

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

CASE NO.: 2024 29084CODL
DIVISION: 71

Jeremiah-Matthew: Anderson,
Plaintiff,
v.

WESTLAKE FINANCIAL SERVICES,
Defendant.

Amended

COMPLAINT FOR REPLEVIN

COMES NOW the Plaintiff, Jeremiah Matthew Anderson, and respectfully submits this Complaint for Replevin against Defendant, WESTLAKE FINANCIAL SERVICES, and states as follows:

Background and Allegations

On August 19, 2024, Plaintiff submitted a comprehensive debt discharge package to Defendant, directed to its trustee, Computershare Trust Co., and sent via certified mail. This package was meticulously prepared to legally settle any outstanding balance related to the vehicle, a **2011 Ford F-450**, VIN: **1FT8W4DT0KED23046**, with an approximate fair market value of **\$25,000**. The package included a promissory note intended as full settlement of the debt, which served as a negotiable instrument and valid consideration under **UCC § 3-104**. Additionally, Plaintiff enclosed a 1099-C form, pre-prepared to signify debt cancellation, fulfilling IRS reporting requirements and formally recognizing the transaction as complete. To further clarify the status of the account, Plaintiff included a billing error notice pursuant to **12 CFR 1026.13**, notifying Defendant of a disputed balance and referencing multiple federal consumer protection statutes. These statutes—**15 U.S.C. § 1666(b)(a)**, **15 U.S.C. § 1666(e)**, **12 U.S.C. § 5562(c)(10)**, and **16 CFR 433.3(b)(4)**—impose stringent documentation and validation requirements on creditors, particularly when addressing disputed or discharged debts.

In submitting these documents, Plaintiff clearly indicated that Defendant held a legal obligation to either substantiate the alleged debt with appropriate documentary evidence or, in the absence of such substantiation, to consider the debt resolved and closed. However, Defendant neither returned the promissory note nor responded to the settlement terms, a failure that constitutes tacit acquiescence and an implicit acceptance of Plaintiff's settlement offer, thereby confirming the debt's discharge under commercial law and federal regulations.

CLERK OF THE CIRCUIT
& CLERK OF THE COUNTY COURT
VOLUSIA COUNTY, FL
CC 54

2024 NOV - 8 AM 8:25

FILED

Following this, Defendant issued a fully executed **1099-C form** (see attached) confirming the discharge of the debt in the amount of **\$4,129.93**. According to **26 U.S.C. § 61(a)(12)**, canceled debt is treated as taxable income by the IRS. By issuing a 1099-C, Defendant legally acknowledged the debt's discharge and required Plaintiff to report this amount as taxable income. This issuance serves as a binding acknowledgment that the debt was considered satisfied by Defendant and confirms Plaintiff's compliance with federal tax law, as the IRS now views this debt as settled and closed.

If Defendant were to continue collection efforts, such actions would not only constitute a violation of federal debt collection laws but could also imply **tax fraud**, as a false 1099-C filing under penalty of perjury carries legal implications. Plaintiff, therefore, contends that Defendant's issuance of the 1099-C fully resolves the debt, and any further collection or repossession actions are legally invalid.

Defendant's Threat of Repossession and Plaintiff's Debt Validation Request

Despite this discharge, Defendant subsequently issued a notice stating that it retained the right to repossess the vehicle. In response, Plaintiff submitted a formal **debt validation request** under **15 U.S.C. § 1692g(b)**, which mandates that creditors must cease all collection actions upon receipt of a debt validation request until verification of the debt is provided. Plaintiff's request included a **tacit acquiescence clause** as per **Restatement (Second) of Contracts § 69**, stating that silence or non-response would constitute an admission of the debt's invalidity.

Plaintiff acted out of an abundance of caution and respect for the legal process in submitting this debt validation request. In light of documented instances of banking malpractice within the financial sector, Plaintiff took necessary steps to confirm the legitimacy of the claimed debt. Plaintiff's actions were both justified and necessary, as the FDCPA affords consumers the right to protect themselves from unverified or false debt claims. Plaintiff views the debt validation request as a duty to uphold his rights as a free individual and as a mechanism to ensure due process in debt collection practices.

Defendant failed to respond to this validation request, signaling their inability to substantiate any claim over the discharged debt. Rather than adhere to the legally mandated halt in collection efforts, Defendant proceeded with the **unauthorized seizure** of Plaintiff's vehicle. This unlawful invasion onto Plaintiff's **private property in Volusia County** occurred during the night, evidently to avoid lawful confrontation, and constituted an act of trespass and theft. Defendant's covert approach, undertaken while Plaintiff and his family were asleep in the home just feet away, is evidence of their awareness of the illegitimacy of their actions and their intent to avoid accountability. The incident has forced Plaintiff to increase security measures for his family, property, and animals, resulting in emotional distress and financial hardship.

Plaintiff's Secured Interest in the Vehicle

Plaintiff asserts his lawful right to possess the vehicle, as established by the discharge of all outstanding debts related to the vehicle. Defendant's issuance of the **1099-C form** serves as binding evidence that the debt has been satisfied. Additionally, Plaintiff holds a secured interest in the vehicle, formalized through a **UCC1 financing statement** filed with the appropriate authorities (see attached). This filing publicly records Plaintiff's priority claim to the vehicle. Defendant's issuance of the 1099-C, coupled with Plaintiff's secured interest, confirms the debt's discharge and eliminates

any legal basis for Defendant to withhold the title or pursue further collection actions on a debt that is, by law, closed.

Claim for Relief: Replevin

Plaintiff brings this action for the immediate return of the vehicle wrongfully seized by Defendant. Plaintiff has suffered tangible harm, including loss of use of the vehicle, costs associated with property security enhancements, and considerable emotional distress resulting from Defendant's unlawful conduct.

Relief Sought

1. **Immediate Order for Return of the Vehicle:** Plaintiff seeks an immediate court order directing the return of the Vehicle to Plaintiff's possession, recognizing Plaintiff's secured interest and lawful ownership rights.
 2. **Refund of All Payments Made:** Plaintiff demands a full refund of all payments made toward the Vehicle, including principal, interest, and fees, on the grounds that the contract was invalidated by Defendant's tacit acquiescence to the debt discharge.
 3. **Release of Title:** Plaintiff requests an order directing Defendant to release any claim on the Vehicle's title, formally recognizing Plaintiff as the sole and rightful owner.
 4. **Recognition of Secured Interest:** Plaintiff requests a declaratory judgment affirming Plaintiff's priority secured interest in the Vehicle.
 5. **Compensation for Damages:** Plaintiff seeks damages for the wrongful seizure of his property, including compensation for security costs, emotional distress damages as per **Florida Statute § 559.77**, and legal fees.
 6. **Additional Relief:** Plaintiff requests any additional relief the Court deems appropriate, including punitive damages to address Defendant's flagrant disregard for Plaintiff's legal rights.
-

Reference Sheet of Statutes, Codes, and Legal Definitions

1. **15 U.S.C. § 1692g(b) – Validation of Debts**
If the consumer notifies the debt collector in writing within the 30-day period... that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt... until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.
This statute requires that, upon a consumer's request for validation, debt collectors must cease all collection activities until the debt is verified. Defendant's failure to validate the debt before repossessing the vehicle constitutes a violation of this section.

2. **26 U.S.C. § 61(a)(12) – Gross Income Defined**

Except as otherwise provided in this subtitle, gross income means all income from whatever source derived, including (but not limited to) the following items: ... (12) Income from discharge of indebtedness.

Under IRS guidelines, canceled debt is treated as taxable income, meaning that once a 1099-C is issued, the debt is legally considered discharged. Defendant's issuance of the 1099-C signifies their acknowledgment of debt cancellation, making further collection attempts unlawful.

3. **Florida Statute § 559.77 – Civil Remedies for Consumer Collection Practices**

Any person who suffers damages as a result of a violation of the provisions of § 559.72... may bring a civil action against the person violating such provisions in the court of competent jurisdiction. Upon adverse adjudication, the defendant shall be liable for actual damages and additional statutory damages, attorney's fees, and court costs.

This statute allows consumers to recover damages, including for emotional distress, when debt collection practices are abusive or otherwise violate consumer rights. Plaintiff is entitled to damages under this statute due to Defendant's unlawful collection actions following the issuance of the 1099-C.

4. **UCC § 3-104 – Negotiable Instrument**

(a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it: (1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder; (2) is payable on demand or at a definite time; and (3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money.

Plaintiff's promissory note qualifies as a negotiable instrument, which served as valid consideration for the debt discharge. By not returning the promissory note, Defendant effectively accepted it, thereby discharging the debt.

5. **12 CFR 1026.13 – Billing Error Resolution (Regulation Z)**

A billing error consists of an assertion by the consumer that the creditor has made a mistake in billing... When a creditor receives a billing error notice, it must, within a reasonable period, either correct the error or provide an explanation to the consumer. Failure to address a billing error in a timely fashion constitutes acceptance of the consumer's position.

Plaintiff's submission of a billing error notice placed a legal obligation on Defendant to provide documentary evidence validating the debt. Defendant's lack of response to the billing error notice effectively nullifies any further claims to the debt.

6. **15 U.S.C. § 1666(b)(a) – Correction of Billing Errors (Truth in Lending Act)**

A creditor who receives a notice from an obligor alleging a billing error must respond by either correcting the error or providing a written explanation of why the creditor believes the statement was correct. Failure to comply with this requirement results in an admission of error.

Plaintiff's billing error notice obligated Defendant to either correct the account or substantiate the debt's validity. By failing to address the error notice, Defendant effectively forfeited their right to collect on the alleged debt.

7. **12 U.S.C. § 5562(c)(10) – Production of Documents and Material**

The Bureau of Consumer Financial Protection has the authority to require the production of documents and other materials relevant to debt obligations and transactions.

Plaintiff's request for documentation was fully supported by federal law, obliging Defendant to provide all records and documentation related to the disputed debt. The absence of any documentation from Defendant further invalidates their claim.

8. **16 CFR 433.3(b)(4) – Preservation of Consumer Defenses**

It is an unfair or deceptive act or practice within the meaning of Section 5 of the Federal Trade Commission Act... for any seller to take or receive a consumer's obligation unless the seller complies with the rule's requirements to preserve the consumer's right to assert claims and defenses.

Defendant's actions in continuing collection efforts despite the issuance of a 1099-C and Plaintiff's request for validation amount to an unfair practice under the FTC Act. Defendant's failure to preserve Plaintiff's consumer rights in the debt validation process further nullifies their claim.

9. **Restatement (Second) of Contracts § 69 – Acceptance by Silence or Exercise of Dominion**

When an offeree fails to reply to an offer, his silence and inaction operate as an acceptance in the following cases only: (a) Where an offeree takes the benefit of offered services with reasonable opportunity to reject them and reason to know that they were offered with the expectation of compensation.

Plaintiff's submission of the promissory note and Defendant's failure to return it constitutes tacit acceptance of the settlement terms. By remaining silent and not refuting the note, Defendant effectively agreed to discharge the debt.

10. **Florida Statute § 78.055 – Replevin (Requirements for Complaint)**

A complaint for replevin must include a description of the property, an assertion of the right to possession, the value of the property, and allegations that the plaintiff is entitled to the property and that it is wrongfully detained by the defendant.

Plaintiff's replevin action conforms to Florida's statutory requirements, with all necessary assertions of ownership, value, and wrongful detention. Defendant's retention of the vehicle after discharging the debt is a clear violation of this statute and the Natural Rights of Plaintiff.

Declaration

I, Jeremiah-Matthew: Anderson, declare under penalty of perjury that the information provided in this complaint is true and correct to the best of my knowledge.

Signature



Jeremiah-Matthew: Anderson
All Rights Reserved, Without Prejudice – UCC 1-308
Authorized Representative
Date: 11/8/2024

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

Florida Secured Transaction Registry

FILED

2024 Nov 03 02:09 PM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON

JEREMIAH-MATTHEW ANDERSON; [REDACTED]

B. Email CVO@TREEAI.US

C. SEND ACKNOWLEDGEMENT TO:

Name

Address

Address

City/State/Zip

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME

WESTLAKE FINANCIAL SERVICES

1.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1.c MAILING ADDRESS Line One

4751 WILSHIRE BLVD #100

This space not available.

MAILING ADDRESS Line Two

CITY
LOS ANGELES

STATE
CA

POSTAL CODE
90010

COUNTRY
USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME

2.b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2.c MAILING ADDRESS Line One

This space not available.

MAILING ADDRESS Line Two

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME

3.b INDIVIDUAL'S SURNAME

ANDERSON

FIRST PERSONAL NAME
JEREMIAH

ADDITIONAL NAME(S)/INITIAL(S)
MATTHEW

SUFFIX

3.c MAILING ADDRESS Line One

3634 WATERMELON LANE

This space not available.

MAILING ADDRESS Line Two

CITY
NEW SMYRNA BEACH

STATE
FL

POSTAL CODE
32168

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

2011 FORD F-450, VIN: 1FT8W4DT0KED23046, TAG: 30AJJP. THIS FINANCING STATEMENT ESTABLISHES A PRIORITY SECURED INTEREST IN THE ABOVE-MENTIONED VEHICLE, WITH ANY PROCEEDS FROM THE SALE OR TRANSFER OF THE VEHICLE, AND ANY RESIDUAL INTERESTS THEREIN, SUBORDINATE TO THE SECURED PARTY, JEREMIAH-MATTHEW ANDERSON.

5. ALTERNATE DESIGNATION (if applicable)

☐
☐

LESSEE/LESSOR

☐
☐

CONSIGNEE/CONSIGNOR

☐
☐

BAILEE/BAILOR

AG LIEN

NON-UCC FILING

SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

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

ZZW0820A

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. Form 1099-C (Rev. January 2022) For calendar year 2023	Cancellation of Debt
		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	

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.

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

Debtor

JEREMIAH ANDERSON
3634 WATERMELON LANE
NEW SMYRNA BEACH, FL 32168

Lien Holder

Westlake Financial Services

Vehicle

2011 FORD F450
VIN: 1FT8W4DTXBEC16473

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

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

FI 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 of 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