

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
110 SOUTH TAMARIND AVENUE
WEST PALM BEACH, FL 33401

CASE NO. 4D2023-2636
LT CASE NO. COSO-23-002216

CURTIS UNDERWOOD, JR.

Appellant,

vs.

PROGRESS RESIDENTIAL BORROWER 7 LLC,

Appellee.

INITIAL BRIEF

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STATEMENT OF THE CASE AND FACTS

Appellee's Complaint for Eviction filed April 3, 2023, conclusory alleged Appellant failed to pay March rent, Appellant refused to pay rent or deliver possession, that all conditions precedent had been performed or occurred, and claimed entitlement to summary procedure provided in § 51.011, Fla. Stat. Importantly, complaint failed to allege with specificity and particularity dollar figure for rent claimed owed (R. 9-10).

Appellant's timely response *Defendant's Answer(s) To Complaint, Motion For Evidentiary Hearing To Determine Amount(s), Affirmative Defenses, Request For Mediation, And Demand For Jury Trial* (R. 50-54) filed April 19, 2023 alleged relevant fact, procedure, law, and affirmative defenses, including: that Appellee concocts schemes to impede the lease agreement, instigate conflict, and profiteer from illegal fees and late charges; initiates wrongful eviction proceedings for profit, leverage, to legitimize and conceal their own wrongdoing; breached the lease agreement by unilateral obstruction of "online payment" method agreed upon in the lease; response asserted various affirmative defenses, specifically alleged payment/satisfaction and cited 83.56(5)(a); and requested preliminary evidentiary hearing to determine amounts due, if any (R. 50-54).

At trial September 19, 2023, counsel stated "my client received a payment for 10,179. There was a three-day notice on March 9th indicating it was supposed to be 10,219," (R. 169). The record indicates Appellee, and counsel, pursued eviction over total *claimed* discrepancy of forty dollars (\$40.00). The record indicates that forty-dollar difference represents "Posting Fee for Demand Letter as of 09 Mar 202" (R. 99, 112)

unilaterally billed to account on March 9, 2023. Assistant Portfolio Operations Director Doris Chandler had represented the lower \$10,179 amount as “complete ledger” by an email to Appellant, at 9:43am, that very same day, March 9, 2023 (R. 116).

Appellants’ answers alleged Appellee made conflicting demands and materially misrepresented the amounts, that three-day notice was inaccurate and itself evidence of dispute as to amounts (R. 50). Appellant supported substantive pleading with additional information and documentation, filing Exhibits (R. 55-65). Appellant’s exhibits were contemporaneously filed with Appellant’s answer, but rejected by the clerk of the lower tribunal, corrected filing Notice of Filing Exhibits docketed April 24, 2023 (R 55-65).

Appellee admitted knowledge that three-day notice amount was inaccurate, by email from Portfolio Operations Director Aysoltan Higgs dated April 13, 2023 (R. 61): “However, it (sic) like we gave you two credits the same day, which may have lowered your amount owed to us.” In fact, the record indicates, according to Appellee’s own records, that as of March 10, 2023, the rent amount claimed owed was only \$10,024.03.

The “Residential Lease” Section 4.3 “Procedure for Making Payments” sets forth rent “may be paid” (a) “through Landlord’s online payment portal (R. 13). Appellant alleged Appellee’s unilateral obstruction and failure to accept agreed upon “online payment” method constituted initial breach of the agreement, unclean hands (R. 51) which precluded action for non-payment and supported that assertion with fact pleading and exhibits (R. 63).

The record is replete with Appellant’s pleadings, defensive motions, supporting documentation and information, requesting the court hold required preliminary evidentiary hearing(s) to adjudicate the amounts, inaccurate deficient notice, consider conditions precedent, initial breach, unclean hands, other procedural issues, questions of law, and affirmative defenses, any of which would have been dispositive of the action, and cited various relevant case authority (R. 50, 55, 68, 97, 122, 138, 140, etc.).

On April 27, 2023, the court ex parte denied Appellant’s *Motion to Determine Rent* and required Appellant to pay into the registry, without hearing (R. 66-67). Order entered findings answers and motion to determine rent “contains only the assertion that the Defendant disagrees in the amount of rent owed and provides no supporting documentation or further information for that assertion” (R. 66).

The record reflects no preliminary hearings of any sort were ever held, and self-represented Appellant’s various filings and defensive motions were ignored, remained unheard and undisposed prior to trial (R. 55, 68, 97, 122, 140, etc.).

Transcript of final hearing September 19, 2023 (R. 164-184) reflects Appellant was never provided reasonable opportunity to be heard, given no opportunity to present argument, testimony, or evidence, offer rebuttal, or substantively participate in the proceedings at all, aside from imploration toward settlement (R. 179). Appellant’s attempt to contemporaneously object was rebuffed (R. 170).

Final Order of Dismissal entered September 19, 2023, ruled dismissal without prejudice based on findings Appellee failed to comply with requirements of § 83.56(5)(a)

Fla. Stat. (2023) following acceptance of what Appellee *claimed* to be “partial payment” in amount of \$10,179, supposedly deposited April 24, 2023 (R. 141-143).

Appellant timely filed Motion for Rehearing/New Trial on September 24, 2023, reiterated substantive argument, case authority, and preserved previous and further objections as discussed herein (R. 144-156). Motion for Rehearing denied October 3, 2023 (R. 157), from which Appellant takes this appeal.

Pursuant Order of The Court dated November 2, 2023, “The jurisdiction of this court was invoked by filing of a Notice of Appeal in the lower tribunal.”

Appellant has standing, the controversy herein is sufficiently adverse and real, citing *Save Anna Maria v. Dep. of Transp*, 700 So. 2d 113 (Fla. 2d DCA 1997), quoting *State Rd. Dep't of Florida v. Zetrouer*, 105 Fla. 650, 652, 142 So. 217, 218 (Fla. 1932): "The mere fact that a litigant secures a judgment in his favor does not necessarily mean that there may not be some aspect of said judgment at which he would be aggrieved and which would present grounds for review by an appellate court." See *Katz v. Red Top Sedan Serv., Inc.*, 136 So.2d 11 (Fla. 3d DCA 1962). Additionally, Florida decisions that might become moot, do not destroy the court’s jurisdiction when the questions are of great public importance or are likely to recur. *Enterprise Leasing Co. v. Jones*, 789 So. 2d 964 (Fla. 2001).

SUMMARY OF THE ARGUMENT

The court's compounding errors constitute fundamental departure from the essential elements of law such that destroyed fairness of the entire proceedings. Appellant seeks reversal and remand, further proceedings, and new trial, for more complete and correct adjudication, specifically fact findings as to the unfounded, invalid, deficient, abusive and unenforceable inherent nature of the initial complaint.

Appellee and counsel abuse the judiciary, knowingly flood the docket with contrived, frivolous, duplicative eviction actions they know to be meritless and unenforceable. Appellee and counsel abuse the judiciary as their own private collection agency, exploit statutory procedure as undue leverage to coerce payment of illegal, extra-contractual fees and secure unconscionable agreements from vulnerable customer populations, under color of law, and threat of unjustified legal action.

Appellant anticipates subsequent litigation. Correct adjudication of this matter, i.e. findings of initial determination of wrongdoing, the knowing insufficiency of the initial complaint, is a condition precedent and essential element of anticipated further litigation.

The court: failed due process; refused to consider self-represented litigant's filings; failed to hear all defensive motions prior to trial as required by summary procedure; failed to hear motion to dismiss prior to trial; erred in allowing matter proceed to trial with motions pending that might have affected party's right to proceed to judgment i.e. at least: statutory waiver of right to action, acceptance of full payment/satisfaction of claim, insufficiency of notice, failure to terminate lease; erred in clearly erroneous assessments;

prematurely misapplied statutory requirements; failed to consider conditions precedent; ex parte denied self-represented litigant's motions without opportunity to be heard; failed to administrate the action stare decisis; erred in avoidance of fundamental issues of the dispute; failed to provide opportunity to be heard at trial; failed to rule with finality, etc.

The record reaches this court replete with errors of essential elements such that Appellant languished in months of needless litigation, deprived of due process rights to fair trial, victim of prejudice and manifest injustice, wrongly placed under threat of default by knowing misconduct; and the ultimate result neglected to adjudicate the fundamental issue: frivolous, abusive nature of the complaint, Appellee and counsel's willful seeking unlawful, unenforceable relief, they knew was unsupported in fact or law.

The questions of statutory authority, waiver, and conditions precedent conceptually with RSG, LLC v. Lenet, 107 So. 3d 1187 (Fla. 3d DCA 2013): "In the present case, however, there is a horse before that cart - the issues relating to (a) the satisfaction or waiver of the express conditions precedent, and (b) the sharp factual dispute..."

The questions respectfully submitted:

1. Whether trial court's compounding errors violated Appellant's due process rights;
2. Whether trial court's compounding errors represent fundamental departure from the essential requirements of the law, such that Appellant was deprived of fair trial;
3. Whether trial court erred in failure to provide reasonable opportunity to be heard;
4. Whether trial court erred in refusing to consider self-represented litigant's filings;

5. Whether trial court erred in failure to hear all defensive motions prior to trial, as required by summary procedure;
6. Whether trial court erred in failure to hear defensive motions that alleged failure to state cause of action, prior to trial;
7. Whether trial court erred in proceeding to judgment with motions pending which might have affected parties' right to proceed i.e. waiver of right to bring action;
8. Whether trial court erred in proceeding to judgment with motions pending which might have affected parties' right to proceed i.e. whether payment \$10,179 constituted full or partial payment;
9. Whether trial court erred in failure to correctly apply finality to accepted payment, pursuant § 83.56(5)(a), Fla. Stat. (2023);
10. Whether trial court erred in oral pronouncement which misapprehends and misstated the law i.e. finality of acceptance of \$10,179 payment;
11. Whether trial court erred in oral pronouncement that conflicts with subsequent written order;
12. Whether trial court's error in that oral pronouncement, constituted an improper delegation of a nondelegable judicial task;
13. Whether trial court erred, as matter of law, in failing to hold preliminary evidentiary hearing on Appellant's timely motion to determine rent;
14. Whether trial court erred, as matter of law, in ex parte denial of Appellant's motion to determine rent;

15. Whether trial court erred in findings clearly erroneous assessment of the evidence, in denial of Appellant's motion to determine rent;

16. Whether trial court erred in premature application of § 83.60, Fla. Stat. (2023), requiring payment into the registry, without hearing;

17. Whether adequacy of motion to determine rent § 83.60, Fla. Stat. (2023) is subject ex parte disposal on the merits, or pure question of procedural sufficiency;

18. Whether trial court erred in proceeding to judgment with motions pending which might have affected parties' right to proceed, i.e. failure to consider conditions precedent;

19. Whether the court erred in repeated failures stare decisis, failure to administer and adjudicate this matter, in accordance with relevant case authority;

20. Whether trial court erred in failure to consider preliminary matters dispositive of the matter i.e. inaccurate, deficient three-day notice;

21. Whether trial court erred in failure to consider preliminary matters dispositive of the matter i.e. failure to terminate the lease agreement;

22. Whether trial court erred in failure to dismiss WITH prejudice, given finality and unrecoverable nature of that same noncompliance alleged in the complaint;

23. Whether this court ought consider standard "Form" for Answer to Tenant Eviction; and/or Motion to Determine Rent; consider initiating process to establish standard "Checklist" or "Certification" or required findings, etc. to ensure lawful administration of tenant evictions and protect the rights of self-represented litigants;

24. Whether this Court within its own discretion and substantial administrative authority ought establish precedent, construct or initiate review of additional mechanisms of rule, required findings, tests of law, certificate of compliance, additional mandatory notification(s) to defendants, or other construction of law or procedure which might better enforce existing statutory framework(s), ensure stare decisis and essential fairness, and protect the rights of self-represented litigants.

STANDARD OF REVIEW

The issues present mixed question(s) of fact and law, subject to de novo review.

Whether a trial court has complied with the guarantees of due process is subject to de novo review. *Dept of Revenue ex. Rel. Poynter v. Bunnell*, 51 So. 3d 543, 546 (Fla. 1st DCA 2010).

The issues present pure questions of law, reviewed de novo, related application of at least, § 51.011, Fla. Stat. (2023); § 83.55, Fla. Stat. (2023); § 83.56, Fla. Stat. (2023); § 83.59, Fla. Stat. (2023); § 83.60, Fla. Stat. (2023). Where statute is clear, courts consider the statute's plain and ordinary meaning unless it leads to an unreasonable result or a result clearly contrary to legislative intent. See, *State v. Burris*, 875 So. 2d 408 (Fla. 2004); *Lee County Elec. Coop., Inc. v. Jacobs*, 820 So.2d 297, 303 (Fla. 2002).

Whether the trial court applied the correct legal standard is subject to de novo review. See *Nelson Tree Serv. Inc. v. Gray*, 978 So.2d 198, 201 (Fla. 1st DCA 2008).

Additionally, the standard of review for the factual findings is whether the findings are supported by competent, substantial evidence. *Stephens v. State*, 748 So. 2d 1028,

1031 (Fla. 2000). Competent substantial evidence is enough evidence to permit a rational trier of fact to reach the conclusion that was reached. *Boyd v. State*, 910 So. 2d 167 (Fla. 2005). The record contains various errors and inconsistencies of fact, evidence, and procedure, reviewed for abuse of discretion. While this court might be disinclined to disturb final order under deferential evidentiary standards of review, questions of pure law exist which subject ultimate ruling to de novo review, with primacy over factual questions which might otherwise appear to justify the decision, based on the record.

ARGUMENT

The questions presented, and related argument:

I. Due Process

A. Opportunity to be Heard

1. Whether trial court compounding errors violated Appellant's due process rights;
2. Whether trial court's compounding errors represent fundamental departure from the essential requirements of the law, such that Appellant was deprived of fair trial;
3. Whether trial court erred in failure to provide reasonable opportunity to be heard;

"No person shall be deprived of life, liberty or property without due process of law,"... see, Art. I, §9, Fla. Const.

As preserved by argument and written objection (R. 144-156) "The court refused defense any opportunity to present, whatsoever, to make argument of any sort, factual, legal, or procedural, no opportunity to give or elicit testimony, enter evidence, or

participate in any meaningful way, at any stage of the proceedings.” (R. 144, 145). “The court’s error(s) and abuse of discretion undoubtedly prejudiced Defendant’s defense of Plaintiff’s sham wrongful eviction.” (R. 145).

The constitutional guarantee of due process, "which extends into every proceeding, requires th[at] the opportunity to be heard be full and fair, not merely colorable or illusive." See *Edelman v. Breed*, 836 So.2d 1092, 1094 (Fla. 5d DCA 2003) (quoting *Pelle v. Diner's Club*, 287 So.2da 737, 738 (Fla. 3d DCA 1974).

Quoting *Crawford v. Grubb*, 337 So. 3d 521 (Fla. 2d DCA 2022): “It should go without saying that due process requires that a defendant in a civil action must receive notice and a reasonable opportunity to be heard before suffering a judgment. *Pro-Art Dental Lab, Inc. v. V-Strategic Grp., LLC* , 986 So. 2d 1244, 1253 (Fla. 2008); *Hutchison v. Chase Manhattan Bank* , 922 So. 2d 311, 315 (Fla. 2d DCA 2006).” Appellant did not receive those rights; even refused the ability to contemporaneously object (R. 170).

Burch v. City of Lakeland, 891 So. 2d 654 (Fla. 2d DCA 2005), quoting *Dept of Law Enforcement v. Real Prop.*, 588 So.2d 957, 960 (Fla. 1991): “Procedural due process under the Florida Constitution guarantees to every citizen the right to have that course of legal procedure which has been established in our judicial system for the protection and enforcement of private rights. It contemplates that the defendant shall be given fair notice and afforded a real opportunity to be heard and defend in an orderly procedure, before judgment is rendered against him.” *State ex rel. Gore v. Chillingworth*, 126 Fla. 645, 171 So. 649, 654 (Fla. 1936).

VMD Fin. Servs., Inc. v. CB Loan Purchase Assocs., LLC , 68 So. 3d 997, 999 (Fla. 4d DCA 2011): “VMD and BPS were completely denied the opportunity to defend their interests in the property... Thus, entry of the final judgment of foreclosure was error because it adjudicated the rights of VMD and BPS without allowing them the opportunity to defend their interests. See, e.g., Morrioni v. Peeples, 872 So.2d 366, 367 (Fla. 2d DCA 2004)”

The legitimacy of the courts depends on fairness and equal treatment under the law. The proceedings were administered, on the whole, as if the entire action were a one-way street. The court’s apparent disregard for Appellant’s filings and right(s), contravention of clear requirements of law and procedure, pervasive throughout the proceedings, is troubling such that warrants reversal, and deserving of comment from this court.

B. Right to Filings Accepted and Considered

4. Whether trial court erred in refusing to consider self-represented litigant’s filings;

Singh v. Kumar 234 So.3d 1, 3 (Fla. 4th DCA 2017): “The rules promulgated by our supreme court specifically allow a pro se filer to submit filings to the “court.” A pro se filer who complies with the rule is entitled to have the filing accepted by the court.” With Greenwood v. Nicklaus , 527 So.2d 964 (Fla. 5th DCA 1988); Kidder v. Hess , 481 So.2d 984, 986 (Fla. 5th DCA 1986); Blatter v. D.N. Suyte, Inc. 359 So. 3d 1200 (Fla. 4d DCA 2023); Goodman v. Joffe, 57 So. 3d 1001 (Fla. 4d DCA 2011).

Appellant submits question to this court: Whether trial court's duty to accept and hear self-represented litigants filings and motions extends prior to any final disposition; especially important under Summary Procedure where a) the dispute is already subject to expedited process and b) requires hearing of all defensive motions.

A trial court ought not simply excuse itself from operation of law; choose to ignore one side or the other, and independently refuse to hear or consider defensive motions. Notably, even when finally adjudicated at trial, the court further refused Appellant reasonable opportunity to be heard; factual, legal, fundamental error the ultimate result.

As preserved by argument and written objection in Appellant's Defendant's Motion for Rehearing (R. 144-156) the due process error(s) are obvious, extensive, radically prejudicial Defendant, held fundamental effect on outcome and the merits, and constitute fundamental departure from essential requirements of law (R. 144).

The cumulative error presented on this record justifies the conclusion that appellant was deprived of fair trial. *Royster v. State*, 643 So. 2d 61 (Fla. 1d DCA 1994).

II. Summary Procedure § 51.011, Fla. Stat. (2023)

A. Failure to Hear All Defensive Motions § 51.011(1), Fla. Stat. (2023)

5. Whether trial court erred in failure to hear all defensive motions prior to trial, as required by summary procedure;

§ 51.011(1), Fla. Stat. (2023) sets forth, "All defensive motions, including motions to quash, shall be heard by the court prior to trial."

The court erred as a matter of law when it proceeded to judgment with motions pending that may have affected the plaintiff's right to proceed. The court erred in failure to hear all defensive motions, prior to trial.

Hearing of pre-trial defensive motions, no doubt would have promptly disposed of the matter upon any number of satisfactorily raised preliminary issues and questions of fact and procedure, including amounts, waiver of right to action, conditions precedent, etc. Error compounded from refusal to accept and hear self-represented litigants' filings.

B. Failure to State Cause of Action Fla. R. Civ. P. 1.140(b)(6)

6. Whether trial court erred in failure to hear defensive motions which alleged failure to state cause of action, prior to trial;

§ 51.011, Fla. Stat. (2023) sets forth, "Rules of procedure apply to this section except when this section or the statute or rule prescribing this section provides a different procedure." Pursuant Fla. R. Civ. P. 1.140(d) "The defenses 1 to 7 in subdivision (b) of this rule, "must be heard and determined before trial on application of any party..."

The court erred in that it was required to hold preliminary hearing to adjudicate and dispose of repeatedly asserted defense of failure to state cause of action before proceeding to trial, pursuant Fla. R. Civ. P. 1.140(b)(6); propounded within, at least: *Defendant's Answer* (R. 50-54), *Renewed Motion to Determine Rent* (R. 68-86), *Motion to Dismiss* (R. 97-121), *Motion for Reconsideration* (R. 122-137), *Motion to Dismiss* (R.140).

As preserved by argument and written objection in Appellant's *Defendant's Motion for Rehearing* (R. 144-156) "Motion to Dismiss was proper remedy, the case not yet at issue for trial, due court's failure to hold preliminary evidentiary hearing(s)." (R. 145). Appellant made every effort to assist the court in following procedure, even noticing defensive motions to be heard on the day, before proceeding to trial.

The statutory basis for sufficiency of the complaint was satisfactorily raised by procedural defensive motion as allowed by summary procedure. *Woolzy v. Government Emp. Ins. Co.*, 360 So. 2d 1153 (Fla. 3d DCA 1978) "Such a finding went to the statutory basis for the cause of action which appellants attempted to assert. In this posture, we feel that a question of law was presented to the trial court which it properly resolved adverse to appellants. See Fla.R.Civ.P. 1.140(b)(6)." The court erred in not hearing the motions.

III. Interpretation and Application of 83.56, Fla. Stat. (2023)

A. Waiver of Right to Action § 83.56(5)(a), Fla. Stat. (2023)

7. Whether trial court erred in proceeding to judgment with motions pending which might have affected parties' right to proceed, i.e. waiver of right to bring action;

The dispute, generally, centered around Appellant's payment in amount of \$10,179. Appellant plead and repeatedly moved the court, said payment constituted full payment, which waived Appellee's right to proceed to judgment pursuant § 83.56(5)(a), Fla. Stat. (2023). Final Order of Dismissal (R. 141-142) ruled that payment \$10,179 represented partial payment, and drew the distinction that payment accepted – *after the filing of this action*.

Whether full payment issued, received, or accepted prior to or after filing of the action, is not expressly contemplated within § 83.56(5)(a), Fla. Stat. (2023).

Appellant propounds that question of interpretation of statute to this court:

Does acceptance of full payment waive plaintiff's right to proceed to judgment? And how does waiver interact, apply or not, during pendency of the action?

Appellant argues § 83.56(5)(a), Fla. Stat. (2023) waiver to action applies *after* filing, during pendency of action, all the same as *prior* to action. Acceptance of full payment/satisfaction of the claim constitutes waiver of right to action and logically precluded landlord from proceeding to judgment. After all, satisfaction of the full deprivation at issue ought render the claim, and controversy, moot. Proceeding to judgment to rule on relief for a claim already fully satisfied, is an absurd result.

As preserved by argument and written objection (R. 144-156) "Plaintiff waived right to civil action, in this matter." (R. 149). The eviction claim was not rightly at issue for judgment, the court erred in failure to consider if Appellee had accepted "full payment" as matter of law, was barred from proceeding the claim to judgment (R. 149).

Appellant argues this conclusion of law applies not only to default judgment, with *Singh v. Kumar*, 234 So.3d 1, 3 (Fla. 4d DCA 2017) etc. but extends further to any final disposition; especially important under Summary Procedure where a) the dispute is already subject to expedited process and b) requires hearing of all defensive motions.

Appellant filed an extensively plead motion on the issue (R. 97) with relevant case authority, which went ignored, remains unheard and undisposed. Further, the record here

reflects that subsequent final trial held was not full and fair, and contained no consideration of the sharp question of fact fundamental to the controversy at issue.

Justice would be best served with explicit requirement of case precedent, that proceeding to final judgment with unheard motion(s) for determination of statutory waiver pending, is error. Similar Fla. R. Civ. P. 1.140(b)(6), the question as moved for by Appellant mixes fact and law, speaks to statutory construction of procedure appropriate for motion to dismiss. Waiver § 83.56(5)(a), Fla. Stat. (2023) as creature of the court's statutory authority, ought precede final trial for defense on merits of defendants' answers.

B. Full or Partial Payment § 83.56(5)(a), Fla. Stat. (2023)

8. Whether trial court erred in proceeding to judgment with motions pending which might have affected parties' right to proceed, i.e. whether payment \$10,179 constituted full or partial payment;

The court erred in sua sponte acceptance of Appellee's one-sided presentation of the facts whether \$10,179 represented partial payment. The record is replete with fact pleading, motions, and substantial credible evidence provided by Appellant that payment \$10,179 in fact exceeded the full amount of March rent (imprecisely) claimed owed.

Appellant repeatedly alleged counsel was aware claim had been satisfied in full, including as confirmed by ledger of charges which was *provided by counsel* (R. 70 #22) that payment \$10,179 in fact exceeded the accurate full amount (R. 99 #21; 106, 112).

The court acknowledged this sharp question of fact remained unsettled and still in dispute, undetermined even following conclusion of trial, "In light of the partial payment

- - or I guess it's the plaintiff's position that there was a partial payment. In any case... respectfully, I'm going to dismiss the complaint at this time." (R. 180-181).

The court erred in sua sponte ruling, having failed to hold any preliminary hearing on amounts, as required by statute and summary procedure; failed to hear case on the merits as alleged by defensive motions, within at least: Defendant's Answer (R. 50-54), Renewed Motion to Determine Rent (R. 68-86), Motion to Dismiss (R. 97-121), Motion for Reconsideration (R. 122-137), Motion to Dismiss (R.140).

As preserved by argument and written objection in Motion for Rehearing (R. 144-156) "The distinction is fundamental to the merits of the complaint, and defenses, and the court taking the "easy out" avoidance of same, inaccurate ruling dismissal for procedural failure, is abdication of the court's duties to the dispute; an abuse of discretion." (R. 147).

C. Finality of Acceptance § 83.56(5)(a), Fla. Stat. (2023)

9. Whether trial court erred in failure to correctly apply finality to accepted payment, pursuant § 83.56(5)(a), Fla. Stat. (2023);

10. Whether trial court erred in oral pronouncement which misapprehends and misstated the law i.e. finality of acceptance of \$10,179 payment;

The court ruled payment \$10,179 was "accepted" finding same was not timely returned to tenant, yet erred with oral pronouncement of ruling that Appellee could "refile" and "decide" "how they proceed." Appellant argues the court's ruling payment \$10,179 was accepted ought have finality and force of law, such that Appellee lost option to how to proceed regarding that amount.

THE COURT: ...“And if you choose to refile it, as long as it’s done properly, then obviously, that is the plaintiff’s prerogative” (R. 178). “I do understand, and I want both of the defendants to understand, that this does not preclude the plaintiff from refiling this action so long as they do that appropriately and properly pursuant to statute.” (R. 181).

Appellant argues to the contrary, of course, the court’s ruling payment of \$10,179 accepted, does absolutely preclude refiling of - *this action*. March rent was the only noncompliance claimed in the complaint. The court notably failed to ever hold any evidentiary hearing on the amounts, and never heard from Appellant on what amount actually constituted claim of “March” rent that the complaint alleged owed.

Appellant inquired if Appellee would be “returning the prior payment that they’re now holding?” The court replied, “that’s all going to depend-- that will all depend on how they decide to proceed.” (R. 182-183).

As preserved by argument and written objection (R. 144-156) the distinction holds a material difference, the court’s open-ended pronouncement carries harm, in light of discussions in the record as to Appellee’s intent to “refile” for damages (R. 180-181); and surely this issue lies at the heart of the law of the case; in anticipation of further litigation.

Appellant submits the question to this court, interpretation of § 83.56(5)(a), Fla. Stat. (2023): Whether ruling on landlord’s acceptance of the noncompliance alleged in the complaint carries finality, that landlord loses option to later allege same non-compliance?

Appellant argues that is the plain reading of § 83.56(5)(a), Fla. Stat. (2023), acceptance equals finality; it no longer depends on how a party decides to proceed.

D. Oral Pronouncement Inconsistent with Written Order

11. Whether trial court erred in oral pronouncement that conflicts with subsequent written order;

12. Whether trial court's error in that oral pronouncement, constituted an improper delegation of a nondelegable judicial task;

Appellant argues determination of application § 83.56(5)(a), Fla. Stat. (2023) is a nondelegable judicial task. The court ruled payment \$10,179 accepted; thereafter granting party option to decide how to proceed regarding same, disappoints the court's authority. Appellant finds little in way of distinct authority in this context, and invites precedent from this court.

In this case, the ultimate ruling, written order, and the court's oral pronouncement are each in their own way(s) flawed and inconsistent, misstate or frustrate the law; such that reversal and instruction is warranted.

The court's oral pronouncement conflicts with statute and ensuing written order. This case appears to present first impression with particularity of the question and subject matter, with *Johansson v. Johansson*, 348 So. 3d 1153 (Fla. 4d DCA 2022), Appellant invites this court expound on consideration of the overlapping issues presented here, with *Soldatich v. Jones*, 290 So. 3d 497, 500 (Fla. 4d DCA 2020); *Cappola v. Cappola*, 280 So. 3d 102, 104 (Fla. 4d DCA 2019); *Glick v. Glick*, 874 So. 2d 1238, 1241 (Fla. 4d DCA 2004).

IV. Motion for Hearing to Determine Rent § 83.60, Fla. Stat. (2023)

13. Whether trial court erred in failing to hold preliminary evidentiary hearing on Appellant's timely motion to determine rent;

14. Whether trial court erred, as a matter of law, in ex parte denial of Appellant's motion to determine rent;

15. Whether trial court erred in findings clearly erroneous assessment of the evidence, in denial of Appellant's motion to determine rent;

16. Whether trial court erred in premature application of § 83.60, Fla. Stat. (2023), requiring payment into the registry, without hearing;

17. Whether adequacy of motion to determine rent § 83.60, Fla. Stat. (2023) is subject ex parte disposal on the merits, or pure question of procedural sufficiency;

The court erred when it implicated enforcement § 83.60, Fla. Stat. (2023) and required Appellant to pay into the registry, without a hearing (R. 66-67). The court erred as a matter of law when it ex parte denied Appellant's motion to determine rent, without holding any preliminary hearing on the amounts.

Ramirez v. Lopez, 357 So. 3d 1281 (Fla. 3d DCA 2023), stated the court: "should have set Tenant's motion to determine rent for an evidentiary hearing to resolve the disputed issue of how much rent Tenant should have deposited into the court registry."

The order that denied motion to determine rent entered findings Appellant's filings "contains only the assertion that the Defendant disagrees in the amount of rent owed and

provides no supporting documentation or further information for that assertion” (R. 66). That finding is clearly erroneous, objectively incompatible with evidence in the record.

Appellant by any reasonable standard, extensively plead facts, alleged defenses, and entered information and documents which constituted substantial credible (if not clear and convincing) evidence that disputed the amount of rent owed (R. 50-65).

Appellant extensively plead allegations of fraud, fraud in the inducement, coercion, and extortion, included line items and amounts of extra-contractual, illegal fees improperly included in the claim of rent owed; with specific citations to exhibits and supporting information and documentation.

Importantly, Appellant’s answers and motion to determine rent clearly asserted affirmative defense of payment, at least five (5) distinct times (R. 50, #4; 50 #6; 51 #13; 51 #15; 51 #16). Troublingly, the court found “no supporting documentation or further information” to dispute the amounts, despite Appellant’s Exhibit C plainly setting forth Appellee’s knowledge that the three-day notice was inaccurate (R. 61).

Appellant treads lightly, but suffice to say it strains credulity, any reasonable jurist could earnestly review Appellant’s answers and incorporated motion to determine rent, and exhibits, and arrive at the conclusion set forth in the court’s order. Appellant argues timely submissions were more than satisfactory to entitle evidentiary hearing on amounts; the sufficiency of Appellant’s filings in that regard (R. 50-65) is beyond any reasonable dispute. The court’s written findings to the contrary, could only reach the record, in error.

Appellant repeatedly raised this issue to the court's attention and preserved the error, (R. 50-54, 68-86, 122-137). For reasons unknown, the court refused to adjudicate the sharp question of fact at heart of the dispute between the parties; fundamental error.

Appellant humbly submits the following questions: Whether a trial court is to consider the merits and likelihood of success of defensive claims within defendant's answers, motion to determine rent, and supporting information and documentation?

Is motion to determine rent subject to ex parte disposal upon the court's own independent review of its contents? Or, is the question of requirements of § 83.60, Fla. Stat. (2023) pure question of procedural sufficiency? And relatedly, does § 83.60, Fla. Stat. (2023) empower trial court to summarily rule ex parte upon defendant's motion to determine rent, without providing reasonable opportunity to be heard, or hold a hearing?

Appellant argues implication of evidentiary hearing to determine rent under § 83.60(2), Fla. Stat. (2023) is pure question of procedural sufficiency. The court was required to hold preliminary evidentiary hearing to determine amounts prior to ordering payment into the registry.

Appellant urges this court take the question a step further, in establishing precedent in this case, in effort to assist efficient administration in the trial courts: Should trial court be required to certify or otherwise document its consideration of the procedural requirements of statute, confirm conditions precedent, submit required findings, or otherwise submit certification of equity, prior to implicating § 83.60, Fla. Stat. (2023)?

It appears the court attempted to address the requirement to dispose of defensive motions, by ex parte denial of motion to determine rent. § 83.60(1)(a), Fla. Stat. (2022) sets forth payment to the registry “as alleged in the complaint or as determined by the court.” Neither of those conditions were provided to the defendant here; the complaint itself failed to state with particularity the amount claimed owed, and the court refused to hear Appellant’s motion to settle the question.

Kaufman v. High Seas, LLC, 4D2022-3023 (4d DCA Mar. 27, 2024): “He timely moved to determine rent, and the trial court did not strike the motion as procedurally barred. Thus, the trial court erred in entering an eviction judgment without first holding a hearing and ruling on the motion. See Jappa v. Master Lessee Mezzo, LLC, 346 So.3d 222, 223-24 (Fla. 2d DCA 2022) (“[B]ecause the record before this court indicates that Jappa filed her motion to determine the amount to be paid and request for hearing within five working days after she was served with the complaint, the trial court erred by entering a default final judgment without holding a hearing to resolve the disputed issues.”); Prince v. MCR Apts. 1, LLC, 326 So.3d 228, 228 (Fla. 3d DCA 2021) (holding tenant's pending motion for determination of rent precluded entry of the default final judgment of removal); Axen, 323 So.3d at 801 (holding that “the undisposed-of motion to determine rent precluded” judgment based on nonpayment).” Jones v. Reid, 358 So. 3d 494 (Fla. 3d DCA 2023) (Observing that the tenant's “affirmative defenses raised legal and equitable defenses, including a claim of retaliatory eviction”).

No doubt, Appellant’s cogent defense and subsequent written motions, stopped entry of default; however, failure to hold hearing remained a harmful error, Appellant languished for months under threat of wrongful eviction, reputational damage, etc.

This begs the question: How to prevent trial court from simply ignoring defendant’s filings, entry of evidentiarily erroneous orders? With, *McDuffie v. State*, 970 So. 2d 312 (Fla. 2007) (Holding that trial court "abuses its discretion if its ruling is based on an erroneous view of the law or on a clearly erroneous assessment of the evidence"); see *Hous. Auth.; City of Tampa v. Burton*, 874 So. 2d 6 (Fla. 2d DCA 2004) (Noting that a departure from the essential requirements of the law “has been held synonymous with a failure to apply ‘the correct law’”); *Heart of Adoptions, Inc. v. J.A.*, 963 So.2d 189, 199 (Fla. 2007) (Holding that a basic rule of statutory construction is that the Legislature does not intend to enact provisions that would render parts of a statute meaningless).

V. Conditions Precedent

A. Premature Application of § 83.60(2), Fla. Stat. (2023)

18. Whether trial court erred in proceeding to judgment with motions pending which might have affected parties’ right to proceed, i.e. failure to consider conditions precedent;

19. Whether the court erred in repeated failures stare decisis, failure to administer and adjudicate this matter in accordance with relevant case authority;

The court never determined sharp questions of fact as to conditions precedent. The complaint was always fatally flawed, frivolous and unenforceable, in fact or law.

Mitchell v. Dimare 936 So. 2d 1178 (Fla. 5d DCA 2006) (Defining a “condition precedent” as “[a]n act or event, other than a lapse of time, that must exist or occur before a duty to perform something promised arises”). Appellant responded with specificity and particularity defined Appellee’s failures, in accordance with Fla. R. Civ. P. 1.120(c).

The court erred in independent election to forgo subjecting the complaint, the claims, or Appellee to any moved for discernment of law or procedure. The court’s failure to conduct preliminary hearings as required on burden of proof to questions of conditions precedent, and advance the cause on the calendar, prejudiced, injured, and resulted in manifest injustice and miscarriage of justice § 59.041, Fla. Stat. (2023).

Meritless, unenforceable claims ought not pass completely untested by the court, for many months, through and including final trial, as was allowed to occur in this case.

Appellant finds ample support in the record that three-day notice was inaccurate and deficient, accepted payment \$10,179 always did constitute full satisfaction of the claim, and that landlord failed to terminate lease agreement prior to seeking eviction. The record supports the conclusion that the complaint, the cause, the entire case, never would have survived preliminary hearing on any defensive motions (assuming a fair hearing).

The conditions precedent are necessary to lawfully implicate the court’s statutory authority, the court’s power to “give effect” to sought relief. Baker v. Clifford-Matthew Inv. Co., 128 So. 827, 829 (Fla. 1930). These issues are expressly not jurisdictional, or affirmative defenses, but rather landlord’s obligations as matter of law to bring valid suit that “gives effect” to statutory constructions in the county courts. Clark v. Hiatt 495 So.

2d 773 (Fla. 2d DCA 1986): “By having brought suit for eviction in county court, Hiett became bound by the statutory provisions applicable to that proceeding. The three-day notice under section 83.20(2) was a condition precedent to relief. Since Hiett failed to give the three-day notice, the county court properly entered judgment against him. The circuit court departed from the essential requirements of law in holding otherwise.”

Conditions precedent, ‘precede’ and predate the suit, and proven satisfaction must likewise precede requiring the defendant to comply or submit to any institution of statutory procedure, such as application of § 83.60(2), Fla. Stat. (2023). As matter of law and simple equity; plaintiff seeking a civil court “give effect” to statutory relief must first *establish* the court’s statutory authority. Regard for conditions precedent *IS* due process.

Appellant argues further, taking that idea to its logical conclusion; the court ought not require compliance or participation from defendant, under any such statutory construction, prior to the court having *established* its statutory authority - by ruling - that conditions precedent were met. After all, mere allegation of conditions precedent, doesn’t make it so, in actual fact; much as an accused is innocent until proven guilty, mere allegation of statutory authority is just that, remains a mere allegation, until confirmed by order, upon sound adjudication.

The court’s failure and refusal to consider conditions precedent prior to application § 83.60, Fla. Stat. (2023) was error, premature and prejudicial, as matter of law, and conflicted with ample case authority. Appellant repeatedly objected, raised, and quoted *Frey v. Livecchi*, 852 So.2d 896 (Fla. 4d DCA 2003); *RSG, LLC v. Lenet*, 107 So. 3d

1187 (Fla. 3d DCA 2013); Axen v. POAH Cutler Manor, LLC, 323 So. 3d 800 (Fla. 3d DCA 2021); Heart of Adoptions, Inc. v. J.A., 963 So.2d 189, 199 (Fla. 2007); and Off Lease Only LLC v. Chariscar, 350 So. 3d 369 (Fla. 4d DCA 2022). Whether default subsequently resulted is immaterial to stare decisis, the requirement to hear and dispose of pending dispute of conditions precedent, waivers, etc. before ordered compliance § 83.60, Fla. Stat. (2023); the “horse before that cart.”

The court reached the self-evident conclusion of Appellee’s failure to comply with § 83.56(5)(a) Fla. Stat. (2023) with minimal judicial effort at trial. No doubt, the court would have found more correct, more complete grounds for swift disposition at hearing on abject failure of conditions precedent, fatally flawed, abusive nature of the complaint.

The record reflects failure to prosecute the claim, and failure to advance the cause on the calendar, for many months. This panel might see fit to ponder why? Upon information and belief, in direct experience of the proceedings, again treading lightly in all humility and all due respect, Appellant’s inescapable conclusion was other parties hoped the case would resolve upon procedural default, granting of unlawful relief, and ultimately result in wrongful eviction, in avoidance of adjudicating Appellant’s answers.

And so it would have been, undoubtedly the most likely outcome after premature requirement of § 83.60(2) Fla. Stat. (2023). If not for Appellant’s diligent efforts to litigate a cogent defense, many months under prejudice, dragged into court and forced to defend frivolous claims, prematurely required to pay the registry, and remained under ever-looming pressure and constant, coercive threat of default, and wrongful eviction...

B. Deficiency of Three-Day Notice

20. Whether trial court erred in failure to consider preliminary matters dispositive of the matter i.e. inaccurate, deficient three-day notice;

Accurate three-day notice is long held condition precedent to eviction action. The court's refusal to consider repeated claims and defenses to that effect, by preliminary evidentiary hearing, or at trial, was error.

"It therefore seems clear that unless there is a statute to the contrary, before a forfeiture clause for the non-payment of rent in a lease will be given effect, a legal demand for the amount due for rent must be made." *Baker v. Clifford-Matthew Inv. Co.*, 128 So. 827, 829 (Fla. 1930).

Appellant argues, "given effect" ought apply not only to mean an unfavorable ultimate ruling, judgment of possession, but bar claim from proceeding to judgment, for final disposition. After all, the ultimate question determined at trial will depend on the court's view of the facts, and probability (or likelihood) exists of unfavorable judgment against defendant at trial, even if ruling is error. A claim that fails to properly implicate statutory construction which grants the court's authority, should never make it to trial, especially in context of tenant eviction. No defendant should be prematurely placed at undue risk of an incorrect ruling, and ultimate result of wrongful eviction.

"The invalid notice could not be a predicate for an eviction action, which was the only action brought by the Landlord. For these reasons, the county court entered final

judgment in the Tenant's favor" Sharaka v. E&A, Inc. 135 So. 3d 428 (Fla. 2d DCA 2014).

The record supports the conclusion, "Three (3) Day Notice was inarguably deficient to support eviction claim, as a matter of law." (R. 148 #65). As preserved by argument and written objection (R. 144-156) "The court failed to hold preliminary evidentiary hearing on amounts and credits, as required by Chapter 83 FL Statutes." (R. 145); "...which would have led to accurate conclusion the complaint was willfully, fraudulently based on a purposefully and knowingly (sic) misrepresentation of the amounts..." (R. 147); "Three (3) Day Notice was inarguably deficient to support the eviction claim, as a matter of law." (R. 148); "...court refused to hear merits." (R. 149).

Appellant repeatedly alleged, ad nauseum, with specificity and particularity in accordance with Fla. R. Civ. P. 1.120(c), Appellee and counsel knew or should have known the complaint was not supported by material facts or law necessary to establish the claim or warrant relief i.e. three-day notice was inaccurate and deficient.

The court erred as matter of law in failure to hold preliminary hearing on amounts, to determine compliance with conditions precedent i.e. accuracy of three-day notice; and erred in allowing the case to proceed to trial without hearing defensive motions which would have been dispositive of the matter; error caused prejudice and harm to Appellant.

C. Deficiency of Complaint

21. Whether trial court erred in failure to consider preliminary matters dispositive of the matter i.e. failure to terminate the lease agreement;

“Similarly damning Plaintiff’s Three (3) Day Notice to deficiency, Plaintiff failed to provide notice of termination of the lease agreement prior to Three (3) Day Notice. And further, made no attempt to terminate lease prior to filing frivolous suit for eviction.” (R. 148). Appellant defined complaints failures, with specificity and particularity, in accordance with Fla. R. Civ. P. 1.120(c). The court erred as a matter of law when it proceeded to judgment with defensive motions pending that might have affected the plaintiff’s right to proceed, including repeated assertions of failure of conditions precedent i.e. failure to terminate the lease agreement prior to filing action.

VI. Dismissal With Prejudice

22. Whether trial court erred in failure to dismiss With Prejudice, given finality and unrecoverable nature of that same noncompliance alleged in the complaint;

The court’s pervasive error and failure to test the complaint for failures of fact, pleading, law and procedure, etc. unsurprisingly led the court to incomplete and inaccurate findings, and errant ultimate ruling.

Quoting, *Masser v. the London Operating Co.* 106 Fla. 474, 145 So. 72 (Fla. 1932):
“A dismissal without prejudice is generally proper wherever the case has been disposed of for a reason not reaching the merits, and it is probable that the plaintiff might be able

to make out a good case. 21 C. J. 639; Deem vs. Thomas, 51 Fla. 644, 40 So.2d 765; Meffert vs. Thomas, 51 Fla. 492, 40 So.2d 764.”

As discussed herein, the court abdicated its duties and responsibilities to hear the fundamental merits of the dispute, failed to consider and rule upon numerous defensive motions, failed to consider literally over dozen rightly raised preliminary matters and defenses including amounts, insufficiency of notice, intentionally deceptive nature of the claim, failure of conditions precedent, and failed to hear from Appellant at trial. In short, the court so repeatedly erred in avoidance of hearing the merits of the dispute, so as not to be informed on the premises, to even determine Appellee’s ability to make out a case.

Myers v. Highway 46 Holdings, L.L.C 65 So. 3d 58 (Fla. 5d DCA 2011): “There is simply a point in litigation when defendants are entitled to be relieved from the time, effort, energy, and expense of defending themselves against seemingly vexatious claims.” Dimick v. Ray, 774 So.2d 830, 833 (Fla. 4d DCA 2000) (quoting Kohn v. City of Miami Beach, 611 So.2d 538 (Fla. 3d DCA 1992). In this case, that point was before this case even started. Defendant never should have been forced to litigate any ‘defense’ at all...

Appellant requests remand for further proceedings and new trial; seeking written findings, full and final adjudication on the merits, upon rightful due process, and fair trial. Findings that Appellee’s complaint always was frivolous and deficient, that acceptance of full payment did and does indeed close *this action*, with complete and total finality, and explicitly designate Appellant in every way unequivocally the prevailing party, on the merits, such that warrants Dismissal With Prejudice.

VII. Administration

23. Whether this court ought consider standard “Form” for Answer to Tenant Eviction; and/or Motion to Determine Rent; consider initiating process to establish standard “Checklist” or “Certification” or required findings, etc. to ensure lawful administration of tenant evictions and protect the rights of self-represented litigants.

24. Whether this Court within its own discretion and substantial administrative authority ought establish precedent, construct or initiate review of additional mechanism of rule, require findings, test of law, certificate of compliance, additional mandatory notification(s) to defendants, or other construction of law or procedure which might better enforce existing statutory framework(s), ensure stare decisis and essential fairness, and protect the rights of self-represented litigants.

This case is a canary in the coalmine. The cold realities and larger issues readily apparent, and reasonably inferred, from the record in this matter, should be of grave concern to this court. The growing presence of corporate landlords in our state, and their knowing misconduct obvious herein, ought be cause for concern. These questions lie at the heart of the nature of our legal process, the essence of due process, and protection of right to peaceful enjoyment; which ought be jealously guarded by every American.

Appellant’s view is that questions of lawful administration in the eviction courts carry the weight of great public importance; given the relative prevalence of self-represented litigants, the already expedited nature of summary procedure, and grave irreparable harm inherent in the practice of removing families from their homes.

Appellant's sincere view is the minutia of each of these questions holds importance in the recurring application and the broader mechanisms of administration on this subject. Appellant submits the questions herein not to be pedantic, difficult, or otherwise waste time and resources of this, or any other court; but studious effort of engaged citizenry.

The courts, by rightful application of law, procedure, stare decisis ought protect litigants, especially self-represented litigants, from being subject to prolonged litigation of meritless, frivolous claims. Or worse, as the record in this case indicates, the courts must remain vigilant, and not allow corporate interests to hijack and exploit our public systems, manipulate statutory procedure, toward ultimate end of systemic prejudice, manifest injustice, granting themselves undue relief in contravention of law, and rights.

In *Fox v. Fox*, 262 So. 3d 789 (Fla. 4d DCA 2018), this court expounded a general theory of administration of the law, the idea that the court, trier of fact, the judge, ought be informed and knowledgeable of the law, and proper administration thereof, best of all. And while the questions in that case concerned required findings, later resolved with amendment to procedure, Appellant internalizes the broader judicial philosophy. The ultimate duty to rule and administer justice in accordance with the law, falls at the feet of the judiciary. And while litigants and counsel ought make honest effort to assist the court in accurate adjudication, the ultimate duty to just administration of the law, is the court's.

Appellant partially prevailed in this matter due only familiarity with procedure, devotion to truth, and attention to detail, navigated months of litigation and mounted partially effective defense, under constant threat of unlawful procedural default.

Notwithstanding the imbalance of power when coercive, meritless, frivolous proceedings brought by faceless corporation, through counsel; only by suffering prejudice against Appellant's "effort, energy, and expense" and realistically by luck, did the court's compounding errors not result in wrongful granting of unenforceable relief.

No doubt, countless numbers of individuals and families similarly situated, more vulnerable defendants not blessed with the resources and capabilities of Appellant, are not so lucky, and innocently fall prey, and victim, to unwarranted default, lose possession, or forced into unconscionable stipulated agreements which abuse their rights.

No doubt, as we speak, these issues are rampantly recurring manifest injustice; individuals, families, and children are ending up on the streets, unlawfully removed from their homes, through no fault of their own, quite simply falling victim to intentionally deceptive and exploitative business strategies and unethical motion practice; removed from their homes for failing to tender payment of illegal fees; subject to coercive, unlawful threat of unwarranted relief, their rights abused under color of law.

The eviction courts in this district, and elsewhere in our great state, are being abused, for profit; the judiciary itself manipulated as a weapon, unwitting accomplice to extortive collection practices, inequity, violation of rights, and perpetration of manifest injustice against the citizenry, by private interests...

Evil prevails when the good do nothing. The court ought not allow itself abused.

CONCLUSION

Appellant respectfully submits the ultimate decision of the lower tribunal conflicts with the authorities herein, such that warrants reversal and remand for further proceedings and new trial.

Appellant intends request this court take oral argument, issue written opinion, and certify issue of great public importance, upon forthcoming motion(s) and any subsequent related matters, that this court further explore argument and adjudication of these issues.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via e-mail, by way of e-service to:

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CERTIFICATE OF COMPLIANCE

WE HEREBY CERTIFY, pursuant to Fla. R. App. P. 9.210, to best of self-represented Appellant's knowledge and belief, this filing complies with applicable font, format, and word count limit requirements.

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