

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:

Case No. 8:13-bk-00922-KRM

CASEY MARIE ANTHONY,

Chapter 7

Debtor.

ROY KRONK,

Adversary Case #8:13-AP-00629-KRM

Plaintiff.

v.

CASEY MARIE ANTHONY,

Defendant.

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**DEBTOR/DEFENDANT'S MOTION TO STRIKE TESTIMONY OF
DOMINIC CASEY AT SEPTEMBER 18, 2014 DEPOSITION**

Debtor/Defendant CASEY MARIE ANTHONY, by and through her undersigned attorney, files this, her Motion To Strike all or part of the testimony of Dominic Casey and/or D & A Investigations taken by Plaintiff on September 18, 2014 and as grounds therefore states as follows:

1. During the criminal investigation of, and criminal proceedings filed against, Debtor/Defendant, Debtor/Defendant and her counsel Jose Baez employed the services of licensed private investigators including Dominic Casey and or his employer, D & A Investigations.
2. Pursuant to said employment, the investigators, including Dominic Casey and/or D & A Investigations, conducted various investigations regarding both the Debtor/Defendant's criminal charges and potential civil claims.
3. For purposes of employing the investigators, Debtor/Defendant and Mr. Baez entered into engagement letters or employment agreements with Dominic Casey and/or D & A Investigations.
4. After a period of time, Debtor/Defendant and Mr. Baez elected to terminate the services of Dominic Casey and/or D & A Investigations.
5. Following the Debtor/Defendant's and Mr. Baez's termination of Mr. Casey's and/or D & A Investigations' employment, Debtor/Defendant's parents ("the Anthonys") also employed Mr. Casey.

6. According to the testimony of Mr. Casey at his previously scheduled deposition, for purposes of Mr. Casey's employment, Mr. Baez, Debtor/Defendant and the Anthonys signed retainer agreements with Dominic Casey and/or D & A Investigations. Further, according to Dominic Casey, these engagement letters and/or retainer agreements were for specific purposes.
7. Pursuant to Florida Statute 493.6119, any and all information obtained by Dominic Casey for Debtor/Defendant, Mr. Baez and the Anthonys is privileged and may not be disclosed to third parties including the Plaintiff. In addition, Debtor/Defendant also believes that any information obtained by Dominic Casey and/or D & A Investigations while employed by Mr. Baez is exempt from disclosure to Plaintiff and all others under the attorney "Work Product" doctrine.
8. To date, Debtor/Defendant has not waived her investigator/client privilege nor has she authorized her attorneys, including Jose Baez, to waive the same and their attorneys work product. Debtor/Defendant also understands that the Anthonys have not waived their same privileges and exceptions.
9. Debtor/Defendant moves to strike the testimony of Dominic Casey at his deposition taken by Plaintiff on September 18, 2014. anticipates that counsel for Kronk will reschedule Dominic Casey's deposition at which time Plaintiff's counsel may ask questions as to his investigations and the results thereof as well as for information protected by the attorney work product doctrine.

WHEREFORE, Debtor/Defendant moves this Court to enter an order striking the testimony of Dominic Casey and D & A Investigations at his deposition taken by Plaintiff on September 18, 2014 and for such other and further relief as the Court deems just and proper.

/s/ David L. Schrader

David L. Schrader

Florida Bar No.: 0183943

111 Second Avenue NE, Suite 901

St. Petersburg, Florida 33701

Telephone: (727) 456-5772

Facsimile: (727) 456-6454

[E-mail: dschraderlaw@gmail.com](mailto:dschraderlaw@gmail.com)

CERTIFICATE OF SERVICE

I HEREBY certify that a true and correct copy of the foregoing document has been emailed to Howard Marks, Esq., Burr & Forman, LLP., hmarks@burr.com, rshuker@lseblaw.com; and Cheny Masson, Esq. cheneylaw@aol.com; and ChenMas4@aol.com this 21st day of January, 2015.

/S/ David L. Schrader

David L. Schrader, Esquire