

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

Case No.: 2024-29084-CODL

Division: 71

JEREMIAH-MATTHEW ANDERSON,

Plaintiff,

v.

WESTLAKE FINANCIAL SERVICES,

Defendant.

**MEMORANDUM OF LAW
IN SUPPORT OF MOTION FOR HEARING ON DAMAGES
AND FOR CREDIT-REPORT CORRECTION**

COMES NOW Plaintiff, Jeremiah-Matthew Anderson ("Plaintiff"), pro se, and respectfully submits this Revised Memorandum of Law in support of his Motion for Hearing on Damages and for Credit-Report Correction ("Motion"). In this Memorandum, Plaintiff sets forth the facts, applicable legal authorities, and a detailed damages calculation to demonstrate that after the issuance of the 1099-C Defendant had no claim to the property, and any subsequent action—including the repossession, sale, and post-discharge collection efforts—is factually criminal and legally actionable.

I. STATEMENT OF FACTS

A. Debt Discharge and Repossession

1. On or about August 19, 2024, Defendant issued a Federal Form 1099-C for Plaintiff's 2011 Ford F-450, thereby discharging the underlying debt and releasing any claim they may have had to the property.

2. Notwithstanding this discharge, Defendant repossessed Plaintiff's truck on November 1, 2024, and subsequently sold the vehicle—actions that constitute a direct violation of Florida replevin law and the rights conferred by the debt cancellation.

B. Replevin Order

1. On December 19, 2024, this Court granted Plaintiff's Complaint for Replevin, thereby confirming Plaintiff's entitlement to immediate possession of the truck.

2. By that time, however, Defendant had already disposed of the vehicle, rendering the replevin order unenforceable and compounding Plaintiff's losses.

C. Post-Discharge Collection and False Reporting

1. Even after the debt was canceled by the 1099-C, Defendant persistently attempted to collect on a discharged debt, evidenced by at least 41 documented post-discharge contacts.

2. These attempts continued after Plaintiff sent a debt validation package on October 21, 2024, and were made in violation of the Fair Debt Collection Practices Act (FDCPA) and Florida's Consumer Collection Practices Act (FCCPA).

3. Between October and December 2024, Defendant furnished false information to credit bureaus by reporting the truck as "30 days late" and "repossessed" with a spurious \$1,429

past-due balance—even though the debt had been canceled and at this point invalidated by the Defendants actions—thereby damaging Plaintiff’s credit score and reputation.

D. Loss of Use and Hardship

1. As a result of losing the vehicle, Plaintiff’s household has been reduced to one operational vehicle.
2. This loss has imposed significant logistical hardships on Plaintiff’s family and business, including forcing Plaintiff’s pregnant wife to endure transportation difficulties for medical appointments, errands, and other essential travel.

E. Pre-Suit Civil Theft Demand

1. Pursuant to Fla. Stat. § 772.11, Plaintiff served a pre-suit demand letter on January 28, 2025, providing Defendant with 30 days to cure or return the property.
2. Defendant failed to comply with the demand, thereby strengthening Plaintiff’s claim for civil theft.

Note: Although the 30-day period expires on February 27, 2025, Defendant’s attempt to schedule a special hearing in opposition to the court order demonstrates its rejection of the settlement offer. Moreover, Defendant’s filings neglect the issuance of the 1099-C and the legally mandated debt validation process. Accordingly, Plaintiff contends that the remaining time should be waived, as Defendant has no valid claim to the property and is subject to full legal consequences.

II. LEGAL ARGUMENTS

A. Replevin Damages Under Florida Statutes Chapter 78

1. Florida law mandates that once a replevin order is entered, any sale or disposition of the property is wrongful.

2. Plaintiff is therefore entitled to recover damages equivalent to the fair market value of the vehicle plus any additional losses incurred from its wrongful sale.

3. Enhancements, such as a \$10,000 engine replacement and \$1,285 in brake upgrades, significantly increased the truck's value and must be compensated.

4. Furthermore, Florida law recognizes recovery for loss-of-use damages when the property is essential to one's livelihood (see *Dubberly v. City of Jacksonville*, 296 So. 2d 57, 58 (Fla. 1st DCA 1974)).

B. Civil Theft (Fla. Stat. § 772.11)

1. To prevail on a civil theft claim, Plaintiff must prove (a) an act amounting to criminal intent, (b) a knowing and unlawful deprivation of property, and (c) damages resulting therefrom (see *Gersh v. Cofman*, 769 So. 2d 407, 408 (Fla. 4th DCA 2000)).

2. Defendant's repossession and sale of the truck—occurring after the debt was discharged by the 1099-C—demonstrate clear, willful intent and a knowing violation of Plaintiff's rights.

3. Under Fla. Stat. § 772.11, Plaintiff is entitled to treble damages. If actual damages total approximately \$29,178.35, trebling these losses yields approximately \$87,535.05, in addition to attorney's fees and costs.

C. FDCPA Violations (15 U.S.C. § 1692 et seq.)

1. The FDCPA prohibits debt collectors from engaging in harassing or deceptive practices to collect a debt that has been discharged.

2. Defendant's continued collection attempts and failure to cease communications after

Plaintiff's debt validation request (October 21, 2024) clearly violate these provisions.

3. Statutory damages of up to \$1,000 are available under the FDCPA, regardless of the number of violations, along with the possibility of recovering actual damages and attorney's fees.

D. FCRA Violations (15 U.S.C. § 1681 et seq.)

1. Under the FCRA, furnishers of credit information must not report false or misleading data and are obligated to correct errors promptly once notified.

2. Defendant's reporting of the truck as "30 days late" and "repossessed"—after the issuance of the 1099-C—constitutes inaccurate reporting that has materially harmed Plaintiff's credit.

3. Willful violations of the FCRA may result in statutory damages of between \$100 and \$1,000 per violation, as well as punitive damages if the conduct is found to be egregious.

E. FCCPA Violations (Fla. Stat. § [REDACTED])

1. The FCCPA mirrors many of the FDCPA's prohibitions and further forbids abusive debt collection practices when no legitimate debt exists.

2. Defendant's actions—by continuing to pursue a discharged debt and reporting false credit information—violate the FCCPA.

3. Plaintiff is entitled to statutory damages of up to \$1,000 per violation, in addition to actual and punitive damages.

III. EXPANDED STATUTORY DAMAGES & REMEDIES

For ease of adjudication, Plaintiff sets forth the following proposed damages calculation:

A. Civil Theft (Treble Damages)

– Actual Losses (Truck value plus enhancements and related losses): \$29,178.35

– Treble Damages: $3 \times \$29,178.35 = \$87,535.05$

B. FDCPA Statutory Damages: \$1,000 (total for the action)

C. FCCPA Statutory Damages: \$1,000 (assuming one violation)

D. FCRA Statutory Damages: \$1,000 (assuming one willful violation)

E. Loss of Use Damages: \$5,000 (estimated based on documented hardship and additional expenses)

F. Court Costs and Attorney's Fees: To be determined by the Court, in addition to interest as provided by law

• Proposed Total (excluding fees and costs):

$$\$87,535.05 + \$1,000 + \$1,000 + \$1,000 + \$5,000 = \$95,535.05$$

IV. REQUESTED RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Set a hearing to determine all actual, statutory, treble, and punitive damages arising from Defendant's wrongful actions;
2. Order Defendant to immediately correct all inaccurate credit reporting—including removal of derogatory entries and confirmation of a \$0 balance—related to the discharged debt; and

3. Award Plaintiff the following damages: • Civil Theft: Treble damages of approximately \$87,535.05;

- FDCPA Statutory Damages: \$1,000;
- FCCPA Statutory Damages: \$1,000;
- FCRA Statutory Damages: \$1,000;
- Loss of Use Damages: \$5,000;
- Court Costs, Attorney's Fees, and Applicable Interest; and

4. Grant such further relief as the Court deems just and proper.

V. Glossary of Terms

Below are concise, exact definitions drawn from Black's Law Dictionary (as provided on TheLawDictionary.org) and accompanied by minimal contextual notes. These are offered for general reference only.

1. REPLEVIN

Definition (Black's Law Dictionary via TheLawDictionary.org)

"A personal action ex delicto brought to recover possession of goods unlawfully taken, (generally, but not only, applicable to the taking of goods distrained for rent,) the validity of which taking it is the mode of contesting, if the party from whom the goods were taken wishes to have them back in specie; whereas, if he prefer to have damages instead, the validity may be contested by action of trespass or unlawful distress. The word means a redelivery to the owner of the pledge or thing taken in distress."

Brief Note

Replevin is used to get back personal property wrongfully taken or kept, rather than just seeking money damages.

2. 1099-C (CANCELLATION OF DEBT)

Definition

A Form 1099-C is “an Internal Revenue Service (IRS) form used to report a canceled or forgiven debt of \$600 or more, which may be considered taxable income to the borrower.”

(Note: TheLawDictionary.org does not have a verbatim “1099-C” entry under “Black’s Law Dictionary.” This definition is from its general explanation of the IRS form.)

Brief Note

Issuing a 1099-C indicates that the creditor considers the debt and their claim to the property canceled for tax reporting purposes. A 1099-C is considered the same as income to the IRS proving its financial authority.

3. DEBT DISCHARGE

Definition (TheLawDictionary.org reference to “Discharge”)

“Discharge is the act or instrument by which a contract or agreement is ended... or the release of a debtor from his or her debt or obligation.”

Brief Note

In many contexts, a debt discharge means the debtor is no longer personally liable for the obligation.

4. CIVIL THEFT

Definition (General)

Civil theft is a statutory remedy allowing a victim of theft to recover in a civil action for the taking, use, or deprivation of property that would also qualify as criminal theft. It typically requires proof of felonious intent and may provide for treble damages.

(Note: "Civil theft" is not a distinct entry in Black's, but commonly appears in statutes that convert criminal theft into a civil cause of action.)

Brief Note

Where recognized, it permits recovery of triple the actual damages (treble damages) plus attorney's fees if proven.

5. PRE-SUIT DEMAND

Definition (General "Demand Letter")

A "demand letter" is "[a] letter by which one party informs another of a perceived wrong, and seeks a remedy... before formal legal action."

(Note: "Pre-suit demand" is not a separately indexed Black's entry, but a demand letter is understood to be the formal notice before filing suit.)

Brief Note

Certain statutes require a written pre-suit demand (e.g., civil theft) before filing a lawsuit.

6. LOSS OF USE

Definition (General)

"Loss of use" refers to the inability to utilize property because of damage, destruction, or wrongful detention. While Black's may not have a discrete entry, courts commonly award "loss of use" damages when a party is deprived of using property.

Brief Note

Example: If a vehicle is wrongfully taken or damaged, the owner can seek compensation for renting a substitute or for the period of unusability.

7. ACTUAL DAMAGES

Definition (Black's Law Dictionary)

"Real, substantial and just damages, or the amount awarded to a complainant in compensation for his actual and real loss or injury, as opposed on the one hand to 'nominal' damages, and on the other to 'exemplary' or 'punitive' damages."

Brief Note

These compensate for measurable harm suffered, such as medical bills, repair costs, or lost wages.

8. STATUTORY DAMAGES

Definition (General)

“Damages fixed by statute for a specific injury. They may be available in lieu of actual damages or in addition to them, depending on what the statute provides.”

(Note: Black's does not always list “Statutory Damages” verbatim, but TheLawDictionary.org describes them as damages whose amount is set forth by law rather than by the extent of the injury.)

Brief Note

For instance, consumer protection laws often provide a set dollar amount for each violation, regardless of actual losses.

9. TREBLE DAMAGES

Definition (General)

“Treble damages” are “[a]n amount awarded by a court that is triple the actual damages the plaintiff is entitled to.” They are often mandated by statute as a form of increased, punitive-like recovery.

Brief Note

Treble damages serve both compensatory and deterrent purposes, tripling the basic measure of actual damages.

10. INJUNCTIVE RELIEF

Definition (Black's Law Dictionary)

"A court order commanding or preventing an action. It may be either mandatory (ordering a defendant to do something) or prohibitive (ordering a defendant to refrain from doing something)."

Brief Note

This equitable remedy is used when monetary damages are inadequate to prevent future or ongoing harm.

11. REPOSSESSION

Definition (Black's Law Dictionary via TheLawDictionary.org)

"1. Voluntary or forced surrender of goods to the owner due to the inability to pay for them. 2. [The] legal process where the lender takes back property or assets when the borrower is in default."

Note:

Commonly applies to secured property (like vehicles) when a debtor fails to meet payment obligations.

12. DEBT VALIDATION

Definition (General “Validation of Debt”)

Under the Fair Debt Collection Practices Act, “[v]alidation of debts” is the process by which a consumer challenges or requests proof of a debt, and the debt collector must provide verification before further collection attempts.

Brief Note

If disputed, the collector must cease collection until verification is provided.

V. CONCLUSION

Defendant’s issuance of a 1099-C on or about August 19, 2024 effectively canceled Plaintiff’s debt. Any subsequent repossession, sale, and collection efforts—including false credit reporting and the refusal to validate Plaintiff’s dispute—are factually criminal and constitute a clear violation of Florida replevin law and multiple federal and state consumer protection statutes.

Plaintiff respectfully requests that this Court grant the full array of damages and injunctive relief as set forth above.

Dated: 02/13/25



JEREMIAH-MATTHEW ANDERSON (Pro Se)

3634 Watermelon Lane

New Smyrna Beach, FL 32168

CERTIFICATE OF SERVICE

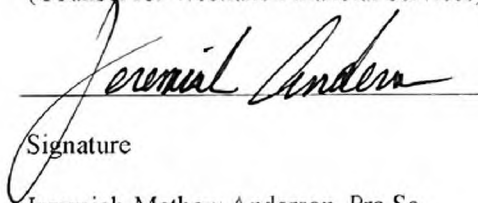
I HEREBY CERTIFY that on this 13 day of February, 2025, a true and correct copy of the foregoing Memorandum of Law was furnished via the Florida Courts E-Filing Portal (and/or by U.S. Mail) to:

Liebler, Gonzalez & Portuondo

44 West Flagler Street, 25th Floor

Miami, FL 33130

(Counsel for Westlake Financial Services)



Signature

Jeremiah-Matthew Anderson, Pro Se