

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

FINAL EXPENSE DIRECT,

Plaintiff,

vs.

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

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

Defendants.

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**DEFENDANT ALI RAZA'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION  
FOR PARTIAL SUMMARY JUDGMENT**

Defendant ALI RAZA ("Mr. Raza"), pursuant to Federal Rule of Civil Procedure 56, files this Response in Opposition to Plaintiff's Motion for Partial Summary Judgment and states as follows:

**INTRODUCTION**

Plaintiff's Motion for Summary Judgment against Mr. Raza fails because it seeks to hold an independent contractor personally liable for the obligations of his disclosed principal. The record evidence, including Plaintiff's own admission that "our agreement was with Python," conclusively establishes that Mr. Raza acted at all times as a contractor for Python Leads,

LLC.<sup>1,2</sup> This legal reality severs Mr. Raza from personal liability as a matter of law and precludes summary judgment on all of Plaintiff's claims.

## **INCORPORATION OF DISPUTED FACTS**

Mr. Raza incorporates by reference his separately filed Statement of Disputed Material Facts, which specifically controverts each of Plaintiff's alleged "undisputed" facts with pinpoint citations to the record, in full compliance with this Court's procedures.

## **STANDARD OF REVIEW**

Summary judgment is appropriate only when "there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The Court must view the evidence in the light most favorable to the non-moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255 (1986). The moving party bears the initial burden of demonstrating the absence of a genuine issue of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986).

## **ARGUMENT**

### **I. PLAINTIFF'S OWN EVIDENCE PROVES PYTHON RATIFIED THE MARCH 2021 AGREEMENT, SEVERING MR. RAZA'S PERSONAL LIABILITY**

Plaintiff's contract claims fail because the undisputed record demonstrates that Python Leads, LLC, through its owner Jacquelyn Levin, ratified the March 2021 Agreement, thereby adopting it as its own and absolving its independent contractor, Mr. Raza, from personal liability.<sup>3</sup>

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<sup>1</sup> See Doc. 165-7 Exhibit E at Exhibit 90, p. 351

<sup>2</sup> See Attached, Exhibit A, Affidavit of Ali Raza

<sup>3</sup> See Doc. 165-7 Exhibit E, at Exhibit 3, p. 6-10; See Doc. 165-7 Exhibit E, at Exhibit 3A, p. 14-19

Under Florida law, "ratification occurs when the principal, with knowledge of the material facts, manifests an intention to adopt the unauthorized act of the agent." See *Voges v. Ward*, 123 So. 2d 723, 726 (Fla. 2d DCA 1960). A principal ratifies an agent's act by "accepting the benefits" of the transaction. *L & H Const. Co. v. Circle Redmont, Inc.*, 55 So. 3d 630, 634 (Fla. 5th DCA 2011).

Here, Plaintiff's own evidence establishes each element of ratification:

Unauthorized Act: Mr. Raza, a contractor, negotiated the March 2021 terms.

Principal's Knowledge: Ms. Levin, Python's sole member, was informed of the final terms and assented to them. (SUMF ¶¶ 12-13).

Acceptance of Benefits: Ms. Levin, on behalf of Python, performed under the contract by sending invoices and, crucially, accepting payment calculated at the contract's rates. (SUMF ¶¶ 19, 27, 31). This is the quintessential act of ratification.

Most devastatingly, Plaintiff itself has judicially admitted that "our agreement was with Python." (Doc. 165-7, Exhibit E, at Exhibit 90, p. 351). This admission confirms that the contractual relationship existed between Plaintiff and Python, the principal who ratified the agreement. Having ratified the contract, Python alone is liable for its breach. "The effect of a ratification is to make the act as valid as if it had been originally authorized." *Voges*, 123 So. 2d at 726.

## II. PLAINTIFF'S FRAUD AND NEGLIGENT MISREPRESENTATION CLAIMS FAIL FOR LACK OF JUSTIFIABLE RELIANCE AND CAUSATION

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Even assuming arguendo that Mr. Raza made representations about insurance, Plaintiff's own conduct severs any chain of justifiable reliance and causation required for its fraud and misrepresentation claims.

A. Plaintiff's Subsequent Assumption of Risk Breaks Any Chain of Reliance

In June 2021, months after the initial representations, Plaintiff negotiated and operated under a new agreement where it knowingly assumed all TCPA liability in exchange for a lower price per lead. (Doc. 165-5, Exhibit C, at Exhibit A, p. 154). A reasonable jury could find that Plaintiff's decision to contractually assume the very risk that the supposed insurance was meant to cover demonstrates it did not justifiably rely on the earlier representations. See *Butler v. Yusem*, 44 So. 3d 102, 105 (Fla. 2010) (justifiable reliance is required for fraud).

B. Plaintiff's Admission Severs Causation

Plaintiff's admission that its agreement was with Python proves that any claimed damages flow from its contract with Python, not from any representation by Mr. Raza. The causation element requires that the damages flow directly from the fraud. Here, Plaintiff's damages allegedly stem from Python's failure to indemnify under the contract—a separate legal wrong that is not attributable to Mr. Raza.

III. PLAINTIFF'S NEGLIGENT SUPERVISION AND CONSPIRACY CLAIMS FAIL FOR LACK OF EVIDENCE

A. Negligent Supervision Claim is Legally and Factually Baseless

Plaintiff's claim for negligent supervision fails because Mr. Raza was the one being supervised by Python, not the supervisor. As a matter of law, a contractor cannot be liable for a company's failure to supervise its own employees or contractors. The record evidence shows

Python, through the Levins, maintained control over compliance protocols and legal strategy. (Doc. 165-3, Exhibit A, Deposition of Ali Raza, p. 105 at 1-21). Mr. Raza cannot be held liable for Python's alleged failure to supervise him.

B. Conspiracy Claim Fails for Lack of Agreement

Plaintiff presents no evidence of any agreement between Mr. Raza and the Levins to engage in unlawful conduct. Mr. Raza's actions were consistently taken in his capacity as Python's contractor, not as part of any conspiratorial agreement. The record shows he relayed information provided by Python's principal and operated within the scope of his contractual relationship.

**CONCLUSION**

For the reasons stated above, Defendant Ali Raza respectfully requests that this Court deny Plaintiff's Partial Motion for Summary Judgment in its entirety.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this November 19, 2025, a true and correct copy of the foregoing was served via the Court's CM/ECF system on all counsel of record.

Respectfully Submitted,

/s/ John R. Sutton

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