IN THE CIRCUIT COURT OF THE 4TH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

DIRECT GENERAL INSURANCE COMPANY, Case No.: 2019-CA-005518

Plaintiff,

v.

LYNN MARIE FORD, LATISHA VERNAE CHARLES, LARONDA TA'TEANNIE HENDERSON, AND WORLD OMNI FINANCIAL CORP.,

Defendant(s).

_______________________________/

PLAINTIFF, DIRECT GENERAL INSURANCE COMPANY'S MOTION FOR DEFAULT FINAL JUDGMENT AGAINST DEFENDANT, LATISHA VERNAE CHARLES

The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, by and through its undersigned attorney, files this Motion for Default Final Judgment, pursuant to Florida Rule of Civil Procedure 1.500, against the Defendant, LATISHA VERNAE CHARLES, and as grounds states as follows:

1. On August 2, 2019, the Plaintiff, DIRECT GENERAL INSURANCE COMPANY filed a Complaint asserting the following two (2) counts: Count I – Declaratory Relief Material Misrepresentation As Per Florida Statute §627.409 and Count II – Declaratory Relief Material Misrepresentation As Per Insurance Policy, against the insured Defendant, LYNN MARIE FORD, and the Defendants, LATISHA VERNAE CHARLES, LARONDA TA'TEANNIE HENDERSON, AND WORLD OMNI FINANCIAL CORP.

2. A copy of the Affidavit of Service showing the Complaint was served upon the Defendant, LATISHA VERNAE CHARLES, on August 7, 2019. (See **EXHIBIT "A."**).

3. Plaintiff, DIRECT GENERAL INSURANCE COMPANY filed a motion for entry of a Default by the Clerk upon this Defendant for its failure to serve any paper on the undersigned or file any paper, as required by Florida Rules of Civil Procedure 1.080.

4. The Clerk entered an order of a default upon the Defendant, LATISHA VERNAE

CHARLES on September 6, 2019. (Copy of the default is attached hereto as **EXHIBIT "B"**).

5. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY has filed with this Court an Affidavit of Plaintiff's Counsel setting forth facts showing that Defendant, LATISHA VERNAE CHARLES is not in the military service. (See **EXHIBIT "C"**).

6. Since the Defendant, LATISHA VERNAE CHARLES failed to serve any paper on the undersigned or file any paper, as required by law, this Court is now empowered to enter a final default judgment.

STATEMENT OF FACTS

7. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, issued a policy of insurance, bearing policy # FLPAXXXXX3701 to the Defendant, LYNN MARIE FORD, which was subsequently amended, effective dates December 28, 2019 through December 28, 2018, February 12, 2019 through December 28, 2019 and March 26, 2019 through December 28, 2019. See the Complaint for Declaratory Judgment.

8. The policy of insurance provided the following coverages: bodily injury liability, property damage liability, personal injury protection benefits, collision coverage and comprehensive coverage and rental reimbursement coverage.

9. The policy of insurance in effect at the time of the subject accident provided coverage to LYNN MARIE FORD and Fidel Charles for a 2018 Toyota Camry, VIN: 4T1B11HK2JU504962 and a 2015 Nissan Altima, VIN: 1N4AL3AP5FC257922.

10. The policy of insurance described herein was in full force and effect on the date of the subject accident.

11. On or about January 14, 2019, LATISHA VERNAE CHARLES was operating the insured 2018 Toyota Camry (VIN: 4T1B11HK2JU504962), co-owned by LYNN MARIE FORD and LATISHA VERNAE CHARLES, when the insured vehicle was involved in a motor vehicle accident with an opposing motor vehicle. The opposing motor vehicle was owned and operated by LARONDA TA'TEANNIE HENDERSON.

12. During the investigation of the facts and circumstances surrounding the motor vehicle accident, it was determined that LYNN MARIE FORD made material misrepresentations on the application for insurance.

13. In particular, on the application for insurance dated December 28, 2018, Defendant, LYNN MARIE FORD failed to disclose that an additional resident over the age of 14 lived within her household.

14. On the application for insurance dated December 28, 2018, Defendant, LYNN MARIE FORD failed to disclose that LATISHA VERNAE CHARLES resided with her.

15. On the application for insurance dated December 28, 2018, Defendant, LYNN MARIE FORD initialed the pertinent portion of the Applicant's Statement, which provides:

> ". . . I acknowledge that all regular operators of my vehicle(s) have been reported to the Company. I ALSO AKNOWLEDGE THAT ALL PERSONS AGES 14 AND OLDER WHO LIVE WITH ME HAVE BEEN REPORTED TO THE COMPANY. I further acknowledge and agree that I will report to the company any person who becomes a regular operator of my insured vehicle(s) or who become residents of my household during the term of the policy within thirty (30) days of such occurrence. . ."

(***emphasis added***).

16. On the application for insurance dated December 28, 2018, Defendant, LYNN MARIE FORD signed the pertinent page of the Applicant's Statement, which provides:

> "I hereby acknowledge that I have read and understood all the questions, statements, and information set forth in the application, including this Applicant Statements. I hereby represent that my answers and all information provided by me or on my behalf contained in this application is accurate and complete."

17. By failing to disclose LATISHA VERNAE CHARLES as an additional household resident over the age of 14 on the application for insurance, Defendant, LYNN MARIE FORD made material misrepresentations with the Plaintiff, DIRECT GENERAL INSURANCE COMPANY on the application for insurance dated December 28, 2018.

18. Had LYNN MARIE FORD disclosed LATISHA VERNAE CHARLES as an additional household resident over the age of 14 at the time of the application for insurance dated

December 28, 2018, Plaintiff, DIRECT GENERAL INSURANCE COMPANY would not have issued the policy at the same premium rate.

19. LYNN MARIE FORD's omission of facts relating to the additional household resident over the age of 14, and her misrepresentation by certifying that all disclosures concerning additional residents over the age of 14 in her household had been made, is a material misrepresentation on the application for insurance dated December 28, 2018.

20. As LYNN MARIE FORD made a material misrepresentation on the application for insurance dated December 28, 2018, which would have resulted in an increase of the policy premium had the true facts been disclosed, Plaintiff, DIRECT GENERAL INSURANCE COMPANY is not responsible for providing insurance coverage pursuant to Florida Statute §627.409.

21. Pursuant to the policy of insurance issued to LYNN MARIE FORD, DIRECT GENERAL INSURANCE COMPANY may void the insurance policy as follows:

> **FRAUD AND MISREPRESENTATION**
>
> The statements made by **you** in the application are deemed to be **your** representations. A misrepresentation, omission, concealment of fact, or incorrect statement may prevent recovery under this policy if:
>
> 1. The misrepresentation, omission, concealment, or statement is fraudulent or is material either to the acceptance of the risk or to the hazard assumed by **us**; or
>
> 2. If the true facts had been known to us, **we** in good faith would not have issued the policy, would not have issued the policy at the same premium rate, would not have issued the policy in as large an amount, or would not have provided the coverage with respect to the hazard resulting in the accident or loss.

22. Further, Florida Statute §627.409(1) provides:

> (1) Any statement or description made by or on behalf of an insured or annuitant in an application for an insurance policy or annuity contract, or in negotiations for a policy or contract, is a representation and not a warranty. Except as provided in subsection (3), ***a misrepresentation, omission, concealment of fact, or incorrect statement may prevent***

> ***recovery under the contract or policy only if any of the following apply***:
>
> (a) The misrepresentation, omission, concealment, or statement is fraudulent or is material to the acceptance of the risk or to the hazard assumed by the insurer.
>
> (b) ***If the true facts had been known to the insurer pursuant to a policy requirement or other requirement, the insurer in good faith*** would not have issued the policy or contract, ***would not have issued it at the same premium rate***, would not have issued a policy or contract in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss.

(***emphasis added)***.

23. As a result of the material misrepresentations committed by LYNN MARIE FORD, Plaintiff, DIRECT GENERAL INSURANCE COMPANY has rescinded the insurance policy, bearing policy # FLPAXXXXX3701, issued to LYNN MARIE FORD and has declared the policy void ab initio in accordance with Florida Statute §627.409.

24. In accordance with Plaintiff, DIRECT GENERAL INSURANCE COMPANY's rescission of the policy and declaring the policy void ab initio, Plaintiff, DIRECT GENERAL INSURANCE COMPANY has issued a full refund of insurance premiums paid by Defendant, LYNN MARIE FORD.

25. Additionally, in accordance with Plaintiff's rescission of the policy and declaring the policy void ab initio, Plaintiff, DIRECT GENERAL INSURANCE COMPANY notified the Defendant, LYNN MARIE FORD of the material misrepresentations and of the rescission of the policy.

26. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, as required by Rule 69O-167.002 of the Florida Administrative Code, provided notice to the Florida Department of Insurance, Office of Insurance Regulations of the rescission of the insurance policy.

27. Plaintiff, DIRECT GENERAL INSURANCE COMPANY asserts that there is no insurance coverage for the January 14, 2019 accident since the insured, LYNN MARIE FORD,

made material misrepresentations on the application for insurance dated December 28, 2018, and misrepresented facts in the procurement of the insurance coverage as set forth therein.

28. All conditions precedent to the bringing of this action have occurred and Plaintiff, DIRECT GENERAL INSURANCE COMPANY is entitled to declaratory relief sought herein.

MEMORANDUM OF LAW

29. Florida Rule of Civil Procedure 1.100(a) makes the filing of an answer or response to a complaint mandatory.

30. As demonstrated by the Affidavit of Service filed with the Court, DIRECT GENERAL INSURANCE COMPANY served Defendant, LATISHA VERNAE CHARLES.

31. To date, the Defendant has not filed a responsive pleading within the time prescribed by Rule 1.140(a) of the Florida Rules of Civil Procedure. Consequently, the Defendant, LATISHA VERNAE CHARLES has failed to comply with Rule 1.140(a) of the Florida Rules of Civil Procedure.

32. Rule 1.500(a) of the Florida Rules of Civil Procedure states in pertinent part as follows:

> **"When a party against whom affirmative relief is sought has failed to file or serve any paper in the action, the party seeking relief may have the clerk enter a default against the party failing to serve or file such paper."**

33. DIRECT GENERAL INSURANCE COMPANY has moved for, and has obtained, entry of a Clerk's Default upon Defendant, LATISHA VERNAE CHARLES.

34. Further, Rule 1.500(e) of the Florida Rules of Civil Procedure provides the following, in pertinent part:

> **"Final Judgment: Final judgments after default may be entered by the court at any time…"**

35. As noted above, Plaintiff, DIRECT GENERAL INSURANCE COMPANY has perfected service of process upon the Defendant, LATISHA VERNAE CHARLES. As of this date, the aforementioned Defendant has not filed an answer with the Clerk, has not served an answer

upon the Plaintiff, has made no entry of appearance in this matter, and has not otherwise responded to this action. To this date, the Defendant has undertaken no action in this matter.

36. By failing to respond to the Complaint, Defendant, LATISHA VERNAE CHARLES. has admitted all of the allegations contained therein. *Donahue v. Brightman, 939 So. 2d 1162 (Fla. 4th DCA 2006)* (a defaulting party admits all well-pled factual allegations of the complaint). See also *State Farm Mutt. Auto Ins. Co. v. Horkheimer, 814 So. 2d 1069, 1072 (Fla. 4th DCA 2001)* and *Days Inns Acquisition Corp. v. Hutchinson 707 So. 2d 747 (Fla. 4th DCA 1997).*

37. The effect of a default is that the defaulting party admits all well-pled allegations of the complaint "and the fair inferences and conclusions of fact to be drawn from the allegations." *North American Accident Ins. Co. v. Moreland, 60 Fla. 153, 53 So. 635 (Fla. 1910).* See also *Rich v. Spivey, 922 So. 2d 326, 327 (Fla. 1st DCA 2006).*

38. As a result of the foregoing, DIRECT GENERAL INSURANCE COMPANY asserts that there is no insurance coverage under its policy of insurance for any claims made or brought for the motor vehicle accident that occurred on or about January 14, 2019, and that DIRECT GENERAL INSURANCE COMPANY is entitled to a final default judgment against the Defendant, LATISHA VERNAE CHARLES.

WHEREFORE, the Plaintiff, DIRECT GENERAL INSURANCE COMPANY requests that this Court enters a Final Judgment in its favor and against Defendant, LATISHA VERNAE CHARLES, declaring and adjudicating that:

a. This Court **hereby enters final judgment** for Plaintiff, DIRECT GENERAL INSURANCE COMPANY, and against the Defendant, LATISHA VERNAE CHARLES;

b. The Defendant, LYNN MARIE FORD, failed to disclose that LATISHA VERNAE CHARLES resided with her at the policy address at the time of the application for insurance, which occurred prior to the assignment of any benefits under the policy of insurance, bearing policy # FLPAXXXXX3701, issued by DIRECT GENERAL INSURANCE COMPANY;

c. There is no insurance coverage for the named insured, LYNN MARIE FORD for any bodily injury liability, property damage liability, collision insurance coverage, comprehensive insurance coverage, rental reimbursement, or personal injury protection coverage, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

d. There is no insurance coverage for LATISHA VERNAE CHARLES for any bodily injury liability, property damage liability, collision insurance coverage, comprehensive insurance coverage, rental reimbursement, or personal injury protection coverage, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

e. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, has no duty to defend and/or indemnify the insured, LYNN MARIE FORD, for any claims made under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

f. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, has no duty to defend and/or indemnify LATISHA VERNAE CHARLES for any claims made under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

g. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, owes no duty to defend and/or indemnify LYNN MARIE FORD for any bodily injury claim for LARONDA TA'TEANNIE HENDERSON arising from the accident of January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

h. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, owes no duty to defend and/or indemnify LATISHA VERNAE CHARLES for any bodily injury claim for LARONDA TA'TEANNIE HENDERSON arising from the accident of January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

i. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, owes no duty to defend and/or indemnify LYNN MARIE FORD for any property damage coverage claim for LARONDA TA'TEANNIE HENDERSON arising from the accident of January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

j. The Plaintiff, DIRECT GENERAL INSURANCE COMPANY, owes no duty to defend and/or indemnify LATISHA VERNAE CHARLES for any property damage coverage claim for LARONDA TA'TEANNIE HENDERSON arising from the accident of January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

k. There is no rental reimbursement insurance coverage for LYNN MARIE FORD for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

l. There is no collision insurance coverage for LYNN MARIE FORD for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

m. There is no collision insurance coverage for WORLD OMNI FINANCIAL CORP. for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

n. There is no personal injury protection ("PIP") insurance coverage for LATISHA VERNAE CHARLES for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

o. There is no collision insurance coverage for LATISHA VERNAE CHARLES for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

p. There is no rental reimbursement insurance coverage for LATISHA VERNAE CHARLES for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

q. There is no bodily injury liability insurance coverage for LARONDA TA'TEANNIE HENDERSON for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

r. There is no property damage insurance coverage for LARONDA TA'TEANNIE HENDERSON for the accident which occurred on January 14, 2019, under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

s. The Defendant, LYNN MARIE FORD, is excluded from any insurance coverage under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701, for the January 14, 2019 accident;

t. The Defendant, LARONDA TA'TEANNIE HENDERSON, is excluded from any insurance coverage under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701, for the January 14, 2019 accident;

u. The Defendant, WORLD OMNI FINANCIAL CORP., is excluded from any insurance coverage under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701, for the January 14, 2019 accident;

v. The Defendant, LATISHA VERNAE CHARLES, is excluded from any insurance coverage under the policy of insurance issued by DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701, for the January 14, 2019 accident;

w. There is no insurance coverage for the motor vehicle accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

x. There is no personal injury protection ("PIP") insurance coverage for the accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

y. There is no rental reimbursement coverage for the accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

z. There is no property damage liability coverage for the accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

aa. There is no bodily injury liability coverage for the accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

bb. There is no collision insurance coverage for the accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

cc. There is no comprehensive insurance coverage for the accident which occurred on January 14, 2019, under the policy of insurance issued by Plaintiff, DIRECT GENERAL INSURANCE COMPANY, under policy # FLPAXXXXX3701;

dd. The DIRECT GENERAL INSURANCE COMPANY Policy of Insurance, bearing policy # FLPAXXXXX3701, is rescinded and is void *ab initio.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically filed with the Clerk of the Court by using the ECF system and by mail to those not named on the electronic service list on this 2nd day of October, 2019.

McFARLANE LAW
McFarlane Dolan & Prince
Attorneys for Plaintiff
210 N. University Drive, 6th Floor
Coral Springs, Florida 33071
(954) 340-0005 Broward
(954) 340-0055 Facsimile
PLEADING SERVICE E-MAIL ADDRESS:
pleadingservice@mcfarlanedolanlaw.com

By: _/s/ William J. McFarlane, III, Esquire
WILLIAM J. McFARLANE, ESQUIRE
Florida Bar No: 768601

MASTER SERVICE LIST

Lynn Ford 5607 Minosa Cir E Jacksonville, FL 32209	Laronda Ta'Teannie Henderson 5610 Minosa Cir W Jacksonville, FL 32209	Latisha Charles 5607 Minosa Cir E Jacksonville, FL 32209
World Omni Financial Corp. CT Corporation System (Registered Agent) 1200 Pine Island Rd. Plantation, FL 33324		

AFFIDAVIT OF SERVICE

State of Florida | **County of Duval** | **Circuit Court**

Case Number: 2019-CA–5518

2019008433

Plaintiff:
Direct General Insurance Company

vs.

Defendant:
Lynn Marie Ford, Et Al

For:
MCFARLANE LAW

Received by First Response Process Corp. on the 6th day of August, 2019 at 9:18 am to be served on **Latisha Vernae Charles, 5607 Minosa Cir. E., Jacksonville, FL 32209.**

I, Randy Johnson, being duly sworn, depose and say that on the **7th day of August, 2019** at **10:46 am, I:**

INDIVIDUALLY/PERSONALLY FS 48.031 (1)(a): Served by delivering a true copy of the **Summons; Complaint; Letter** with the date and hour of service endorsed thereon by me to **Latisha Vernae Charles,** at the indivduals place of abode at **5607 Minosa Cir. E., Jacksonville, FL 32209** and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Special Process Server, in good standing, in the judicial circuit in which the process was served. Under the penalty of perjury, I declare that I have read the foregoing return of service and that the facts in it are true. Notary not required pursuant to F.S. 92.525(2)

Subscribed and Sworn to before me on the 7th day of August, 2019 by the affiant who is personally known to me.

NOTARY PUBLIC

CATHERINE CORNELLIER
MY COMMISSION # GG 306259
EXPIRES: March 31, 2023
Bonded Thru Notary Public Underwriters

Randy Johnson
Special Process Server #1229

First Response Process Corp.
P.O. Box 17431
Ft. Lauderdale, FL 33318
(954) 802-6884

Our Job Serial Number: SSJ-2019008433

EXHIBIT "A"

Filing # 93576497 E-Filed 08/05/2019 08:39:24 AM

RUSH

IN THE CIRCUIT COURT OF THE 4TH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

DIRECT GENERAL INSURANCE COMPANY,

Plaintiff,

v.

LYNN MARIE FORD, LATISHA VERNAE CHARLES, LARONDA TA'TEANNIE HENDERSON, AND WORLD OMNI FINANCIAL CORP.,

Defendant(s).

Case No.: 2019-CA-5518
CV-B

SERVED: I/S
DATE: 8-7-19 TIME: 10:46AM
BY: Randy Johnson #1229

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action for Declaratory Judgment on Defendant, **LATISHA VERNAE CHARLES** at:

5607 MINOSA CIR E
JACKSONVILLE, FL 32209

Each defendant is required to serve written defenses to the complaint or petition on **WILLIAM J. McFARLANE, III, ESQ.**. Plaintiffs' attorney, whose address is **McFARLANE LAW, 210 NORTH UNIVERSITY DRIVE, 6TH FLOOR, CORAL SPRINGS, FL 33071, TELEPHONE: (954) 340-0005**, within twenty (20) days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiffs' attorney or immediately thereafter.

If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

ACCEPTED: DUVAL COUNTY, RONNIE FUSSELL, CLERK, 08/05/2019 09:03:20 AM

1776

DATED on: August 2, 2019

WILLIAM J. McFARLANE, III, ESQ.
Florida Bar No.: 768601
ALEXANDER L. AVARELLO, ESQ.
Florida Bar No.: 124029
Attorneys for Plaintiff
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aavarello@mcfarlanedolanlaw.com

Aug 05 2019
Ronnie Fussell
As Clerk of the Court

By: ______________________
As Deputy Clerk

CLERK OF THE CIRCUIT COURT, SUUM CUIQUE, DUVAL COUNTY, FLORIDA

AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE

"If you are a person with a disability who needs an accommodation in order to access court facilities or participate in a court proceeding, you are entitled, at no cost to you, to the provision of certain assistance. To request such an accommodation, please contact Court Administration at least three business days prior to the required service by using one of the following methods: Phone - (904)630-2564; Fax - (904) 630-1146; TTD/TTY - (800)955-8770 (Florida Relay Service). E-Mail – crtintrp@coj.net."

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want to court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiffs' Attorney" named below.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentaria ante este tribunal. Una llamada telefoncia no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y podria ser despojado de sus ingresos y propiedades, o privado de sus derechose, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no concoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiffs' Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des pouirsuites judiciares ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir dela date de l'assignation de cette citation pour deposer une reponse ecrite a la loanite ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obliges de deposer votre reponse ecrite, avec mention du nunommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous resquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du bribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au (Plaintiff/Plaintiffs' Attorney" (Plaignanct ou a son avocat) nomme ci-dessous.

IN THE CIRCUIT COURT OF THE 4TH JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

DIRECT GENERAL INSURANCE COMPANY,

Plaintiff,

v.

Case No.: 2019-CA-005518-XXXX-MA

LYNN MARIE FORD, LATISHA VERNAE CHARLES, LARONDA TA'TEANNIE HENDERSON, AND WORLD OMNI FINANCIAL CORP.,

Defendant(s).
_______________________________/

DEFAULT

A default is entered in this action against Defendant, LATISHA VERNAE CHARLES, for failure to serve or file a response or any paper as required by law.

Dated: Sep 06 2019

RONNIE FUSSELL
CLERK OF THE CIRCUIT COURT

By: _______________________
Deputy Clerk

CLERK OF THE CIRCUIT COURT SUUM CUIQUE DUVAL COUNTY, FLORIDA

Master Service List

Lynn Ford 5607 Minosa Cir E Jacksonville, FL 32209	Laronda Ta'Teannie Henderson 5610 Minosa Cir W Jacksonville, FL 32209
Latisha Charles 5607 Minosa Cir E Jacksonville, FL 32209	World Omni Financial Corp. CT Corporation System (Registered Agent) 1200 Pine Island Rd. Plantation, FL 33324

EXHIBIT "B"

IN THE CIRCUIT COURT OF THE 4^{TH} JUDICIAL CIRCUIT IN AND FOR DUVAL COUNTY, FLORIDA

DIRECT GENERAL INSURANCE COMPANY,

Case No.: 2019-CA-005518

Plaintiff,

v.

LYNN MARIE FORD, LATISHA VERNAE CHARLES, LARONDA TA'TEANNIE HENDERSON, AND WORLD OMNI FINANCIAL CORP.,

Defendant(s).

_____________________________________/

NON-MILITARY AFFIDAVIT

Family Law Form 12.912 (b)

I, ALEXANDER L. AVARELLO, Esq., Counsel for the Plaintiff, being duly sworn, certify that the following is true:

1. I know of my own personal knowledge that the following Defendants are not on active duty in the armed services of the United States.

    a) Lynn Marie Ford

    b) Latisha Vernae Charles

2. I have inquired of the armed services United States to determine whether these Defendants are members of the armed services and am attaching certificates from the **Department of Defense – Manpower Data Center** as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard), stating that mentioned Defendants are not now in the armed services.

EXHIBIT "C"

I understand that I am swearing or affirming under oath to the truthfulness of this claims made in this affidavit and that the punishment for knowingly making false statement includes fines and/or imprisonment.

Dated: 10|02|19

Alexander L. Avarello, Esq.
Attorneys for Plaintiff
210 North University Drive, 6th Floor
Coral Springs, Florida 33071
(954) 340-0005 Broward
(954) 340-0055 Facsimile
pleadingservice@mcfarlanedolanlaw.com

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me personally appeared ALEXANDER L. AVARELLO, who executed the foregoing instrument this 2nd day of October, 2019 and is personally known to me.

Notary Public
Printed name of Notary Public
My Commission Expires:

CARLY WIJTENBURG
Notary Public - State of Florida
Commission # GG 075520
My Comm. Expires Jun 13, 2021
Bonded through National Notary Assn.

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN:	XXX-XX-9153
Birth Date:	Jun-XX-1967
Last Name:	FORD
First Name:	LYNN
Middle Name:	MARIE
Status As Of:	Oct-02-2019
Certificate ID:	RTK8JPBRCTQHYCQ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Department of Defense Manpower Data Center

Results as of : Oct-02-2019 01:09:05 PM

SCRA 5.1

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4901
Birth Date: Aug-XX-1995
Last Name: CHARLES
First Name: LATISHA
Middle Name: VERNAE
Status As Of: Oct-02-2019
Certificate ID: W857BP0M2CQDCL6

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
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