

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

FINAL EXPENSE DIRECT,	§	
	§	CIVIL ACTION NO. 8:23-cv-2093
Plaintiff,	§	
	§	
vs.	§	
	§	
PYTHON LEADS, LLC, JACQUELYN	§	
LEAH LEVINE, DAVID LEVIN,	§	
ALI RAZA	§	
	§	
Defendants.	§	

**DEFENDANTS RESPONSE TO ALI RAZA’S MOTION TO DEEM REQUESTS FOR ADMISSIONS ADMITTED AGAINST DEFENDANT PYTHON LEADS, LLC.**

COMES NOW Defendant, Python Leads, LLC pursuant to Local Rule 3.01(d) and files this Response in Opposition to Defendant Ali Raza’s by and through respective Counsel, files this Response in Opposition to Defendant Ali Raza’s Motion to Deem Requests for Admissions Admitted Against Defendant Python Leads, LLC (Doc. 176), and in support thereof, states as follows:

**INTRODUCTION**

1. On July 23, 2025, Defendant, Ali Raza (“Mr. Raza”) served Python Leads, LLC’s (“Python”) counsel Requests for Admission (“RFA”) under Fed. R. Civ. Pro. 36. Doc. 176, p. 8.
2. On October 30, 2025, Mr. Raza filed a Motion to Deem Requests for Admissions Admitted Against Defendant Python Leads, LLC, (“Motion”) seeking the Court to deem his unanswered RFA’s against Python.
3. The Defendant, Python Leads, LLC, objects to Mr. Raza’s Request for Admissions and

to the Motion as Mr. Raza as these admissions are seeking legal conclusions or draw other objections, and attempt to circumvent the resolution to the case on the merits.

4. To comply with the Court's Order, while maintaining an objection to the Motion and the Admissions, Python Leads, LLC. provides responses contained herein to the admissions.

5. To the extent that the Court deems any responses untimely, Mr. Raza has failed to demonstrate any prejudice that would warrant such a finding as the information Mr. Raza seeks is already contained within the evidence provided and on the record for this case.

### **I. Legal Standard**

Admissions which do not receive a timely response may be deemed admitted upon a Motion to the Court. See, Luick v. Graybar Electric Co., Inc., 473 F.2d 1360, 1361–62 (8th Cir.1973); Chess Music, Inc. v. Bowman, 474 F.Supp. 184, 185 (D.Neb.1979). Nevertheless, the Court “in its discretion, may permit the filing of an answer that would otherwise be untimely.” Gutting v. Falstaff Brewing Corp., 710 F.2d 1309, 1312 (8th Cir.1983); see also, Flohr v. Pennsylvania Power & Light Co., 821 F.Supp. 301, 306 (E.D.Pa.1993). Therefore, “the failure to respond in a timely fashion does not require the court automatically to deem all matters admitted.” Gutting v. Falstaff Brewing Corp., supra at 1312. As a general proposition, “[i]t does not further the interests of justice to automatically determine all the issues in a lawsuit and enter summary judgment against a party because a deadline is missed.” Hadra v. Herman Blum Consulting Engineers, 74 F.R.D. 113, 114 (N.D.Tex.1977).

### **II. Argument**

Defendant Python Leads, LLC objects to Defendant Raza's Motion. First, the Answers subject to the Motion are served herein, deeming Mr. Raza's Motion as Moot. Additionally, there

is no prejudice to Defendant Raza as most of the information sought is readily available already within the Court's record.

WHEREFORE, Defendant Python Leads respectfully requests that this Court enter an Order denying Defendant Raza's request.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November 13, 2025, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

/s/Leanna Seidlich  
LEANNA SEIDLICH  
Attorney for Defendant PYTHON LEADS,  
LLC.

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

FINAL EXPENSE DIRECT,

Plaintiff,

vs.

Case No.: 8:23-cv-2093WFJ-AAS

PYTHON LEADS, LLC, JACQUELYN  
LEAH LEVIN, DAVID LEVIN, AND  
ALI RAZA,

Defendants.

**DEFENDANT PYTHON LEADS, LLC. RESPONSE TO REQUEST FOR ADMISSION  
TO PYTHON LEADS, LLC**

**Pursuant to Fed. R. Civ. P. 36 and Local Rule 3.06(b)(9)**

COMES NOW the Defendant PYTHON LEADS, LLC., by and through the undersigned counsel and pursuant to Federal Rule of Civil Procedure 36 and Local Rule 3.06(b)(9), and re Defendant Python Leads, LLC admit or deny the following within the time allowed by the Rules as follows:

1. Admit that Jacquelyn Leah Levin was the sole managing member of Python Leads LLC at all times relevant to this litigation.

RESPONSE: Objection as to vagueness in timeframe.

2. Admit that Ali Raza was never an officer, director, or legal signatory for Python Leads LLC.

RESPONSE: Admit in part. Denied in part. While Mr. Raza did not have the authority of an officer, director or legal signatory, he held himself out to be such an authority beyond the scope of permissions granted to him.

3. Admit that Python Leads LLC never provided Ali Raza with written documentation of Berkshire Hathaway TCPA insurance coverage.

RESPONSE: Denied as to vagueness as to the definition of “coverage.”

4. Admit that the March 2021 Agreement required Python Leads LLC—not Ali Raza—to ensure TCPA compliance for leads provided to Plaintiff.

RESPONSE: Denied. Python Leads did not sign the Agreement, nor did any authorized representative. Denied as to the premise that such an “Agreement” existed.

5. Admit that the June 2021 Agreement shifted TCPA compliance liability from Python Leads LLC to Plaintiff Final Expense Direct.

RESPONSE: Admit.

6. Admit that Jacquelyn Leah Levin personally signed the June 2021 Agreement on behalf of Python Leads LLC.

RESPONSE: Admit.

7. Admit that Jacquelyn Leah Levin orally represented to Ali Raza that Python Leads LLC maintained Berkshire Hathaway TCPA insurance.

RESPONSE: Objection as to vagueness.

8. Admit that Python Leads LLC never provided Ali Raza with access to Berkshire Hathaway insurance policies or proof of coverage.

RESPONSE: Objection as to vagueness.

9. Admit that Ali Raza’s communications to Plaintiff about TCPA insurance were based solely on representations made by Jacquelyn Leah Levin.

RESPONSE: Denied. To the extent Defendant has knowledge regarding actual statements made by Mr. Raza, he exceeded the scope of his authority, position, knowledge, or factual accuracy. Moreover, any such statements he made were preliminary in nature.

10. Admit that Plaintiff paid reduced lead rates under the June 2021 Agreement due to assuming TCPA compliance risk.

RESPONSE: Objection as the Defendant never “assumed TCPA compliance risk” or offered any indemnification to the Plaintiff. The June agreement contains a specific disclaimer contrary to this admission.

11. Admit that Plaintiff never demanded written proof of Berkshire Hathaway insurance from Python Leads LLC or Ali Raza.

RESPONSE: Objection as to compound question and calls for the Defendant to speculate as to conversations with Plaintiff.

13. Admit that Python Leads LLC continued to handle TCPA complaints after June 2021 without notifying Plaintiff of any change in liability.

RESPONSE: Objection as to vagueness. Python lacked knowledge as to TCPA lawsuits in June 2022 or the existence of a lawsuit based upon a lead transferred by Python.

14. Admit that Jacquelyn Leah Levin never corrected Ali Raza's statements about TCPA insurance in writing.

RESPONSE: Denied. Any statements made by Mr. Raza about TCPA insurance exceeded the scope and authorization of his role and were made independently from Ms. Levin during informal discussions and not as a means to bind Python Leads to any liability or offer of indemnification.

Respectfully submitted,

SEIDLICH LAW, P.A.

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