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

Jeremiah-Matthew: Anderson,  
Plaintiff,

v.

WESTLAKE FINANCIAL SERVICES,  
Defendant.

Case No. [To be assigned by Clerk]

**COMPLAINT FOR REPLEVIN**

**Plaintiff:**

Jeremiah-Matthew: Anderson, residing at 3634 Watermelon Lane, New Smyrna Beach, FL 32168, brings this action against **Defendant**, WESTLAKE FINANCIAL SERVICES, located at 4751 Wilshire Blvd #100, Los Angeles, CA 90010, to reclaim immediate possession of Plaintiff's 2011 Ford F-450, VIN: 1FT8W4DT0KED23046, Tag: 30AJJP ("the Vehicle").

**Background and Allegations**

On August 19, 2024, Plaintiff submitted a comprehensive debt discharge package to Defendant, directed to its trustee, Computershare Trust Co., and mailed via certified mail. This package was meticulously crafted to lawfully settle any outstanding balance on the account and included several essential components to ensure the closure of the account. Among these was a promissory note intended as full settlement of the debt, which acted as a negotiable instrument providing valid consideration under **UCC § 3-104** for the closure of the account. Alongside this note, Plaintiff enclosed a pre-prepared **1099-C form** to formally signify debt cancellation, satisfying IRS reporting requirements and underscoring that Plaintiff recognized this transaction as a complete discharge of the debt. Additionally, the package included a billing error notice in accordance with **12 CFR 1026.13**, notifying Defendant of the disputed balance, as well as tender instructions citing federal consumer protection statutes such as **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)**, each of which imposes strict documentation and validation obligations on creditors, especially in matters of disputed or discharged debt.

The discharge package clearly outlined that Defendant, Westlake Financial, held a legal obligation to either substantiate the alleged debt with appropriate documentary evidence or, in the absence of such proof, consider the debt resolved and closed. However, rather than responding in accordance with this obligation, Defendant neither returned the promissory note nor refuted the terms set forth in Plaintiff's submission. By remaining silent, Defendant tacitly acquiesced to the discharge, which, under principles of commercial law and federal regulations, signifies an implicit acceptance of Plaintiff's offer of settlement. This silence legally bars any further collection actions or claims on the vehicle.

Following this, Defendant issued a completed **1099-C form** to Plaintiff, officially 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, making the discharged amount reportable by the debtor as

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income. Thus, the issuance of the 1099-C by Defendant represents a legally binding acknowledgment that the debt was fully satisfied. By accepting Plaintiff's promissory note as consideration and subsequently issuing the 1099-C, Defendant affirmed that the debt was settled, as though it had been paid in cash or an alternative form of accepted value. From a tax perspective, this discharge of indebtedness, now classified as taxable income, means the debt is considered legally satisfied, closing the account and invalidating any subsequent collection actions by Defendant.

Despite this legal discharge and the formal settlement of the debt, Defendant later sent a notice to Plaintiff asserting a supposed right to repossess the vehicle. In response to this continued collection effort, Plaintiff submitted a formal debt validation request pursuant to **15 U.S.C. § 1692g(b)**, which mandates that creditors cease all collection activities upon receipt of such a request until verification of the debt is provided. Plaintiff's request also invoked a tacit acquiescence clause under **Restatement (Second) of Contracts § 69**, specifying that silence in response to an assertion may be taken as acceptance. Defendant ignored this validation request, failing to provide any verification of the debt's legitimacy. This omission effectively nullifies any further claim or collection action by Defendant, rendering their pursuit of the vehicle both unlawful and without legal foundation.

### **Invasion of Private Property and Unlawful Possession**

Plaintiff is an independent free born individual who upholds the principles of Natural Law, property rights, and personal freedom. Plaintiff's land is **private property**, a sacred space beyond the reach of unauthorized entities. Defendant's repossession action on the night of October 31, 2024, was a clear and unlawful trespass onto Plaintiff's private property. This calculated action was executed under cover of darkness by unknown combatants, showing a conscious attempt to evade lawful confrontation. Defendant's repossession of the Vehicle was an invasive and forceful removal from Plaintiff's land, where Plaintiff's family, including children and a pregnant wife, reside.

As a direct result of Defendant's invasion and repossession of the Vehicle, Plaintiff has been compelled to implement heightened security measures to protect his family and property, incurring costs and creating significant emotional distress. This wrongful seizure has disrupted the safety and peace of Plaintiff's household and constitutes an egregious infringement of Plaintiff's Natural rights to property and personal security. This is an administrative and physical attack by a corporate entity on a living being.

### **Claim for Relief: Replevin**

Plaintiff seeks immediate return of the Vehicle, as Defendant unlawfully possesses it without valid legal grounds. Plaintiff has suffered tangible harm, including the loss of use of the Vehicle, costs associated with fortifying his property against further intrusions, and considerable emotional distress resulting from this intrusion on his family's safety.

### **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 rightful ownership.

2. **Refund of All Payments Made:** Plaintiff demands the full return of all payments made toward the Vehicle, including principal, interest, and fees, on the basis that the contract was invalidated by Defendant's tacit acquiescence.
3. **Release of Title:** Plaintiff requests an order directing Defendant to release any claim on the Vehicle's title, acknowledging Plaintiff's superior and lawful ownership.
4. **Recognition of Secured Interest:** Plaintiff requests a declaratory judgment affirming Plaintiff as the priority secured interest holder in the Vehicle.
5. **Compensation for Damages:** Plaintiff seeks damages for the wrongful repossession, covering security costs, emotional distress as provided for under **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 intentional misconduct.

## **Reference Sheet of Statutes, Codes, and Legal Definitions**

### **1. 12 CFR 1026.13 – Billing Error Resolution**

- **Relevant Section:** This regulation, under the Truth in Lending Act, provides that a consumer may assert a billing error and request an investigation by the creditor. Specifically:  
"If a creditor receives a notice of billing error...the creditor shall respond to the consumer's notification of the billing error...within the timeframe outlined, investigating and correcting any errors as applicable."
- **Application:** Plaintiff notified Defendant of a billing error, disputing the amount owed. Under this regulation, Defendant was obligated to investigate the claim but failed to respond.

### **2. 15 U.S.C. § 1666(b)(a) – Correction of Billing Errors**

- **Relevant Section:** This U.S. Code section requires creditors to investigate billing error notices sent by consumers. Specifically:  
"The creditor, upon receiving a written notification of a billing error...shall acknowledge the request and investigate the dispute, correcting the bill if an error is found."
- **Application:** Plaintiff's notification to Defendant required a response and investigation under federal law, which Defendant neglected, violating Plaintiff's consumer rights.

### **3. 15 U.S.C. § 1666(e) – Consumer Protections in Disputed Billing**

- **Relevant Section:** This statute provides that a creditor may not report a consumer as delinquent for any disputed amount until the investigation is resolved. Specifically:  
"A creditor shall not...report that an amount or account is delinquent until an investigation into the disputed amount is completed."
- **Application:** Defendant continued collection attempts without resolving Plaintiff's billing dispute, contravening federal protections.

### **4. 12 U.S.C. § 5562(c)(10) – Production of Documentary Material**

- **Relevant Section:** This statute grants consumers the right to request documentation related to any financial obligation. Specifically:  
"Any consumer may request documentation relating to the debt, including the money audit trail, transaction history, and proof of the original debt obligation."
- **Application:** Plaintiff requested detailed documentation to verify the legitimacy of the debt, which Defendant failed to provide, indicating a lack of substantiation for their claim.

#### 5. 16 CFR 433.3(b)(4) – Prohibition on Certain Waivers in Credit Contracts

- **Relevant Section:** This regulation forbids any clause in a contract that limits the consumer's ability to assert legal defenses. Specifically:  
"Any provision in a credit agreement waiving the consumer's right to assert legal defenses against the creditor or subsequent holder is void and unenforceable."
- **Application:** Defendant's claim to repossession lacks contractual legitimacy if it attempts to limit Plaintiff's legal defenses, making any repossession without proper notice or documentation invalid.

#### 6. 26 U.S.C. § 61(a)(12) – Gross Income from Discharge of Indebtedness

- **Relevant Section:** The Internal Revenue Code specifies that discharged debt is taxable as income. Specifically:  
"Gross income means all income from whatever source derived, including (but not limited to) the following items...income from discharge of indebtedness."
- **Application:** The issuance of a 1099-C by Defendant acknowledges that the debt is canceled and reportable as income to the IRS, effectively settling the debt as if it were paid in full.

#### 7. 15 U.S.C. § 1692g(b) – Debt Validation Requirement

- **Relevant Section:** This section of the Fair Debt Collection Practices Act requires creditors to cease collection activities upon receipt of a debt validation request until they provide verification. Specifically:  
"If the consumer notifies the debt collector in writing...that the debt, or any portion thereof, is disputed...the debt collector shall cease collection of the debt...until verification of the debt is mailed to the consumer."
- **Application:** Plaintiff submitted a formal validation request; by law, Defendant was required to halt collection efforts until validation was provided, which did not occur.

#### 8. Restatement (Second) of Contracts § 69 – Tacit Acquiescence

- **Relevant Section:** This provision defines the concept of acquiescence through silence when a party is legally obligated to respond. Specifically:  
"Silence in response to an assertion may be taken as acceptance where a duty to reply is legally imposed, and failure to reply within a reasonable time implies agreement."
- **Application:** Defendant's failure to respond to Plaintiff's debt validation request or billing error dispute constitutes tacit acceptance, affirming that the debt was not legally enforceable.

#### 9. Florida Statute § 559.77 – Civil Remedies for Unlawful Debt Collection

- **Relevant Section:** Under Florida law, consumers may seek damages for emotional distress and other losses resulting from unlawful debt collection practices. Specifically:  
"Any consumer who is injured by a violation of this part...may bring an action for actual damages, including for emotional distress...and reasonable attorney's fees and court costs."
- **Application:** Plaintiff seeks damages for Defendant's unlawful collection actions and wrongful repossession, which caused emotional distress and financial harm.

#### 10. UCC § 3-104 – Promissory Note as a Negotiable Instrument

- **Relevant Section:** The Uniform Commercial Code defines a promissory note as a negotiable instrument and a valid form of consideration. Specifically:  
"A negotiable instrument is an unconditional promise or order to pay a fixed amount of money...and may be in the form of a promissory note."
- **Application:** Plaintiff's promissory note, submitted as part of the debt discharge package, legally fulfilled Plaintiff's obligation, constituting valid consideration under commercial law.

#### 11. Banker's Acceptance – Definition and Legal Concept

- **Relevant Concept:** Banker's acceptance refers to a creditor's agreement to accept an alternative form of payment, such as a non-cash instrument, to satisfy a debt.  
"Banker's acceptance is a financial arrangement whereby the creditor accepts an alternate form of payment, including non-cash securities, thus satisfying the debt as legally settled."
- **Application:** By retaining the promissory note and issuing a 1099-C, Defendant effectively accepted the discharge as final payment, functioning as a banker's acceptance of Plaintiff's offer of settlement.

#### 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  
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Authorized Representative  
Date: 11/5/2024

## Certificate of Service

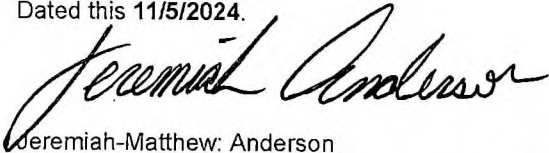
I hereby certify that on this **11/5/2024**, a true and correct copy of the **Complaint for Replevin and Notice of Secured Interest** was served on the defendant by certified mail (USPS) addressed to:

### Westlake Financial Services

4751 Wilshire Blvd #100

Los Angeles, CA 90010

Dated this 11/5/2024.

A handwritten signature in black ink, reading "Jeremiah-Matthew Anderson". The signature is written in a cursive, flowing style.

Jeremiah-Matthew: Anderson

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Authorized Representative

3634 Watermelon Lane

New Smyrna Beach, FL 32168