

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

Civil Action No.: 5:12-CV-7-OC-32TBS

LOUISE PRIVITERA,
Plaintiff,

Vs.

AMBER HILL FARM, L.L.C. and
ELIZABETH MANDARINO, Defendants.

**AFFIDAVIT OF ELIZABETH MANDARINO IN SUPPORT OF MOTION FOR
EXTENSION OF TIME AND ENTRY OF ORDER PROTECTING DOCUMENTS AND
INFORMATION AND IN OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL
DEPOSITION OF MANDARINO**

Affiant declares as follows:

1. My name is Elizabeth Mandarino. I am over twenty-one (21) years of age and competent to make this Affidavit. This Affidavit is based upon my personal knowledge, and the statements made in it are true.

2. I am a defendant in the lawsuit.

3. Plaintiff, Louise Privitera, operates a livery and stable on Long Island, New York. She is not involved in the performance horse business. Ms. Privitera is aware that, through my business, Amber Hill Farm, L.L.C., I train, market, sell, lease and show horses. Ms. Privitera also is aware that, in the performance horse industry, (i) horses participate and are displayed in a "travelling circuit" of horse shows; (ii) the locations of these shows vary according to the seasons of the year; (iii) in the summer months, known as the "Summer Circuit," these shows are held in the northeast United States, particularly in upstate New York and New Jersey; and (iv) in

the winter months, known as the "Winter Circuit," the shows are held in the southeast United States, particularly in Georgia, Mississippi, and Florida.

4. I met Ms. Privitera at a horse show on Long Island, New York, where she was a spectator, Amber Hill Farm was showing and selling horses, and my 15 year old daughter, Emma Mandarino was riding, in the summer of 2011. Impressed by Emma's riding and by Amber Hill Farm's marketing and training capabilities, Ms. Privitera asked me to board and train 3 of her horses at Amber Hill Farm.

5. Performance show owners like Amber Hill Farm routinely go to Europe, pre-circuit, to buy horses, which will be trained then shown during the circuit.

6. While I was in New Jersey and Ms. Privitera was in New York in September 2011, we orally agreed to buy European performance horses, which Steven Hirsch, a former employee of mine and an acquaintance of Ms. Privitera's, deemed to be a sound investment. Ms. Privitera and I agreed to share evenly the cost of buying, shipping, and insuring the horses, then boarding and training them at Amber Hill Farm. We did not create written partnership documents, but the emails and text messages we exchanged evidence our agreement. Neither of us was in Florida or had any connection with Florida when we agreed to buy the horses or when the horses arrived in the USA.

7. In September 2011, when I was negotiating to buy the three show equines, Fresh Prince, L'Esperado (also known as Esse) and Cyrus, for Ms. Privitera and me ("the jointly owned horses"), Ms. Privitera never mentioned a desire to house any of the show horses at her business; she has not asked me to ship any of the jointly owned show horses to her business since they arrived in the USA in October 2011. From the inception, our plan was to board and train the horses at Amber Hill Farm where Emma could ride them and enhance their values, show

them during the Winter Circuit and, if no one bought them during Winter Circuit, send them to the farm of my mentor in Wellington, Florida, who would sell them.

8. Amber Hill Farm, LLC contributed \$85,000, representing half of the cost of purchasing, shipping and insuring the three jointly owned horses; Ms. Privitera contributed \$85,000 for the other half. Amber Hill Farm, LLC holds all of my ownership interests in horses, so I titled the jointly owned horses in the names of Ms. Privitera and Amber Hill Farm, LLC.

9. I have provided a separate Affidavit, dated February 22, 2012 [D.E. 19-1], detailing inaccuracies in the Affidavit of Ms. Privitera. It is incorporated herein by reference. I sincerely believe and therefore in good faith state that her lawyer, Bonnie Navin, is more responsible for those inaccuracies than Ms. Privitera. Similarly, in the Motion to Compel my deposition, Ms. Navin falsely contends that I have withheld horses from Ms. Privitera, failed to provide her information regarding them and taken them to Florida without her permission. Ms. Privitera never objected to me bringing the horses to Atlanta and Ocala. Text messages from me to Ms. Privitera, advising her of the status and location of and travel plans for the horses, are in D.E. 19-2 and 19-3. Ms. Privitera also receives and reviews a weekly newsletter from Amber Hill Farm.

10. Ms. Navin represents Don Stewart, who is the most significant competitor of Amber Hill Farm in the 2012 Winter Circuit in Florida. I am concerned that sensitive information from this lawsuit might be shared with him. Ms. Navin asked me to transfer the jointly owned horses to Mr. Stewart so that he could sell them. I refused to do so because he is my competitor and any potential buyer known to Ms. Privitera or Ms. Navin can assess the horses at Amber Hill Farm's temporary facility in Ocala, which has a state of the art, full show course, identical to the course at the Winter Circuit show. The performance rings and jumps at

our facility in Ocala were designed by the same person who designed the course and jumps for the Winter Circuit shows in Ocala.

11. I am requesting a broad Order, protecting all documents and information in this lawsuit from being disseminated to third parties, because I have witnessed Ms. Navin use email and the internet to damage the reputations of other litigants and people in the horse business and because in less than two months, using the internet and email, Ms. Navin has done irreparable damage to the reputations of Amber Hill Farm, my daughter, Emma Mandarin, who is a 15 year old, nationally renowned equestrian, and me. Given that she represents Mr. Stewart, it is difficult to imagine that this damage was caused accidentally. The more Ms. Navin can blemish Amber Hill Farm, the more likely that a horse buyer in Ocala would patronize Mr. Stewart's farm instead of Amber Hill Farm. Examples of Ms. Navin's abuses follow.

12. In November of 2011, Ms. Navin contacted me on behalf of her client, Kathryn Rackley, who was in a dispute with the potential buyer of her horse, Shingo, which was boarding at Amber Hill Farm. Ms. Navin asked me not to release Shingo until the buyers had signed the contract she prepared. A true copy of her email of November 28, 2011 at 7:07 a.m. is part of Exhibit 1. In response to Ms. Navin's email, I mentioned that Bethie Dayton, the trainer for the buyer, had a spotless reputation. *See* Exhibit 1 at 2. Ms. Navin responded by disparaging Ms. Dayton, stating, "Truthfully, dayton (sic) is in a lawsuit I'm handling so I don't agree with her spotless reputAtion (sic) I trust you...I don't trust her one iota." *See* Exhibit 1 at 1 (email dated Nov. 28, 2011 at 3:38 p.m.).

13. On December 7, 2011 at 7:56 a.m., I received an email from Ms. Navin concerning Kathryn Hoff, whose horse, Goldrush, was boarding at our temporary, Winter Circuit facility in Ocala, Florida. *See* Exhibit 2 at 9. Ms. Navin demanded that I "vastly" reduce Ms.

Hoff's bill, and release Goldrush; she also said she "was very upset about the way [I] handled the Shingo matter." *Id.*

14. I asked Ms. Navin whether she was Ms. Hoff's attorney. Exhibit 2 at 8 (email dated Dec. 7, 2011 at 1:36 p.m.). Although she was using her law firm's email, Ms. Navin responded that "Kathryn is a longstanding family friend and I will help her in any way deemed necessary. I am emailing you as a horse person not as a lawyer." Exhibit 2 at 7 (email dated Dec. 7, 2011 at 9:04 a.m.). I complained to Ms. Navin about threatening me, and again asked whether she was representing Ms. Hoff as an attorney. Exhibit 2 at 6 (email dated December 7, 2011 at 2:41 p.m.). Ms. Navin responded that she was "emailing as a friend of Kathryn's who is knowledgeable about horse matters." *Id.* at 5 (email dated Dec. 7, 2011 at 9:58 a.m.). Four days later after brow beating me until I had reduced her friend's invoice and released her horse, and after disparaging me to fellow members of the equine community, Ms. Navin admitted that Ms. Hoff was her client. Exhibit 2 at 1 (email dated Dec. 11, 2011 at 4:23 p.m.).

15. More recently, Ms. Navin has provided a customer of Amber Hill Farm with legal advice without revealing her involvement in the transaction. In the email trail, attached as Exhibit 3, Ms. Navin is "b.n." Lay people, like me, are disadvantaged when lawyers hide or lie about their involvement in business dealings. Such conduct makes me worry about disclosing information to Ms. Navin.

16. Although she communicated with my New Jersey legal counsel about Ms. Privitera's desire to dissolve our partnership, on December 15, 2011, Ms. Navin sent me a letter advising that she represented Ms. Privitera, and demanding that I make certain concessions, lest Ms. Navin "file . . . an owner dispute to prevent these horses from showing." She did not send a copy of the letter to my attorney. *See* Exhibit 4 at 2.

17. Ms. Navin provided Ms. Privitera's amended complaint to the United States Equestrian Federation ("USEF") on January 4, 2012. *See* Exhibit 5. Although the certificate is dated January 5, 2012, Ms. Navin did not mail the amended complaint to my attorney until January 9, 2012. *See* Exhibit 6. As a result, when the USEF advised me about the Ownership Dispute concerning the horses, I did not have a copy of the amended complaint and could not adequately defend the interests of Amber Hill Farm.

18. As long as the jointly owned horses are in an Ownership Dispute, buyers will shy away from purchasing them, even though the horses are winning awards at performances during the Winter Circuit. This greatly benefits competitors of Amber Hill Farm, like Ms. Navin's client, Mr. Stewart.

19. In the motion to compel my deposition, Ms. Navin claimed that I refused to permit potential buyers to see the jointly owned horses. [D.E. 16]. That is not true. On January 17, 2012, my attorney advised Ms. Navin that parties interested in buying the horses or Ms. Privitera's share of the horses should contact me c/o Amber Hill Farm. *See* Exhibit 7. Of course, given the Ownership Dispute, less interest in buying any of the jointly owned horses has been shown.

20. Horse Show Diva and Rate My Horse Pro are well known websites for the performance horse community.

21. In January 2012, I posted a message on my Facebook page, inquiring about Ms. Navin's relationship to and/or control over horseshowdiva.com. Without my attorney's permission, Ms. Navin responded on my page. See Exhibit 8. In her post, Ms. Navin thanked her many clients who alerted her to my post. *Id.* Since that exchange occurred, false and vicious messages have been posted on horseshowdiva.com concerning Amber Hill Farm, my daughter, Emma, and me. Additionally, my ability to post on the website has been terminated.

22. The complaint in this action was posted on Rate My Horse Pro before it was served on me. Similarly, the complaint of A. M. Shah, who is represented by Ms. Navin, against my friend, Mindy Darst, was posted on Rate My Pro as soon as it was filed. The presence of such information on the web damages a farm or individual's reputation.

23. Ms. Navin has posted hundreds of messages on websites frequented by people in the performance horse industry, under the pseudonym "Donkeyman", among others. In these posts, she reveals information about cases she is handling and people she is suing.

24. Attached as Exhibit 9 are samples of Ms. Navin's internet messages. In one set of

messages, she discusses Mindy Darst, who has cancer. Ms. Navin is suing Ms. Darst in Palm Beach County Circuit Court on behalf of her client, A.M. Shah, in a suit concerning the age and color of a horse Ms. Shah bought.

25. Ms. Navin is well aware of the damage these postings can do. In Exhibit 9, she remarks, "these things go viral and damage livelihoods." Such conduct is unseemly for an attorney. I am gravely concerned about how Ms. Navin might use information obtained in this lawsuit.

26. My business and I already have been damaged by her postings. One of my long time boarders recently asked me to send his horse to another farm because he was concerned about my character after reading information that Ms. Navin posted on the internet.

27. A renowned rider, who previously rode the jointly owned jumper, Fresh Prince, initially refused to ride him because the internet postings have damaged Amber Hill Farm's and my reputations and the Ownership dispute has tarnished Fresh Prince's reputation. I finally convinced him to show the horse after numerous text messages and emails.

28. My daughter, Emma, has developed an excellent reputation as an equestrian. A renowned trainer, who has worked with Emma many times over the last 9 years, now refuses to work with Emma or at Amber Hill Farm; owing to the information on the internet about this lawsuit, he perceives my reputation and that of Amber Hill Farm as tainted.

29. The value of the horses owned and/or boarded by Amber Hill Farm exceeds two million dollars.

30. Amber Hill Farm has 62 performance horses and brood mares in Ocala for Winter Circuit. From now through March 11, 2012, I will work 12 hours a day, seven days a week preparing to show horses and/or showing horses in the Winter Circuit. Then from March 12-14,

2012, I must travel to New Jersey for medical treatment. Then the performance horses must be taken from Ocala to North Carolina for a two-week show, where, I again will work all day, every day. From North Carolina, the horses will be taken to another show in the South. I am Amber Hill Farm's marketing professional; its business will be harmed if I must shirk my responsibilities to the business so that I can be prepared for and give a deposition and attend Ms. Privitera's deposition during Winter Circuit.

31. I do not seek to postpone my deposition in order to disadvantage Ms. Privitera financially. I have not been arbitrary or frivolous about the expenses incurred for the horses. Amber Hill Farm charges Ms. Privitera \$750 per month for boarding each horse; that is less than half of the cost to feed, bed and care for the animals. By contrast, our competitor, Don Stewart, charges \$1,800 per month for board.

32. When horses are imported from Europe, they often appear to be lame, owing to lack of fitness. They are physically unfit to show in the American system. Veterinarian Dr. Tiffany Marr carefully monitored the jointly owned horses, advising me when they were sufficiently fit to begin jumping, and each time the height and width of their jump could be increased. The horses had to be trained to perform; professional trainers provided that service. Amber Hill Farm pays the trainers, grooms, farriers and veterinarian, who care for the jointly owned horses, and half of those expenses are billed to Ms. Privitera.

33. The jointly owned horses are safe, healthy and winning ribbons. Their values have increased significantly since they arrived from Europe. If the Court finds that I breached an obligation by showing the jointly owned horses after December 15, 2011, it can enter an order prohibiting me from subtracting Ms. Privitera's share of such expenses from the proceeds from the sale of the horses. Prohibiting me from caring for and showing the horses, then transporting them safely back to New Jersey in order to give a deposition before mid April 2012 would damage the value of the jointly owned horses to the detriment of Ms. Privitera and Amber Hill Farm.

34. My attorney, Elaine Johnson James, advised Ms. Navin that she and I were not available for the parties' depositions on February 27-28, 2012 because, since November 29, 2011, Ms. James has been scheduled to appear in Miami-Dade Circuit Court on February 28, 2012.

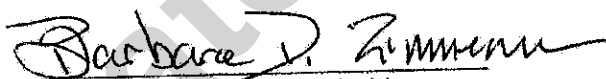
FURTHER AFFLIANT SAYETH NAUGHT.



Elizabeth Mandarino

STATE OF FLORIDA
COUNTY OF MARION

Sworn to and subscribed before me this 23rd day of February 2012, by Elizabeth Mandarino, who is personally known to me.



Notary Public-State of Florida
My commission expires:

