

IN THE COUNTY COURT, SEVENTH JUDICIAL CIRCUIT,  
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*

**MOTION TO OPPOSE DEFENDANT'S LIMITED APPEARANCE AND MOTION TO  
VACATE DEFAULT JUDGMENT**

COMES NOW the Plaintiff Jeremiah Matthew Anderson proceeding pro se and files this Motion to Oppose Defendant's Limited Appearance and any potential Motion to Vacate Default Judgment. In support thereof, Plaintiff states the following:

**Background**

On November 13, 2024, this Court issued a Replevin Order to Show Cause requiring Defendant Westlake Financial Services to appear on December 18, 2024, to justify why a Writ of Replevin should not be issued. Defendant failed to appear, thereby waiving their right to a hearing pursuant to Florida Statute § 78.067(1). Following the hearing, the Court issued an Order Granting Replevin on December 19, 2024, recognizing Plaintiff's lawful right to possession of the vehicle and allowing for damages to be addressed in a future hearing. On December 23, 2024, the Clerk issued a Writ of Replevin, directing the sheriff to recover the vehicle from the Defendant.

On January 3, 2025, Defendant's attorneys Liebler, Gonzalez & Portuondo filed a Notice of Limited Appearance, stating their intent to vacate the default judgment and challenge service of process. Defendant also claimed they were improperly named as 'Westlake Financial Services' instead of Westlake Services LLC.

**Legal Argument**

**I. Defendant Waived Their Rights Through Willful Non-Compliance**

Defendant has demonstrated a repeated pattern of ignoring procedural rules and court orders. Defendant failed to respond to Plaintiff's Debt Validation Request under 15 U.S.C. § 1692g(b), violating federal law. Defendant failed to appear at the court-ordered December 18, 2024, hearing, waiving their right to contest Plaintiff's claims per Florida Statute § 78.067(1). Defendant ignored Plaintiff's certified communications and the Court's directives, choosing instead to initiate a retroactive defense only after a default judgment was entered against them. Allowing Defendant to challenge the default judgment at this stage would reward their bad faith conduct and undermine the judicial process.

**II. The "Name Discrepancy" is a Deliberate Shell Game**

Defendant claims they were improperly named as 'Westlake Financial Services' instead of 'Westlake Services LLC' despite their own correspondence and public documents frequently referring to them as 'Westlake Financial Services'. This DBA shell game appears to be a strategic move to evade accountability and reopen unfavorable cases. Defendant has consistently referred to itself as 'Westlake Financial Services' in consumer-facing communications, including loan agreements, payment portals, and customer service interactions. Using slight name variations to introduce ambiguity is a bad faith tactic intended to derail judicial proceedings. Courts have routinely condemned such practices as attempts to manipulate the legal process (see *Precision Instrument Mfg. Co. v. Automotive Maintenance Machinery*).

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Co. 324 U.S. 806 (1945)) Defendant was properly served and clearly understood their role in the case. Their failure to appear cannot be excused under the guise of a technical naming discrepancy. This Court should not entertain Defendant's retroactive objections based on a false clerical argument, as their actions demonstrate a willful intent to abuse process.

### **III Plaintiff Has Satisfied All Procedural Requirements in Good Faith**

Plaintiff has diligently complied with all legal and procedural requirements, including:

1. Filing a formal Complaint for Replevin in accordance with Florida Statute § 78.055, detailing Plaintiff's lawful right to possession and Defendant's wrongful actions.
2. Providing evidence of debt cancellation, including the 1099-C issued by Defendant under 26 U.S.C. § 61(a)(12), as proof of satisfaction of the alleged debt.
3. Serving the Defendant via the Los Angeles County Sheriff's Department, as confirmed by the record of service filed with this Court.

### **IV Defendant's Actions Demonstrate Bad Faith**

Defendant's refusal to comply with federal consumer protection laws, such as the Fair Debt Collection Practices Act (FDCPA), and their continued attempts to circumvent the judicial process demonstrate a clear pattern of bad faith conduct. Specifically, Defendant repossessed the vehicle after issuing a 1099-C in violation of federal law, effectively admitting the debt was canceled while continuing collection activities. Defendant's retroactive attempts to vacate the default judgment are a deliberate abuse of process designed to delay justice and avoid accountability.

### **Damages and Relief Requested**

In the wake of Defendant's unlawful repossession and subsequent bad faith litigation tactics, Plaintiff seeks damages and equitable remedies to restore the status quo ante and deter further misconduct. Plaintiff's claimed damages derive from both statutory and common law principles, reflecting the direct economic harm, mental anguish, and ongoing legal costs incurred. The following categories of damages are pled as follows:

#### **Restitution for All Payments Made**

Plaintiff seeks to recover **\$13,763.42** previously paid under the invalidated contract, plus **\$4,129.93** that was purportedly canceled via a 1099-C. As the issuance of a 1099-C typically denotes debt forgiveness for tax purposes, Defendant's continued collection activities constitute an inconsistent and impermissible action. Plaintiff therefore requests a total of **\$17,893.35** in restitution to compensate for sums already paid and to avoid any potential tax liability or fraud implications stemming from the improperly issued 1099-C.

#### **Treble Damages Under Civil Theft Statutes**

Florida law provides for an award of treble damages where a defendant's conduct amounts to civil theft, as codified in **Florida Statute § 772.11**. By wrongfully taking and converting Plaintiff's property—particularly after indicating the debt had been canceled—Defendant committed an unlawful act tantamount to theft. Consequently, Plaintiff seeks three times the base amount of **\$27,893.35**, totaling **\$83,680.05**. This measure is designed to penalize willful misconduct and deter similar behavior.

#### **Emotional Distress**

Plaintiff seeks **\$10,000.00** for the emotional harm directly traceable to Defendant's unlawful conduct. The repossession not only deprived Plaintiff and his family of essential transportation but also inflicted significant emotional hardship, given the vehicle's importance to the household. The loss compelled Plaintiff's pregnant wife to seek alternative rides for basic necessities and disrupted plans for the vehicle to serve as a first car for Plaintiff's son. These emotional burdens constitute cognizable injuries that merit compensation.

**Lost Income**

Given the extended period without access to the vehicle Plaintiff has suffered lost work opportunities and incurred additional expenses for transportation Plaintiff conservatively estimates these losses at **\$5,000 00** reflecting diminished earning capacity and the economic ripple effects caused by the repossession and ensuing litigation

**Reimbursement for Litigation Costs**

Plaintiff has borne the costs of court filings process servers certified mail and related legal expenses in prosecuting this matter An award of **\$2,000 00** is requested to recoup these out-of-pocket expenditures, in line with the principle that the prevailing party should not be saddled with the costs necessitated by Defendant's unlawful behavior and procedural noncompliance

**Total Requested Relief**

Adding all components yields the following sum

- 1 **Restitution** \$17,893 35
- 2 **Treble Damages** \$83 680 05
- 3 **Emotional Distress** \$10 000 00
- 4 **Lost Income** \$5 000 00
- 5 **Litigation Costs** \$2,000 00

Accordingly, Plaintiff seeks **\$118,573 40** in total compensatory and statutory damages

**Prayer for Relief**

WHEREFORE based on the foregoing Plaintiff respectfully requests that this Court

- 1 **Deny** any motion by Defendant to vacate the default judgment or otherwise reopen this matter
- 2 **Enforce** the existing Order Granting Replevin and direct the sheriff to execute the Writ of Replevin without delay acknowledging that the vehicle has apparently been sold and thus rendering replevin enforcement a matter of damages in lieu of return
- 3 **Award** Plaintiff the total requested damages of **\$118,573 40** or such other amount this Court deems fair and proper under the circumstances ensuring that Defendant is held accountable for its statutory, contractual and procedural violations
- 4 **Grant** such additional relief as this Court deems just and appropriate including any action necessary to correct the 1099-C to prevent further tax or legal complications for Plaintiff

In so moving, Plaintiff reaffirms his good faith compliance with all procedural requirements and his continued willingness to defend the integrity of these proceedings against Defendant's bad faith tactics By awarding the requested damages and denying Defendant's belated attempts to vacate the default, this Court will uphold the rule of law and promote judicial efficiency

All evil needs to win is for good men to stand by and do nothing

**Declaration**

I, Jeremiah Matthew Anderson declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief

Dated January 8, 2025

Signature

Jeremiah Matthew Anderson

Plaintiff Pro Se

*Jeremiah Matthew Anderson* 1/09/2025

**Certificate of Service**

I hereby certify that a true and correct copy of the foregoing Motion to Oppose Defendant's Limited Appearance and Motion to Vacate Default Judgment was sent to

**Liebler, Gonzalez & Portuondo**

Courthouse Tower 25th Floor  
44 West Flagler Street  
Miami, FL 33130

**Via Certified Mail, Return Receipt Requested**

Dated this 9th day of January 2025

Signature

  
**Jeremiah Matthew Anderson**

3634 Watermelon Lane  
New Smyrna Beach FL 32168