

**IN THE COUNTY COURT IN OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR VOLUSIA COUNTY, FLORIDA**

JEREMIAH-MATTHEW ANDERSON,

CASE NO. 2024-29084-CODL

Plaintiff,

v.

WESTLAKE FINANCIAL SERVICES,

Defendant.

_____/

DEFENDANT'S ANSWER

Defendant Westlake Services, LLC dba Westlake Financial Services ("Westlake"), incorrectly named as its fictitious entity name, and specifically preserving its right to contest service of process and the Court's personal jurisdiction over it, files its Answer to Plaintiff Jeremiah-Matthew Anderson's ("Plaintiff") Amended Complaint, and states:

Westlake denies every allegation in Plaintiff's Amended Complaint, unless specifically admitted herein.

AFFIRMATIVE DEFENSES

1. **Failure to Perfect Service of Process.** Plaintiff failed to serve Westlake's Florida registered agent as required by Florida Statutes. Plaintiff's failure to strictly comply with service of process requirements voids any order or judgment resulting therefrom.

2. **Lack of Personal Jurisdiction.** Plaintiff failed to strictly comply with Florida Statutes regarding service on a limited liability company. Accordingly, this Honorable Court lacks personal jurisdiction over Westlake until Plaintiff properly perfects service.

3. **Failure to State a Cause of Action.** Plaintiff fails to state a cause of action upon which relief can be granted. Specifically, each cause of action in Plaintiff's Amended Complaint makes only conclusory allegations without specific facts to support them.

4. **Standing.** Plaintiff lacks standing because he has not suffered a concrete and particularized injury.

5. **No Damages.** Plaintiff's causes of action fail because he has not suffered any damages.

6. **Failure to Mitigate Damages.** Plaintiff's claims are barred, in whole or in part, by his failure to mitigate any damages.

7. **Set-Off.** Plaintiff's damages, if any, should be reduced by the amount he owes to Westlake by its right of set-off.

8. **Bona Fide Error.** Any "violation was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid such error," FLA. STAT. § 559.77(3).

9. **Prior Breach of Retail Installment Sale Contract:** Plaintiff materially defaulted on the Retail Installment Sales Contract ("RISC") by failing to timely remit his payments prior to Westlake committing any of the alleged actions in Plaintiff's Amended Complaint.

10. **Performance Excused.** Plaintiff materially defaulted on the RISC by failing to timely remit his payments whereby excusing Westlake's performance and all subsequent actions.

Respectfully submitted,

LIEBLER, GONZALEZ & PORTUONDO
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By: /s/ James R. Liebler, II
JAMES R. LIEBLER, II
Florida Bar No. 115348
BERJOLYNA PRINCILIS
Florida Bar No. 1011417

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of February, 2025, I electronically filed the foregoing with the Clerk of Courts by using the Florida Courts E-filing Portal which will send a notice of electronic filing to the following: Jeremiah-Matthew Anderson; 3634 Watermelon Lane, New Smyrna Beach, FL 32168 (cuo@treeai.us).

/s/ James R. Liebler, II

JAMES R. LIEBLER, II