

IN THE CIRCUIT/COUNTY COURT IN AND FOR VOLUSIA COUNTY,  
FLORIDA

CASE NO.: 2024 29084 CODL

JUDGE: ANGELA A. DEMPSE

DIVISION: 71

JEREMIAH MATTHEW ANDERSON,

*Plaintiff,*

v.

WESTLAKE FINANCIAL SERVICES,

*Defendant.*

FILED

2024 DEC 18 PM 1:33

CLERK OF THE CIRCUIT  
& CITY COURT VOLUSIA CTY, FL  
CC 54

## MOTION FOR WRIT OF REPLEVIN AND AWARD OF DAMAGES

Your Honor,

I, Jeremiah Matthew Anderson, respectfully submit this Motion alongside additional evidence to reaffirm my lawful right to possession of the vehicle and to seek appropriate damages. The evidence demonstrates that Defendant, Westlake Financial Services, has **willfully disregarded both federal and state laws**, as well as this Court's order **to show cause**, constituting an unlawful repossession of my property.

### Background of the Case

On August 19, 2024, I submitted a formal debt discharge package to Defendant, including:

1. A promissory note constituting lawful settlement of the debt under UCC § 3-104;
2. A 1099-C form issued by Defendant, which canceled the debt of \$4,129.93 and fulfilled reporting requirements under 26 U.S.C. § 61(a)(12);
3. A debt validation request sent on October 21, 2024 and delivered on October 24, 2024, invoking my rights under 15 U.S.C. § 1692g(b) after Defendant threatened repossession despite canceling the debt.

The Defendant **refused to validate the debt or respond**, choosing instead to repossess the vehicle on November 1, 2024, in direct violation of federal law. Their response to my lawful request was to seize the vehicle—a clear demonstration of willful disregard for consumer protections.

The opening balance of this fraudulent contract was \$17,893.35, with an interest rate of 12.495% and a 48-month term. 39 payments were made under this now-invalid contract.

### **Defendant's Failure to Show Cause**

On November 13, 2024, this Court issued a Replevin Order to Show Cause requiring Defendant to appear on December 18, 2024 to justify their actions. The Court's order explicitly stated:

*"If the defendant fails to appear as ordered, defendant shall be deemed to have waived the right to a hearing. The Court may thereupon order the clerk to issue a Writ of Replevin."*

The Defendant failed to appear on the hearing date. Their refusal to appear is an **admission of guilt by inaction, waiving any defense or contradictory evidence against my claim.**

### Evidence Submitted in Support

I am submitting the following evidence to substantiate my claim:

1. 1099-C Form issued by Defendant, proving the remaining debt was discharged and reported as taxable income under 26 U.S.C. § 61(a)(12);
2. Notice of Plan to Sell Property sent by Defendant after repossession, despite the debt being canceled and a Debt Verification Request was issued and protected by Fair Debt Collection Practices Act.
3. **Debt Validation Request** sent on October 21, 2024, which the Defendant willfully ignored in direct violation of 15 U.S.C. § 1692g(b). Under **Restatement (Second) of Contracts § 69**, the Defendant's silence constitutes **tacit acceptance** of my claims, including the invalidation of the alleged debt. To this date, Defendant has failed to assert any lawful claim against me or present any evidence that complies with the **legal frameworks of federal or state law**. Their refusal to act within established legal boundaries further validates the legitimacy of my claims and underscores the willful and deliberate nature of their unlawful conduct.
4. **Notice of Seizure and Personal Property Inventory** from the repossession company in Apopka, Florida, proving the vehicle's last known location;
5. **Replevin Order to Show Cause from this court-** Defendant's repeated failure to appear in Court as ordered, waiving their right to defense.

## **Legal Basis for Relief**

1. 15 U.S.C. § 1692g(b): Defendant violated federal law by repossessing the vehicle without validating the debt after receiving my lawful dispute.
2. 26 U.S.C. § 61(a)(12): The 1099-C issued by Defendant is binding proof that the debt was canceled, rendering further collection or repossession unlawful.
3. Restatement (Second) of Contracts § 69 (Tacit Acceptance): Defendant's silence after receiving my debt validation request constitutes acceptance of the debt's invalidation.
4. Florida Statute § 78.055 (Replevin): I have proven my lawful right to possession of the vehicle and the Defendant's wrongful possession.
5. Haines v. Kerner, 404 U.S. 519 (1972): As a pro se litigant, my filings must be construed with leniency to ensure access to justice.
6. Bowen v. Needles National Bank: A national bank cannot lend its credit, invalidating the Defendant's fraudulent loan contract.

## **Why the Court Must Issue Immediate Relief**

The Defendant has been afforded multiple opportunities to prove their claim, comply with federal law, or appear before this Court—and they have refused to do so on **EVERY** occasion to date. By failing to validate the debt and ignoring this Court's order, Defendant has:

- Demonstrated willful disregard for consumer protections;
- Violated federal laws governing debt validation and collection;
- Admitted, by their failure to respond or appear, that my claims are true and correct.

I have acted in good faith at every step to resolve this matter lawfully. Defendant's actions have caused financial harm, emotional distress, and a direct violation of my property rights as a free living man born and living under the protections of The Constitution. The Court must now act to uphold justice and protect the rights of individuals against corporations acting outside their legal operational limits.

## **Relief Requested**

**Plaintiff respectfully requests this Court to grant the following relief:**

1. **Issue a Writ of Replevin:**
  - Ordering the immediate return of the 2011 Ford F-450 (VIN: 1FT8W4DT0KED23046) to Plaintiff's possession at the original location from which it was unlawfully taken.

- In recognition of the vehicle's inoperable state due to a known issue with the turbo system, require the Defendant to cover all towing costs associated with its return. Alternatively, Plaintiff seeks reimbursement of an additional **\$250** for transportation of the vehicle.

2. **Restitution for All Payments Made Under the Invalidated Contract:**

- The original loan amount was **\$17,893.35**.
- Plaintiff has made **39 payments** totaling **\$15,990.00**, which must be refunded in full, as the contract was invalidated.
- The 1099-C issued by the Defendant canceled **\$4,129.93** of the debt and is treated as taxable income by the IRS. This amount represents an additional financial obligation imposed on Plaintiff. Therefore, Defendant must either:
  - Refund the full 1099-C amount, as it constitutes taxable income reported to the IRS, or
  - Provide documentation to withdraw or cancel the 1099-C to remove Plaintiff's tax liability.

Failure to resolve the 1099-C leaves Defendant guilty of filing false information with the IRS, in violation of 26 U.S.C. § 7206(1), which criminalizes knowingly filing a false return or document.

**Total Refundable Amount:** **\$15,990.00** (paid by Plaintiff) + **\$4,129.93** (1099-C amount) = **\$20,119.93**.

3. **Damages for Emotional Distress:**

- Defendant's unlawful actions, including repossession after debt cancellation, have caused significant stress, anxiety, and disruption to Plaintiff's life. Plaintiff seeks **\$5,000.00** in damages for emotional distress.

4. **Damages for Lost Income:**

- Plaintiff lost two full workdays due to the vehicle's wrongful seizure and an additional day preparing for this case. Plaintiff seeks **\$3,000.00** for lost income, calculated at **\$1,000.00 per day**, reflecting Plaintiff's typical daily earnings.

5. **Reimbursement for Litigation Costs:**

- Plaintiff seeks reimbursement of **\$1,000.00** in statutory damages and associated filing fees, costs incurred for the Los Angeles County Sheriff's Office to serve the Defendant, and all other costs related to the case.

**Total Damages and Restitution Requested:** **\$29,119.93**.

Conclusion

Your Honor, the evidence and facts presented demonstrate that Defendant has no legal basis to retain possession of my vehicle, failed to comply with federal and state laws, and ignored this Court's direct order to show cause. **Their refusal to appear is a clear admission of guilt.** I respectfully request that this Court enforce the law, issue the requested Writ of Replevin, and award appropriate damages without further delay.

Declaration

I, Jeremiah Matthew Anderson, declare under penalty of perjury that the statements made herein are true and correct to the best of my knowledge and belief.

Dated: 12/18/2024

Signature:

Jeremiah Matthew Anderson

Plaintiff, Pro Se

*CERTIFICATE OF SERVICE*

I, Jeremiah Anderson, hereby CERTIFY THAT A TRUE AND  
CORRECT COPY OF THE FOREGOING MOTION FOR WRIT OF REPLEVIN  
AND AWARD OF DAMAGES, ALONG WITH SUPPORTING EVIDENCE,  
WAS SENT TO THE DEFENDANT AT THE FOLLOWING ADDRESS  
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED ON 12/18/24

Westgate Financial Services  
4751 Wilshire Blvd #100  
Los Angeles, CA 90010

*Jeremiah Anderson*  
*Pro Se Plaintiff*

IN THE CIRCUIT/COUNTY COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

CASE NO. 2024 29084 CODL  
JUDGE Angela A. Demps  
DIVISION 71

JEREMIAH MATTHEW ANDERSON

WESTLAKE FINANCIAL SERVICES

Plaintiff(s)

Defendant(s)

**REPLEVIN ORDER TO SHOW CAUSE**

THE STATE OF FLORIDA

To Each Sheriff of This State:

YOU ARE COMMANDED to serve this order on defendant(s):  
WESTLAKE FINANCIAL SERVICES  
by personal service as provided by law, if possible, or if you are unable to personally serve defendant within the time specified, by placing a copy of this order with a copy of the Summons on the claimed property located at:

4751 WILSHIRE BLVD #100  
LOS ANGELES, CA 90010

at least Five (5) days before the hearing scheduled below, excluding the day of service and intermediate Saturdays, Sundays and legal holidays. Non personal service as provided in this order shall be effective to afford notice to defendant of this order, but for no other purpose.

Defendant shall show cause before a judge of this Court on the following date, time and location:

Date: WEDNESDAY, DECEMBER 18, 2024, at 11:00 a.m.

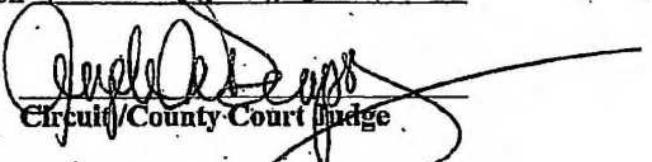
VIA ZOOM AT <https://zoom.us/j/> [REDACTED]

why the property claimed by plaintiff in the complaint filed in this action should not be taken from the possession of defendant and delivered to plaintiff.

If the defendant fails to appear as ordered, defendant shall be deemed to have waived the right to a hearing. The Court may thereupon order the Clerk to issue a Writ of Replevin.

ORDERED at DeLand, Volusia County, Florida on

November 13, 2024

  
Circuit/County Court Judge

**SEE REVERSE SIDE FOR VERY IMPORTANT INFORMATION**

Defendant may file affidavits, appear personally or with an attorney and present testimony at the time of the hearing, or, on a finding by the Court pursuant to Section 78.067(2), Florida Statutes, that the plaintiff is entitled to possession of the property described in the complaint pending final adjudication of the claim of the parties, file with the court a written undertaking executed by a surety approved by the Court in an amount equal to the value of the property to stay in order authorizing the delivery of the property to the plaintiff.

A copy of the above was mailed to the plaintiff/plaintiff's attorney by U.S. Mail this date.  
Dated: November 18, 2024



LAURA E ROTH  
CLERK OF THE CIRCUIT COURT  
BY: Laura Roth  
DEPUTY CLERK

/s/ Laura E. Smith  
Deputy Clerk

Orig. fwd to:

If English is not your native language and you need assistance understanding the court's proceedings, you will need to bring someone to interpret for you as this service is not provided by the court.

Si el inglés no es su lengua materna y va a necesitar ayuda para entender el proceso judicial, tendrá que traer a alguien para que le interprete ya que el tribunal no ofrece este servicio.

**SEE NEXT PAGE FOR VERY IMPORTANT INFORMATION.**

C [REDACTED]



**REQUESTS FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES** If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 125 E. Orange Ave., Ste. 300, Daytona Beach, FL 32114, (386) 257-6096, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the appearance is less than 7 days; if you are hearing or voice impaired, call 711.

**THESE ARE NOT COURT INFORMATION NUMBERS**



**SOLICITUD DE ADAPTACIONES PARA PERSONAS CON DISCAPACIDADES**

Si usted es una persona con discapacidad que necesita una adaptación para poder participar en este procedimiento, usted tiene el derecho a que se le proporcione cierta asistencia, sin incurrir en gastos. Comuníquese con la Oficina de Administración Judicial (Court Administration), 125 E. Orange Ave., Ste. 300, Daytona Beach, FL 32114, (386) 257-6096, con no menos de 7 días de antelación de su cita de comparecencia ante el juez, o de inmediato al recibir esta notificación si la cita de comparecencia está dentro de un plazo menor de 7 días; si usted tiene una discapacidad del habla o del oído, llame al 711.

**ESTOS NUMEROS TELEFONICOS NO SON PARA OBTENER INFORMACION JUDICIAL**



STATE OF FLORIDA, VOLUSIA COUNTY  
I HEREBY CERTIFY the foregoing is a true copy  
of the original filed in this office. This

November 18, 2024

Clerk of Circuit Court

By: Laura Smith Deputy Clerk  
e-signed. 11/18/2024, 2024 29084 CODL

C [REDACTED]



Westlake Financial

P.O. Box 76809  
Los Angeles, CA 90076-0809

10/12/2024

ACCOUNT: 15882303



0003609-0003961 S0105 001 [REDACTED]

JEREMIAH ANDERSON  
3634 WATERMELON LANE  
NEW SMYRNA BEACH, FL 32168

Dear JEREMIAH ANDERSON,

Your account is in serious default. Please be advised that your account has now reached the stage where definite action must be taken. We have begun a review of your account to determine what further collection efforts are required. Those actions may include steps to protect our interest in the secured vehicle, up to and including repossession, according to the terms of your contract.

It is imperative that you contact us as soon as possible at the telephone number below. A Customer Service Representative will explain your obligations in this matter and provide you with options to cure this default and bring your account current.

You can use the courtesy coupon at the bottom of this notice to mail your payment. The following payment methods are also available to you:

- MoneyGram wire transfer: (800) MONEYGRAM (Code: 2603)
- CheckFree walk-in cash payment at any CheckFree location

Call us now to make arrangements for payment and resolve this matter.

Sincerely,

Westlake Financial Services  
Collections Department  
1-888-739-9192

Please detach the section below and return it with your payment

JEREMIAH ANDERSON 3634 WATERMELON LANE NEW SMYRNA BEACH, FL 32168	AMOUNT DUE: \$953.02
	LATE CHARGES DUE: \$23.83
	OTHER CHARGES: \$0.00
	BALANCE DUE: \$4,206.96

MATURITY DATE: 05/06/2025
ACCOUNT: 15882303
AMOUNT ENCLOSED \$

WESTLAKE FINANCIAL SERVICES  
P.O. BOX 54807  
LOS ANGELES, CA. 90054-0807

Pursuant to the Fair Debt Collection Practices Act, Westlake Financial Services is required to inform you that if your loan is currently in default, we will be attempting to collect a debt and any information obtained will be used for that purpose. If you have filed for bankruptcy, or have been discharged in bankruptcy, this letter is for information purposes only and is not intended as an attempt to collect a debt.



## \*DEBT VALIDATION REQUEST\*

**FROM:**

Jeremiah Anderson  
3634 Watermelon Lane  
New Smyrna Beach FL 32168

**TO:**

Westlake Financial Svc  
PO Box 54807  
Los Angeles California 90054-0807

Sent Priority with Tracking # 94055118995601492661175

THIS NOTICE AND ENCLOSURES ARE A PRIVATE COMMUNICATION BETWEEN THE PARTIES AND CONSTITUTES DUE PROCESS IN ADMINISTRATIVE PROCEDURE. NOTICE TO AGENT IS NOTICE TO PRINCIPAL. NOTICE TO PRINCIPAL IS NOTICE TO AGENT. APPLICABLE TO ALL SUCCESSORS AND ASSIGNS.

Re: Account for 15882303

### I. NOTICE OF VALIDATION REQUEST

You are hereby in receipt of notice, per 15 U.S. Code § 1692, that the above referenced file number and alleged debt, in part, or in whole, is now officially disputed. By the authority of the Fair Debt Collections Practices Act (FDCPA), all activities on this account must cease until resolved. I affirm that said account(s) contain fraudulent or incorrect information. Transactions were not incurred by me nor any person with my authority, either expressed, implied, or apparent.

You are obligated by 15 U.S. Code § 1681i and § 1692e(8) to inform all credit reporting agencies (CRA) or Credit Bureaus (CB) of the dispute. Further, verification, as of today, with the CBs or non-action of these requests is in violation of the FCRA and the FDCPA and is subject to fines.

**Verification and validation are demanded.** Verification and validation are very different terms and ideas. Verification is making sure one actually owes the debt, see *Chaudhry v. Gallerizzo*, 174 F.3d 394 (4th Cir. 1999). The definition of *verification* according to Black's Law Dictionary is "...averment that the party pleading is ready to establish the truth of what he has set forth. ... The examination of a writing for the purpose of ascertaining its truth; or a certificate or affidavit that it is true.. ." The court said "Confirmation of the correctness, truth, or authenticity of a pleading, account, or other paper, by an affidavit, oath, or deposition." *McDonald v. Rosengarten*, 134 Ill. 126, 25 N.E. (1890) ; and *Summerfield v. Phoenix Assur. Co.* (C. C.) 65 Fed. 296 (1922); and *Patterson v. Brooklyn*. 6 App. Div. 127, 40 N.Y. Supp. 581 (1898).

Validation is for disputing a debt, stopping account activities until the debt has been confirmed, see *Spears v. Brçnman*, 745 N.E. 2d 862 Ind. App. (2001). The definition of *validation* according to Black's Law Dictionary is "assessing an action to determine it is complete, correct, implemented, and delivering the correct outcome." Oxford states it as "to check or prove the validity or accuracy of something"; Merriam-Webster says, "to show the existence or truth of, by evidence."

### II. VERIFICATION AND VALIDATION REQUIREMENTS

The demands are, but not be limited to:

1) I invoke the Truth in Lending Act per 15 U.S. Code § [REDACTED] and thereby demand the afforded right to know who the true party of interest [original creditor] in this transaction is.

2) An authentic contract with wet-ink signatures, signed by both parties. **Only a certified copy (before trial) and then the original (demanded during trial) of the said 'note' will be acceptable.** An *affidavit of loss* or any other form will not be accepted. If located in an off-site location, send information on where the original contract is and when it can be viewed in person. The maxim of contract law is. "*The basic elements required for the agreement to be a legally enforceable contract are: mutual assent (agreement by both parties to a contract), expressed by a valid offer and acceptance; adequate consideration; capacity; and legality.*"

3) Disclose what the money of the alleged debt is for, and explain how your organization calculated the total for the alleged debt; including supporting documentation that gave rise to the alleged obligation that is claimed as owed per 15 U.S. Code § 1692g(a) and § 1692g(b).

4) Production of account and general ledger statement(s) showing the full accounting of alleged obligation. To be admissible as evidence (sufficiency of pleadings by a fact-witness), a signed affidavit by the person responsible for maintaining these records and having first-hand knowledge as to its accuracy and authenticity, able to testify under oath to that effect, is required.

5) Deliver proof your organization is a party to the transaction. You seem to think there is a right to collect when your organization never lent money to me. I have never signed any contract with you. You may have bought a note, but it was not assigned. American Jurisprudence 2d 73 states that "*The right of subrogation does not exist for a stranger to the transaction.*" Subrogation means "*to substitute*" and "*stranger to the transaction*" means a party that is not on the original contract. So, the right to substitute a third-party collector [you] into a contract, does not exist. The third-party has no rights if they did not give consideration in the original contract and were not mentioned on the contract or were any part of the contract; including loans transferred, assigned, sold, or changed hands in one manner or another.

6) Proof that the alleged account is not out of the state's statute of limitations.

7) A copy of your license numbers and registered agent information to operate as an agency in this state, except if in AL, CA, DC, DE, GA, KS, KY, MO, MS, MT, NH, NY, OH, OK, PA, SC, SD, TX, VA or VT.

8) Stipulate for the record whether or not the alleged loan has been securitized, and if so, the name and all other information of the financial instrument the alleged loan is bundled with.

9) Where did the money or credit supposedly loaned or issued to me come from?

### III. OPPORTUNITY TO CURE

Reply *in affidavit* to these demands, point by point, is required by law. As the maxim states, "*He who does not deny, admits.*" and "*An unrebuted affidavit stands as truth.*" Per Restatement 2nd § 69, failure to reply within thirty days shall constitute admission of debt being invalid, release of all legal claim(s) and that the above-named entity on the account is a victim of identity fraud. Upon invalidation, demand is made to terminate the claim and correct any negative credit reporting which may have been made in connection with the alleged debt for all CRAs and CBs.

You have thirty days from receipt of this letter to either: 1) respond to the enclosed affidavit on a point-by-point basis, via sworn responsive affidavit, under your full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. If an extension of time is needed to properly answer, please request it in writing, or, 2) an original letter is received within thirty days stating full satisfaction of alleged debt being met, including when the item will be removed from the credit reports, bank records, internal records and all public records where recorded, then no further action is required, and you shall be released of all liability regarding this matter. Failure to cure shall constitute dishonor in commerce and your consent to the facts contained in the affidavit will be construed as an admission of the facts.

#### **IV. FUTURE COMMUNICATION(S)**

Per FDCPA § 805(c), TCPA, FOTI and 15 U.S. Code § 1692c, but waiving § 1692c(c), further contact regarding this alleged debt after receipt of this notice without providing procedurally proper validation is a violation. There will be a refusal for cause to correspondence not signed or that does not indicate who, personally, at your firm has sent it. Written communication allowed strictly for notifications regarding a settlement offer or debt validation.

#### **V. NOTICE AND DEMAND FOR PAYMENT**

If no validation of alleged debt occurs, you have harmed and injured the above named entity to the value of the debt invalidated at a 20% interest rate. This stands as official notice and demand for payment of any invalidated debt including at least a \$1,000 fine due to FDCPA violation(s). A notice of lien will be recorded against all assets to recoup the amount due.

#### **VI. CASE LAW AND JUDGEMENTS AGAINST ORIGINAL CREDITORS**

Creditors may not lend money from their assets or their depositors' assets: "*A national bank has no power to lend its credit to any person or corporation...*" Bowen v. Needles Nat. Bank, 76 F. 176 (1896). Since a bank cannot lend credit, any signed contract by a customer must be converted into a negotiable instrument under 12 USC § 1832, the instrument becomes cash for deposit on the account. Thus a request for validation is given, as it seems no loss has occurred on behalf of the creditor.

"... *a bank is expressly prohibited (sect. 5201: 13 Stat. 110, sect. 35) from loaning money upon or purchasing its own stock ... [except] in payment of debts previously contracted in good faith.*" First National Bank of Charlotte v. National Exchange Bank of Baltimore (1875).

"*The statutes of the United States relating to the organization and powers of national banks prohibit such banks from purchasing or subscribing to the stock of another corporation...*" California Bank v. Kennedy (1897), as does the case of Concord First National Bank v. Hawkins (1899) agree with this.

The National Bank Act of 1864 and National Banking Act of 1933 furthered these regulations by separating commercial banking from investment banking, accordingly the license to practice fractional reserve lending is only allowed for investment banking funds.

#### **VII. FINAL PLEA**

Litigation is quite expensive and should be avoided at all costs. Should it be necessary, I would appear *in propria persona* [pro per] and file a court case *in forma pauperis* for free; however, my

belief is your organization would require retaining the costly services of a lawyer. The cost-to-benefit ratio is quite low when suing indigents; therefore, this is a good-faith attempt to resolve this matter before litigation is necessary. I am willing to resolve this matter privately and civilly, even within private arbitration. Thank you for your time and attention to this matter.

by: \_\_\_\_\_, Without Recourse  
All Rights Reserved

DATED: \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_

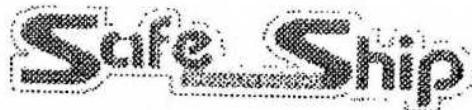
#### NOTARY ACKNOWLEDGEMENT

State of \_\_\_\_\_ in \_\_\_\_\_ County

The foregoing instrument was acknowledged before me via  physical presence OR  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the above-named individual produced identification identifying each as the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



Safe Ship  
3817 South Nova Rd.

Port Orange, FL 32127  
386-336-9996

SRv10

Invoice#: 10248 Clerk: BARBARA

10/21/2024 16:21

Anderson, Jeremiah

Description

SKU#	Price	Qty	ExtPrice
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Priority Mail

USPS-PRI	14.70	1	14.70
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Westlake Financial Service

Po Box 54807

Los Angeles, CA 90054

USPS FlatR Env Pri

Tracking#: [REDACTED] 5

Package ID#: 0129425

Dimensions. 13in. X 1in. X 10in.

Notary Services

NOTARY	10.00	1	10.00
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Sub-Total:	\$24.70
Sales Tax:	\$0.00

Total:	\$24.70
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CCard Charge: \$24.70

Approval Number: 072116

Reference ID Number: [REDACTED]

Unless otherwise stated, all parcels will have a declared value.  
This store will not be liable for: (1) Payment of a claim that  
Customer agrees to pay fees assessed by the carrier for

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT

X \_\_\_\_\_

\*\*\*\*\*9512  
ALIFF/LACEY

I agree to pay the  
above total amount  
according to the  
card issuer agreement.  
(merchant agreement if  
credit voucher)

you for your patronage .I

# Notice of Seizure and Personal Property Inventory

All Florida Recovery Of Central FL Inc  
P.O Box 1043  
Apopka, FL 32703

11/04/2024

Case #: 2156565968

Reference #: 47577

Acct #: 15882303

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**Debtor**

JEREMIAH ANDERSON  
3634 WATERMELON LANE  
NEW SMYRNA BEACH, FL 32168

**Lien Holder**

Westlake Financial Services

**Vehicle**

2011 FORD F450  
VIN: 1FT8W4DTXBEC16473

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**Prepared on:** 11/04/2024 at 12:01:34

The following items were recovered from the above vehicle on: 11/01/2024

FL tag, tool case, tie strap, aux cord, phone holder,  
Personal property completed by JH 11/1/24

I hereby certify, under penalty of perjury, that the above items were the only personal effects or personal property recovered from this vehicle.

I understand that falsification of an inventory report is grounds for suspension or revocation of a license.

Personal property can be picked up by APPOINTMENT ONLY by calling 407-298-7376.

A HANDLING FEE may be assessed in addition to a STORAGE CHARGE per day of on all personal property.

All personal property will be disposed of AFTER 45 DAYS in storage if left unclaimed. Personal license plates left unclaimed after 45 days will be destroyed.

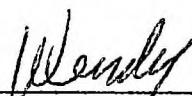
In some state jurisdictions, repossession agencies are required to provide you, no later than 48 hours after the recovery of collateral, with an inventory or personal effects or personal property recovered during repossession unless the 48-hour period encompasses a Saturday or Sunday, or a posted holiday, then the inventory shall be provided no later than 96 hours after the recovery of the collateral.

Damage to a vehicle while the vehicle is in the possession of the repossession agency is the responsibility of the repossession agency.

A mechanical or tire failure is not the responsibility of the repossession agency unless the failure is due to the negligence of the repossession agency.

THIS VEHICLE WAS REPOSSESSED AT THE REQUEST OF THE Westlake Financial Services BY All Florida Recovery Of Central FL Inc on 11/01/2024

Please contact the lienholder if you have any questions regarding why your vehicle was repossessed or about the process of redeeming your vehicle.



---

Signature of Person Taking Inventory

Date



Westlake Financial<sup>®</sup>

4751 Wilshire Blvd, Suite 100  
Los Angeles, CA 90010  
1-888-739-9192



0001215-3002259 80105 001 ----- 709857

JEREMIAH M ANDERSON  
3634 WATERMELON LANE  
NEW SMYRNA BEACH, FL 32168

### NOTICE OF OUR PLAN TO SELL PROPERTY

Date of Notice: 11/04/2024

Account: **15882303**

Name and address of holder of contract and legal owner of Vehicle (secured party):		Westlake Financial Services 4751 Wilshire Blvd. Suite 100 Los Angeles, CA 90010	
Telephone number to call for information: 1-888-739-9192			
Description of Motor Vehicle ("Vehicle")			
Year <b>2011</b>	Make <b>FORD</b>	Model <b>F450</b>	VIN <b>1FT8W4DTXBEC16473</b>
Name and address of each person (debtor) liable on the Contract: <b>JEREMIAH M ANDERSON 3634 WATERMELON LANE NEW SMYRNA BEACH, FL 32168</b>			

#### **Subject: Motor Vehicle Conditional Contract of Sale or Security Agreement**

We have your Vehicle because you broke promises in our agreement. We intend to file for a reposessed title and dispose of the vehicle as explained in this Notice, subject to your right to redeem (get back) the Vehicle as described in this Notice.

Private Sale

We will sell the vehicle at private sale sometime after 8:00 AM on 11/18/2024. A sale could include a lease or license.

The money that we get from the sale (after paying our costs) will reduce the amount you owe. If we get less money than you owe, you will still owe us the difference, except as limited by law. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else.

You can redeem the Vehicle (get it back) at any time before we sell it by paying us the total outstanding balance (not just the past due payments) including our expenses. To learn the exact amount you must pay to redeem the Vehicle, call us at the telephone number shown at the top of this Notice. If you want us to explain to you in writing how we have figured the amount that you owe us, you may call us at the telephone number shown at the top of this Notice, or you may write to us at the address shown at the top of this Notice and request a written explanation.

If you need more information about the sale of the Vehicle, call us at the telephone number shown at the top of this Notice or write to us at the address shown at the top of this Notice.

We are sending this Notice to each of the people who owe money under your agreement, as shown at the top of this Notice, or people who have an interest in the vehicle and who are not shown at the top of this Notice.

**IMPORTANT NOTICE IF YOU HAVE FILED BANKRUPTCY:** If you have filed bankruptcy, this Notice is NOT an attempt to collect a pre-petition and/or discharged debt from you, but is being made for the sole purpose of complying with Article 9 of the Uniform Commercial Code. Because you have



**filled for bankruptcy, we may be stayed from attempting to collect any deficiency from you outside of the bankruptcy case. After you receive a discharge of your debts in the bankruptcy case, you may no longer be personally liable to us for any deficiency. We may, however, seek to enforce any existing liens against any other property that you gave as collateral for the debt.**

If you have filed for bankruptcy, or have been discharged in bankruptcy, this letter is for information purposes only and is not intended as an attempt to collect a debt.

**WRITTEN ACCOUNTING**

We will provide you with a written accounting following sale of the Vehicle. If there is a surplus, it will be paid to you within 45 days of the date of sale unless we are required by law to pay it to someone else. You may request another written accounting from the person whose name and address are shown at the top of this Notice within one year of date of the sale by delivering to us or mailing to us your written request by first class mail, postage prepaid, or certified mail, return receipt requested.

**NOTICE. YOU MAY BE SUBJECT TO SUIT AND LIABILITY IF THE AMOUNT OBTAINED UPON DISPOSITION OF THE VEHICLE IS INSUFFICIENT TO PAY THE CONTRACT BALANCE AND ANY OTHER AMOUNTS DUE.**



**THIS DOCUMENT IS  
CONFIDENTIAL PURSUANT  
TO FLORIDA STATUTES OR  
COURT ORDERS.**

**THE ORIGINAL IS LOCATED  
IN THE COURT FILE AND CAN  
BE VIEWED BY PERSONS  
ALLOWED BY THE FLORIDA  
STATUTES OR PERSONS  
AUTHORIZED BY A COURT  
ORDER.**

**IDENTIFICATION WILL BE  
REQUIRED.**

**Instructions:** Each county in California has a sheriff (and sometimes a marshal's office) that can serve different types of court papers, including restraining orders. Note that the sheriff cannot guarantee that they will be successful in finding the person you need served, but they will try to serve based on the information you put on this form.

- Complete this form for each set of papers you need served. You must complete a separate form for each person you need served.
- Find out where the person you need served is located. Give your papers to the sheriff or marshal's office in that county.
- You may have to pay for service of some court papers. For more information, see page 5 of this form, or go to <https://selfhelp.courts.ca.gov/sheriff-serves>.
- Do not use this form if you are asking the sheriff to enforce a wage garnishment order on an employer. Instead, use forms WG-001, *Application for Earnings Withholding Order*, and WG-035, *Confidential Statement of Judgment Debtor's Social Security Number*.
- If you want the sheriff to enforce a writ or levy, complete this form and form SER-001A, *Special Instructions for Writs and Levies—Attachment*.

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To Court Clerk: Do not file this form.

Sheriff File Number (for sheriff to complete, if needed):

Fill in case number:

Court Case Number:

2024 29084 CODL

All information is required unless it is listed as optional or does not apply to your case.

① To the Sheriff or Marshal of (name of county): Los Angeles County Sheriff

② Your Information

a. Your name (party requesting service): Jeremiah Matthew Anderson

b. Your lawyer's information (if you have one)

Name: NIA

Firm name: NIA

c. Court case name: JEREMIAH MATTHEW ANDERSON v. WESTLAKE FINANCIAL SERVICE  
(example: Garcia v. Smith)

d. Contact information for the sheriff or marshal to reach you

(Give an address where you can receive mail regularly, like a post office box, a Safe at Home address, or another safe address. If you have a lawyer, give the lawyer's information.)

Address to receive mail: 3634 Watermelon Lane

City: New Smyrna Beach State: FL Zip: 32168

Telephone number (optional): (386) 414-9142 Email address (optional): CVO@treeai.us

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3) **Information About Person or Entity You Want Served**  
(Check a or b)

- a.  I ask the sheriff to serve a person (*complete section below*)

(1) Name of person: \_\_\_\_\_

Nicknames or aliases (*optional*): \_\_\_\_\_

(2) Telephone number (*optional*): \_\_\_\_\_

(3) Can you describe the person?

No, I do *not* have any information about the person's description.

Yes (*complete the section below with any information you have*):

Gender:  Male  Female  Nonbinary

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair color: \_\_\_\_\_ Eye color: \_\_\_\_\_

Date of birth or age (*give estimate, if unknown*): \_\_\_\_\_

Race/Ethnicity: \_\_\_\_\_

Special marks or features (*tattoos, scars, etc.*): \_\_\_\_\_

Vehicle (*type, model, year, color, plate number*): \_\_\_\_\_

Check here if you are including a picture of the person.

(4) Do you know of any safety or accessibility issues?

No

Yes (*complete the section below with any information you have*):

The person (*check all that apply*):

Has a gun or other weapon.

Is on probation or parole.

Has a history of violence or abuse.

Has an aggressive animal.

Has special training (*examples: military, first responder*).

Has mental health issues.

Is deaf or hard of hearing.

Does not speak English (*list language*): \_\_\_\_\_

Add any other information about safety or accessibility that you know about:  
\_\_\_\_\_  
\_\_\_\_\_

- b.  I ask the sheriff to serve an entity (*examples: business or government agency*)

(1) Name and type of entity: Westlake Financial Services

Telephone number (*optional*): 1-513-739-9192

(2) If there is a specific person who should be served, give name: \_\_\_\_\_

(3) If there is an agent for service of process, give name: \_\_\_\_\_

(4) List any safety or accessibility issues (*examples: weapons, aggressive animals, language barrier*):  
NIA

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#### ④ Address Where Person or Entity Should Be Served

(The sheriff typically serves during normal business hours. Check with the sheriff's office for the exact times.)

Address: 4751 Wilshire Blvd #100

Home  Business

City: Los Angeles

State: CA

Zip: 90010

Gate code or special instructions: \_\_\_\_\_

Best time to serve at this address (example: 8 a.m.-noon): Mon - Fri 9AM - 9PM SAT 10AM - 7PM

Check here if the person is in jail or prison (give name of facility): \_\_\_\_\_

Alternate address (optional)

(If the person cannot be found at the address listed above, some sheriffs may try a second address if it's in the same county. If you have a second address for the person you want served, complete the section below.)

Address: \_\_\_\_\_

Home  Business

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Gate code or special instructions: \_\_\_\_\_

Best time to serve at this address (example: 8 a.m.-noon): \_\_\_\_\_

#### ⑤ Information About Your Request

- a. What type of court papers are you giving the sheriff to serve (examples: summons, restraining order, eviction, small claims, bank levy, or writ of attachment)?

Replevin Order to Show Cause

- b. List all forms or court papers you want served on the person in ③ a. (optional).

(Note: You can list each form by its form number (example: FL-100, SC-100). If there is no form number, give the title of the document. The court may have ordered you to serve certain papers. Look at the court's order and list all forms required. If you do not know which papers you need to serve, ask a lawyer, or contact your local self-help center for free information.)

Replevin Order to Show Cause

Replevin Filed

Form 1099-C

Notice of Seizure and Personal Property Inventory

(All attached ready to be served)

- c. Is there a court hearing (court date)?

I don't know

No

Yes (if yes, give date of hearing): Wednesday December 18 11:00AM

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## 5 d. Is there a deadline for service?

 I don't know No Yes (if yes, give deadline): At least 5 days before hearing on 12/18/24 @ 11:00 AM

## c. Has the court allowed you to serve your court papers in another way besides personal service (example: substituted service)?

 I don't know No Yes (if yes, include a copy of the order allowing another type of service)

## f. Is there any other information you want or need to give to the sheriff to serve your court papers?

 No Yes (if yes, give information below):  

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## 6 Enforcement of Writ or Levy

If you want the sheriff to enforce a writ or levy, you must complete form SER-001A, *Special Instructions for Writs and Levies—Attachment*, and turn it in with this form.

(Only complete this section if you want the sheriff to enforce a writ or levy.)

Do you want the sheriff to both serve your court papers and act as levying officer?

 Yes No. I only want the sheriff to act as levying officer. A registered process server has or will serve my papers.

## Your Signature (party asking for service, or their lawyer)

Date: 11/18/2024

Jeremiah Anderson

Type or print your name

Sign your name (may be electronic)

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## Your Next Steps

- Find out if you need to pay a fee for service by asking the court's self-help center, a lawyer, or the sheriff's office. Here are some situations where you **do not** need to pay for service:
  - If you have a fee waiver in your case (fee waiver granted by a judge on form FW-003 or FW-005).
  - If you are serving a domestic violence, elder abuse, or gun violence restraining order.
  - If you have a civil harassment, workplace violence, or school violence restraining order based on a credible threat of violence or stalking.
- Give this form and a copy of all the court papers you need served to the sheriff or marshal, including a copy of a fee waiver (if you have one). If you do not have to pay a fee to the sheriff, you can send your papers electronically. If you have to pay a fee, contact the sheriff to find out your options for turning in your request. Note that you can always turn in your request in person.
- You should get a form back from the sheriff.
  - If the sheriff was able to serve your court papers, you should receive a form (called a proof of service). **Make sure you get a copy from the sheriff and file it with the court.** Note that if there is a court stamp at the top right corner of the first page, it has already been filed and you do not need to file it with the court.
  - If the sheriff was unable to serve your court papers, you should receive a form (sometimes called declaration of due diligence) that tells you that service was unsuccessful and will give details about when the sheriff tried to serve the person. If the sheriff was unable to serve your papers, you can ask a lawyer or court's self-help center about your next steps.
- To find your local court self-help center, go to <https://selfhelp.courts.ca.gov/>. Self-help center staff will not act as your lawyer but may be able to give you information to help you decide what to do in your case. Services are free.

### To Sheriff or Marshal

- This form is confidential and must not be made public.
- Any papers submitted with this form should be served and listed on the applicable proof of service form.
- Note that (5) b is optional and may help to identify documents that should have been submitted but were not received by your office.
- Under Government Code section 26666.2, once you've received a completed copy of this form and forms for service, you must attempt service unless:
  - Any order submitted does not have a judge's signature or other representation of a judge's signature; clerk's endorsement; or court stamp, seal, or other court endorsement; or
  - A court case number is not listed on the order, summons, or other notice.

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### Request for Sheriff to Serve Court Papers