IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

FINAL EXPENSE DIRECT, Plaintiff, vs. PYTHON LEADS, LLC, JACQUELYN LEAH LEVIN, DAVID LEVIN, AND ALI RAZA, Defendants.	§ § § § § § § § § § §	Case No.: 8:23-cv-2093WFJ-AAS

PLAINTIFF'S PARTIAL MOTION FOR SUMMARY JUDGMENT AND INCORPORATED MEMORANDUM OF LAW

COMES NOW Plaintiff, Final Expense Direct ("Plaintiff" or "Final Expense"), pursuant to Fed. R. Civ. P. 56 and Local Rules 3.01, and files its Motion for Partial Summary Judgment against Defendants, Python Leads, LLC ("Python"), Jacquelyn Leah Levin ("Ms. Levin") and David Levin ("Mr. Levin") (collectively, "Defendants") on the breach of implied-in-fact, promissory estoppel, negligent misrepresentation, negligent supervision, civil conspiracy, and fraudulent misrepresentation claims asserted in its Second Amended Complaint (Doc. 70), and in support thereof, states as follows:

I. INTRODUCTION

1. On October 8, 2024, Plaintiff filed its Second Amended Complaint ("SAC") against Python, Ms. Levin, Mr. Levin, and Defendant, Ali Raza ("Mr. Raza"), asserting causes of action, amongst others, breach of implied-in-fact contract,

promissory estoppel, negligent supervision, fraudulent misrepresentation, negligent misrepresentation, and civil conspiracy. *See* Doc. 70.

2. The undisputed material facts at issue relate to Defendants' knowledge of Python's employees or contractors' unfitness to comply with the TCPA; Defendants promise to indemnify Final Expense from TCPA and DNC claims; and Mr. Levin, Ms. Levin and Mr. Raza's scheme to commit fraudulent misrepresentation by informing Final Expense that Python owned a Berkshire Hathaway account, lucratively armed with one (1) million dollars in capital.

3. There is no material issue of disputed fact, and Final Expense is entitled to judgment in its favor for each claim prescribed above as a matter of law.

II. INCORPORATED MEMORANDUM OF LAW

A. Summary Judgment Standard

"Summary judgment is appropriate []if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law." *Hoffman v. Allied Corp.*, 912 F.2d 1379, 1382 (11th Cir. 1990) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986)); *Miller v. City of Fort Myers*, 424 F. Supp. 3d 1136, 1149 (M.D. Fla. 2020) (Summary judgment is a time when the parties put the evidentiary cards on the table). "[I]f the dispute about a material fact is 'genuine,' that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party,[] summary judgment is inappropriate." *Hoffman v. Allied Corp.*, 912 F.2d. at 1383; *see also* Fed. R. Civ. P. 56. However, "the

mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no genuine issue of material fact." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247–48 (1986).

B. Final Expense is entitled to summary judgment on its breach of contract claims against Python and Ms. Levin.

"The elements of a breach of contract action are (1) a valid contract; (2) a material breach; and (3) damages." *Beck v. Lazard Freres & Co., LLC*, 175 F.3d 913, 914 (11th Cir. 1999). "[A] contract is binding, despite the fact that one party did not sign the contract, where [the] Parties have performed under the contract." *Cont'l Ins. Co. v. Randall Constr. Holdings, Inc.*, No. 6:24-CV-29-GAP-DCI, 2024 WL 4268076, at 4 n.6 (M.D. Fla. Sept. 6, 2024). "The object of a signature is to show mutuality or assent, but these facts may be shown in other ways, for example, by the acts or conduct of the parties." *T.T. Int'l Co., Ltd. v. BMP Int'l, Inc.*, No. 8:19-CV-2044-CEH-AEP, 2023 WL 1514347, at 13 (M.D. Fla. Feb. 3, 2023). "The absence of a party's signature is not the death knell of a binding contract or amendment." *Jim Moore Ins. Agency, Inc. v. State Farm Mut. Auto. Ins.* Co., 147 Fed. Appx. 841, 845 (11th Cir. 2005). "Under Florida law, "[t]o constitute a vital or material breach, a defendant's non-performance must be such as to go to the essence of the contract." *Doe v. Rollins Coll.*, 77 F.4th 1340, 1364 (11th Cir. 2023). "Failure by the promisor to perform at the time indicated for performance in the contract establishes an immediate breach." *Franconia Associates v. United States*, 536 U.S. 129, 142–43 (2002).

1. The March 2021 Contract, as ratified, is a valid express contract

On February 26, 2021, Mr. Raza e-mailed Luis Beauchamp ("Mr. Beauchamp"), Final Expense's Vice President of Marketing, to solicit a lead-generating vendor-buyer relationship with Final Expense Direct. *See* **SUMF ¶1**. In his e-mail signature, Mr. Raza identified himself as the Co-Founder of Python. *See* **SUMF ¶5**. On February 28, 2021, Mr. Beauchamp replied to Mr. Raza's February 26, 2021 e-mail requesting a "sample agreement with hold harmless [provisions]." *See* **SUMF ¶2**. On March 2, 2021, Mr. Raza replied to Mr. Beauchamp and indicated that "according to new TCPA [l]aws [] [hold] harmless agreement[s] [are] not enough." *See* **SUMF ¶3**. Furthermore, Mr. Raza mentioned in his March 2, 2021 e-mail that Python owned a Berkshire Hathaway defense insurance policy with coverage of up to one (1) million dollars. *See* **SUMF 3**. Mr. Beauchamp, influenced by Mr. Raza's claim that Python had one (1) million to indemnify Final Expense through Berkshire Hathaway, entered into discussions with Mr. Raza, during which Mr. Raza formalized their negotiations in a written agreement ("March 2021 Contract"). *See* **SUMF ¶4, 8, 9**.

The March 2021 Contract required Python to transfer leads to Final Expense from Monday to Friday between 9:00 a.m. and 6:00 p.m. *See* **SUMF ¶16**; **Exhibit A**, at Exhibit 1, FED000080. Also, under the March 2021 Contract, Python was required to familiarize itself with the TCPA and DNC regulations and accept liability for any failures in compliance when transferring leads. *See* **SUMF ¶16**; **Exhibit A**, at Exhibit

1, FED000081. Furthermore, the March 2021 Contract stipulated that Final Expense would pay Python $55.00 per transferred lead during the first week, $65.00 during the second week, and $75.00 during the third week. *See* **SUMF ¶24**.

On March 10, 2021, Mr. Raza notified Mr. Beauchamp that his partner, Ms. Levin, agreed to the terms in the March 2021 Contract. *See* **SUMF ¶13**. On March 15, 2021, Kim Wilhelm ("Mr. Wilhelm"), the owner of Final Expense, signed the March 2021 Contract. *See* **SUMF ¶14**. Following this, Python generated its first three (3) invoices, charging $55 per lead for the first week, $65 per lead for the second week, and $75 per lead for the third week, respectively. *See* **SUMF ¶30-34**; **Exhibit E**, at Exhibits 91-93. Final Expense made payments for all three (3) invoices. *See* **SUMF ¶34**. As demonstrated below, the March 2021 Contract was later ratified and then repudiated in several material respects.

2. Python materially breached the March 2021 Contract

Python materially breached the March 2021 contract by failing to comply with the TCPA and DNC, and by not holding Final Expense harmless for four (4) claims arising from this non-compliance. *See* **SUMF ¶16**; **Exhibit A**, at Exhibit 1, FED000081. On July 21, 2021, at 11:05 a.m. Central Standard Time ("CST") and again on August 19, 2021, at 10:17 a.m. CST, Python contacted a DNC member, Wes Newman ("Mr. Newman"), while he was still subscribed to the National DNC list. *See* **SUMF ¶36, 37**. Neither Ms. Levin nor Python took any steps to assume responsibility from Final Expense for its violation, resulting in Final Expense having

to settle Mr. Newman's TCPA and DNC claims personally for $1,500 and incurred attorneys' fees for same. *See* **SUMF ¶36-43, 70**.

On December 29, 2021, and January 5, 2022, Python called another member of the National DNC, Robert Doane ("Mr. Doane"), while he was listed on the DNC. *See* **SUMF ¶44**. Python did not indemnify Final Expense for Mr. Doane's TCPA and DNC claims. *See* **SUMF ¶50**. On February 15, 2022, Mr. Raza sent an e-mail to Final Expense, providing an alleged Jornaya ID for Mr. Doane to demonstrate that Python received consent from Mr. Doane to contact him. *See* **SUMF ¶47**. However, Final Expense reviewed the Jornaya ID with its Director of IT Support, Chris Dauge, who confirmed that the Jornaya ID did not have an associated IP address. *See* **SUMF ¶48.** Consequently, Python did not obtain consent to contact Mr. Doane. Python also failed to hold Final Expense harmless for this violation, which resulted in Final Expense settling Mr. Doane's TCPA and DNC claims personally for $18,500 and paying accompanying attorneys' fees. *See* **SUMF ¶44-51, 70**.

On March 11, 2022, Mr. Wilhelm received an e-mail from TCPA attorney Andrew Heidapour, who represented that Python had contacted his client, Joe Ferguson ("Mr. Ferguson"), in violation of the TCPA and DNC, while Mr. Ferguson was on the National DNC list. *See* **SUMF ¶52**. On March 30, 2022, Mr. Heidapour e-mailed Final Expense that Python called another client, Thomas Matthews ("Mr. Matthews") on March 29, 2022, while he was a member of the DNC and intended to file a class action lawsuit against Final Expense for both individuals. *See* **SUMF ¶62**.

None of the Defendants provided a verified consent form to contact Messrs. Matthews or Ferguson. *See* **SUMF ¶52-66**. Additionally, Python did not defend, indemnify, or hold Final Expense harmless for Messrs. Matthews or Ferguson's TCPA and DNC claims, even after Mr. Heidapour referred this matter to a well-known TCPA litigator, Anthony Paronich. *See* **Exhibit D**, Affidavit of Luis Beauchamp, ¶ 19. Therefore, due to prior issues and the known quality and compliance problems associated with the leads from Python, as well as Python's failure to indemnify Final Expense, the company decided to settle the TCPA and DNC claims of Messrs. Ferguson and Matthews, with their attorney, Mr. Paronich, for $100,000. to avoid a potential class action lawsuit that could be deemed meritorious'. *See* **SUMF ¶52-66**, **69, 70**.

3. Final Expense suffered enormous damages because of Python's breach of the March 2021 Contract

Accordingly, Python's material breach of the March 2021 Contract as mentioned above, caused Final Expense to incur substantial expenses in settlements and attorneys' fees, totaling $141,312.50. *See* **SUMF ¶70**. Final Expense incurred these fees through its counsel, Allen, Mitchell & Allen, in connection with the TCPA and DNC claims involving Messrs. Newman, Doane, Ferguson, and Matthews. *See* **SUMF ¶70**. Defendants may argue that the March 2021 Contract was modified in June 2021. However, this argument is not persuasive for several reasons. First, Mr. Beauchamp does not have binding authority. *See* **SUMF ¶7**. Second, Mr. Beauchamp informed Mr. Raza that Final Expense's internal processes were incomplete; thus, they could not move forward with the idea. *See* **Exhibit E**, at Exhibit 89, RAZA1170.

Third, the proposal from June features Mr. Raza's logo for his call center in Pakistan, rather than Python's. *See* **Exhibit A**, Depo of Ali Raza, p. 139 at 1-10; **Exhibit C**, at Def. Exhibit 9. Lastly, both Ms. Levin and Mr. Raza consistently affirmed that it was Python's responsibility to indemnify Final Expense after the talks for the June proposal failed. *See* **SUMF ¶75-82**.

C. Final Expense is entitled to summary judgment on its breach of implied-in-fact claims against Python and Ms. Levin.

"If a contract is not express, then it is generally implied." TRACY BATEMAN ET AL., FLORIDA JURISPRUDENCE CONTRACTS § 3 EXPRESS AND IMPLIED CONTRACTS (2d ed. 2025) (citing *Bromer v. Florida Power & Light Co.*, 45 So. 2d 658 (Fla. 1949)). Because "[a] contract based on the parties' words is characterized as express, whereas, a contract based on the parties' conduct is said to be implied in fact." *Baron v. Osman*, 39 So. 3d 449, 451 (Fla. 5th DCA 2010). The elements for a breach of an implied-in-fact contract are (1) the existence of a contract, (2) a breach of the contract, and (3) damages resulting from the breach. *See Kindred Hosps. E., LLC v. Med. Mut. Services, LLC*, No. 8:23-CV-1075-KKM-CPT, 2025 WL 2374027, at 17 (M.D. Fla. June 11, 2025). "A contract implied in fact is one form of an enforceable contract; it is based on a tacit promise, one that is inferred in whole or in part from the parties' conduct, not solely from their words." *US Thrillrides, LLC v. Intamin Amusement Rides Int. Corp. Est.*, 767 F. Supp. 3d 1331, 1363 (M.D. Fla. 2025); *see also Kolodziej v. Mason*, 774 F.3d 736, 741 (11th Cir. 2014). A contract may be inferred where an express contract fails for lack of proof. *Baron v. Osman*, 39 So. 3d 449, 451 (Fla. 5th DCA 2010).

1. Final Expense and Python's actions created an implied agreement

Alternatively, if the Court determines that the March 2021 Contract was not an express contract, it may still recognize an implied agreement between Final Expense and Python. *See* **SUMF ¶20-35**. Additionally, the Court could reference Mr. Raza's written agreement (in this scenario known as the "March 2021 Memorandum") to interpret the intentions of both parties because Python issued its first three (3) invoices in accordance with the terms outlined in the March 2021 Memorandum. *See* **SUMF ¶16, 20-35**. Python issued its first three (3) invoices to Final Expense in this format, and Final Expense paid all three (3) invoices. *See* **SUMF ¶30-34**; **Exhibit E**, at Exhibits 91-93. On April 1, 2021, Ms. Levin completed and submitted a Form W-9 to receive payment for the first invoice from Final Expense into her personal account. *See* **SUMF ¶19, 31**. This demonstrates that Ms. Levin understood that her actions, consistent with the terms in the March 2021 Memorandum, had ratified this Memorandum, constituting a binding implied agreement between Final Expense and Python. *See* **SUMF ¶16, 20-35**. Python or Ms. Levin cannot rescind this agreement after ratifying it by accepting the first payment from Final Expense. *See Democratic Republic of the Congo v. Air Capital Group, LLC*, No. 12-20607-CIV, 2013 WL 3223686, at 8 (S.D. Fla. June 24, 2013) (Under Florida law, "ratifying a contract waives a party's right to rescind it.")

2. Python failed to hold Final Expense harmless from TCPA complaints

Section 4 of the March 2021 Memorandum required Python to indemnify Final Expense or hold Final Expense harmless against "any and all claims, cost … expenses, … and damages" arising from Python's failure to comply with the TCPA and the DNC regulations. *See* **SUMF ¶16**; Exhibit A, at Exhibit 1, FED000081. Additionally, follow-up e-mails from Ms. Levin and Mr. Raza confirm their understanding of Python's obligation to indemnify Final Expense and hold it harmless due to their noncompliance with TCPA regulations. *See* **SUMF ¶75-82**. For instance, they consistently instructed Final Expense to refer all incoming TCPA complaints to either them or Python's Head of Compliance, Mr. Levin. Subsequently, Defendants claimed to have addressed those TCPA complaints. *See* **SUMF ¶75-82**; **Exhibit A**, at Exhibit 20. However, Defendants intentionally ignored some TCPA complaints, with certain individuals reporting to Final Expense that their concerns were being overlooked by Python. *See* **Exhibit B**, at Exhibit 60, p. 12. Python allegedly ignored the complaints due to legal advice from an attorney named Christopher Meier ("Mr. Meier.") and did nothing to cure the perception that the leads at issue were noncompliant. *See* **Exhibit B**, at Exhibit 60, p. 12. Furthermore, Python failed to indemnify and hold Final Expense harmless against claims that arose from its failure to comply with the TCPA and DNC in the following instances: (1) Mr. Newman, who Python contacted on July 21, 2021, and August 19, 2021, while he was still subscribed to the National DNC list; (2) Mr. Doane, who Python called on December 29, 2021, and January 5, 2022, while

he was listed on the National DNC; (3) Mr. Ferguson, who Python acknowledged calling while on the National DNC list; and (4) Mr. Matthews, who Python called on March 29, 2022, while he was also a member of the DNC. *See* **SUMF ¶36-70**.

3. Damages Resulted from Python's Breach

Since Python did not indemnify Final Expense for the TCPA and DNC claims referenced above, Final Expense reached a $1,500.00 settlement with Mr. Newman, an $18,500.00 settlement with Mr. Doane, and a $100,000.00 settlement with Mr. Ferguson and Mr. Matthews, totaling $141,312.50 in expenses, including attorneys' fees. *See* **SUMF ¶70**.

D. Final Expense is entitled to summary judgment on its promissory estoppel claim against Python and Ms. Levin.

"To establish promissory estoppel, the elements are: (1) defendant made certain promises, (2) that it should have expected that plaintiff would rely on the promises, and (3) that plaintiff did rely on the promises to his detriment." *Myers v. 3073 Horseshoe Drive, LLC*, No. 2:23-CV-95-JES-NPM, 2024 WL 4040834, at 1 (M.D. Fla. Sept. 4, 2024) (*Funderburk v. Fannie Mae*, 654 F. App'x 476, 478 (11th Cir. 2016)). The promisor's promise must "cause the promisee either to take some action or forego taking action." *White Holding Co., LLC v. Martin Marietta Materials, Inc.*, 423 Fed. Appx. 943, 947 (11th Cir. 2011).

1. Ms. Levin and Mr. Raza's written assurances of their responsibility to Final Expense

Alternatively, if the Court finds the March 2021 Contract was not a valid express contract, the Court could find Final Expense relied on Mr. Raza and Ms.

Levin's e-mails promising to indemnify Final Expense and hold it harmless from TCPA and DNC claims arising from Python's failure to comply with the TCPA. *See* **SUMF ¶75-82**.

As mentioned above, on February 26, 2021, Mr. Raza e-mailed Mr. Beauchamp to solicit a lead-generating vendor-buyer relationship with Final Expense Direct. *See* **SUMF ¶1**. In his e-mail signature, Mr. Raza identified himself as the Co-Founder of Python. *See* **SUMF ¶5**. On February 28, 2021, Mr. Beauchamp replied to Mr. Raza's February 26, 2021 e-mail requesting a "sample agreement with hold harmless [provisions]." *See* **SUMF ¶2**. On March 2, 2021, Mr. Raza replied to Mr. Beauchamp and indicated that "according to new TCPA [l]aws [] [hold] harmless agreement[s] [are] not enough." *See* **SUMF ¶3**. Furthermore, Mr. Raza mentioned in his March 2, 2021 e-mail that Python owned a Berkshire Hathaway defense insurance policy with coverage of up to one (1) million dollars. *See* **SUMF 3**. Mr. Beauchamp, influenced by Mr. Raza's claim that Python had one (1) million to indemnify Final Expense through Berkshire Hathaway, entered discussions with Mr. Raza, during which Mr. Raza formalized their negotiations in the March 2021 Memorandum. *See* **SUMF ¶4, 8, 9**.

On August 19, 2021, Mr. Raza reassured Mr. Beauchamp in an e-mail that Python would be "completely responsible for any DNC loss" and stated that if "something happened, [Python] will handle it [on] [its] own." *See* **SUMF ¶75**. Final Expense relied on Mr. Raza's representations, which aligned with the indemnity

obligations they had negotiated in the March 2021 Memorandum. *See* **SUMF ¶16**. This conveyed that Python was committed to indemnifying Final Expense and holding it harmless from TCPA noncompliance, particularly given that Mr. Raza was a Co-founder of Python. *See* **SUMF ¶5, 16**.

On December 6, 2021, Ms. Levin sent an e-mail to Mr. Beauchamp, copying Mr. Raza, to inform him that a former Python employee had started their own lead generation company and was soliciting business from Final Expense. *See* **SUMF ¶5, 16**. Ms. Levin expressed concern that her former employee's company, AKY Leads, would be unable to "protect [Final Expense] from TCPA/DNC lawsuits." *See* **SUMF ¶76-79**. To persuade Final Expense to avoid doing business with AKY Leads, Ms. Levin reduced Python's lead rate from $30 to $27. *See* **SUMF ¶76**. Shortly thereafter, on January 31, 2022, Ms. Levin reaffirmed and ratified in an e-mail that "it is imperative [that] [Final Expense] let [Python] handle [the] [TCPA] consumer [complaints] and that [Final Expense] do not engage with them," and that "[Python] will always take responsibility in protecting [Final Expense] against" these complaints. *See* **SUMF ¶78**.

2. Python should have expected Final Expense would rely on their promise to indemnify it and hold it harmless

Final Expense was expected to rely on the written assurance in Ms. Levin and Mr. Raza's e-mails promising indemnity because Final Expense had negotiated for such an obligation from Python in March 2021; Mr. Raza subsequently reduced its indemnity obligation in the March 2021 Memorandum; it is common industry practice

for lead-generating vendors to indemnify their clients and hold them harmless against claims that arise from the vendor's failure to comply with the TCPA and DNC; on March 2, 2021, Mr. Raza stated that Python could provide up to one (1) million dollars in indemnity for Final Expense through Berkshire Hathaway; and these written assurances came from Ms. Levin and Mr. Raza who were Co-Partners of Python. *See* **SUMF ¶1-35**.

3. Final Expense relied on that promise to its detriment

Final Expense detrimentally relied on Ms. Levin and Mr. Raza's e-mails promising indemnity from Python, as Final Expense and Python's vendor-buyer relationship was already established since March 15, 2021. *See* **SUMF ¶75-82**. As a result, Final Expense decided to maintain its relationship with Python and did not pursue business opportunities with other lead-generating vendors, such as AKY Leads. *See* **SUMF ¶76-79.**

E. Final Expense is entitled to summary judgment on its negligent misrepresentation claim against Python and Ms. Levin.

"Under Florida law, negligent misrepresentation requires: (1) misrepresentation of a material fact; (2) the representor must either know of the misrepresentation, must make the representation without knowledge as to its truth or falsity, or must make the representation under circumstances in which he ought to have known of its falsity; (3) the representor must intend that the representation induce another to act on it; (4) injury must result to the party acting in justifiable reliance on the misrepresentation." *Bloch v. Wells Fargo Home Mortg.*, 755 F.3d 886, 890 (11th Cir. 2014)). "[T]he doctrine

of apparent agency allows a plaintiff to sue a principal for the misconduct of an independent contractor who reasonably appeared to be an agent of the principal." *Franza v. Royal Caribbean Cruises, Ltd.*, 772 F.3d 1225, 1249 (11th Cir. 2014)

1. Mr. Raza's false representation was material

On March 2, 2021, Mr. Raza misrepresented that Python owned a Berkshire Hathaway insurance policy that allocated up to one (1) million dollars in litigation defense and lead generation for TCPA noncompliance. *See* **SUMF ¶3**. Mr. Raza suggested that hold harmless agreements alone were insufficient, stating that a Berkshire Hathaway account would more than adequately indemnify Final Expense. *See* **SUMF ¶3.** This misrepresentation was material because it led Final Expense to enter an agreement with Python, under the belief that it would not suffer financial harm, as Final Expense was under the impression that Python was financially capable of handling any claims in litigation with the support of its insurance or otherwise. *See* **Exhibit D**, Affidavit of Luis Beauchamp, ¶ 5.

2. Mr. Raza knew or should have known the representation was false

Mr. Raza knew the misrepresentation was false. *See* **Exhibit A**, Deposition of Ali Raza, p. 120 at 2-4. As an initial matter, Python never owned a Berkshire Hathaway account. *See* **SUMF ¶86, 87, 117**. Additionally, as Python's Co-Founder, Mr. Raza should have known what insurance policies Python held. *See* **SUMF ¶5**.

Furthermore, there are two (2) reasons why Mr. Raza should have known that Python did not own a Berkshire Hathaway account. First, during his deposition, Mr.

Raza testified that he owned a lead-generating company for one (1) year, during which time he learned that vendors should indemnify their clients. *See* **Exhibit A**, Deposition of Ali Raza, p. 11 at 17-25. Second, he repeatedly assured Final Expense that they were completely protected from TCPA and DNC violations. *See* **SUMF ¶75-82**; **Exhibit E**, at Exhibit 17A. At a minimum, Mr. Raza should have been aware of how Python could address the accumulating TCPA and DNC violations resulting from Python's noncompliance with the TCPA. Thus, Mr. Raza needed to know who Python's insurer was.

3. Mr. Raza intended to use misrepresentation to induce Final Expense into the March 2021 Contract

On March 2, 2021, Mr. Raza used the misrepresentation that Python owned a Berkshire Hathaway account with a value of up to one (1) million dollars to induce Final Expense to enter into a vendor-buyer relationship. *See* **SUMF ¶3**. For instance, Mr. Beauchamp negotiated indemnity obligations from Python in March 2021. Subsequently, Mr. Raza reduced Python's indemnity responsibilities in the March 2021 Contract (or March 2021 Memorandum if the Court finds there was no express contract), which was all later ratified by Python. *See* **SUMF ¶1-35.**

4. Final Expense was injured by justifiably relying on Mr. Raza's misrepresentation

Final Expense justifiably and reasonably relied on Mr. Raza's misrepresentation that it owned a Berkshire Hathaway account, as it is standard in the insurance and telemarketing industries for lead-generating vendors to indemnify their clients. *See* **Exhibit D**, Affidavit of Luis Beauchamp, ¶4. Since Python did not

indemnify Final Expense or hold it harmless for the TCPA and DNC claims referenced above, Final Expense reached a $1,500 settlement with Mr. Newman, an $18,500 settlement with Mr. Doane, and a $100,000 settlement with Mr. Ferguson and Mr. Matthews, totaling $141,312.50 in expenses, including attorneys' fees. *See* **SUMF ¶36-70.** Final Expense incurred these expenses as a detriment while establishing and maintaining a vendor-buyer relationship with Python based on their reliance on Mr. Raza's negligent or fraudulent misrepresentation that Python had up to one (1) million dollars in litigation defense coverage through Berkshire Hathaway. *See* **SUMF ¶3, 83-88.**

F. Final Expense is entitled to summary judgment on its negligent supervision claim against Python and Ms. Levin.

"To establish a prima facie negligent supervision claim, a plaintiff must allege: 1) the existence of a duty from defendant to plaintiff; 2) a breach of that duty; 3) which proximately causes injury to the plaintiff." *Dickerson v. Cmty. W. Bank*, No. 8:10-CV-729-T-17AEP, 2015 WL 4879353, at 14 (M.D. Fla. Aug. 14, 2015). "The FCC requires that telemarketers have a written policy for maintaining an internal do-not-call list, train their personnel on its "existence and use," put people on the list when they ask, and refrain from calling individuals on the list for five years after a request is made." *Cordoba v. DIRECTV, LLC*, 942 F.3d 1259, 1265 (11th Cir. 2019). Under federal common law, a principal may be held vicariously liable for its independent contractors under agency principles, including actual agency, apparent authority, and ratification. *See Legg v. Voice Media Group, Inc.*, 20 F. Supp. 3d 1370, 1377 (S.D. Fla. 2014) (citing

CFTC v. Gibraltar Monetary Corp., 575 F.3d 1180, 1189 (11th Cir.2009)). A principal's ratification of the agent's conduct, or representations that the agent acts with authority, may also create an agency relationship supporting vicarious liability. *Id*.

1. Defendant's Awareness of Python's employees or contractors' unfitness

To prove a claim for negligent supervision, the plaintiff must first show the employer was aware, or should have become aware, of issues with an employee's fitness. *See Doe v. Baker Cnty.*, No. 3:23-CV-00609-CRK-LLL, 2025 WL 833231, at 6 (M.D. Fla. Mar. 17, 2025). "Negligent retention and supervision occurs when, during the course of employment, the employer becomes aware, or should have become aware, of problems with an employee that indicates his unfitness…" *Matthews v. City of Gulfport*, 72 F. Supp. 2d 1328, 1340 (M.D. Fla. 1999); *see also Garcia v. Duffy*, 492 So. 2d 435, 438 (Fla. 2d DCA 1986); *King v. Lee Cnty.*, No. 2:24-CV-375-JLB-KCD, 2025 WL 676224, at 8 (M.D. Fla. Mar. 3, 2025) (A plaintiff states a claim for negligent supervision and retention by alleging "(1) the existence of a relationship giving rise to a legal duty to supervise…")

Relevant here, Python was aware of the unfitness of its employees and contractors, as Final Expense notified them on numerous occasions about complaints from National DNC list subscribers. *See* **SUMF ¶91-101**. These subscribers reported to Final Expense that their "transferring vendor" was contacting individuals on the DNC list. *See* **SUMF ¶75**. On August 1, 2025, Mr. Raza testified that Python did not provide training or compliance to his call center employees. *See* **Exhibit A**, Deposition

of Ali Raza, p. 120 at 2-9. Mr. Raza presented himself as a Co-founder of Python to Final Expense. *See* **SUMF ¶5,6**. Final Expense forwarded these complaints to Python. *See* **SUMF ¶75-79, 91-108.** In addition, Mr. Beauchamp inquired whether Python was properly scrubbing its data, suggesting that failure to do so could be the reason Python was automatically calling DNC subscribers. *See* **SUMF ¶75.**

Furthermore, Python generated leads for Final Expense without a written compliance policy until December 2021 or early 2022. *See* **SUMF ¶105, 106.** The FFC requires vendors to establish written policies for maintaining an internal do-not-call list and to train their personnel. *See Cordoba v. DIRECTV, LLC*, 942 F.3d 1259, 1265 (11th Cir. 2019). Mr. Levin failed to create Python's written policy before Python conducted telemarketing services for Final Expense since March 2021. *See* **SUMF ¶105, 106.** Python not only ratified Mr. Levin's policy but also demonstrated his authority by providing him a Python compliance department email address. *See* **Exhibit B**, Depo of Jacquelyn, p. 162 at 9-12. Ms. Levin testified that she represented Mr. Levin to the public as a Manager for Python to third parties. *Id*. at p. 47 at 12-19. Consequently, Python knew of its employees' or contractors' inability to comply with the TCPA and is vicariously liable for Mr. Levin and Mr. Raza's negligence under the apparent authority doctrine.

2. Defendants failed to take action to correct, remove, or discharge the employee(s) or contractor(s).

A plaintiff alleging negligent supervision must also prove that the employer failed to take action to correct, remove, or discharge the employee. *See Doe v. Baker*

Cnty., No. 3:23-CV-00609-CRK-LLL, 2025 WL 833231, at 6. "Liability attaches when an employer … fails to take appropriate action." *Martinez v. Pavex Corp.*, 422 F. Supp. 2d 1284, 1298 (M.D. Fla. 2006); *Ruiz v. Ringling Coll. of Art & Design, Inc.*, 656 F. Supp. 3d 1340, 1350 (M.D. Fla. 2023) ("Negligent supervision and retention occurs when, during the course of employment, "the employer …[]fails to take further action such as investigation, discharge, or reassignment.")

Here, Python failed to take action to remove Mr. Raza or Mr. Levin from the campaign or cure its employees or contractors' unfitness to comply with the TCPA or DNC, as the complaints continued to accrue until Final Expense ended the relationship with Python in April 2022. *See* **SUMF ¶91-108**; **Exhibit D**, at Exhibit 86. Most importantly, as referenced above, Final Expense incurred $141,312.50 in settlement and attorneys' fees because Python did not comply with the guidelines under the TCPA and DNC. *See* **SUMF ¶109**.

G. Final Expense is entitled to summary judgment on its civil conspiracy claim against Python, Ms. Levin, and Mr. Levin.

"A civil conspiracy, in turn, requires []an agreement between two or more people to achieve an illegal objective, an overt act in furtherance of that illegal objective, and a resulting injury to the plaintiff." *Wainberg v. Mellichamp*, 93 F.4th 1221, 1225 (11th Cir. 2024). "Circumstantial evidence can establish the existence of a conspiracy[.]" *DeLong Equip. Co. v. Washington Mills Abrasive Co.*, 887 F.2d 1499, 1515 (11th Cir. 1989). Because "[c]onspiracies are rarely evidenced by explicit agreements, and must almost always be proven by inferences that may be fairly drawn from the

behavior of the alleged conspirators." *Id.* "A conspirator need not take part in the planning, inception, or successful conclusion of a conspiracy." *Donofrio v. Matassini*, 503 So. 2d 1278, 1281 (Fla. 2d DCA 1987). At a minimum, though, "the circumstances [must be] such as to warrant a jury in finding that the conspirators had a unity of purpose of a common design and understanding, or a meeting of minds in an unlawful agreement." *DeLong Equip. Co. v. Washington Mills Abrasive Co.*, 887 F.2d at 1515 (citing *Am. Tobacco Co. v. United States*, 328 U.S. 781, 810 (1946)).

1. Ms. Levin and Mr. Raza agreed to commit fraudulent misrepresentation

In February 2021, Ms. Levin and Mr. Raza conspired to defraud Final Expense by misrepresenting that Python owned a Berkshire Hathaway account worth up to one (1) million dollars for litigation defense. On August 1, 2025, Ms. Levin and Mr. Raza agreed that Mr. Raza should use various titles in his e-mail signature to Final Expense as "business strategy" to portray Mr. Raza with binding authority to induce Final Expense into a contract. *See* **Exhibit A**, Deposition of Ali Raza, p. 87 at 3-13. Mr. Levin intentionally marketed Mr. Raza as a Co-Founder of Python on its website to bolster Ms. Levin and Mr. Raza's business strategy. *See* **SUMF ¶103**; **Exhibit A**, Deposition of Ali Raza, p. 87 at 14-17.

2. Overt acts from Mr. Raza and Mr. Levin

Each Defendant took overt acts in furtherance of their conspiracy to defraud Final Expense into the March 2021 Contract. On February 26, 2021, and March 2, 2021, Mr. Raza voluntarily e-mailed Mr. Beauchamp that Python could indemnify Final Expense from TCPA and DNC claims through a Berkshire Hathaway defense

insurance policy with coverage of up to one (1) million dollars. *See* **SUMF ¶1-5**. In subsequent phone calls with Mr. Wilhelm after the March 2021 Contract was executed (or March 2021 Memorandum was followed), Ms. Levin affirmed that Python owned a Berkshire Hathaway account. *See* **SUMF ¶114**.

Mr. Levin's involvement occurred after Ms. Levin and Mr. Raza initiated their fraud scheme against Final Expense, as he intentionally concealed the identity of Python's actual insurer from Final Expense. Mr. Levin managed Python's indemnity obligations to Final Expense by addressing, responding to, and supposedly settling the TCPA claims that arose from the lead calls Python sold or transferred to Final Expense. *See* **Exhibit B**, Deposition of Jacquelyn Leah Levin, p. 46 at 20-23. In March 2022, Python indemnified Final Expense and entered into a settlement agreement with a TCPA claimant named Daniel Graham. *See* Exhibit E, at Exhibit 62. At some point, Mr. Levin is expected to verify whether Final Expense was aware that Python's insurer was Hiscox Insurance Company, Inc. ("Hiscox"). During discussions about the settlement, it is possible that both parties addressed topics related to Python's indemnity responsibilities. Mr. Levin, Python's Head of Compliance, did not mention Hiscox during these discussions about Final Expense; otherwise, Final Expense would have discovered that Python never owned a Berkshire Hathaway account. *See Belcher v. Atl. Capital Realty, LLC*, No. 608CV1989ORL28DAB, 2010 WL 11507399, at 5 (M.D. Fla. Sept. 17, 2010) (similar holding that the fact a closing attorney knew a buyer lent $1 million without any security interest casts doubt on his claim of being

unaware of a fraudulent scheme). Mr. Levin's failure to inform Final Expense about Hiscox during settlement discussions reasonably infers that he was unaware of Ms. Levin and Mr. Raza's scheme to defraud Final Expense. And such "circumstantial evidence[] of a conspiracy …is sufficient [evidence]" to "reasonably support[s] an inference [of a] shared ... conspiratorial objective." *Id.*

Furthermore, Mr. Levin assisted in drafting the Severance Agreement between Python and Mr. Raza. *See* **Exhibit B**, Depo of Jacquelyn, p. 94 at 14-22. Neither Python nor Ms. Levin filed a cross-claim of fraud against Mr. Raza in this lawsuit. The combination of Python, Ms. Levin, and Mr. Levin's refusal to sue Mr. Raza or provide evidence of his fraudulent actions during discovery, and Mr. Levin's involvement in the Severance Agreement designed to protect Mr. Raza from Final Expense, suggests that Mr. Levin knew of Ms. Levin and Mr. Raza's plan to defraud Final Expense into the March 2021 Contract.

3. Resulting Injury

As a result of Ms. Levin and Mr. Raza's conspiracy to commit fraudulent misrepresentation, as explained below, Final Expense reached a $1,500 settlement with Mr. Newman, an $18,500 settlement with Mr. Doane, and a $100,000 settlement with Mr. Ferguson and Mr. Matthews, totaling $141,312.50 in expenses, including attorneys' fees. *See* **SUMF ¶114**.

H. Final Expense is entitled to summary judgment on its fraudulent misrepresentation claims against Python, Ms. Levin, Mr. Levin, and Mr. Raza.

"A fraudulent misrepresentation claim under Florida law has four elements: "(1) a false statement concerning a material fact; (2) the representor's knowledge that the representation is false; (3) an intention that the representation induce another to act on it; and (4) consequent injury by the party acting in reliance on the representation." *In re Harris*, 3 F.4th 1339, 1349 (11th Cir. 2021).

1. False statement was material and intended to induce Final Expense

Similar to the discussion above pertaining to Final Expense's negligent misrepresentation claim, on March 2, 2021, Mr. Raza misrepresented that Python owned a Berkshire Hathaway insurance policy that allocated up to one (1) million dollars in litigation defense and lead generation for TCPA noncompliance. *See* **SUMF ¶3**. Mr. Raza suggested that hold harmless agreements alone were insufficient, stating that a Berkshire Hathaway account would more than adequately indemnify Final Expense. *See* **SUMF ¶3.** This misrepresentation was material because it led Final Expense to enter an agreement with Python, under the belief that it would not suffer financial harm, as Final Expense was under the impression that Python was financially capable of handling any claims in litigation with the support of its insurance or otherwise. *See* **Exhibit D**, Affidavit of Luis Beauchamp, ¶ 5.

Mr. Raza knew the misrepresentation was false because he and Ms. Levin agreed for Mr. Raza to use various titles in his e-mail signature in his e-mails with

Final Expense as a "business strategy" to portray Mr. Raza with binding authority to induce Final Expense into a contract. *See* **SUMF ¶127**; **Exhibit A**, Deposition of Ali Raza, p. 87 at 3-13'. On March 2, 2021, Mr. Raza used the misrepresentation that Python owned a Berkshire Hathaway account with a value of up to one (1) million dollars to induce Final Expense to enter into a vendor-buyer relationship. *See* **SUMF ¶3**. For instance, Mr. Beauchamp negotiated indemnity obligations from Python in March 2021. Subsequently, Mr. Raza reduced Python's indemnity responsibilities in the March 2021 Contract (or March 2021 Memorandum if the Court finds there was no express contract), which was all later ratified by Python. *See* **SUMF ¶1-35**'.

2. Final Expense suffered injury due to Mr. Raza's misrepresentation

As a result of Ms. Levin and Mr. Raza's conspiracy to commit fraudulent misrepresentation, Final Expense incurred $141,312.50 in expenses, including attorneys' fees. *See* **SUMF ¶70, 117-129.**

III. CONCLUSION

For the foregoing reasons, Final Expense Direct requests that the Court grant its Motion for Summary Judgment against Defendants, and grant Final Expense all relief stated in its Second Amended Complaint (Doc. 70), and all such other and further relief to which it may be entitled, at law or in equity.

Respectfully submitted,

Bryant S. Banes, *Admitted Pro Hac Vice*
Texas State Bar No. 24035950
Federal ID No. 31149
Efosa J. Asemota, *Admitted Pro Hac Vice*
Texas State Bar No. 24130480
Federal ID No. 3859195
NEEL, HOOPER & BANES, P.C.
1800 West Loop South, Suite 1750
Houston, Texas 77027
Tel: (713) 629-1800
Fax: (713) 629-1812
E-mail: bbanes@nhblaw.com
easemota@nhblaw.com

Of Counsel

Brian Koji
Florida State Bar No. 116297
ALLEN, NORTON & BLUE, P.A.
Hyde Park Plaza, Suite 225
324 Hyde Park Avenue
Tampa, Florida 33606
Tel: (813) 251-1210
Fax: (813) 253-2006
Primary: bkoji@anblaw.com
Secondary: mmcadams@anblaw.com
awilliams@anblaw.com

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 25, 2025, a copy of this document was filed electronically through the CM/ECF system, providing an electronic service copy, as more fully reflected on the Notice of Electronic Filing, to the following:

Leanna Seidlich
Florida Bar No. 91647
Seidlich Law, PA
4830 W. Kennedy Blvd. Suite 600
Tampa, Florida 33609
E-mail: info@seidlichlaw.com
leanna@seidlichlaw.com
amanda@seidlichlaw.com

Attorney for Python Leads, LLC, Jacquelyn Leah Levin, and David Levin

John R. Sutton
Florida Bar No. 149411
Sutton Law Group, PA
7721 SW 62nd Avenue, Suite 101
South Miami, Florida 33143
Email: info@suttonlawgroup.com

Attorney for Ali Raza

Bryant S. Banes