

**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 REPLY IN SUPPORT OF MOTION TO VACATE ORDER GRANTING
REPLEVIN AND WRIT OF REPLEVIN**

Defendant Westlake Services, LLC dba Westlake Financial Services (“Westlake”), erroneously identified by its fictitious business name, and reserving its right to contest service of process and the Court’s personal jurisdiction over Westlake, respectfully files its Reply in Support of its Motion to Vacate Order Granting Replevin and Writ of Replevin, and states:

ARGUMENT

I. Westlake Establishes Excusable Neglect.

Plaintiff argues that Westlake was aware of the lawsuit because it had actual knowledge due to Westlake’s letter dated November 15, 2024. *See* Plaintiff’s Opposition Attached as *Exhibit A ¶ IV*. Westlake’s correspondence dated November 15, 2024, to Plaintiff references Plaintiff’s request for a validation of his account. The letter does not address Plaintiff’s lawsuit. Therefore, the letter does not indicate that Westlake had actual knowledge Plaintiff filed the instant action. Additionally, Plaintiff states in its motion that he made multiple attempts to resolve the dispute. Again, this still does not indicate that Westlake had actual knowledge of the lawsuit.

Plaintiff failed to properly serve Westlake. Florida Statutes, Section 48.062(1), states that process against an Limited Liability Company may be served on the registered agent designated

by the LLC. *Jupiter House, LLC v. Deutsche Bank Nat'l Tr. Co.*, 198 So. 3d 1122 (Fla. 4th DCA 2016). If service cannot be made on the LLC's registered agent, process may be served on a member, manager, or designated employee as set forth in section 48.062(2)(a)-(c). *Id.* If, after reasonable diligence, service of process cannot be completed then service of process may be effected by service upon the Secretary of State as agent of the limited liability company as provided in § 48.062(3). *Id.* A corporation is a fictional entity, there can be no personal service on a corporation. *Cam-La, Inc. v. Fixel*, 632 So. 2d 1067 (Fla. 3d DCA 1994). Service can only be made on some representative or agent of the corporation designated by law. *Id.* Service on a corporation's registered agent is effective notice to the corporation of the pending litigation. *Id.* The affidavit of service only states that Plaintiff served Westlake's receptionist, who is not an authorized agent. Additionally, Plaintiff states that Westlake "deliberately avoided responding until after the Court granted replevin," but does not introduce any evidence in support.

II. Westlake Demonstrates Meritorious Defenses.

Plaintiff alleges that Westlake sent a 1099-C purporting to discharge the debt on August 19, 2024. In reality – the 1099-C was fraudulent and not sent by Westlake. Even if it was, it is not an instrument satisfying a debt. An entity must file a Form 1099-C with the IRS when it discharges a person's indebtedness. *Wright v. Deutsche Bank Nat'l Tr. Co.*, 245 So. 3d 786 (Fla. 4th DCA 2018) (citing 26 U.S.C. § 6050P(a); 26 C.F.R. § 1.6050P-1(a)(1)). There is a split of federal authority on whether the form is sufficient evidence of a discharge of debt. *Id.* Many courts have noted that the IRS Code requires a creditor to file a Form 1099-C to comply with IRS reporting requirements, even if an actual discharge of debt has not yet occurred. *Id.* The IRS treats the form as a means for satisfying a reporting obligation and not as an instrument to prevent a discharge of debt or to prevent a creditor from seeking payment on a debt. *Id.*

Furthermore, Plaintiff argues that John Schwartz's affidavit is hearsay. Mr. Schwartz is Westlake's corporate representative and is well acquainted with Westlake's business record-keeping practices. Moreover, Florida courts have consistently held that the business records exception is designed to admit records that are created in the regular course of business, as businesses have no motive to fabricate or skew records that are essential for their operations. *Bank of New York v. Calloway*, 157 So. 3d 1064, 1071 (Fla. 4th DCA 2015). Business Records are admissible if witnesses testify that the records are integrated into a company's records and relied upon in its day-to-day operations. *Id.* Mr. Schwartz's testimony in the Declaration establishes the necessary elements to satisfy the business records exception under Fla. Stat. § 90.803(6).

III. Westlake Demonstrates Due Diligence.

Plaintiff argues that Westlake failed to demonstrate due diligence because due to Westlake failed to appear in this matter until the Court entered the Order Granting Replevin. However, Westlake has acted with due diligence by filing its Motion to Vacate within less than 45 days after the Court entered the Order Granting Replevin. "[D]ue diligence, which is a test of reasonableness, must be evaluated based on the facts of the particular case. Due diligence must be established with evidence, which includes a sworn affidavit." *Elliot v. Aurora Loan Servs., LLC*, 31 So.3d 304, 308 (Fla. 4th DCA 2010) (internal citation omitted). "In considering whether a party has made a timely application to set aside a default, courts must evaluate both the extent of the delay as well as the reasons for the delay." *Fla. Eurocars, Inc., v. Pectoral*, 110 So.3d 513, 515-16 (Fla. 4th DCA 2013) (internal quotation marks and citation omitted). In *Pecorak*, the appellate court found that a 39-day delay was reasonable under the circumstances. Just like in *Pecorak*, this Honorable Court should find that Westlake's filing of the instant Motion less than 30 days from the Order Granting Replevin satisfies its due diligence requirement.

CONCLUSION

For the foregoing reasons, Westlake respectfully requests that the Court enter an order granting Westlake Motion and vacating the previously issued Order Granting Replevin entered on February 18, 2025.

Respectfully submitted,

LIEBLER, GONZALEZ & PORTUONDO

Counsel for Defendant

Courthouse Tower - 25th Floor

44 West Flagler Street

Miami, FL 33130

Tel: (305) 379-0400

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 18th 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

EXHIBIT A

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

Case No. 2024-29084-CODL

**JEREMIAH-MATTHEW ANDERSON,
Plaintiff,**

v.

**WESTLAKE FINANCIAL SERVICES,
Defendant.**

**PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO VACATE
ORDER GRANTING REPLEVIN AND WRIT OF REPLEVIN**

COMES NOW Plaintiff, **Jeremiah-Matthew Anderson**, pro se, and hereby
opposes Defendant's "Motion to Vacate Order Granting Replevin and Writ of
Replevin," and in support thereof states as follows:

I. INTRODUCTION

1. On December 19, 2024, this Honorable Court granted a **Writ of Replevin** to Plaintiff, following Defendant's failure to appear for the Show Cause hearing set by Order dated November 14, 2024.
2. Defendant now seeks to upend the Court's proper determination, claiming "excusable neglect" and "meritorious defenses." Their motion is devoid of truth, riddled with contradictions, and, most critically, it fails to state a valid basis under Florida law that would warrant vacating the final order.
3. Plaintiff respectfully requests that the Court deny Defendant's Motion to Vacate. Defendant has demonstrated neither excusable neglect nor any meritorious defense. The record is clear that Defendant, Westlake Financial Services, had actual notice yet chose not to participate in the underlying proceedings until after the Court ruled against them.

II. FACTUAL BACKGROUND

1. Plaintiff's Purchase and 1099-C Discharge

- Plaintiff lawfully purchased the subject 2011 Ford F450 Super Duty (VIN 1FT8W4DTXBEC16473) via a Retail Installment Contract (RIC)
- On or about **August 19, 2024**, Defendant issued a **1099-C** purporting to cancel or otherwise discharge the underlying debt. This 1099-C

explicitly identifies “Westlake Financial” at **4751 Wilshire Blvd #100, Los Angeles, CA 90010** as the issuer.

2. Wrongful Repossession and Subsequent Legal Proceedings

- Despite the 1099-C discharge, Defendant unlawfully repossessed the vehicle on or around **November 1, 2024**.
- On November 5, 2024, Plaintiff filed a **Complaint for Replevin**. Defendant ignored or otherwise failed to timely respond.
- On November 8, 2024, Plaintiff filed an **Amended Complaint** curing technical deficiencies.
- On November 14, 2024, the Court set a Show Cause hearing for December 18, 2024, explicitly ordering Defendant to appear.
- On December 3, 2024, a representative of Westlake Financial was **personally served** (per the Affidavit of Service on file) through the Los Angeles County Sheriff’s Department, consistent with Florida law regarding out-of-state service.

3. Defendant’s Belated and Contradictory Responses

- Contrary to Defendant’s claims of never receiving notice until December 24, 2024, Plaintiff has verifiable proof that multiple notices, letters, demands, and the Summons/Amended Complaint were sent via **Certified Mail** or by **Sheriff’s Service** to Defendant’s

California address (the same one they themselves use for official correspondence and on the 1099-C).

- On **November 15, 2024**, Defendant even responded to one of Plaintiff's prior mailings—attaching the same unvalidated contract now included as “Exhibit 1” in Defendant's motion—thus confirming receipt of these earlier demands.

4. Order Granting Replevin

- Defendant failed to appear for the December 18, 2024 Show Cause hearing; no counsel or written defense was filed.
- On December 19, 2024, this Court duly entered its **Order Granting Plaintiff's Amended Complaint for Replevin**.
- A **Writ of Replevin** was issued on December 23, 2024.
- Only after losing by default did Defendant scramble to retain counsel and file this present Motion to Vacate.

III. LEGAL STANDARD

Defendant correctly cites Florida Rule of Civil Procedure 1.540(b) but misapplies it.

Under **Rule 1.540(b)**, a party seeking relief from a final order based on default must show **(1) excusable neglect**; **(2) a meritorious defense**; and **(3) due**

diligence in seeking relief. See *Gibraltar Serv. Corp. v. Lone & Assocs., Inc.*, 488 So. 2d 582, 584 (Fla. 4th DCA 1986). A mere assertion of ignorance or “we did not receive anything” does not suffice when the record clearly demonstrates that numerous notices were served.

IV. ARGUMENT

A. Defendant Fails to Establish Excusable Neglect

1. Actual Notice, Not Ignorance

- Defendant’s own contradictory statements disprove the notion of “excusable neglect.”
- On one hand, Defendant claims they only learned of this lawsuit on December 24, 2024. On the other hand, there is documentary evidence—including **Defendant’s letter dated November 15, 2024**—proving they had actual knowledge well before December 24.
- Florida courts have long held that a defendant’s self-serving claim of “lack of notice” is insufficient to vacate a default when the plaintiff can demonstrate actual or constructive notice. See *Marshall Davis, Inc. v. Incapco, Inc.*, 558 So. 2d 206 (Fla. 2d DCA 1990).

2. No Timely Response, Repeated Failure to Appear

- The record shows repeated attempts by Plaintiff to resolve or discuss the dispute, each time receiving no substantive reply.
- Defendant's corporate record (SunBiz) identifies a Florida registered agent, which was never contacted for more than a month after the Show Cause hearing was set. This lack of diligence is the opposite of excusable.

3. Willful Refusal, Not Neglect

- The evidence suggests that Westlake deliberately avoided responding until after the Court granted replevin, which is not "excusable neglect" but a calculated tactic to sidestep accountability.

B. Defendant Fails to Demonstrate a Meritorious Defense

1. 1099-C Proves No Ongoing Debt

- Defendant claims a superior security interest by virtue of a "default" under a "Retail Installment Contract," yet **Defendant itself** issued a 1099-C purporting to discharge this very debt on or about August 19, 2024.
- A 1099-C is a formal cancellation of debt for tax reporting purposes. See *FDIC v. Cashion*, 720 F.3d 169, 180 (4th Cir. 2013). Although courts vary in how they treat a 1099-C, the circumstances here—where Westlake simultaneously claims the debt is "owed"

while filing a 1099-C stating it was canceled—eviscerate Defendant’s claim of a “meritorious defense.”

2. Repossession Was Wrongful, Absent Owing Debt

- Defendant repossessed the vehicle on November 1, 2024, despite having knowledge that the debt was no longer valid.
- Under Florida law, repossession after discharge or cancellation is wrongful. Cf. *Fla. Stat. § 78.01*, providing for replevin of property when wrongfully detained.

3. Defendant’s Affidavit by John Schwartz Is Contradictory/Hearsay

- Defendant’s Senior Legal Analyst admits that his knowledge is based solely on “corporate records”—which are patently incomplete or incorrect, as the 1099-C and prior acknowledgments are not even addressed.
- The entire premise of “non-receipt” is undercut by documentary proof that contradicts Westlake’s corporate records. If their own internal records omit or ignore properly served notices, that is a self-inflicted error, not a meritorious defense.

C. Defendant Fails the Test of Due Diligence

1. Delaying Until After the Court’s Ruling

- Defendant's motion was filed **after** the December 19, 2024 Order Granting Replevin. They made zero appearance or submission before that critical date.
- Courts generally look unfavorably upon parties who only appear after a judgment is issued, citing alleged "lack of notice" when the evidence proves repeated attempts at service. See *Westinghouse Credit Corp. v. Steven Lake Masonry, Inc.*, 356 So. 2d 1324 (Fla. 4th DCA 1978).

2. Pattern of Tacit Acquiescence

- Defendant has a history of ignoring communications (8/26/2024, 10/15/2024, 10/30/2024 mailings) and then sporadically responding well outside the 15-day windows demanded in Plaintiff's notices.
- Such a pattern is the antithesis of "diligence" and does not entitle Defendant to equitable relief.

V. CONCLUSION

Defendant's Motion to Vacate neither meets the standard of excusable neglect nor sets forth a meritorious defense. Documentary evidence, including (1) the **1099-C** indicating debt cancellation, (2) repeated prior mailings and personal service upon Westlake's California address, (3) Westlake's own partial responses, and (4) Westlake's contradictory affidavit, all confirm that this motion is merely a

disingenuous, post-hoc effort to avoid the lawful Replevin Order. (5) Furthermore a copy of the envelope sent by the Plaintiff that has a return address hand written stating the plaintiff as the mailer and the post mark of 11/15/2024 by the USPS is supplied as well.

WHEREFORE, Plaintiff respectfully requests this Honorable Court **DENY** Defendant's Motion to Vacate Order Granting Replevin and Writ of Replevin in its entirety, and for such other relief as the Court deems just and proper under the circumstances.

In the interest of candor and compliance with procedural requirements, I will promptly file a Certificate of Service. This action should not be construed as a waiver of any objection to the opposing counsel's untimely appearance or as an acceptance of their after-the-fact involvement in the case. Rather, it reflects my commitment to pursuing justice and recovering the private property wrongfully taken by the Plaintiff's representatives.

Respectfully submitted,

Date: 1/21/2025

By:

A handwritten signature in blue ink, appearing to read "Jeremiah Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeremiah-Matthew Anderson, Plaintiff (Pro Se)
3634 Watermelon Lane
New Smyrna Beach, FL 32168
Email: cvo@treeai.us

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21 day of JANUARY, ~~20~~ a true and correct copy of the foregoing has been furnished by U.S. Mail and/or ePortal electronic service to:

Liebler, Gonzalez & Portuondo
44 West Flagler Street, 25th Floor
Miami, FL 33130
(Counsel for Defendant Westlake Financial Services)
Jeremiah-Matthew Anderson (Pro Se)

WESTLAKE FINANCIAL
4751 WILSHIRE BLVD #100
Los Angeles, CA 90010
US

02R0820A
4000000001 52/1



JEREMIAH ANDERSON
3634 WATERMELON LANE
NEW SMYRNA BEACH FL 32168-8774

☐ CORRECTED (if checked)

CREDITOR'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. WESTLAKE FINANCIAL 4751 WILSHIRE BLVD #100 Los Angeles, CA 90010 US Phone: 888-893-7937		1 Date of identifiable event 08/19/2024	OMB No. [REDACTED] Form 1099-C (Rev. January 2022) For calendar year 2023
		2 Amount of debt discharged \$ 4,129.93	
		3 Interest, if included in box 2 \$ 0.00	
CREDITOR'S TIN [REDACTED]	DEBTOR'S TIN [REDACTED]	4 Debt description 2011 FORD F-450 VIN: 1FT8W4DTXBEC16473	
DEBTOR'S name, Street address (including apt. no.), City or town, state or province, country, and ZIP or foreign postal code JEREMIAH ANDERSON 3634 WATERMELON LANE NEW SMYRNA BEACH, FL 32168 US		5 If checked, the debtor was personally liable for repayment of the debt <input type="checkbox"/>	
Account number (see instructions) 236521553276		6 Identifiable event code H	7 Fair market value of property \$ 0.00

**Cancellation
of Debt**

**Copy B
For Debtor**

This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Form 1099-C (Rev. 1-2022) (keep for your records)

www.irs.gov/Form1099C

Department of the Treasury - Internal Revenue Service

Instructions for Debtor

You received this form because a federal government agency or an applicable financial entity (a creditor) has discharged (canceled or forgiven) a debt you owed, or because an identifiable event has occurred that either is or is deemed to be a discharge of a debt of \$600 or more. If a creditor has discharged a debt you owed, you are required to include the discharged amount in your income, even if it is less than \$600, on the "Other income" line of your Form 1040 or 1040-SR. However, you may not have to include all of the canceled debt in your income. There are exceptions and exclusions, such as bankruptcy and insolvency. See Pub. 4681, available at www.irs.gov/pub4681, for more details. If an identifiable event has occurred but the debt has not actually been discharged, then include any discharged debt in your income in the year that it is actually discharged, unless an exception or exclusion applies to you in that year.

Debtor's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your TIN, social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the creditor has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the creditor assigned to distinguish your account.

Box 1. Shows the date the earliest identifiable event occurred or, at the creditor's discretion, the date of an actual discharge that occurred before an identifiable event. See the code in box 6.

Box 2. Shows the amount of debt either actually or deemed discharged. **Note:** If you don't agree with the amount, contact your creditor.

Box 3. Shows interest if included in the debt reported in box 2. See Pub. 4681 to see if you must include the interest in gross income.

Box 4. Shows a description of the debt. If box 7 is completed, box 4 also shows a description of the property.

Box 5. Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, at the time of the last modification. See Pub. 4681 for reporting instructions.

Box 6. Shows the reason your creditor has filed this form. The codes in this box are described in more detail in Pub. 4681: A—Bankruptcy; B—Other judicial debt relief; C—Statute of limitations or expiration of deficiency period; D—Foreclosure election; E—Debt relief from probate or similar proceeding; F—By agreement; G—Decision or policy to discontinue collection; or H—Other actual discharge before identifiable event.

Box 7. If, in the same calendar year, a foreclosure or abandonment of property occurred in connection with the cancellation of the debt, the fair market value (FMV) of the property will be shown, or you will receive a separate Form 1099-A. Generally, the gross foreclosure bid price is considered to be the FMV. For an abandonment or voluntary conveyance in lieu of foreclosure, the FMV is generally the appraised value of the property. You may have income or loss because of the acquisition or abandonment. See Pub. 4681 for information about foreclosures and abandonments. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

Future developments. For the latest information about developments related to Form 1099-C and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form1099C.

Free File Program. Go to www.irs.gov/FreeFile to see if you qualify for no-cost online federal tax preparation, e-filing, and direct deposit or payment options.

jeremiah-matthew:anderson
3634 Watermelon Lane
New Smyrna Beach FL 32168

WESTLAKE FINANCIAL
4751 Wilshire Blvd #100,
Los Angeles, CA 90010

AFFIDAVIT

NOTICE OF BILLING ERROR

NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Date: 08/19/2024

The undersigned Affiant, jeremiah-matthew:anderson, hereinafter, "Affiant" does solemnly swear, declare and state as follows:

Pursuant to 12 CFR 1026.13 - Billing Error Resolution

I, Jeremiah Anderson, dispute account number 10357303 in the amount of \$4129.93 have submitted correspondence to WESTLAKE FINANCIAL to rectify this matter and it has yet to be resolved.

Please furnish documentary evidence in accord with 15 U.S. Code 44 of record of accounts where WESTLAKE FINANCIAL awarded me, Jeremiah Anderson, with any payment pertaining to this alleged debt.

Pursuant to 15 U.S. Code 1666b(a)

Notice, it is a fact that affiant is aware 15 U.S. Code 1637(b)(2)(a) refers to a request to resolve a billing error by providing all documentary evidence for clarification of who funded this account and whose obligation it is to pay this alleged debt on this account.

Until then WESTLAKE FINANCIAL cannot report late payments in accordance with the regulations of the Bureau 12 CFR [REDACTED] (3).

Pursuant to 15 U.S. Code 1666(e)

If the creditor does not provide all documentary evidence as defined under 15 U.S. Code 44 this will result in a billing error and the creditor forfeits all rights to collection on the amount that has been identified in dispute.

Notice, it is fact affiant is aware that without resolving this billing error the creditor has legally agreed to forfeit all rights to collect on the amount in dispute pursuant to 15 U.S. Code 1666(e).

Pursuant to 12 U.S. Code 5562(c)(10) - Production of Document Material

Notice, it is fact affiant is aware the consumer has the right to request the money audit trail. I am requesting this documentary material in accordance with 12 U.S. Code 5562(c)(10) to address this subject matter. Without this documentary evidence, there is no evidence of this alleged debt.

Pursuant to 12 U.S. Code 1831n(2)(a) - GAAP Audit Trail, Accounting and Insurance

Notice, it is fact affiant is aware the consumer has the right to request the GAAP Audit Trail in accordance with 12 U.S. Code 1831n(2)(a) and without this documentary evidence to properly address this subject matter, there is no evidence of this alleged debt.

Pursuant to 16 CFR 433.3(b)(4) a contract which in a contract which includes a waiver, condition or limitation for a debtor to assert rights for claims or defense against a seller is void.

Notice it is fact in accordance with 15 C.F.R. 433.3(b)(4) I the affiant has reason to believe and do so believe a contract cannot and does not constitute as documentary evidence or contain a negotiable instrument or contain any waiver, limitation, term, or condition which has the effect of limiting a consumer such as I, Jeremiah Anderson, the affiant any right to assert against any holder of a contract with any and all legally sufficient claims and defense which could be asserted against the seller of goods and services and in all subject matter pursuant 16 C.F.R. 433.3(b)(4) said contract is unenforceable and void.

Notice in fact a contract has not given the consumer the full disclosure of said contract with any written, oral, known or unknown subject matter shall not constitute as documentary evidence.

The affiant has reason to believe and does so believe WESTLAKE FINANCIAL has failed to meet all requirements established in 16 C.F.R. 433.2(a).

Furthermore WESTLAKE FINANCIAL used my open ended credit plan in accordance to 16C.F.R. 433.2(a) to furnish which furthermore proves they did not extend credit to me in regard to this alleged debt.

Pursuant 15 U.S. Code 1692e(2) false character, amount, or legal status of any debt.

Notice it is fact that I the affiant am aware that the false character of the amount of this alleged debt is in violation of 15 U.S. Code 1692e(2)(a). Affiant has proof of this violation as WESTLAKE FINANCIAL alleges I owe an alleged debt , yet the account shows the billing in a positive amount. How can I pay into an account which is already positive? This is in violation of TILA.

Pursuant to 18 U.S. Code 8 - Obligation or Other Security of the United States

Notice in fact that affiant is aware that all obligations of debt are the responsibility of the United States.

Please adjust this account to a zero balance and return all funds paid into this alleged debt,including payments of interest, downpayment, etc. You have 10 days of receiving this notice to comply. If you cannot provide all documentary evidence requested then you have agreed to the terms of this notice.

I have included a copy of the bill as proof of a billing error. See Exhibit 1.

California Rule

California, in the minority of states, applies the mailbox rule to option contracts as well. In Palo Alto v. BBTC Co., 11 Cal.3d 494 (1974), the Court held, "In California the "effective upon posting" rule has received legislative sanction and is the declared policy of this state. Aspreviously explained, when the notice of exercise of the option is viewed as an acceptance of an irrevocable offer, such notice is clearly covered by section 1583.

"Notice to Agent Notice Knowledge U.C.C 1-202

Respectfully

All Rights Reserved Without Prejudice - U.C.C. 1-308

Name: _____

Executor Of The Estate Authorized Representative

Certificate of Acknowledgement

The State of Florida

County of Volusia

(notary attached)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WESTLAKE FINANCIAL SVC
P.O. Box 54807
Los Angeles CA 90054

9590 9402 8834 4005 4784 41

2. Article Number (Transfer from previous label)

EI 981 126 153 US

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

☐ Addressee

X GO LOCKBOX SERVICES

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

☐ Signature Restricted Delivery

☐ Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

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☐ Signature Confirmation Restricted Delivery

Tracking Number:

Remove X

E [REDACTED] S

 Copy  Add to Informed Delivery

Scheduled Delivery by

TUESDAY

20 August by
2024 ⁱ 6:00pm ⁱ

Your item was delivered to an individual at the address at 3:36 pm on August 20, 2024 in LOS ANGELES, CA 90054 to 90054 EXPRESS MAIL. The item was signed for by J L.

Get More Out of USPS Tracking:

 USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

LOS ANGELES, CA 90054

August 20, 2024, 3:36 pm

Arrived at Post Office

LOS ANGELES, CA 90001

August 20, 2024, 11:26 am

Arrived at USPS Destination Facility

LOS ANGELES, CA 90045

August 20, 2024, 7:46 am

Departed USPS Regional Facility

ORLANDO FL DISTRIBUTION CENTER

August 19, 2024, 9:26 pm

Arrived at USPS Regional Origin Facility

ORLANDO FL DISTRIBUTION CENTER

August 19, 2024, 6:57 pm

USPS in possession of item

PORT ORANGE, FL 32127

August 19, 2024, 2:26 pm

Hide Tracking History

What Do USPS Tracking Statuses Mean?

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 #940551189956149266175

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.

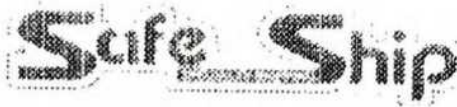
You are obligated by 15 U.S. Code § 1681i and § 1692e(8) to inform all credit reporting agencies (CRA) or Credit Bureaus (CB) of the dispute. Further, verification, as of today, with the CBs or non-action of these requests is in violation of the FCRA and the FDCPA and is subject to fines.

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. Brennan*, 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:



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

SKT#	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 Pii

Tracking# [REDACTED]

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
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Sales Tax	\$0.00
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Total	\$24.70
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CCard Charge	\$24.70
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Approval Number	072116
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Reference ID Number	[REDACTED]
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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)

Thank you for your patronage

Tracking Number:

[REDACTED] 5

Remove X



Copy



Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 6:39 pm on October 24, 2024 in LOS ANGELES, CA 90054.

Get More Out of USPS Tracking:



USPS Tracking PlusSM

Delivered

Delivered, Left with Individual

LOS ANGELES, CA 90054

October 24, 2024, 6:39 pm

Arrived at Post Office

LOS ANGELES, CA 90001

October 24, 2024, 6:17 am

Arrived at USPS Regional Destination Facility

LOS ANGELES CA DISTRIBUTION CENTER

October 23, 2024, 9:41 pm

In Transit to Next Facility

October 23, 2024

Arrived at USPS Regional Origin Facility

LAKE MARY FL DISTRIBUTION CENTER

October 22, 2024, 7:13 pm

USPS picked up item

PORT ORANGE, FL 32127

October 22, 2024, 4:07 pm

Pre-Shipment, USPS Awaiting Item

October 21, 2024

Hide Tracking History

What Do USPS Tracking Statuses Mean?

Westlake Financial

P.O. Box 76809

Los Angeles, CA 90076-0809



quadrat

FIRST-CLASS MAIL

IM

\$002.31

POSTAGE

US POSTAGE

Jeremiah Anderson

3634 Watermelon Lane

New Smyrna Beach, FL 32168





Westlake Financial Services®

November 15, 2024

Jeremiah Anderson
3634 WATERMELON LANE
NEW SMYRNA BEACH, FL 32168

VIA U.S. MAIL ONLY

RE: Debt Validation

Dear Jeremiah Anderson,

We have received your correspondence wherein you requested validation of your account with us.
Enclosed please find a copy of your Retail Installment contract and detailed Payment History.

If you have any questions or concerns, please feel free to contact our Customer Service Department at
(888) 739-9192, Monday through Friday 5:00 AM to 9:00 PM. Saturday and Sunday 5:00 AM to 2:00 PM.
All hours are Pacific Standard Time.

Thank you,

Customer Service
Westlake Financial Services
(888) 739-9192
www.westlakefinancial.com