

IN 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 ALI RAZA'S RESPONSE TO PLAINTIFF'S STATEMENT OF
UNDISPUTED MATERIAL FACTS**

COMES NOW Defendant, Ali Raza ("Mr. Raza"), pursuant to Fed. R. Civ. P. 56, and responds to Plaintiff's Statement of Undisputed Material Facts ("SUMF") as follows. Mr. Raza admits those facts which are true and accurately stated, denies those which are inaccurate or mischaracterized, and states that he lacks sufficient knowledge or information to form a belief as to the truth of others, which therefore must be proven at trial. In support of this Motion, Defendant Raza relies, in part, on the exhibits and evidence already filed of record by Plaintiff Final Expense Direct in support of its own Motion for Summary Judgment (Doc. 165). A party may base a summary judgment motion on the opposing party's evidence. See *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986).

A. The formation of the March 2021 Contract

1. ADMITTED.
2. ADMITTED.
3. ADMITTED that the communication occurred. DENIED as to the characterization

of the legal sufficiency of hold harmless agreements. See Doc. 165-5, Exhibit C at Exhibit 2, p. 198

4. ADMITTED Mr. Raza negotiated an agreement on behalf of his disclosed principal, Python Leads, LLC. This is conclusively established by Plaintiff's own February 2022 admission that "our agreement was with Python". See Doc. 165-7 Exhibit E at Exhibit 90, p. 351

5. DENIED. Mr. Raza used business development titles. However, any reliance on these titles is irrelevant because his authority was subsequently ratified by Python's sole member, Jacquelyn Levin, through her actions, including assenting to the contract he negotiated and accepting the benefits of that contract. Plaintiff's Exhibit E shows that Ms. Levin executed a W-9 and accepted payment for the first invoice, which was calculated based on the rates in the March 2021 Contract. See Doc. 165-7, Exhibit E, at Exhibit 3 and Exhibit 3A.

6. ADMITTED. Python Leads LLC and Jacquelyn Levin never corrected his title with Plaintiff. Their failure to do so, and their subsequent ratification of the contracts he negotiated, is evidence that they accepted and authorized his actions as their representative. See Doc. 165-7, Exhibit E, at Exhibit 3 and Exhibit 3A.

7. ADMITTED.

8. ADMITTED. Mr. Raza acted as an agent for Python, a fact confirmed by Plaintiff's own admission regarding the identity of the contracting party. See Doc. 165-7, Exhibit E, at Exhibit 90, p. 351

9. ADMITTED that revisions were discussed. The legal interpretation of the term "arising from" is a legal conclusion and is DENIED. See Doc. 165-5, Exhibit C, at Exhibit 2 at p. 194

10. ADMITTED.

11. ADMITTED. Whether Ms. Levin initially objected in a private conversation with her

contractor is irrelevant. She subsequently ratified Mr. Raza's actions by agreeing to the contract and performing under it. See Doc. 165-7, Exhibit E at Exhibit 3 and Exhibit 3A.

12. ADMITTED that discussions occurred. The legal interpretation of the term "arising from" is a legal conclusion and is DENIED. See Doc. 165-5, Exhibit C at Exhibit 2 at p. 194

13. ADMITTED.

14. ADMITTED.

15. ADMITTED.

16. ADMITTED.

17. ADMITTED. The March 2021 Contract was fully executed as an agreement between Plaintiff and Python Leads, LLC, not Mr. Raza, as Plaintiff itself has admitted. See Doc. 165-7, Exhibit E, at Exhibit 90, p. 351

18. ADMITTED as to the date of the first invoice. DENIED that the invoice date constitutes an alternative execution date for the contract, which is a legal conclusion. See Doc. 70-1; Exhibit A, at Exhibit 1.

19. ADMITTED.

B. Final Expense and Python's Actions formed an Agreement

20. ADMITTED that an email was sent. DENIED to the extent it characterizes the content as "assurances" constituting contractual terms prior to the final, written agreement. See Doc. 165-5, Exhibit C, at Exhibit 2 at p. 194.

21. ADMITTED that the communication occurred. DENIED as to the characterization of the legal sufficiency of hold harmless agreements. See Doc. 165-5, Exhibit C, at Exhibit 2 at p. 198

22. ADMITTED.

23. ADMITTED that a memorandum was composed. The legal characterization of an "Implied Contract" is a legal conclusion and is DENIED. See Doc. 165-7, Exhibit E, at Exhibit 88 at p. 343

24. ADMITTED that the memorandum contained these terms.

25. DENIED that the communication occurred on March 11, 2021. See Doc. 165-5, Exhibit C at Exhibit 2 at p. 194

26. ADMITTED the March 15, 2021 signed agreement contained terms from the memorandum. See Doc. 165-7, Exhibit E, at Exhibit 3 at p. 11-12

27. ADMITTED This conduct demonstrates Python's ratification of the agreement that Plaintiff admits was with Python, not Mr. Raza. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

28. ADMITTED that a document was signed. The legal characterization of an "Implied Contract" being "executed" is a legal conclusion and is DENIED. See Doc. 70-1; Exhibit A, at Exhibit 1.

29. ADMITTED as to the date of the first invoice. DENIED that the invoice date constitutes the execution of an "Implied Contract," which is a legal conclusion. See Doc. 70-1; Exhibit A, at Exhibit 1.

30. ADMITTED.

31. ADMITTED.

32. ADMITTED.

33. ADMITTED.

34. ADMITTED.

35. ADMITTED.

C. Defendants' Breach of March 2021 Contract or "Implied Contract"

36. DENIED that this creates liability for which Python is responsible under the March Agreement. Plaintiff assumed all TCPA liability for leads provided after June 25, 2021, pursuant to the new terms of the June Agreement which governed the parties' relationship from that point forward. See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

37. DENIED that this creates liability for which Python is responsible under the March Agreement. Plaintiff assumed all TCPA liability for leads provided after June 25, 2021, pursuant to the new terms of the June Agreement which governed the parties' relationship from that point forward. See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

38. ADMITTED that a complaint was made. DENIED that the complaint constitutes a proven violation, which is a legal conclusion. See Doc. 165-7, Exhibit E, at Exhibit 19 at FED000117 - FED000118.

39. DENIED that this creates liability for which Python is responsible under the March Agreement. Plaintiff assumed all TCPA liability for leads provided after June 25, 2021, pursuant to the new terms of the June Agreement which governed the parties' relationship from that point forward. See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

40. ADMITTED.

41. ADMITTED.

42. DENIED. Mr. Raza, as a contractor, had no authority to control Python's legal or indemnity actions. Responsibility for indemnification lay with Python Leads, LLC and its principals. See Exhibit A, Affidavit of Ali Raza, 3, 9 and 10.

43. ADMITTED that Plaintiff claims to have settled for these amounts. DENIED that Mr. Raza is liable for these settlements. See Doc. 165-7 Exhibit E at Exhibit 90, p. 351

44. ADMITTED that Plaintiff has alleged Python called Mr. Doane. DENIED that this creates any liability for Mr. Raza. Any claims arising from the Doane matter have been fully resolved and extinguished by settlement between the parties. See Doc. 165-7 Exhibit E, at Exhibit 49, p. 1-2; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351

45. ADMITTED.

46. ADMITTED that Plaintiff has alleged Python did not have consent to call Mr. Doane. DENIED that this creates any liability for Mr. Raza. Any claims arising from the Doane matter have been fully resolved and extinguished by settlement between the parties. See Doc. 165-7 Exhibit E, at Exhibit 49, p. 1-2; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351.

47. DENIED. See Doc. 165-7, Exhibit E, at Exhibit 89 at p. 346; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

48. DENIED. See Doc. 165-7, Exhibit E, at Exhibit 89 at p. 346; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

49. ADMITTED .

50. DENIED. Mr. Raza, as a contractor, had no authority or responsibility to initiate indemnification on behalf of Python. See Exhibit A, Affidavit of Ali Raza, 3, 9 and 10.

51. ADMITTED that Plaintiff claims to have settled for these amounts. DENIED that Mr. Raza is liable for these settlements. See Doc. 165-7, Exhibit E, at Exhibit 89 at p. 346; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

52. ADMITTED that an email was received.

53. ADMITTED.

54. ADMITTED.

55. ADMITTED.

56. ADMITTED.

57. ADMITTED.

58. DENIED. See Exhibit A, Affidavit of Ali Raza, 3, 9 and 10.

59. ADMITTED that an attorney contested the evidence.

60. ADMITTED.

61. ADMITTED.

62. ADMITTED.

63. ADMITTED.

64. ADMITTED.

65. ADMITTED that a refutation was sent.

66. DENIED. Mr. Raza, as a contractor, had no authority or responsibility to initiate indemnification on behalf of Python. See Exhibit A, Affidavit of Ali Raza, 3, 9 and 10. See Doc. 165-7, Exhibit E, at Exhibit 89 at p. 346; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

67. ADMITTED.

68. ADMITTED.

69. ADMITTED that Plaintiff claims to have settled for these amounts. DENIED that Mr. Raza is liable for these settlements. See Doc. 165-7, Exhibit E, at Exhibit 89 at p. 346; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

70. DENIED. Plaintiff has admitted its agreement was with Python, not Mr. Raza. Therefore, as a matter of law, Mr. Raza cannot be held liable for alleged breaches of an agreement to which he was not a party. Any claimed damages are not attributable to him. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

71. DENIED. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

72. DENIED. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

73. DENIED. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

74. DENIED. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

D. Commitment to Ongoing Indemnity Efforts

75. ADMITTED that an email was sent. DENIED as to liability See Doc. 165-7, Exhibit E, at Exhibit 89 at p. 346; See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Doc. 165-5, Exhibit C, at Exhibit A at p. 154.

76. ADMITTED.

77. ADMITTED.

78. ADMITTED.

79. ADMITTED.

80. ADMITTED.

81. ADMITTED.

82. ADMITTED.

E. Negligent Misrepresentation

83. ADMITTED. Ms. Levin, as principal, directed her independent contractor, Mr. Raza, to relay information regarding Python's insurance and indemnification capabilities to secure Plaintiff's business. See Exhibit A, Affidavit of Ali Raza, 6, 7 and 8.

84. ADMITTED.

85. ADMITTED in part. DENIED in part. Plaintiff in February 2022 admitted that "our agreement was with Python See Doc. 165-7 Exhibit E at Exhibit 90, p. 351; See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

86. ADMITTED that he relied on representations from Python's management. DENIED that he had a duty to independently verify information provided by his principal, the owner of the company. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

87. DENIED. Mr. Raza had no reason to disbelieve the representations made by Python's owner regarding the company's insurance and acted in good faith. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9

88. DENIED. Plaintiff has admitted its agreement was with Python, not Mr. Raza. Therefore, as a matter of law, Mr. Raza cannot be held liable for alleged breaches of an agreement to which he was not a party. Any claimed damages are not attributable to him. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B; See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

89. DENIED. Plaintiff cannot be the prevailing party on claims against a non-party to the contract. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B; See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

90. DENIED. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B; See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9

F. Python's Negligent Supervision

91. ADMITTED.

92. DENIED. Mr. Raza and his team operated on data and scrubbing procedures provided or approved by Python. Responsibility for compliance protocols lay with Python. See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 156 at 8-22;

93. ADMITTED that an automatic phone dialing system was used. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

94. ADMITTED that an automatic phone dialing system was used. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

95. ADMITTED that a communication was sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

96. ADMITTED that a communication was sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

97. ADMITTED that a communication was sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

98. ADMITTED that a communication was sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

99. ADMITTED that a communication was sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza,

9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

100. ADMITTED that a communication was sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

101. ADMITTED that communications were sent. DENIED that Mr. Raza had personal knowledge of systemic non-compliance or that he was "unfit." See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

102. DENIED. Mr. Raza, as a contractor, was not responsible for establishing Python's corporate compliance policies or corrective actions. See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21.

103. ADMITTED.

104. ADMITTED.

105. ADMITTED.

106. ADMITTED.

107. ADMITTED that communications were sent. DENIED that Mr. Raza had "actual and constructive notice" of violations, as he relied on Python's compliance management. See Exhibit A, Affidavit of Ali Raza, 9; See Doc. 165-3 Exhibit A, Deposition of Ali Raza, p. 105 at 1-21;

108. ADMITTED.

109. DENIED. Plaintiff has admitted its agreement was with Python, not Mr. Raza. Therefore, as a matter of law, Mr. Raza cannot be held liable for alleged breaches of an agreement to which he was not a party. Any claimed damages are not attributable to him. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B; See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

110. DENIED. Plaintiff cannot be the prevailing party on claims against a non-party to the contract. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B;

111. DENIED Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

112. DENIED. Plaintiff has admitted its agreement was with Python, not Mr. Raza. Therefore, as a matter of law, Mr. Raza cannot be held liable for alleged breaches of an agreement to which he was not a party. Any claimed damages are not attributable to him. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B.

G. Fraud Scheme by Ms. Levin and Mr. Raza

113. DENIED. Mr. Raza did not engage in any scheme to defraud. He acted at the direction of and as an independent contractor for Python Leads LLC and Jacquelyn Levin. Any representations he made were based on information provided by his principal, who subsequently ratified all his actions by accepting the contract and the revenue it generated. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9; See Exhibit B, Raza Response to FED interrogatories, Response to Request 3 and 4

114. DENIED. Mr. Raza participated in a call where Ms. Levin made representations. He did not independently know these representations to be false. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9; See Exhibit B, Raza Response to FED interrogatories, Response to Request 3 and 4

115. ADMITTED.

116. DENIED. Plaintiff's own admission proves it did not enter into a contract with Mr. Raza. Its reliance, if any, was on representations made by its actual contracting partner, Python

Leads, LLC, for whom Mr. Raza was an independent contractor. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2, Exhibit B; See Exhibit B, Raza Response to FED interrogatories, Response to Request 3 and 4

117. ADMITTED.

118. DENIED. Plaintiff has admitted its agreement was with Python, not Mr. Raza. Therefore, as a matter of law, Mr. Raza cannot be held liable for alleged breaches of an agreement to which he was not a party. Any claimed damages are not attributable to him. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2, Exhibit B

119. DENIED. Plaintiff cannot be the prevailing party on claims against a non-party to the contract. Plaintiff's own admission severs Mr. Raza from contractual and quasi-contractual liability. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2, Exhibit B

120. DENIED. Mr. Raza cannot be held liable for alleged breaches of an agreement to which he was not a party. Any claimed damages are not attributable to him. See Doc. 165-7 Exhibit E, at Exhibit 90, p. 351; Doc. 131-2 Exhibit B

H. Conspirators

121. ADMITTED.

122. DENIED. Mr. Raza did not engage in any scheme to defraud. He acted at the direction of and as an independent contractor for Python Leads LLC and Jacquelyn Levin. Any representations he made were based on information provided by his principal, who subsequently ratified all his actions by accepting the contract and the revenue it generated. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

123. ADMITTED that an email was sent. DENIED that it was part of a fraudulent scheme. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

124. ADMITTED that an agreement was formed. DENIED that it was a result of fraud or conspiracy by Mr. Raza. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

125. ADMITTED that an invoice was sent. DENIED that it was a result of fraud or conspiracy by Mr. Raza. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

126. DENIED. Mr. Raza was not part of any scheme, so Mr. Levin could not have known of his involvement in one. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

127. ADMITTED that he used titles as part of a business strategy. DENIED that this was done to "defraud" Plaintiff. See Exhibit A, Affidavit of Ali Raza, 6, 7, 8 and 9.

128. ADMITTED.

129. ADMITTED.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 19, 2025, that the foregoing document is being sent via electronic mail to all parties listed in the service list generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

Respectfully submitted,

/s/ John R. Sutton
JOHN R. SUTTON, ESQ.
Sutton Law Group, PA
7721 SW 62nd Avenue, Ste. 101
South Miami, Florida 33143
Tele: (305) 667-4481
Fax: (305) 666-2118
info@suttonlawgroup.com

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

FINAL EXPENSE DIRECT,

Plaintiff,

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

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

Defendants.

_____ /

AFFIDAVIT OF ALI RAZA

STATE OF TEXAS

COUNTY OF HARRIS

ALI RAZA, being first duly sworn, deposes and states as follows:

1. My name is Ali Raza. I am over the age of eighteen (18) years, and I am fully competent to testify to the matters set forth herein. I have personal knowledge of the facts stated in this affidavit.

EXHIBIT

A

2. My role was to produce leads for Python Leads LLC. ("Python) which Python then sold to their clients. I would also solicit new client relationships, initiate sales communications and act as a point of contact between clients and Python's management. I was not involved in corporate governance, legal compliance, financial management, or contract execution.

3. I had no access to Python's insurance policies, financial records, or corporate documents. I was never included in discussions about corporate insurance procurement, compliance policies, or legal strategy. Those functions were handled exclusively and separately by Jacquelyn Leah Levin and David Levin.

4. I am a defendant in the above-styled case.

5. The title 'Co-Founder' was used in my email signature with the knowledge and approval of Python's managing member, Jacquelyn Leah Levin. I understood this to be a descriptive title reflecting my early involvement in launching the business's sales operations, not a formal corporate office with legal signing authority. I used the title as a business development designation intended to establish credibility with potential clients. It was not intended to represent, and I did not understand it to mean, that I held the formal legal authority of a corporate officer, director, or managing member of Python Leads, LLC.

6. When asked by Mr. Beauchamp about Python's insurance, I relayed the information that had been provided to me by Python's managing member, Jacquelyn Leah Levin, which was that Python maintained a Berkshire Hathaway insurance policy.

7. As the managing member, Ms. Levin was solely responsible for all corporate and financial matters, including insurance. Based on her position and authority within the company, I had no reason to doubt the accuracy of the information she provided to me for the purpose of communicating with potential clients.

8. At no point after the execution of the March 15, 2021 Agreement by Plaintiff, did Jacquelyn Levin or any representative of Python instruct me to correct or retract my March 2, 2021 communication to Plaintiff regarding insurance.

EXHIBIT
A

9. I was not involved in the management of Python's insurance policies, compliance procedures, or corporate financial matters. Those areas were handled exclusively by Jacquelyn Leah Levin and David Levin.

10. In June 2021, the parties negotiated a new agreement. The key terms were a reduced price per lead and a shift of TCPA liability from Python to Plaintiff. Plaintiff's representative, Luis Beauchamp, acknowledged this shift in a June 28, 2021 email, stating Plaintiff would be '100% responsible for a TCPA claim.' The parties then operated under these new terms, including a \$25 per lead rate.

11. I have read the foregoing affidavit, and the facts stated in it are true and correct of my own personal knowledge.

Further affiant sayeth not.

Ali Raza
Ali Raza

Subscribed and sworn to before me this 19th day of November, 2025, by Ali Raza, who is personally known to me or has produced TX DL as identification.

Eliza Vazquez
Notary Public - State of Texas

My Commission Expires:
(Notary Seal) 10/24/29

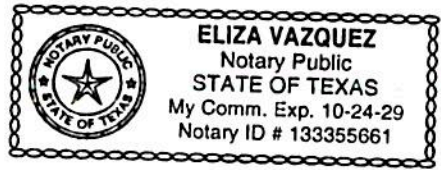


EXHIBIT
A

IN 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.

EXHIBIT
B

ALI RAZA'S RESPONSE TO PLAINTIFF, FINAL EXPENSE DIRECT'S FIRST SET OF INTERROGATORIES

GENERAL OBJECTIONS

1. Defendant objects to the extent any interrogatory seeks information protected by attorney client privilege, work product doctrine, or other applicable privileges.
2. Defendant objects to any interrogatory that is overly broad, unduly burdensome, or not proportional to the needs of the case under FRCP 26(b)(1).
3. Defendant reserves the right to supplement or amend these responses as discovery progresses.

ALI RAZA'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

INTERROGATORY NO. 1: Identify the person or persons answering these Interrogatories or who contributed information used in answering these Interrogatories. If more than one (1) person

provided the Answer(s) or contributed such information, identify the specific Interrogatories answered by each person and the information provided.

ANSWER: Ali Raza through undersigned counsel.

INTERROGATORY NO. 2: Please identify each lawsuit or proceeding including, but not limited to, any workers' compensation proceedings, Social Security Administration proceedings, Equal Employment Opportunities Commission (EEOC), Texas Workforce Commission (TWC), Department of Labor (DOL), or other proceedings (including any state's similar proceedings), or other lawsuits, bankruptcies, or civil proceedings to which you have been a party (other than this Lawsuit), or in which you have testified or participated in any way, in the last ten (10) years. For each proceeding or action identified, please identify the parties, all counsel of record, the case, the cause number, the court or forum in which such action was instituted, the allegations generally being made in the action, and the status or outcome of the action.

ANSWER: Ali objects that this interrogatory is overly broad and unduly burdensome in seeking information about all litigation over ten years that bears no relationship to the TCPA claims in this case. Ali further objects that this interrogatory seeks irrelevant information not reasonably calculated to lead to admissible evidence. Subject to and without waiving these objections, Ali states that he has not been a party to any litigation materially relevant to the TCPA or telemarketing claims in this case.

INTERROGATORY NO. 3: State whether Python, Ms. Levin, or Mr. Levin instructed or recommended that you inform Final Expense on March 2, 2021, that Python had "unlimited defense through [B]erkshire [H]athaway for litigation issues[]" and "up to [one] (1) million [dollars in] defense." *See* Doc. 70-18. If so, state the date and method of communication.

ANSWER: Jacquelyn Levin represented to Ali that Python maintained insurance coverage through Berkshire Hathaway and informed him that this coverage information could be communicated to potential clients during business discussions. Ali's statements about insurance coverage were based entirely on Ms. Levin's representations to him regarding Python's coverage.

INTERROGATORY NO. 4: If neither Python, Ms. Levin, or Mr. Levin instructed or recommended that you inform Final Expense that Python had "unlimited defense through [B]erkshire [H]athaway for litigation issues[]" and "up to [one] (1) million [dollars in] defense," please explain why you made this representation. *See* Doc. 70-18.

ANSWER: This interrogatory is inapplicable based on Ali's response to Interrogatory No. 3. Ali's representations about insurance coverage were based on information provided by Jacquelyn Levin regarding Python's insurance.

EXHIBIT

B

INTERROGATORY NO. 5: State whether you discussed any TCPA or DNC issues with Mr. Levin regarding alleged TCPA violations related to the lead calls Python sold to Final Expense from March 15, 2021, to January 1, 2023. If so, please state the method of communication.

ANSWER: Ali had limited and infrequent communications with David Levin. Any discussions that occurred were in David's capacity as Python's compliance manager and involved general business inquiries, not discussions of specific TCPA violations related to Final Expense.

INTERROGATORY NO. 6: State whether Ms. Levin informed you or anyone else that she agreed to the Agreement in March 2021.

ANSWER: Ali objects that this interrogatory calls for speculation about Ms. Levin's mental state and communications with others. Ali understood that Ms. Levin was the managing member of Python with authority to make business decisions for the company.

INTERROGATORY NO. 7: State whether you received permission to state in the signature block of your e-mail to Luis Beachamp, dated March 2, 2021, that you were the Co-Founder of Python Leads, LLC. *See* Doc. 70-18.

ANSWER: Ali objects that this interrogatory assumes facts not in evidence regarding any requirement for "permission" to use business development titles. Ali used various business titles during proposal negotiations consistent with his client acquisition and business development activities. These titles were used in the context of independent business proposals, not as formal corporate positions.

INTERROGATORY NO. 8: State your contentions for believing you were the CoFounder or Head of Client Acquisitions at Python Leads, LLC. *See* Doc. 70-9.

ANSWER: Ali objects that these interrogatory calls for legal conclusions about corporate relationships and formal titles. Ali engaged in client acquisition and business development activities during proposal negotiations, which he characterized using various business development titles. This did not create or reflect formal corporate positions, employment relationships, or legal authority within Python.

INTERROGATORY NO. 9: Identify whether the David in your e-mail to Luis Beachamp dated December 3, 2021, refers to Mr. Levin. *See* FED000119.

ANSWER: Ali believes the reference to "David" in that communication refers to David Levin in his capacity as Python's compliance manager.

INTERROGATORY NO. 10: Explain why Ms. Levin submitted a W-9 form on April 1, 2021, and the agreement under which it was submitted. *See* Doc. 70-3.

ANSWER: Ali objects that this interrogatory seeks information outside his knowledge and control. Ali has no knowledge of Ms. Levin's motivations, circumstances, or agreements surrounding her submission of tax documents. This interrogatory should be directed to Ms. Levin.

INTERROGATORY NO. 11: State whether you informed Final Expense that you were a contractor for Python. If so, please provide the date, time, and method of communication.

ANSWER: Ali's independent contractor status was apparent from the nature of his business activities, including providing independent proposals that clients were free to accept or reject. Ali operated his own business entities and provided business development services to multiple parties, including occasional services to Python.

INTERROGATORY NO. 12: State whether you received a copy of Python's Corporate Handbook or any policy from Python related to TCPA compliance.

ANSWER: No. Ali did not receive any corporate handbook, employee manual, or formal TCPA compliance policies from Python, which is consistent with his status as an independent contractor rather than an employee.

INTERROGATORY NO. 13: Please identify each call center or facility operated by you, Python, Ms. Levin, or Mr. Levin in Pakistan that was used to generate lead calls Python sold to Final Expense from March 15, 2021, to January 1, 2023, and state with reference to each:

- (a) the name of the call center or facility;
- (b) the address of the call center or facility;
- (c) the date the call center or facility opened for operation; (d) the nature of the work performed at the call center or facility; and
- (e) the name and title of the officer in charge of the call center or facility.

ANSWER: Ali objects that this interrogatory is overly broad, unduly burdensome, and assumes facts not in evidence. Ali further objects that this interrogatory seeks confidential business information and proprietary operational details. Ali did not operate call centers on behalf of Python and had no control over Python's lead generation operations or facilities.

INTERROGATORY NO. 14: State the purpose of the Severance Agreement and Release (DEF 000818-825) executed between you and Python on February 13, 2024, and identify who drafted

the following provisions in question outlined in this agreement and disclose the reason for such provision:

- (a) ¶ 4.2. Co-operation;
- (b) ¶ 5. Cessation of Communication;
- (c) ¶ 15. Agree not to sue; and
- (d) ¶ 17. Indemnities.

ANSWER: Ali objects that a 2024 agreement is not relevant to 2021 events that form the basis of this litigation. Subject to and without waiving this objection, the agreement documented the mutual conclusion of the business relationship between the parties. The document was drafted by Python Leads LLC's attorney.

INTERROGATORY NO. 15: Explain the events that occurred that led to you and Python executing the Severance Agreement and Release (DEF 000818-825) on February 13, 2024.

ANSWER: Ali objects that events in 2024 are not relevant to the 2021 claims in this litigation. Subject to and without waiving this objection, the parties mutually agreed to formalize the conclusion of their business relationship through appropriate legal documentation with mutual releases.

INTERROGATORY NO. 16: Identify your relationship with Absolute Mutual, LLC, including dates for any positions held within the company.

ANSWER: Absolute Mutual, LLC is Ali's wife's company which is a separate independent entity. Ali provides services to that company as well to provide leads services as an independent contractor.

INTERROGATORY NO. 17: Explain the purpose of the communication in the attachment to your email to Ms. Levin, dated March 25, 2020 (DEF 000924-925), and provide a detailed description of the script mentioned therein. You may submit a copy of the script in response to this Interrogatory.

ANSWER: Ali objects that this interrogatory is overly broad and seeks confidential and proprietary business information. Ali further objects that the requested information is not relevant to Final Expense's claims. Subject to and without waiving these objections, any such communications were part of Ali's independent business development activities.

INTERROGATORY NO. 18: Explain the reason for the Partnership Agreement (DEF 001043) executed with Ms. Levin on November 27, 2019.

ANSWER: The November 27, 2019 agreement was a business collaboration arrangement for specific project activities. This agreement predated and was separate from any relationship with Final Expense and is not relevant to the 2021 events forming the basis of this litigation.

INTERROGATORY NO. 19: State the earliest date you communicated with Mr. Levin about any matter related to your Partnership Agreement (DEF 001043) with Ms. Levin, executed on November 27, 2019.

ANSWER: Ali does not have specific recollection of the earliest date of communication with David Levin regarding the November 2019 agreement. Any such communications were infrequent and related to general business development activities, not to Final Expense or the events underlying this litigation.

I have read the foregoing Answers to Interrogatories and do swear that they are true and correct to the best of my knowledge, information and belief.

Ali
8/19/2025

STATE OF TEXAS,

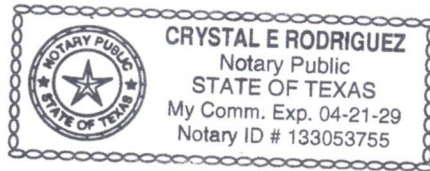
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day appeared [Name] on this the 19th day of August, 2025, to certify which witness my hand and seal of office.

Crystal E. Rodriguez

Notary Public

The State of Texas



My commission expires: 04.21.2029

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 20, 2025, that the foregoing document is being sent via electronic mail to all parties listed in the service list generated by 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/ John R. Sutton

JOHN R. SUTTON, ESQ.

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EXHIBIT

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