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**ORDER OF THE UNITED STATES COURT OF  
APPEALS FOR THE ELEVENTH CIRCUIT  
(JUNE 2, 2022)**

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IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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IN RE: ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Debtor.*

---

ALICE GUAN,

*Plaintiff-Appellant,*

v.

ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Defendant-Appellee.*

---

No. 22-11117-BB

Appeal from the United States District Court  
for the Middle District of Florida

Before: JILL PRYOR, LUCK, and LAGOA,  
Circuit Judges.

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BY THE COURT:

This appeal is DISMISSED, *sua sponte*, for lack of jurisdiction. Alice Guan, proceeding pro se, initially appealed to the district court from the bankruptcy court's order wherein the bankruptcy court dismissed Guan's amended complaint with prejudice. The district court reversed the bankruptcy court's decision and remanded to the bankruptcy court for further proceedings. The district court's order is not a final order for purposes of our appellate jurisdiction because the bankruptcy court will have to exercise "significant judicial activity" on remand. Therefore, we DISMISS this appeal for lack of jurisdiction. See 28 U.S.C. § 158(d)(1); *Mich. State Univ. v. Asbestos Settlement Tr. (In re Celotex Corp.)*, 700 F.3d 1262, 1265 (11th Cir. 2012) (explaining that both the bankruptcy court's order and the district court's order must be final or otherwise appealable for purposes of our appellate jurisdiction); *Miscott Corp. v. Zaremba Walden Co. (In re Miscott Corp.)*, 848 F.2d 1190, 1192–93 (11th Cir. 1988) (stating that a district court order remanding an action to the bankruptcy court for further proceedings is not final "if on remand the bankruptcy court is required to exercise significant judicial activity involving considerable discretion" in carrying out the district court's order).

All pending motions are DENIED as moot. No motion for reconsideration may be filed unless it complies with the timing and other requirements of 11th Cir. R. 27-2 and all other applicable rules.

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**ORDER OF THE UNITED STATES DISTRICT  
COURT MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION  
(MARCH 22, 2022)**

---

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

---

IN RE: ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

ALICE GUAN,

*Appellant,*

v.

ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Appellee.*

---

Case No. 6:21-cv-279-WWB

Before: Wendy W. BERGER,  
United States District Judge.

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**ORDER**

THIS CAUSE is before the Court on appeal from the United States Bankruptcy Court for the Middle District of Florida's Order Granting Defendant's Motion to Dismiss Amended Complaint With Prejudice ("Dis-missal Order," Doc. 18-2). Appellant filed her Initial

Brief (Doc. 19) on April 12, 2021, to which Appellee filed an Answer Brief (Doc. 29), and Appellant filed a Reply (Doc. 33).

### **I. Statement of the Case and Facts**

Appellee, Ellingsworth Residential Community Association, Inc., operates a homeowner's association consisting of approximately eighty homes in three subdivisions. (Doc. 18-2 at 2). Appellant, Alice Guan, owns a home within one of the subdivisions and is a member of the homeowner's association. (*Id.*). In 2016, the developer of the subdivisions, Meritage Homes, filed a lawsuit against Appellant in state court related to landscaping alterations she made to her property, to which Appellant made a counterclaim. (*Id.*). Appellant successfully defended Appellee's lawsuit and it was determined by the state court that she is entitled to recover her reasonable attorney's fees and costs in an amount to be determined. (*Id.*). On March 3, 2020, before the state court set the amount of fees or addressed Appellant's counterclaims, Appellee filed a voluntary bankruptcy petition under Chapter 11, Subchapter V of the Bankruptcy Code. (*Id.* at 2–3). Over Appellant's objections, a plan of reorganization was approved by the Bankruptcy Court on October 16, 2020. (*Id.* at 4 & n.8). Guan appealed the confirmation Order, which this Court subsequently affirmed. *See Guan v. Ellingsworth Residential Cmty. Ass'n, Inc. (In re Ellingsworth Residential Cmty. Ass'n, Inc.)*, No. 6:20-cv-1938-WWB, Docket 40, at \*1, 3–5 (M.D. Fla. Aug. 19, 2021).

On August 19, 2020, while her objections to plan confirmation remained pending, Appellant filed the Complaint (Doc. 17-9) beginning this adversary pro-

ceeding. Thereafter, Appellant filed an Amended Complaint (Doc. 17-24) that purported to assert claims for breach of contract, accounting, and injunctions. (*Id.* at 10–13). Specifically, Appellant alleged that Appellee had failed to properly disclose all financial information, including the personal financial information of each of its individual homeowners, and as a result, she sought an order compelling the disclosure of such information and enjoining Appellee and each of the other homeowners from taking certain actions such as “borrowing any loans or obtaining any mortgag[e] or conveying any of their properties without further order of the” Bankruptcy Court. (*Id.* at 8–13). Appellant subsequently withdrew her claim for breach of contract. (Doc. 18-2 at 5 n.14; *see also* Doc. 33-1 at 8–10). Appellee filed a Motion to Dismiss Plaintiff’s Amended Complaint (Doc. 17-38), arguing that the Amended Complaint was both procedurally improper and failed to state a cause of action. The Bankruptcy Court granted Appellee’s Motion and dismissed the Amended Complaint with prejudice because it was procedurally improper and sought relief that the Bankruptcy Court lacked jurisdiction to grant. (Doc. 18-2 at 6–7). This appeal followed.

## II. Jurisdiction

“The district courts of the United States shall have jurisdiction to hear appeals . . . from final judgments, orders, and decrees . . . of bankruptcy judges.” 28 U.S.C. § 158(a)(1). “[T]o be final, a bankruptcy court order must completely resolve all of the issues pertaining to a discrete claim, including issues as to the proper relief.” *Barben v. Donovan (In re Donovan)*, 532 F.3d 1134, 1136–37 (11th Cir. 2008) (quotation omitted). An order dismissing all of the claims in an

adversary proceeding with prejudice is a final order. See *Hernandez v. Pulido*, No. 08-23367-CIV, 2009 WL 1442010, at \*2 (S.D. Fla. May 22, 2009). Thus, this Court has jurisdiction over Appellant's appeal.

### III. Discussion

In the Dismissal Order, the Bankruptcy Court dismissed the Amended Complaint both because it was an impermissible collateral attack on confirmation of the plan in the underlying bankruptcy and because ordering any relief on the merits of Appellant's claims would have required the Bankruptcy Court to exercise jurisdiction over issues already decided and on appeal in the underlying bankruptcy case. The Bankruptcy Court also found that amendment would be futile to correct the deficiencies in the pleading. Appellant argues that the Dismissal Order must be reversed because either: (1) the Bankruptcy Court lacked jurisdiction to dismiss the Amended Complaint with prejudice by its own admission, or (2) the Amended Complaint is not duplicative of her objections to confirmation of Appellee's plan. "Our review of a dismissal for failure to state a claim is *de novo*." *Hoffend v. Villa (In re Villa)*, 261 F.3d 1148, 1150 (11th Cir. 2001).

In her briefing and before the Bankruptcy Court, Appellant has conceded that the Amended Complaint is tantamount to a motion to compel additional disclosures from Appellee in the underlying bankruptcy case in the hopes of placing additional funds into the bankruptcy estate, which is functionally the same as the objections filed and resolved in the underlying proceeding. (Doc. 19 at 19–20, 30–31; Doc. 33-1 at 9; see also Doc. 18 2 at 5–6). In fact, Appellant argues the only difference between the Amended Complaint

and her objections to plan confirmation is that in the objections she was politely asking Appellee to disclose additional information, while in the Amended Complaint she is demanding that such disclosures be made. (Doc. 19 at 31; Doc. 33-1 at 15). Stated differently, Appellant does not argue there is any substantive difference between the facts or demand in the adversary proceeding and the underlying case, only the tenacity with which such requests are made.

The Court agrees that the adversary proceeding is duplicative of Appellant's objections to plan confirmation in the underlying proceeding. Nevertheless, neither the Bankruptcy Court nor Appellee have directed this Court to any case law for the proposition that the duplicative nature of the proceeding alone warrants or permits dismissal with prejudice. To the contrary, it appears that numerous courts have held that duplication of a process that can or has been used in the underlying bankruptcy proceeding, standing alone, does not warrant dismissal. *See Grady v. Quantegy, Inc. (In re Quantegy, Inc.)*, 343 B.R. 689, 693 & n.4 (Bankr. M.D. Ala. 2006); *KA-BE Inv. Co. v. Noland (In re King Aluminum Corp.)*, 30 B.R. 335, 338 (Bankr. S.D. Ohio 1983). Appellee's reliance on *In re Holywell Corp.* is misplaced because the court in that case was applying claim preclusion doctrines, which were inapplicable at the time that the Amended Complaint in this case was filed and were not argued before the Bankruptcy Court. *See Mia. Ctr. Ltd. P'ship v. Bank of N.Y. (In re Holywell Corp.)*, 93 B.R. 780, 783 (S.D. Fla. 1988). Although these doctrines might preclude the requested relief at this juncture, Appellee has not shown that this is sufficient to support affirming the Dismissal Order. Thus, to the extent that the



Bankruptcy Court dismissed the Amended Complaint with prejudice strictly as duplicative of the underlying objections, this Court is not convinced that such dismissal was proper.

The Court also agrees that because the Bankruptcy Court lacked jurisdiction to enter a judgment on the merits of Appellant's claims, its dismissal of the Amended Complaint with prejudice on this ground was in error. To be clear, this Court agrees that the Amended Complaint and underlying objections were duplicative and raised the same legal issues. Thus, the Bankruptcy Court lacked jurisdiction to issue a ruling on the merits of Appellant's claims in the adversary proceeding while her appeal as to the objections remained pending. *See Henkel v. Lickman (In re Lickman)*, 304 B.R. 897, 905 (Bankr. M.D. Fla. 2004); *In re Norris Grain Co.*, 167 B.R. 258, 260 (Bankr. M.D. Fla. 1994). However, as Appellant argues, this should have resulted in a dismissal without prejudice because a dismissal with prejudice is a ruling on the merits, which the Bankruptcy Court found it lacked the jurisdiction to issue. *See Kennedy v. Floridian Hotel, Inc.*, 998 F.3d 1221, 1235 (11th Cir. 2021); *Katz v. New River Cmty. Coll. (In re Wallace's Bookstores, Inc.)*, 330 B.R. 193, 194–95 (Bankr. E.D. Ky. 2005) (citing *Showtime/The Movie Channel, Inc. v. Covered Bridge Condo. Ass'n*, 895 F.2d 711, 713 (11th Cir. 1990)). Consequently, the Bankruptcy Court erred in granting a dismissal with prejudice on these grounds.

In the alternative, Appellee argues that this Court should affirm the Dismissal Order on the basis that the Amended Complaint fails to state a claim upon which relief can be granted. Although the Bankruptcy Court determined that amendment of the claims as

proposed by Appellant would be futile, the Bankruptcy Court did not address the pleading deficiencies argued by Appellee. (Doc. 17-38 at 3–6; Doc. 18-2 at 7). A reviewing court may affirm on any ground supported by the record even if it was not a basis for the underlying order. *See Park Nat'l Bank v. Univ. Ctr. Hotel, Inc.*, No. 1:06-cv-00077, 2007 WL 604936, at \*7 (N.D. Fla. Feb. 22, 2007). Nevertheless, as a number of the issues and appeals relevant to Appellant's pleading have now been resolved and given the sheer volume of filings in the numerous proceedings and appeals between these parties, the Court finds that the Bankruptcy Court is in a better position to determine if it may consider the merits of Appellee's arguments and if dismissal with prejudice on this basis is proper. Therefore, the Court will remand this case to the Bankruptcy Court for further consideration consistent with this Order.

#### **IV. Conclusion**

Accordingly, it is ORDERED and ADJUDGED that the Bankruptcy Court's Order Granting Defendant's Motion to Dismiss Amended Complaint With Prejudice ("Dismissal Order," Doc. 18-2) is REVERSED and REMANDED for further proceedings consistent with this Order. All other pending motions are DENIED as moot. The Clerk is directed to transmit a copy of this Order to the Clerk of the Bankruptcy Court and close this case.

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DONE AND ORDERED in Orlando, Florida on  
March 22, 2022.

/s/ Wendy W. Berger  
United States District Judge

Copies furnished to:

Counsel of Record  
Unrepresented Party

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**ORDER OF THE UNITED STATES  
COURT OF APPEALS FOR THE ELEVENTH  
CIRCUIT DENYING PETITION FOR  
REHEARING EN BANC  
(JULY 26, 2022)**

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IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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IN RE: ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Debtor.*

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ALICE GUAN,

*Plaintiff-Appellant,*

v.

ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Defendant-Appellee.*

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No. 22-11117-BB

Appeal from the United States District Court  
for the Middle District of Florida

Before: JILL PRYOR, LUCK, and LAGOA,  
Circuit Judges.

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BY THE COURT:

Alice Guan's motion for reconsideration, construed from her petition for rehearing *en banc*, of our June 2, 2022, order *sua sponte* dismissing the appeal for lack of jurisdiction is DENIED.

**TRANSCRIPT OF PROCEEDINGS,  
RELEVANT EXCERPTS  
(MAY 24, 2022)**

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UNITES STATES BANKRUPTCY COURT MIDDLE  
DISTRICT OF FLORIDA ORLANDO DIVISION

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IN RE: ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Debtor.*

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Case No. 6:20-bk-01346-LVV

Before: Hon. Lori V. VAUGHAN,  
United States Bankruptcy Judge.

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*[May 24, 2022 Transcript, p. 14]*

THE COURT: Okay.

MS. GUAN:—of this hearing.

THE COURT: Alright. So you can proceed with asking  
Mr. Luna questions. Okay?

MS. GUAN: Yes. Your Honor stated I can ask Mr.  
Luna questions outside of his proffered—proffered  
evidence because this also constitute direct  
examination in addition to the cross examination;  
is that correct, Your Honor?

THE COURT: That is correct. Just be mindful that  
we're here today on fees.

MS. GUAN: Yes.

THE COURT: Okay.

MS. GUAN: And as you can see, Your Honor, based on my objections to the fees, and I have list a group of objections, and many of them relates to the—are built on the foundations or based on the facts or the following examinations and the evidence that can be provided to Your Honor supports and also in addition to my May 10th, 2022 filings.

THEREUPON:

**JUSTIN LUNA**

having been previously sworn, was examined and testified as follows:

**CROSS EXAMINATION**

BY MS. GUAN

Q. So, Mr. Luna—Mr. Luna, have you—when was the first time you met the 80 homeowners in the Debtor's—the debtor members 80 homeowners?

MR. LUNA: Objection. Relevance.

THE COURT: Let's go ahead and we can establish a foundation but there's going to be a limit to it. So you can answer the question, Mr. Luna. I'll overrule the objection.

MR. LUNA: I will—I don't have the exact date in front of me but I want to say it was at least a month or so prior to the filing, the petition date for the bankruptcy case.

BY MS. GUAN:

Q. Mr. Luna, let me refresh your memory. Is that before Christmas in 2019?

A. I believe—

Q. In December 2019?

A. I believe that's accurate, yes.

Q. Can you tell the Court where did you meet those 80 homeowners, debtor members?

A. It was in a meeting facility in Oviedo. I believe it was an office building or a school. I don't remember the exact nature of the building though.

Q. Can you please tell the Judge where did you sit in that meeting?

A. I believe at the front of the—of the room to address the crowd.

Q. Okay. Was there something like a podium in the front of the room?

A. I believe so, yes.

Q. Okay. When you looked down in the audience did you see many homeowners in the audience?

A. I would assume that they were homeowners but I believe that there were a number of homeowners in attendance, yes.

Q. Do you recognize or do you remember I was one of the owners in the many homeowners in attendance?

A. Yes, I do recall that.

Q. Can you please tell the Court what happened that day?

THE COURT: Let me ask you, Ms. Guan, how does this relate to the fees that the Debtor is seeking for post confirmation activities?



MS. GUAN: Your Honor, this is related because Justin Luna interacted with 80 homeowners, where the majority of the 80 homeowners who can constitute the majority vote of the 80 homeowners, 80 homeowners are the Debtor, and he met and interacted with all of us and he has committed to all of us.

By the way, Your Honor, you came onto this case recently, and I—I lived in the Ellingsworth Homeowners Association for many years and I bought a new home there. So I was one of the 80 homeowners that was in the meeting. Justin Luna has committed himself and his law firm to all of us who are the debtor homeowners of his responsibilities and the commitment to all of us, and that has everything to do with the invoices that later he presented for this hearing, Your Honor, regarding the nature of the invoices, regarding what the roles these counsels and their assistants have to all of us homeowners. So this meeting that Mr. Luna not only attended, he led the meeting. This is the foundation of the relationships between the counsels and the debtor homeowners. So that's why it has everything to do with the natures of what those invoices are. It has everything to do with—

THE COURT: Okay.

MS. GUAN:—the nature of all of the invoices.

THE COURT: Alright.

MS. GUAN:—not only ones—

THE COURT: I'll let you continue to ask questions but I'm going to keep it, you know, focused on the attorneys' fees.

If you think you need to lay a foundation, I'm going to let you do that, but it's sounding eerily like you want to go back and rehash the entire case and we're not going to do that. So keep that in mind when you're asking your questions. Okay?

MS. GUAN: Yes, Your Honor. If you will notice from my questions I will be jumping through any procedures without covering those proceedings. I'm painting certain events to build the foundations to support my objections that I filed on May 10th, 2022 and also to further support my additional objections that I will be presenting to this Court later today, Your Honor.

THE COURT: Alright. Go ahead.

BY MS. GUAN:

Q. So, Mr. Luna, can you please tell the Court what transpired during that meeting that you met the 80 homeowners from the podium where you were sitting at?

A. If your asking for the purpose, I was asked to give information about the potential of a bankruptcy filing.

Q. What did you say to the 80 homeowners?

A. I don't recall specifically.

Q. Thank you.

Based—have you read the bylaws and the declarations and the article of incorporations of your—of the Debtor?

A. Previously, yes, I have.

Q. I understand. Do you fully understand what's contained in those documents, Mr. Luna?

A. I believe so, yes.

Q. Did you advise the all 80 homeowners based on your understanding of those key documents, Mr. Luna?

A. It advised them of the bankruptcy filing.

Q. And issues related to the bankruptcy proceedings and the filings?

A. It's part of my due diligence in making any type of analysis, yes, and to that degree.

Q. Thank you.

By the way, just so the Court knows where you come from, how did you suddenly showed up at our homeowners meeting. Can you tell the Court is Mr. Daniel Coultoff is one of the attorneys in your law firm?

A. Yes, he is.

Q. Okay. Is he representing Meritage in the arbitration that I initiated with Meritage?

A. I believe he is representing Meritage in a dispute with you. I believe that's correct.

Q. Thank you.

Can you please tell the Court the reason you filed the bankruptcy for the debtor members on March

the 3rd, 2020 is—really is after you were able to secure about \$25,000 of fees from the members?

A. I'm—I'm not sure I understand your question.

Q. The timing.

A. But it might be compound.

Q. I see. Did you file the bankruptcy proceeding for the debtor members on March 3rd, 2020, Mr. Luna?

A. I filed a bankruptcy case I believe at that time for the Debtor, yes.

Q. Thank you.

Do you receive 25,000—did you or your law firm obtain \$25,000 or about \$25,000 as fees before you filed the bankruptcy proceeding?

A. Yes. Our firm received I believe that amount as a retainer for our representation in the Chapter 11.

Q. Okay. Based on your understanding of the key document of the debtor members, which include the declaration, the bylaws and the article of incorporation, can you please tell the Court is there any statement in those documents prohibiting members from discussing any issues among themselves?

A. I don't recall but I don't believe so.

Q. Thank you very much.

And, you're here today, you stated to the Court you are also—because you're a partner of your law firm. I'm going to ask you some questions of

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your law firm's work that's filed with the Court.  
Is that okay?

A. Depending on what you ask.

[ . . . ]

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**APPELLANT INITIAL BRIEF  
(APRIL 12, 2021)**

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UNITED STATES DISTRICT COURT MIDDLE  
DISTRICT OF FLORIDA ORLANDO DIVISION

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ALICE GUAN,

*Appellant,*

v.

ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Appellee.*

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No. 6:21-cv-279-RBD

Appeal of Orders of the United States Bankruptcy  
Court Middle District of Florida Orlando Division  
Case No. 6:20-AP-55-KSJ from 6:20-bk-01346-KSJ  
(Hon. Karen Jennemann)

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Alice Guan

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**CERTIFICATE OF INTERESTED  
PERSONS (CIP)**

Appellant, Alice Guan, certifies that, to the best of her knowledge, the following persons and entities have an interest in the outcome of this appeal:

Abualsamid Ahmad  
Acero Arlyne A  
Ankur Deshmukh P  
Ba Yonghong  
Balasundaram Babu  
Ballou Steven E  
Batarseh Issa E  
Benitez Felix A  
Berger (Hon.) Wendy  
Bhagavatheeswaran Sreedhar  
Cai Weidong  
Carrion Janelle N  
Casals Jose L Jr  
Castellano Miguel A  
Citty Dixie  
Coccia Megan  
Collins Martin  
Cui Wei  
Da Silva Enio C Soares  
Dockham Maria A

ELLINGSWORTH RESIDENTIAL COMMUNITY  
ASSOCIATION, INC.

Finch Daniel C  
Gatten David M  
Gilbert Multida  
Greenier Alexis K  
Guan Alice  
Hagan David

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Hall Jeffrey B  
Hameed Adnan A  
Hamilton Louis J  
Hansen Alicia  
Hopkins Michael V  
Iglesias Armando E  
Itani Mohamad  
Jajoo Ajay  
Jennemann (Hon.) Karen  
Joshi Mayuresh S  
Kersten Rene  
Kincaid Chip H  
Kobus Reinier A  
Kroger Lisa  
Kullu Hesna M  
Lange Erik

LATHAM, LUNA, EDEN & BEAUDINE, LLP

Liu Dapeng  
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Lu Hsein Yi  
Luna Justin M.  
Maldonado Idania  
Marino Joseph P  
Markman Jeremy  
Marrero Yvette C  
McLaughlin Derek  
Miller Steven M  
Mogle Vikas T  
Morris Christina N  
Nguyen Dung Van  
Nguyen Ngoc V  
Novick Jared E  
Overbaugh Susan



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Panko Michael E  
Patel Amit R  
Patel Urvish K  
Percival Robin K  
Ramos Gabriel V  
Ran Bing  
Ravani Nilay  
Shah Krunal J  
Shah Purvesh V  
Sharma Devanand  
Song Haifeng  
Spencer Stacey  
Sprague Robert  
Sun Qiyu  
Taylor Christina  
Teixeira Eduardo V O  
Thomas Anne  
Tran Tam  
Velasquez Daniel A.  
Verstrate Christina  
Vicente Jorge F Reyes  
Wemert Jennifer C  
Wilson Deanna S  
Wood Kenisha T  
Yao Song  
Yooseph Shibu  
Zdralic Hans  
Meritage Homes, Florida Inc.  
Liberty Mutual Insurance Company  
Traveler Insurance Company  
Carlos Arias Law Firm  
Meritage Homes Florida, Inc.  
Carlos Arias  
Laura Ballard Cooper

**STATEMENT REGARDING ORAL ARGUMENT**

Appellant, Alice Guan, pro se, believes that oral argument would be beneficial to this Court's resolution of the issues presented by this appeal. She accordingly requests oral argument.

**PRELIMINARY STATEMENT**

In this Brief, Ms. Guan references bankruptcy court docketed document and district court docketed documents as "documents designated for this appeal" which are the documents listed in the filed designation

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CONCLUSIONS

CERTIFICATE OF COMPLIANCE

CERTIFICATE OF SERVICE

### **STATEMENT OF JURISDICTION**

This Court has jurisdiction under 28 U.S.C. § 158(a) over this appeal of a final order of the UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION Case No. 6:20-AP-55-KSJ from case 6:20-bk-01346-KSJ.

### **STATEMENT OF THE ISSUE**

1. What are Debtor's properties?
2. Could common properties or 80 equity homeowner members' properties or their interest in properties be administered and sold in the bankruptcy proceeding despite such property's use by and connection with the Debtor?
3. Are Debtor or its 80 equity homeowner members obligated to give complete and full disclosure of their finances, income, assets, property, and sources of finance or potential sources of finance or moneys or any financial interest as required by Bankruptcy Laws?
4. Does the creditor have the right to seek relief from the court and does the court have the obligation and responsibility and power to compel Debtor or its 80 equity homeowner members for accounting and compel Debtor or its 80 members disclose their properties and assets and financial interests and to secure those properties and assets and financial interest to prevent taking on new debts without this court's knowledge and permission?
5. After-55 case's Amended Complaint was filed, the court adopted a partial demand for special assessment in its memo for its order confirming the plan,

then sometime later the court issued order dismissing this case-A). do these court's actions make a good faith-55 case a not-so-good-faith case, a scenario that appeared to be created by the court's actions and the timings of its actions? B). have these court's actions and the timing of those actions created a scenario where relief sought in-55 case were not granted but indeed should have been granted in a timely manner so that issues in-55 case could be resolved prior to a plan can be confirmed, prior to a plan can be revised or amended to comply with the laws and codes? C). have court's own actions and the timing of those actions created a reason used by the court to dismiss this case with prejudice, but in reality of the timing of the-55 case, relieves sought by this-55 case could have been granted so that plan can be revised to meet the requirements of the law, thus there would be no need or reason to dismiss this case?

6. After the Complaint and the Amended Complaint were filed, the court adopted a partial demand for special assessment in its memo for its order confirming the plan, I appealed. Court stated in its order dated February 5, 2021 for the-55 case that since that point on the date of that appeal, it lost jurisdiction on this case, but sometime later the court issued order dismissing this case – did the court dismiss this case at the time it was without the jurisdiction as it claimed it had already lost some time ago?

7. Is the court's obligation, responsibility and power to compel Debtor and its 80 members for accounting and compel Debtor and its 80 members disclose their properties and assets and to secure those properties and assets the same as letting Debtors

volunteer their accounting (which they have not done so fully and completely) and letting Debtor voluntarily disclose their properties and assets (which they have not done so fully and completely), and letting Debtor voluntarily secure those properties and assets for the bankruptcy estates? If they are the same, then why there exist the allowed parallel and co-legal proceedings of plan objection as well as adversary proceeding on/motion to compel asset and source of finance disclosure? If they are not the same or if they have different legal effects, then taking both paths of the legal proceedings are not biting the same apple twice (as Court Order stated); then one is to bite an apple, the other to use a hammer to crack the nuts; one is to say: please, I will let you disclose voluntarily and see if your next version of your plan meet the requirements of the law and then we go from there and we can do as many iterations as you chose to do (or as the law allows), and the other is to say: you are compelled to disclose by this or that date or else.

8. Is the 80 member and Our HOA as an organization per the governing documents and actions and behaviors in the past and present make the organization as a general partnership in which all members are personally liable for the debts?

9. To succeeds in MTD, have to assume all allegations are true and still have laws prevent the success of the case. Debtor did not cite any such laws.

**UNDISPUTED FACTS AND FACTUAL  
PROCEEDINGS OF AND RELATIONSHIPS  
BETWEEN CASES**

I am Alice Guan (major creditor) and since year 2014, I have been owning one of the 80 houses that

are located within My Homeowner's Association's ("My HOA", who is also the Debtor and more than 90% of whose debt are owed to me) boundary. I am writing this section based on the documents designated for this appeal, mostly are based on my HOA's writings as well as my HOA's admission and testimonies under oath, some based on my knowledge gained as one of the 80 members of my HOA, on my HOA's governing documents (such as Declaration, By-Laws, etc.) and Florida Statue 720, and on recent development and documents filed in the main bankruptcy case.

In December 2019, Attorney Justin Luna attended my HOA's 80-members' meeting and during that meeting, Mr. Luna educated all of us that it takes a small amount of money to do a bankruptcy and the bankruptcy will ensure all debts my HOA owes me get wiped out and I will get nothing, and my HOA can quickly emerge from bankruptcy and all the usual lives in My HOA will go on unaffected. Also, during that meeting, many members forced me to settle all debts they owed me with the same small amount of money and told me I could either settle once for all or that money will be used to bankrupt ourselves and I would end up getting nothing.

In February 2020, 79-members voted to bankrupt and decided that an amount equal to about \$25K to pay Mr. Luna's company to do the bankruptcy.

On March 3, 2020, My HOA filed voluntary bankruptcy and instead of listing the true revenues of about \$135,000 and \$235,000 for years 2018 and 2019, respectively, My HOA listed \$4 and \$418. These listed revenues were presented to the court in a document called Doc 21 and My HOA's President



Mike Panko signed Doc 21 under oath. This false revenue data was not corrected for at least 5 months because during an August 2020 hearing, Mr. Panko under oath testified that the \$4 and \$418 numbers have not been corrected (if correction has to be made, he will have to sign a new document under oath again).

About 2-3 months into the bankruptcy, My HOA filed a Subchapter V reorganization Plan. The Plan described My HOA's history, particularly the financial history. 79-members back then in February 2019 voted not to stop the lawsuit My HOA filed against me at that point, and they voted to continue that lawsuit and decided on a \$100,000 special assessment be paid evenly among all 80 members over 7 months to continue fund the lawsuit against me. But the Plan did not mention a word about that \$100,000 special assessment even though most members have already paid out of their own savings and salary the \$1250/7months/member (\$178/month/member) by about September 2019. The Plan also did not mention a word about the about \$25K funds the 79-members decided on and contributed from their own savings and incomes as the fees to Mr. Luna so members can realize their decision to bankrupt. The Plan did not propose any special assessment to pay debts. My HOA emphasized that the 3-5 years old new roads needing preventive maintenance will require a large amount of money (\$150,000 or more) and that all the routine expenses and spending need to continue to maintain the ponds, the common land landscaping, the gates, etc. and thus there was not reduction in any form of spending. Such a Plan, based on how My HOA insists on continuing the same routine maintenance spending and the additional preventive

maintenance spending, will result in zero money going into paying any of its creditors. My HOA wants to have the Subchapter V Plan confirmed in July 2020, which, if happened, would have fulfilled Mr. Luna's original promise to all 80 members: I will get paid nothing and the bankruptcy will get finished very quickly.

Parallel to My HOA's Plan confirmation activity is My HOA's success in obtaining approval from the court to maintain bank accounts that can hold up to \$250,000 in a bank that is not regulated by the US Trustee and My HOA's conduct objecting to my claims in their entirety. My claims are 1). My attorney's fees and cost defending a lawsuit My HOA filed against me for which the Florida State courts ruled My HOA has violated My HOA's own Governing Documents and violated Florida Statute 720 and My HOA lost that case and I am entitled to my fees and cost 2). Fee and damages from my counterclaims with counts including abuse of process, negligence, etc. My HOA has been trying to erase all of my claims and that proceeding is still on-going.

During the same time frame when the Plan was filed and scheduled for confirmation, I appealed on the issue of My HOA's Subchapter V election, I opposed the Plan, and very importantly I filed this adversary Complaint and soon amended the Complaint (see documents in 6:20-ap-55, the "-55 case") – in which, I laid out facts, including the history of My HOA's special assessments. My HOA supplemented the Plan and wanted the supplemented Plan confirmed. In this supplement, My HOA added \$300,000 over about 5-year period (\$62.5/month/member) special assessment but conditioned it for future approval by

the 80 members – regarding the approval of this \$300,000, My HOA testified later in hearing stating that the chance of such approval or voting is slim to none.

My Amended Complaint and later filed motion to amend the second time (or deem the-55 case as a motion to compel information) and my statement at hearing sought the court to demand a full accounting, to compel My HOA disclose all of its financial sources and financial interests and assets and the values of those assets, etc. I also sought the court to injunct My HOA so that any new debts or financial obligations (that are associated with or can affect any of My HOA's financial sources and financial interests and assets and the values of those assets) not be committed unless the Court approves. My HOA filed Motion to Dismiss. I opposed MTD. As the-55 case was progressing, the court confirmed the Plan requiring members of My HOA approve the \$300,000 cited in the supplemented Plan. I appealed order confirming the plan. Currently, there are two claim objections My HOA filed: a trial on objection to my claims commenced but did not finish, trial date for objection to Carlos Aria's claim has not been set. There are 3 pending appeals on issues of whether the court has the authority or jurisdiction to adjudicate my claims, there are additional appeals pending regarding how the court handled the pretrial and trial that commenced but not finished.

In-55 case, I moved the court to allow me file 2nd Amended Complaint or convert the Amended Complaint into a Motion to Compel under the main case. Instead, court granted the MTD. I appealed.

It is worth to note that when My HOA put in a \$300,000 to try to get the Plan confirmed with the intention that 80 members later will not approve the \$300,000 special assessment, the strategy was to get the bankruptcy over with and never fund the Plan. But the court took a proactive action: court required the \$300,000 approved by the members or there will be consequences with the Plan. Court made the call, members followed. 80 members approved \$300,000 twice: once in December 2020 and once in early 2021. This reflected not only the power of the court, but also what My HOA stated earlier: regarding why debts will not be paid, it is not because 80 members' lack of the ability to pay the debts, it is 80 members' lack of willingness to pay the debts – the ability to pay all the debts exist, the court must play a role to draw out that willingness to pay debts. For the \$300,000, court acted, members' willingness showed up and that amount was approved by the 80 members, approved twice.

What about disclosure by My HOA and what about incurring new financial obligations that is not monitored and approved by the court? That is some of the questions raised and relief sought in my Amended Complaint, but court has not acted; My HOA has not done anything in that regard.-55 case requested the court take proactive role to compel accounting and compel My HOA for information and to injunct My HOA to protect the estate.-55 case is different from plan objection and is different from appeal of order confirming the plan (see documents in case 6:20-cv-1938, the "1938 case") because besides there are different issues (see next section), plan objection and 1938 case can lead to My HOA be

required to submit a new plan and it would still be up to My HOA to submit a plan in a way My HOA desires to do, and the newly submitted plan still may not meet all requirements or rules, and such proceeding will take on an iterative process of going back and forth between the court and My HOA in an attempt to wait for the time My HOA does everything right, which can be a time consuming and unreliable process and that time may never come per My HOA's own willingness.-55 case on the other hand, puts the power in the court's hands, so the court can demand My HOA does what is clearly required by law and get that done once, done quickly. Therefore, -55 case or this appeal is not a duplicate of 1938 case. In addition, -55 case and this appeal are still needed also regarding the pending appeal of the Subchapter V issue (see documents in case 6:20-cv-1243) because when that case is finalized, My HOA still will need to submit a new plan, along with plans submitted by creditors.-55 case and this appeal requests the court compel and injunct My HOA which will play a role in that new plan My HOA will submit.

53% of the homes in United States are within the boundary of a HOA or an organization similar to a HOA. This is how My HOA works:

My HOA and the 80 members form a unique organization that has always been under the liability and D&O insurance by Liberty Mutual or Travelers or other companies. Our 80 members are 80 equity homeowner members, each member owns a house that is located within the HOA ("Our HOA") boundary. Each member contributes money and expertise and in other ways to make Our HOA work. We have a baseline assessment, which is a base monthly or

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quarterly assessment due, which when collected, the total dollar amount is used to pay for routine expenses such as repairing the gates, cut the grass, maintaining the ponds, and paying electricity for streetlights, etc. Each member pays the same amount of baseline assessment. 80 equity members elect a small number of people out of the 80 members to sit on a board, and the board members are volunteers (they can resign any time), and they perform a prescribed and limited scope of functions or chores, and the board gives a report/meeting of what they did and how they did their chores to the 80 members on a monthly or about monthly basis. Board or individual member can notice any special new project needs and bring that need into a discussion forum and typically that new project requires additional money. In this situation, the board will set a schedule for 80 members to meet. 80 members will have to decide to proceed with the new project or not, how much money will be funded for the project, when the money will be collected from each equity member, etc. etc. This money is called special assessment and the total amount is equally divided between all 80 members. When our HOA assume debts, that debts is equally distributed to be paid by each of the 80 members, but if the debt is owed to one of Our HOA's member, that member does not contribute to pay the debt. All these moneys paid by each member are from the member's savings and salary and they constitute the only income Our HOA receives. However, Our HOA holds the financial interests on each house that is owned privately by each of the members (in connection with that, possibly other assets owned by the 80 members depending on the situation) (if a house is sold, Our HOA will hold the same financial interest on that house but then

now owed by a new owner). If a member does not pay, Our HOA is required to put lien on that member's house. Our HOA's financial interest in each of those 80 houses retain an intricate relationship with the members' first and second mortgages and additional home equity loans on the house. The Declaration governing these 80 equity homeowner members and Our HOA require that all are liable to pay debts and expenses and that Covenants "runs with the land".

In Our HOA, 80 members equally share the benefits that are generated by Our HOA, 80 members equally share the financial burdens and obligations of our HOA. 80 members have equal power in decision making in, in major decisions in, in major expenditures in, and in the direction to proceed by our HOA. 80 members share decision making thus none has full control in our HOA. The decisions made by these 80 members must be complied by and be followed by every member. Through meetings and activities and knowledge transfer and communications, 80 members contribute and combine our talent and knowledge and skills in maintaining our HOA. One or more of these 80 members can be subjected to actions by our HOA and that process is described in our governing documents. None of the 80 equity homeowner members draw any salaries from our HOA, but each of the 80 members maintain equal control in our HOA.

Our HOA has indicated to the court that moneys is required to maintain various properties or areas of Our HOA that are common, such as: lands (the common land, that is, the land not sit on by the 80 houses), roads, ponds, gates, etc. Those are properties commonly held by 80 members and the tax on which are paid by 80 members.

Our HOA and 80 equity homeowner members have the financial capability to increase the cash flow to pay all debts through direct cash contribution by members with or without other means to convert properties into financial values to pay all debt. But in order to do that, full disclosure of information must come first, and protection of estate must be put in place. However:

In the bankruptcy case, Our HOA did not voluntarily disclose the land it owns or it has interest in and the value of each, did not voluntarily disclose the properties it owns or it has interest in and the value of such, did not voluntarily disclose the equipment it owns or it has interest in and the value of such, did not disclose the financial ability of the 80 members to pay debts and did not disclose the assets and income or achievable assets and income Our HOA or the 80 equity homeowner members own or have interest in (including but not limited to the ones listed above) and the values of such. Thus, court has no knowledge of the information Our HOA did not disclose to the court. Court was not able to consider all the properties and assets in the decision making and has not been able to oversight those and to ensure estates are protected.

I am a lay person and understand bankruptcy case in a lay term: debtor has options to sell all properties to pay as much debt as possible when declaring bankruptcy but if continued operation allows the debtor to pay more debts over a period of time with interest then it is a win-win-win situation: win for the debtor to be able to continue operating and win for the creditor to get more debt paid and win for the court and US trustee's success in guiding and ensuring a



successful reorganization initiated and completed. But this journey begins with the Debtor provide full disclosure of information on assets and financial interest and the values of those and not take on new debts unless court has the knowledge and gives the approval—these are the things 79 members and Our HOA did not want to do, instead:

79 members decided to bankrupt then Our HOA filed bankruptcy with the purpose to avoid the litigation trials in the state court on my claims. That purpose has guided 79 members and Our HOA's conducts in the bankruptcy case, some of which are not according to the laws. Prior to the March 3, 2020 date when the bankruptcy case was filed, Our HOA had enough money in the bank to pay all other 4 creditors: the IRS and 3 law firms that have been working with and working for Our HOA. But 79 members and Our HOA did not chose to pay these 4 entities, instead kept them as creditors so that when Bankruptcy case was filed I was not the only creditor, thus to meet certain requirements and law. Then, 79 members and Our HOA painted a false picture of being poor, with \$4 or \$418 total revenue for year 2018 and 2019, with roads that requires more than \$150,000 which is the money that it does not have, with mounting debts threatening its operations . . . . during the time when those false pictures were painted all the while 79 members and Our HOA have been shielding and hiding information from the court and the creditors: information of how 79 members and Our HOA operate, who is liable for the debts, information on true revenues and on true ability to generate income and on true assets and properties, etc. 79 members and Our HOA did not want to dis-

close all assets and property and the value of those because if they did, court will find that the common land, the roads, the ponds, and gates etc. have significant monetary values, the financial interest Our HOA has on each of the 80 houses are at least between \$50,000-\$60,000. These will make the total value be more than \$40M which will require My HOA come up with a reorganization Plan the is better than the \$40M value over a period of time. 79 members and My HOA did not want to do that because the goal under the guidance of Mr. Justin Luna was to go through the motion of a bankruptcy proceeding to get rid of all debts quickly. This goal has shaped all of 79 member and Our HOA's conduct in the bankruptcy case. This appeal is to seek reversal of the order granting MTD so that the power can be given to the court and the court can exercise that power to demand accounting, to compel disclosure and to ensure estates are protected. -55 case and this appeal case include public right issue.

#### **ARGUMENT AND MEMORANDUM OF LAWS**

This appeal expands to include not only the debtor and the creditor, but also the doctrine along with public interests. More than 50% of American live in their own homes that are within the boundary of a HOA or an organization similar to a HOA. Thus, how this appeal proceeds can have a significant impact on how the laws are applied and how the laws are established that can affect so many people and so many households and so many organizations similar to Our HOA in the US.

**I. According to the Appealed Order Bankruptcy Court No Longer Had Jurisdiction to Grant Motion to Dismiss (MTD)**

After the Complaint and the Amended Complaint in-55 cases were filed, the court issued order confirming the Plan, I appealed. Court stated in its order dated February 5, 2021 (the order that is been appealed here) that since that point on the date of that appeal, it lost jurisdiction on-55 case, but more than 4 months later the court issued order dismissing -55 case. Therefore, according to the court's own statement, the court dismissed the-55 case at the time when it was without the jurisdiction as it claimed it had already lost the jurisdiction when I appealed the order confirming the plan 4 months prior. Since and if the court recognized that it has already lost the jurisdiction to the-55 case when I appealed order confirming the Plan, the court should have left alone the-55 case, and wait for the 1938 case to finish so that if the result of the 1938 case is for My HOA redo the Plan, the court at that time can proceed forward with-55 case to demand from My HOA the accounting, compel information and protect estates. Thus, court should not have dismissed the -55 case, particularly dismissed the-55 case with prejudice. Therefore, court dismissed-55 case without jurisdiction, according to court's own order. Thus, order dismissing -55 case should be reversed.

**II. In MTD Stage, Court Must Assume All Allegations Made in the Amended Complaint Are True and Must Rely on Rule and Law to Defeat the-55 Case Which Debtor and Court Did Not Do**

In the Amended Complaint, I have provided adequate factual allegations that is enough to raise a right to relief above the speculative level. Court should not have dismissed the -55 case, on the assumption that all the allegations in the complaint are true even if doubtful in fact. Fed. Rules Civ. Proc. Rule 12(b)(6), 28 U.S.C.A. *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 127 S. Ct. 1955, 167 L.Ed.2d 929 (2007).

To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to state a claim to relief that is plausible on its face which my Amended Complaint has done in -55 case that is further explained by motion to amend the second time and by statement made at hearings. Fed. Rules Civ. Proc. Rule 12(b)(6), 28 U.S.C.A.

Therefore, court should not have dismissed-55 case.

**III. -55 Case Is Different from Objecting to Plan and 1938 Case**

-55 case is different from objecting to Plan and 1938 case because of the unique and specific issues and court's power presented in the-55 case as described in the Amended Complaint, motion to amend the second time and statement made at hearings, and summarized above and also as listed in the earlier section of this Initial Brief (see section of STATEMENT

OF THE ISSUE) as well as because of the reasons stated above and below and right here:

My HOA has clearly withheld information from the court and from the creditors. Court has the obligation, responsibility and power, when moved, to compel Debtor and its 79 members for accounting and compel Debtor and its 79 members disclose their properties and assets and other financial information and to secure those properties and assets. This distinct path of court's obligation, responsibility and power is different from Debtor's path of its own obligation to follow the laws and to voluntarily disclose information to the court and safeguard the estates following plan objection or 1938 case. If the two paths are the same and there is no difference, then why there exist the allowed parallel and co-legal proceedings of plan objection as well as adversary proceeding or motion to compel asset and source of finance disclosure and impose injunction to protect estate? If the 2 paths are not the same or if they have different legal effects, then taking both paths of the legal proceedings are not duplicative effort and are not biting the same apple twice (as Court Order stated); then one is to bite an apple, the other to use a hammer to crack the nuts; one is to say: please, I will let you disclose voluntarily and see if your next version of your Plan meet the requirements of the law and then we go from there and we can do as many iterations as you chose to do (or as the law allows), and the other is to say: you are demanded to provide full accounting and you are compelled to disclose by this or that date of this or that information or there will be these specific consequences; and you are enjoined to protect the estate in this or that fashion

and must follow this or that protocols. Records show that Our HOA will not and plans not to disclose anything. The \$300,000 special assessment amount in the supplement Plan is a good example: My HOA would not have put it in the Plan if I did not repeatedly inform the court that special assessment has been a practice in My HOA and it is an available source of funding to pay Debt. Even with the \$300,000 in the Plan, Our HOA's strategy was to get the plan confirmed and then not have members pass this \$300,000 assessment. My HOA's goal was and had always been to get through the motion of a bankruptcy proceeding quickly and not pay any of the debts. Thus, My HOA is not expected to disclose its properties or assets or who is liable for the debts, etc. In order for this bankruptcy case progress forwards and to eliminate any potential for fraud, court need to compel My HOA for information and to take steps protect the estate, which means court need to continue-55 case and provide the relieves sought or convert-55 case into a Motion to Compel so that My HOA's conduct can be brought onto a correct track. Therefore, there are distinct differences between -55 case and plan objection and 1938 appeal case. Thus, court dismissing -55 case was in error.

One important distinction between plan objection (1938 case) and the-55 case is that:

—Plan objection is communication between the creditor and the debtor, with the objection signaling what is wrong in the plan and hoping the debtor take hint to correct the plan. Debtor can ignore the objection and the court can ignore the objection.

—-55 case is an Adversary Proceeding with an Amended Complaint containing allegations and the

court must deem those allegations are true and must adjudicate this case through trial and evidence and testimony to find the facts and the truth and to rule on the relieves sought. In-55 case, Debtor or the court cannot just simply ignore the allegations. Sadly, the court ignored. Not only the court ignored the allegations, but the court also equated the-55 case as plan objections.

Court brushing aside an Amended Complaint containing allegations and relief sought to demand accounting and to compel information and to protect estate, after court ignoring all of that, court then deeming what My HOA provided to the court in the Plan as adequate – all these is troubling because the reason Adversary Proceeding as a legal protocol is allowed is to ensure allegations made in the Complaint have a chance it deserved in a trial, so that facts can be presented to the court for decisions making in the-55 case and in the main bankruptcy case to ensure laws are compiled and court can make equitable and fair and just rulings.

Court keeping-55 case on hold, then confirmed the Plan, then more than 4 months later dismissed-55 case, was done in error.

#### **IV. Court Issued Its Order Granting MTD Based on Court-Created Mootness or Case Similarity or Duplication-ality**

-55 case was filed, and the Amended Complaint was filed because My HOA continued to withhold information from the court and from creditors. My HOA shielded the court and the creditors the material facts and key property and asset and value of those in all of its filings, including the various versions of

the Plans.-55 case and the Amended Complaint were filed while My HOA was still revising the Plans, and those filings prompt to court to demand accounting, complete information and protect estates at the time while My HOA was devising plan so that court can be in a proactive mode to direct My HOA to comply with bankruptcy laws promptly. Appealed order stated that the court deemed the Plan was adequate, which is an assessment of the Plan based on the limited information the Plan presented to the court. Court does not know what was missing from the Plan thus was not able to make a complete assessment of My HOA's ability to pay Debt or to determine what kind of plan is equitable and fair and are in compliance with the laws. Instead of demanding accounting and compel information from My HOA so that court can have a complete pictures of how 80 members and My HOA operates and what the financial data are, the court only adopted a partial demand for a special assessment in its memo for its order confirming the plan and confirmed the plan without providing any relief sought in -55 case. I appealed the plan confirmation order, and that appeal is pending in the 1938 case. As stated above, the legal effect of plan objection and 1938 case is different from the legal effect of -55 case. In addition, the court managed timing of issuing order confirming the plan and of issuing order dismissing-55 case in such a fashion that actually led to the confirmed plan contain fraudulent information warranting the order confirming the plan be vacated.

The reason -55 case was filed prior to the Plan was confirmed was that so the court can compel and demand My HOA follow the bankruptcy laws. This



demand is important because My HOA will not do it by itself and My HOA's counsel will not help My HOA do it neither even though plan objections were filed. -55 case not only has been a good faith case, but it was also filed timely to prevent a fraudulent Plan from being confirmed. Court, however, let -55 case wait, and let the Plan be confirmed first. If I did not appeal the order confirming Plan and let 14 days pass, court will still dismiss -55 case using a reason that the plan has been confirmed and no one appealed confirmation order thus -55 case is moot. Because I appealed plan confirmation order, court used a case similarity or case duplication-ality reason to dismiss -55 case. Such actions by the court is not fair and is not just. Order granting My HOA's MTD should be reversed.

As stated above, court's these actions and actions in such timings do not make a good faith -55 case a not-so-good-faith case or make it a useless case or a case that is no longer needed or a case similar with or a case duplicative to plan objection and to 1938 case. Court's ruling that -55 case must be dismissed because it is the same as plan objection and 1938 case is based on the scenario created by the court's actions and the timings of its actions. Relief sought in -55 case should have been granted in a timely manner so that issues in -55 case could be resolved prior to a revised plan can be submitted to the court and prior to that plan be confirmed so that bankruptcy laws on full disclosure and full accounting and protection of estates can be complied. Therefore, court's own actions and the timing of those actions created a reason used by the court to dismiss -55 case with prejudice, compromising the bankruptcy laws that must

be followed by My HOA. Thus, the court should not have dismissed -55 case.

**V. IRS's Definition of My HOA's Properties Include Common Lands and Roads and Gates and 80 Houses Owned by Members**

Internal Revenue Code § 528 (c) (5) defines Homeowners Association property as:

- (A) property held by the organization,
- (B) property commonly held by the members of the organization,
- (C) property within the organization privately held by the members of the organization

This is consistent with Our HOA's Declaration that Our HOA holds financial interests in the 80 houses. In Our HOA, the property held by the organization is the bank accounts and the balance on that accounts. The property commonly held by the members of the organization are the common lands, the roads, the gates, etc. The property within the organization privately held by the members of the organization are the 80 houses. Clearly My HOA did not disclose many of these properties, including the common lands, the roads, the gates and the 80 houses and the value of them. Court's power is required to compel the disclosure of those properties as well as the value of them. Thus, court dismissed the-55 case in error.

**VI. 80 Members and Our HOA Act Like a General Partnership by the Past and Present Actions and Conducts and Behavior Resulting in 80 Members Are Personally Liable for the Debt of the Our HOA**

This is a new frontier of the law on, when the unique 80 member HOA organization acting like a general partnership with members deciding to bankrupt, can the 80 member HOA attempt to not hold 80 members personally liable for the debt. Although My HOA filed bankruptcy as a corporation, it is actually and effectively a general partnership filing the bankruptcy case, based on the conducts, the behaviors and the words of the 80 members in Our HOA as stated in the undisputed facts section, and the fact that all members share equally in decision making in running the key aspects of Our HOA. According to Florida law, when individual holds out by behavior or words or conduct and represent himself or herself to others that he or she is acting in the capacity of a general partner in an organization, he or she is then liable for the organization's liability or obligations that was caused by his or her behaviors or actions or words or decisions, or caused by the majority of other equal general partners.

Our HOA does not exist in void. The activities of our HOA and directions Our HOA takes are the activities of the 80 members. Therefore, members are responsible for Our HOA's actions and consequences and liability and debts.

According to 11 U.S.C. § 723(a), members as general partners are liable for the deficiency in the property or the ability of Our HOA to pay in full all claims against Our HOA. In addition, members are

jointly and severally liable for the claims against Our HOA because they are general partners of Our HOA or alter egos of Our HOA because they have exercised control on Our HOA to result in liability and damages as general partners or as the alter egos.

This can warrant the establishment of new laws that can govern up to 53% of the households or people in the United States. Based on the actions, conducts and behaviors of the 80 members in Our HOA, the 80 membered HOA function financially and in other ways as a general partnership with each partner having equal control of the organization, receiving equally benefit from the organization and should equally be held personally liable for debts and other obligations of the organization. This is consistent with Our HOA's governing documents on that members are liable for debts and other obligations that Our HOA has. Because members are liable for the liabilities and the debts, information on members need to be provided to the court and to the creditors. Clearly My HOA did not disclose this information, court's power is required to compel the disclosure of those the information as well as the value of any assets or properties held by the members. Thus, court dismissed the-55 case in error.

**VII. Demanding Full Accounting and Compelling Full Disclosure and Ensuring Estate Is Protected Is to Comply with the Law**

Since Bankruptcy courts are courts of equity and court should do what is best for the parties involved within the law and code and local procedures, in order for the court to do its job right, true circumstances should be considered by the court. But true circum-

stances will not be made known to the court if Debtor refuses to disclose accounting and refuses to disclose required information, and this leads to the inability for the court to make the right decision or lead to decisions that were made wrong. Court has the inherent obligation, responsibilities and power to demand and compel information from Our HOA before substantial rulings on the case is made. Both Trustee and Creditor can bring issue of the lack of information to the court's attention by filing adversary complaint or motion to dismiss.

Case laws exist on demanding full accounting, compel disclosure of information, and injuncting taking on financial obligations without court's knowledge and approval thus to protect the estate are countless, those laws are to enforce the bankruptcy laws which require all debtor come to the bankruptcy court with honesty and with full disclosure and be willing to be under the oversight of the bankruptcy court and the US Trustees. When My HOA has not been able to and refused to disclose material information, court is empowered to compel and Injunct debtors to comply with the laws to prevent fraud, etc. US Department of Justice or FBI investigate bankruptcy cases when laws could not be enforced on a debtor and the bankruptcy case evolved to include fraud and other negative elements.

One example information that require compelling of disclosure is the specific common properties and the specific 80 houses and values of them because common properties or 80 equity homeowner members' properties or their interest in properties could be administered and sold in the bankruptcy proceeding, or their value can be required in the reorganization

plan per law, despite such property's use by and connection with Our HOA.

Another example information to be compelled is the properties or assets the 80 equity homeowner members own, including but not limited to any business interest, whether a company, partnership or sole proprietor, and the values of any assets such as inventory and equipment. This is because once the members are to be held liable for Our HOA debts and obligations, this information is needed to make up the deficiencies of debt payments.

Another example information is My HOA has cause of actions and claims against its liability and D&O insurance companies to recover the debts and liability or a portion of the debts and liability Our HOA owes the creditors.

Court without completing-55 case, confirmed My HOA's plan in October 2020. This resulted in My HOA and the Plan not disclosing existing material information prior to the plan confirmation which can result in the confirmation order be revoked. For purposes of revoking confirmation order based on fraud, fraudulent intent is shown when person who is obligated to disclose knows of existence of material information and does not disclose it. Bankr.Code, 11 U.S.C.A. § 1144. *In re Giguere*, 165 B.R. 531 (Bankr. D.R.I. 1994). When Plan confirmation order is revoked, Debtor has to be compelled in-55 case, thus order to dismiss the-55 case was done prematurely and done incorrectly.

Because Chapter 11 debtor-in-possession has fiduciary duty to act not in its own best interest, but in best interest of entire estate, including secured

and unsecured creditors, when My HOA did not act so, I have the right and the standing to file the Adversary Complaint or Motion to Compel to seek court's power to compel My HOA fulfil its duty to the court and to the creditors. *In re Whitney Place Partners*, 147 B.R. 619 (Bankr. N.D. Ga. 1992).

My HOA as a debtor seeking the shelter provided by federal bankruptcy laws is required to disclose all legal or equitable property interests to a bankruptcy court, and, because the bankruptcy court relies on the information disclosed by a debtor, the importance of full disclosure cannot be overemphasized. Bankr. Code, 11 U.S.C.A. § 521. *Chandler v. Samford Univ.*, 35 F. Supp. 2d 861 (N.D. Ala. 1999). When that full disclosure was withheld, court has the duty and power to compel. The Eleventh Circuit has held that an intention to deceive the court may be inferred from a debtor's failure to disclose all assets or potential assets to the bankruptcy court. *See Burnes*, 291 F.3d at 1287 ("the debtor's failure to satisfy its statutory disclosure duty is 'inadvertent' only when, in general, the debtor either lacks knowledge of the undisclosed claims or has no motive for their concealment") (quoting *In re Coastal Plains, Inc.*, 179 F.3d 197, 210 (5th Cir. 1999)); see also *DeLeon*, 321 F.3d at 1291-92 ("Because DeLeon certainly knew about his claim and possessed a motive to conceal it because his amount of repayment would be less, we can infer from the record his intent 'to make a mockery of the judicial system.'" (quoting *Burnes*, 291 F.3d at 1287). *Copeland v. Star Packaging Corp.*, No. 1:10-CV-3012-SCJ-CCH, 2011 WL 13136009, at \*5 (N.D. Ga. May 23, 2011), report and recommendation adopted, No.

1:10-CV-3012-SCJ-CCH, 2011 WL 13141651 (N.D. Ga. June 10, 2011).

In My HOA's bankruptcy case, because My HOA has financial interests in the 80 houses, and because My HOA's property include these 80 houses, and because members are liable for the debts, how members maintain the equity of the 80 houses and their other assets and properties are of importance. Diminishing equity in those houses, for example, members take on more or new home equity loans or use home equity line of credit, diminishing My HOA's financial interest in the 80 houses or diminishing the values of the 80 houses are transfer of estate, and are diminishing asset of anyone who is liable for My HOA's debts (this can also include members take on more personal loans as new debts, reducing member's ability to pay existing debts). Therefore, court has the responsibility and duty and power, when moved, to ensure estates are protected and information is disclosed. Actual intent by debtor to hinder, delay, or defraud creditors, such as will permit avoidance of transaction as fraudulent transfer, may be gleamed from inferences drawn from a course of conduct. Bankr.Code, 11 U.S.C.A. § 548(a)(1)(A). *In re Toy King Distributors, Inc.*, 256 B.R. 1 (Bankr. M.D. Fla. 2000). This is to prevent any potential transfer and to identify any already made transfer on transfers that lead to (1) a creditor to be defrauded, (2) a debtor intending fraud, and (3) a conveyance or transfer of property which could have been applicable to payment of a debt due. Fla. Stat. Ann. § 726.105(1)(a). *In re Able Body Temp. Servs., Inc.*, No. 8:13-BK-06869-CED, 2020 WL 8611293 (Bankr. M.D. Fla. Nov. 19, 2020).



Considering My HOA's original goal to bankrupt was to avoid state court litigation trials and to intend to go through the motion of bankruptcy for the purpose of getting rid of all debt and not pay all debt, My HOA's conduct in the bankruptcy case has been consistent with that goal. Disclosing any information will be counter that goal. My HOA will not volunteer any information. The misled court proceeds with the case while fraud upon the court takes place without the court's knowing, and leading the court to dismiss-55 case, a case that is well needed in this bankruptcy case. Court's dismissal of-55 case was done in error.

#### **VIII. Laws Governing HOA Bankruptcy Should Be Good Laws**

If there is existing law that allows or if there is lack of law that governs such that members in an HOA can take actions and those actions result in debts, then the members of the HOA can employ bankruptcy to get rid of all the debt while they personally are not held liable for the debt and while the organization continue operating and continue maintain the same lifestyle – then that existing law is not a good law or the lack of law void should be filled with good law. Without good law to govern how HOA bankruptcy can proceed can result in erosion of the legal proceedings that leave HOA members taking advantage of the legal system creating financial disasters and hardship for the creditors.

**IX. My HOA's Attorneys Have Not Exhibited Active Concern for Interests of Estate and Its Beneficiaries**

My HOA's attorneys from the first time when he met with the 80 members set a goal to bankruptcy and that goal penetrated in most of the conduct My HOA did in court with most of the conducts not for the best interest of the estate or the estate's beneficiaries or the court or the creditors. Unique circumstances which surround the filing of Chapter 11 case actually should have placed attorney for Our HOA the debtor-in-possession in unusual position of sometimes owing a higher duty to estate and bankruptcy court than to his client. However, attorneys for Our Debtor continued to pursue the original bankruptcy goal, did not assist Our HOA to timely reveal the annual revenues or reveal special assessment history of Our HOA, or disclose all Our HOA's properties or interests in the 80 houses, etc. Counsel for Chapter 11 debtor-in-possession cannot close their eyes when debtor and its members are not acting in best interests of estate and its creditors. *In re Whitney Place Partners*, 147 B.R. 619 (Bankr. N.D. Ga. 1992). Attorneys here appeared to have only focused on their original goal, not on full disclosure or assisting My HOA to make full disclosure to the court and to the creditors. Attorneys assisted Our HOA to dismiss-55 case to further shield information and data from the Court that resulted in the dismissal of-55 case in error.

**CONCLUSIONS**

Given the foregoing, Court should review this appeal and reverse Bankruptcy court's order that

granted My HOA's Motion to Dismiss, and during the appeal pending stage for 1938 case, direct-55 case be left alone or stayed waiting for 1938 case to reach finality or wait for other issues related to the Plan to reach finality, because in the event My HOA need to revise the Plan,-55 case is still needed so that court can demand accounting, compel information and secure estate.

April 12, 2021, respectfully submitted by,

/s/ Alice Guan

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[ \* \* \* ]

### **CERTIFICATE OF COMPLIANCE**

The undersigned hereby certifies that this initial brief complies with the page, type-volume limitation of Federal Rule of Appellate Procedure. This brief use a Times New Roman 14-point font and contains less than the maximum number of lines of text.

Respectfully Yours,

/s/ Alice Guan

Alice Guan, pro se

### **CERTIFICATE OF SERVICE**

I hereby certify that on April 12, 2021, a true and accurate copy of the foregoing has been served via Emails to:

Counsels to Ellingsworth Residential Community, Inc., Justin M. Luna, Esquire, et. al. at Latham, Luna, Eden & Beaudine, LLP, Post Office Box 3353, Orlando, FL 32802-3353, via emails to: [jluna@lathamluna.com](mailto:jluna@lathamluna.com), [dvelasquez@lathamluna.com](mailto:dvelasquez@lathamluna.com), [lvanderweide@lathamluna.com](mailto:lvanderweide@lathamluna.com), [wthomas@lathamluna.com](mailto:wthomas@lathamluna.com), [ctaylor@lathamluna.com](mailto:ctaylor@lathamluna.com)

Per direction of Ellingsworth Residential Community, Inc., c/o Community Management Specialists and per directions of Mr. Justin Luna, this document was NOT emailed to:

Ellingsworth Residential Community, Inc., c/o Community Management Specialists, 71 S. Central Ave., Oviedo, FL 32765 to Kevin Davis, Manager for the Debtor and general email box via email address at [Kevin@cmsorlando.com](mailto:Kevin@cmsorlando.com), and also to: [info@cmsorlando.com](mailto:info@cmsorlando.com),

Per direction of L. Todd Budgen, this document was NOT emailed to:

L. Todd Budgen, Subchapter V Trustee, P.O. Box 520546, Longwood, FL 32752, via email at: [Todd@C11Trustee.com](mailto:Todd@C11Trustee.com)

Per direction of The U.S. Trustee, c/o Audrey M. Aleskovsky, this document was NOT emailed to:

The U.S. Trustee, c/o Audrey M. Aleskovsky, 400 W. Washington Street, Suite 1100, Orlando, Florida 32801, vis email at: [audrey.m.aleskovsky@usdoj.gov](mailto:audrey.m.aleskovsky@usdoj.gov).

App.60a

Note: all parties entitled to receive electronic noticing via CM/ECF will receive those documents when these documents are docketed by the court. April 12, 2021,

Respectfully Yours,

/s/ Alice Guan  
Alice Guan, pro se

App.61a

**APPELLANT REPLY BRIEF  
(JULY 2, 2021)**

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UNITED STATES DISTRICT COURT MIDDLE  
DISTRICT OF FLORIDA ORLANDO DIVISION

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ALICE GUAN,

*Appellant,*

v.

ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Appellee.*

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No. 6:21-cv-279

Appeal of Orders of the United States Bankruptcy  
Court Middle District of Florida Orlando Division  
Case No. 6:20-AP-55-KSJ from 6:20-bk-01346-KSJ  
(Hon. Karen Jennemann)

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**FACTS AND PROCEDURAL HISTORY**

**[based on the documents in this case,  
in 6:20-ap-55, in 6:20-bk-1346, in IB and  
cases referenced thereof, in AB, on my  
knowledge as a member of the Debtor]**

I have been a homeowner member of my HOA since 2014. Per ABp1: my HOA was newly formed in 2013 and there are 3 subdivisions, My HOA's source of income is dues and assessment from 80 homeowners' "HO". I have diligently attended most of the meetings of my HOA, including but not limited to the most recent Board meeting on June 30, 2021 and I have made an effort to stay abreast of what is going on in My HOA.

In AB page2 (p2), My HOA painted falsely of not able to sustain "routine business and maintenance" due to "ongoing litigation in the State court Lawsuit" and it incorrectly stated that it had to pay "legal fees incurred in defending the litigation". My HOA has the audacity to continue misrepresent in its AB, just as it did in many of its prior pleadings in courts and it continues to commit omission of information that it has a duty to disclose by Laws to the courts and creditors.

The fact is, My HOA's routine business and maintenance have never been affected through the years, because the annual base assessment was used to pay for all anticipated expenses to maintain the common areas and to pay all usual bills. When the base annual due was not enough to pay for these routine businesses and maintenance, that due (after the summer of 2017) was increased through the years to catch up with the increase of those usual expen-

ses, and this due increase is usual because things get more expensive as time goes and the initial due was set too low. Before the summer of 2017, My HOA was under the management of Meritage Homes, Florida Inc ("Meritage") (which was the new home and new community developer who developed the 3 new subdivisions and all the new private roads within them between the years of 2014 and 2017) and Meritage paid all expenses that our then very low monthly due could not cover and it also paid for all legal fees to Carlos Arias' law firm so that firm could sue and continue to sue me. After the summer of 2017 when My HOA was turned over from Meritage to HO, My HOA decided to continue sue me even though it (including the HO) knew that lawsuit against me was maliciously filed and has no legal basis. When Carlos Arias' legal bill (fee to pay Carlos Arias and Laura Ballard) built up and demanded to be paid, HO voted to raise \$100,000 special assessment to pay the legal fee debt and voted to continue the lawsuit against me, which led to each house pay \$1250 over 7 months. So, My HOA always had the money to pay legal fees to sue me in the Complaint it filed (and later it lost the case), because it used special assessment to pay and none of the routine business and maintenance was affected. It is astonishing that My HOA continues to falsely tell the court that it has to pay fees to defend my Counterclaim in the state court and at the same time My HOA has been concealing that it had Liberty Mutual insurance company during the 2016 - 2017/2018 timeframe and Liberty Mutual not only used its money completely performed the defense work on my Counterclaim, it also paid for two attorneys Matt Bernstein and Tim Kazee to prosecute me



in the Complaint My HOA filed against me. So, the fact is: My HOA did not spend a penny defending the Counterclaim and never will need to. As a matter of fact, My HOA's current President Mike Panko stated in the 341 Creditor's meeting that Liberty Mutual not only defended the Counterclaim it actually is responsible to pay for the damages in that Counterclaim. However, My HOA filed bankruptcy and transferred my counterclaim to the Federal court but never told the court that it has a claim against Liberty Mutual to seek damages for my counterclaim. My HOA is waiting to initiate claims later against Liberty Mutual and against Travelers (My HOA has a claim against Travelers Insurance company to recover the debt My HOA owes me for my legal fees in the Complaint My HOA filed and lost) so that proceeds can stay outside of the bankruptcy court and outside the estate, just as it did when it intentionally initiated claims against Carlos Arias' law firm for legal malpractice after its reorganization plan was approved (although its reorganization plan did state it has this legal malpractice claim and BK court knew about that claim), now My HOA has recovered \$300,000 from that legal malpractice claim and according to Mike Panko who stated clearly on June 30, 2021 Board meeting (Doc 32) that: that \$300,000 stays outside of the bankruptcy court, it will be used to reduce the special assessment that the court required My HOA to collect to pay debt – Mike Panko's statement is consistent with My HOA's well planned strategy during the course of its bankruptcy: in Dec 2020, it stated in two letters that once proceeds from legal malpractice is obtained it will be used to reduce and offset the special assessment that

HO has already voted to collect to pay debt. Doc32 Ex. B and C.

AB page 2 paragraph 2 presented a false \$200,000 deferred repair and maintenance cost again. The roads in our private community were newly built in 2014-2017 and they are lightly travelled by the members of the about 28-30 households in each the 3 separately gated communities. Per all prior discussion and planning, they do not need any resurfacing or repair until 15-20 years later and we all knew about these needs in the long future and 15-20-year resurfacing is a standard time frame for heavily travelled road. Any current or future issues with the road or sidewalk belong to construction defect issues, My HOA is very familiar with taking on Meritage on these issues, and it knows to do the same to seek construction defect relief if any new issues are identified. Meritage has already been paying for the road and sidewalk repairs and their recent repair work is in year 2021, see Doc 32 Exhibit A. Even if there are any unexpected needs for my HOA to repair anything in the future, My HOA knows the HO can come up with special assessment in the amount at least \$1250 per house over 7 months, which is \$100,000 over 7 months (HO voted once on such an amount in year 2019 and collected all), and that can be done when the needs arise. While My HOA has been making a false claim on road repairs and on \$200,000 needs, it did not provide the courts an expert turn over analysis that it claimed to have, and did not provide any supporting documents on why My HOA is required or is obligated to repair the road using \$200,000 funds. If there was an expert turn over analysis done, it would be done at the time

of turn over in the summer or prior to the summer of 2017 when Meritage turned over the HOA to HO and any reserve fund needed per such a report would have to be funded by Meritage prior to turn over can be completed. These are the facts My HOA is shielding from the courts.

AB page 2 paragraph 3 states a frequent change in the Board and management company again (in the same manner as My HOA stated in prior pleadings and filings) as if those changed impacted the financial abilities but it refused to give background and details, and it attempts to attribute to these changes to its purported inability to pay bills. Not true. After 2017, the management company Titan was absorbed by a company in Champion Gate southwest of Disney World, so there was a name change, then this company wanted to let go My HOA claiming it only supports builder managed HOA. My HOA's next management company and its Staff Ben Isis and our HOA President Tina Verstrate were sued by other owners through HUD for harassment and discrimination (see Mike Panko's admission under oath in the 341 Creditor's meeting), they had to resign or withdraw. This brings My HOA to the 4th management company that it currently has. My HOA's By-law and other governing documents requires we have annual reelection of members to the Board, so naturally, we have one board each year. Resignation of Tina Verstrates caused an extra change of the Board. Thus, 5 changes of the Board is not only usual but it is required by our governing documents. Nothing in those above changes has hindered My HOA to collect dues or increase annual dues to compensate the naturally increased cost and expenses or impose special assessment to continue to

sue me in the state court in its Complaint filed against me. During those relevant years, My HOA also sued Meritage on a wall construction defect and received repair of the walls through that, and it paid all expenses even through the date of its filing of bankruptcy on March 3, 2020, except for withholding several expenses unpaid (so it has creditors other than me) even though it had ample cash in the bank at that time to pay them all.

AB page 3 paragraph 2 discussed annual due increase to mitigate a purported threat to its ability to operate. My HOA failed to inform the court that before the 2017 turnover, Meritage kept the monthly due very low and it was attractive to new home buyers, and Meritage subsidized all expenses that this low monthly due can not cover. After the turnover, HO has to pay all expenses and there is a natural increase of cost-of-living resulted increase in expenses each year, thus the increase in the base annual assessment has been expected in this half million to million dollars per home community and the increase has put no burden to the owners who are executives and full UCF professors and business owners and alike who own homes in My HOA. After My HOA filed bankruptcy, all usual expenses continued and there has been no cut back or restructuring in expenses or any effort of HO to do any work in place of paying someone to do the work; HO, Appellee first refused call HO to vote for special assessments to pay any debt, it also shielded the court from knowing that it has special assessment capability to pay debt; upon my filings in court objecting to My HOA's behavior and upon Court's urging, HO voted special assessment of only paying \$60/month which is 1/3 of

the past special assessment rate (\$180/month to pay Carlos Arias to continue sue me in 2019). Now My HOA also has another \$300,000 from legal malpractice claim settlement that it intends to keep out of the estates, it has additional capability to raise additional special assessment, and it has claims against its past insurance companies and against Meritage that it is waiting to pursue later so the proceed can stay outside the court and outside of the BK Court estate.

Debtor filed a plan, two supplements, a final plan, BK Court scheduled/held multiple hearing times. I have filed written objections to each and appealed the confirmation order. The claims and relief sought in those filed documents are different from claim/relief sought in 6:20-ap-55 ("-55 Case") and in this appeal.

In BK Court during the hearing of-55 Case, I have moved BK Court and asked permission to amend the Complaint for the second time and I informed the court that I will remove the Breach of Contract count, although the remaining 2 counts have stated claims upon which relief can be granted I moved the court to allow me to further perfect them, and I asked BK Court convert the Amended Complaint into a Motion to Compel in the main case in BK Court if BK Court deems that is the better or the correct procedure or venue, but the court denied my motions and refused my requests.

#### **ARGUMENT AND MEMORANDUM OF LAWS**

This appeal is built on the basis of laws. For example: Debtor must fully disclose all information relevant to administration of bankruptcy case and it is not for debtor to decide what is and is not relevant. Bankr. Code, 11 U.S.C.A. § 727(a)(4). *In re Matus*,

303 B.R. 660 (Bankr. N.D. Ga. 2004). Debtor's estate must be strictly protected from erosion. Also, post-petition property acquired by the estate is included in the estate if it was created with or by property of the estate, acquired in the estate's normal course of business, or is otherwise traceable to, or arises out of, any prepetition interest included in the bankruptcy estate. 11 U.S.C.A. § 541(a)(7). *In re Bardales*, 609 B.R. 260 (Bankr. D. Idaho 2019). When Debtor has been exhibiting behavior to conceal information and to erode the estate at the onset and since the time when it filed the petition, BK Court has the authority, duty, and responsibility to compel Debtor for information and to injunct Debtor to protect the estates. These are the focused issues of this appeal.

AB did not rebut many aspects contained in my IB. Any aspects in my IB that are not rebutted by the AB are aspects conceded by the Debtor. Those aspects include but not limited to: Demanding Full Accounting and Compelling Full Disclosure and Ensuring Estate Is Protected Is to Comply with the Law, Laws Governing HOA Bankruptcy Should Be Good Laws, My HOA's Attorneys Have Not Exhibited Active Concern for Interests of Estate and Its Beneficiaries, In MTD Stage, Court Must Assume All Allegations Made in the 1st Amended Complaint Are True and Must Rely on Rule and Law to Defeat the-55 Case Which Debtor and Court Did Not Do, and many aspects contained in my IB's section of UNDISPUTED FACTS AND FACTUAL PROCEEDINGS OF AND RELATIONSHIPS BETWEEN CASES.

In this Appeal, I did not include issues related to the breach of contract count, this appeal is not about determining the amount Debtor owes me. Therefore,

any content in AB relating to breach of contract count or relating to my claims or amount Debtor owns me are irrelevant to this appeal and should be discarded in this appeal.

My IB has already countered most of the content in AB. To further counter AB, this Reply Brief has provided additional facts, arguments and laws above and will provide additional arguments and law as followings:

My HOA continues misinform the courts and continues conceal and omit critical information, through the time when it filed its AB. Debtor continues to erode and decrease the estate up through the time when this brief is filed. This shows there is indeed a critical need for the court to compel and to injunct. I as the creditor and a member of my HOA has the right to bring forth the 1st Amended Complaint and to bring forth this appeal, for both of which I have asserted claims upon which relieves can be granted, and for both of which contain issues not contained in any other cases or appeals, the 1st Amended Complaint or the converted Motion to Compel are the correct procedures to seek reliefs, and I should have been granted the opportunity to perform 2nd amendment or to convert to motion to compel and to continue pursue this important endeavor to ensure Debtor complies with Federal Laws.

**I. BK Court Erred by Not Granting Request to Amend the Complaint for the Second Time and Erred by Not Allowing the Amended Complaint be Converted into a Motion to Compel if BK Court Deemed Case-55 is Not the Correct Venue**

AB page 9 Section A claims the dismissal was done because amending the Complaint would be futile and cited case law *Crawford's Auto Center, Inc. v. State Farm Mutual Automobile Ins. Co.*, 945 F.3d 1150, 1162-63 (11th Cir. 2019), citing of such case law is misplaced because in this case law, there were omissions of material fact in the Complaint and no matter how the Complaint is amended it will not change the fact that automobile insurance companies' actions do not result in the claims or relief sought.

However, in this instant case, Debtor by Federal law is required to disclose information and keep estate intact, material facts have been adequately pled in my 1st Amended Complaint and the BK Court has the inherent duty to compel and to injunct. My Request to provide the 2nd amendment of the Complaint by removing Count I and by further perfect Courts II and III has been reasonable and BK court is required to grant liberally the opportunity to amend. But the BK Court erred by denying the request to amend the Complaint for merely the 2nd time and erred by not allowing the Amended Complaint to be converted into Motion to Compel if BK Court Deemed Case-55 is Better Served by a Motion to Compel.



**II. 1st Amended Complaint Has Clearly Stated Claims for Which Relief Can Be Granted, It or Its Converted Motion to Compel Is the Correct Procedure to Seek the Relief Sought**

AB Section C falsely claimed without stating facts that my 1st Amended Complaint contained only labels and conclusions and was a recitation of the elements of cause of actions and claims are possible but not plausible. As AB did not rebut my IB and the 1st Amended Complaint on the information that Debtor by law must provide, My HOA has conceded that it did have the legal obligation to provide that information when it became a debtor. A reading of my 1st Amended Complaint will defeat AB's such claims because I have met all of the pleading requirements in the 1st Amended Complaint which contains plausible claims upon which BK Court can grant the relief of compelling information from the debtor and injuncting the debtor to ensure estate is protected.

AB cited *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 569 (2007) which is a case there lacks enough factual matter, lacks elements to support the claims thus SCOTUS reversed Court of Appeals' ruling. In the instant case, My HOA did not find any lacking facts or elements to support Counts II and II because I have pled ample facts to seek relief from the BK Court to Compel and to Injunct in this bankruptcy case per Federal Law. This is not a case purely between two parties due to some contract disputes as in *Bell*, this is a case when HO chose to bankrupt thus it must comply with Federal Laws.

AB cited *Zaki Kulaibee Establishment v. McFlicker*, 771 F.3d 1301, 1311 (11th Cir. 2014). But this case law is irrelevant to-55 Case or this appeal

because this case is on two parties' disputes, and it involves no bankruptcy proceedings and the parties do not have debtor-creditor relationship as in a BK Court. In the instant case, Debtor by Federal law is required to disclose information in BK court.

Likewise, My HOA came to the Federal Court to seek protection and by doing do, it automatically offered all of its estate to the BK court and that estate must be kept intact thus injunction to maintain the integrity of that estate is automatically required by Federal Laws. AB cited *KH Outdoor, LLC v. City of Trussville*, 458 F.3d 1261, 1268 (11th Cir. 2006), which is a case law that does not involve bankruptcy case and the parties do not have debtor-creditor relationship, thus this case law is not relevant and citing it is misplaced.

BK Court estate for the Debtor include all asset, property and income as outlines in the 1st Amended Complaint and in IB. AB and the BK Court continuing disregarding these are in error. Debtor cannot use a corporation as a shield to allow all the HO operate at will on income amount and debt payment and vote to bankrupt themselves and refuse to pay all debt when HO clearly can afford to pay all debts but conceal that financial ability and other information. While the Bankruptcy Code provides most debtors with fresh start, it prevents dishonest debtors from improperly using the Code as shield. Bankr. Code, 11 U.S.C.A. § 101 et seq. *In re Matus*, 303 B.R. 660 (Bankr. N.D. Ga. 2004).

**III. -55 Case Is Different from Objecting to Plan or Plan Confirmation and This Appeal is Different from Case 6:20-cv-1938 and BK Court Has Jurisdiction in Case-55**

AB page 8 and page 9 paragraph 1, etc. and the BK Court incorrectly stated the purpose of this appeal. This appeal is not the same as the objection to the reorganization plan or to the plan confirmation or the appeals on those issues. This appeal is not to resolve the amount Debtor owes me. Thus, Sections including but not limited to Sections B and D in AB that purports this appeal is same as the objection to the reorganization plan or to the plan confirmation or the appeals on those issues, and purports this appeal is to resolve the amount Debtor owes me are all irrelevant to this appeal. See IB which clearly stated the issues of this appeal. BK Court has jurisdiction in-55 Case.

Furthermore, even Debtor admitted by its AB pages 9-16 this appeal has a fundamentally different issues to deal with because it listed that this appeal case involves additional facts that other cases or other appeals do not contain, such as those presented in the mid-section of AB page 12. Ultimately, AB described in the last paragraph of page 12 about injunctive relief which is a topic not in any other case or other appeals.

The missed connection in AB and by BK Court is that: Debtor and BK Court equated relief sought for Debtor volunteer information as the same as relief sought for Court to compel and to injunct. These two are legally and fundamentally different issues, confusing these two as the same would lead to AB and BK Court's kind of conclusion which is in error.

Rebuttal AB page 15: there has been clear distinction between the claims raised in the objection to plan confirmation and the claim/relief sought made in the 1st Amended Complaint. This is evident from my briefs filed in this case and in other cases. Truthful information must be disclosed by the Debtor and Judicial systems allows and encourages several avenues to meet these objectives independently, for example: appeal to plan confirmation order, adversary proceeding such as the 1st Amended Complaint or its conversion to a motion to compel, Rule 1144, etc. Therefore, AB page 15 and the BK Court have misunderstood the judicial system and procedures and equated various different legal avenues as same, but they are not the same and they are not interchangeable, and one cannot replace the other.

Facts showed that estate protection requires BK Court to injunct for without the injunction, the estate is eroded and deleted, by at least \$300,000 for now.

AB's use of *In re Bilzerian*, 188 B.R. 44, 45 (Bankr. M.D. Fla. 1995) is misplaced, there, it is AFTER appealing judgment of allowing creditor's guarantee claim, trustee filed motion for relief. In the instant case, the Complaint and the 1st Amended Complaint were filed prior to the plan confirmation (ABp5-6). The purported mootness or interference is created and self-inflicted by the BK court.

**CONCLUSIONS:**

Given the forgoing, the BK dismissed the 1st Amended Complaint in error and the dismissal order should be reversed and vacated.

At about 7:30PM on July 2, 2021, respectfully submitted by,

/s/ Alice Guan

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[ \* \* \* ]

**CERTIFICATE OF COMPLIANCE**

The undersigned hereby certifies that this reply brief is 15 pages and it complies with the page, type-volume limitation of Federal Rule of Appellate Procedure. This brief use a Times New Roman 14-point font and contains 3956 words and 297 lines of text.

Respectfully Yours,

/s/ Alice Guan

Alice Guan, pro se

**CERTIFICATE OF SERVICE**

I hereby certify that on July 2, 2021, a true and accurate copy of the foregoing has been served via emails to:

Counsels to Ellingsworth Residential Community, Inc., Justin M. Luna, Esquire, et. al. at Latham, Luna, Eden & Beaudine, LLP, Post Office Box 3353, Orlando, FL 32802-3353, via emails to: jluna@lathamluna.com, dvelasquez@lathamluna.com, lvanderweide@lathamluna.com, wthomas@lathamluna.com, ctaylor@lathamluna.com

Per direction of Ellingsworth Residential Community, Inc., c/o Community Management Specialists and per directions of Mr. Justin Luna, this document was NOT emailed to:

Ellingsworth Residential Community, Inc., c/o Community Management Specialists, 71 S. Central Ave., Oviedo, FL 32765 to Kevin Davis, Manager for the Debtor and general email box via email address at Kevin@cmsorlando.com, and also to: info@cmsorlando.com,

Per direction of L. Todd Budgen, this document was NOT emailed to:

L. Todd Budgen, Subchapter V Trustee, P.O. Box 520546, Longwood, FL 32752, via email at: Todd@C11Trustee.com

Per direction of The U.S. Trustee, c/o Audrey M. Aleskovsky, this document was NOT emailed to:

The U.S. Trustee, c/o Audrey M. Aleskovsky, 400 W. Washington Street, Suite 1100, Orlando, Florida 32801, vis email at: audrey.m.aleskovsky@usdoj.gov.

App.78a

Note: all parties entitled to receive electronic noticing via CM/ECF will receive those documents when these documents are docketed by the court. July 2, 2021,

Respectfully Yours,

/s/ Alice Guan

Alice Guan, pro se

App.79a

**PETITIONS FOR PANEL REHEARING AND  
REHEARING/HEARING EN BANC  
(JUNE 16, 2022)**

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CASE NO. 22-11117

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

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ALICE GUAN,

*Appellant,*

v.

ELLINGSWORTH RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,

*Appellee.*

---

Petition to Appeal of Order of the  
United States District Court Middle District of  
Florida Orlando Division Case No. 6:21-cv-279-WWB  
(Hon. Wendy Berger) (from Bankruptcy Case No.:  
6:20-bk-01346-KSJ, Hon. Karen Jennemann/LVV)

---

**PETITIONS FOR PANEL REHEARING  
AND REHEARING/HEARING EN BANC**

Alice Guan seeks this court to maintain the uniformity  
of this court's decisions and Alice Guan States the  
proceeding involves several questions of exceptional  
importance Because among other reasons



App.80a

Circuit Judges PRYOR, LUCK, and LAGOA  
Erred Significantly by

Misapply and Misuse 2 Case Laws and by  
Ignoring Laws Established by SCOTUS and by  
Other Circuits' Courts of Appeals

---

Alice Guan

*Pro Se Appellant*

11654 Plaza America Drive, #286

Reston, VA 20190

617-304-9279

AliceGuan2016@gmail.com

**CERTIFICATE OF INTERESTED  
PERSONS (CIP)**

Appellant, Alice Guan, files this CIP and certifies that, to the best of her knowledge, the following persons and entities have an interest in the outcome of this petition for appeal:

Abualsamid Ahmad  
Acero Arlyne A  
Ankur Deshmukh P  
Ba Yonghong  
Balasundaram Babu  
Ballou Steven E  
Batarseh Issa E  
Benitez Felix A  
Berger (Hon.) Wendy  
Bhagavatheeswaran Sreedhar  
Cai Weidong  
Carrion Janelle N  
Casals Jose L Jr  
Castellano Miguel A

App.81a

Citty Dixie  
Coccia Megan  
Collins Martin  
Cui Wei  
Da Silva Enio C Soares  
Dockham Maria A

ELLINGSWORTH RESIDENTIAL COMMUNITY  
ASSOCIATION, INC.

Finch Daniel C  
Gatten David M  
Gilbert Multida  
Greenier Alexis K  
Hagan David  
Hall Jeffrey B  
Hameed Adnan A  
Hamilton Louis J  
Hansen Alicia  
Hopkins Michael V  
Iglesias Armando E  
Itani Mohamad  
Jajoo Ajay  
Jennemann (Hon.) Karen  
Joshi Mayuresh S  
Kersten Rene  
Kincaid Chip H  
Kobus Reinier A  
Kroger Lisa  
Kullu Hesna M  
Lange Erik

LATHAM, LUNA, EDEN & BEAUDINE, LLP

Liu Dapeng  
Liu Haiying  
Liu Ming

Lu Hsein Yi  
Luna Justin M.  
Maldonado Idania  
Marino Joseph P  
Markman Jeremy  
Marrero Yvette C  
McLaughlin Derek  
Miller Steven M  
Mogle Vikas T  
Morris Christina N  
Nguyen Dung Van  
Nguyen Ngoc V  
Novick Jared E  
Overbaugh Susan  
Panko Michael E  
Patel Amit R  
Patel Urvish K  
Percival Robin K  
Ramos Gabriel V  
Ran Bing  
Ravani Nilay  
Shah Krunal J  
Shah Purvesh V  
Sharma Devanand  
Song Haifeng  
Spencer Stacey  
Sprague Robert  
Sun Qiyu  
Taylor Christina  
Teixeira Eduardo V O  
Thomas Anne  
Tran Tam  
Velasquez Daniel A.  
Verstrate Christina  
Vicente Jorge F Reyes

Wemert Jennifer C  
Wilson Deanna S  
Wood Kenisha T  
Yao Song  
Yooseph Shibu  
Zdralic Hans

\* \* \* \* \*

### SUMMARY STATEMENTS

The Panel (Circuit Judges PRYOR, LUCK, and LAGOA) dismissed the appeal for lack of jurisdiction on June 2, 2022 (“The Order”) deeming lower courts’ orders are not final, but besides the 2 case laws erroneously cited in The Order, The Order did not provide any analysis or factual basis for the dismissal except claiming without any support “bankruptcy court will have to exercise “significant judicial activity” on remand”.

The Panel could not or intentionally chose not to recognize that Alice Guan (“Alice”) sought the relief of converting the adversary case into a Motion to Compel and both lower courts refused such relief which effectively and permanently ended the stand-alone motion to compel action or issue or controversy from a distinct proceeding.

Because lower courts’ refusals to convert the case into a “Motion to Compel”, their orders leave them nothing else to do on the issues. Thus, their orders are final and ripe for this court.

The Panel decision conflicts with the laws, it improperly extinguished a real and live dispute and prevent the dispute from been properly and timely adjudicated, a dispute involving parties with a genuine

interest in its outcome AFTER the lower courts have exhausted all their actions and AFTER they already offered final orders that this court must adjudicate in this appeal.

Circuit Judges PRYOR, LUCK, and LAGOA incorrectly applied *Mich. State Univ. v. Asbestos Settlement Tr. (In re Celotex Corp.)*, 700 F.3d 1262, 1265 (11th Cir. 2012) citing “explaining that both the bankruptcy court’s order and the district court’s order must be final or otherwise appealable for purposes of our appellate jurisdiction”. The Panel erred for several reasons:

In *Mich. State Univ.*, colleges that had brought damage claims against a trust established under debtors’ confirmed Chapter 11 plan filed motion for leave to sue the trust in a non-bankruptcy forum BUT Bankruptcy Court denied the motion on grounds that it had exclusive jurisdiction over the claims against the trust, and colleges appealed, 11<sup>th</sup> Circuit Court of Appeals held that: the bankruptcy court order and the district court order were not “final” orders over which the Court of Appeals had jurisdiction- *In re Celotex Corp.*, 700 F.3d 1262 (11th Cir. 2012) – and it explained that the damage claims will get adjudicated by bankruptcy court (that court elected to do the work of adjudication).

The Penal erred because this instant case is different from *Mich. State Univ.* because, here, both lower courts have refused to convert the case into Motion to Compel by electing Not to Do the Work at all regarding actions associated with the requested Motion to Compel.

The Panel improperly applied *Mich. State Univ.* also because *Mich. State Univ.* is Motion to Lift Automatic Stay that the Colleges seek to litigate outside the bankruptcy court, a situation clearly stated as in: the automatic stay bars commencement or continuation of lawsuits to recover from the debtor, enforcement of liens or judgments against the debtor, and exercise of control over the debtor's property. 11 U.S.C.A. § 362(a). *Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 140 S.Ct. 582, 205 L.Ed.2d 419 (2020), thus any effort to sue the debtor or its trust outside the bankruptcy court requires a motion be granted by the bankruptcy court, which *Mich. State Univ.* denied.

By improperly applying *Mich. State Univ.*, The Panel happened to or chose to violate these following laws by stating the orders are not final orders when The Panel knew or should have known their *Mich. State Univ.* case has already been superseded by these:

*Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 140 S.Ct. 582 (2020) and *In re Moore*, No. 20-40309-EJC, 2020 WL 5633081, at \*6 (Bankr. S.D. Ga. Aug. 27, 2020) provide: Order Denying Relief from Stay is a Final Order because the order in question terminates a procedural unit separate from the remaining case. 28 U.S.C.A. § 158(a). The Supreme Court has held that adjudication of a motion for stay relief is final and immediately appealable.

The Panel also erred when using *Mich. State Univ.* because in this case law the issue is on where the forum convenes and The Panel is contrary to Dismissal under the doctrine of forum non conveniens ranks as a final decision, for purposes of appeal. 28 U.S.C.A. § 1291. *Ritzen Grp., Inc. v. Jackson Masonry*,

*LLC*, 140 S.Ct. 582, 205 L.Ed.2d 419 (2020); and contrary to *DIRTT Env't Sols., Inc. v. Henderson*, No. 1:19-CV-144 DBB-DBP, 2021 WL 2717949, at \*2 (D. Utah July 1, 2021) which granted Plaintiffs' motion.

The Order also misused and misapplied *Miscott Corp. v. Zaremba Walden Co. (In re Miscott Corp.)*, 848 F.2d 1190, 1192–93 (11th Cir. 1988).

In *Miscott Corp.*, Debtor brought proceeding against owner to foreclose mechanics' lien and for breach of contract, and owner counterclaimed for breach of contract. The Bankruptcy Court . . . determined that debtor was not entitled to final payment and that owner was entitled to attorney fees as prevailing party, and appeal was taken. . . . District Court . . . affirmed as to liability for breach of contract, but remanded for further factual development concerning entitlement to award of attorney fees. On appeal, 11th Circuit Court of Appeals . . . held that Court of Appeals did not have jurisdiction as District Court decision was not final. In this case law, the district court specifically outlined the specific tasks the bankruptcy court must do in regard to ALL issues appealed and indeed that bankruptcy court would have some level of activities deserving considerable discretion.

The Order cited *Miscott Corp.* with "(stating that a district court order remanding an action to the bankruptcy court for further proceedings is not final "if on remand the bankruptcy court is required to exercise significant judicial activity involving considerable discretion" in carrying out the district court's order)" but when The Order applied this case law to the instant appeal, Circuit Judges PRYOR, LUCK, and LAGOA could not and did not state

anything on WHAT “significant judicial activity involving considerable discretion” is required of Judge LLV in this bankruptcy case, The Order did not state anything at all because if it did, it would have to state that both lower courts denied to install the requested relief of Motion to Compel critical financial information and to compel the protection of the bankruptcy estate thus those lower courts have rid themselves of any judicial activities on the issue, let alone any “significant judicial activity” or “involving” any “considerable discretion”, period; Circuit Judges PRYOR, LUCK, and LAGOA did not and could not make any factual statements or offer any analysis in this regard because if they began to do so, they would have found themselves not be able to dismiss the appeal for lack of jurisdiction. Instead, they picked a few words from the case law, chose not to show why it does not apply to this instant appeal at all, hoping Alice Guan not bother to check the laws and to compare those with the facts, and hoping Alice Guan would take the clever bait to wait 21 days to file motion for reconsideration (as stated in The Order) so to miss the 14 day deadline of filing these present Petitions.

The other cleverness of the lower courts’ orders and The Order is that: all of them avoid discussing Alice Guan’s request to obtain Motion to Compel. The legal effect of avoiding such request and pretending such request not in existence is total deny and dismissal of such request with prejudice. Both lower courts have denied the request with prejudice; this court attempts to not fulfill its job obligation by purporting the lowers courts’ orders are not final,



such attempt is contrary to the established laws stating that:

For purposes of determining “finality” in the context of appeals, the regime in bankruptcy is different than in civil litigation generally, as a bankruptcy case embraces an aggregation of individual controversies (28 U.S.C.A. §§ 158(a), 1291) and Orders in bankruptcy cases qualify as “final,” for purposes of appeal, when they definitively dispose of discrete disputes within the overarching bankruptcy case (28 U.S.C.A. § 158(a)). *Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 140 S.Ct. 582, 205 L.Ed.2d 419 (2020).

As this court is well aware of: this appeal rose from an individual controversy in case-55 that is a case associated with the bankruptcy case, both lower courts denied and dismissed in totality of the request to have Motion to Compel (the purpose of the motion to compel is: so the bankruptcy court can compel the Federally well-needed critical financial information and to secure the bankruptcy estate), thus both lower courts definitively have disposed of the discrete dispute within the overarching bankruptcy case and both of their orders qualify as “final” within the context of bankruptcy. This is also because request to have Motion to Compel is a separate proceeding on its own individual controversies over discrete dispute and it stands alone and it is to protect the rights of Alice Guan and the rights of the Federal bankruptcy program and the rights of other creditors, but the lower courts disposed of the dispute entirely thus their orders are final orders and The Panel erred by violating these:

For purposes of determining “finality” in the context of appeals, a bankruptcy case encompasses

numerous individual controversies, many of which would exist as stand-alone lawsuits but for the bankrupt status of the debtor. 28 U.S.C.A. § 158(a). *Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 140 S.Ct. 582, 205 L.Ed.2d 419 (2020).

In the statute governing appeals to federal district courts from decisions of bankruptcy courts, by providing for appeals from final decisions in bankruptcy “proceedings,” as distinguished from bankruptcy “cases,” Congress made orders in bankruptcy cases immediately appealable if they finally dispose of discrete disputes within the larger bankruptcy case. 28 U.S.C.A. § 158(a). *Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 140 S.Ct. 582, 205 L.Ed.2d 419 (2020).

The usual judicial unit for analyzing “finality” in ordinary civil litigation is the case, but in bankruptcy, it is often the proceeding. 28 U.S.C.A. §§ 158(a), 1291. *Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 140 S.Ct. 582, 205 L.Ed.2d 419 (2020)

An order is final if it “resolve[s] the litigation, decide[s] the merits, determine[s] rights of the parties, settle[s] liability, or establish[s] damages.” *Id.* (citing *Callister v. Ingersoll-Rand Financial Corp., (In re Callister)*, 673 F.2d 305 (10th Cir. 1982)). *Catanzarite v. Mikles*, No. 20-61032-CIV, 2020 WL 10224160, at \*3 (S.D. Fla. Dec. 11, 2020).

“Congress has long provided that orders in bankruptcy cases may be immediately appealed if they finally dispose of discrete disputes within the larger case.” *Howard Delivery Service, Inc. v. Zurich American Ins. Co.*, 547 U.S. 651, 657, n. 3, 126 S.Ct. 2105, 165 L.Ed.2d 110 (2006) (internal quotation marks and emphasis omitted). The current bankruptcy

appeals statute reflects this approach: It authorizes appeals as of right not only from final judgments in cases but from “final judgments, orders, and decrees . . . in cases and proceedings.” § 158(a). *Bullard v. Blue Hills Bank*, 575 U.S. 496, 501–02, 135 S.Ct. 1686, 1692, 191 L.Ed.2d 621 (2015).

Adversary proceedings “are essentially full civil lawsuits carried out under the umbrella of the bankruptcy case.” *Bullard*, 135 S.Ct. at 1694.

Also, once Alice filed the notice of appeal on the issues of obtaining Motion to Compel, “The filing of a proper notice of appeal is an event of jurisdictional significance—it confers jurisdiction on the appellate court and divests the trial court of its control over those aspects of the case involved in the appeal.” *Walden v. Walker (In re Walker)*, 515 F.3d 1204, 1211 (11th Cir. 2008) (citing *Griggs v. Provident Consumer Disc. Co.*, 459 U.S. 56, 58 (1982)). This shows, Judge LLV already lost the jurisdiction regarding Motion to Compel issue thus she has not any activities on this issue until this court, under its own obligation and responsibility to reverse the lower court’s rulings, remand to demand Motion to Compel installed in the lower courts. But in so far, this court has failed to do so.

This makes The Order and the lower court’s orders contrary to all above laws (and laws cited or referenced below and the laws contained in Documents 19 and 33 in the district court case 279) offered by Alice.

Therefore, consideration by the full court is necessary to secure and maintain uniformity of this court’s decisions.

Also, this proceeding involves the following several questions of exceptional importance:

Whether the court can dismiss the rights of litigant's motion to compel critical financial and property and assets information and the rights of litigant to secure Debtor's bankruptcy estates?

When a debtor consists of 80 Homeowners ("80HO") and each of the 80HO is responsible to pay debt and to pay any expenses incurred, is the court obligated to know and to compel critical financial and property and assets information from the debtor, the 80HO? is the court obligated to take action to protect the estate by preventing the debtor, the 80HO from taking on more debts without the court's knowledge and without court's approval?

Is the debtor the 80HO? Are 80HO in control of the Debtor? What are the properties, assets, income and revenues the courts are required by law to know? can the 80HO borrow money without court's knowledge and without court's approval while their bankruptcy case is pending? If 80HO borrowed money, is the new debt valid? Do the 80HO must satisfy the current debt first? If 80HO borrowed money, that means they have enough equity and credit to pay new debt back then that also means they have the equity or asset to pay all the current debt in whole? What happens when debtor 80HO file bankruptcy and during that proceeding they borrow money and also live large and purchase new swimming pools and new boats and new upgrade of their homes etc. while their bankruptcy case is pending?

Can this court deem the lower court's orders dismissing request to obtain Motion to Compel with

prejudice as non-final orders? If so, then when and at what juncture those lower court orders become final?

Furthermore, this proceeding presents a question of exceptional importance because it involves an issue on which the Circuit Judges PRYOR, LUCK, and LAGOA's decision conflicts with the authoritative decisions of other United States Courts of Appeals and SCOTUS that have addressed the issues – see above and below cited and referenced laws.

Also, this petition for rehearing is NOT for purposes of delay or to reargue the case. In Alice Guan's judgment, as stated above already and as stated here and in the rest of the Petitions: Circuit Judges PRYOR, LUCK, and LAGOA has ignored the facts and laws presented in Alice Guan's briefs documented in the district court and her filings in the bankruptcy court, in that The Panel overlooked and misapprehended material factual and legal matters; the panel's decision is contrary to the laws and foundations and fundamentals and the goals of the United States' legal system and such panel decision is in conflict with cases and decisions of cases of the SCOTUS, this court, and other court of appeals, and such contrary and conflict is not addressed in The Order; the proceedings involve several questions of exceptional importance. The particularity of the points of law and fact that the panel has overlooked and has misapprehended have been listed above and in the above referenced documents and will be further discussed below, panel should carefully review the records, those records do support Alice's positions expressed in these Petitions herein. All records, if reviewed carefully, do show that the evidence supporting the lower courts' rulings is not sufficient, the

record does not support the lower courts' rulings, the judgments of the lower courts are based on findings that are clearly erroneous and their orders are final orders, the decision of The Panel does not warrant any dismissal for lack of jurisdiction, The Panel's decision is clearly with an error of law.

Any of these aforementioned elements were not addressed in The Panel's order. The Panel has failed to follow existing decisions of the U.S. Supreme Court and Federal Circuit precedent and the laws and goals of the legal system. Alice now seeks to have the panel decision overruled by the court en banc and vacated by The Panel itself.

### **INTRODUCTION AND FACT AND ARGUMENT AND LAWS**

Document 41 in district court ignored Alice's request to convert to a Motion to Compel, it only addressed the issues of dismissal of the case by "Bankruptcy Court is in a better position to determine if it may consider the merits of Appellee's arguments and if dismissal with prejudice on this basis is proper".

If Judge Berger directed bankruptcy court to determine if it may consider meeting Alice's request of converting to a Motion to Compel and if dismissal with prejudice of converting to a Motion to Compel is proper, then Alice would not have filed this appeal.

Alice on June 15, 2022, filed a "Motion To File" and included Enclosures 1-4 which provided new admission as shown in the following 6 paragraphs by Justin Luna, debtor's lead counsel:

App.94a

Each of the 80 homeowners is directly responsible to pay any and all debts or any expenses in this bankruptcy case.

Justin Luna recruited 80HO to file bankruptcy, he did not recruit any board or any other entities, he recruited the 80HO only (or the majority of the 80HO) and directly.

Justin Luna and his firm answered questions from homeowner members who are part of the 80HO debtor, who are their client.

Justin Luna and his law firm provided legal case status reports to each of the 80 homeowners, their client in the bankruptcy case.

Justin Luna law firm and majority of 80HO deem letter wrote by Alice and mailed to 80HO violated automatic stay thus they committed by their own action and belief that 80HO are the debtor because automatic stay can only be violated if creditor demand payment from debtor.

Majority 80HO and Justin Luna firm filed Motion for Contempt, court ordered Alice in contempt, 80HO and Justin Luna firm filed invoices trying to get Alice pay for things such as: fees on a letter Luna law firm wrote to their client the 80HO and the cost of mailing of such letter to each of the 80HO – their action continue demonstrate 80HO and Luna law firm deem 80HO are the debtor.

Alice respectfully state that The Order is contrary to the laws cited in Alice's Documents 19 and 33 filed in the district court under case 279.

Ample facts and evidence are in Document 19 Pages 13-14 and Document 33 pages 1-8. Note: all

page numbers are page numbers at the bottom of those documents. In addition:

Document 33 pages 10-11 shows Bankruptcy court Erred by Not Allowing the Amended Complaint be Converted into a Motion to Compel.

Document 33 pages 11-13 shows Amended Complaint filed by Alice Has Clearly Stated Claims for Which Relief Can Be Granted and Its Conversion to Motion to Compel Is the Correct Relief Sought.

Document 33 pages 13-15 shows the bankruptcy associated case, the-55 Case, Is Different from Objecting to Plan or Plan Confirmation Thus Bankruptcy Court Has Jurisdiction to convert the case into a Motion to Compel.

Document 19 Pages 13-14 shows According to the Appealed Order Itself Bankruptcy Court No Longer Had Jurisdiction to Grant Motion to Dismiss (MTD).

Document 19 Pages 14-15 shows in motion to dismiss stage, Court Must Assume All Allegations Made in the Amended Complaint Are True and Must Rely on Rule and Law to Defeat the-55 Case if the Lower Courts Refused to Provide the Relief of converting the case into Motion to Compel Which the lowers courts Did Not Do.

Document 19 Pages 15-18 shows the-55 Case Is Different From Objecting to Plan and the 1938 Case.

Document 19 Pages 18-20 shows Court Issued Its Order Granting MTD Based on Court-Created Mootness or Case Similarity or Duplication-ality.



App.96a

Document 19 Pages 20-21 shows IRS's Definition of Debtor Properties Include Common Lands and Roads and Gates and 80 Houses Owned by Members but none of those were disclosed to the court or the creditors and the lower courts refused to install Motion to Compel these information when Alice has the right to know those property information.

Document 19 Pages 21-23 shows 80 Homeowner Debtor Act Like a General Partnership by the Past and Present Actions and their Conducts and Behavior Resulting in and the Key Documents Requires 80 Members Are Personally Liable for the Debt and Expenses in the Bankruptcy Case.

Document 19 Pages 23-29 shows Demanding Full Accounting and Compelling Full Disclosure and Ensuring Estate Is Protected Is to Comply with the Law: true circumstances will not be made known to the court and the creditors if 80HO Debtor refuses to disclose accounting and refuses to disclose required information, and when their property and assets information is shielded, and estate is eroded by ways including but not limited to 80HO continue to borrow new debts without bankruptcy court's knowledge or approval. 80HO must disclose information by the operation of law thus courts must provide Alice her rights and the relief of obtaining Motion to Compel. Courts are required by law to provide the rights Alice is entitled to have but they have failed to do so.

Document 19 Page 29 shows Laws Governing Bankruptcy Should Be Good Laws and precedents formed by cases should be good precedents, but: when homeowner members in an HOA take actions resulting in debts and each of them is liable for the debts, then these members employ bankruptcy to get

rid of all the debt while they personally refused to disclose critical financial and asset information while at the same time they continue maintain the same high level of lifestyle – this is an erosion of the legal system and legal proceedings that permit those homeowners taking illegal advantage of the legal system to create financial disasters and hardship and harm for the creditors.

Document 19 Pages 29-30 shows Debtor's Attorneys Have Not Exhibited Active Concern for Interests of Estate and Its Beneficiaries; Attorneys Justin Luna and his legal team did not provide full disclosure and did not assist the debtor 80HO to make full disclosure to the court and to the creditors while these counsels have been fully aware that it is those 80HO who are responsible to pay the debt and who are in control of the finances and who are the decision makers of the legal proceedings. Instead, these counsels assisted the 80HO Debtor to shield information and allow estate to erode.

Document 19 page 30 shows District court should direct bankruptcy court to demand accounting, compel information and secure estate from the Debtor the 80 homeowners through a converted Motion to Compel.

### CONCLUSION

Alice Guan, at about 9PM on June 16, 2022, respectfully requests this court grant this Petitions for Rehearing and Rehearing/Hearing En Banc.

App.98a

/s/ Alice Guan

*Pro Se*

11654 Plaza America Drive, #286

Reston, VA 20190

T: 617-304-9279

AliceGuan2016@gmail.com

[ \* \* \* ]

### **CERTIFICATE OF COMPLIANCE**

The undersigned hereby certifies that this petition complies with the type-volume limitation of Federal Rule of Appellate Procedure. It employed font 14 of Times New Roman with 3898 words excluding cover page, CIP pages, certificate of counsel signature block and proof of service.

Respectfully Yours,

/s/ Alice Guan

Alice Guan, pro se

**CERTIFICATE OF SERVICE**

I hereby certify that on June 16, 2022, a true and accurate copy of the foregoing have been served via Emails to:

Counsels to Debtor, Ellingsworth Residential Community, Inc., Justin M. Luna, Esquire, et. al. at Latham, Luna, Eden & Beaudine, LLP, Post Office Box 3353, Orlando, FL 32802-3353, via emails to: jluna@lathamluna.com, dvelasquez@lathamluna.com, lvanderweide@lathamluna.com, wthomas@lathamluna.com, ctaylor@lathamluna.com

June 16, 2022, Respectfully Yours,

/s/ Alice Guan

Alice Guan, pro se Plaintiff/Creditor  
11654 Plaza America Drive #286  
Reston, VA 20190  
T: 617-304-9279  
AliceGuan2016@gmail.com

**DEBTOR REPORTED ASSETS AND  
REPORTED LIABILITIES, LIST OF 80 EQUITY  
HOLDERS AND THEIR HOME ADDRESSES  
(MARCH 24, 2020)**

Fill in this information to identify the case:

Debtor name

Ellingsworth Residential Community Association, Inc.

United States Bankruptcy Court for the:  
MIDDLE DISTRICT OF FLORIDA

Case number (if known) 6-20-bk-01346-KSJ

**OFFICIAL FORM 202**

**Declaration Under Penalty of Perjury for Non-Individual Debtors 12/15**

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING**-Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

App.101a

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

*Schedule A/B: Assets—Real and Personal Property*  
(Official Form 206A/B)

*Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)

*Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)

*Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)

*Schedule H: Codebtors* (Official Form 206H)

*Summary of Assets and Liabilities for Non-Individuals*

I declare under penalty of perjury that the foregoing is true and correct.

/s/ Mike Panko

Signature of individual signing  
on behalf of the debtor

Mike Panko  
Printed name

President  
Position or relationship to debtor

Executed on 24 March 20

**(OFFICIAL FORM 206SUM**

**Summary of Assets and Liabilities for Non-Individuals**

**Summary of Assets**

1. Schedule A/B: Assets-Real and Personal Property  
(Official Form 206A/B)
  - 1a. Real property:  
Copy line 88 from Schedule A/B \$0.00
  - 1b. Total personal property:  
Copy line 91A from Schedule A/B \$90,449.86
  - 1c. Total of all property:  
Copy line 92 from Schedule A/B \$90,449.86

**Summary of Liabilities**

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)  
Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D \$0.00
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
  - 3a. Total claim amounts of priority unsecured claims: Copy the total claims from Part 1 from line 5a of Schedule E/F \$0.00
  - 3b. Total amount of claims of nonpriority amount of unsecured claims: Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F +\$553,183.73
4. Total liabilities \$553,183.73  
Lines 2 + 3a + 3b

(OFFICIAL FORM 206A/B)

**Schedule A/B: Assets-Real and Personal Property**  
**12/15**

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Cash and cash equivalents



App.104a

1. Does the debtor have any cash or cash equivalents??

■ Yes Fill in the information below.

3. Checking, savings, money market, or financial brokerage accounts

3.1

Name of institution (bank or brokerage firm)	Alliance Association Bank
Type of account	Checking Account -Operating
Last 4 digits of account number	2888
Current value of debtor's interest	\$4,897.35

3.2

Name of institution (bank or brokerage firm)	Alliance Association Bank
Type of account	Money Market
Last 4 digits of account number	7751
Current value of debtor's interest	\$40,918.34

3.3

Name of institution (bank or brokerage firm)	Alliance Association Bank
Type of account	Checking

App.105a

Last 4 digits of account number	7203
Current value of debtor's interest	\$13,650.21

4. Other cash equivalents

5. Total of Part 1.

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

\$59,465.90

Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

■ Yes Fill in the information below.

7. Deposits, including security deposits and utility deposits

7.1	
Description, including name of holder of deposit	Utility Deposit
Current value of debtor's interest	\$1,579.75

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

8.1

Description, including name of	Insurance Pre-Payment
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App.106a

holder of deposit	\$400.49
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8.2

Description, including name of holder of deposit	Gate maintenance pre- payment \$200.00
--	--

8.3

Description, including name of holder of deposit	Communication Program Pre- Payment \$26.66
--	--

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

\$2,206.90

Accounts receivable

10. Does the debtor have any accounts receivable?

■ Yes Fill in the information below.

11. Accounts Receivable

11a	90 days old or less:
	13,578.62 face amount -0.00 doubtful or uncollectible accounts=\$13,578.62

11b	Over 90 days old:
	15,198.44 face amount -0.00 doubtful or uncollectible

App.107a

	accounts=\$15,198.44
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12. Total of Part 3.

\$28,777.06 (11a + 11b)

Investments

13. Does the debtor own any investments?

■ No. Go to Part 5.

Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

■ No. Go to Part 6.

Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

■ No. Go to Part 7.

Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

■ No. Go to Part 8.

Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

■ No. Go to Part 9.

Real property

App.108a

54. Does the debtor own or lease any real property?

■ Yes Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description/Location	Residential Common Elements- Ellingsworth Subdivision, Tract B, PB 77 Pgs 82 thru 84, Parcel 36-21-31-502-0B00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements- Ellingsworth Subdivision, Tract C, PB 77 Pgs 82 thru 84, Parcel 36-21-502-0C00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records

App.109a

Current value	\$0.00
Description/Location	Residential Common Elements- Ellingsworth Subdivision, Tract D, PB 77 Pgs 82 thru 84, Parcel 36-21-502-0D00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements- Ellingsworth Subdivision, Tract E, PB 77 Pgs 82 thru 84, Parcel 36-21-502-0E00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	
Current value	\$0.00

Description/Location	Residential Common Elements- Ellingsworth Subdivision, Tract G,
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App.110a

	PB 77 Pgs 82 thru 84, Parcel 36-21-502-0G00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract A, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0A00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract B, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0B00-0000, Oviedo, FL
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App.111a

Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract C, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0C00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract E, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0E00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00



App.112a

Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract F, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0F00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract G, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0G00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

App.113a

Description/Location	Residential Common Elements-Hampton Estates Subdivision, Tract H, PB 79 Pgs 37 thru 40, Parcel 36-21-31-503-0H00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract B, PB 79 Pgs 77 thru 80, Parcel 36-21-31-504-0B00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract C, PB 79 Pgs 77 thru 80,
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App.114a

	Parcel 36-21-31-504-0C00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract D, PB 79 Pgs 77 thru 80, Parcel 36-21-31-504-0D00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract E, PB 79 Pgs 77 thru 80, Parcel 36-21-31-504-0E00-0000, Oviedo, FL
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App.115a

Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract F, PB 79 Pgs 77 thru 80, Parcel 36-21-31-504-0F00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract H, PB 79 Pgs 77 thru 80, Parcel 36-21-31-504-0H00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00

App.116a

Valuation method	Tax records
Current value	\$0.00

Description/Location	Residential Common Elements-Bellevue Subdivision, Tract I, PB 79 Pgs 77 thru 80, Parcel 36-21-31-504-0I00-0000, Oviedo, FL
Nature of Debtor's Interest	Fee Simple
Net book value	\$0.00
Valuation method	Tax records
Current value	\$0.00

12. Total of Part 9.

\$0.00

57. Is a depreciation schedule available for any of the property listed in Part 9?

■ No.

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

■ No.

Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

■ No. Go to Part 11.

App.117a

All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

■ Yes Fill in the information below.

74. Causes of action against third parties (whether or not a lawsuit has been filed)

Malpractice action against Arias Bosinger, PLLC	
Amount requested	\$0.00
Current value of debtor's interest	Unknown
Valuation method	Tax records
Current value	\$0.00

78. Total of Part 11.

*Add lines 71 through 77. Copy the total to line 90.*

\$0.00

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

■ No

Summary

- 80.

App.118a

Type of property	Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>
Current value of personal property	\$59,465.90
Current value of real property	

81.

Type of property	Deposits and prepayments. <i>Copy line 9, Part 2.</i>
Current value of personal property	\$2,206.90
Current value of real property	

82.

Type of property	Accounts receivable. <i>Copy line 12, Part 3.</i>
Current value of personal property	\$28,777.06
Current value of real property	

83

Type of property	Investments. <i>Copy line 17, Part 4.</i>
Current value of personal property	\$0.00

App.119a

Current value of real property	
--------------------------------	--

84	
Type of property	Inventory. <i>Copy line 23, Part 5.</i>
Current value of personal property	\$0.00
Current value of real property	

85	
Type of property	Farming and fishing-related assets. <i>Copy line 33, Part 36</i>
Current value of personal property	\$0.00
Current value of real property	

86	
Type of property	Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>
Current value of personal property	\$0.00
Current value of real property	



App.120a

87	
Type of property	Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>
Current value of personal property	\$0.00
Current value of real property	

88	
Type of property	Real property. <i>Copy line 56, Part 9.</i>
Current value of personal property	\$0.00
Current value of real property	\$0.00

89	
Type of property	Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>
Current value of personal property	\$0.00
Current value of real property	

90	
Type of property	All other assets. <i>Copy line 78,</i>

App.121a

	<i>Part 11.</i>
Current value of personal property	\$0.00
Current value of real property	

91	
Type of property	Total. Add lines 80 through 90 for each column
Current value of personal property	\$90,449.8691a
Current value of real property	\$0.0091b

92. Total of all property on Schedule A/B. Add lines  
*91a+91b=92*  
 \$90,449.86

**OFFICIAL FORM 206D**

**Schedule D: Creditors Who Have Claims Secured  
 by Property 12/15**

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

■ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.

**OFFICIAL FORM 206D**

**Schedule E/F: Creditors Who Have Unsecured Claims 12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with **PRIORITY** unsecured claims and Part 2 for creditors with **NONPRIORITY** unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets—Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

**List All Creditors with PRIORITY Unsecured Claims**

1. Do any creditors have priority unsecured claims?  
(See 11 U.S.C. § 507).

■ No. Go to Part 2.

**List All Creditors with NONPRIORITY Unsecured Claims**

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

3.1

Nonpriority creditor's	Arias Bosinger PLLC 140 N. Westmore Drive
------------------------	--

App.123a

Name/Address	Suite 203 Altamonte Springs, FL 32714
Date of debt	May 2019
Basis for claim:	Legal Services
Amount of claim	\$34,417.80
Subject to offset?	No

3.2

Nonpriority creditor's Name/Address	Arrington & Mapili CPAs LLC PO Box 4095 Winter Park, FL 32793
Basis for claim:	Accounting Services
Amount of claim	Unknown
Subject to offset?	No

3.3

Nonpriority creditor's Name/Address	AT&T PO Box 537104 Atlanta, GA 30353
Basis for claim:	Utilities
Amount of claim	Unknown
Subject to offset?	No

3.4

Nonpriority creditor's Name/Address	Becker & Poliakoff 111 N. Orange Avenue Suite 1400 Orlando, FL 32801
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App.124a

Date(s) debt was incurred	March 2019
Basis for claim:	Legal Services
Amount of claim	\$11,390.93
Subject to offset?	No

3.5

Nonpriority creditor's Name/Address	Boyd and Jenerette, P.A. 201 North Hogan Street Suite 400 Jacksonville, FL 32202
Date(s) debt was incurred	September 2019
Basis for claim:	Legal Services
Amount of claim	\$2,487.50
Subject to offset?	No

3.6

Nonpriority creditor's Name/Address	Boyd Richards Parker & Colonnell 100 S.E. Second Street Suite 2600 Miami, FL 33131
Date(s) debt was incurred	December 2018
Basis for claim:	Legal Services
Amount of claim	\$4,775.00
Subject to offset?	No

App.125a

3.7

Nonpriority creditor's Name/Address	Community Management Specialists 71 S Central Ave Oviedo, FL 32765
Basis for claim:	Management Services
Amount of claim	Unknown
Subject to offset?	No

3.8

Nonpriority creditor's Name/Address	Displays 2 Go 29253 Network Pl Chicago, IL 60673-1292
Basis for claim:	Trade debt
Amount of claim	Unknown
Subject to offset?	No

3.9

Nonpriority creditor's Name/Address	Duke Energy PO Box 1004 Charlotte, NC 28201-1004
Basis for claim:	Utilities
Amount of claim	Unknown
Subject to offset?	No

3.10

Nonpriority creditor's Name/Address	Ellingsworth Residential COA - Reserves 882 Jackson Ave
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App.126a

	Winter Park, FL 32789
Amount of claim	Unknown
Subject to offset?	No

3.11

Nonpriority creditor's Name/Address	Florida Dept of State Division of Corporations PO Box 6198 Tallahassee, FL 32314
Amount of claim	Unknown
Subject to offset?	No

3.12

Nonpriority creditor's Name/Address	FLS 6386 Beth Road Orlando, FL 32824
Amount of claim	Unknown
Subject to offset?	No

3.13

Nonpriority creditor's Name/Address	GrandTopia PO Box 141341 Orlando, FL 32814
Amount of claim	Unknown
Subject to offset?	No

3.14

Nonpriority creditor's Name/Address	Greenfields PO Box 622644
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App.127a

	Oviedo, FL 32762
Amount of claim	Unknown
Subject to offset?	No

3.15

Nonpriority creditor's Name/Address	Alice Guan c/o John Zielinski, Esq. 189 S. Orange Avenue Suite 1800 Orlando, FL 32801
Basis for the claim	Attorney's Fees and Costs, Counterclaim
Amount of claim	\$500,000.00
Subject to offset?	No

3.16

Nonpriority creditor's Name/Address	IPFS Corporation PO Box 730223 Dallas, TX 75373-0223
Amount of claim	Unknown
Subject to offset?	No

3.17

Nonpriority creditor's Name/Address	John L. Di Masi, P.A. 801 N. Orange Avenue Suite 500 Orlando, FL 32801
Basis for the claim	Legal Services



App.128a

Amount of claim	\$112.50
Subject to offset?	No

3.18

Nonpriority creditor's Name/Address	Kings Access Control Solutions c/o Murray Sawyer PO Box 1303 Gotha, FL 34734
Basis for the claim	Property Management Services
Amount of claim	Unknown
Subject to offset?	No

3.19

Nonpriority creditor's Name/Address	KWA Engineers 1626 Ringling Blvd Ste 400 Sarasota, FL 34236
Basis for the claim	Property Management Services
Amount of claim	Unknown
Subject to offset?	No

3.20

Nonpriority creditor's Name/Address	Reformed Theological Seminary 1231 Reformation Dr Oviedo, FL 32765
Amount of claim	Unknown
Subject to offset?	No

App.129a

3.21

Nonpriority creditor's Name/Address	Seminole Access Technologies LLC 1250 Cheshire St Groveland, FL 34736
Amount of claim	Unknown
Subject to offset?	No

3.22

Nonpriority creditor's Name/Address	Seminole Co Water & Sewer PO Box 958443 Lake Mary, FL 32795-8443
Amount of claim	Unknown
Subject to offset?	No

3.23

Nonpriority creditor's Name/Address	Seminole County Sheriff's Office 1225 East Broadway Oviedo, FL 32765
Amount of claim	Unknown
Subject to offset?	No

3.24

Nonpriority creditor's Name/Address	Sihle Insurance Group Inc 1021 Douglas Ave Altamonte Springs, FL 32714
Basis for the claim	Insurance
Amount of claim	Unknown

App.130a

Subject to offset?	No
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3.25

Nonpriority creditor's Name/Address	Specialty Mgmt Company 882 Jackson Ave Winter Park, FL 32789
Basis for the Claim:	Management Services
Amount of claim	Unknown
Subject to offset?	No

3.26

Nonpriority creditor's Name/Address	The Lake Doctors Inc 3543 SR 419 Winter Springs, FL 32708
Basis for the claim:	Property Management Services
Amount of claim	Unknown
Subject to offset?	No

3.27

Nonpriority creditor's Name/Address	Tower Hill Insurance Group PO Box 865001 Orlando, FL 32886-5001
Basis for the claim:	Insurance
Amount of claim	Unknown
Subject to offset?	No

App.131a

3.28

Nonpriority creditor's Name/Address	Trademark Press Solutions Inc 701 Central Park Dr Sanford, FL 32771
Basis for the claim:	Trade debt
Amount of claim	Unknown
Subject to offset?	No

3.29

Nonpriority creditor's Name/Address	Travelers CL Remittance Center PO Box 660317 Dallas, TX 75266-0317
Basis for the claim:	Insurance
Amount of claim	Unknown
Subject to offset?	No

3.30

Nonpriority creditor's Name/Address	Volo LLC 9 Sunshine Blvd Ormond Beach, FL 32174
Basis for the claim:	Software Expense
Amount of claim	Unknown
Subject to offset?	No

List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2.

App.132a

Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

4.1

Name and mailing address	Scott Kiernan Becker & Poliakoff 111 N. Orange Avenue Suite 1400 Orlando, FL 32801
On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Line 3.4

Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

5a

Total claims from Part 1	5a
Total of claim amounts	\$0.00

5b

Total claims from Part 1	5b
Total of claim amounts	5b + \$553,183.73

App.133a

5c

Total of Parts 1 and 2	Lines 5a + 5b = 5c
Total of claim amounts	\$553,183.73

**OFFICIAL FORM 206E/F**

**Schedule G: Executory Contracts and Unexpired Leases 12/15**

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

■ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

**OFFICIAL FORM 206H**

**Schedule H: Your Codebtors 12/15**

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Do you have any codebtors?

■ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.

**OFFICIAL FORM 207****Statement of Financial Affairs for Non-Individuals  
Filing for Bankruptcy 04/19**

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

**Income****1. Gross revenue from business**

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year	From the beginning of the fiscal year to filing date: From 1/01/2020 to Filing Date
Sources of revenue Check all that apply	<input checked="" type="checkbox"/> Other Homeowner Dues and Assessments
Gross revenue (before deductions and exclusions)	\$23,214.63

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year	For prior year: From 1/01/2019 to 12/31/2019
Sources of revenue Check all that apply	<input checked="" type="checkbox"/> Other Homeowner Dues and Assessments

App.135a

Gross revenue (before deductions and exclusions)	\$418.00
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Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year	For year before that: From 1/01/2018 to 12/31/2018
Sources of revenue Check all that apply	<input checked="" type="checkbox"/> Other Homeowner Dues and Assessments
Gross revenue (before deductions and exclusions)	\$4.00

List Certain Transfers Made Before Filing for  
Bankruptcy

3. Certain payments or transfers to creditors  
within 90 days before filing this case

List payments or transfers-including expense  
reimbursements-to any creditor, other than regu-  
lar employee compensation, within 90 days before  
filing this case unless the aggregate value of all  
property transferred to that creditor is less than  
\$6,825. (This amount may be adjusted on 4/01/22  
and every 3 years after that with respect to cases  
filed on or after the date of adjustment.)

☒ None.



4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,825. (This amount may be adjusted on 4/01/22 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

■ None.

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

■ None.

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an

account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

■ None.

#### Legal Actions or Assignments

7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

#### 7.1

Case title Case number	Ellingsworth Residential Community Association, Inc. v. Alice Guan 2017-CA-002697
Nature of case	Final Judgment-Claim for attorney's fees and court costs against the Debtor
Court or agency's name and Address	Circuit Court, Seminole County, Florida 301 N. Park Avenue Sanford, FL 32771
Status of case	Pending

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the

App.138a

hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

■ None.

Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

■ None.

Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

11.1

Who was paid or who received the transfer? Address	Latham Luna Eden & Beaudine LLP P.O. Box 3353 Orlando, FL 32802-3353
Dates	2/28/2020
Total amount or	\$26,717.00

App.139a

value	
Email or website address	jluna@lathamluna.com

11.2

Who was paid or who received the transfer? Address	Latham Luna Eden & Beaudine LLP P.O. Box 3353 Orlando, FL 32802-3353
Dates	12/10/2019
Total amount or value	\$5,000.00
Email or website address	jluna@lathamluna.com

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

■ None.

13. Transfers not already listed on this statement

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial

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affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

■ None.

Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

■ Does not apply

Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

■ No. Go to Part 9.

Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

■ No.

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

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- No. Go to Part 10.

Certain Financial Accounts,  
Safe Deposit Boxes, and Storage Units

18. Closed financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

- None

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

- None

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

- None

Property the Debtor Holds or Controls  
That the Debtor Does Not Own

21. Property held for another

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List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

■ None

Details About Environment Information

For the purpose of Part 12, the following definitions apply:

Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

■ No.

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?

■ No.

24. Has the debtor notified any governmental unit of any release of hazardous material?

■ No.

**Details About the Debtor's Business or Connections to Any Business**

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

■ None

26. Books, records, and financial statements

- 26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

26a.1

Name and Address	Brett M. Jordan 882 Jackson Ave. Winter Park, FL 32789
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- 26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

■ None



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26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

26c.1

Name and Address	Community Management Specialists 71 S Central Ave Oviedo, FL 32765
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26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

■ None

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

■ No

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Mike Panko
Address	Oviedo, FL
Position and nature of any Interest	President
% of interest, if Any	0

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Name	Issa Batarseh
Address	Oviedo, FL
Position and nature of any Interest	Vice-President
% of interest, if Any	0

Name	Susan Ballou
Address	Oviedo, FL
Position and nature of any Interest	Secretary
% of interest, if Any	0

Name	Louis Hamilton
Address	Oviedo, FL
Position and nature of any Interest	Treasurer
% of interest, if Any	0

Name	Ahmed Abualsamid
Address	Oviedo, FL
Position and nature of any	Director

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Interest	
% of interest, if Any	0

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

Name	Purvesh Shah
Address	2333 Bellefield Cove Oviedo, FL 32765
Position and nature of any Interest	Vice President

Name	Luis Casals
Address	2325 Kelbrook Ct Oviedo, FL 32765
Position and nature of any Interest	President

Name	Jared Novick
Address	2325 Bellefield Cove Oviedo, FL 32765
Position and nature of any Interest	Secretary, Treasurer, President

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

■ No

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

■ No

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

■ No

Signature and Declaration

WARNING-Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

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/s/ Mike Panko

Signature of individual signing  
on behalf of the debtor

Mike Panko  
Printed name

President  
Position or relationship to debtor

Executed on 24 March 20

Are additional pages to *Statement of Financial  
Affairs for Non-Individuals Filing for Bankruptcy*  
(Official Form 207) attached?

■ No

#### LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security  
holders which is prepared in accordance with rule  
1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Ahmad Abualsamid 2355 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Arlyne A Acero 2301 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Yonghong Ba 2323 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Babu Balasundaram 2321 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Steven E Ballou 2330 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Issa E Batarseh 2329 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Felix A Benitez 2349 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Sreedhar Bhagavatheeswaran 3251 Medina Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Weidong Cai 2337 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Janelle N Carrion 3722 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Jose L Casals, Jr 2325 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Miguel A Castellano 2327 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Dixie Citty 2353 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Megan Coccia 2304 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Martin Collins 2344 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Wei Cui 2341 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Ankur P Deshmukh 2305 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member



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Name and last known address or place of business of holder	Maria A Dockham 2361 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Daniel C Finch 2358 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	David M Gatten 3254 Medina Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Multida Gilbert 2357 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Alexis K Greenier 2351 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Alice Guan 2318 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	David Hagan 2322 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Jeffrey B Hall 2317 Kellbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Adnan A Hameed 3250 Medina Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Louis J Hamilton 2357 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Alicia Hansen 3734 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Michael V Hopkins 2329 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Armando E Iglesias 2348 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Mohamad Itani 2331 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Ajay Jajoo 2356 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Mayuresh S Joshi 2317 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Rene Kersten 2345 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Chip H Kincaid 2353 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Reinier A Kobus 2339 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Lisa Kroger 3730 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Hesna M Kullu 2318 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Erik Lange 2343 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Dapeng Liu 2346 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Haiying Liu 2349 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Ming Liu 2321 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Hsein Yi Lu 3255 Medina Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Idania Maldonado 2341 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Joseph P Marino 2309 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Jeremy Markman 2313 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Yvette C Marrero 3722 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Derek McLaughlin 2326 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Steven M Miller 2314 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Vikas T Mogle 2345 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Christina N Morris 2313 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Dung Van Nguyen 3714 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Ngoc V Nguyen 2336 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Jared E Novick 2325 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Susan Overbaugh 2300 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Michael E Panko 3726 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Amit R Patel 3710 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member



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Name and last known address or place of business of holder	Urvish K Patel 3258 Medina Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Robin K Percival 2322 Bellefield Cove Oviedo, FL 32765
Kind of Interest	member

Name and last known address or place of business of holder	Gabriel V Ramos 2340 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Bing Ran 2330 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Nilay Ravani 2335 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Jorge F Reyes 2315 Brickell Pl Oviedo, FL 32765
Kind of Interest	Vicente residential member

Name and last known address or place of business of holder	Krunal J Shah 2319 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Purvesh V Shah 2333 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Devanand Sharma 2308 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Enio C Soares Da Silva 2309 Belleview Cove Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Haifeng Song 2305 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Stacey Spencer 2326 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Robert Sprague 2350 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Qiyu Sun 2335 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Eduardo V O Teixeira 2347 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Anne Thomas 2338 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Tam Tran 2352 Kelbrook Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Christina Verstrate 2342 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Jennifer C Wemert 2334 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Deanna S Wilson 2354 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

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Name and last known address or place of business of holder	Kenisha T Wood 3718 Greythorne Loop Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Song Yao 2301 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Shibu Yooseph 2334 Brickell Pl Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Hans Zdralic 3259 Medina Ct Oviedo, FL 32765
Kind of Interest	residential member

Name and last known address or place of business of holder	Issa E Batarseh 2329 Bellefield Cove Oviedo, FL 32765
Kind of Interest	residential member

Security Class	18 U.S.C. §§ 152 and 3571.
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**DECLARATION UNDER PENALTY OF  
PERJURY ON BEHALF OF CORPORATION  
OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

/s/ Mike Panko

Signature

Date 24 March 20

Security Class	18 U.S.C. §§ 152 and 3571.
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