

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,
ALI RAZA,**

Defendants.

§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO 8:23-cv-2093

§

**DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION
FOR PARTIAL SUMMARY JUDGMENT AND STATEMENT OF GENUINE
DISPUTES OF MATERIAL FACT**

I. INTRODUCTION

Defendants, Python Leads, LLC, Jacquelyn Levin, and David Levin respectfully ***oppose*** Plaintiff's Motion for Partial Summary Judgment (Doc. 165) in its entirety. Plaintiff's Motion should be denied because genuine disputes of material fact preclude Summary Judgment. As the Supreme Court has emphasized, credibility determinations, the weighing of the evidence, and the drawing of reasonable inferences from the facts are the jury. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 255 (1986).

Summary Judgment is *improper* because genuine disputes of material fact exist regarding:

- A. Whether any enforceable Agreement existed in March 2021;
- B. Whether the alleged March 2021 Agreement was executed or ratified by Defendants;
- C. Whether individuals who negotiated on behalf of either party had actual or apparent authority;
- D. Whether the alleged representations formed the basis for any enforceable obligation;
- E. Whether a superseding Agreement was later reached in June 2021 that governed the relationship.

These factual disputes preclude Summary Judgment and must be resolved by a jury.

II. ARGUMENT

A. Disputed Existence and Validity of the March 2021 Agreement

While Plaintiff asserts the existence of a valid March 2021 contract, Defendants dispute its formation, execution, and legal enforceability:

1. **No Execution by Defendants**
Plaintiff's Motion admits that only Plaintiff signed the alleged March 2021 agreement. Python did not sign the Agreement, nor did any authorized representative of Python. Defendants Jacquelyn Levin and David Levin were not signatories and did not act in an individual capacity to bind the company. An unsigned contract by one party is not enforceable where mutual assent is absent.
2. **Disputed Authority of Plaintiff and Defendant Representatives**
Plaintiff attempts to validate the March 2021 Agreement based on communications with Mr. Raza and representations allegedly made by him. However, Mr. Raza did not possess authority to unilaterally bind Python to contractual obligations, particularly indemnification

terms. Similarly, Plaintiff's representative, Luis Beauchamp, lacked authority to finalize agreements or modify terms on behalf of Final Expense Direct, as acknowledged in Plaintiff's own filings.

Moreover, in deposition, Plaintiff's owner Kim Wilhelm testified that **he did not consider the June 2021 agreement valid because he did not sign it and because Beauchamp lacked authority**. By that same logic, any purported March 2021 agreement must also fail, as Python's authorized signatory never executed it, and Ali Raza lacked proper authority.

3. **No Meeting of the Minds / Assent to Material Terms**

Plaintiff's own discovery production contains an email where Plaintiff explicitly objected to the indemnification provision proposed in March 2021. Plaintiff stated that it would not indemnify Defendants, undermining the assertion that an agreement on all material terms was ever reached. No binding contract can arise where parties never mutually agreed to critical terms such as indemnification and liability.

4. **Fabricated or Inaccurate Information in Alleged Agreement**

The March 2021 agreement references an address in Tampa that Defendants did not occupy and did not authorize. The inclusion of fictitious information in the body of the contract undermines its authenticity and enforceability.

5. **Superseding Agreement in June 2021**

The parties discussed and agreed to a new set of terms in June 2021, which Plaintiff acknowledged via email. This subsequent agreement clarified that each party would be solely responsible for its own TCPA compliance. Plaintiff now seeks to ignore this binding communication, while simultaneously denying its enforceability by citing lack of signature. Yet again, that argument undermines their own claim that the March 2021 contract is enforceable, despite being unsigned by Defendants.

B. No Material Breach of a Non-Existent Contract

1. No Binding Duty to Indemnify Plaintiff:

Defendants did not agree to indemnify Plaintiff under the March 2021 terms, and no mutual obligation was formed. Thus, there can be no breach of a duty that was never accepted or created.

2. Plaintiff Acted Unilaterally in Settlements Without Demand or Tender:

Plaintiff settled the underlying TCPA claims without coordination with Defendants, without allowing Defendants to defend or challenge the claims, and without first demanding indemnification or asserting a right under contract. This precludes any claim for breach of indemnification and raises factual disputes as to causation and damages.

C. Plaintiff's Damages Are Speculative and Not Tied to Any Binding Agreement

Even assuming arguendo that a contract existed, Plaintiff fails to establish that the damages incurred (settlements and attorneys' fees) were proximately caused by Defendants' alleged breach. Plaintiff cannot shift responsibility for its independent business decisions to settle claims, especially where it failed to demand indemnification or provide Defendants the opportunity to cure or defend.

D. GENUINE DISPUTES OF MATERIAL FACTS PRECLUDE SUMMARY JUDGMENT

Defendants dispute the statements of material fact set forth in the Plaintiff's Statement of Undisputed facts to the extent they are not consistent with the records of Defendant's evidence. Genuine disputes exist throughout the record regarding facts asserted by Plaintiff, precluding Summary Judgment.

III. CONCLUSION

For all the foregoing reasons, the Motion for Partial Summary Judgment must be denied. Numerous genuine disputes of material fact exist regarding the formation, execution, authority, and enforceability of the alleged March 2021 agreement. Moreover, the damages and breach elements are equally contested and must be determined by a factfinder.

Dated: November 5, 2025

Respectfully Submitted,

SEIDLICH LAW, P.A.,

By: /s/ Leanna E. Seidlich, Esq.

Florida Bar No. 91647

4830 W Kennedy Blvd Ste 600

Tampa, Florida 33609

Tel (813) 472-8585

Email: leanna@seidlichlaw.com

info@seidlichlaw.com

jennifer@seidlichlaw.com

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing document was filed with the Clerk of Court by using the Pacer E-Filing Portal System, and via email to the parties listed below on, this 5th day of November, 2025.

Bryant S. Banes

Texas State Bar No. 24035950

Federal ID No. 31149

Efosa J. Asemota

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

Attorney For Final Expense Direct

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

Attorney For Final Expense Direct

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

Email: info@suttonlawgroup.com

Attorney for Ali Raza

SEIDLICH LAW, P.A.,

By: /s/ Leanna E. Seidlich, Esq.

Florida Bar No. 91647

4830 W Kennedy Blvd Ste 600

Tampa, Florida 33609

Tel (813) 472-8585

Email: leanna@seidlichlaw.com

info@seidlichlaw.com

jennifer@seidlichlaw.com

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