

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

MATTHEW WEISS,

CASE NO. 6:24-cv-2231-PGB-RMN

Plaintiff,

State Court Case No. 2024-SC-033773-O

v.

WESTLAKE SERVICES, LLC,

Defendant.

**DEFENDANT WESTLAKE SERVICES, LLC’S RENEWED MOTION FOR
ATTORNEY’S FEES, SANCTIONS, AND INJUNCTIVE RELIEF**

Defendant Westlake Services, LLC (“Westlake”), pursuant to 28 U.S.C. § 1651, 28 U.S.C. § 1927, and Rule 1 of the Federal Rules of Civil Procedure, moves the Court for an order for attorney’s fees, sanctions, and injunctive relief against Plaintiff Matthew Weiss (“Plaintiff”), and states:

I. BACKGROUND

Plaintiff commenced this action against Westlake by filing his Statement of Claim (“Complaint”) in the County Court of the Ninth Judicial Circuit in and for Orange County, Florida (“State Court”) on September 6, 2024. The Complaint alleges violation of the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227; the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692–1692p;

and the Florida Consumer Collection Practices Act (“FCCPA”), FLA. STAT. §§ 559.55–559.785. Westlake removed this action to this Court on December 6, 2024.

On December 3, 2022, Plaintiff entered into a Retail Instalment Contract and Security Agreement (“RIC”) for the purchase of a 2014 Dodge Charger bearing Vehicle Identification Number 2C3CDXAG3EH252404 (the “Vehicle”) from Orlando Car Depot LLC (the “Dealer”). Westlake financed Plaintiff’s purchase of the Vehicle. Plaintiff alleges that Westlake violated the TCPA during the servicing of the RIC “by using robo dial and ai technology to harass me on my cell after being told I am on the federal dnc and they need to add me to their internal dnc.” Compl. at 1. Plaintiff also alleges that “federal laws under the TCPA prohibit using robo dialers and ai. Especially to cell phones.” *Id.* Plaintiff seeks “statutory damages of \$1,500 per call, plus actual damages, punitive damages and legal fees for the multiple calls.” *Id.* Plaintiff alleges that “[t]hey are harassing to collect a debt they know is not valid and is from internal fraud to unjustly enrich themselves” in support of his FDCPA and TCPA claims. *Id.*

As discussed in greater detail in Westlake’s Motion to Dismiss [DE 18], the Complaint fails to state a claim under the TCPA and seeks improper damages. Plaintiff’s self-representation is not an excuse for failing to comply with basic pleading requirements, and his failure to allege sufficient facts rather than unsupported legal conclusions subjects his pleading to dismissal. Plaintiff’s self-

representation also does not excuse his purposeful failure to comply with the Court's Local Rules and its prior Show Cause Order [DE 19]. *See also* Email Correspondence, attached as **Exhibit A**, sent to Westlake after entry of the Court's Order of Dismissal at DE 20 (demonstrating Plaintiff's knowledge and disregard of the Court's Show Cause Order).

Plaintiff's actions in this case are not isolated. Plaintiff has a history of vexatious litigation against Westlake and other litigants, and his bad-faith litigation tactics, violent threats, and repeated disregard of court orders warrant a dismissal of this case *with* prejudice and sanctions. Since December 2023, Plaintiff has filed 86 lawsuits against various litigants, including Westlake.¹ This figure does not include the claims filed by Plaintiff in other forums (*e.g.*, AAA, JAMS). This is the sixth lawsuit Plaintiff filed against Westlake since January 2024, and the second lawsuit Plaintiff filed against Westlake alleging violation of the TCPA.

The prior lawsuit Plaintiff filed against Westlake under the TCPA was dismissed without prejudice after Plaintiff filed a Motion to Dismiss Without Prejudice shortly after Westlake removed the case to the Middle District of Florida. *See Weiss v. Westlake Services, LLC*, No. 6:24-cv-291-WWB-DCI, DE 19 (M.D. Fla. Mar. 7, 2024). The dismissal followed shortly after the Federal Court issued an Order to Show Cause why it should not dismiss the case for failure to prosecute and

¹ A list of cases filed by Plaintiff in the State Court is attached as **Exhibit B**.

order Plaintiff to pay the costs for Westlake’s counsel to appear at the March 5, 2024, hearing. *See Weiss v. Westlake Services, LLC*, Case No. 6:24-cv-291-WWB-DCI at DE 14 (M.D. Fla. March 7, 2024). The Court found that “Plaintiff is interfering with the prosecution of this case and cannot properly litigate his claims” by failing to comply with the Court’s instructions in providing a correct address. *Id.* Facing possible sanctions, Plaintiff filed a motion to dismiss, which the Federal Court construed as a notice of voluntary dismissal, resulting in the dismissal of that case without prejudice.

Plaintiff understands that the ongoing cycle of “file, dismiss, and refile” comes with defense costs to Westlake, and he has repeatedly taunted Westlake that it would only incur more such costs if it did not accede to his extortionate demands. *See* Email Correspondence, attached as **Exhibit C**. Plaintiff also recently filed a meritless lawsuit against the undersigned counsel alleging malicious prosecution² and has threatened harm to Westlake, its employees, and its counsel if it refuses to resolve his meritless claims. *See* Email Correspondence, attached as **Exhibit D**. Plaintiff has also repeatedly engaged in outrageous and uncivil communications directed to Westlake and its counsel. *See* **Exhibit E**. The improper intent and ulterior motive behind Plaintiff’s litigation against Westlake is clear from these

² County Court, No. 2024-SC-034064-O, captioned *Matthew Weiss vs. Pierre G. Mina et al.*, filed on September 12, 2024. A pretrial conference is scheduled in that case for February 6, 2025. However, Plaintiff has not effected service of process in that case as required by law.

communications. Plaintiff's strategy is to bully Westlake into paying him to settle meritless claims through the threat of endless lawsuits and arbitrations.

Plaintiff's communications to Westlake and its counsel go well beyond that which could be conceivably protected by any litigation privilege. Plaintiff has repeatedly threatened and insulted the undersigned personally, as shown by the sample of communications attached to this motion as **Exhibit F**. Plaintiff has not been deterred from exploiting the judicial system despite prior orders to show cause and awards of sanctions. This Court has the inherent authority to prevent abuse of the judicial system and should enter an order sanctioning Plaintiff and issue a temporary restraining order against him.

In addition to Plaintiff's prior TCPA action, Plaintiff filed the following cases in the State Court against Westlake:

- Circuit Court, Case No. 2024-CA-000300-O, captioned *Matthew Weiss v. Westlake Services LLC*, filed on January 11, 2024, alleging breach of an arbitration agreement;
- County Court, Case No. 2024-SC-003270-O, captioned *Matthew Weiss v. Westlake Services LLC*, filed on January 24, 2024, alleging breach of an arbitration agreement;
- County Court, Case No. 2024-SC-006367-O, captioned *Matthew Weiss v. Westlake Services LLC*, filed on February 13, 2024, alleging breach of an arbitration agreement; and
- County Court, Case No. 2024-SC-006418-O, captioned *Matthew Weiss v. Westlake Services LLC*, filed on February 13, 2024, alleging breach of an arbitration agreement.

Plaintiff filed motions to dismiss with prejudice in Case Nos. 2024-CA-000300-O and 2024-SC-003270-O on February 15, 2024. The latter case was dismissed with prejudice pursuant to an Order of Dismissal on February 26, 2024, and the former case was dismissed with prejudice pursuant to an Order of Dismissal on July 25, 2024.

Plaintiff also filed a motion to dismiss in Case No. 2024-SC-006367-O. There has been no summons issued or pretrial conference set in that case. The Statement of Claim filed by Plaintiff in that case is identical in all respects to the Complaint in this case.

The State Court dismissed Case No. 2024-SC-006418-O with prejudice on April 11, 2024, and reserved jurisdiction to consider and award sanctions, including, but not limited to, Westlake's reasonable attorney's fees and costs.

Throughout these and other proceedings, Plaintiff has engaged in offensive, abusive, and harassing communications toward Westlake, its counsel, and the Court. *See Ex. F.* These communications make clear Plaintiff is abusing the judicial system to extort Westlake and the undersigned counsel into paying to resolve meritless claims. These communications, which typically involve multiple invective-laden emails per day, also include attacks and threats directed at the undersigned personally.

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 10:12 AM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

i dont suppose anyone wants to negotiate before the next tcpa+breach+fcra+fcra breach are filed? I have over 20+ claims to keep us busy for years and more weekly by recording calls of violations admitted by customer service?

Also love how your motion has fraudulent misrepresentations saying i didnt attach the agreement when its been on the docket.

Will be filing a motion for sanctions, motion to compel payment of arbitration, and a bar complaint.

Also picking dates when you knew im on vacation with my terminal parents was a fucked up move and **you will personally pay for that.**

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 11:14 AM
To: Matt
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

James, are you able to have a call and consent to it being recorded so hopefully you dont lie and if you do its proof, and try to resolve this?

Clearly pierre mina, is a jew hating terrorist supporter who made it evidently clear and seems hell bent on scamming westlake for fees for motions full of fraudulent misrepresentations CLEARLY provable by evidence

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 10:18 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

James, **is pierre with the taliban, isis, al quida or a different cell targeting jewish americans?**

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 28, 2024 5:40 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Okay since counsel is absolutely ignoring EVERYTHING i will be calling in house counsel on their cell phones they provided me while it was in house. They will be extremely pissed their negligent **racist outside counsel** cost them getting the car back for free and also got them slapped a sanctions motion for fraudulent statements and lies in the frivolous motion filed which is easily provable on the record which is negligence and malpractice they can and should go after your firm for.

Your firm handled several cases for several defendants, all went smooth, all settled for \$20k-80k for defendants like this who are serial repeat offenders with 20+ cases.

Clearly James as owner of the firm rather scam and bleed their client of funds, and **isis support pierre needs money to fund terrorists against jews.**

Maybe you should of learned communication is key and ask the 12+ attorneys from your firm who got along VERY PROFESSIONAL with me and saved their client \$100,000's.

Plaintiff's communication dated Wednesday, March 27, 2024, at 1:28 PM, further demonstrates a complete lack of civility even when it comes to this Court.

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 1:28 PM
To: Pierre G Mina
Cc: 70orange@ocnjcc.org; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Requesting Hearing - Weiss v. Westlake - 2024-SC-006418-O - LGP 345-0564

The judge said not to set it until the pending issue is resolved. I already confirmed with the JA, i ordered the internet package which i will recoup in the litigation as costs. I am under no circumstances to provide anything to defense counsel.

I request my hearing to be scheduled before or after but the very least the same day to avoid piecemeal litigation since the pending issue has been resolved.

Should the resolving of the prior issue not allow my motion to move forward, i would then like to know **why not to rule out bias or corruption violating my constitutional rights since defense counsel made it clear that they have "bought judges through donations for reelection"** and this will force me to file a motion to recuse for clear bias if im not allowed valid motions but defense can buy and pay for frivolous and fraudulent motions full of fraudulent misrepresentations.

Plaintiff has no reservations impugning the integrity of the Court and undersigned counsel with disparaging remarks and meritless claims and accusations.

Westlake is one of many litigants that have been targeted by Plaintiff with meritless claims and have sought this Court's intervention and protection against

Plaintiff's abusive use of the judicial system. This comes at no expense to Plaintiff, other than the abundance of time he appears to have on his hands. A review of the 86 lawsuits filed by Plaintiff demonstrates that he has a pattern and practice of filing vague, conclusory statements of claim, accompanied by applications for determination of civil indigent status with the Clerk of the Court to avoid payment of filing fees. Several litigants have questioned the veracity of the statements in those applications because they: (1) appear inconsistent with the income Plaintiff stated to secure a car loan in December 2022; and (2) do not disclose the amounts Plaintiff received from settlements in prior lawsuits. By proceeding *pro se* and avoiding filing fees, Plaintiff aims to get the benefit of the judicial system's limited resources without incurring financial consequences.

On numerous occasions, Plaintiff has demonstrated a knowing pattern and practice of improperly splitting claims against Westlake and other litigants to avoid subject matter jurisdiction and burden Westlake and others with needless defense costs, then waiting for the claims to be dismissed without prejudice, only to refile them again. Plaintiff has abused the judicial system for over a year and will continue to do so unless appropriate sanctions and restraints are issued by this Court.

II. MEMORANDUM OF LAW

A. The Court Should Find That Plaintiff Is a Vexatious Litigant and Sanction Him.

“Federal courts have both the inherent power and the constitutional obligation to protect their jurisdiction from conduct which impairs their ability to carry out Article III functions.” *Procup v. Strickland*, 792 F. 2d 1069, 1073 (11th Cir. 1986) (en banc) (citing *In re Martin-Trigona*, 737 F.2d 1254, 1261–62 (2d Cir. 1984)). The All Writs Act codifies this inherent power and provides that “[t]he Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.” 28 U.S.C. § 1651; *see also Klay v. United Healthgroup, Inc.*, 376 F.3d 1092, 1099 (11th Cir. 2004) (stating that the All Writs Act “is a codification of the federal courts’ traditional, inherent power to protect the jurisdiction they already have, derived from some other source”); *Miller v. Donald*, 541 F.3d 1091, 1096 (11th Cir. 2008) (“district courts are authorized by the All Writs Act, 28 U.S.C. § 1651(a), to restrict access to vexatious and abusive litigants”).

This Court has “considerable discretion” to restrict the filings of a vexatious litigant. *Martin-Trigona v. Shaw*, 986 F.2d 1384, 1387 (11th Cir. 1993) (citing *Procup*, 792 F.2d at 1074); *see also Brewer v. United States*, 614 F. App’x 426, 427 (11th Cir. 2015) (“courts are authorized to restrict access to vexatious and abusive litigants”); *Barash v. Kates*, 586 F. Supp. 2d 1323, 1325 (S.D. Fla. 2008) (“Courts

can be creative in fashioning appropriate injunctions against abusive litigation tactics.”).

Under the All Writs Act, the traditional standards for issuance of an injunction do not apply to an injunction against a vexatious litigant. *Klay*, 376 F.3d at 1100–02; *see also Ray v. Lowder*, No. 5:02-cv-316, 2003 WL 22384806, at *2 (M.D. Fla. Aug. 29, 2003); *Blanco GmbH + Co. KG v. Vlanco Indus., LLC*, No. 12-cv-61580, 2015 WL 11142885, at *3 (S.D. Fla. June 1, 2015). Rather, a “history of litigation entailing ‘vexation, harassment and needless burden on the courts and their supporting personnel’ is enough.” *Ray*, 2003 WL 22384806, at *2; *Bernath v. Seavey*, No. 2:15-cv-358, 2017 WL 3602068, at *2 (M.D. Fla. Aug. 18, 2017).

Courts typically weigh five factors to determine whether a litigant’s conduct is sufficiently abusive or vexatious to warrant entry of an injunction: (1) the litigant’s history of litigation, (2) the litigant’s motive in pursuing the litigation, (3) whether the litigant is represented by counsel, (4) whether the litigant has caused needless expense to other parties or has posed an unnecessary burden on the courts and their personnel, (5) whether other sanctions would be adequate to protect the courts and other parties. *Ray*, 2003 WL 22384806, at *2; *Woodhull v. Mascarella*, No. 1:15-cv-280, 2016 WL 3660527, at *5 (N.D. Fla. May 26, 2016). Each of these elements are satisfied here.

As detailed above, Plaintiff has a history of bad-faith litigation. Setting aside the sheer number of cases filed against Westlake and other defendants, the accompanying correspondence from Plaintiff to undersigned counsel and Westlake demonstrate Plaintiff's intent and bad-faith motive. *See* Ex. F. Plaintiff has engaged in offensive, abusive, and harassing communications directed at Westlake and its counsel, and the Court. *See* Ex. F. These communications make clear that Plaintiff is purposefully abusing the judicial system to extort Westlake and typically involve multiple emails per day that include attacks and threats directed at the undersigned personally and the employees of Westlake. Plaintiff has not retained counsel in any of the actions he has brought against Westlake—despite on several occasions claiming that he would. *See* Email Correspondence, attached as **Exhibit G**.

B. The Court Should Sanction Plaintiff Under its Inherent Powers.

Additionally, Courts have the inherent power to fashion appropriate sanctions for abuses of the judicial process, including the severe sanction of outright dismissal of a lawsuit. *Oniha v. Delta Air Lines*, No. 21-13532, 2022 U.S. App. LEXIS 5192, at *5 (11th Cir. Feb. 25, 2022) (citing *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44-45 (1991)). "To exercise its inherent power a court must find that the party acted in bad faith." *Id.* (quoting *Martin v. Automobili Lamborghini Exclusive, Inc.*, 307 F.3d 1332, 1335 (11th Cir. 2002)). Bad faith can be shown by a history of abusing the judicial process or bad-faith litigiousness. *Daker v. Head*, No. 19-13101, 2022

U.S. App. LEXIS 20288, at *6 (11th Cir. July 22, 2022); *Attwood v. Singletary*, 105 F.3d 610, 613 (11th Cir. 1997). *See also Steffen v. Berman (In re Steffen)*, 406 B.R. 148, 153 (Bankr. M.D. Fla. 2009) (finding it appropriate to impose sanctions against a party for her inappropriate behavior, unethical use of the legal system, and filing of frivolous pleadings and papers). To determine whether Plaintiff has filed frivolous pleadings and papers, the Court may consider the pleadings and papers filed by Plaintiff in other cases³ in this Court and in other courts. *Id.*

Plaintiff's history of abusing the judicial process is clear. Since December 2023, Plaintiff has filed 86 lawsuits against various litigants, including Westlake. *See Ex. B.* This is the sixth lawsuit Plaintiff has filed against Westlake since January 2024, and the second lawsuit Plaintiff has filed against Westlake alleging violation of the TCPA. Plaintiff's actions in the prior lawsuit against Westlake under the TCPA alone demonstrate his bad faith, but when combined with the correspondence with which Plaintiff has barraged Westlake, his bad faith is undeniable. Plaintiff has failed to comply with prior orders and has not been deterred by them: orders to show cause; orders dismissing his cases for failure to state a cause of action, failure to serve, failure to appear at hearings, and lack of prosecution; orders to stop improper communications; and orders awarding sanctions.⁴ Plaintiff will continue to engage

³ A copy of the Statements of Claim filed by Plaintiff against Westlake and the undersigned counsel since January 2024, including the Complaint in this case, is attached as **Exhibit H**.

⁴ A copy of the prior orders is attached as **Exhibit I**.

in frivolous pleading practice and improper communications unless this Court issues the sanctions and injunctive relief sought herein.

The right of access to the courts is protected by the Constitution. *See Daker v. Laidler*, No. 22-12109, 2024 U.S. App. LEXIS 14004, at *4 (11th Cir. June 10, 2024) (citing *Chappell v. Rich*, 340 F.3d 1279, 1282 (11th Cir. 2003)); *Christopher v. Harbury*, 536 U.S. 403, 415 n.12 (2002). However, the right of access to the courts “is neither absolute nor unconditional.” *Miller v. Donald*, 541 F.3d 1091, 1096 (11th Cir. 2008); *Cofield v. Ala. Pub. Serv. Com.*, 936 F.2d 512, 517 (11th Cir. 1991); *Lustig v. Stone*, No. 15-20150-CIV, 2020 U.S. Dist. LEXIS 111821, at *70 (S.D. Fla. June 25, 2020); *In re Grp. Mgmt. Corp.*, No. 03-93031-WLH, 2022 Bankr. LEXIS 3517, at *2 (Bankr. N.D. Ga. Dec. 13, 2022); *Jackson v. Baisden*, No. 1:20-CV-174 (LAG), 2021 U.S. Dist. LEXIS 268611, at *5 (M.D. Ga. Mar. 30, 2021). Further, the right to appear *pro se* is not unfettered. *See* 28 U.S.C. § 1654.

Plaintiff has not been deterred from exploiting the judicial system despite prior orders to show cause and awards of sanctions. Accordingly, this Court is well within its inherent authority to prevent abuse of the judicial system and should enter an order sanctioning Plaintiff. It should further issue a temporary restraining order preventing him from filing further claims against Westlake without representation of counsel or posting a bond to cover potential defense costs associated with defending future claims.

C. The Court Should Sanction Plaintiff Pursuant to 28 U.S.C. § 1927 and Rule 1.

“Any attorney or other person admitted to conduct cases in any court of the United States or any Territory thereof who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys’ fees reasonably incurred because of such conduct.” 28 U.S.C. § 1927. Although Plaintiff is not an attorney, courts have held that section 1927 sanctions can apply to *pro se* litigants in the Eleventh Circuit. *See In re Micron Devices*, 638 B.R. 649, 655 (Bankr. S.D. Fla. 2021); *In re Ocean 4660 LLC*, 569 B.R. 850, 873–74 (Bankr. S.D. Fla. 2017).

As stated above, Plaintiff has vexatiously and unreasonably multiplied, delayed, and abused the legal proceedings he has initiated in this Court and the State Court. Accordingly, the Court should enter an award of sanctions against Plaintiff and dismiss the instant case with prejudice. Should Plaintiff argue that monetary sanctions are not appropriate based on indigency, the Court should hold an evidentiary hearing to determine the veracity of such a claim and nevertheless award appropriate sanctions, including an injunction, pursuant to Rule 1. *See Colorado v. Carter*, 678 F. Supp. 1484, 1986 U.S. Dist. LEXIS 20788 (D. Colo. 1986) (discussing the mandates of Rule 1 and the court’s obligation and authority to control and manage matters before it and protect litigants from harassing, abusive, and meritless litigation; finding it appropriate to enjoin a *pro se* litigant from filing or

appearing in any civil action in that district without representation by a licensed attorney in order to ensure the integrity of the judicial process and secure the just, speedy, and inexpensive determination of meritorious claims; and limiting the *pro se* litigant's ability to file unwarranted lawsuits).

A dismissal with prejudice is also warranted based on Plaintiff's failure to timely respond to the Court's Order to Show Cause at DE 19 or Westlake's Motion to Dismiss at DE 18 wherein Westlake specifically sought a dismissal with prejudice. *See* Order to Show Cause at DE 19 ("Failure to comply with this Order may result in dismissal of the case without further notice or other appropriate sanctions."); Local Rule 3.01(c) ("If a party fails to timely respond, the motion is subject to treatment as unopposed."); Order of Dismissal at DE 20 ("In the absence of a response, the Court finds that the Motion is due to be granted as unopposed.").

III. CONCLUSION

Plaintiff's filings in the State Court demonstrate a pattern and practice of abuse of the judicial system. Plaintiff has been abusing and harassing Westlake and its counsel through his improper use of the judicial system and his communications to Westlake and its counsel. Further, Plaintiff's communications demonstrate that Plaintiff is using the judicial system to bully and extort Westlake and the undersigned counsel into settling meritless claims. Plaintiff has not been deterred by

the threat of sanctions in prior litigation and will continue to abuse the judicial system unless appropriate sanctions and restraints are issued by this Court.

Based on the foregoing, the Court should issue an order of sanctions with the following relief:

1. dismissing the instant case against Westlake with prejudice;
2. bar Plaintiff from further *pro se* appearances or filings against Westlake;
3. direct the Clerk of the Court to reject any filings from Plaintiff unless signed by a member in good standing of this Court;
4. direct the Clerk of the Court to reject Plaintiff's applications for indigent status and require Plaintiff to pay the applicable filing fees;
5. require Plaintiff to post a bond in the amount which the court finds reasonable to indemnify Westlake for any damages incurred, including reasonable attorney's fees; and
6. award Westlake its reasonable attorney's fees and costs in defending against Plaintiff's claims.

Respectfully submitted,

/s/ Pierre G. Mina

PIERRE G. MINA

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44 West Flagler Street
Miami, FL 33130
Telephone: (305) 379-0400

LOCAL RULE 3.01(g) CERTIFICATION

Westlake hereby certifies that it has conferred with Plaintiff and states that the parties do not agree on the resolution of all or part of this motion, and that this motion is opposed. The conference occurred on February 10, 2025, via email and phone.

/s/ Pierre G. Mina

PIERRE G. MINA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 10, 2025, I caused the foregoing document to be filed with the Clerk of Court using CM/ECF and served on all counsel of record in the manner specified via transmission of Notices of Electronic Filing generated by CM/ECF and via U.S. Mail to the following:

Matthew Weiss
13524 Lodi Ter., Apt. 6308
Windermere, FL 34786

and

3240 Solstice Dr., Apt. 114
Kissimmee, FL 34746

/s/ Pierre G. Mina

PIERRE G. MINA

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, January 29, 2025 10:47 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Well the case that you wasted \$500 in filing fees and \$5,000 in legal fees to move in breach of contract was dismissed WITHOUT prejudice by the judge.

Now we will refile in small claims, along with the 18 other claims including several breach of contracts, fcra, fccpa, fdcpa, fdupta, ftc holder, slander/libel/defamation, and more.

Since you dont want to consolidate all into one claim, we can have 18 separate claims.

Now my offer is going to be \$15,000 minimum PLUS full refund per ftc holder rule for the fraud contract to be unwound.

Lets keep going!!!

On Jan 27, 2025, at 6:32 PM, Matt <weissbrokerage@gmail.com> wrote:

Westlake,

Are you willing to honor your arbitration agreement and ill consolidate all 21 lawsuits into one arbitration?

Or you rather continue to willfully and intentionally breach your contract and deal with additional claims ontop of endless small claims?

On Jan 17, 2025, at 4:10 PM, Matt <weissbrokerage@gmail.com> wrote:

This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a social media blitz to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.



Orange County Clerk - Court Records Search

Case Search Results						
#	Case Number	Description	Type	DOB	Judge Name	Date
1.	2025-SC-000924-O	MATTHEW WEISSvs.EVOLVE BANK & TRUST CORPORATION	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	01/09/2025
2.	2024-SC-043928-O	MATTHEW WEISSvs.AMAZON.COM SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	12/25/2024
3.	2024-SC-039330-O	MATTHEW WEISSvs.EQUIFAX INC	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	11/12/2024
4.	2024-SC-039329-O	MATTHEW WEISSvs.LEXISNEXIS RISK SOLUTIONS FL INC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	11/12/2024
5.	2024-SC-037644-O	MATTHEW WEISSvs.AMANDA REYES	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	10/22/2024
6.	2024-SC-034323-O	MATTHEW WEISSvs.AMERICAN ARBITRATION ASSOCIATION INC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	09/17/2024
7.	2024-SC-034064-O	MATTHEW WEISSvs.PIERRE G MINA	SC - Small Claims \$5,001 - \$8,000		David P Johnson	09/12/2024
8.	2024-SC-033779-O	MATTHEW WEISSvs.ACORNS SECURITIES LLC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	09/10/2024
9.	2024-SC-033773-O	MATTHEW WEISSvs.WESTLAKE SERVICES LLC	SC - Personal Injury Protection \$5,001 - \$8,000		Heather G Guarch	09/06/2024
10.	2024-SC-033007-O	MATTHEW WEISSvs.AMANDA REYES	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	09/03/2024
11.	2024-SC-032998-O	MATTHEW WEISSvs.WELLS FARGO BANK NA	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	08/30/2024
12.	2024-SC-032985-O	MATTHEW WEISSvs.EXPERIAN INFORMATION SOLUTION INC	SC - Personal Injury Protection \$5,001 - \$8,000		Martha C Adams	09/03/2024
13.	2024-SC-032719-O	MATTHEW WEISSvs.PAYPAL INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	08/29/2024
14.	2024-SC-006437-O	MATTHEW WEISSvs.LEXISNEXIS RISK SOLUTIONS FL INC	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	02/13/2024
15.	2024-SC-006418-O	MATTHEW WEISSvs.WESTLAKE SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	02/13/2024
16.	2024-SC-006367-O	MATTHEW WEISSvs.WESTLAKD SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	02/13/2024
17.	2024-SC-004882-O	MATTHEW WEISSvs.ORLANDO CAR DEPOT	SC - Small Claims \$5,001 - \$8,000		David P Johnson	02/02/2024
18.	2024-SC-003349-O	MATTHEW WEISSvs.WELLS FARGO BANK N.A	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	01/24/2024
19.	2024-SC-003345-O	MATTHEW WEISSvs.WELLS FARGO BANK N.A	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	01/24/2024
20.	2024-SC-003342-O	MATTHEW WEISSvs.FRONTIER AIRLINES , INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	01/24/2024
21.	2024-SC-003270-O	MATTHEW WEISSvs.WESTLAKE SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	01/24/2024
22.	2024-SC-001414-O	MATTHEW WEISSvs.WESTLAKE SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	01/11/2024
23.	2024-CA-000300-O	WEISS, MATTHEW vs. WESTLAKE SERVICES LLC	CA - Other		Margaret H Schreiber	01/11/2024
24.	2023-SC-065669-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	12/14/2023
25.	2023-SC-065665-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		K. Doug Walker	12/14/2023
26.	2023-SC-061663-O	MATTHEW WEISSvs.ORLANDO CAR DEPOT	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	11/14/2023
27.	2023-SC-061659-O	MATTHEW WEISSvs.WELLS FARGO BANK N.A.	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	11/14/2023
28.	2023-SC-061654-O	MATTHEW WEISSvs.BRIDGESTONE AMERICAS, INC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	11/14/2023

#	Case Number	Description	Type	DOB	Judge Name	Date
29.	2023-SC-061648-O	MATTHEW WEISSvs.BRIDGESTONE AMERICAS, INC	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	11/14/2023
30.	2023-SC-061638-O	MATTHEW WEISSvs.WELLS FARGO BANK N.A.	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	11/14/2023
31.	2023-SC-056374-O	MATTHEW S WEISSvs.PEARSON EDUCATION INC	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	10/05/2023
32.	2023-SC-056363-O	MATTHEW S WEISSvs.CAPITAL ONE SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	10/05/2023
33.	2023-SC-050721-O	MATTHEW WEISSvs.JONES DAY	SC - Small Claims \$5,001 - \$8,000		K. Doug Walker	08/25/2023
34.	2023-SC-050717-O	MATTHEW WEISSvs.GRANT E SCHNELL	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	08/25/2023
35.	2023-SC-049109-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	08/15/2023
36.	2023-SC-049103-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	08/15/2023
37.	2023-SC-049088-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	08/15/2023
38.	2023-SC-049034-O	MATTHEW WEISSvs.BANK OF AMERICA CORPORATION	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	08/15/2023
39.	2023-SC-049018-O	MATTHEW WEISSvs.VERIZON COMMUNICATIONS, INC.	SC - Small Claims \$5,001 - \$8,000		David P Johnson	08/15/2023
40.	2023-SC-047693-O	MATTHEW WEISSvs.SEAWORLD ENTERTAINMENT INC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	08/08/2023
41.	2023-SC-047687-O	MATTHEW WEISSvs.SEA WORLD LLC	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	08/08/2023
42.	2023-SC-047681-O	MATTHEW WEISSvs.SEA WORLD OF FLORIDA LLC	SC - Small Claims \$5,001 - \$8,000		K. Doug Walker	08/08/2023
43.	2023-SC-047671-O	MATTHEW WEISSvs.REAL PAGE INC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	08/08/2023
44.	2023-SC-047003-O	MATTHEW WEISSvs.ORLANDO CAR DEPOT, LLC	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	08/03/2023
45.	2023-SC-046994-O	MATTHEW S WEISSvs.ORLANDO CAR DEPOT, LLC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	08/03/2023
46.	2023-SC-043785-O	MATTHEW S WEISSvs.AUTOZONE INVESTMENT CORPORATION	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	07/17/2023
47.	2023-SC-043780-O	MATTHEW S WEISSvs.SOCIAL FINANCE, INC	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	07/17/2023
48.	2023-SC-039712-O	MATTHEW WEISSvs.MATTRESS FIRM INC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	06/28/2023
49.	2023-SC-039697-O	MATTHEW WEISSvs.DIVERSE LOGISTICS & DISTRIBUTION LLC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	06/28/2023
50.	2023-SC-037326-O	MATTHEW S WEISSvs.CAPITAL ONE SERVICES , LLC	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	06/21/2023
51.	2023-SC-032524-O	MATTHEW WEISSvs.EXPERIAN INFORMATION SOLUTIONS, INC.	SC - Small Claims \$5,001 - \$8,000		K. Doug Walker	05/31/2023
52.	2023-SC-032523-O	MATTHEW WEISSvs.EXPERIAN INFORMATION SOLUTIONS, INC.	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	05/31/2023
53.	2023-SC-032520-O	MATTHEW WEISSvs.EXPERIAN INFORMATION SOLUTIONS, INC.	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	05/31/2023
54.	2023-SC-028016-O	MATTHEW WEISSvs.PAUL MYERS	SC - Small Claims \$5,001 - \$8,000		David P Johnson	05/02/2023
55.	2023-SC-028007-O	MATTHEW WEISSvs.ALEXANDRIA EPPS	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	05/02/2023
56.	2023-SC-027559-O	MATTHEW WEISSvs.GUSTO INC	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	04/28/2023
57.	2023-SC-027551-O	MATTHEW WEISSvs.COINBASE, INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	04/28/2023
58.	2023-SC-027465-O	MATTHEW WEISSvs.WEBULL MANAGMENT LLC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	04/27/2023
59.	2023-SC-027461-O	MATTHEW WEISSvs.NEXTIVA, INC	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	04/27/2023
60.	2023-SC-025085-O	MATTHEW WEISSvs.BANK OF AMERICA CORPORATION	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	04/14/2023
61.	2023-SC-025075-O	MATTHEW WEISSvs.EXPERIAN INFORMATION SOLUTIONS INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	04/14/2023

#	Case Number	Description	Type	DOB	Judge Name	Date
62.	2023-SC-025067-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	04/14/2023
63.	2023-SC-025064-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	04/14/2023
64.	2023-SC-023603-O	MATTHEW WEISSvs.NEXTIVA INC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	04/11/2023
65.	2023-SC-023602-O	MATTHEW WEISSvs.APPLE INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	04/11/2023
66.	2023-SC-023601-O	MATTHEW WEISSvs.GREEN DOT CORPORATION	SC - Small Claims \$5,001 - \$8,000		Jeremy C Beasley	04/11/2023
67.	2023-SC-023591-O	MATTHEW WEISSvs.AMERICAN ARBITRATION ASSOCIATION INC	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	04/11/2023
68.	2023-SC-023587-O	MATTHEW WEISSvs.GOOGLE LLC	SC - Small Claims \$5,001 - \$8,000		K. Doug Walker	04/11/2023
69.	2023-SC-023581-O	MATTHEW WEISSvs.WEALTHFRONT CORPORATION	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	04/11/2023
70.	2023-SC-012904-O	MATTHEW S WEISSvs.CMG MEDIA CORPORATION	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	03/07/2023
71.	2023-SC-012895-O	MATTHEW S WEISSvs.MATTHEW REESER	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	03/07/2023
72.	2023-SC-012891-O	MATTHEW WEISSvs.LEXISNEXIS RISK SOLUTIONS FL INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	03/07/2023
73.	2023-SC-012890-O	MATTHEW WEISSvs.EXPERIAN INFORMATION SOLUTIONS INC	SC - Small Claims \$5,001 - \$8,000		K. Doug Walker	03/07/2023
74.	2023-SC-012887-O	MATTHEW S WEISSvs.DFS SERVICES LLC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	03/07/2023
75.	2023-SC-007055-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Amy J Carter	02/06/2023
76.	2023-SC-007039-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Eric H DuBois	02/06/2023
77.	2023-SC-007025-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	02/06/2023
78.	2023-SC-007022-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Heather G Guarch	02/06/2023
79.	2023-SC-007018-O	MATTHEW WEISSvs.TRANS UNION LLC	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	02/06/2023
80.	2023-SC-007017-O	MATTHEW WEISSvs.UBER TECHNOLOGIES, INC	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	02/06/2023
81.	2023-SC-007010-O	MATTHEW WEISSvs.EQUIFAX INC	SC - Small Claims \$5,001 - \$8,000		David P Johnson	02/06/2023
82.	2023-SC-006497-O	MATTHEW WEISSvs.BRIDGESTONE AMERICA'S INC DBA FIRESTONE	SC - Personal Injury Protection \$5,001 - \$8,000		Jeanette D Bigney	02/02/2023
83.	2023-SC-006495-O	MATTHEW WEISSvs.BRIDGESTONE AMERICA'S INC DBA FIRESTONE	SC - Small Claims \$5,001 - \$8,000		Jeanette D Bigney	02/02/2023
84.	2023-SC-006493-O	MATTHEW WEISSvs.BRIDGESTONE AMERICA'S INC DBA FIRESTONE	SC - Personal Injury Protection \$5,001 - \$8,000		David P Johnson	02/02/2023
85.	2023-SC-006492-O	MATTHEW WEISSvs.BRIDGESTONE AMERICA'S INC DBA FIRESTONE	SC - Small Claims \$5,001 - \$8,000		Carly S Wish	02/02/2023
86.	2023-CA-017733-O	WEISS, MATTHEW vs. ORLANDO CAR DEPOT LLCet al.	CA - Negligence Other		Heather Pinder Rodriguez	12/16/2023
87.	2023-CA-017336-O	ORLANDO CAR DEPOT LLC vs. WEISS, MATTHEW	CA - Other		A James Craner	12/06/2023
88.	2002-CA-007155-O	WELLS FARGO BANK MINNESOTA NATIONAL ASSOCIATION TR, vs. GOLDBERGER, BRAD J et al	CA - Mortgage Foreclosure (filed prior to 6/1/2009)		Heather Pinder Rodriguez	07/26/2002
89.	2001-CA-009284-O	WELLS FARGO BANK MINNESOTA NATIONAL ASSOC TRUSTEE, et al vs. GOLDBERGER, BRAD J et al	CA - Mortgage Foreclosure (filed prior to 6/1/2009)		Patricia L Strowbridge	11/02/2001
90.	1998-CA-008249-O	DEER LAKE RUN HOMEOWNERS ASSOCIATION, vs. WEISS, MATTHEW K et al	CA - Injunction		Eric J Netcher	10/14/1998
91.	1997-CC-008541-O	WEISS, MATTHEW J vs. WULKAN, DANIEL et al	CC - Other		Jeremy C Beasley	08/12/1997
92.	1994-CA-004150-O	HAGE, HELEN TR vs. HAGE, HELEN et al	CA - Quiet Title (filed prior to 6/1/2009)		Luis F Calderon	06/15/1994

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>

Sent: Thursday, February 15, 2024 10:01 AM

Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz <jschwartz@westlakefinancial.com>; James R. Liebler <JRLII@lgplaw.com>

Subject: Re: Multiple breaches of contract

Is there someone that can touch base to discuss the all the current cases filed?

Tcpa

Breach of arbitration agreement tcpa

Fdupa arbitration

Breach of arbitration fdupat

and the next 4 being filed, the breach of arbitration agreement for the fcra claim, and the fcra claim, fdupat for false advertising, ftc holder in due course for violating it and setting the car for repo when this provision allows non payment for damages?

Also corrupt scum jim LIEbler never got back to me on several questions because hes to busy breaching agreements to pad his invoices at westlakes expense, and my time **which also will cost westlake**. I got over 20+ of his cases, involving the same arbitration agreement where he compelled arbitration for the same crap hes clearly violating here. Ontop of the open shut, black and white arbitration agreement, many of his prior motions prove he is aware of it and decided to illegally stall, remove claims to waste time, which i will also seek sanctions ontop of breach of contract claims. Im sure a judge will be pissed with him wasting court resources and clogging the docket with garbage he ethically knew is wrong.

Also have several other items to discuss such as the status of the car because depending if im keeping it or not, will determine if i renew the tags which is due next week, vs if its not being given to me as part of settlement, it will have no tags or insurance pending the illegal repo which will open new lawsuits against westlake and the repo company.

Furthermore, i have been on social media and following the 40+ westlake lawsuits against people, and teaching people about the fcra, tcpa, illegal debt collection practices, and your case loads about to climb by the hundreds.

Lastly, about to secure a new westlake loan under a business to keep my teeth in this corrupt company to hold them accountable if we dont resolve the 15+ claims and counting.

> On Feb 14, 2024, at 9:21 AM, Matt <weissbrokerage@gmail.com> wrote:

>

> **Few more cases hit the docket.**

> **I have 11 more ready to file soon. 8 already in motion between arbitration and court.**

> This is going to make scum bag scammer james liebler rich as he money launders money from corrupt westlake filing known frivolous motions that only will be beat by your own arbitration agreement, **result in additional cases**, possible sanctions and a pissed off jury seeing how corrupt this is.

>

> This is exciting watching scum bag attorneys scam scammer ass corrupt banks only in the end to lose and pay **20 times more than i would of took**,

>

>> On Feb 9, 2024, at 3:38 PM, Matt <weissbrokerage@gmail.com> wrote:

>>

>> **Filed more cases, waiting to hit the docket.**

>> **Westlake, better get out your checkbook, this is going to be a very long costly ride.**

>> Also filed the ftc/attorney general/cfpb/fdic complaints today.

>>

>> Now going on social media to help people sue because many have been victims and dont know how easy it is to enforce their rights.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, February 26, 2024 8:30 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss
v. Westlake Services, LLC

Good evening,

I'll be honest, so far you've been nice, James Liebler has been 50% nice and 50% lying unprofessional scum, Westlake is 110% corrupt scum.

With all that being said, Pierre I'll give you a chance to make an offer to Westlake to get a global resolution.

At the moment we have

1) small claims TCPA breach

1) small claims TCPA (moved to federal, will be remanded, or refiled in small claims)

1) not filed - small claims TCPA (new TCPA claim)

1) not filed - small claims FCRA violations

1) not filed - small claims FCRA arbitration breach

5) FDUPTA claims for various breaches and false statements

All will compel arbitration

All will cost Westlake \$100,000+ by the time I'm done.

Tomorrow (Tuesday) the 27th is my birthday, also I am on vacation with family, seeing my mother with kidney failure and father with stage 4 lung cancer possibly both for the last time.

I am pleading with you to get a resolution to save us ALL TIME AND MONEY.

It will save Westlake \$100,000+ in 15+ cases and counting, investigations from FTC, CFPB, attorney general and more. Will save me helping others on social media sue them.

I am seeking \$3,000 in a quick payout PLUS the car picked up, any balance completely voided from my name per the FTC holder in due course, PLUS they KEEP everything off my credit report.

In exchange, we can have a full final and global resolution, do not disparage, confidentiality, agreement to never do business with Westlake.

This allows me to spend more time with my family as they are given 3 months max, but not doing well, and makes me almost whole after OCD's settlement, and saves me all the upcoming court dates and filing more, **saves Westlake 6 figures.**

Please see if we can wrap this up

The TCPA I can refile or amend with the appropriate language which is \$1,500 per call.

I can file the new ones which Liebler will waste \$400 to move.

The FCRA compelling arbitration will be \$20,000 in arbitration costs.

All the mediations, motions, depositions and such a nightmare.

For my birthday, help get this done, **save westlake 6 figures**, make me almost whole and let me spend time with my parents before they are gone.

Please confirm receipt.

On Feb 26, 2024, at 9:44 AM, Pierre G Mina <pgm@lgplaw.com> wrote:

Good morning, Mr. Weiss.

I am joining Mr. Liebler and not replacing him. Please direct all future communications and documents to us both.

Thank you,



Pierre G. Mina
Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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From: Matt <weissbrokerage@gmail.com>

Sent: Friday, February 23, 2024 9:51 PM

To: Pierre G Mina <pgm@lgplaw.com>

Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 8, 2024 10:24 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

So they want to settle for \$15,000 or do we refile the case and file some of the remaining 17+ cases? I was going to make an offer MUCH less but since you didnt want to call, thats off. All numbers go up

On Mar 6, 2024, at 4:14 PM, Matt <weissbrokerage@gmail.com> wrote:

You can reach out to him to verify, he said it MULTIPLE emails. I already provided him all the case numbers. If he wants to be a slacker, thats on him. I would only discuss the potential termination of cases via phone as some of the conversation will not be suitable for leaving in writing as it relates to the car.

I was advised the car would be illegally repossessed regardless of the litigation and the hold required by the ftc holder in due course to with hold payments. I have removed the plates, and insurance. It is being assessed daily storage fees since they already claimed the car is theirs yet never came to get it.

On Wed, Mar 6, 2024 at 3:52 PM Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

I am not aware of any instance in which Mr. Liebler “waived appearance” in a lawsuit. Please provide the case numbers for the lawsuits you are referring to in your email below.

With respect to the attached email, if you have any proposals for terminating all litigation, please let me know what they are, and I will confer with my client regarding same. Also, please provide the basis for invoicing my client storage fees.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 8, 2024 4:42 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

The \$3,000 is off the table.

The demands and damages only will go up as well as their expenses and case load.

I will not play email tag. James LIEbler waived service on ALL cases.

I will refile the tcpa and if you waste \$400 to remove it, itll be dismissed and refiled. Transunion played that and after 40k wasted, stopped playing that game.

I have 8 more breach of contracts, 7 fduptas, fcra, fcra breach and more to file.

I sent LIEbler all cases. I wont send again except for newly filed ones. If he cant be organized, i wont do extra work. Ill be enforcing the defaults soon.

Also i have 2 entities that will be sending invoices and suing to enforce storage fees.

Westlake can settle, or we can play games at their expense for almost 20+ cases and counting. My demands will only go up as well as their expenses

On Mar 8, 2024, at 4:36 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

As I previously stated, I am not inclined to schedule a call at this time. If there are matters that you wish to discuss, please continue to direct them to us via email. We respectfully disagree with your basis for invoicing our client storage fees for the vehicle. We will confer with our client regarding the attached settlement offer and follow up with you. However, we would point out that you sought \$3,000 in your previous settlement offer, which our client rejected. Finally, please provide me with a list of all the cases (including the name of the court and case number) in which you are stating that:

1. Mr. Liebler waived service; and/or
2. default judgements were issued.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email:
pgm@lgplaw.com | Web: www.lgplaw.com

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, March 11, 2024 10:38 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

Ok so this week ill refile the tcpa.

Should you wish to waste \$400 to move it, we will just do the same.

Also have a few others ill be filing.

We can play this all year, in the end, justice will happen.

Also again, the totaled car is collecting storage fees which will be westlakes responsibility. They will be suing westlake soon to collect payment.

On Mar 11, 2024, at 9:30 AM, Matt <weissbrokerage@gmail.com> wrote:

What is the difference of accept vs waive?

On Mar 11, 2024, at 9:28 AM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

Our client considered the attached settlement offer and rejected same.

To clarify regarding service of process, Mr. Liebler agreed to accept service. He did not agree to waive service.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 1:51 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

So are you ever going to call to discuss this and try to resolve **or we just going to file endless motions back and forth, 20+ cases, and your client wastes tens of thousands on useless motions and games instead of a resolution.**

Also the car, when are they spending thousands to skip trace and hire repo to take the car that is severely damaged, vandalized, stripped, and worthless?

On Mar 26, 2024, at 10:11 AM, Matt <weissbrokerage@gmail.com> wrote:

i dont suppose anyone wants to negotiate before the next tcpa+breach+fcra+fcra breach are filed? I have over 20+ claims to keep us busy for years and more weekly by recording calls of violations admitted by customer service?

Also love how your motion has fraudulent misrepresentations saying i didnt attach the agreement when its been on the docket.

Will be filing a motion for sanctions, motion to compel payment of arbitration, and a bar complaint.

Also picking dates when you knew im on vacation with my terminal parents was a fucked up move and you will personally pay for that.

I will provide the address upon settling all claims.

Otherwise, spend thousands, hire skip tracers, and repo companies, and try to find the totaled and abandoned vehicle with no plates to scan or insurance.

Its an illegal repo so they will have to work for it before the car gets taken to a chop shop.

Its already vandalized, parted out, immobilized.

It was MINT when i had it.

They would of got it back MINT if you called me when i requested and was going to settle for \$0 but certain conditions and terms.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 3:44 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 9:11 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

So are you ever going to call to discuss this and try to resolve **or we just going to file endless motions back and forth, 20+ cases, and your client wastes tens of thousands on useless motions and games instead of a resolution.**

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Its already vandalized, parted out, immobilized.

It was MINT when i had it.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 10:22 AM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Illegal repo

So do you want to discuss settlement now that you illegally reposed the car violating the ftc holder in due course provision allowing payment to be withheld for fraud so we can end this relationship permanently? **Or do we ramp it up and start filing the 20+ cases, a shit load of motions, tons of regulatory complaints and waste 6 figures for 2 years?**

> On Mar 30, 2024, at 12:18 PM, Matt <weissbrokerage@gmail.com> wrote:

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- > Well it seems you illegally reposed the car violating the ftc holder in due course provision.
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- > Thats more lawsuits to file.
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- > really surprised you dont want to try and resolve this vs having 25+ lawsuits, and also have 100+ motions and waste \$100,000+ when it can be resolved by a simple phone call, common sense and a fair resolution.
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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 12:41 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 6:21 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 6:22 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 2, 2024 9:52 AM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

So do you want to discuss settlement now that you illegally reposed the car violating the ftc holder in due course provision allowing payment to be withheld for fraud so we can end this relationship permanently? **Or do we ramp it up and start filing the 20+ cases, a shit load of motions, tons of regulatory complaints and waste 6 figures for 2 years?**

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 2, 2024 12:49 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

So do you want to discuss settlement now that you illegally reposed the car violating the ftc holder in due course provision allowing payment to be withheld for fraud so we can end this relationship permanently? **Or do we ramp it up and start filing the 20+ cases, a shit load of motions, tons of regulatory complaints and waste 6 figures for 2 years?**

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Sunday, April 21, 2024 9:23 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre, are you available today(monday) for a call.

Westlake is the ONLY defendant left, as all other defendants are done.

We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

Either they agree get that false reporting off my report THIS week, agree to not ever falsely report it, and agree to remove that fraudulent balance from my name and agree it will not pursue frivolous sanctions from a bias judge which i will appeal, **OR i will file the appeal on that and every case i dismissed, i will file the new lawsuit for the telephone violations, new lawsuit for the fcra breach of contract, new fcra lawsuit, lawsuit for violating ftc holder in due course, a lawsuit for illegal repo and not providing notice on how to get my property, when sold and such.**

This can end this week and we forever move on to save time and expense, or westlake can continue to act petty and break laws, and **it will be in endless litigation in multiple court jurisdictions, some pro se, some with counsel, some in fed, some in state, some in small claims, some in florida, some in ny.**

Does westlake really want to continue breaking laws and **spend 7 figures in litigation** when in the end, my credit report will be fixed, the fraudulent loan will be removed from me, and westlake has nothing to gain from this financially, but serious liabilities for its malicious behavior.

Also i will file against the in house counsel, and executives directly.

This can end, or be the most costly mistake of this corrupt banks history, making israel vs iran, ukraine vs russia look peaceful to what our litigation in court, public opinion and other methods to expose the illegal and corrupt bullshit westlake is doing.

I am trying to spend the last 2 months or less of my parents lives who are dying of terminal cancer, and westlake is stealing that time and this will be VERY PERSONAL.

Please advise if we can talk and resolve this as westlake gains NOTHING from litigation nor violating the law and my rights, has **7 figures of expenses if we move forward**, vs ending this and never doing business.

On Apr 20, 2024, at 6:42 PM, Matt wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 22, 2024 10:35 AM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Following up on below as i have to file these this week if we cant resolve and once i do, i am not settling for a penny less than the maximum i can get from a jury for EACH case. Very short window to settle for \$0 to save time, with \$0 payout and \$0 expense vs **endless expense and still \$0 payout**

On Apr 21, 2024, at 9:22 PM, Matt wrote:

Pierre, are you available today(monday) for a call.
Westlake is the ONLY defendant left, as all other defendants are done.
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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 22, 2024 1:09 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Actually, i will not be handling this. I will give until end of this week to settle with me, if not i will retain counsel. It will save me time, **cost westlake more**, and get me much more in settlement.

So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

It can end here for \$0, **or get sued for tens of thousands in damages**. I decided to have an attorney draft a retainer to save me time.

On Apr 21, 2024, at 9:22 PM, Matt wrote:

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Also i will file against the in house counsel, and executives directly.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 23, 2024 5:22 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation?

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,
In the event that you decide to retain counsel, please provide his or her contact information so that we may direct future communications accordingly.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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It can end here for \$0, or get sued for tens of thousands in damages. I decided to have an attorney draft a retainer to save me time.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, April 24, 2024 10:44 AM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,
In the event that you decide to retain counsel, please provide his or her contact information so that we may direct future communications accordingly.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Actually, i will not be handling this. I will give until end of this week to settle with me, if not i will retain counsel. It will save me time, cost westlake more, and get me much more in settlement.

So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, April 24, 2024 2:19 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Actually, i will not be handling this. I will give until end of this week to settle with me, if not i will retain counsel. It will save me time, cost westlake more, and get me much more in settlement.

So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

It can end here for \$0, or get sued for tens of thousands in damages. I decided to have an attorney draft a retainer to save me time.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, April 25, 2024 2:05 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_LegalDepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,
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Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Actually, i will not be handling this. I will give until end of this week to settle with me, if not i will retain counsel. It will save me time, cost westlake more, and get me much more in settlement.

So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, April 26, 2024 3:36 AM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Final email before new cases filed. Also they legally are required to mail me info on the sale of the car and how to get it back and never did. Also still never provided info on who has my property **so thats thousands ill sue westlake for**. Is westlakes goal to break as many laws as possible and spend 6 figures in legal costs and damages vs ending this for free?

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,
In the event that you decide to retain counsel, please provide his or her contact information so that we may direct future communications accordingly.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, April 26, 2024 11:26 AM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Final email before new cases filed. Also they legally are required to mail me info on the sale of the car and how to get it back and never did. Also still never provided info on who has my property so **thats thousands ill sue westlake for**. Is westlakes goal to break as many laws as possible and spend 6 figures in legal costs and damages vs ending this for free?

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,
In the event that you decide to retain counsel, please provide his or her contact information so that we may direct future communications accordingly.
Thank you,

Pierre G Mina
Associate Attorney
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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, December 6, 2024 4:44 PM
To: Ms. Michel K. Valerio; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Well, you moved it to state court in another costly delay. **Now ill file the motions to remand and/or dismiss and refile in small claims.**

Lets not forget **we still have the fcra, fdupta, illegal repo, ftc holder in due course to be filed, as well as the separate cases against james firm and pierre directly.**

Pierre, if you want to try and resolve this all in good faith, we have can have ONE professional phone call. Otherwise all communication from you will be required via mail.

Should you all want to resolve this before years end, get this off your books, and we all part ways in the new years, please advise.

I will accept your response via email to my only question of will you agree to a phone call and try to resolve this.

I will even put it here for westlake to see, i have an offer that can be resolved for \$0 out of pocket, should you pick up the phone in good faith.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, January 14, 2025 7:40 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

So im sure you spent 6 figures to defend 1 claim, and **not only we STILL have that one claim, we have 17 more.**

If you want to handle this directly with me, i am giving you a one time offer directly. I will NOT honor this if any communication comes from the corrupt scandal ridden firm. This is a direct offer before i file all 17 claims.

\$2,500 payable to me within 14 days, full mutual release for all parties(westlake and myself)(the corrupt lawfirm is not included and i will be litigating them and i suggest you file a malpractice claim as well), and full debt waiver of the loan per ftc holder in due course, plus the illegal repo and selling the car \$15,000 below cost.

So \$2,500 plus waiving whatever frivolous loan balance ends all litigation, **or i file the 17 new cases and you spend up to 7 figures** with that corrupt lawfirm who is more interested in charging you thousands per frivolous motion, continuing to waste costs moving cases only to have them moved back or refiled per contract.

This offer expires midnight friday. Either we have an executed settlement by end of friday, or a all cases filed monday.

Again if that corrupt firm attempts to handle this for all 17 cases not filed, the deal is off. This is a direct offer.

On Jan 14, 2025, at 7:16 AM, Matt <weissbrokerage@gmail.com> wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, January 14, 2025 8:21 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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Again if that corrupt firm attempts to handle this for all 17 cases not filed, the deal is off. This is a direct offer.

On Jan 14, 2025, at 7:16 AM, Matt <weissbrokerage@gmail.com> wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 17, 2025 9:39 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

This offer expires today. \$2,500 is the last and cheapest offer youll have **before i file the remaining 17 complaints**, and numerous regulatory complaints and a social media blitz to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

On Jan 14, 2025, at 8:21 PM, Matt <weissbrokerage@gmail.com> wrote:

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 8:13 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

James, are you available for a call early am tomorrow? I may entertain one possible offer to resolve this. I been reviewing the math, and what Orlando Car Depot paid may have covered all the upgrades in the car such as my

Cold air intake, new headlights 4 new tires and such. I am looking to find out the remaining damages im out for solely to the ftc holder in due course damages. Ftc holder in due course requires the entire deal to unwind as if it never happened requiring full refund of down payment, taxes, fees, payments and interest. I know i got some back on the chargebacks but not all payments.

I want to see what the remaining payments are i didnt get charged back, plus all the taxes+fees+downpayment.

Also if you can provide a FULL transaction history for my account for all payments made, all refunds made, all chargebacks so we can reconcile, i may settle for the following terms:

- 1)FULL REFUND OF ALL PAYMENTS/TAXES/FEES/DOWNPAYMENT SATISFYING THE FTC HOLDER IN DUE COURSE
- 2)FULL RELEASE OF ANY PAST TO PRESENT POTENTIAL CLAIMS OR LIABILITIES WESTLAKE OR YOUR FIRM MAY THINK IT HAS AGAINST ME
- 3)I WILL RELEASE MY CLAIMS
- 4)PAYMENT WOULD BE WITHIN 10 DAYS
- 5)SUPPRESS ALL RECORDS FROM ALL CREDIT BUREAUS
- 6) NO DO NOT DISPARAGE OR CONFIDENTIALLY(this is the punishment and price you all pay for the games, and violations. Think, if we dont settle, i can still say whatever i want, AND you spend a fortune defending your crimes)
- 7) in exchange for me releasing the tccpa, fccpa, fcba, fcra, fdupta, breach of contract and other claims, the damages, actual, statutory, punitive, legal and simply releasing being made WHOLE like we never met and saving 6 figures in liability, damages and legal fees, line 6 is non negotiable AND you agree to \$25,000 liquidated damages if westlake violates any terms of the agreement such as payment is late, files any frivolous claim, violates any of my rights.

Please advise **otherwise expect a wave of litigation to be filed since we have almost 30 cases**, expect social media campaign and expect numerous regulatory complaints.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, January 29, 2025 10:47 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Well the case that you wasted \$500 in filing fees and \$5,000 in legal fees to move in breach of contract was dismissed WITHOUT prejudice by the judge.

Now we will refile in small claims, along with the 18 other claims including several breach of contracts, fcra, fccpa, fdcpa, fdupta, ftc holder, slander/libel/defamation, and more.

Since you dont want to consolidate all into one claim, we can have 18 separate claims.

Now my offer is going to be \$15,000 minimum PLUS full refund per ftc holder rule for the fraud contract to be unwound.

Lets keep going!!!

On Jan 27, 2025, at 6:32 PM, Matt <weissbrokerage@gmail.com> wrote:

Westlake,

Are you willing to honor your arbitration agreement and ill consolidate all 21 lawsuits into one arbitration?

Or you rather continue to willfully and intentionally breach your contract and deal with additional claims ontop of endless small claims?

On Jan 17, 2025, at 4:10 PM, Matt <weissbrokerage@gmail.com> wrote:

This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a social media blitz to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 10:12 AM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

i dont suppose anyone wants to negotiate before the next tcpa+breach+fcra+fcra breach are filed? I have over 20+ claims to keep us busy for years and more weekly by recording calls of violations admitted by customer service?

Also love how your motion has fraudulent misrepresentations saying i didnt attach the agreement when its been on the docket.

Will be filing a motion for sanctions, motion to compel payment of arbitration, and a bar complaint.

Also picking dates when you knew im on vacation with my terminal parents was a fucked up move and **you will personally pay for that.**

I will provide the address upon settling all claims.

Otherwise, spend thousands, hire skip tracers, and repo companies, and try to find the totaled and abandoned vehicle with no plates to scan or insurance.

Its an illegal repo so they will have to work for it before the car gets taken to a chop shop.

Its already vandalized, parted out, immobilized.

It was MINT when i had it.

They would of got it back MINT if you called me when i requested and was going to settle for \$0 but certain conditions and terms.

Negligence and bad communication cost your corrupt client a mint vehicle that private could of got 15k and wholesale 1.5k to a vehicle that will cost 5k to find, 10k to recondition, fix the engine/transmission/fuel system, bullet holes and everything else damaged by whoever has been having fun with it.

Again i remain open to settlement discussions for the multiple tcpa/fccpa/fdcpa/fdupta/fcra/breach of contract claims as ill be ramping up the case filings soon.

On Mar 22, 2024, at 2:51 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Sunday, April 21, 2024 9:23 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre, are you available today(monday) for a call.

Westlake is the ONLY defendant left, as all other defendants are done.

We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

Either they agree get that false reporting off my report THIS week, agree to not ever falsely report it, and agree to remove that fraudulent balance from my name and agree it will not pursue frivolous sanctions from a bias judge which i will appeal, OR i will file the appeal on that and every case i dismissed, i will file the new lawsuit for the telephone violations, new lawsuit for the fcra breach of contract, new fcra lawsuit, lawsuit for violating ftc holder in due course, a lawsuit for illegal repo and not providing notice on how to get my property, when sold and such.

This can end this week and we forever move on to save time and expense, or westlake can continue to act petty and break laws, and it will be in endless litigation in multiple court jurisdictions, some pro se, some with counsel, some in fed, some in state, some in small claims, some in florida, some in ny.

Does westlake really want to continue breaking laws and spend 7 figures in litigation when in the end, my credit report will be fixed, the fraudulent loan will be removed from me, and westlake has nothing to gain from this financially, but serious liabilities for its malicious behavior.

Also **i will file against the in house counsel, and executives directly.**

This can end, or be the most costly mistake of this corrupt banks history, **making israel vs iran, ukraine vs russia look peaceful** to what our litigation in court, public opinion and other methods to expose the illegal and corrupt bullshit westlake is doing.

I am trying to spend the last 2 months or less of my parents lives who are dying of terminal cancer, and westlake is stealing that time and this will be VERY PERSONAL.

Please advise if we can talk and resolve this as westlake gains NOTHING from litigation nor violating the law and my rights, has 7 figures of expenses if we move forward, vs ending this and never doing business.

On Apr 20, 2024, at 6:42 PM, Matt wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, May 11, 2024 12:09 AM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_LegalDepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Its clear your acting unethical to provoke litigation to pad your invoices and intentionally breaking the laws.

So now this will be handled differently. I have filed a bar complaint with ample evidence against all corrupt attorneys involved who are intentionally violating the laws to provoke litigation.

Several ftc/fdic/cfpb/attorney general complaints filled with ample evidence and recorded calls.

Litigation filed will be handled in a very different manner to combat your non stop unethical, fraudulent misrepresentations and frivolous bull crap, judge shopping and perjury.

I also filed a police report for numerous perjury filled statements.

This is just the beginning.

Such a shame such an unethical corrupt company partnered with an unethical corrupt counsel.

If all else fails, i have one last solution to ensure justice gets served and lessons are taught that will be impossible to be forgotten.

On May 8, 2024, at 2:00 PM, Matt wrote:

Once they hit the docket ill get them.
New york is MUCH slower than florida.
Also i mailed them in to the small claims.

The plus side is they move quick since their small claims doesnt have pretrial, motions, or attorneys, and everything is in person.
They have mediation and trial. Thats it.

On May 8, 2024, at 11:51 AM, Pierre G Mina wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, May 11, 2024 10:31 AM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: Follow up from hearing

Also in small claims in ny, the clerk serves the company via certified mail. Westlake was served and soon in default for not replying.

Ny small claims is VERY different.

However, i have additional claims that fall under florida jurisdiction being filed soon. Such a shame now i need to file against you for slander, malpractice, consumer fraud, and other violations.

Also the fact you go out of your way to intentionally violate laws to provoke litigation. **Litigation isnt the only way to get made whole.**

On May 8, 2024, at 2:00 PM, Matt wrote:

Once they hit the docket ill get them.
New york is MUCH slower than florida.
Also i mailed them in to the small claims.

The plus side is they move quick since their small claims doesnt have pretrial, motions, or attorneys, and everything is in person.
They have mediation and trial. Thats it.

On May 8, 2024, at 11:51 AM, Pierre G Mina wrote:

Mr. Weiss,
Our client has not been served with any “new cases”. Please send us a copy of the new complaints referenced below.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, May 14, 2024 12:52 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

So ill ask one more time, does anyone want to have a good faith call and try to resolve all cases and put a global resolution in place?

Or are we going tit for tat, and i file the remaining 11 cases, and then **sue the executives personally** and your firm for the malpractice/lies/slander; and we keep this going for years until westlake stops violating the laws and runs out of liability.

Also as a victim of id theft, i have absolutely NO issues filing bankruptcy, which will wipe out any potential judgements should you get another judge paid off.

So i can hold you accountable risk free, and let the evidence play out, and either win on the Merritt and evidence or fight like hell to expose all the fraud and crimes at westlakes expense and then god forbid a corrupt judge ignores facts, bankruptcy will wipe out anything.

In the end westlake will be held accountable, so why not resolve this now? Im not looking for money as you con artists claim, i am looking for justice:

On May 14, 2024, at 11:58 AM, Matt wrote:

I never threatened harm. Harm doesnt make me whole. So keep trying to twist stuff that isnt there.

I also have emails from james agreeing to waive service and any cases filed until your email are based on that agreement.

I again urge you to stop your shady lying scandal unethical lying games with the court.

I will contact them whenever i need for cases yet to be filed as your not licensed in ny.

Also on RECORDED calls westlake says they didnt mail ANYTHING because my account is in "legal status" which blocks mail. Thats illegal and westlakes status doesnt supersede the laws.

I have several emails of james agreeing to waive service, so yet heres more lies by you which is evidence and being sent to the bar to show you continue to lie.

On May 14, 2024, at 11:47 AM, Pierre G Mina wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, December 7, 2024 9:02 AM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Furthermore this is ANOTHER breach of contract as YOUR ARBITRATION agreement specifically says arbitration or small claims and states westlake wont move it.
So here we go again with even more violations, unethical delays.

This is yet another breach of contract.

Now another lawsuit against pierre and the firm, another against westlake for breaching their agreement

I think in the wake of vigilantes targeting corrupt people like united health care, researching the huge corruption at westlake and this firm, that **if your accidentally doxed, something news worthy may happen**. Never know.

- > On Dec 6, 2024, at 4:43 PM, Matt <weissbrokerage@gmail.com> wrote:
- > Well, you moved it to state court in another costly delay. Now ill file the motions to remand and/or dismiss and refile in small claims.
- >
- > Lets not forget we still have the fcra, fdupta, illegal repo, ftc holder in due course to be filed, as well as the separate cases against james firm and pierre directly.
- >
- > Pierre, if you want to try and resolve this all in good faith, we have can have ONE professional phone call. Otherwise all communication from you will be required via mail.
- >
- > Should you all want to resolve this before years end, get this off your books, and we all part ways in the new years, please advise.
- >
- > I will accept your response via email to my only question of will you agree to a phone call and try to resolve this.
- >
- > I will even put it here for westlake to see, i have an offer that can be resolved for \$0 out of pocket, should you pick up the phone in good faith.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 17, 2025 9:39 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a **social media blitz** to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

On Jan 14, 2025, at 8:21 PM, Matt <weissbrokerage@gmail.com> wrote:

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

So im sure you spent 6 figures to defend 1 claim, and not only we STILL have that one claim, we have 17 more.

If you want to handle this directly with me, i am giving you a one time offer directly. I will NOT honor this if any communication comes from the corrupt scandal ridden firm. This is a direct offer before i file all 17 claims.

\$2,500 payable to me within 14 days, full mutual release for all parties(westlake and myself)(the corrupt lawfirm is not included and i will be litigating them and i suggest you file a malpractice claim as well), and full debt waiver of the loan per ftc holder in due course, plus the illegal repo and selling the car \$15,000 below cost.

So \$2,500 plus waiving whatever frivolous loan balance ends all litigation, or i file the 17 new cases and you spend up to 7 figures with that corrupt lawfirm who is more interested in charging you thousands per frivolous motion, continuing to waste costs moving cases only to have them moved back or refiled per contract.

This offer expires midnight friday. Either we have an executed settlement by end of friday, or a all cases filed monday.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 17, 2025 4:10 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a **social media blitz** to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

On Jan 14, 2025, at 8:21 PM, Matt <weissbrokerage@gmail.com> wrote:

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

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So \$2,500 plus waiving whatever frivolous loan balance ends all litigation, or i file the 17 new cases and you spend up to 7 figures with that corrupt lawfirm who is more interested in charging you thousands per frivolous motion, continuing to waste costs moving cases only to have them moved back or refiled per contract.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 8:13 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

James, are you available for a call early am tomorrow? I may entertain one possible offer to resolve this. I been reviewing the math, and what Orlando Car Depot paid may have covered all the upgrades in the car such as my

Cold air intake, new headlights 4 new tires and such. I am looking to find out the remaining damages im out for solely to the ftc holder in due course damages. Ftc holder in due course requires the entire deal to unwind as if it never happened requiring full refund of down payment, taxes, fees, payments and interest. I know i got some back on the chargebacks but not all payments.

I want to see what the remaining payments are i didnt get charged back, plus all the taxes+fees+downpayment.

Also if you can provide a FULL transaction history for my account for all payments made, all refunds made, all chargebacks so we can reconcile, i may settle for the following terms:

- 1)FULL REFUND OF ALL PAYMENTS/TAXES/FEEES/DOWNPAYMENT SATISFYING THE FTC HOLDER IN DUE COURSE
- 2)FULL RELEASE OF ANY PAST TO PRESENT POTENTIAL CLAIMS OR LIABILITIES WESTLAKE OR YOUR FIRM MAY THINK IT HAS AGAINST ME
- 3)I WILL RELEASE MY CLAIMS
- 4)PAYMENT WOULD BE WITHIN 10 DAYS
- 5)SUPPRESS ALL RECORDS FROM ALL CREDIT BUREAUS
- 6) NO DO NOT DISPARAGE OR CONFIDENTIALLY(this is the punishment and price you all pay for the games, and violations. Think, if we dont settle, i can still say whatever i want, AND you spend a fortune defending your crimes)
- 7) in exchange for me releasing the tccpa, fccpa, fcba, fcra, fdupta, breach of contract and other claims, the damages, actual, statutory, punitive, legal and simply releasing being made WHOLE like we never met and saving 6 figures in liability, damages and legal fees, line 6 is non negotiable AND you agree to \$25,000 liquidated damages if westlake violates any terms of the agreement such as payment is late, files any frivolous claim, violates any of my rights.

Please advise otherwise expect a wave of litigation to be filed since we have almost 30 cases, expect **social media campaign** and expect numerous regulatory complaints.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>

Sent: Thursday, February 15, 2024 10:01 AM

Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz <jschwartz@westlakefinancial.com>; James R. Liebler <JRLII@lgplaw.com>

Subject: Re: Multiple breaches of contract

Is there someone that can touch base to discuss the all the current cases filed?

Tcpa

Breach of arbitration agreement tcpa

Fdupa arbitration

Breach of arbitration fdupata

and the next 4 being filed, the breach of arbitration agreement for the fcra claim, and the fcra claim, fdupata for false advertising, ftc holder in due course for violating it and setting the car for repo when this provision allows non payment for damages?

Also **corrupt scum jim LIEbler** never got back to me on several questions because hes to busy breaching agreements to pad his invoices at westlakes expense, and my time which also will cost westlake. I got over 20+ of his cases, involving the same arbitration agreement where he compelled arbitration for the same crap hes clearly violating here. Ontop of the open shut, black and white arbitration agreement, many of his prior motions prove he is aware of it and decided to illegally stall, remove claims to waste time, which i will also seek sanctions ontop of breach of contract claims. Im sure a judge will be pissed with him wasting court resources and clogging the docket with garbage he ethically knew is wrong.

Also have several other items to discuss such as the status of the car because depending if im keeping it or not, will determine if i renew the tags which is due next week, vs if its not being given to me as part of settlement, it will have no tags or insurance pending the illegal repo which will open new lawsuits against westlake and the repo company.

Furthermore, i have been on social media and following the 40+ westlake lawsuits against people, and teaching people about the fcra, tcpa, illegal debt collection practices, and your case loads about to climb by the hundreds.

Lastly, about to secure a new westlake loan under a business to keep my teeth in this corrupt company to hold them accountable if we dont resolve the 15+ claims and counting.

> On Feb 14, 2024, at 9:21 AM, Matt <weissbrokerage@gmail.com> wrote:

>

> Few more cases hit the docket.

> I have 11 more ready to file soon. 8 already in motion between arbitration and court.

> This is going to make **scum bag scammer james liebler** rich as he money launders money from corrupt westlake filing known frivolous motions that only will be beat by your own arbitration agreement, result in additional cases, possible sanctions and a pissed off jury seeing how corrupt this is.

>

> This is exciting watching **scum bag attorneys** scam **scammer ass corrupt banks** only in the end to lose and pay 20 times more than i would of took,

>

>> On Feb 9, 2024, at 3:38 PM, Matt <weissbrokerage@gmail.com> wrote:

>>

>> Filed more cases, waiting to hit the docket.

>> Westlake, better get out your checkbook, this is going to be a very long costly ride.

>> Also filed the ftc/attorney general/cfpb/fdic complaints today.

>>

>> Now going on social media to help people sue because many have been victims and dont know how easy it is to enforce their rights.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, February 26, 2024 8:30 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss
v. Westlake Services, LLC

Good evening,

I'll be honest, so far you've been nice, **James Liebler has been 50% nice and 50% lying unprofessional scum, westlake is 110% corrupt scum.**

With all that being said, Pierre, I'll give you a chance to make an offer to Westlake to get a global resolution.

At the moment we have

- 1) small claims TCPA breach
 - 1) small claims TCPA (moved to federal, will be remanded, or refiled in small claims)
 - 1) not filed - small claims TCPA (new TCPA claim)
 - 1) not filed - small claims FCRA violations
 - 1) not filed - small claims FCRA arbitration breach
 - 5) FDUPTA claims for various breaches and false statements
- All will compel arbitration
All will cost Westlake \$100,000+ by the time I'm done.

Tomorrow (Tuesday) the 27th is my birthday, also I am on vacation with family, seeing my mother with kidney failure and father with stage 4 lung cancer possibly both for the last time.

I am pleading with you to get a resolution to save us ALL TIME AND MONEY.

It will save Westlake \$100,000+ in 15+ cases and counting, investigations from FTC, CFPB, attorney general and more. Will save me helping others on social media sue them.

I am seeking \$3,000 in a quick payout PLUS the car picked up, any balance completely voided from my name per the FTC holder in due course, PLUS they KEEP everything off my credit report.

In exchange, we can have a full final and global resolution, do not disparage, confidentiality, agreement to never do business with Westlake.

This allows me to spend more time with my family as they are given 3 months max, but not doing well, and makes me almost whole after OCD's settlement, and saves me all the upcoming court dates and filing more, saves Westlake 6 figures.

Please see if we can wrap this up

The TCPA I can refile or amend with the appropriate language which is \$1,500 per call.

I can file the new ones which Liebler will waste \$400 to move.

The FCRA compelling arbitration will be \$20,000 in arbitration costs.

All the mediations, motions, depositions and such a nightmare.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 13, 2024 11:39 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

So you ignore my emails then email jams without cc?

Clearly your firm isnt trying to resolve these, so we will ramp up the filings and regulatory complaints.

Also again, when are **those scum bags** illegally reposing the totaled car that is collecting storage fees and when are they paying the fees.

On Mar 11, 2024, at 10:38 AM, Matt <weissbrokerage@gmail.com> wrote:

Ok so this week ill refile the tcpa.

Should you wish to waste \$400 to move it, we will just do the same.

Also have a few others ill be filing.

We can play this all year, in the end, justice will happen.

Also again, the totaled car is collecting storage fees which will be westlakes responsibility.

They will be suing westlake soon to collect payment.

On Mar 11, 2024, at 9:30 AM, Matt <weissbrokerage@gmail.com> wrote:

What is the difference of accept vs waive?

On Mar 11, 2024, at 9:28 AM, Pierre G Mina
<pgm@lgplaw.com> wrote:

Mr. Weiss,

Our client considered the attached settlement offer and rejected same.

To clarify regarding service of process, Mr. Liebler agreed to accept service. He did not agree to waive service.

Thank you,

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 11:14 AM
To: Matt
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

James, are you able to have a call and consent to it being recorded so hopefully you dont lie and if you do its proof, and try to resolve this?

Clearly pierre mina, is a jew hating terrorist supporter who made it evidently clear and seems hell bent on scamming westlake for fees for motions full of fraudulent misrepresentations CLEARLY provable by evidence

On Mar 27, 2024, at 10:45 AM, Matt <weissbrokerage@gmail.com> wrote:

So your still ignoring me, still acting negligent, and still not rebooking the hearing for when im back from vacation because your a corrupt counsel who is going to be exposed for all the fraudulent misrepresentations you made on the record. I am filing a bar complaint, filing a lawsuit against both counsel, and filing the next wave of claims against westlake, and new cfpb/ftc/attorney general complaints.

On Wed, Mar 27, 2024 at 9:10 AM Matt <weissbrokerage@gmail.com> wrote:

So are you ever going to call to discuss this and try to resolve or we just going to file endless motions back and forth, 20+ cases, and your client wastes tens of thousands on useless motions and games instead of a resolution.

Also the car, when are they spending thousands to skip trace and hire repo to take the car that is severely damaged, vandalized, stripped, and worthless?

On Mar 26, 2024, at 10:11 AM, Matt <weissbrokerage@gmail.com> wrote:

i dont suppose anyone wants to negotiate before the next tcpa+breach+fcra+fcra breach are filed? I have over 20+ claims to keep us busy for years and more weekly by recording calls of violations admitted by customer service?

Also love how your motion has fraudulent misrepresentations saying i didnt attach the agreement when its been on the docket.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 10:18 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

James, **is pierre with the taliban, isis, al quida or a different cell targeting jewish americans?**

On Mar 27, 2024, at 4:09 PM, Matt <weissbrokerage@gmail.com> wrote:

Someone is coming to buy the car off me for \$2,000 knowing it has a lien. They going to chop it up and part it out, scrap the waste, sell the catalytic converter and everything.

So not sure what happens next but they also paying off the storage fees.

Whats the next steps?

On Mar 27, 2024, at 11:38 AM, Matt <weissbrokerage@gmail.com> wrote:

Ok well i will begin emailing all c level executives and everyone i can to explain the fraudulent billing, legal malpractice being done as well as them violating fiduciary responsibility by wasting money endlessly and negligently.

On Mar 27, 2024, at 11:14 AM, Matt
<weissbrokerage@gmail.com> wrote:

James, are you able to have a call and consent to it being recorded so hopefully you dont lie and if you do its proof, and try to resolve this?

Clearly pierre mina, is a jew hating terrorist supporter who made it evidently clear and seems hell bent on scamming westlake for fees for motions full of fraudulent misrepresentations CLEARLY provable by evidence

On Mar 27, 2024, at 10:45 AM, Matt
<weissbrokerage@gmail.com> wrote:

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 28, 2024 5:40 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Okay since counsel is absolutely ignoring EVERYTHING i will be calling in house counsel on their cell phones they provided me while it was in house. They will be extremely pissed their negligent **racist outside counsel** cost them getting the car back for free and also got them slapped a sanctions motion for fraudulent statements and lies in the frivolous motion filed which is easily provable on the record which is negligence and malpractice they can and should go after your firm for.

Your firm handled several cases for several defendants, all went smooth, all settled for \$20k-80k for defendants like this who are serial repeat offenders with 20+ cases.

Clearly James as owner of the firm rather scam and bleed their client of funds, and **isis support pierre needs money to fund terrorists against jews.**

Maybe you should of learned communication is key and ask the 12+ attorneys from your firm who got along VERY PROFESSIONAL with me and saved their client \$100,000's.

On Mar 28, 2024, at 9:45 AM, Matt <weissbrokerage@gmail.com> wrote:

Someone is coming to buy the car off me for \$2,000 knowing it has a lien. They going to chop it up and part it out, scrap the waste, sell the catalytic converter and everything.

So not sure what happens next but they also paying off the storage fees.

Whats the next steps?

On Mar 27, 2024, at 11:38 AM, Matt <weissbrokerage@gmail.com> wrote:

Ok well i will begin emailing all c level executives and everyone i can to explain the fraudulent billing, legal malpractice being done as well as them violating fiduciary responsibility by wasting money endlessly and negligently.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, April 10, 2024 4:26 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

Thanks for the reply. Surprisingly still have internet/wifi even though i bought it for 24 hours.

Can you advise if westlake is going to attempt to illegally collect the debt or just keep it charged off? Also since they took it off my report months ago illegally for retaliation, are they keeping it off? Also if the **bias judge** does award sanctions, is westlake going to pursue it?

Assuming they keep the fraudulent loan off my report, i will hold off the fcra lawsuit. Assuming they dont try to collect and illegal debt on a forged loan, violating multiple state and federal laws, then i wont file a lawsuit for the ftc holder in due course, illegal repo, and such. If they dont pursue sanctions if awarded, i wont appeal it due to the overwhelming bias and slander said and done by the judge which will be even more time and costs.

And lastly if the first answers are yes and last is no, i wont refile the tcpa and other phone violations. So basically we will essentially not legally be settled, but not litigating multiple cases for multiple years.

If they attempt to collect sanctions if awarded by a very clearly **bias judge**, it will immediately be appealed as i wrote the dismissal and know what it means, and his very slanderous accusations show bias.

If they attempt to collect a debt knowing its illegal based on a forged contract, that will be several lawsuits for debt collection and ftc holder in due course.

So basically we can end litigation without the formality of a settlement. Or they cant try to continue their illegal behavior and if ANY of the above happens, all lawsuits get filed, appeals get filed, and everything moves forward.

The balls in their court.

On Apr 10, 2024, at 4:16 PM, Pierre G Mina wrote:

Mr. Weiss,

Our client rejected your proposal.

Thank you,

Pierre G. Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO
44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, April 12, 2024 2:06 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

Good afternoon.

Any update?

I would need to know because i would have to move to file the appeal soon if they are attempting to get sanctions with this **bias and unprofessional judge**.

Also would need to start the filings of the cases if we clearly moving forward battling each other.

Also they never sent me any paperwork on the illegal repo, where it is, when its being sold, how to recover my belongings which is new law violations and suits to be filed.

On Apr 10, 2024, at 4:44 PM, Matt wrote:

Well i was thinking youd ask them and propose my email?
Obviously they would have to consent to you disclosing, which if they want to avoid litigation for all the remainder of claims, would make sense

On Apr 10, 2024, at 4:42 PM, Pierre G Mina wrote:

Mr. Weiss,
No, we cannot answer your questions because you are seeking information that is protected by the attorney-client privilege.
Thank you,

Pierre G. Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO
44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel:
(305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web:
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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Sunday, April 21, 2024 9:23 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre, are you available today(monday) for a call.

Westlake is the ONLY defendant left, as all other defendants are done.

We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

Either they agree get that false reporting off my report THIS week, agree to not ever falsely report it, and agree to remove that fraudulent balance from my name and agree it will not pursue frivolous sanctions from a **bias judge** which i will appeal, OR i will file the appeal on that and every case i dismissed, i will file the new lawsuit for the telephone violations, new lawsuit for the fcra breach of contract, new fcra lawsuit, lawsuit for violating ftc holder in due course, a lawsuit for illegal repo and not providing notice on how to get my property, when sold and such.

This can end this week and we forever move on to save time and expense, or westlake can continue to act petty and break laws, and it will be in endless litigation in multiple court jurisdictions, some pro se, some with counsel, some in fed, some in state, some in small claims, some in florida, some in ny.

Does westlake really want to continue breaking laws and spend 7 figures in litigation when in the end, my credit report will be fixed, the fraudulent loan will be removed from me, and westlake has nothing to gain from this financially, but serious liabilities for its malicious behavior.

Also i will file against the in house counsel, and executives directly.

This can end, or be the most costly mistake of this corrupt banks history, making israel vs iran, ukraine vs russia look peaceful to what our litigation in court, public opinion and other methods to expose the illegal and corrupt bullshit westlake is doing.

I am trying to spend the last 2 months or less of my parents lives who are dying of terminal cancer, and westlake is stealing that time and this will be VERY PERSONAL.

Please advise if we can talk and resolve this as westlake gains NOTHING from litigation nor violating the law and my rights, has 7 figures of expenses if we move forward, vs ending this and never doing business.

On Apr 20, 2024, at 6:42 PM, Matt wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, May 14, 2024 12:52 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

So ill ask one more time, does anyone want to have a good faith call and try to resolve all cases and put a global resolution in place?

Or are we going tit for tat, and i file the remaining 11 cases, and then sue the executives personally and your firm for the malpractice/lies/slander; and we keep this going for years until westlake stops violating the laws and runs out of liability.

Also as a victim of id theft, i have absolutely NO issues filing bankruptcy, which will wipe out any potential judgements **should you get another judge paid off.**

So i can hold you accountable risk free, and let the evidence play out, and either win on the Merritt and evidence or fight like hell to expose all the fraud and crimes at westlakes expense and then god forbid a **corrupt judge** ignores facts, bankruptcy will wipe out anything.

In the end westlake will be held accountable, so why not resolve this now? Im not looking for money as you con artists claim, i am looking for justice:

On May 14, 2024, at 11:58 AM, Matt wrote:

I never threatened harm. Harm doesnt make me whole. So keep trying to twist stuff that isnt there.

I also have emails from james agreeing to waive service and any cases filed until your email are based on that agreement.

I again urge you to stop your shady lying scandal unethical lying games with the court.

I will contact them whenever i need for cases yet to be filed as your not licensed in ny.

Also on RECORDED calls westlake says they didnt mail ANYTHING because my account is in "legal status" which blocks mail. Thats illegal and westlakes status doesnt supersede the laws.

I have several emails of james agreeing to waive service, so yet heres more lies by you which is evidence and being sent to the bar to show you continue to lie.

On May 14, 2024, at 11:47 AM, Pierre G Mina wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, May 30, 2024 10:56 AM
To: Pierre G Mina; James R. Liebler; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Weiss vs westlake

Its been a while since we touched base since i been on extensive travel for family.

With that being said, we had some peace and let steam cool. I know your putting all your eggs in the sanctions basket. However that will fail for 2 reasons.

- 1) i will appeal IF awarded due to the **bias judge** being removed
- 2) due to the significant damages caused by westlake and others INTENTIONAL sabotage of my credit report, costing me job opportunities, i will be filing bankruptcy to clear out all the frivolous and illegal debt like westlakes debt from violating ftc holder and would include any frivolous civil judgements.

With all that being said,

I still have multiple cases for

- 1) ftc holder in due course
- 2) illegal repo
- 3) not providing documents when selling the car
- 4) stealing my personal stuff
- 5) intentional fcra violations
- 6) multiple telephone claim violations
- 7) multiple breaches of contract
- 8) multiple appeal claims

With all this on the table, i am reaching out one last time in effort to save me time, which will in turn save westlake money and time to see if we can resolve this with a 100% mutual release against each other with any and all claims, potential claims, as well as a few other non monetary things.

Please advise as westlake will NOT see a penny from me through bankruptcy that it potentially is liable for due to intentional fcra damages taking 800 scores to 500 costing me jobs. It will however be guaranteed to defend numerous meritful claims with overwhelming evidence of damages.

This email has been scanned for spam and viruses. Visit the following link to report this email as spam:

https://us1.proofpointessentials.com/app/report_spam.php?mod_id=&mod_option=gitem&report=type?syspam&k=&payloadS616c7465645f5f02a2633b4bd54069fae679b92a7df94fef1a37a7ddd15f89248b63aececbe40297067445ba531e88e52fbf355fe45deecaccb0266b5c470313e9917f1c18b083699c5cc95d0d1be55a2b0836d6366ab03e42cb2c957e912f605d268e31a4315837696676171088ea681189d6e3f460fd03538f7005a5192e2620a6d2105b3088578206f60d27a62b

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, May 31, 2024 8:33 AM
To: Pierre G Mina
Cc: James R. Liebler
Subject: Re: Weiss vs westlake

Ok, i will file a wave of additional cases in florida shortly and send the service documents.
Also will be enforcing the default judgements in new york.

I will hold them accountable on each and every violation.
Also in the rare event **they bribe another corrupt bias judge**, all frivolous judgements will be included in the bankruptcy which also is extreme damages for causing my score to go from 800 to 500ish.

Looking very forward to ramping this up making the first round look like easy mode.

On May 31, 2024, at 8:27 AM, Pierre G Mina wrote:

Mr. Weiss,
Our client reviewed and rejected your settlement proposal.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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From: Matt
Sent: Friday, May 31, 2024 8:25 AM
Cc: Pierre G Mina ; James R. Liebler
Subject: Re: Weiss vs westlake

Any update?

Once the hearing is over, and if the judge denies the sanctions, or approves to reopen due to bias, then i will clearly move forward with everything.

Westlake clearly has significant liability on numerous laws broken. Also will not be able to collect a corrupt dam penny from me.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>

Sent: Thursday, February 15, 2024 10:01 AM

Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz <jschwartz@westlakefinancial.com>; James R. Liebler <JRLII@lgplaw.com>

Subject: Re: Multiple breaches of contract

Is there someone that can touch base to discuss the all the current cases filed?

Tcpa

Breach of arbitration agreement tcpa

Fdupa arbitration

Breach of arbitration fdupat

and the next 4 being filed, the breach of arbitration agreement for the fcra claim, and the fcra claim, fdupat for false advertising, ftc holder in due course for violating it and setting the car for repo when this provision allows non payment for damages?

Also corrupt scum jim LIEbler never got back to me on several questions because hes to busy breaching agreements to pad his invoices at westlakes expense, and my time which also will cost westlake. I got over 20+ of his cases, involving the same arbitration agreement where he compelled arbitration for the same crap hes clearly violating here. Ontop of the open shut, black and white arbitration agreement, many of his prior motions prove he is aware of it and decided to illegally stall, remove claims to waste time, which i will also seek sanctions ontop of breach of contract claims. Im sure a judge will be pissed with him wasting court resources and clogging the docket with garbage he ethically knew is wrong.

Also have several other items to discuss such as the status of the car because depending if im keeping it or not, will determine if i renew the tags which is due next week, vs if its not being given to me as part of settlement, it will have no tags or insurance pending the illegal repo which will open new lawsuits against westlake and the repo company.

Furthermore, i have been on social media and following the 40+ westlake lawsuits against people, and teaching people about the fcra, tcpa, illegal debt collection practices, and your case loads about to climb by the hundreds.

Lastly, about to secure a new westlake loan under a business to keep my teeth in this corrupt company to hold them accountable if we dont resolve the 15+ claims and counting.

> On Feb 14, 2024, at 9:21 AM, Matt <weissbrokerage@gmail.com> wrote:

>

> Few more cases hit the docket.

> I have 11 more ready to file soon. 8 already in motion between arbitration and court.

> This is going to make scum bag scammer james liebler rich as he money launders money from corrupt westlake filing known frivolous motions that only will be beat by your own arbitration agreement, result in additional cases, possible sanctions and a pissed off jury seeing how corrupt this is.

>

> This is exciting watching scum bag attorneys scam scammer ass corrupt banks only in the end to lose and pay 20 times more than i would of took,

>

>> On Feb 9, 2024, at 3:38 PM, Matt <weissbrokerage@gmail.com> wrote:

>>

>> Filed more cases, waiting to hit the docket.

>> Westlake, better get out your checkbook, this is going to be a very long costly ride.

>> Also filed the ftc/attorney general/cfpb/fdic complaints today.

>>

>> Now going on social media to help people sue because many have been victims and dont know how easy it is to enforce their rights.

>>

>>>> On Feb 9, 2024, at 12:36 PM, Matt <weissbrokerage@gmail.com> wrote:

>>>

>>> Does anyone want to discuss the 2 arbitrations currently filed, 3 court cases filed, and 3 new breach of claims being filed today as the arbitration agreement YOU wrote had been breached MULTIPLE times by your corrupt outside counsel scamming you for tons of legal fees and multiplying the amount of lawsuits you face for his financial gain at your expense and at the expense of my rights.

>>>

>>>> On Feb 9, 2024, at 12:21 PM, Matt <weissbrokerage@gmail.com> wrote:

>>>>

>>>> Hello,

>>>> We already have 2 arbitrations and 4 lawsuits.

>>>> Now you breached your arbitration agreement 3 more times ontop of the 2 claims already.

>>>>

>>>> YOU made the arbitration agreement and YOU continue to break it.

>>>>

>>>> Wasting tons of money to remove claims to federal court only to have it remanded and also another claim for breach.

>>>> Wasting money in compel cases only to lose and pay the fees as required.

>>>>

>>>> You guys continue to breach contract after contract all so your outside counsel can pad their invoices at your expense landing you into litigation over and over

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, February 26, 2024 8:30 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss
v. Westlake Services, LLC

Good evening,

I'll be honest, so far you've been nice, James Liebler has been 50% nice and 50% lying unprofessional scum, Westlake is 110% corrupt scum.

With all that being said, Pierre I'll give you a chance to make an offer to Westlake to get a global resolution.

At the moment we have

- 1) small claims TCPA breach
 - 1) small claims TCPA (moved to federal, will be remanded, or refiled in small claims)
 - 1) not filed - small claims TCPA (new TCPA claim)
 - 1) not filed - small claims FCRA violations
 - 1) not filed - small claims FCRA arbitration breach
 - 5) FDUPTA claims for various breaches and false statements
- All will compel arbitration
All will cost Westlake \$100,000+ by the time I'm done.

Tomorrow (Tuesday) the 27th is my birthday, also I am on vacation with family, seeing my mother with kidney failure and father with stage 4 lung cancer possibly both for the last time.

I am pleading with you to get a resolution to save us ALL TIME AND MONEY.

It will save Westlake \$100,000+ in 15+ cases and counting, investigations from FTC, CFPB, attorney general and more. Will save me helping others on social media sue them.

I am seeking \$3,000 in a quick payout PLUS the car picked up, any balance completely voided from my name per the FTC holder in due course, PLUS they KEEP everything off my credit report.

In exchange, we can have a full final and global resolution, do not disparage, confidentiality, agreement to never do business with Westlake.

This allows me to spend more time with my family as they are given 3 months max, but not doing well, and makes me almost whole after OCD's settlement, and saves me all the upcoming court dates and filing more, saves Westlake 6 figures.

Please see if we can wrap this up

The TCPA I can refile or amend with the appropriate language which is \$1,500 per call.

I can file the new ones which Liebler will waste \$400 to move.

The FCRA compelling arbitration will be \$20,000 in arbitration costs.

All the mediations, motions, depositions and such a nightmare.

For my birthday, help get this done, save westlake 6 figures, make me almost whole and let me spend time with my parents before they are gone.

Please confirm receipt.

On Feb 26, 2024, at 9:44 AM, Pierre G Mina <pgm@lgplaw.com> wrote:

Good morning, Mr. Weiss.

I am joining Mr. Liebler and not replacing him. Please direct all future communications and documents to us both.

Thank you,



Pierre G. Mina
Attorney
LIEBLER, GONZALEZ & PORTUONDO

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Associate Attorney
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From: Matt <weissbrokerage@gmail.com>

Sent: Friday, February 23, 2024 9:51 PM

To: Pierre G Mina <pgm@lgplaw.com>

Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 8, 2024 5:11 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

Well since you decided not to call to discuss, and the tcpa was dismissed without prejudice, i am refiling it

You just wasted \$400 in fees, and 10k in legal fees for westlake and we start again.
Also still have the other live claims, and MANY MANY more to be filed.

On Mar 6, 2024, at 4:14 PM, Matt <weissbrokerage@gmail.com> wrote:

You can reach out to him to verify, he said it MULTIPLE emails. I already provided him all the case numbers. If he wants to be a slacker, thats on him. I would only discuss the potential termination of cases via phone as some of the conversation will not be suitable for leaving in writing as it relates to the car.

I was advised the car would be illegally repossessed regardless of the litigation and the hold required by the ftc holder in due course to with hold payments. I have removed the plates, and insurance. It is being assessed daily storage fees since they already claimed the car is theirs yet never came to get it.

On Wed, Mar 6, 2024 at 3:52 PM Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

I am not aware of any instance in which Mr. Liebler “waived appearance” in a lawsuit. Please provide the case numbers for the lawsuits you are referring to in your email below.

With respect to the attached email, if you have any proposals for terminating all litigation, please let me know what they are, and I will confer with my client regarding same. Also, please provide the basis for invoicing my client storage fees.

Thank you,

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 8, 2024 10:24 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

So they want to settle for \$15,000 or do we refile the case and file some of the remaining 17+ cases? I was going to make an offer MUCH less but since you didnt want to call, thats off. All numbers go up

On Mar 6, 2024, at 4:14 PM, Matt <weissbrokerage@gmail.com> wrote:

You can reach out to him to verify, he said it MULTIPLE emails. I already provided him all the case numbers. If he wants to be a slacker, thats on him. I would only discuss the potential termination of cases via phone as some of the conversation will not be suitable for leaving in writing as it relates to the car.

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With respect to the attached email, if you have any proposals for terminating all litigation, please let me know what they are, and I will confer with my client regarding same. Also, please provide the basis for invoicing my client storage fees.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 8, 2024 3:19 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

Are we going to discuss the car storage fees, refiling cases, new cases, and other stuff or no?

On Mar 6, 2024, at 4:14 PM, Matt <weissbrokerage@gmail.com> wrote:

You can reach out to him to verify, he said it MULTIPLE emails. I already provided him all the case numbers. If he wants to be a slacker, thats on him. I would only discuss the potential termination of cases via phone as some of the conversation will not be suitable for leaving in writing as it relates to the car.

I was advised the car would be illegally repossessed regardless of the litigation and the hold required by the ftc holder in due course to with hold payments. I have removed the plates, and insurance. It is being assessed daily storage fees since they already claimed the car is theirs yet never came to get it.

On Wed, Mar 6, 2024 at 3:52 PM Pierre G Mina <pgm@lgplaw.com> wrote:

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With respect to the attached email, if you have any proposals for terminating all litigation, please let me know what they are, and I will confer with my client regarding same. Also, please provide the basis for invoicing my client storage fees.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 8, 2024 4:42 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

The \$3,000 is off the table.

The demands and damages only will go up as well as their expenses and case load.

I will not play email tag. James LIEbler waived service on ALL cases.

I will refile the tcpa and if you waste \$400 to remove it, itll be dismissed and refiled. Transunion played that and after 40k wasted, stopped playing that game.

I have 8 more breach of contracts, 7 fduptas, fcra, fcra breach and more to file.

I sent LIEbler all cases. I wont send again except for newly filed ones. If he cant be organized, i wont do extra work. Ill be enforcing the defaults soon.

Also i have 2 entities that will be sending invoices and suing to enforce storage fees.

Westlake can settle, or we can play games at their expense for almost 20+ cases and counting. My demands will only go up as well as their expenses

On Mar 8, 2024, at 4:36 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

As I previously stated, I am not inclined to schedule a call at this time. If there are matters that you wish to discuss, please continue to direct them to us via email. We respectfully disagree with your basis for invoicing our client storage fees for the vehicle. We will confer with our client regarding the attached settlement offer and follow up with you. However, we would point out that you sought \$3,000 in your previous settlement offer, which our client rejected. Finally, please provide me with a list of all the cases (including the name of the court and case number) in which you are stating that:

1. Mr. Liebler waived service; and/or
2. default judgements were issued.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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pgm@lgplaw.com | Web: www.lgplaw.com

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, March 11, 2024 10:38 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

Ok so this week ill refile the tcpa.
Should you wish to waste \$400 to move it, we will just do the same.
Also have a few others ill be filing.
We can play this all year, in the end, justice will happen.
Also again, the totaled car is collecting storage fees which will be westlakes responsibility. They will be suing westlake soon to collect payment.

On Mar 11, 2024, at 9:30 AM, Matt <weissbrokerage@gmail.com> wrote:

What is the difference of accept vs waive?

On Mar 11, 2024, at 9:28 AM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

Our client considered the attached settlement offer and rejected same.

To clarify regarding service of process, Mr. Liebler agreed to accept service. He did not agree to waive service.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO
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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 13, 2024 11:39 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

So you ignore my emails then email jams without cc?
Clearly your firm isnt trying to resolve these, so we will ramp up the filings and regulatory complaints.

Also again, when are those scum bags illegally reposing the totaled car that is collecting storage fees and when are they paying the fees.

On Mar 11, 2024, at 10:38 AM, Matt <weissbrokerage@gmail.com> wrote:

Ok so this week ill refile the tcpa.
Should you wish to waste \$400 to move it, we will just do the same.
Also have a few others ill be filing.
We can play this all year, in the end, justice will happen.
Also again, the totaled car is collecting storage fees which will be westlakes responsibility.
They will be suing westlake soon to collect payment.

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<pgm@lgplaw.com> wrote:

Mr. Weiss,

Our client considered the attached settlement offer and rejected same.

To clarify regarding service of process, Mr. Liebler agreed to accept service. He did not agree to waive service.

Thank you,

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 13, 2024 4:34 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

if we cant get answers, ill get them from westlake directly

So you ignore my emails then email jams without cc?
Clearly your firm isnt trying to resolve these, so we will ramp up the filings and regulatory complaints.

Also again, when are those scum bags illegally reposing the totaled car that is collecting storage fees and when are they paying the fees.

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<pgm@lgplaw.com> wrote:

Mr. Weiss,

Our client considered the attached settlement offer and rejected same.

To clarify regarding service of process, Mr. Liebler agreed to accept service. He did not agree to waive service.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 13, 2024 7:26 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: SERVICE OF COURT DOCUMENTS - Case Number 6:24-cv-00291-WWB-DCI - Weiss v. Westlake Services, LLC

I cant direct if its intentionally ignored.
All cases were provided when filed.
You never answered when they coming to illegally repo the car that is totaled and wasting space collecting fees.

Also next week filing a new wave of cases.

On Mar 13, 2024, at 7:24 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

Once again, please direct all future communications regarding this matter to our firm and refrain from making offensive remarks. We requested a list of all the cases (including the name of the court and case number) that you mentioned in your emails, and you declined to provide same. We have responded to your settlement offers and your questions with respect to the vehicle / storage fees. We cannot answer legal questions such as the difference between accepting service and waiving service.

Thank you,

Pierre G. Mina

<image001.jpg> Associate Attorney

LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 14, 2024 1:51 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

This is the fcra case you breached contract on by not paying the fees.
The breach case will be filed next week to compel payment and also filing the tcpa again.
Then have about 16 more cases

Also again, when are they illegally repoing the car? Its totaled, and being vandalized daily and being stripped of parts. I personally wont waste time trying to protect their property.

On Mar 14, 2024, at 11:20 AM, Pierre G Mina <pgm@lgplaw.com> wrote:

Thank you, Mr. Brancato. Yes, we are aware of the closed arbitration referenced below.

Thanks again,

Pierre G. Mina
<image002.jpg> Associate Attorney
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<LGPEmail70_347a54aa- Pierre G Mina
52ab-4353-bb0a- Associate Attorney
f31800a1d72b.jpg> LIEBLER, GONZALEZ & PORTUONDO

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From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 15, 2024 8:38 AM
To: Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 15, 2024 6:32 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

I have repeatedly and respectfully said i will not tolerate being ignored while my rights are violated. You can object to characterization, doesnt change the facts.

So we will move forward with litigation on the storage fees and put a lien on the car.

You mean refer to the retail agreement that REQUIRES your client arbitration fees which is has BREACHED? The retail agreement your client has WILLFULLY AND INTENTIONALLY BREACHED 11 times? You cant hide behind the agreement for protection WHILE breaching it against my rights.

Your client has violated NUMEROUS laws and my rights, breached its contract, the tcpa, fcra, fdupta and more.

I have 20 more lawsuits ready plus helping others file for storage fees.

I am not providing the address for them to ILLEGALLY repo the car VIOLATING the holder in due course rights to withhold payments for damages and breaches. Your client can waste thousands and try to find where the vehicle is totaled and being parted and vandalized on its own expense or i will advise the location upon storage fees being paid and ALL 20 cases being settled.

The car has no insurance, no plate or registration. People are assuming its abandoned and gutting it for parts and trashing the vehicle because its been immobilized and at the same spot for weeks.

In the end, westlake will face 20+ jury trials with the laws clear as day, overwhelming evidence and witnesses.

On Mar 15, 2024, at 6:23 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

We have repeatedly and respectfully instructed you to direct all communications regarding this matter to our firm. Please govern yourself accordingly.

We object to your characterization of our client taking illegal action in your emails below and attached. We have already responded to your question regarding the vehicle storage fees and advised that we disagree with your basis for invoicing our client for same. Please refer to the Retail Installment Contract and Security Agreement dated December 3, 2022, if you have any additional

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 15, 2024 6:43 PM
To: Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Furthermore, if you had the respect to call me, this WOULD of been resolved for \$0 for but certain provisions for the sake of time.

YOU refused, costing your client an off ramp of \$0 and instead guaranteed 20 cases and climbing, huge expenses to pay for your willful breaches of their arbitration agreement, costs to find their worthless totaled car that they could of got in mint condition and sold wholesale for some or private for 10-15k.

Now they looking at 300k minimum in expenses for 20 jury trials and counting.

I already pulled over 100 recent cases where james liar and john schwarts compelled arbitration per THEIR agreement, the same one your violating.

A jury will see clear bias, abusing the court system, breaching its agreement to delay.

On Mar 15, 2024, at 6:31 PM, Matt <weissbrokerage@gmail.com> wrote:

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 19, 2024 3:40 PM
Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

You paying the arbitration fees or we need another breach of contract claim?
Also when are you spending money to find the far to illegally repo it?
Went from mint condition, to totaled, vandalized, stripped of parts, and worth nothing while collecting storage fees.

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 20, 2024 9:35 AM
Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 20, 2024 10:41 AM
Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Well after speaking to attorneys, even more lawsuits to file.

Ontop of several FDUPTA and FCRA claims, numerous breach of arbitration/contract claims, now i have several TCPA/FDCPA/FCCPA claims.

I have over 17 lawsuits to file ontop of the few already filed and the few i got default judgements on.

Anyone wish to try to resolve before more claims arise?

On Mar 20, 2024, at 9:35 AM, Matt <weissbrokerage@gmail.com> wrote:

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Sent: Wednesday, March 20, 2024 1:01 PM
Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Sent: Wednesday, March 20, 2024 3:14 PM
Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Also a lien is now being put on the car for the storage/mechanic fees.
So soon they will be filing court documents to take the title/sell the vehicle.

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Sent: Thursday, March 21, 2024 9:55 AM
Cc: Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Pierre,

Its been now 4 days if ignoring me.

Should i assume you and james have given up ethics and any good faith with the sole intention to provoke more litigation to generate funds for the firm and all contact should be directed to westlake directly via recorded calls and email?

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From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 21, 2024 10:08 AM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

You have not responded to all emails.

You have not answered when they are going to spend thousands to hire skip tracers to illegally repo the car.

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You have not answered if you will pay the arbitration fees or rather more breach of contract claims.

On Mar 21, 2024, at 10:06 AM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

We have responded to your emails. You may not like or agree with our responses, but that does not mean that we are ignoring you. We have repeatedly instructed you to direct all communications to our firm. Please govern yourself accordingly.

Thank you,

Pierre G. Mina
<image001.jpg> Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO
44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email:
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<LGPEmail70_347a54aa- Pierre G Mina
52ab-4353-bb0a- Associate Attorney
f31800a1d72b.jpg> LIEBLER, GONZALEZ & PORTUONDO
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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 21, 2024 10:46 AM
To: Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

I have had a few lawyer consults and narrowing down which ill be taking for the ftc holder in due course, multiple breaches of contract, fcra violations, tcpa/fccpa/fdcpa.

You sure you dont want to resolve with me before you have to cover my legal fees, expensive depositions and discovery costs?

Ill be retaining one soon if we dont start resolving everything

On Mar 21, 2024, at 10:08 AM, Matt <weissbrokerage@gmail.com> wrote:

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To: Westlake_legaldepartment@westlakefinancial.com; John Schwartz
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Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Sent: Thursday, March 21, 2024 3:27 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_LegalDepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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<LGPEmail70_347a54aa-52ab-4353-bb0a-f31800a1d72b.jpg> Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 21, 2024 6:47 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Still waiting over 7 days for the answers.
Im about to just leave the keys on the hood and let whoever do whatever.

On Mar 21, 2024, at 3:26 PM, Matt <weissbrokerage@gmail.com> wrote:

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 22, 2024 2:47 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Ok keys are left on the hood. No insurance. Its a free car to anyone brave enough

On Mar 21, 2024, at 6:46 PM, Matt <weissbrokerage@gmail.com> wrote:

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From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 22, 2024 2:59 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_LegalDepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

I will provide the address upon settling all claims.

Otherwise, spend thousands, hire skip tracers, and repo companies, and try to find the totaled and abandoned vehicle with no plates to scan or insurance.

Its an illegal repo so they will have to work for it before the car gets taken to a chop shop.

Its already vandalized, parted out, immobilized.

It was MINT when i had it.

They would of got it back MINT if you called me when i requested and was going to settle for \$0 but certain conditions and terms.

Negligence and bad communication cost your corrupt client a mint vehicle that private could of got 15k and wholesale 1.5k to a vehicle that will cost 5k to find, 10k to recondition, fix the engine/transmission/fuel system, bullet holes and everything else damaged by whoever has been having fun with it.

Again i remain open to settlement discussions for the multiple tcpa/fccpa/fdcpa/fdupta/fcra/breach of contract claims as ill be ramping up the case filings soon.

On Mar 22, 2024, at 2:51 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

Please provide the address where the vehicle is currently located.

Thank you,



Pierre G. Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, March 22, 2024 4:55 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, March 25, 2024 3:25 PM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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On Mar 22, 2024, at 2:51 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Mr. Weiss,

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Thank you,

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 10:05 AM
To: Ms. Michel K. Valerio
Cc: 70orange@ocnjcc.org; James R. Liebler; Pierre G Mina; Laura E. Rodriguez; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: Requesting Hearing - Weiss v. Westlake - 2024-SC-006418-O - LGP 345-0564
Attachments: 09. Westlake's MTD Pl's Complaint with Prejudice.pdf

Hello Div 70,

Defendant did not reach out to check my availability per the judges rules. Also defendant did not meet and confer. Also corrupt defendant counsel picked dates it KNEW i would be on vacation with my parents who have terminal cancer, with the sole intention of knowing id have no internet service to attend or would sacrifice time with my family.

Those dates do not work and i object to corrupt counsel breaking the court rules, unilaterally setting dates without coordination to defraud the court by making sure i couldnt attend.

On Mar 26, 2024, at 9:52 AM, Ms. Michel K. Valerio <MKV@lgplaw.com> wrote:

Dear Division70,

Please see below request.

CASE STYLE: **Matthew Weiss vs. Westlake Services, LLC**
CASE NUMBER: **2024-SC-006418-O**
DATE AND TIME SELECTED: **04/08/2024 or 04/09/2024**
HOW MUCH TIME NEEDED: **30 min**
TITLE OF THE MOTION(S): **Defendant's Motion to Dismiss Complaint with Prejudice**
NAME OF ATTORNEYS FOR BOTH PARTIES, OR IF PRO-SE: **James R. Liebler, II and Pierre G. Mina, Esq. (Defense Attorneys) ; Matthew Weiss (Pro Se Plaintiff)**
MEET & CONFER DATE: **Not Applicable per the JA**
DATE COORDINATED WITH OC: **Not Applicable per the JA**
VIRTUAL OR IN PERSON: **Virtual**



Ms. Michel K. Valerio
Legal Assistant/Paralegal
LIEBLER, GONZALEZ & PORTUONDO

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 10:12 AM
To: Pierre G Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

i dont suppose anyone wants to negotiate before the next tcpa+breach+fcra+fcra breach are filed? I have over 20+ claims to keep us busy for years and more weekly by recording calls of violations admitted by customer service?

Also love how your motion has fraudulent misrepresentations saying i didnt attach the agreement when its been on the docket.

Will be filing a motion for sanctions, motion to compel payment of arbitration, and a bar complaint.

Also picking dates when you knew im on vacation with my terminal parents was a fucked up move and **you will personally pay for that.**

I will provide the address upon settling all claims.

Otherwise, spend thousands, hire skip tracers, and repo companies, and try to find the totaled and abandoned vehicle with no plates to scan or insurance.

Its an illegal repo so they will have to work for it before the car gets taken to a chop shop.

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On Mar 22, 2024, at 2:51 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 1:51 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

So are you ever going to call to discuss this and try to resolve or we just going to file endless motions back and forth, 20+ cases, and your client wastes tens of thousands on useless motions and games instead of a resolution.

Also the car, when are they spending thousands to skip trace and hire repo to take the car that is severely damaged, vandalized, stripped, and worthless?

On Mar 26, 2024, at 10:11 AM, Matt <weissbrokerage@gmail.com> wrote:

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From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, March 26, 2024 2:02 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

If not, i have about 4 more motions to file on separate dates for various things such as invoking civil procedure, summary judgement, compelling answers, and other stuff. Ill be sure not to check your availability like you ignored mine.

On Mar 26, 2024, at 1:50 PM, Matt <weissbrokerage@gmail.com> wrote:

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Sent: Tuesday, March 26, 2024 3:44 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
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Sent: Wednesday, March 27, 2024 9:11 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 10:45 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

So your still ignoring me, still acting negligent, and still not rebooking the hearing for when im back from vacation because your a corrupt counsel who is going to be exposed for all the fraudulent misrepresentations you made on the record. I am filing a bar complaint, filing a lawsuit against both counsel, and filing the next wave of claims against westlake, and new cfpb/ftc/attorney general complaints.

On Wed, Mar 27, 2024 at 9:10 AM Matt <weissbrokerage@gmail.com> wrote:

So are you ever going to call to discuss this and try to resolve or we just going to file endless motions back and forth, 20+ cases, and your client wastes tens of thousands on useless motions and games instead of a resolution.

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 11:14 AM
To: Matt
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

James, are you able to have a call and consent to it being recorded so hopefully you dont lie and if you do its proof, and try to resolve this?

Clearly pierre mina, is a jew hating terrorist supporter who made it evidently clear and seems hell bent on scamming westlake for fees for motions full of fraudulent misrepresentations CLEARLY provable by evidence

On Mar 27, 2024, at 10:45 AM, Matt <weissbrokerage@gmail.com> wrote:

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On Wed, Mar 27, 2024 at 9:10 AM Matt <weissbrokerage@gmail.com> wrote:

So are you ever going to call to discuss this and try to resolve or we just going to file endless motions back and forth, 20+ cases, and your client wastes tens of thousands on useless motions and games instead of a resolution.

Also the car, when are they spending thousands to skip trace and hire repo to take the car that is severely damaged, vandalized, stripped, and worthless?

On Mar 26, 2024, at 10:11 AM, Matt <weissbrokerage@gmail.com> wrote:

i dont suppose anyone wants to negotiate before the next tcpa+breach+fcra+fcra breach are filed? I have over 20+ claims to keep us busy for years and more weekly by recording calls of violations admitted by customer service?

Also love how your motion has fraudulent misrepresentations saying i didnt attach the agreement when its been on the docket.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 11:38 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Ok well i will begin emailing all c level executives and everyone i can to explain the fraudulent billing, legal malpractice being done as well as them violating fiduciary responsibility by wasting money endlessly and negligently.

On Mar 27, 2024, at 11:14 AM, Matt <weissbrokerage@gmail.com> wrote:

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Clearly pierre mina, is a jew hating terrorist supporter who made it evidently clear and seems hell bent on scamming westlake for fees for motions full of fraudulent misrepresentations CLEARLY provable by evidence

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 12:44 PM
To: 70orange
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Requesting Hearing - Weiss v. Westlake - 2024-SC-006418-O - LGP 345-0564

As advised, due to corrupt counsel picking a date ill be on a cruise, ontop of other malpractice and fraud misrepresentations that will be pointed out in my soon to be filed sanctions motion and already filed compel arbitration motion, i had my parents add the wifi/internet package.

Please add my hearing along side of their hearing to avoid piecemeal litigation. Preferably on the 8th as internet is charged per day, and already have to have it on the 8th for the other corrupt defendant abusing the process with frivolous and fraudulent motions.

CASE STYLE: **Matthew Weiss vs. Westlake Services, LLC**

CASE NUMBER: **2024-SC-006418-O**

DATE AND TIME SELECTED: **04/08/24 or 04/09/24**

HOW MUCH TIME NEEDED: **30 min**

TITLE OF THE MOTION(S): **Plaintiff motion to compel arbitration**

NAME OF ATTORNEYS FOR BOTH PARTIES, OR IF PRO-SE: **James R. Liebler, II and Pierre G. Mina, Esq. (Defense Attorneys) ; Matthew Weiss (Pro Se Plaintiff)**

MEET & CONFER DATE: **Not Applicable per the JA**

DATE COORDINATED WITH OC: **Not Applicable per the JA**

VIRTUAL OR IN PERSON: **Virtual**

On Mar 26, 2024, at 12:04 PM, 70orange <70orange@ocnjcc.org> wrote:

Meet and Confer, per the Admin Order is not required on Pro-Se Litigants.
Hearing coordination is also not required on Pro-Se Litigants.
However, the Court can consider the Pro-Se litigants position with proof.
Per my previous email and per Judge Johnson, I await the proof of travel by end of business day tomorrow.

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 1:28 PM
To: Pierre G Mina
Cc: 70orange@ocnjcc.org; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Requesting Hearing - Weiss v. Westlake - 2024-SC-006418-O - LGP 345-0564

The judge said not to set it until the pending issue is resolved.

I already confirmed with the JA, i ordered the internet package which i will recoup in the litigation as costs. I am under no circumstances to provide anything to defense counsel.

I request my hearing to be scheduled before or after but the very least the same day to avoid piecemeal litigation since the pending issue has been resolved.

Should the resolving of the prior issue not allow my motion to move forward, i would then like to know **why not to rule out bias or corruption violating my constitutional rights since defense counsel made it clear that they have "bought judges through donations for reelection"** and this will force me to file a motion to recuse for clear bias if im not allowed valid motions but defense can buy and pay for frivolous and fraudulent motions full of fraudulent misrepresentations.

On Mar 27, 2024, at 1:23 PM, Pierre G Mina <pgm@lgplaw.com> wrote:

Ms. Salas-Fandino,

Our position is that the 30 minutes we requested to hear Westlake's Motion to Dismiss would not be sufficient to include Mr. Weiss' Motion to Compel Arbitration. Additionally, it is our understanding that Judge Johnson already addressed Mr. Weiss' hearing request and said not to set it. We have yet to receive proof of travel verifying Mr. Weiss' representations to the Court.

Respectfully,

Pierre G. Mina

<image001.jpg> Associate Attorney

LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email:
pgm@lgplaw.com | Web: www.lgplaw.com

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 4:09 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Someone is coming to buy the car off me for \$2,000 knowing it has a lien. They going to chop it up and part it out, scrap the waste, sell the catalytic converter and everything.

So not sure what happens next but they also paying off the storage fees.

Whats the next steps?

On Mar 27, 2024, at 11:38 AM, Matt <weissbrokerage@gmail.com> wrote:

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, March 27, 2024 10:18 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

James, **is pierre with the taliban, isis, al quida or a different cell targeting jewish americans?**

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On Mar 27, 2024, at 10:45 AM, Matt <weissbrokerage@gmail.com> wrote:

Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 28, 2024 9:45 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, March 28, 2024 5:40 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Support Form Request//Weiss, Matthew vs Westlake Services LLC - 5460000825

Okay since counsel is absolutely ignoring EVERYTHING i will be calling in house counsel on their cell phones they provided me while it was in house. They will be extremely pissed their negligent **racist outside counsel** cost them getting the car back for free and also got them slapped a sanctions motion for fraudulent statements and lies in the frivolous motion filed which is easily provable on the record which is negligence and malpractice they can and should go after your firm for.

Your firm handled several cases for several defendants, all went smooth, all settled for \$20k-80k for defendants like this who are serial repeat offenders with 20+ cases.

Clearly James as owner of the firm rather scam and bleed their client of funds, and **isis support pierre needs money to fund terrorists against jews.**

Maybe you should of learned communication is key and ask the 12+ attorneys from your firm who got along VERY PROFESSIONAL with me and saved their client \$100,000's.

On Mar 28, 2024, at 9:45 AM, Matt <weissbrokerage@gmail.com> wrote:

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, March 30, 2024 12:19 PM
To: Ms. Michel K. Valerio; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

Well it seems you illegally repoed the car violating the ftc holder in due course provision.

Thats more lawsuits to file.

really surprised you dont want to try and resolve this vs having 25+ lawsuits, and also have 100+ motions and waste \$100,000+ when it can be resolved by a simple phone call, common sense and a fair resolution.

Anyway when im back from vacation, will be filing the next few since we well over 20.

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 10:22 AM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Illegal repo

So do you want to discuss settlement now that you illegally reposed the car violating the ftc holder in due course provision allowing payment to be withheld for fraud so we can end this relationship permanently? Or do we ramp it up and start filing the 20+ cases, a shit load of motions, tons of regulatory complaints and waste 6 figures for 2 years?

- > On Mar 30, 2024, at 12:18 PM, Matt <weissbrokerage@gmail.com> wrote:
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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 12:41 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 6:21 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 1, 2024 6:22 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 2, 2024 9:52 AM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

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Pierre G Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 2, 2024 12:49 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Illegal repo

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 8, 2024 3:21 PM
Cc: Pierre G. Mina
Subject: Re: Follow up from hearing

Last time im emailing. If no reply, ill email everyone including the in house counsel sat when im back.
If no response still, then moving forward with the last 3 claims.

> On Apr 8, 2024, at 12:28 PM, Matt <weissbrokerage@gmail.com> wrote:

>
> Will you confirm receipt? Not sure if the unblock worked.
> Regardless when im back saturday ill follow up if no reply, and next week will get the remaining 3 claims, fcra, tcpa, ftc holder due course illegal repo in motion if we dont have a resolution.

>
>> On Apr 8, 2024, at 9:57 AM, Matt <weissbrokerage@gmail.com> wrote:

>>
>> In effort to save time, i am making the following proposal, please confirm receipt and advise no later than end of today as i only have the internet package today on my cruise and wont have service until saturday when i return.

>>
>> -Westlake does the following:
>> -Westlake releases the debt on the vehicle -Westlake keeps it off my
>> report -Waste time on trying to get sanctions which will be appealed
>> due to judge bias
>>
>> Weiss does the following:
>> -Does not file a ftc holder due course/illegal repo to get the
>> balance reversed -Does not file new tcpa/federal law claims which was
>> dismissed without prejudice -Does not file the fcra lawsuit which
>> didnt hit court yet -Agrees to blanket dismissal in effort of saving time.
>>
>>
>> Standard do not disparage, confidentially, never do business together.
>>
>>

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, April 10, 2024 4:26 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

Thanks for the reply. Surprisingly still have internet/wifi even though i bought it for 24 hours.

Can you advise if westlake is going to attempt to illegally collect the debt or just keep it charged off? Also since they took it off my report months ago illegally for retaliation, are they keeping it off? Also if the bias judge does award sanctions, is westlake going to pursue it?

Assuming they keep the fraudulent loan off my report, i will hold off the fcra lawsuit. Assuming they dont try to collect and illegal debt on a forged loan, violating multiple state and federal laws, then i wont file a lawsuit for the ftc holder in due course, illegal repo, and such. If they dont pursue sanctions if awarded, i wont appeal it due to the overwhelming bias and slander said and done by the judge which will be even more time and costs.

And lastly if the first answers are yes and last is no, i wont refile the tcpa and other phone violations. So basically we will essentially not legally be settled, but not litigating multiple cases for multiple years.

If they attempt to collect sanctions if awarded by a very clearly bias judge, it will immediately be appealed as i wrote the dismissal and know what it means, and his very slanderous accusations show bias.

If they attempt to collect a debt knowing its illegal based on a forged contract, that will be several lawsuits for debt collection and ftc holder in due course.

So basically we can end litigation without the formality of a settlement. Or they cant try to continue their illegal behavior and if ANY of the above happens, all lawsuits get filed, appeals get filed, and everything moves forward.

The balls in their court.

On Apr 10, 2024, at 4:16 PM, Pierre G Mina wrote:

Mr. Weiss,

Our client rejected your proposal.

Thank you,

Pierre G. Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO
44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, April 12, 2024 2:06 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

Good afternoon.

Any update?

I would need to know because i would have to move to file the appeal soon if they are attempting to get sanctions with this bias and unprofessional judge.

Also would need to start the filings of the cases if we clearly moving forward battling each other.

Also they never sent me any paperwork on the illegal repo, where it is, when its being sold, how to recover my belongings which is new law violations and suits to be filed.

On Apr 10, 2024, at 4:44 PM, Matt wrote:

Well i was thinking youd ask them and propose my email?
Obviously they would have to consent to you disclosing, which if they want to avoid litigation for all the remainder of claims, would make sense

On Apr 10, 2024, at 4:42 PM, Pierre G Mina wrote:

Mr. Weiss,
No, we cannot answer your questions because you are seeking information that is protected by the attorney-client privilege.
Thank you,

Pierre G. Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO
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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Sunday, April 21, 2024 9:23 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre, are you available today(monday) for a call.

Westlake is the ONLY defendant left, as all other defendants are done.

We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

Either they agree get that false reporting off my report THIS week, agree to not ever falsely report it, and agree to remove that fraudulent balance from my name and agree it will not pursue frivolous sanctions from a bias judge which i will appeal, OR i will file the appeal on that and every case i dismissed, i will file the new lawsuit for the telephone violations, new lawsuit for the fcra breach of contract, new fcra lawsuit, lawsuit for violating ftc holder in due course, a lawsuit for illegal repo and not providing notice on how to get my property, when sold and such.

This can end this week and we forever move on to save time and expense, or westlake can continue to act petty and break laws, and it will be in endless litigation in multiple court jurisdictions, some pro se, some with counsel, some in fed, some in state, some in small claims, some in florida, some in ny.

Does westlake really want to continue breaking laws and spend 7 figures in litigation when in the end, my credit report will be fixed, the fraudulent loan will be removed from me, and westlake has nothing to gain from this financially, but serious liabilities for its malicious behavior.

Also i will file against the in house counsel, and executives directly.

This can end, or be the most costly mistake of this corrupt banks history, making israel vs iran, ukraine vs russia look peaceful to what our litigation in court, public opinion and other methods to expose the illegal and corrupt bullshit westlake is doing.

I am trying to spend the last 2 months or less of my parents lives who are dying of terminal cancer, and westlake is stealing that time and this will be VERY PERSONAL.

Please advise if we can talk and resolve this as westlake gains NOTHING from litigation nor violating the law and my rights, has 7 figures of expenses if we move forward, vs ending this and never doing business.

On Apr 20, 2024, at 6:42 PM, Matt wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 22, 2024 10:35 AM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Following up on below as i have to file these this week if we cant resolve and once i do, i am not settling for a penny less than the maximum i can get from a jury for EACH case. Very short window to settle for \$0 to save time, with \$0 payout and \$0 expense vs endless expense and still \$0 payout

On Apr 21, 2024, at 9:22 PM, Matt wrote:

Pierre, are you available today(monday) for a call.
Westlake is the ONLY defendant left, as all other defendants are done.
We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 22, 2024 1:09 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Actually, i will not be handling this. I will give until end of this week to settle with me, if not i will retain counsel. It will save me time, cost westlake more, and get me much more in settlement.

So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

It can end here for \$0, or get sued for tens of thousands in damages. I decided to have an attorney draft a retainer to save me time.

On Apr 21, 2024, at 9:22 PM, Matt wrote:

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 23, 2024 5:22 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation?

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,
In the event that you decide to retain counsel, please provide his or her contact information so that we may direct future communications accordingly.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

It can end here for \$0, or get sued for tens of thousands in damages. I decided to have an attorney draft a retainer to save me time.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, April 24, 2024 10:44 AM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, April 24, 2024 2:19 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation? If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

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Thank you,

Pierre G Mina
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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, April 25, 2024 12:10 AM
To: Matt
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: Follow up from hearing

I have decided i will be handling this personally and will send you the new cases shortly for the fcra, telephone claims, illegal repo, ftc due holder, slander/defamation, discrimination and more,

Had a chance to have this done for 0 cost, now its going to cost big time. Im seeking full damages on everything.

On Apr 24, 2024, at 2:19 PM, Matt wrote:

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation?

If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, April 25, 2024 2:05 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_LegalDepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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From: Matt
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, April 26, 2024 3:36 AM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Final email before new cases filed. Also they legally are required to mail me info on the sale of the car and how to get it back and never did. Also still never provided info on who has my property so thats thousands ill sue westlake for. Is westlakes goal to break as many laws as possible and spend 6 figures in legal costs and damages vs ending this for free?

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Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, April 26, 2024 11:26 AM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz;
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Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, May 2, 2024 4:48 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

New cases filed, will email you the summons once on the docket.
This will be for the fcra, illegal repo, deceptive practices, stolen property since noone will tell me where my stuff is or the car or who took it, the phone violations.

On Apr 26, 2024, at 11:26 AM, Matt wrote:

Final email before new cases filed. Also they legally are required to mail me info on the sale of the car and how to get it back and never did. Also still never provided info on who has my property so thats thousands ill sue westlake for. Is westlakes goal to break as many laws as possible and spend 6 figures in legal costs and damages vs ending this for free?

So they are not looking to resolve pre litigation and rather spend tens of thousands in ongoing litigation?

If they want to continue to litigate let me know and ill be more than glad to grant them their wish, or we can resolve this now and noone wastes time and money for the next 2 years.

On Apr 23, 2024, at 4:59 PM, Pierre G Mina wrote:

Mr. Weiss,

In the event that you decide to retain counsel, please provide his or her contact information so that we may direct future communications accordingly.

Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, May 8, 2024 2:01 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

Once they hit the docket ill get them.
New york is MUCH slower than florida.
Also i mailed them in to the small claims.

The plus side is they move quick since their small claims doesnt have pretrial, motions, or attorneys, and everything is in person.
They have mediation and trial. Thats it.

On May 8, 2024, at 11:51 AM, Pierre G Mina wrote:

Mr. Weiss,
Our client has not been served with any "new cases". Please send us a copy of the new complaints referenced below.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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From: Matt
Sent: Tuesday, May 7, 2024 5:31 PM
Cc: Pierre G Mina ; James R. Liebler ; Ms. Michel K. Valerio ; Laura E. Rodriguez ; John Schwartz ; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing
Is your firm authorized to handle these cases filed in ny?

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, May 11, 2024 12:09 AM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_LegalDepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Its clear your acting unethical to provoke litigation to pad your invoices and intentionally breaking the laws.

So now this will be handled differently. I have filed a bar complaint with ample evidence against all corrupt attorneys involved who are intentionally violating the laws to provoke litigation.

Several ftc/fdic/cfpb/attorney general complaints filled with ample evidence and recorded calls.

Litigation filed will be handled in a very different manner to combat your non stop unethical, fraudulent misrepresentations and frivolous bull crap, judge shopping and perjury.

I also filed a police report for numerous perjury filled statements.

This is just the beginning.

Such a shame such an unethical corrupt company partnered with an unethical corrupt counsel.

If all else fails, i have one last solution to ensure justice gets served and lessons are taught that will be impossible to be forgotten.

On May 8, 2024, at 2:00 PM, Matt wrote:

Once they hit the docket ill get them.
New york is MUCH slower than florida.
Also i mailed them in to the small claims.

The plus side is they move quick since their small claims doesnt have pretrial, motions, or attorneys, and everything is in person.
They have mediation and trial. Thats it.

On May 8, 2024, at 11:51 AM, Pierre G Mina wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, May 11, 2024 10:31 AM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: Follow up from hearing

Also in small claims in ny, the clerk serves the company via certified mail. Westlake was served and soon in default for not replying.

Ny small claims is VERY different.

However, i have additional claims that fall under florida jurisdiction being filed soon. Such a shame now i need to file against you for slander, malpractice, consumer fraud, and other violations.

Also the fact you go out of your way to intentionally violate laws to provoke litigation. Litigation isnt the only way to get made whole.

On May 8, 2024, at 2:00 PM, Matt wrote:

Once they hit the docket ill get them.
New york is MUCH slower than florida.
Also i mailed them in to the small claims.

The plus side is they move quick since their small claims doesnt have pretrial, motions, or attorneys, and everything is in person.
They have mediation and trial. Thats it.

On May 8, 2024, at 11:51 AM, Pierre G Mina wrote:

Mr. Weiss,
Our client has not been served with any "new cases". Please send us a copy of the new complaints referenced below.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, May 14, 2024 12:52 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

So ill ask one more time, does anyone want to have a good faith call and try to resolve all cases and put a global resolution in place?

Or are we going tit for tat, and i file the remaining 11 cases, and then sue the executives personally and your firm for the malpractice/lies/slander; and we keep this going for years until westlake stops violating the laws and runs out of liability.

Also as a victim of id theft, i have absolutely NO issues filing bankruptcy, which will wipe out any potential judgements should you get another judge paid off.

So i can hold you accountable risk free, and let the evidence play out, and either win on the Merritt and evidence or fight like hell to expose all the fraud and crimes at westlakes expense and then god forbid a corrupt judge ignores facts, bankruptcy will wipe out anything.

In the end westlake will be held accountable, so why not resolve this now? Im not looking for money as you con artists claim, i am looking for justice:

On May 14, 2024, at 11:58 AM, Matt wrote:

I never threatened harm. Harm doesnt make me whole. So keep trying to twist stuff that isnt there.

I also have emails from james agreeing to waive service and any cases filed until your email are based on that agreement.

I again urge you to stop your shady lying scandal unethical lying games with the court.

I will contact them whenever i need for cases yet to be filed as your not licensed in ny.

Also on RECORDED calls westlake says they didnt mail ANYTHING because my account is in "legal status" which blocks mail. Thats illegal and westlakes status doesnt supersede the laws.

I have several emails of james agreeing to waive service, so yet heres more lies by you which is evidence and being sent to the bar to show you continue to lie.

On May 14, 2024, at 11:47 AM, Pierre G Mina wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, May 14, 2024 7:40 PM
To: Pierre G. Mina
Cc: James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez
Subject: Re: Follow up from hearing

I dont need advise and am well aware.

I can make it as easy and respectful as your side makes it, or i can play games like your side.

I am not dumb, i know the laws, know the rules but also know different courts have different procedures.

Example: the court in ny, has night court, all hearings in person, also a simple certified letter mailed by the clerk that doesnt come back return to sender is service as the clerk does it.

I am also aware of many different things.

With all that being said, are you or someone open to a call to discuss all issues on all sides and see if we can find a global resolution that will save everyone time and money vs years of litigation and time?

On May 14, 2024, at 7:29 PM, Pierre G Mina wrote:

Mr. Weiss,

The below email presumes that you will provide us copies of the filed complaints and properly document how Westlake was served in each case. Despite our repeated requests, you have not provided us with copies of the filed complaints or the appropriate documents to effect service in this manner. It is insufficient to simply tell us that cases have been or will be filed against Westlake in various jurisdictions. Beyond this, we cannot provide any further guidance to you on how to accomplish service in this manner as that would be considered rendering legal advice.

Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, May 30, 2024 10:56 AM
To: Pierre G Mina; James R. Liebler; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Weiss vs westlake

Its been a while since we touched base since i been on extensive travel for family.

With that being said, we had some peace and let steam cool. I know your putting all your eggs in the sanctions basket. However that will fail for 2 reasons.

- 1) i will appeal IF awarded due to the bias judge being removed
- 2) due to the significant damages caused by westlake and others INTENTIONAL sabotage of my credit report, costing me job opportunities, i will be filing bankruptcy to clear out all the frivolous and illegal debt like westlakes debt from violating ftc holder and would include any frivolous civil judgements.

With all that being said,

I still have multiple cases for

- 1) ftc holder in due course
- 2) illegal repo
- 3) not providing documents when selling the car
- 4) stealing my personal stuff
- 5) intentional fcra violations
- 6) multiple telephone claim violations
- 7) multiple breaches of contract
- 8) multiple appeal claims

With all this on the table, i am reaching out one last time in effort to save me time, which will in turn save westlake money and time to see if we can resolve this with a 100% mutual release against each other with any and all claims, potential claims, as well as a few other non monetary things.

Please advise as westlake will NOT see a penny from me through bankruptcy that it potentially is liable for due to intentional fcra damages taking 800 scores to 500 costing me jobs. It will however be guaranteed to defend numerous meritful claims with overwhelming evidence of damages.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, May 31, 2024 8:33 AM
To: Pierre G Mina
Cc: James R. Liebler
Subject: Re: Weiss vs westlake

Ok, i will file a wave of additional cases in florida shortly and send the service documents.
Also will be enforcing the default judgements in new york.

I will hold them accountable on each and every violation.
Also in the rare event they bribe another corrupt bias judge, all frivolous judgements will be included in the bankruptcy which also is extreme damages for causing my score to go from 800 to 500ish.

Looking very forward to ramping this up making the first round look like easy mode.

On May 31, 2024, at 8:27 AM, Pierre G Mina wrote:

Mr. Weiss,
Our client reviewed and rejected your settlement proposal.
Thank you,

Pierre G Mina
Associate Attorney
LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: pgm@lgplaw.com | Web: www.lgplaw.com

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From: Matt
Sent: Friday, May 31, 2024 8:25 AM
Cc: Pierre G Mina ; James R. Liebler
Subject: Re: Weiss vs westlake

Any update?

Once the hearing is over, and if the judge denies the sanctions, or approves to reopen due to bias, then i will clearly move forward with everything.

Westlake clearly has significant liability on numerous laws broken. Also will not be able to collect a corrupt dam penny from me.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, August 13, 2024 7:54 AM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz
Subject: Re: Settlement discussions - pre lit

CAUTION: EXTERNAL SENDER.

Please advise if westlake will pay its arbitration fees for the newest case or intends to breach its contract again and will file the lawsuits in court along with a new breach of contract.

On Aug 8, 2024, at 2:20 AM, Matt wrote:

Good morning,

I am reaching out with the final attempt to settle the following claims before filing

-FTC HOLDER IN DUE COURSE

-FCRA

-TCPA FCCPA FDCPA

-ILLEGAL REPO

Unfortunately both my parents have passed from their cancer battles.

Now i have nothing but time, nothing to lose, and am going to hold everyone who took time away from them accountable by violating my rights forcing me to use time to fix issues than be with my parents before they passed.

I will keep this open until end of friday. If no response, monday i will file the first of several cases.

This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, August 14, 2024 1:12 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz
Subject: Re: Settlement discussions - pre lit

CAUTION: EXTERNAL SENDER.

Please advise if westlake will pay its arbitration fees for the newest case or intends to breach its contract again and will file the lawsuits in court along with a new breach of contract.

On Aug 8, 2024, at 2:20 AM, Matt wrote:

Good morning,

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This email has been scanned for spam and viruses. Click [here](#) to report this email as spam.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, August 14, 2024 5:52 PM
Cc: Pierre G Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz
Subject: Re: Settlement discussions - pre lit

CAUTION: EXTERNAL SENDER.

Please advise if westlake will pay its arbitration fees for the newest case or intends to breach its contract again and will file the lawsuits in court along with a new breach of contract.

On Aug 8, 2024, at 2:20 AM, Matt wrote:

Good morning,

I am reaching out with the final attempt to settle the following claims before filing

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-TCPA FCCPA FD CPA

-ILLEGAL REPO

Unfortunately both my parents have passed from their cancer battles.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, August 26, 2024 6:36 PM
Cc: Pierre G Mina; James R. Liebler; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz
Subject: Re: Weiss vs westlake

CAUTION: EXTERNAL SENDER.

So you now continuing to attempt to file frivolous motions and waste time?
Fine by me! Lets ramp this up. A flurry of cases are coming and motions!

On May 31, 2024, at 8:32 AM, Matt wrote:

Ok, i will file a wave of additional cases in florida shortly and send the service documents.
Also will be enforcing the default judgements in new york.

I will hold them accountable on each and every violation.
Also in the rare event they bribe another corrupt bias judge, all frivolous judgements will be included in the bankruptcy which also is extreme damages for causing my score to go from 800 to 500ish.

Looking very forward to ramping this up making the first round look like easy mode.

On May 31, 2024, at 8:27 AM, Pierre G Mina wrote:

Mr. Weiss,
Our client reviewed and rejected your settlement proposal.
Thank you,

Pierre G Mina
Associate Attorney
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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, August 29, 2024 2:52 PM
To: Ms. Michel K. Valerio; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Weiss VS james & Pierre

CAUTION: EXTERNAL SENDER.

Hello,
Please advise if your still accepting service for lawsuits filed against you as per your last email you still were.

I am filing for fdupta, tortious interference, consumer fraud and several other violations against your firm, ontop of the bar complaints and social media blitz exposing people to your shady scam firm scamming the clients, creating liability for them, engaging in fraud on the courts and perjury to defraud the court and plaintiffs

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, August 30, 2024 2:43 PM
To: Ms. Michel K. Valerio; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Weiss VS james & Pierre

CAUTION: EXTERNAL SENDER.

Hello,
Please advise if your still accepting service for lawsuits filed against you as per your last email you still were.

I am filing for fdupta, tortious interference, consumer fraud and several other violations against your firm, ontop of the bar complaints and social media blitz exposing people to your shady scam firm scamming the clients, creating liability for them, engaging in fraud on the courts and perjury to defraud the court and plaintiffs

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, September 3, 2024 10:10 AM
To: Ms. Michel K. Valerio; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Weiss VS james & Pierre

CAUTION: EXTERNAL SENDER.

Hello,
Please advise if your still accepting service for lawsuits filed against you as per your last email you still were.

I am filing for fdupta, tortious interference, consumer fraud and several other violations against your firm, ontop of the bar complaints and social media blitz exposing people to your shady scam firm scamming the clients, creating liability for them, engaging in fraud on the courts and perjury to defraud the court and plaintiffs

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, September 4, 2024 3:50 PM
To: Ms. Michel K. Valerio; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Weiss VS james & Pierre

CAUTION: EXTERNAL SENDER.

Hello,
Please advise if your still accepting service for lawsuits filed against you as per your last email you still were.

I am filing for fdupta, tortious interference, consumer fraud and several other violations against your firm, ontop of the bar complaints and social media blitz exposing people to your shady scam firm scamming the clients, creating liability for them, engaging in fraud on the courts and perjury to defraud the court and plaintiffs

This email has been scanned for spam and viruses. Visit the following link to report this email as spam:
https://nam04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus1.proofpointessentials.com%2Fapp%2Freport_spam.php%3Fmod_id%3D11%26mod_option%3Dlogitem%26report%3D1%26type%3Deasyspam%26k%3Dk1%26payload%3D53616c7465645f5f64b15d88e2f12a429766573e6992075f078dcd265ef84e8e1d94f636604658170ae81ea9f5dde5dee33681abd2b2b64a643b74847c0c4aaf9338ffbc6c1e406707bb3c9b6fa6940747efe16b4f37ffb341f49d770100fe63e90ad1cfb691ff0b749262b816dfcaca18d352c72726ef3dcce563e73b886d33b4a5f04a505d0978f6cb83034d65e2af&data=05%7C02%7Cpgm%40lgplaw.com%7C1c6bbcd872c04f89a43e08dccd1abf2e%7C06b36de0e2a24f9d947386fbd951b507%7C0%7C0%7C638610761995542092%7CUnknown%7CTWFpbGZsb3d8eyJWljoImC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=9HlpEeT6YdOZQzh0v3omvixDZoJtHz4gOc3ZyoTcZ%2Fs%3D&reserved=0

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, September 13, 2024 11:21 AM
To: James R. Liebler
Cc: Pierre G Mina
Subject: Recent lawsuits against your firm

CAUTION: EXTERNAL SENDER.

Hello James,
Are you available for a call to discuss the first of several lawsuits filed against your firm and see if we can resolve this in good faith?

I am reaching out before i have to involve the bar, as well as file criminal charges for scheme to defraud and perjury.

This email has been scanned for spam and viruses. Visit the following link to report this email as spam:
https://nam04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus1.proofpointessentials.com%2Fapp%2Freport_spam.php%3Fmod_id%3D11%26mod_option%3Dlogitem%26report%3D1%26type%3Deasyspam%26k%3Dk1%26payload%3D53616c7465645f5f404a96ca76e0ea40c58d087d48212818e66816b2afee4b5873df9edfad865efc9e04d5481a6494feca9f23d8311578339d35b0c3811c83a31a755c2b5ed07256af0da171f047cd2c92674aec4c7f56207b2695919d863e40d91ce03f407465c6afad09df1f7fe4115844a0bcd0b0bac802b2b18af7c3e8c044f3427d81a4feb48b52add5995af1f&data=05%7C02%7Cpgm%40lgplaw.com%7Cd494352f911d4e8d726508dcd407b0ab%7C06b36de0e2a24f9d947386fbd951b507%7C0%7C0%7C638618376713777267%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=Bz7YTkVqgLaQp75KB7%2FTvZ95oqBmLaOZLyTRMsPDu08%3D&reserved=0

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, December 6, 2024 4:44 PM
To: Ms. Michel K. Valerio; Westlake_LegalDepartment@westlakefinancial.com; John Schwartz; Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Well, you moved it to state court in another costly delay. Now ill file the motions to remand and/or dismiss and refile in small claims.

Lets not forget we still have the fcra, fdupta, illegal repo, ftc holder in due course to be filed, as well as the separate cases against james firm and pierre directly.

Pierre, if you want to try and resolve this all in good faith, we have can have ONE professional phone call. Otherwise all communication from you will be required via mail.

Should you all want to resolve this before years end, get this off your books, and we all part ways in the new years, please advise.

I will accept your response via email to my only question of will you agree to a phone call and try to resolve this.

I will even put it here for westlake to see, i have an offer that can be resolved for \$0 out of pocket, should you pick up the phone in good faith.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Saturday, December 7, 2024 9:02 AM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Furthermore this is ANOTHER breach of contract as YOUR ARBITRATION agreement specifically says arbitration or small claims and states westlake wont move it.

So here we go again with even more violations, unethical delays.

This is yet another breach of contract.

Now another lawsuit against pierre and the firm, another against westlake for breaching their agreement

I think in the wake of vigilantes targeting corrupt people like united health care, researching the huge corruption at westlake and this firm, that if your accidently doxed, something news worthy may happen. Never know.

> On Dec 6, 2024, at 4:43 PM, Matt <weissbrokerage@gmail.com> wrote:

> Well, you moved it to state court in another costly delay. Now ill file the motions to remand and/or dismiss and refile in small claims.

>

> Lets not forget we still have the fcra, fdupta, illegal repo, ftc holder in due course to be filed, as well as the separate cases against james firm and pierre directly.

>

> Pierre, if you want to try and resolve this all in good faith, we have can have ONE professional phone call. Otherwise all communication from you will be required via mail.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, December 10, 2024 3:14 PM
Cc: Ms. Michel K. Valerio; Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
Pierre G Mina; James R. Liebler; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

This expires end of the week to have one call and try and resolve this before i file motions and new cases and westlake continues to waste money on incompetent counsel who continue to breach agreements and make more claims and liabilities.

> On Dec 6, 2024, at 4:43 PM, Matt <weissbrokerage@gmail.com> wrote:

>

> Well, you moved it to state court in another costly delay. Now ill file the motions to remand and/or dismiss and refile in small claims.

>

> Lets not forget we still have the fcra, fdupta, illegal repo, ftc holder in due course to be filed, as well as the separate cases against james firm and pierre directly.

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>

>

>

>

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, December 20, 2024 5:27 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

So pierre filed even after objection and of course with many fraudulent misrepresentations.

Is westlake looking to negotiate a settlement with a cash payout?
Is your firm/pierre looking to?

If the answer is no to both, then i will be filing the new cases, and my motions.

On Dec 20, 2024, at 9:08 AM, Matt <weissbrokerage@gmail.com> wrote:

Also additional questions ontop of my prior reply,
By any chance are you free today?
If we are going to negotiate a settlement, i rather not finish prepping the motions for the sanctions hearing request from the judge, the motion to remand/compel arbitration/dismiss on the claim moved breaching the contract, filing the new claim and breach along with the remaining 10+ claims.

On Dec 19, 2024, at 7:14 PM, Matt <weissbrokerage@gmail.com> wrote:

Which case are you referring to? i do oppose any and all motions as they are all delays, frivolous and malicious. If its the westlake one illegally moved, i am filing a motion to compel arbitration, and/or dismiss and will refile in small claims court with an additional breach of contract.

Were you looking to discuss the filed and unfiled claims against westlake, and/or the filed claims against your firm?

I am free monday before 10am or after 1pm.

On Thu, Dec 19, 2024 at 7:06 PM James R. Liebler <JRLI@lgplaw.com> wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, January 8, 2025 3:30 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Also please advise if you will accept service for the cases against pierre and your firm and all the new westlake cases i will file should we not settle by friday.

If we are not going to have good faith communication, then i will go all out on every single violation.

I am tired of the games.

On Jan 8, 2025, at 12:31 PM, Matt <weissbrokerage@gmail.com> wrote:

Hello James,

Are we expecting any communication this week to try and resolve these?

Would appreciate an update either way.

On Jan 7, 2025, at 11:25 AM, Matt <weissbrokerage@gmail.com> wrote:

Hello James,

I noticed you didnt file the motion?

Also since holidays are over, i am hoping you can lean on your westlake contact and see if we settling and wrapping this up. If we arent winding down, i need to refile the claim that was moved, and file the remaining claims and ramp up the claims to get them moving.

Also i would like a copy of the documents filed on the federal case as i never got copies which i am required to receive but pierre violated the rules and never had it sent to me.

Seems pierre was very active on the federal case all while violating the rules and ethics by not giving me a copy of all filings.

I will keep negotiations open until friday, if nothing productive, i will have to invest time responding and meeting deadlines, correcting motions, filing motions against pierre, and new claims.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 9, 2025 8:43 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Also please advise if you will accept service for the cases against pierre and your firm and all the new westlake cases i will file should we not settle by friday.

If we are not going to have good faith communication, then i will go all out on every single violation.

I am tired of the games.

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Seems pierre was very active on the federal case all while violating the rules and ethics by not giving me a copy of all filings.

I will keep negotiations open until friday, if nothing productive, i will have to invest time responding and meeting deadlines, correcting motions, filing motions against pierre, and new claims.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 9, 2025 2:22 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Also please advise if you will accept service for the cases against pierre and your firm and all the new westlake cases i will file should we not settle by friday.

If we are not going to have good faith communication, then i will go all out on every single violation.

Also does your firm want to negotiate settlement for legal malpractice, tortious interference, breach of contract, slander, defamation, libel?

I am tired of the games.

On Jan 8, 2025, at 12:31 PM, Matt <weissbrokerage@gmail.com> wrote:

Hello James,
Are we expecting any communication this week to try and resolve these?
Would appreciate an update either way.

On Jan 7, 2025, at 11:25 AM, Matt <weissbrokerage@gmail.com> wrote:

Hello James,
I noticed you didnt file the motion?

Also since holidays are over, i am hoping you can lean on your westlake contact and see if we settling and wrapping this up. If we arent winding down, i need to refile the claim that was moved, and file the remaining claims and ramp up the claims to get them moving.

Also i would like a copy of the documents filed on the federal case as i never got copies which i am required to receive but pierre violated the rules and never had it sent to me.

Seems pierre was very active on the federal case all while violating the rules and ethics by not giving me a copy of all filings.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 10, 2025 7:53 AM
To: James R. Liebler
Cc: Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

And they provide no counter offer?

If so, ill move forward with the numerous motions and filing the remaining cases which is i think 14 at this point due to the continuous breaches of contract.

Also will you accept service for them? For your firm? For pierre?

Also you wanna negotiate for your firm/pierre?

On Jan 10, 2025, at 7:51 AM, James R. Liebler <JRLII@lgplaw.com> wrote:

Good morning Mr. Weiss,

Westlake advised that they are not interested in your settlement offer.

<LGPEmail70_347a54aa- James R. Liebler
52ab-4353-bb0a- Partner
f31800a1d72b.jpg> LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email:
JRLII@lgplaw.com | Web: www.lgplaw.com

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From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 9, 2025 6:43:40 PM
Cc: James R. Liebler <JRLII@lgplaw.com>; Ms. Michel K. Valerio <MKV@lgplaw.com>; Pierre G. Mina <pgm@lgplaw.com>; Laura E. Rodriguez <LER@lgplaw.com>
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 10, 2025 8:16 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

What is there best and final offer?
What is your firms/pierres best and final offer?

If it does not include monetary and full releases, it will not even be entertained.

I will keep this open until 3:00pm before i unload roughly 15 motions and several new cases and bar complaints.

Should they/you/pierre want to resolve, today is the last day. So if they/you have any good faith offer they want to consider that includes full releases and monterary, let me know today and ill weigh the compensation against my damages/time and see if itll justify me saving time and ending all litigation, or insult me and force me to unload everything i got until westlake is held responsible for every single law and contract term broken.

On Jan 10, 2025, at 7:53 AM, Matt <weissbrokerage@gmail.com> wrote:

And they provide no counter offer?
If so, ill move forward with the numerous motions and filing the remaining cases which is i think 14 at this point due to the continuous breaches of contract.

Also will you accept service for them? For your firm? For pierre?

Also you wanna negotiate for your firm/pierre?

On Jan 10, 2025, at 7:51 AM, James R. Liebler <JRLII@lgplaw.com> wrote:

Good morning Mr. Weiss,

Westlake advised that they are not interested in your settlement offer.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 10, 2025 11:33 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Just landed in ny, filing a few claims here as well against westlake. Do you handle ny ?

On Jan 10, 2025, at 7:53 AM, Matt <weissbrokerage@gmail.com> wrote:

And they provide no counter offer?

If so, ill move forward with the numerous motions and filing the remaining cases which is i think 14 at this point due to the continuous breaches of contract.

Also will you accept service for them? For your firm? For pierre?

Also you wanna negotiate for your firm/pierre?

On Jan 10, 2025, at 7:51 AM, James R. Liebler <JRLII@lgplaw.com> wrote:

Good morning Mr. Weiss,

Westlake advised that they are not interested in your settlement offer.

<LGPEmail70_347a54aa- James R. Liebler
52ab-4353-bb0a- Partner
f31800a1d72b.jpg> LIEBLER, GONZALEZ & PORTUONDO

44 West Flagler Street | Courthouse Tower 25th Floor | Miami, FL 33130 | Tel: (305) 379-0400 | Fax (305) 379-9626 Email: JRLII@lgplaw.com | Web: www.lgplaw.com

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, January 14, 2025 7:40 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

So im sure you spent 6 figures to defend 1 claim, and not only we STILL have that one claim, we have 17 more.

If you want to handle this directly with me, i am giving you a one time offer directly. I will NOT honor this if any communication comes from the corrupt scandal ridden firm. This is a direct offer before i file all 17 claims.

\$2,500 payable to me within 14 days, full mutual release for all parties(westlake and myself)(the corrupt lawfirm is not included and i will be litigating them and i suggest you file a malpractice claim as well), and full debt waiver of the loan per ftc holder in due course, plus the illegal repo and selling the car \$15,000 below cost.

So \$2,500 plus waiving whatever frivolous loan balance ends all litigation, or i file the 17 new cases and you spend up to 7 figures with that corrupt lawfirm who is more interested in charging you thousands per frivolous motion, continuing to waste costs moving cases only to have them moved back or refiled per contract.

This offer expires midnight friday. Either we have an executed settlement by end of friday, or a all cases filed monday.

Again if that corrupt firm attempts to handle this for all 17 cases not filed, the deal is off. This is a direct offer.

On Jan 14, 2025, at 7:16 AM, Matt <weissbrokerage@gmail.com> wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, January 14, 2025 8:21 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
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On Jan 14, 2025, at 7:16 AM, Matt <weissbrokerage@gmail.com> wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 17, 2025 9:39 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a social media blitz to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

On Jan 14, 2025, at 8:21 PM, Matt <weissbrokerage@gmail.com> wrote:

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

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So \$2,500 plus waiving whatever frivolous loan balance ends all litigation, or i file the 17 new cases and you spend up to 7 figures with that corrupt lawfirm who is more interested in charging you thousands per frivolous motion, continuing to waste costs moving cases only to have them moved back or refiled per contract.

This offer expires midnight friday. Either we have an executed settlement by end of friday, or a all cases filed monday.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 17, 2025 4:10 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 12:09 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Westlake,

Are you willing to honor your arbitration agreement and ill consolidate all 21 lawsuits into one arbitration?

Or you rather continue to willfully and intentionally breach your contract and deal with additional claims ontop of endless small claims?

On Jan 17, 2025, at 4:10 PM, Matt <weissbrokerage@gmail.com> wrote:

This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a social media blitz to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

On Jan 14, 2025, at 8:21 PM, Matt <weissbrokerage@gmail.com> wrote:

Hey john/westlake,

Your firm you retained which now has no open claims to represent claimed you wanted to resolve, however through their negligence and fraud, refused to provide you an offer to resolve for \$0, or \$2,500, instead decided to file more frivolous motions and breach your contracts creating even more claims for you all while gladly billing you tens of thousands.

So im sure you spent 6 figures to defend 1 claim, and not only we STILL have that one claim, we have 17 more.

If you want to handle this directly with me, i am giving you a one time offer directly. I will NOT honor this if any communication comes from the corrupt scandal ridden firm. This is a direct offer before i file all 17 claims.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 1:09 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 5:18 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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So im sure you spent 6 figures to defend 1 claim, and not only we STILL have that one claim, we have 17 more.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 6:39 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Thursday, January 23, 2025 8:13 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderson@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

James, are you available for a call early am tomorrow? I may entertain one possible offer to resolve this. I been reviewing the math, and what Orlando Car Depot paid may have covered all the upgrades in the car such as my Cold air intake, new headlights 4 new tires and such. I am looking to find out the remaining damages im out for solely to the ftc holder in due course damages. Ftc holder in due course requires the entire deal to unwind as if it never happened requiring full refund of down payment, taxes, fees, payments and interest. I know i got some back on the chargebacks but not all payments.

I want to see what the remaining payments are i didnt get charged back, plus all the taxes+fees+downpayment.

Also if you can provide a FULL transaction history for my account for all payments made, all refunds made, all chargebacks so we can reconcile, i may settle for the following terms:

- 1)FULL REFUND OF ALL PAYMENTS/TAXES/FEEES/DOWNPAYMENT SATISFYING THE FTC HOLDER IN DUE COURSE
- 2)FULL RELEASE OF ANY PAST TO PRESENT POTENTIAL CLAIMS OR LIABILITIES WESTLAKE OR YOUR FIRM MAY THINK IT HAS AGAINST ME
- 3)I WILL RELEASE MY CLAIMS
- 4)PAYMENT WOULD BE WITHIN 10 DAYS
- 5)SUPPRESS ALL RECORDS FROM ALL CREDIT BUREAUS
- 6) NO DO NOT DISPARAGE OR CONFIDENTIALLY(this is the punishment and price you all pay for the games, and violations. Think, if we dont settle, i can still say whatever i want, AND you spend a fortune defending your crimes)
- 7) in exchange for me releasing the tccpa, fccpa, fcba, fcra, fdupta, breach of contract and other claims, the damages, actual, statutory, punitive, legal and simply releasing being made WHOLE like we never met and saving 6 figures in liability, damages and legal fees, line 6 is non negotiable AND you agree to \$25,000 liquidated damages if westlake violates any terms of the agreement such as payment is late, files any frivolous claim, violates any of my rights.

Please advise otherwise expect a wave of litigation to be filed since we have almost 30 cases, expect social media campaign and expect numerous regulatory complaints.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 24, 2025 10:24 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Friday, January 24, 2025 3:00 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, January 27, 2025 11:42 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, January 27, 2025 6:32 PM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

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Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Wednesday, January 29, 2025 10:47 AM
Cc: James R. Liebler; Ms. Michel K. Valerio; Pierre G. Mina; Laura E. Rodriguez;
Westlake_legaldepartment@westlakefinancial.com; John Schwartz;
JBrandt@westlakefinancial.com; bcalderon@westlakefinancial.com
Subject: Re: Weiss vs westlake/ lpg + pierre

CAUTION: EXTERNAL SENDER.

Well the case that you wasted \$500 in filing fees and \$5,000 in legal fees to move in breach of contract was dismissed WITHOUT prejudice by the judge.

Now we will refile in small claims, along with the 18 other claims including several breach of contracts, fcra, fccpa, fdcpa, fdupta, ftc holder, slander/libel/defamation, and more.

Since you dont want to consolidate all into one claim, we can have 18 separate claims.

Now my offer is going to be \$15,000 minimum PLUS full refund per ftc holder rule for the fraud contract to be unwound.

Lets keep going!!!

On Jan 27, 2025, at 6:32 PM, Matt <weissbrokerage@gmail.com> wrote:

Westlake,

Are you willing to honor your arbitration agreement and ill consolidate all 21 lawsuits into one arbitration?

Or you rather continue to willfully and intentionally breach your contract and deal with additional claims ontop of endless small claims?

On Jan 17, 2025, at 4:10 PM, Matt <weissbrokerage@gmail.com> wrote:

This offer expires today. \$2,500 is the last and cheapest offer youll have before i file the remaining 17 complaints, and numerous regulatory complaints and a social media blitz to hold westlake accountable and expose its 2 year long lawlessness and corrupt strategies.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Sunday, April 21, 2024 9:23 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Pierre, are you available today(monday) for a call.

Westlake is the ONLY defendant left, as all other defendants are done.

We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

Either they agree get that false reporting off my report THIS week, agree to not ever falsely report it, and agree to remove that fraudulent balance from my name and agree it will not pursue frivolous sanctions from a bias judge which i will appeal, OR i will file the appeal on that and every case i dismissed, i will file the new lawsuit for the telephone violations, new lawsuit for the fcra breach of contract, new fcra lawsuit, lawsuit for violating ftc holder in due course, a lawsuit for illegal repo and not providing notice on how to get my property, when sold and such.

This can end this week and we forever move on to save time and expense, or westlake can continue to act petty and break laws, and it will be in endless litigation in multiple court jurisdictions, some pro se, **some with counsel**, some in fed, some in state, some in small claims, some in florida, some in ny.

Does westlake really want to continue breaking laws and spend 7 figures in litigation when in the end, my credit report will be fixed, the fraudulent loan will be removed from me, and westlake has nothing to gain from this financially, but serious liabilities for its malicious behavior.

Also i will file against the in house counsel, and executives directly.

This can end, or be the most costly mistake of this corrupt banks history, making israel vs iran, ukraine vs russia look peaceful to what our litigation in court, public opinion and other methods to expose the illegal and corrupt bullshit westlake is doing.

I am trying to spend the last 2 months or less of my parents lives who are dying of terminal cancer, and westlake is stealing that time and this will be VERY PERSONAL.

Please advise if we can talk and resolve this as westlake gains NOTHING from litigation nor violating the law and my rights, has 7 figures of expenses if we move forward, vs ending this and never doing business.

On Apr 20, 2024, at 6:42 PM, Matt wrote:

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Monday, April 22, 2024 1:09 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

Actually, i will not be handling this. I will give until end of this week to settle with me, if not **i will retain counsel**. It will save me time, cost westlake more, and get me much more in settlement.

So i suggest stop ignoring me unless westlake is hell bent on a new lawsuit via federal court jury trial.

It can end here for \$0, or get sued for tens of thousands in damages. I decided to have an attorney draft a retainer to save me time.

On Apr 21, 2024, at 9:22 PM, Matt wrote:

Pierre, are you available today(monday) for a call.
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We have 2 options now based on westlakes newsest fcra violations and pettyness by illegally and fraudulently stopping reporting on my bureau when it helped me and then fraudulently reporting a charge off on a loan it knows is fraudulent and protected under the ftc holder an due course.

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Also i will file against the in house counsel, and executives directly.

Pierre G. Mina

From: Matt <weissbrokerage@gmail.com>
Sent: Tuesday, April 23, 2024 2:24 PM
Cc: Pierre G. Mina; James R. Liebler; Ms. Michel K. Valerio; Laura E. Rodriguez; John Schwartz; Westlake_legaldepartment@westlakefinancial.com
Subject: Re: Follow up from hearing

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IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE COUNTY, FLORIDA

Case Number: _____

Matthew Weiss _____

(Name)

13524 Lodi Ter Apt 6308 _____

(Street Address)

Windermere FL 34786 _____

(City, State, and Zip)

631-636-3441 _____

(Phone

Number)

Plaintiff(s)

vs.

Liebler, Gonzalez & Portuondo _____

(Name)

44 West Flagler S _____

(Street Address)

Miami, FL 33130 _____

(City, State, and Zip)

(Phone Number)

Defendant(s)

STATEMENT OF CLAIM

The above named Plaintiff(s) sue(s) the above named Defendant(s) for: (Explain your claim here)

This law firm has engaged in malicious prosecution, filing endless frivolous and baseless motions in attempt to harm plaintiff, harass plaintiff, mislead the judge through fraudulent misrepresentation and perjury as well as continues to defame, slander and libel plaintiff.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).

Plaintiff(s)

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE COUNTY, FLORIDA

Case Number: _____

Matthew Weiss _____

(Name)

13524 Lodi Ter Apt 6308 _____

(Street Address)

Windermere FL 34786 _____

(City, State, and Zip)

631-636-3441 _____

(Phone

Number)

Plaintiff(s)

vs.

Pierre G. Mina _____

(Name)

44 West Flagler S _____

(Street Address)

Miami, FL 33130 _____

(City, State, and Zip)

(Phone Number)

Defendant(s)

STATEMENT OF CLAIM

The above named Plaintiff(s) sue(s) the above named Defendant(s) for: (Explain your claim here)

This shameless and corrupt attorney has engaged in malicious prosecution, filing endless frivolous and baseless motions in attempt to harm plaintiff, harass plaintiff, mislead the judge through fraudulent misrepresentation and perjury as well as continues to defame, slander and libel plaintiff.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).

Plaintiff(s)

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE COUNTY, FLORIDA

Case Number: _____

Matthew Weiss _____

(Name)

13524 Lodi Ter Apt 6308 _____

(Street Address)

Windermere FL 34786 _____

(City, State, and Zip)

631-636-3441 _____

(Phone

Number)

Plaintiff(s)

vs.

Westlake Services LLC _____

(Name)

4751 WILSHIRE BLVD #100 _____

(Street Address)

LOS ANGELES, CA, 90010 _____

(City, State, and Zip)

(Phone Number)

Defendant(s)

STATEMENT OF CLAIM

The above named Plaintiff(s) sue(s) the above named Defendant(s)

for: (Explain your claim here)

Westlake services llc has violated the federal laws and statutes: (TCPA) (47 U.S.C. § 227), FCCPA, and FDCPA by using robo dial and ai technology to harass me on my cell after being told i am on the federal dnc and they need to add me to their internal dnc. The federal laws under the TCPA prohibit using robo dialers and ai. especially to cell phones. Since these are willful viola tions, per the TCPA i am seeking statutory damages of \$1,500 per call, plus actual damages, punitive damages and legal fees for the multiple calls. They are harassing to collect a debt they know is not valid and is from internal fraud to unjustly enrich themselves.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).

Plaintiff(s)

**IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE
COUNTY, FLORIDA**

Case Number: 2024 SC 6418-O

Matthew Weiss
(Name)
13524 Lodi Ter Apt 6308
(Street Address)
Windermere FL 34786
(City, State, and Zip)
631-636-3441
(Phone

Number)

Plaintiff(s)

vs.

Westlake Services LLC
(Name)
4751 WILSHIRE BLVD #100
(Street Address)
LOS ANGELES, CA, 90010
(City, State, and Zip)

(Phone Number)

Defendant(s)

**STATEMENT OF
CLAIM**

The above named Plaintiff(s) sue(s) the above named Defendant(s)
for: (Explain your claim here)

Westlake services llc has breached its arbitration agreement by intentionally, willfully and illegally removing a small claims filed under docket #:2024-SC-001414-O. The defendant and counsel knew that the arbitration provisions required arbitration or small claims to resolve all claims. Defendant willfully and intentionally refused to pay its arbitration fees laughing as it breached its own arbitration agreement forcing this into small claims as a delay tactic. Then its corrupt counsel waits to the very last day to illegally breach the arbitration agreement again, by removing it to federal court as another abuse of practice, an unethical delay which he knows will fail because of the arbitration agreement states arbitration or small claims only. Defendant and counsel have compelled numerous defendants to arbitration, knows the provisions, but rather waste the courts valuable time and resources playing delay tactics, while violating the plaintiffs rights to a trial, while defendants counsel defrauds them with frivolous billing for motions it knows will fail.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).

Matthew Weiss

Plaintiff(s)

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE COUNTY, FLORIDA

Case Number: _____

Matthew Weiss _____

(Name)

13524 Lodi Ter Apt 6308 _____

(Street Address)

Windermere FL 34786 _____

(City, State, and Zip)

631-636-3441 _____

(Phone

Number)

Plaintiff(s)

vs.

Westlake Services LLC _____

(Name)

4751 WILSHIRE BLVD #100 _____

(Street Address)

LOS ANGELES, CA, 90010 _____

(City, State, and Zip)

(Phone Number)

Defendant(s)

STATEMENT OF CLAIM

The above named Plaintiff(s) sue(s) the above named Defendant(s) for: (Explain your claim here)

Westlake services llc has breached its arbitration agreement by intentionally, willfully and illegally removing a small claims filed under docket #:2024-SC-001414-O. The defendant and counsel knew that the arbitration provisions required arbitration or small claims to resolve all claims. Defendant willfully and intentionally refused to pay its arbitration fees laughing as it breached its own arbitration agreement forcing this into small claims as a delay tactic. Then its corrupt counsel waits to the very last day to illegally breach the arbitration agreement again, by removing it to federal court as another abuse of practice, an unethical delay which he knows will fail because of the arbitration agreement states arbitration or small claims only. Defendant and counsel have compelled numerous defendants to arbitration, knows the provisions, but rather waste the courts valuable time and resources playing delay tactics, while violating the plaintiffs rights to a trial, while defendants counsel defrauds them with frivolous billing for motions it knows will fail.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).

Plaintiff(s)

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE
COUNTY, FLORIDA

Case Number: 2024 SC 3270

Matthew Weiss

(Name)

13524 Lodi Ter Apt 6308

(Street Address)

Windermere FL 34786

(City, State, and Zip)

631-636-3441

(Phone

Number)

Plaintiff(s)

vs.

Westlake Services LLC

(Name)

4751 WILSHIRE BLVD #100

(Street Address)

LOS ANGELES, CA, 90010

(City, State, and Zip)

(Phone Number)

Defendant(s)

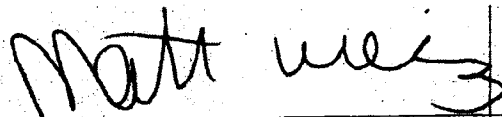
STATEMENT OF
CLAIM

The above named Plaintiff(s) sue(s) the above named Defendant(s)

for: (Explain your claim here)

Westlake services llc has breached its arbitration agreement by intentionally, willfully and illegally delaying payment required per their contract that they drew up. They then attempted to delay it even further by filing frivolous motions that was quickly and swiftly rejected by the arbitration association who had to put westlake and its corrupt counsel back in its place explaining they need to honor the agreement they made. They have left the invoice outstanding for close to 60 days before finally paying it, which their willful and intentional delays caused significant damages and losses. Now they got the next invoice they are required to pay and flat out admitted they will not be paying regardless of what the agreement says. This abuse of power to force people into an agreement they made, which they then try to weasel out of to cause harm to the consumer must be punished for actual damages, statutory damages, punitive damages, legal fees and any awards by the jury to punish corrupt companies and counsel who abuse the law.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).



Plaintiff(s)

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT OF FLORIDA ORANGE COUNTY, FLORIDA

Case Number: _____

Matthew Weiss

(Name)

13524 Lodi Ter Apt 6308

(Street Address)

Windermere FL 34786

(City, State, and Zip)

631-636-3441

(Phone

Number)

Plaintiff(s)

vs.

Westlake Services LLC

(Name)

4751 WILSHIRE BLVD #100

(Street Address)

LOS ANGELES, CA, 90010

(City, State, and Zip)

(Phone Number)

Defendant(s)

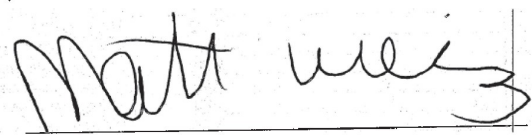
STATEMENT OF CLAIM

The above named Plaintiff(s) sue(s) the above named Defendant(s)

for: (Explain your claim here)

Westlake services llc has violated the federal laws and statutes: (TCPA) (47 U.S.C. § 227) by using robo dial and ai technology to harass me on my cell after being told i am on the federal dnc and they need to add me to their internal dnc. he federal laws under the TCPA prohibit using robo dialers and ai. especially to cell phones. Since these are willful violations, per the TCPA i am seeking statutory damages of \$1,500 per call, plus actual damages, punitive damages and legal fees for the multiple calls.

And Plaintiff(s) claim(s) \$ 8000 damages not to exceed \$8,000.00 exclusive of interest, court costs and attorney fees (dollar amount is without court costs).



Plaintiff(s)

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

MATTHEW WEISS,

Plaintiff,

v.

Case No: 6:24-cv-2231-PGB-RMN

WESTLAKE SERVICES LLC,

Defendant.

_____ /

ORDER TO SHOW CAUSE

This case is before the Court upon periodic review. Plaintiff has failed to comply with the Court's Order of December 9, 2024 directing plaintiff to file a Notice of Pendency of Other Actions and a Certificate of Interested Persons.

Therefore, it is **ORDERED** that Plaintiff shall **SHOW CAUSE** and file a response to said Order within **fourteen (14)** days from the date of this Order. Failure to comply with this Order may result in dismissal of the case without further notice or other appropriate sanctions.

DONE AND ORDERED in Orlando, Florida on



PAUL G. BYRON
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record
Unrepresented Party

**IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA**

CASE NO.: 2024-SC-006418-O
DIVISION: 70

MATTHEW WEISS,
Plaintiff,

v.

WESTLAKE SERVICES LLC,
Defendant.

ORDER OF DISMISSAL

THIS CAUSE came before the Court for a hearing on ALL PENDING MOTIONS IN DIVISION 70 on April 8, 2024, with Plaintiff Matthew Weiss (“Plaintiff”) appearing pro se and Defendant Westlake Services, LLC (“Westlake”) appearing through counsel. The Court reviewed the pending motions and the court file, heard arguments from the parties, and is otherwise duly advised in the premises.

FINDINGS

1. This is an action for breach of contract. Plaintiff commenced this action against Westlake on February 13, 2024, by filing a Statement of Claim (“Complaint”) alleging that Westlake breached an arbitration agreement.

2. Plaintiff fails to state a cause of action for breach of contract in this case and cannot cure the pleading deficiencies or otherwise overcome the preclusion from filing this suit. Specifically, Plaintiff’s Complaint cannot be amended to state a cause of action against Westlake for breach of the arbitration agreement because Plaintiff is improperly attempting to relitigate claims that Plaintiff brought (or could have brought) against Westlake and subsequently dismissed with prejudice.

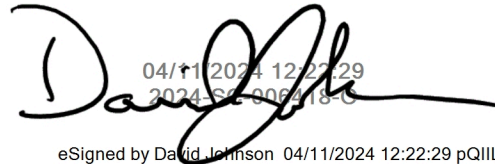
3. Prior to commencing this action against Westlake, Plaintiff filed the following cases against Westlake alleging breach of the arbitration agreement: Circuit Court Case No. 2024-CA-000300-O, captioned *Matthew Weiss vs. Westlake Services LLC*, filed on January 11, 2024; and County Court Case No. 2024-SC-003270-O, captioned *Matthew Weiss vs. Westlake Services LLC*, filed on January 24, 2024. On February 15, 2024, Plaintiff filed for dismissals with prejudice in those cases stating, “a settlement was reached and all matters resolved.” Based on the foregoing, Plaintiff was precluded from commencing and/or continuing to prosecute this action against Westlake.

4. “A pro se litigant should not be held to a lesser standard than a reasonably competent attorney because applying a lesser standard would only encourage continued frivolous litigation.” *Gladstone v. Smith*, 729 So.2d 1002, 1004 (Fla. 4th DCA 1999).

ORDERED AND ADJUDGED as follows:

1. Westlake’s Motion to Dismiss Plaintiff’s Complaint with Prejudice is GRANTED.
2. Plaintiff’s Complaint and this action are DISMISSED with prejudice.
3. The Mediation scheduled for April 29, 2024, is CANCELLED.
4. The Court retains jurisdiction to consider and award sanctions, including, but not limited to, the sanctions sought in Westlake Services, LLC’s Motion for Order to Show Cause Why Plaintiff Should Not Be Sanctioned, and Westlake’s reasonable attorney’s fees and costs.

DONE AND ORDERED in Orlando, Orange County, Florida.



04/11/2024 12:22:29
2024-SC-006418-O

eSigned by David Johnson 04/11/2024 12:22:29 pQIILYBL

Honorable David P. Johnson
County Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that this Order was filed with the Clerk of the Court by using the Florida Courts E-Filing Portal System. A copy is being served on all attorney (s) and parties identified on the ePortal Electronic Service List, via Notices of Electronic Filing generated by the ePortal system. This Order has been furnished to parties via their attorney of record.

Plaintiff: MATTHEW WEISS:
Via e-Filing Portal
Via e-Mail

Defendant: WESTLAKE SERVICES LLC
c/o JAMES RANDOLPH LIEBLER II, Esquire
PIERRE G. MINA, Esquire
Via e-Filing Portal
Via e-Mail

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

MATTHEW WEISS,

Plaintiff,

v.

Case No: 6:24-cv-291-WWB-DCI

WESTLAKE SERVICES, LLC,

Defendant.

ORDER TO SHOW CAUSE

On February 21, 2024, the Court issued a Notice of Hearing to be held on March 5, 2024 for a case management conference. Doc. 8 (the Notice). The Clerk mailed the Notice to Plaintiff. On March 5, 2024, the Court conducted the hearing and Defendant's counsel was in attendance, but Plaintiff failed to appear.

While the Notice was not returned as undeliverable, another Notice to Counsel and Parties regarding the Middle District of Florida Local Rules and the Court's Standing Orders (Doc. 5) was returned to the Court as "Unable to Forward." Since Plaintiff did not file a change of address, Court staff called Plaintiff to confirm the address. Plaintiff advised that he did not want to provide the correct mailing address because he did not want Defendant to have it and stated that he checks the docket daily for updates in the case.

By failing to provide a correct address, however, Plaintiff is interfering with the prosecution of this case and cannot properly litigate his claims. *See FTC v. Higher Goals Mktg. LLC*, 2021 WL 7450449, at *1 n.1 (M.D. Fla. Feb. 2, 2021) (finding that the return of a report ad recommendation would not affect the court's ruling because "[i]t is [the party's] responsibility to provide the Court with a mailing address if [they] wish[] to stay apprised of filings in this matter.

The Court cannot inform litigants about case matters if a party refuses to provide an address.”) (quoting *Nu Image, Inc. v. Does 1-3*, 2012 WL 1382988, at *2 (M.D. Fla. Apr. 20, 2012); *Morales v. Aldie’s Certified Auto Body &Mech., Inc.*, 2009 WL 10712724, at *1 (M.D. Fla. Apr. 8, 2009), *report and recommendation adopted by*, 2009 WL 10712723 (M.D. Fla. April 27, 2009) (“Rule 11(a), Federal Rules of Civil Procedure, requires every pleading, motion, or other paper contain the signer’s correct address, email address, and telephone number.”); *see also* The Guide for Proceeding Without a Lawyer (2022) at 6.1, www.flmd.uscourts.gov/litigants-without-lawyers (“If you change your name, phone number, or address, you *must* update your information with the court.”) (emphasis added).

Upon due consideration, it is **ORDERED** that:

1. **on or before March 19, 2024**, Plaintiff shall show cause why the Court should not dismiss the case for failure to prosecute **and** order Plaintiff to pay the costs for Defendant’s counsel to appear at the March 5, 2024 hearing; and
2. **on or before March 19, 2024**, Plaintiff shall provide to the Court and Defendant a correct address in writing. Plaintiff must provide an address where the Court and Defendant can effectively serve papers.

Plaintiff’s failure to fully comply with this Order within the allotted time may result in the dismissal of this case and other sanctions with no further notice.

ORDERED in Orlando, Florida on March 5, 2024.



DANIEL C. IRICK
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2023-SC-025075-O
DIVISION: 76

MATTHEW WEISS
Plaintiff(s),

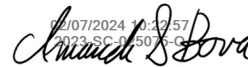
vs.
EXPERIAN INFORMATION SOLUTIONS
INC
Defendant(s).

ORDER OF DISMISSAL

This action came before the Court on Plaintiff's Motion to Dismiss, as Plaintiff motioned the Court for Dismissal and asserts a settlement has been reached. Accordingly,

IT IS ORDERED that this action is dismissed for lack of prosecution. The Clerk of the Court is ordered to close this case.

DONE AND ORDERED on this the 7th day of February, 2024.



eSigned by Amanda Bova 02/07/2024 10:22:57 1keEU3rC

Amanda S. Bova
County Court Judge
Orange County

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court on this the 7th day of February, 2024 by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System. In the event a party is unrepresented and has not designated an email address for purposes of electronic service, counsel for Plaintiff shall be responsible for serving this Notice via non-electronic means (U.S. mail, Federal Express or the equivalent) Notice. If Plaintiff is unrepresented, Counsel for the Defendant shall have the same obligation. If all parties are unrepresented, the Court shall finish a copy via U.S. Mail:

MATTHEW WEISS, 13524 LODI TER APT 6308, WINDERMERE, FL 34786

EXPERIAN INFORMATION SOLUTIONS INC, 475 ANTON BLVD, COSTA MESA, CA
92626

**IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

MATTHEW WEISS,

CASE NO.: 2023-SC-061663-O

Plaintiff,

v.

ORLANDO CAR DEPOT, LLC,

Defendant(s).

ORDER ON DEFENDANT’S MOTION FOR SANCTIONS

THIS CAUSE came before the Court upon filing of Defendant’s Motion for Sanctions filed on or about December 14, 2023 and heard on January 16, 2024 (hereinafter, the “Motion”) having reviewed the Motion, hearing the arguments of counsel and Plaintiff and being advised of its contents, the Court **FINDS** the following:

1. On or about August 3, 2023, Plaintiff filed two complaints against Defendant (Case No.: 2023-SC-46994-O and 2023-SC-47003-O) in Orange County Small Claims Court. Case No.: 46994 which alleges “retaliation against whistleblower, slander, defamation, libel, breach of contract, violating federal consumer review fairness act, violating privacy agreements and harassment of whistleblower.” And Case No.: 47003 alleges “multiple counts of fraud, violation of FUDTPA, unjust enrichment, forgery, dealer fraud, title fraud, falsifying the Carfax, and concealing a branded title and accident.”
2. On or about September 22, 2023, the Court held a pre-trial conference on both matters (2023-SC-46994-O and 2023-SC-47003-O) and immediately dismissed both actions as both claims failed to state a cause of action. The Court then allowed Plaintiff thirty (30) days to amend the Complaints.
3. On or about November 14, 2023 (more than thirty days after the dismissal), Plaintiff filed another separate action against Defendant alleging “FUDTPA, forgery and dealer fraud,” essentially the same causes of action that were filed previously.

4. Pursuant to Fla. Sm. Clm. R. 7.110 (b) “Unless the court in its order for dismissal otherwise specifies, a dismissal under this subdivision and any dismissal not provided for in this rule, other than a dismissal for lack of jurisdiction or for improper venue or for lack of an indispensable party, operates as an adjudication on the merits.”
5. Therefore, Plaintiff’s previous claims for fraud and FUDTPA were already adjudicated on its merits and involuntarily dismissed by the Court on September 22, 2023.
6. Plaintiff was barred from bringing these causes of action again in a subsequent proceeding.

Therefore, it is **ORDERED** and **ADJUDGED**:

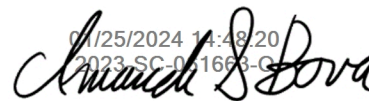
1. Defendant’s Motion is hereby: **GRANTED**
2. Plaintiff’s Statement of Claim filed in this action on November 14, 2023 is hereby:

DISMISSED WITH PREJUDICE

3. Further, pursuant to 57.105, Fla. Stat., Defendant is entitled to its attorney’s fees as the Court finds that Plaintiffs claim lacked a basis in material fact or then-existing law as the matter had been previously adjudicated.

4. The Court shall reserve jurisdiction as to the amount of attorneys fees.

DONE AND ORDERED



eSigned by Amanda Bova 01/25/2024 14:48:20 Z+Yt6ZvX

HONORABLE JUDGE AMANDA S. BOVA

Mailing List:

Justin R. Clark, Esq., 500 Winderley Place, Suite 100, Maitland, FL 32751 notice@youhavepower.com
and jclark@youhavepower.com – Attorney for Defendant.

Matthew Weiss, weissbrokerage@gmail.com - Plaintiff

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CIVIL DIVISION

MATTHEW WEISS
Plaintiff,

CASE NO.: 2023-SC-049034-O
DIV: 74

v.

BANK OF AMERICA CORPORATION
Defendant.

_____ /

ORDER APPROVING REPORT AND RECOMMENDATION OF GENERAL MAGISTRATE

THIS MATTER comes before the Court for consideration of the Report and Recommendation filed in the above-styled case on 12.27.2023. The undersigned has considered the Magistrate’s findings and recommendations. Neither party timely filed exceptions (see Florida Rules of Civil Procedure 1.490). Alternatively, timely exceptions were filed but were denied or both parties waived the exceptions period.

ACCORDINGLY, it is hereby **ORDERED AND ADJUDGED AS FOLLOWS**:

1. The Report of the General Magistrate dated 12.27.2023 is ratified, approved, and incorporated into this Court’s Order.
2. The Court adopts all findings and recommendations contained in the Report of the General Magistrate as this Court’s Order.
3. The Clerk shall file the copy of the Report and Recommendation dated 12.27.2023 (and attached hereto) as part of this Order.

DONE AND ORDERED at Orlando, Orange County, Florida on this ____ day of _____,

20____.



eSigned by Cherish R. Adams 01/18/2024 09:46:43 eGChqm1z

**Cherish Adams,
County Judge**

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA**

MATTHEW WEISS

Plaintiff

vs

BANK OF AMERICA CORPORATION

Defendant

Case No.: 2023-SC-049034-O

Judge: Cherish Adams

REPORT AND RECOMMENDATION OF GENERAL MAGISTRATE

THIS CAUSE came before the undersigned General Magistrate for hearing on December 19, 2023 on the following: Non-Jury Trial.

Present:

_____ Plaintiff: MATTHEW WEISS

_____xx____ Defendant: Scott Winterberg for BANK OF AMERICA CORPORATION

The Magistrate has jurisdiction over this proceeding pursuant to the Order of Referral to the **General Magistrate** dated December 4, 2023. No objection to the Order of Referral to the Magistrate was made.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having fully considered the arguments and presentations of the respective parties in open Court, the undersigned Magistrate makes the following findings of fact and conclusions of law ("Findings"):

1. Plaintiff filed a Statement of Claim on or about August 15, 2023 alleging damages in the principal amount of \$8,000.00 plus costs that arises from alleged illegal acts and violating multiple laws.
2. Both parties were sent notice for today's non-jury trial on December 4, 2023 through mail and e-mail.
3. Plaintiff failed to appear after proper notice.
4. Defendant requested a dismissal of the action with prejudice. Defendant argued that Plaintiff has filed over 60 small claims lawsuits in Orange County alone. Plaintiff is threatening additional lawsuits against the Defendant. There is already a case pending between the parties in 2023-SC-25085-o in which Plaintiff used the exact same language, verbatim, in his statement of claim. There is an order entered in that matter from June 5, 2023 requiring Plaintiff to provide the

Defendant with documents supporting his claim including the account number, dates of the alleged violations, and a notice of related cases. Defendant stated Plaintiff has yet to comply with the order.

5. 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. *Kohn v. City of Miami Beach*, 611 So. 2d 538, 539 (Fla. 3rd DCA 1992).

6. Based on the alleged claims in this action mirroring the claims in 2023-SC-25085-O and Plaintiff's failure to appear for the non-jury trial and present competent evidence, the court finds a dismissal with prejudice to be appropriate.

7. **All parties have NOT waived the ten (10) day period in which to file exceptions to this Report and Recommendation of General Magistrate.**

RECOMMENDATION

IT IS THEREFORE RECOMMENDED that the Court enter its Order Adopting Report and Recommendation of the General Magistrate and order as follows:

1. That Plaintiff's Statement of Claim be dismissed with prejudice.
2. That the clerk is directed to close the matter.
3. The court retains jurisdiction for purposes of enforcement.

REPORT AND RECOMMENDATION submitted this 27th day of December, 2023.



Sara Chalkley
General Magistrate, Civil Division

PLEASE READ CAREFULLY (Language in Bold is Required by Fla. R. Civ. P. 1.490):

IF YOU WISH TO SEEK REVIEW OF THE REPORT AND RECOMMENDATION MADE BY THE MAGISTRATE, YOU MUST FILE EXCEPTIONS IN ACCORDANCE WITH FLORIDA RULE OF CIVIL PROCEDURE 1.490(i). YOU WILL BE REQUIRED TO PROVIDE THE COURT WITH A RECORD SUFFICIENT TO SUPPORT YOUR

**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA**

Case number: 2023-SC-061663-O
Motion

COURT MINUTES

COURT OPENED 2:40 PM on 16th day of January 2024 in Hearing Room/Courtroom
370

This case came on this day for Motion
Honorable Bova, Amanda S , presiding

Matthew Weiss

Petitioner / Plaintiff

VS

Orlando Car Depot

Respondent / Defendant

Parties Present:

- Court reporter: N/A

Court Deputy: N/A

ALL PARTIES APPEARED VIA ZOOM.

Plaintiff Matthew Weiss appeared sworn and testified.

Attorney Brandon Stewart appeared on behalf of the defendant.

Umair Siddiqui appeared sworn and testified as owner of Orlando Car Depot.

THE COURT RULES AS FOLLOWS:

The court RESERVED as to plaintiff's Motion for Sanctions and Defendants Motion for Sanctions. Plaintiff ordered to stop communicating directly with defendant. Plaintiff has 10 days to file any evidence and witness list for trial with the clerk's office. Parties have 10 days to submit competing orders on motions to chambers.

COURT RECESSED at 3:18 PM on this the 16th day of January, 2024, subject to call.

Filed in Open Court on 01/16/2024

Deputy Clerk in Attendance: s/Shaneice B.

Office of Tiffany M. Russell, Orange County Clerk of the Circuit and County Courts

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

2023-SC-047003-O
DIVISION

MATTHEW WEISS

Plaintiff(s),

vs.

ORLANDO CAR DEPOT, LLC

Defendant(s).

_____ /

ORDER FOLLOWING PRETRIAL CONFERENCE

This cause came before the Court for a small claims pretrial conference. The following was ordered:

_____ Plaintiff failed to appear and the case is dismissed. The Clerk of Court shall close the case.

_____ Service of process has not been completed. Court grants Plaintiff an additional 120 days from the date of the pretrial conference to complete service of process or the case will be dismissed without further notice or opportunity to be heard.

_____ Service of process remains incomplete. The case will be dismissed if not served within the 120 day extension given by the Court on .

_____ Defendant failed to appear. The Court entered a default and awarded Plaintiff principal and court costs and such other relief as requested. Plaintiff must submit any required affidavits and proposed final judgment within 180 days of the pretrial conference or the case will be dismissed. If the affidavit of service has not been docketed at the time of the PTC, Plaintiff must attach a copy to the proposed final judgment.

_____ The parties reached a stipulation for payment during the status conference or the Court ordered the Defendant to make periodic payments. Defendant shall pay \$ per month until the principal of \$ and court costs of \$ are paid in full. While Defendant is making such payments, the Plaintiff waive court costs. If Defendant defaults in payments, Plaintiff may file an affidavit of default and will be entitled to a final judgment in the amount of principal, plus court costs, minus any payment made prior to the default. This case is DISMISSED and the Court retains jurisdiction to enforce the stipulation/court order. Plaintiff provided Defendant information on how to make the payments or where

to call for such information. First payment is due on or before and on the of each month thereafter. Any other conditions of the stipulation/court order:

_____ Defendant failed to appear. The Court entered a default. Damages were not liquidated in the statement of claim. The case will be set for trial on damages.

_____ The parties were referred to mediation.

_____ All parties are represented by counsel who will let the Court know when cause is at issue. However, the case will be dismissed if no activity within 120 days from this Order without further notice or opportunity to be heard.

_____ Defendant has filed a suggestion of bankruptcy. Plaintiff shall provide a status update every 90 days from the date of this Order regarding the status of the bankruptcy proceedings and whether this lawsuit will continue. If Plaintiff fails to provide the status update the case will be dismissed without further notice or opportunity to be heard.

_____ The parties consent to this case being referred to the General Magistrate.


_____ The Court finds the Notice to Appear was served less than five (5) days from the date of the pretrial conference. Defendant failed to appear. The Court finds the less than five (5) days notice does not provide Defendant due process. The pretrial conference shall be reset by the assigned division.

_____ The Defendant has not been served, but voluntarily consented to the jurisdiction of the Court and the PTC proceeded. Plaintiff shall notify its process server to cease service attempts.

_____ The parties resolved the case prior to the pretrial conference. Plaintiff has 60 days to file the settlement agreement and provide an order to the Court. Otherwise, the Court will enter its own order dismissing the case and retaining jurisdiction to enforce the settlement. If the Court enters the order, any subsequent enforcement action will require the filing of the settlement agreement.

_____ xx Other. Case is dismissed for failure to state a cause of action. The Court does not rule on any other matter raised by Defendant. Plaintiff is given 30 days leave to amend the statement of claim.

DONE AND ORDERED in Orlando, Florida on this 22nd day of September, 2023


09/22/2023 09:27:28
2023-SC-047003-O
eSigned by Tina L. Caraballo 09/22/2023 09:27:28 SGEaJiB

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was delivered to the below parties on this 22nd day of September, 2023 Parties participating in electronic filing served via e-filing portal only.

MATTHEW WEISS	13524 LODI TERRACE APT 6308 WINDERMERE, FL 34786
ORLANDO CAR DEPOT, LLC	5575 S ORANGE BLOSSOM TRL ORLANDO, FL 32839 Via Portal

Judicial Assistant to Judge Eric H DuBois

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

2023-SC-046994-O
DIVISION

MATTHEW S WEISS

Plaintiff(s),

vs.

ORLANDO CAR DEPOT, LLC

Defendant(s).

_____ /

ORDER FOLLOWING PRETRIAL CONFERENCE

This cause came before the Court for a small claims pretrial conference. The following was ordered:

_____ Plaintiff failed to appear and the case is dismissed. The Clerk of Court shall close the case.

_____ Service of process has not been completed. Court grants Plaintiff an additional 120 days from the date of the pretrial conference to complete service of process or the case will be dismissed without further notice or opportunity to be heard.

_____ Service of process remains incomplete. The case will be dismissed if not served within the 120 day extension given by the Court on .

_____ Defendant failed to appear. The Court entered a default and awarded Plaintiff principal and court costs and such other relief as requested. Plaintiff must submit any required affidavits and proposed final judgment within 180 days of the pretrial conference or the case will be dismissed. If the affidavit of service has not been docketed at the time of the PTC, Plaintiff must attach a copy to the proposed final judgment.

_____ The parties reached a stipulation for payment during the status conference or the Court ordered the Defendant to make periodic payments. Defendant shall pay \$ per month until the principal of \$ and court costs of \$ are paid in full. While Defendant is making such payments, the Plaintiff waive court costs. If Defendant defaults in payments, Plaintiff may file an affidavit of default and will be entitled to a final judgment in the amount of principal, plus court costs, minus any payment made prior to the default. This case is DISMISSED and the Court retains jurisdiction to enforce the stipulation/court order. Plaintiff provided Defendant information on how to make the payments or where

to call for such information. First payment is due on or before and on the of each month thereafter. Any other conditions of the stipulation/court order:

_____ Defendant failed to appear. The Court entered a default. Damages were not liquidated in the statement of claim. The case will be set for trial on damages.

_____ The parties were referred to mediation.

_____ All parties are represented by counsel who will let the Court know when cause is at issue. However, the case will be dismissed if no activity within 120 days from this Order without further notice or opportunity to be heard.

_____ Defendant has filed a suggestion of bankruptcy. Plaintiff shall provide a status update every 90 days from the date of this Order regarding the status of the bankruptcy proceedings and whether this lawsuit will continue. If Plaintiff fails to provide the status update the case will be dismissed without further notice or opportunity to be heard.

_____ The parties consent to this case being referred to the General Magistrate.


_____ The Court finds the Notice to Appear was served less than five (5) days from the date of the pretrial conference. Defendant failed to appear. The Court finds the less than five (5) days notice does not provide Defendant due process. The pretrial conference shall be reset by the assigned division.

_____ The Defendant has not been served, but voluntarily consented to the jurisdiction of the Court and the PTC proceeded. Plaintiff shall notify its process server to cease service attempts.

_____ The parties resolved the case prior to the pretrial conference. Plaintiff has 60 days to file the settlement agreement and provide an order to the Court. Otherwise, the Court will enter its own order dismissing the case and retaining jurisdiction to enforce the settlement. If the Court enters the order, any subsequent enforcement action will require the filing of the settlement agreement.

_____ xx Other. Case is dismissed for failure to state a cause of action. The Court does not rule on any other matter raised by Defendant. Plaintiff has 30 days leave to amend the statement of claim.

DONE AND ORDERED in Orlando, Florida on this 22nd day of September, 2023


09/22/2023 09:28:47
2023-SC-046994-O
eSigned by Tina L. Caraballo 09/22/2023 09:28:47 tzmgvJxO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was delivered to the below parties on this 22nd day of September, 2023 Parties participating in electronic filing served via e-filing portal only.

MATTHEW S WEISS	13524 LODI TER APT 6308 WINDERMERE, FL 34786
ORLANDO CAR DEPOT, LLC	5575 S. ORANGE BLOSSOM TRL ORLANDO, FL 32808 Via Portal

Judicial Assistant to Judge Eric H DuBois

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CIVIL DIVISION

MATTHEW WEISS
Plaintiff,

CASE NO.: 2023-SC-023603-O
DIV: 73

v.

NEXTIVA INC.
Defendant.

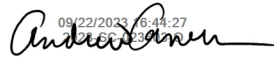
ORDER APPROVING REPORT AND RECOMMENDATION OF GENERAL MAGISTRATE

THIS MATTER comes before the Court for consideration of the Report and Recommendation filed in the above-styled case on 9.1.2023. The undersigned has considered the Magistrate’s findings and recommendations. Neither party timely filed exceptions (see Florida Rules of Civil Procedure 1.490). Alternatively, timely exceptions were filed but were denied or both parties waived the exceptions period.

ACCORDINGLY, it is hereby **ORDERED AND ADJUDGED AS FOLLOWS**:

1. The Report of the General Magistrate dated 9.1.2023 is ratified, approved, and incorporated into this Court’s Order.
2. The Court adopts all findings and recommendations contained in the Report of the General Magistrate as this Court’s Order.
3. The Clerk shall file the copy of the Report and Recommendation dated 9.1.2023 (and attached hereto) as part of this Order.

DONE AND ORDERED at Orlando, Orange County, Florida.



eSigned by Andrew Cameron 09/22/2023 16:44:27 RWISGX3y

Andrew L Cameron
County Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail and/or e-mail (as applicable) to the parties at each of their last known addresses

Matthew Weiss 13524 Lodi Ter., Apt 6308, Windermere, FL 34786
Weissbrokerage@gmail.com

Kirby McDonough, Esq. 201 N Franklin St. Ste 2150, Tampa, FL 33602
Kmcdonough@spencerfane.com
Bjoyner@spencerfane.com

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA**

MATTHEW WEISS

Plaintiff

vs

NEXTIVA INC

Defendant

Case No.: 2023-SC-023603-O

Judge: Andrew L Cameron

REPORT AND RECOMMENDATION OF GENERAL MAGISTRATE

THIS CAUSE came before the undersigned General Magistrate for hearing on August 29, 2023 on the following motion: Defendant's Motion to Compel Arbitration and Stay Pending Arbitration with the Incorporated Memorandum of Law (hereinafter the "Motion").

Present:

_____ Plaintiff: MATTHEW WEISS

__xx__ Counsel for Defendant: Brittainy Joyner, Esq.

The Magistrate has jurisdiction over this proceeding pursuant to the Order of Referral to the **General Magistrate** dated July 6, 2023. No objection to the Order of Referral to the Magistrate was made.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Having fully considered the arguments and presentations of counsel for the respective parties in open Court, the undersigned Magistrate makes the following findings of fact and conclusions of law ("Findings"):

1. Defendant appeared and consented to this case proceeding before the General Magistrate.
2. Plaintiff filed a Statement of Claim on or about April 11, 2023 alleging damages in the principal amount of \$8,000.00 from consumer fraud, false advertising, breach of contract, unjust enrichment, and negligence claims.
3. Defendant filed a Motion to Dismiss Plaintiff's Complaint, or, in the alternative, Motion to Compel Arbitration and Stay Pending Arbitration with the Incorporated Memorandum of Law on or about July 6, 2023.
4. Notice of hearing was sent to all parties on July 31, 2023 via mail and e-mail.

5. Plaintiff failed to appear after proper notice.

6. **All parties have NOT waived the ten (10) day period in which to file exceptions to this Report and Recommendation of General Magistrate.**

RECOMMENDATION

IT IS THEREFORE RECOMMENDED that the Court enter its Order Adopting Report and Recommendation of the General Magistrate and order as follows:

1. That Defendant's Motion to Dismiss is hereby granted.
2. That the clerk is directed to close the matter.
3. That the court retains jurisdiction for purposes of enforcement.

REPORT AND RECOMMENDATION submitted this 1st day of September, 2023.



Sara Chalkley
General Magistrate, Civil Division

PLEASE READ CAREFULLY (Language in Bold is Required by Fla. R. Civ. P. 1.490):

IF YOU WISH TO SEEK REVIEW OF THE REPORT AND RECOMMENDATION MADE BY THE MAGISTRATE, YOU MUST FILE EXCEPTIONS IN ACCORDANCE WITH FLORIDA RULE OF CIVIL PROCEDURE 1.490(i). YOU WILL BE REQUIRED TO PROVIDE THE COURT WITH A RECORD SUFFICIENT TO SUPPORT YOUR EXCEPTIONS OR YOUR EXCEPTIONS WILL BE DENIED. A RECORD ORDINARILY INCLUDES A WRITTEN TRANSCRIPT OF ALL RELEVANT PROCEEDINGS. THE PERSON SEEKING REVIEW MUST HAVE THE TRANSCRIPT PREPARED IF NECESSARY FOR THE COURT'S REVIEW.

A party who files an exception shall provide a copy of the exception to the Magistrate's office (via e-mail to Mistykal Stephens at ctadms3@ocnjcc.org) promptly to avoid the submission of a proposed order adopting the report and recommendation to the presiding judge.

xx The hearing before the Magistrate was electronically recorded by the Court. A party may request an electronic certified copy of the proceeding on CD, at that party's expense, and may then have the recording transcribed, at that party's expense. Providing the Court with a copy of the CD, instead of a certified written transcript, is insufficient for review by the Court of exceptions. Media request forms, procedures, and fees, and a list of approved Transcriptionists are available on the Court's website, [Court Reporters | Ninth Judicial Circuit Court of Florida \(ninthcircuit.org\)](http://ninthcircuit.org) and the Court Reporting services request form is located here: [Court Reporting Services Request Form - Formstack](#). The Court's Electronic Court Reporting Department can be reached by telephone at 407-836-2270.

_____ One of the parties elected to retain, at that party's own expense, a live Court Reporter who was present for the purpose of creating the official record of the proceeding. Accordingly, any request for a transcript of the proceeding must be submitted to that Court Reporter. The Court Reporter who created the official record of the proceeding is as follows:

CERTIFICATE OF SERVICE

A copy of this document was served to all parties or counsel, if represented, as listed below, at their designated addresses, on the date signed above.

Matthew Weiss 13524 Lodi Ter., Apt 6308, Windermere, FL 34786
Weissbrokerage@gmail.com

Kirby McDonough, Esq. 201 N Franklin St. Ste 2150, Tampa, FL 33602
Kmcdonough@spencerfane.com
Bjoyner@spencerfane.com

**IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

MATTHEW WEISS,
Plaintiff,

Case No.: 2023-SC-027461-O
Division: 71

v.

NEXTIVA, INC.,
Defendant.

ORDER GRANTING MOTION TO DISMISS

THIS CAUSE, having come before the Court on Tuesday, September 5, 2023, on Nextiva, Inc.'s ("Nextiva") Motion to Dismiss and the Court having heard the argument of counsel and being otherwise fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED

1. Nextiva's Motion to Dismiss for Improper Venue is hereby GRANTED.
2. This case is hereby DISMISSED with PREJUDICE.
3. The Court finds that the parties have agreed to Exhibit "A" to Nextiva's Motion to Dismiss for Improper Venue, the contract that forms the basis for the Plaintiff's Complaint. The Court grants Nextiva's Motion to Dismiss for Improper Venue based on the following language found in the contract:


This Agreement and the relationship between you and Nextiva shall be governed by the laws of Arizona without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona.

The Court finds that this forum selection clause requires that any action against Nextiva be brought in Maricopa County, Arizona, and the Court interprets this as a mandatory forum selection clause.

4. This Court reserves jurisdiction to enter final judgment for attorney's fees and costs against Plaintiff upon proper motion.

5. Within 5 days from the date of the Order, the Defendant will furnish a copy of this Order to each self-represented party by U.S. Mail, first class, postage paid; and, file a certificate signed by the Defendant's counsel that delivery of this Order has been made as set forth herein.

DONE AND ORDERED IN Chambers at Orange County, Florida, this 19 day of Sept, 2023.



Honorable Evellen H. Jewett

IN THE COUNTY COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

MATTHEW WEISS,

Plaintiff,

v.

Case No. 2023-SC-023591-O

AMERICAN ARBITRATION ASSOCIATION
INC.,

Defendant.

_____ /

ORDER DISMISSING CASE WITHOUT PREJUDICE

THIS CAUSE, came before this Court on Defendant's Motion to Invoke Rules of Civil Procedure on July 11, 2023. The Court having reviewed the file and finding no amended Statement of Claim and being otherwise duly advised, it is:

ORDERED AND ADJUDGED

This case has been **DISMISSED** without prejudice for noncompliance. The Clerk is ordered to close this case.

DONE AND ORDERED in Chambers at Orange County, Florida this 29 day of August, 2023.



The Honorable Jeanette D. Bigney
COUNTY COURT JUDGE

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

2023-SC-007017-O
DIVISION 74

MATTHEW WEISS

Plaintiff(s),

vs.

UBER TECHNOLOGIES, INC

Defendant(s).

_____ /

ORDER CLOSING CASE

This cause is before the Court following a small claims pretrial conference wherein the Court ordered the parties to take action by a certain date and having failed to do so, it is ORDERED:

 X (FAILURE TO SERVE) Service of process has not been completed within the time allowed by rule or any additional time provided by the Court. Accordingly, the case is DISMISSED without prejudice.

_____ (DEFENDANT DEFAULTED) The Defendant defaulted and the Court required Plaintiff to submit any required affidavits and a proposed final judgment within 180 days of the pretrial conference. The documents have not been submitted. Accordingly, the case is DISMISSED without prejudice.

_____ (SETTLEMENT) The parties reached a settlement at or prior to the pretrial conference and the Court required Plaintiff to submit the required documents within 60 days of the pretrial conference. The documents have not been submitted. Accordingly, the Court approves the announced settlement, DISMISSES the case, but retains jurisdiction to enforce the settlement. Any subsequent enforcement action will require filing of the written settlement or other documentation memorializing the terms of the settlement.

_____ (TWO ATTORNEYS) All parties were represented by counsel and the Court required record activity within 120 days of the pretrial conference. There has not been record activity. Accordingly, the case is DISMISSED without prejudice.

_____ (BANKRUPTCY) Defendant filed for protection under the bankruptcy laws and Plaintiff was required to provide a status update every 90 days following the pretrial conference. No status has been filed. Accordingly, the case is DISMISSED without prejudice.

_____ Other _____.

DONE AND ORDERED in Orlando, Florida on this 14th day of August, 2023



Tina L. Caraballo
County Court Administrative Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was delivered to the below parties on this 14th day of August, 2023 Parties participating in electronic filing served via e-filing portal only.

MATTHEW WEISS	13524 LODI TER APT 6308 WINDERMERE, FL 34768
UBER TECHNOLOGIES, INC	1515 3RD ST SAN FRANCISCO, CA 94158 Via E-Portal

Ada Garcia, Case Manager to Judge Tina L. Caraballo

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2023-SC-023591-O

DIVISION 78

MATTHEW WEISS
Plaintiff,

vs.

AMERICAN ARBITRATION
ASSOCIATION INC
Respondent.

_____ /

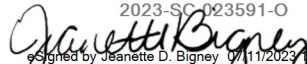
**ORDER ON DEFENDANT’S MOTION TO INVOKE THE RULES OF CIVIL
PROCEDURE AND ORDER DISMISSING CASE WITH LEAVE TO AMEND**

THIS CAUSE, came before this Court on the Defendant’s Motion to Invoke the Rules of Civil Procedure on July 11, 2023. The plaintiff appeared and counsel for the defendant appeared via WEBEX. The Court having reviewed the motion, considered the arguments of the parties, and being otherwise duly advised, the Court

ORDERS AS FOLLOWS, the Defendant’s Motion to Invoke Rules of Civile Procedure is DENIED without prejudice.

The Court dismisses this matter and the plaintiff has thirty (30) days from the date of this Order to file an amended Statement of Claim. This is without objection from the parties.

DONE AND ORDERED in chambers, Orlando, Orange County, Florida, on this 11th day of July, 2023.

07/11/2023 11:37:31
2023-SC-023591-O

Signed by Jeanette D. Bigney 07/11/2023 11:37:31 uX0I5EB-

Jeanette D Bigney
County Judge

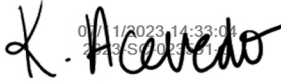
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was delivered to the below parties on this 11th day of July, 2023.

Plaintiff: MATTHEW WEISS, 13524 LODI TER APT 6308, WINDERMERE, FL 34786

Defendant: AMERICAN ARBITRATION ASSOCIATION INC, 120 BROADWAY 21ST
FLOOR, NEW YORK, NY 10271

Katelyn Acevedo, Judicial Assistant to Judge Jeanette D Bigney

Handwritten signature of K. Acevedo in black ink. The signature is written in a cursive style and includes the initials 'K. Acevedo'. There is a faint, semi-transparent watermark or stamp overlaid on the signature that reads '07/11/2023 14:33:04' and '2023 S 0223 01'.

eSigned by Katelyn Acevedo 07/11/2023 14:33:04 6wrHTOxW

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

2023-SC-025067-O
DIVISION

MATTHEW WEISS

Plaintiff(s),

vs.

TRANS UNION LLC

Defendant(s).

_____ /

ORDER FOLLOWING PRETRIAL CONFERENCE

This cause came before the Court for a small claims pretrial conference. The following was ordered:

XX Plaintiff failed to appear and the case is dismissed. The Clerk of Court shall close the case.

_____ Service of process has not been completed. Court grants Plaintiff an additional 120 days from the date of the pretrial conference to complete service of process or the case will be dismissed without further notice or opportunity to be heard.

_____ Service of process remains incomplete. The case will be dismissed if not served within the 120 day extension given by the Court on .

_____ Defendant failed to appear. The Court entered a default and awarded Plaintiff principal and court costs and such other relief as requested. Plaintiff must submit any required affidavits and proposed final judgment within 180 days of the pretrial conference or the case will be dismissed. If the affidavit of service has not been docketed at the time of the PTC, Plaintiff must attach a copy to the proposed final judgment.

_____ The parties reached a stipulation for payment during the status conference or the Court ordered the Defendant to make periodic payments. Defendant shall pay \$ per month until the principal of \$ and court costs of \$ are paid in full. While Defendant is making such payments, the Plaintiff waive court costs. If Defendant defaults in payments, Plaintiff may file an affidavit of default and will be entitled to a final judgment in the amount of principal, plus court costs, minus any payment made prior to the default. This case is DISMISSED and the Court retains jurisdiction to enforce the stipulation/court order. Plaintiff provided Defendant information on how to make the payments or where

to call for such information. First payment is due on or before and on the of each month thereafter. Any other conditions of the stipulation/court order:

_____ Defendant failed to appear. The Court entered a default. Damages were not liquidated in the statement of claim. The case will be set for trial on damages.

_____ The parties were referred to mediation.

_____ All parties are represented by counsel who will let the Court know when cause is at issue. However, the case will be dismissed if no activity within 120 days from this Order without further notice or opportunity to be heard.

_____ Defendant has filed a suggestion of bankruptcy. Plaintiff shall provide a status update every 90 days from the date of this Order regarding the status of the bankruptcy proceedings and whether this lawsuit will continue. If Plaintiff fails to provide the status update the case will be dismissed without further notice or opportunity to be heard.

_____ The parties consent to this case being referred to the General Magistrate.

_____ The Court finds the Notice to Appear was served less than five (5) days from the date of the pretrial conference. Defendant failed to appear. The Court finds the less than five (5) days notice does not provide Defendant due process. The pretrial conference shall be reset by the assigned division.

_____ The Defendant has not been served, but voluntarily consented to the jurisdiction of the Court and the PTC proceeded. Plaintiff shall notify its process server to cease service attempts.

_____ The parties resolved the case prior to the pretrial conference. Plaintiff has 60 days to file the settlement agreement and provide an order to the Court. Otherwise, the Court will enter its own order dismissing the case and retaining jurisdiction to enforce the settlement. If the Court enters the order, any subsequent enforcement action will require the filing of the settlement agreement.

_____ Other.

DONE AND ORDERED in Orlando, Florida on this 30th day of May, 2023



eSigned by Andrew Bain 05/30/2023 11:41:38 cfV8pJmp

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy was delivered to the below parties on this 30th day of May, 2023 Parties participating in electronic filing served via e-filing portal only.

MATTHEW WEISS	13524 LODI TER APT 6308 WINDERMERE, FL 34786
TRANS UNION LLC	555 W ADAMS ST CHICAGO, IL 60661 Via Portal

Judicial Assistant to Judge Jeanette D Bigney