

IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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In re CRISPIAN J. ATKINS (9957) and	:	Case No. 8:23-bk-01252-RCT
STEPHANIE R. ATKINS (1362)	:	
1209 Jolley Court	:	
Valrico, Florida 33594	:	Chapter 13
	:	
Joint Debtors	:	
	:	
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FRANK RECRUITMENT GROUP	:	
INC., a Delaware corporation	:	
501 E. Kennedy Blvd	:	
Suite 1900	:	
Tampa, Florida 33602	:	
	:	Adv. Proc. No. _____
Plaintiff	:	
	:	
v.	:	
	:	
CRISPIAN J. ATKINS (9957) and	:	
STEPHANIE R. ATKINS (1362)	:	
aka STEPHANIE MILLER-ATKINS	:	
1209 Jolley Court	:	
Valrico, Florida 33594	:	
	:	
Defendants :	:	
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ADVERSARY COMPLAINT

Plaintiff, Frank Recruitment Group Inc., creditor herein ("FRG INC"), by and through its counsel, Greenlee Law, PLLC, files this Complaint to determine

the debt at issue is excepted from discharge pursuant to 11 U.S.C. §523(a) and in support thereof avers as follows:

INTRODUCTION

1. This is an adversary proceeding brought pursuant to 11 U.S.C. §523(a) to determine dischargeability of the Joint Debtors' and Defendants, Crispian J. Atkins and, his wife, Stephanie R. Atkins, who is also known as Stephanie Miller-Atkins (collectively hereinafter "Joint Debtors" or "Defendants"), obligations to Plaintiff and is a core proceeding.

2. On March 31, 2023 ("Petition Date"), Joint Debtors filed a Voluntary Petition under Chapter 13 of the Bankruptcy Code.

3. Prior to the Petition Date, Joint Debtors engaged in a business scam and fraud that resulted in the payment of substantial monetary sums by Plaintiff to Defendants, upon information and belief personally as well as by and through closely held limited liability companies, and, upon information and belief, other persons related and closely connected to them as outlined below, which caused substantial monetary loss and other damages to Plaintiff.

4. On June 9, 2023, FRG INC filed its Proof of Claim inasmuch as, upon information and belief, the Joint Debtors were motivated to file this bankruptcy proceeding to avoid and seek to have discharged their known fraud and debt owed to FRG and intentionally omitted and concealed this fraud and debt,

which is evidenced by the failure to list and disclose the interests of Joint Debtor and Defendant, Crispian Atkins in the entity, Advanced Technology Solutions of Georgia, LLC, also known as Advanced Technology Solutions of Georgia, LLC (“ATS GA”).

PARTIES

5. FRG INC is a Delaware corporation with a principal place of business located at 501 E. Kennedy Blvd, Ste. 1900, Tampa, Florida 33602.

6. Joint Debtor and Defendant, Crispian J. Atkins is an adult individual, who is a resident of Florida with a personal residence at 1209 Jolley Court, Valrico, Florida 33594.

7. Joint Debtor and Defendant, Stephanie Atkins aka Stephanie Miller-Atkins is an adult individual, who is a resident of Florida with a personal residence at 1209 Jolley Court, Valrico, Florida 33594.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §137, §1334, and 11 U.S.C §523. This is a core proceeding under 28 U.S.C. §157. This adversary proceeding is brought in connection with Defendants’ case under Chapter 13 of Title 11 U.S.C., Case Number 8:23-bk-01252-RCT.

9. Venue is proper under 28 U.S.C. §1409(a).

BACKGROUND FACTS AND ALLEGATIONS

10. Joint Debtors and Defendants engaged in a business scam and fraud that resulted in the payment of substantial monetary sums by FRG INC to Joint Debtors, upon information and belief personally as well as by and through closely held limited liability companies, and, upon information and belief, other persons related and closely connected to them as outlined below, which caused substantial monetary loss and other damages to FRG INC.

11. FRG INC is involved in the business of recruiting and referring candidates for work primarily within the IT industry.

12. On or about March 7, 2022, FRG INC entered into a Contract Recruitment Agreement (“CRA”) with ATS GA, which CRA was executed by R. Russell Day, Jr. on behalf of ATS GA. Attached hereto as Exhibit 1 is a true and correct copy of the CRA.

13. Under the CRA, FRG INC would refer candidates, specifically contractors with experience and technical skills in the IT industry, to ATS GA as the “Client,” for ATS GA to staff and fulfill its duties to ATS GA client(s):

2.1 FRG shall review Client’s search requirements in detail with Client, actively search its database and the relevant market for potential Contractors, keep Client regularly advised as to the search progress, and Refer potential Contractors who reasonably meet the requirements communicated by Client to FRG. Upon request, FRG will assist in the arrangement of interviews, exchange interview feedback, perform reference checks, and work with Client to construct and close an offer to a Contractor.

See Exhibit 1 at Section 2.1.

14. Upon information and belief, and based upon a verbal representation by Crispian J. Atkins himself, in or about 2022, ATS GA was transferred by R. Russell Day, Jr. to Crispian J. Atkins and, further, on or about May 10, 2022, Crispian J. Atkins established and formed Advanced Technology Solutions of Georgia, LLC in Florida (“ATS FL”)(collectively ATS GA and ATS FL are hereinafter referred to as “ATS”). Attached hereto as composite Exhibit 2 are true and correct copies of the State of Florida, Division of Corporations Listing for Advanced Technology Solutions of Georgia, LLC listing Crispian Atkins as a Member, the May 1, 2023 Annual Report listing the Authorized Person as Crispian Atkins, and Articles of Organization filed May 20, 2022 listing Crispian Atkins as a Member.

15. ATS is a Limited Liability Company that is registered in both the States of Georgia and Florida, with principal places of business located at 320 Dahlonega Street, Cumming, Georgia, 1635 Old 41 Hwy and NW Suite 112-204 Kennesaw, Georgia 30152, and 601 Harbour Boulevard, Suite 109, Tampa, Florida 33692, respectively.

16. Notably, in his Voluntary Petition, Crispian Atkins does *not* disclose his interest in ATS (either the Florida or the Georgia entity) at Section 42 as “Interests in partnership and joint ventures.”

17. On or about January 19, 2022, Holden Security Group LLC (“HSG”) was established, formed, and registered as a Florida Limited Liability Company with Tremayne Eddings as the authorized member manager and with a principal place of business located at 1425 Brickell Avenue, Unit 45A, Miami Florida, 33131.

18. Under Article IV of HSG’s Articles of Organization , Crispian Atkins is listed as the “AMBR” who is authorized to manage the LLC, and in its Annual Report filed on May 1, 2023, Crispian Atkins was again noted as the “AMBR” or authorized member. Attached hereto as composite Exhibit 3 are true and correct copy of HSG’s Articles of Incorporation and 2023 Annual Report.

19. Notably, in his Voluntary Petition, Defendant, Crispian J. Atkins does disclose his interest in “Holden Security” at Section 42 as an “Interests in partnership and joint ventures,” but he does not disclose his percentage of ownership.

20. Between June 20, 2022 and September 26, 2022, ATS selected HSG, and ATS represented to FRG INC that HSG had IT professionals who possessed the technical skills required to perform IT services for ATS’s alleged client Citibank (“Citibank”). ATS recommended HSG and its IT professionals to FRG INC. Prior to ATS’s recommendation, FRG INC had no prior dealings with HSG and was unaware of HSG as an IT provider in the Florida market.

21. Based upon ATS's representations, FRG INC entered into a written contractual agreement with HSG dated September 30, 2022, entitled Master Contractor Agreement ("MCA"), which MCA was signed by Tremayne Eddings as President on behalf of HSG. Attached hereto as Exhibit 4 is a true and correct copy of the MCA.

22. Under the MCA, HSG, as the "Supplier," would provide individual IT professionals to ATS (for work at ATS's client) at an hourly rate of \$175.00.

23. Under the MCA, FRG would pay HSG upon FRG's receipt of a timesheet filed by HSG's IT professionals and approved by ATS, the "Client" under the MCA.

24. The MCA states, in pertinent part:

1. Purpose

Supplier has permitted FRG to market Supplier's services by sharing Supplier's and Contractor Personnel's personally identifiable information with certain clients and customers of FRG ("Client"), and Supplier agrees to provide and deliver such services to FRG's client(s) as set forth in any Statement of Work ("SOW"). Each Contractor Personnel rendering services in connection with this Agreement must be expressly named on a SOW. Any Contractor Personnel named on an SOW hereunder, shall be required, prior to the commencement of any such SOW, to execute an Individual Contractor Personnel Agreement, to be provided by FRG.

and,

2. Fees and Invoicing

2.1. FRG shall pay Supplier an hourly fee as set forth in the relevant SOW or any other rate to which the parties agree in writing, provided Client accepts, approves and pays FRG for the work performed by the Contractor Personnel. If there is a dispute regarding the work, or the number of hours worked, Supplier shall cooperate fully and timely with FRG. If the resolution of the dispute determines Supplier was overpaid due to clerical error, Supplier's or its Contractor Personnel's fraudulent conduct, negligence, any other act or omission of a Contractor Personnel, or Supplier's breach of this Agreement, FRG may either reclaim such overpayments, withhold payment, or offset such overpayments against future invoices.

2.2 On a weekly basis, or other time period as designated by FRG, Supplier shall enter the number of hours worked into FRG's online time-tracking system and/or as otherwise instructed by FRG and Client. Prior to paying Supplier, FRG must receive an accurate timesheet approved by Client. As a convenience to Supplier, and not as a contractual obligation of FRG, FRG may pay Supplier prior to Client's payment to FRG, therefore, FRG may pay for all approved hours (and may reimburse any expenses pre-approved by Client) within seven (7) business days following receipt of the time sheet approved by the Client. If FRG fails to pay Supplier within this seven (7) business day period, FRG shall pay Supplier within thirty (30) days of FRG's receipt of Client's payment ...

See Exhibit 4 at Sections 1 and 2.

25. At no time did Crispian J. Atkins disclose or inform FRG that he was an officer of HSG.

26. Pursuant to the CRA and MCA, ATS identified four (4) alleged IT professionals of HSG who were qualified to perform IT technical work for Citibank. These individuals were: Tremayne Eddings (also President of HSG), **Stephanie Miller-Atkins**, Cameron Atkins, and Henry Bell, who are defined as "Contractor Personnel" in the MCA (hereinafter also collectively known as an "HSG Personnel").

27. Stephanie Miller, a/k/a Stephanie Miller-Atkins, is Crispian J. Atkins' wife. When Crispian J. Atkins referred Stephanie Miller-Atkins to FRG INC as an IT professional, Crispian J. Atkins never disclosed to FRG INC that she was his wife.

28. In accordance with the MCA, FRG INC entered into separate Individual Contractor Personnel Agreements ("ICPA") with each member of HSG's Personnel, including Co-Debtor Stephanie Miller-Atkins. Attached hereto

collectively as Exhibit 5 are the Supplier Assignment Schedules for the HSG Personnel.

29. Under the ICPAs, each HSG Personnel was assigned to provide services to the Client - in this case ATS - through the Supplier, who is defined in the ICPA as HSG:

1. Purpose and Consideration

A. Contractor Personnel has elected to provide certain professional technical services to FRG's client ("Client") through Supplier as set forth in a Statement of Work ("SOW") between Supplier and FRG which SOW lists Contractor Personnel's name.

B. In consideration for FRG permitting Supplier to provide Contractor Personnel to perform services for Client (and Contractor Personnel receiving compensation from Supplier in exchange for such services), FRG requires that Contractor Personnel sign and comply with this Agreement. Contractor Personnel acknowledges that the consideration received hereunder, and from Supplier, is sufficient consideration for Contractor Personnel to comply with its obligations hereunder.

30. Based upon the CRA, the MCA and the respective ICPAs, and other representations made and agreements reached by the parties, HSG submitted timesheets for the work and services provided by the HSG Personnel to ATS via FRG INC's timekeeping system called *InTime*; ATS was required to review and approve or reject each timesheet; then, if approved, FRG INC would: (1) pay HSG directly per the MCA at \$175 per approved hour; and (2) invoice ATS for the same hours at a rate of \$215.00 per hour, which represents the amount paid to HSG plus its margin.

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31. Based upon the above referenced contracts, and starting in or around October 3, 2022, ATS, by and through Crispian J. Atkins, approved timesheets

submitted by the HSG Personnel totaling at least \$399,525.00. FRG paid this amount to HSG based on ATS's timesheet approvals.

32. FRG INC. sent weekly invoices to ATS corresponding to each approved timesheet. Aside from a single \$1,000.00 payment via wire, such invoices were never in a timely manner paid to FRG INC. The unpaid invoices total \$609,470.00. Attached hereto as Exhibit 6 is a true and correct copy of FRG INC's internal statement of account identifying the unpaid FRG INC invoices for the period from October to December 2022; attached hereto respectively as Exhibits 7A and 7B are true and correct copies of the FRG INC invoices based upon timesheets approved by ATS and due and owing to FRG INC in the total sum of \$610,470.00.

33. Under the CRA, ATS was required to remit payment to FRG INC on the FRG INC invoices "within fourteen (14) days."

7. INVOICING & PAYMENT

7.1 FRG shall invoice Client on a weekly basis for all applicable Fees. Unless otherwise specified on the Assignment Schedule, all rates exclude sales and any other applicable taxes. Where applicable, FRG's invoices may include taxes, interest and Expenses. Client shall pay each invoice in full without set off or counterclaim within fourteen (14) days of the date of FRG's invoice. Client shall pay all Fees and other amounts owed via electronic funds.

7.2 FRG reserves the right to charge interest on any overdue amounts at the highest rate permitted by applicable law. If FRG retains a third party for the purpose of collecting amounts owed hereunder or otherwise enforcing its rights hereunder, Client shall pay or reimburse FRG for all such costs and expenses including without limitation attorneys' fees and costs.

See Exhibit 1 at Section 7.

34. After the time period for the invoice payments by ATS had lapsed and no money had been paid by ATS to FRG INC as per the CRA, FRG INC on multiple occasions requested payment from ATS, by and through Crispian J. Atkins, for the amounts owing under the invoices raised for the HSG Personnel's work, which amount again totaled \$610,470.00.

35. In response to FRG INC's multiple emails and calls seeking payment from ATS, ATS, through Crispian J. Atkins, continued to promise to pay and even sought a payment plan, but by late December 2022 and after receiving only one wire transfer payment of \$1,000.00 on December 21, 2022, FRG INC stopped paying HSG on account of any timesheets approved by ATS. Attached hereto collectively as Exhibit 8 are copies of several e-mail exchanges between FRG INC and ATS, including Crispian J. Atkins, seeking payment of the \$609,470.00 due and owing.

36. To date, ATS has not remitted or paid the balance due and owing under the CRA, which amount totals \$609,470.00.

37. As documented above, and despite the repeated promises and proffered payment schedule(s), as of December 31, 2022, ATS, through Crispian J. Atkins, had paid only \$1,000.00 to FRG INC on a total amount due of \$610,470.00; the ongoing failure to remit payment(s), combined with unfulfilled

representations, promises, and excuses, raised a serious concern about ATS and its business operations, owners, and employees, as well as its connection, if any, with HSG and the HSG Personnel.

38. ATS and HSG were both owned, operated, and controlled by Crispian J. Atkins, which fact was never disclosed to FRG INC.

39. Crispian J. Atkins was the Senior Partner/CEO of ATS.

40. HSG's Articles of Organization and its 2023 Annual Report list Crispian Atkins as a person authorized to manage HSG. *See* Exhibit 3.

41. Contrary to the representations that HSG was in the IT industry and/or had IT technical background, HSG's website identifies HSG only as a "high quality security company," and states "Holden Security Group provides commercial and residential properties with unarmed, armed, standing security personnel or corporate security services. We also install industry-leading security cameras and alarm systems to protect your safety and property." HSG's website does not advertise or market any IT industry work or services. HSG is a physical security company, not an IT consultancy company.

42. The HSG Personnel supplied by HSG, included family members of Crispian Atkins: Crispian Atkin's wife, Stephanie Miller-Atkins (which relationship was not disclosed and by using her maiden name only – Miller –

further raised a concern), and their son, Cameron Atkins. The HSG Personnel are **not** IT professionals.

43. On or about February 21, 2023, after multiple phone calls, FRG INC spoke with HSG's Tremayne Eddings via telephone and Mr. Eddings was evasive and refused to answer multiple questions, including what services HSG performed, where the work was performed (except that the work was performed in a building for "Citi" and not work-from home), *inter alia*.

44. HSG's address, 1425 Brickell Avenue, Unit 45A, Miami Florida, 33131 is a residential condominium in the Four Seasons, which is owned by Antoinette Randolph, a realtor, not Tremayne Eddings nor HSG.

45. Cameron Atkins, the son of Crispian Atkins and Stephanie Miller-Atkins, was listed in his "Supplier Assignment Schedule" as performing work at 16 Parkland Place, St. Louis, Missouri, 63112, which address is owned by Frederick and Delores Atkins, who appear to be related to Crispian J. Atkins, but which listing appears to have been another ruse to avoid raising any issue.

46. Crispian J. Atkins, Stephanie Miller-Atkins, Henry Bell, and Cameron Atkins, as well as ATS' Chief Financial Officer, Edrina Hammond, are Directors in an entity known as Elite Prep University Foundation, Inc., which lists its addresses and these Directors' address as 1425 Brickell Avenue, Unit 45A, Miami,

Florida 33131, which is the same address listed for HSG. Attached hereto as Exhibit 9 is a true and correct copy of the Articles of Organization for Elite Prep University Foundation, Inc. filed on June 15, 2022.

47. Based upon the statement, promises, acceptance, and payment of \$1,000.00 to FRG INC as described above, Co-Debtor Crispian J. Atkins has admitted and acknowledged the \$609,470.00 debt, underlying FRG INC's claim, that is and remains due and owing to FRG INC. *See* Exhibit 8.

48. Based upon investigation and the information known to date, FRG INC alleges that the Joint Debtors crafted, engaged in, and perpetrated a fraud and scam individually, and in conspiracy and cooperation with other persons and entities, which fraudulent scam utilized and was perpetrated through closely held limited liability companies (*alter ego*) to receive \$399,525.00 from FRG INC and scam FRG INC of \$609,470.00.

49. Based upon the misrepresentations, the actions and omissions, and the familial and common connections described above, FRG INC believes and avers that Defendants, individually and working together, jointly, and collectively, did intentionally and maliciously design, organize, and conspire, and then engage in a fraudulent scheme for monetary gain and that the represented IT technical work was never performed by the HSG or the Individual Contractors, including Stephanie Atkins, also known as Stephanie Miller-Atkins, and that that there was

no Citibank contract as represented, which fraudulent acts, omissions, and conduct had caused FRG INC to pay \$399,525.00 to HSG and, further, that such money, or portions of that money, were paid and/or received by Defendants, and, further, resulted in a loss of at least \$609,470.00 by FRG INC.

50. Further, as outlined above and below, Defendants created and utilized closely held and commonly owned, operated, and managed limited liability companies as identified herein (and to be further identified) as fronts to pursue, commit, and effect their IT technical work scam and defraud FRG INC and, as a result, this Court must pierce the corporate veil of any and all limited liability companies involved in this scam, including specifically ATS and HSG, and hold Defendants, Crispian J. Atkins and Stephanie Atkins, also known as Stephanie Miller-Atkins, personally responsible and liable, and jointly and severally liable over to FRG INC for any and all damages sustained by FRG INC.

51. ATS is the *alter ego* of HSG and, conversely, HSG is the *alter ego* of ATS as they did not operate legally distinct entities, but instead operated as closely held entities through common persons and operations, including Defendants, Crispian J. Atkins and Stephanie Atkins, also known as Stephanie Miller-Atkins, and with common goals and purposes, including but not limited to the IT technical work scam and fraud at issue, and, as a result, hold Defendants, and ATS and HSG, personally responsible and liable, and jointly and severally liable over to

FRG INC for any and all damages sustained by FRG INC. *See* FL § 605.0503(7)(c) (a member of a limited liability company may be subject to an alter ego liability on application to the court by a judgment creditor).

COUNT I
OBJECTION TO DISCHARGEABILITY OF DEBT
PURSUANT TO 11 U.S.C. §523(A)(2)(A)

52. This is an action pursuant to U.S.C. §523(a)(2)(A) to determine dischargeability of the amounts due and owing to FRG INC.

53. FRG INC, adopts and incorporates by reference paragraphs 1 through 51 above as though the same were set forth at length herein.

54. Based upon the intentional and false representations of Defendants, and their omissions and active concealment of material facts, FRG INC agreed to enter into a business relationship with ATS and HSG and, specifically, entered into contractual agreements as outlined above, which resulted in FRG INC paying \$399,525.00 to Defendants, HSG and its Individual Contractors, which scam and fraud by and between HSG, ATS, and Defendants, was exposed when ATS via Defendant, Crispian J. Atkins, failed to remit the monies due to FRG INC, except for \$1,000.00.

55. Defendants, individually, jointly, and by and through ATS and HSG, intentionally and fraudulently represented and omitted and actively concealed material information that they had were a provider of IT technical services, which

FRG INC justifiably relied upon and was material as it resulted in FRG INC entering into multiple contractual agreements, including the CRA, MCA, and ICPAs, and FRG INC's payment of \$399,525.00.

56. Defendants, individually, jointly, and by and through ATS and HSG intentional and malicious conduct, actions and omissions, and subsequent failure to provide information and details, indeed active concealment, as outlined above, establishes that the business deal and relationship was a scam and fraud designed, created, pursued, and operated jointly by and amongst the Defendants, and other persons through closely held entities, to secure money from FRG INC with no intention to pay or reimburse FRG INC.

57. Defendants, individually, jointly, and by and through ATS and HSG, intentionally and maliciously, conspired and acted together to design, create, pursue, and operate a scam and fraud in the form of a false business to provide IT technical services, for which Defendants are individually, collectively, and jointly and severally liable to FRG INC.

58. Defendants knew the representations were false at the time they made them.

59. Defendants made the representations with the intention and purpose of deceiving FRG INC.

60. Based upon and relying upon the false representations, scam, and fraud, as outlined above, FRG INC remitted and paid HSG \$399,525.00 for IT technical services that, upon information and belief, was not performed, nor was such IT technical services capable of being performed.

61. Defendants, individually, jointly, and by and through ATS and HSG engaged in and committed a fraud that resulted in the receipt of \$399,525.00 from FRG INC and, upon information and belief, the payment of such monies to Defendants.

62. Further, and in the alternative and assuming *arguendo* that a Citibank contract even existed, Defendants, Crispian J. Atkins and Stephanie Atkins, also known as Stephanie Miller-Atkins, individually, jointly, and by and through ATS and HSG engaged in and committed a fraud that resulted in the receipt and withholding of \$609,470.00 by Defendants and their closely held and owned limited liability companies, which is due and owing to FRG INC.

63. As a result of Defendants, Crispian J. Atkins and Stephanie Atkins, also known as Stephanie Miller-Atkins, individually, jointly, and by and through ATS and HSG false representations, material omissions, active concealment, scam, and fraud, FRG INC sustained monetary damages in the amount of \$399,525.00, together with other compensatory damages of at least \$609,470.00 based upon the failure to pay the monies owed to FRG INC under the ATS contract, statutory and

punitive damages, as well as payments of costs and expenses and attorneys' fee incurred by FRG INC.

64. Based upon the foregoing, FRG INC claims against Joint Debtors constitute fraud and are non-dischargeable pursuant U.S.C. §523(a)(2)(A).

COUNT II
OBJECTION TO DISCHARGEABILITY OF DEBT
PURSUANT TO 11 U.S.C. §523(a)(4)

65. This is an action pursuant to U.S.C. §523(a)(4) to determine dischargeability of the amounts due and owing to FRG INC.

66. Plaintiff, FRG INC, adopts and incorporates by reference paragraphs 1 through 51 above as though the same were set forth at length herein.

67. As outlined above, under and pursuant to the CRA, FRG INC was first to pay HSG for the IT technical work of the Individual Contractors, and then ATS was to reimburse FRG INC this amount, plus an agreed upon profit margin, which agreement created an express trust.

68. FRG INC performed all of its obligations outlined in the CRA.

69. The debt to FRG INC was caused by fraud or defalcation.

70. The Defendants were acting as a fiduciary to FRG INC. at the time the debt was created.

71. Specifically, FRG INC directly paid HSG's employee's timesheets from October 2022 to December 24, 2022, which payments totaled \$399,525.00 for the hours allegedly worked by the Individual Contractors, and then sought payment from ATS, who under the CRA was required to remit payment of \$610,470.00 to FRG INC on the invoices "within fourteen (14) days:"

7. INVOICING & PAYMENT

7.1 FRG shall invoice Client on a weekly basis for all applicable Fees. Unless otherwise specified on the Assignment Schedule, all rates exclude sales and any other applicable taxes. Where applicable, FRG's invoices may include taxes, interest and Expenses. Client shall pay each invoice in full without set off or counterclaim within fourteen (14) days of the date of FRG's invoice. Client shall pay all Fees and other amounts owed via electronic funds.

7.2 FRG reserves the right to charge interest on any overdue amounts at the highest rate permitted by applicable law. If FRG retains a third party for the purpose of collecting amounts owed hereunder or otherwise enforcing its rights hereunder, Client shall pay or reimburse FRG for all such costs and expenses including without limitation attorneys' fees and costs.

See Exhibit 1 at Section 7.

72. After FRG INC had paid HSG, ATS issued invoices to ATS, totaling \$610,470.00, which invoices became overdue and no money had been paid by ATS to FRG INC as per the CRA, so FRG INC on multiple occasions requested payment from ATS by and through Defendant, Crispian J. Atkins of the amounts owing from the hours allegedly worked by HSG for its Individual Contractors, including Defendant, Stephanie Atkins, aka Stephanie Miller-Atkins.

73. As above, Defendants engaged in a fraud and scam wherein, based upon the representations of Defendants, and pursuant to the contracts, FRG INC had transferred \$399,525.00 and was owed \$609,470.00 (after payment of

\$1,000.00 by ATS), which monies was in the possession and control of Joint Debtors.

74. Joint Debtors conspired via and through the fraud and scam described above with others and through closely held entities and misappropriated funds for their own benefit and committed embezzlement and/or larceny.

75. As a result of Defendants, individually, jointly, and by and through ATS and HSG false representations, material omissions, active concealment, scam, and fraud, FRG INC sustained monetary damages in the amount of \$399,525.00, together with other compensatory damages of at least \$609,470.00 based upon the failure to pay the monies owed to FRG INC under the ATS contract, statutory and punitive damages, as well as payments of costs and expenses and attorneys' fee incurred by FRG INC.

76. Based upon the foregoing, FRG INC claims against Joint Debtors constitute embezzlement and larceny and are non-dischargeable pursuant U.S.C. §523(a)(4).

**COUNT III
OBJECTION TO DISCHARGEABILITY OF DEBT
PURSUANT TO 11 U.S.C. §523(a)(6)**

77. This is an action pursuant to U.S.C. §523(a)(6) to determine dischargeability of the amounts due and owing to FRG INC.

78. Plaintiff, FRG INC, adopts and incorporates by reference paragraphs 1 through 51 above as though the same were set forth at length herein.

79. Given the inability to secure relief under their 2022 bankruptcy filing and given the depth of the misrepresentation and fraud, Defendants had a motivation to and did deliberately, intentionally, and maliciously target and injure FRG INC, by individually and working together, jointly, and collectively, to design, organize, and conspire, and then engage in a fraudulent scheme for monetary gain and that the represented IT technical work was never performed by the HSG or the Individual Contractors, including Stephanie Atkins, also known as Stephanie Miller-Atkins, and that that there was no Citibank contract as represented, which fraudulent acts, omissions, and conduct had caused FRG INC to pay \$399,525.00 to HSG and, further, that such money, or portions of that money, were paid and/or received by Defendants, Crispian J. Atkins and Stephanie Atkins, also known as Stephanie Miller-Atkins, and, further, resulted in a loss of at least \$609,470.00 by FRG INC.

80. Defendants, upon information and belief, knew from inception of the fraud and scam that they, their closely held companies, and family and friends did not have the skill nor experience to perform IT technical work, and that the Citibank contract was non-existent, yet despite this knowledge, Defendants continued to engage in a fraud and scam by submitting false and fraudulent invoices for payment to FRG INC.

81. As a result of Defendants, Crispian J. Atkins and Stephanie Atkins, also known as Stephanie Miller-Atkins, individually, jointly, and by and through ATS and HSG false representations, material omissions, active concealment, scam, and fraud, FRG INC sustained monetary damages in the amount of \$399,525.00, together with other compensatory damages of at least \$609,470.00 based upon the failure to pay the monies owed to FRG INC under the ATS contract, statutory and punitive damages, as well as payments of costs and expenses and attorneys' fee incurred by FRG INC.

82. Based upon the foregoing, FRG INC's claims against Joint Debtors constitute willful and malicious injury and are non-dischargeable pursuant U.S.C. §523(a)(6).

PRAYER FOR RELIEF

WHEREFORE, FRG INC prays for remedies, relief, and judgment in its favor against Defendants, individually, collectively, and jointly and severally, finding and declaring that Defendants, individually and utilizing closely held and owned limited liability companies, ATS and HSG, obtained money and debt, and any other property or services arising therefrom in the amount of \$399,525.00, together with other compensatory damages of at least \$609,470.00 based upon the failure to pay the monies owed to FRG INC under the ATS contract, statutory and punitive damages, as well as payments of costs and expenses and attorneys' fee

incurred by FRG INC., by engaging in false pretenses, false representations, and/or actual fraud under §523(a)(2)(A), larceny or embezzlement under §523(a)(4), and willful and malicious injury §523(a)(6) and finding that the FRG INC debt set forth herein is non-dischargeable, and awarding such other relief, including equitable or injunctive relief, as is just and proper under the circumstances, as well as any other relief deemed appropriate by this Court.

Date: June 30, 2023

Respectfully submitted,
s/ Paige A. Greenlee

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