SUPREME COURT OF FLORIDA

ON DISCRETIONARY REVIEW FROM THE

DISTRICT COURT OF APPEAL, SECOND DISTRICT

CASE NO. 2D12-1327

IN RE PETITION OF

ROBERT VON GOETZMAN,

Appellant, /Petitioner **Hillsborough, County**

Florida

vs. **Circuit Court, Civil Division**

JEFF'S TRANSMISSIIONS **LT Case No. : 10-23558,**

Appellee/ Respondent

_____/

PETITIONER'S JURISDICTIONAL BRIEF

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STATEMENT OF THE CASE AND FACTS

The Second District Court denied a Petition for Writ of Centiorari to the the Circuit Court of the Thirteenth Judicial Circuit for Hillsborough, despite though the Florida Corporation

Jeff's Transmissions Inc. As the name of the Defendant /Appellee might suggest Jeff's Transmissions Inc. is a Florida Business, yet it was *not* represented by Counsel in either lower tribunal. The Circuit Court affirmed a Final Judgment in a Florida State Statue 713.585 mechanics lien hearing in County Court that *Jeff's Transmissions Inc.* has a valid mechanics lien in the amount of $2,622.89 despite the obvious error on the face of the Final Judgment where no Florida Statues were cited and the Final Judgment was contrary to the Florida Motor Vehicles repair Act as there was no written estimate, no waver of same, and no invoice even to support a lien. The Second District Court in response to the petition for writ of certiorari filed by Leilani Roberson (and not received by the Petitioner) vice president of respondent Jeff's Transmissions, Inc. struck the response as an unauthorized filing. Leilani Roberson had also filed a response to the Plaintiff's Request for a Hearing in County Court - Defendants answer, Affirmative Defenses and Motion to Dismiss Plaintiff's Complaint Nov. 3, 2010 Index to Record on Appeal Instruments 11-16 which (the Plaintiff was not sent a copy) though not filed by an attorney this reply was not stricken by the County Court Jeff's Transmissions, Inc. was also not represented by an attorney at the Lien hearing or subsequently in the Circuit Court where the record from the County Court was received. All Circuit documents including the Decision and the Mandate (which was copied to "all parties including four Circuit Court Judges) were sent to Jeff's Transmissions, so both lower Tribunals are on official record where it was obvious that the Defendant/Appellee was not represented by counsel in their respective lower tribunals both of which are in Hillsborough County Florida. Now the District Court has affirmed the lower tribunal's decisions in a conflict with Punta Gorda Pines Dev., Inc. v, Slack Excavating Inc. 468 So. 2nd 438, 438 (Fla. 2nd DCA 1985 and despite the obvious error on the face of the Finial Judgment from the County Court in the non-application of the appropriate statutes **Florida**

Deceptive and Unfair Trade Practices Act (FDUTPA), §§ 501.201–.213, Fla. Stat. (2006), and the Florida Motor Vehicles Repair Act.

The case is about a show car quality1972 Chevelle SS 454 that Appellant/Petitioner has receipts for some $30,000 + invested into the motor vehicle that was taken to Jeff's Transmissions the beginning of the second week of May 2009 to have the flywheel changed as it had a few bad spots. Jeff's Transmissions had given the Appellant/Petitioner a verbal estimate of $400 to replace the Flywheel with a new flywheel supplied by the Appellant/Petitioner. When the car was dropped off no written estimate was prepared or presented as the owner was busy with another customer. Subsequently the Appellant/Petitioner received a call from Jeff's Transmission stating that since the clutch had to be removed to change the flywheel anyway a new one should be installed while it was out. The Appellant/Petitioner bought a brand new clutch and delivered it to Jeff's Transmissions the same day, again no written estimate was prepared or presented. Seven months later in the third week of December 2009 the Appellant/Petitioner received a voice mail that the car was ready. When Appellant/Petitioner returned to Tampa he went to pick up the car at Jeff's Transmissions Inc. but the business was closed for the holidays till after the New Year. When the Appellant/Petitioner returned to the business the first week of January 2010 he was presented with an unsigned work order #20703 for $1,657.21. including a $25 charge for Shop Supplies**. ** "This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal." Work order 20703 (the first version of three) states at the bottom in Bold print **Estimate only, do not pay**. It also states Inv Date May 11, 2009 @ 9:37am Promised May 9, 2009 @ 5:00PM Service Writer Leilani Robertson Status ALL WORK COMPLETED Driver GOEDZMAN, Robert. But goes on to describe the car as "Engine V8 6.6L 402 Cid, Gas Car when the car was

actually or had been a 7.4 L (**454 cu** in) when brought in. The Appellant/Petitioner was told by an employee that he could not pick up the car till $1,657.21 was paid or more than for hundred percent greater than the original verbal estimate. Appellant/ Petitioner did not pay pick up the car but instead filed a complaint instead with the Florida Department of Agriculture &Consumer Services. On a response to the complaint Jeff's Transmissions admitted in writing that the original verbal estimate was $400 (acknowledged in writing in Jeff's Transmissions response to the petitioner's complaint to the Florida Consumer Protection Division. "Mr. Goetzman brought in his 1972 Chevelle on May 2009. He wanted to replace the flywheel. The transmission has to be taken out to replace the flywheel. Customer brought in his own parts for this repair & the original labor quote was $400." No reduction in the "invoice" was offered by the Defendant in response to the complaint but instead a new version of Work Order #20703 now with a total of $2,084.70 Additional unauthorized work was added to the "completed" work order previously received though it still included the line **Estimate only, do not pay**.

In June the Plaintiff received a letter from Consumer Services stating that "Unfortunately we do not feel that the business satisfactorily resolved your complaint." Therefore, we are closing your complaint with a disposition of "CM" which means that the mediation attempts were unsuccessful."

In response to a "demand letter" of May 5th 2010 stating that "if your vehicle is not paid for &picked up by 5/12/10 we will have no choice but to file a mechanics lien against your vehicle. Please make the appropriate arrangements. Your total is $2084.70, not including storage charges." The Appellant/Petitioner prepared a Notice of Civil Theft and mailed it by Certified Mail. In response he received a letter dated June 23, 2010 stating that "We had no intention of filing a lien on your vehicle. We value our relationship with you& are certainly willing to

negotiate your invoice. No offer of reduction of the invoice was forthcoming and in early September 2010 the Appellant/Petitioner received a Notice of Lien and Proposed Sale of Motor Vehicle from a title company named Snickfish LLC for $2,659.97 for repair and storage charges. "THESE STORAGE CHARGES WILL CONTINUE TO ACCRUE AT THE RATE OF $25.00 PER DAY" (Capitalization on the original), though the work order included states in fine print "Vehicles left after repair is completed may be subject to a $20.00 per day storage fee after 3 days." The Lien went on to say that a Public Auction was to be held at Jeff's Transmissions on Sept. 20th, 2010 at 10:00AM.

The Appellant/Petitioner filed a demand with the circuit court for a Florida Statute 713.585 hearing as directed by the statement on the lien and the Florida Statute itself a copy of which was mailed to Jeff's Transmissions Inc. by certified mail return receipt requested. The demand was returned three times the first with a form check the case number was missing and a hand written statement "Clerk needs and accurate case number in order to process" second that this needed to be filed in County Court. The Demand was returned by the County Court because the fee was not paid. After a demand was sent to Count Court stating that there is no fee for this type of hearing, a hearing was scheduled for Nov. 4, 2010. According to the Report of Sale to the Circuit Court the car was sold not in a Public Auction but in a Public Sale to Jeff's Transmissions Inc. on Sept. 30 for $2,659.97 the report of sale and the Certificate of Compliance dated Oct. 25, 2010 were both signed by a Nick Herman of Snickfish LLC. The third version of Work Order 20703 was attached with Verbal Authorization written in where the Signature of the Customer is supposed to be. This was perjury in that the amount indicated was never verbally indicted to the Customer/ Plaintiff/ Appellant/Petitioner as well as the sworn certified statements on the report of sale that $2034.97 for labor and service, $0 was spent on publication and that

Storage charges were $375.00. The actual notice of lien attached was a different version then sent to the Appellant/Petitioner stating that storage charges will accrue at $0 per day. The statement below included in the certified Report of Sale is also perjury.

> **4. No demand or request for a hearing pursuant to Florida Statute 713.585 has been made or filed, and no such hearing has been held or a hearing was demanded and held pursuant to s. 713.585, Florida Statutes and a court order was issued allowing the sale of the motor vehicle by the lienor.**

The receipt for the certified copy for the demand of a hearing was signed by Jeff on Sept 9, 2010. The Notice of Hearing was mailed by the County Court on Oct. 22, 2010 and a copy Mailed to Jeff's Transmissions in Tampa, FL. "The Lienor deposits nothing $0.00 with the Circuit Court" from the sale of a Classic car to Jeff's Transmissions Inc. with no credit for the new clutch and new flywheel both worth more than the labor charged even including the numerous unrequested and unauthorized line items.

A Fifteen Minute Hearing was held Nov. 4th In County Court. The Appellant/Petitioner faxed in and mailed on November 5th a detailed Post-hearing Brief in Support of Motion to Deny Lien spelling out the facts and the applicable Florida Statutes which at the hearing the Honorable Judge Farr said that he would accept. 28-53. From the first line of the Finial Judgment from County Court: "THIS CAUSE coming on the 4th day of November 2010, to be heard before Judge Scott A. Farr, and the Plaintiff appearing without counsel, and the Defendant appearing without counsel, after hearing all the testimony and evidence introduced in the above styled cause, the Court makes the following findings and ruling."

The case was appealed to the 13th Circuit Court where the Plaintiff's Statement of the Evidence was twice denied by the Honorable Scott Farr for lack of recall despite there being no objection to either Statement of the Evidence by the Appellee and no action was taken by the

Circuit Court on a motion to use the written record or a motion to Rescind the Appellee's Transfer of the Title for Fraud and Perjury. The Circuit Court of the Thirteenth Judicial Circuit affirmed the on the Final Judgment Per Curiam however the Mandate states "the court having entered its Order and Opinion which was filed on February 8, 2012." Copies were sent to four judges, Jeff's Transmissions and to Appellant/Petitioner.

SUMMARY OF THE ARGUMENT

QUESTION Does a Florida Corporation have to be represented by Counsel in State of Florida Courts?

This Court should review this matter because the Second DCA's decision in this case has statewide impact. Conflict jurisdiction exists because the decision announced in Von Goetzman vs. Jeff's Transmissions, if permitted to stand, will be out of harmony with decisions in the First, Third, Fourth and Fifth District Courts of Appeal, as well as other decisions by the Second "thereby generating confusion and instability among the precedents." The decision to affirm is in direct conflict with the Second District court's own finding that "Business entities must be represented by counsel when appearing in Florida State courts. In neither of the lower courts was the Jeff's Transmissions a Florida corporation Defendant/ Respondent was represented by counsel. "Application Conflict" , with the Second District court's own decisions in. SEE Puntagorda Pines Dev., Inc. v. Slack Excavating, Inc., 468 So. 2d 438 Fla. 2d DCA 1985). via 9.030(a)(2)(A)(iv),

Under the fundamental error doctrine., the Florida Supreme Court has stated that to be fundamental, an error must go to the foundation of the case or the merits of the cause of action or

it must be a denial of due process, this is such a case as the not only did the first lower tribunal not cite any statutes, it ignored on its discretion the obvious applicable statutes namely the Motor Vehicle Repair Act in its Final Judgment. When a statute is clear, courts should consider the statute's plain and ordinary meaning unless it leads to an unreasonable result or a result clearly contrary to legislative intent. It should be obvious that the decision it affirmed were "clearly erroneous" on the face and in direct contradiction not only of other DCA's ruling but their own. *Chirino v. Chirino*, 710 So. 2d 696, 697 (Fla. 2d D.C.A. 1998) ("[T]he absence of a transcript does not preclude reversal where an error of law is apparent on the face of the judgment."). 11 F.S. §59.041 is one of the few statutes directly addressing appellate practice. It requires an appellate court find "the error complained of has resulted in a miscarriage of justice The decision is contrary to the Motor Vehicle Act's express remedial purpose. Likewise, the decision makes it easier for the unscrupulous to "engage in unfair methods of competition or unconscionable, deceptive or unfair acts or practices..." The limiting effects of this decision are obvious. It is thus respectfully submitted that the legal issue is appropriate for resolution by the Florida Supreme Court in the exercise of its conflict jurisdiction.

JURISDICTIONAL STATEMENT

The Florida Supreme Court has discretionary jurisdiction to review a decision of a district court of appeal that expressly and directly conflicts with a decision of this court or another district court of appeal on the same point of law. Art. V, § 3(b)(3), Fla. Const. (1980); Fla. R. App. P.9.030(a)(2)(A)(iv). The Second DCA's decision directly and expressly conflicts with opinions of other district courts of appeal and this Supreme Court on the same question of law.

ARGUMENT

The decision is also in direct conflict with the Second District court's own finding that "Business entities must be represented by counsel when appearing in Florida State courts. In neither of the lower courts was the Jeff's Transmissions a Florida corporation Defendant/Respondent was represented by counsel. "Application Conflict ", with the Second District court's own decisions in. SEE Puntagorda Pines Dev., Inc. v. Slack Excavating, Inc., 468 So. 2d 438 Fla. 2d DCA 1985). via 9.030(a)(2)(A)(iv),

The original hearing that the Circuit was asked to review in an appeal capacity should according to fl statute 713.585 (5) 5) have been held in the Circuit Court in the first place, not in County Court. *As in Pro-Line Collision, Inc. v. Primicerio*, 770 So. 2d 692 (Fla. 4th DCA 2000

Fl 713.585 (5) 5)

"At any time prior to the proposed or scheduled date of sale of a vehicle, the owner of the vehicle, or any person claiming an interest in the vehicle or a lien thereon, may file a demand for hearing with the clerk of the circuit court in the county in which the vehicle is held to determine whether the vehicle has been wrongfully taken or withheld from her or him. Any person who files a demand for hearing shall mail copies of the demand to all other owners and lienors as reflected on the notice required in subsection (1). Upon the filing of a demand for hearing,

a hearing shall be held prior to the proposed or scheduled date of sale of the vehicle.

It was the decision of the 13th Circuit Court not to honor the demand for hearing and transfer the venue to County Court which was definitely not made for the convenience of the Plaintiff. The Petitioner/Plaintiff had sent two demands for a hearing to the 13th Circuit Court both being returned. The Petitioner/Plaintiff was instructed by the Circuit Court that the venue for the hearing be in County Court. In *PricewaterhouseCoopers, LLP v. Cedar Resources, Inc.*, 761 So. 2d 1131 (Fla. 2d DCA 1999)"A trial court's factual decision to transfer venue based on the impropriety of the plaintiff's venue selection is reviewed for whether the court's factual decision is supported by competent, substantial evidence, and the court's legal conclusion is reviewed de novo."

The decision by the Second District Court to affirm in this case is in direct contradiction to numerous District Court decisions in every district involving cases subject to the Florida Motor Vehicle Repair Act which supported the Motor Vehicle Repair Acts *Lucas Truck Service Company v. Hargrove*, 443 So.2d 260 (Fla. 1st DCA 1983) and *Meakin v. Dreier*, 209 So.2d 252 (Fla. 2nd DCA 1968).and *Osteen v. Morris,* 481 So.2d 1287 (Fla. 5 DCA 1986).

1. Requirement for a written estimate prior to the work being begun let alone completed
2. An invoice when the work is completed.
3. That the invoice does not charge for items and work not authorized by the customer.

"When a statute is clear, courts should consider the statute's plain and ordinary meaning unless it leads to an unreasonable result or a result clearly contrary to legislative intent." It should be obvious that the decision it affirmed were "clearly erroneous" on the face. See Applegate v.

Barnett Bank of Tallahassee, 377 So. 2d 1150, 1152 (Fla. 1979), "the absence of a transcript does not preclude reversal where an error of law is apparent on the face of the judgment," Chirino v. Chirino, 710 So. 2d 696, 697 (Fla. 2d DCA 1998).

F.S. 559.905 provides:

> "When any customer requests a motor vehicle repair shop to perform repair work on a motor vehicle, the cost of which repair work will exceed $100 to the customer, the shop shall prepare a written repair estimate, which is a form setting forth the estimated cost of repair work, including diagnostic work, before effecting any diagnostic work or repair. The written repair estimate shall also include the following items:

A review by the Supreme Court is necessary to maintain uniformity of decisions: See *OSTEEN V. MORRIS* No. 85-823 (Fla 5d DCA 1986) Unlike this instant case requested for review in Osteen v. Morris The trial court found that because of the shop's failure to comply with section 559.905(1) through (4), inclusive, a consumer act known as the "Florida Motor Vehicle Repair Act," the customer was not indebted to the shop. For the same reason of noncompliance with section 559.905, the court found the shop liable on the counterclaim for $700 ($750 - $50)[4] which the customer had paid the shop. *See Reynolds vs. Gorilla Motors Inc. (11 Fla. Weekly Supp. 1047 2004)* "Under Florida Law, a repair shop that fails to comply with Florida Statute 559.901 *et seq*. may not recover or retain the amount of the repair bil, despite the fact that the customer obtains benefit and the overall result appears unjust. *See e.g. Osteen v. Morris,* 481 So.2nd 1287 (FL. 5th DCA 1986); *Peres-Priego v. Bayside Carburator and Ignition Corporation,* 633 So. 2d 1190 (Fla. 5th DCA 1994). In fact in *Osteen*, the Court acknowledged that applying

559.901 may not ve a fair result, but noted "the legislature cannot help the consumer without endangering justice to the repairman in a given case"/ See *Osteen, supra*, at 1290. Therefore the Court erred when it applied the principle of quan*tum meruit* instead of applying the provisions of Florida Statute 559.901 et seq.

The only findings of fact in the original County Court Finial Judgment support a decision opposite to that of what was rendered. From County Court Hearing decision See Final Judgment pg. 1: In the Courts own ruling it indicates that there "was no agreement to paint the vehicles engine."

> **F.S. 559.920 Unlawful acts and practices.**
>
> It shall be a violation of this act for any motor vehicle repair shop or employee thereof to:
>
> (2) Make or charge for repairs which have not been expressly or impliedly authorized by the customer;

Yet the County Court goes on to state "Proper procedure was followed in issuing the lien." this despite the fact that there was no invoice as each work order including the one attached to the claimed lien and the version submitted with the Certificate of Compliance stated in bold print **"Estimate only, do not pay"** (all being presented to the Appellant/Petitioner after the "all work is completed"). Each version of the work order contained numerous line items not requested or authorized by the Plaintiff/Petitioner and all contained a line item for Shop Supplies not included in the original verbal estimate similar to that of Tire Kingdom, Inc. v. Dishkin, et al., 81 So. 3d 437 (Fla. 3d DCA 2011), reviewed by the Supreme Court of Florida.

The original verbal estimate did not mention shop fees, hazardous material disposal charge, or any other charge, including taxes.

> **F.S. 559.911** "The motor vehicle repair shop shall provide each customer, upon completion of any repair, with a legible copy of an invoice for such repair. The invoice may be provided on the same form as the written repair estimate and shall include the following information:

Each work order also includes a statement at the bottom on all three versions, "Original Estimate Amount $1,199.68" though the work order states $2,087.70. Both amounts are considerably more than the real original verbal estimate of $400. And "The amounts charged for the work performed do not appear to be facially unreasonable". Apparently the Honorable Scott Farr does not consider being charged for services and parts that were not requested or authorized and were not included in any written estimate "unreasonable".

"The history of the relationship, including the case at bar, indicates a course of conduct in which decisions are made orally, with neither party creating a record of discussions. While perhaps not the best method of conduction this type of business, the parties chose to interact in this fashion." It is also not that proscribed by "Florida Motor Vehicle Repair Act" (Sections 559.901-559.9221) shall be known and may be cited as the places numerous affirmative duties upon motor vehicle repair shops.

> **F.S. 559.905 provides:**
>
> "When any customer requests a motor vehicle repair shop to perform repair work on a motor vehicle, the cost of which repair work will exceed $100 to the customer, the shop shall prepare a written repair

> estimate, which is a form setting forth the estimated cost of repair work, including diagnostic work, before effecting any diagnostic work or repair. The written repair estimate shall also include the following items:

Bus Services Inc. v. Odom (3Fla. L. Weekly Supp. 1996) In this instant case it was not the parties' plural that chose to interact in this fashion, but the Defendant. And it is the repair facility not the customer who is under the obligation of the Florida Statutes to act otherwise. *Nora GONZALEZ, Appellant, v.TREMONT BODY AND TOWING, INC., Appellee. 483 So.2d 503 (1986)* On the authority of the well-considered decision in *Osteen v. Morris, 481 So.2d 1287 (Fla. 5th DCA 1986),*[1] we reverse the judgment awarded the appellee automobile repair shop on a quantum meruit basis notwithstanding its admitted failure to conform with the written repair estimate requirements contained in section 559.905 of the Motor Vehicle Repair Act, §§ 559.901, et seq., Fla. Stat. (1983). The cause is remanded for determination of the damages sustained by the appellant customer as a result of the shop's failure to return her vehicle because of her well-justified refusal to pay, § 559.909(5);[2] see Lucas Truck Service Co. v. Hargrove, 443 So.2d 260 (Fla. 1st DCA 1983), and of the costs and attorney's fees to which, as the prevailing party, she is entitled under section 559.923(1).[3] *Perez-Priego v. Bayside Carburetor and Ignition Corp.*, 633 So.2d 1190 (Fla. 5th DCA 1994) (consumer who is not given a written estimate may recover the amount of the repair bill and still retain the benefit of the repairs); *Gonzalez v. Tremont Body* and Towing, 483 So.2d 503 (Fla. 3rd DCA 1986) (award of damages quantum-meruit to automotive repair facility improper in light of its violation of consumer fraud statute); *See Pro-Line Collision, Inc. v. Primicerio*, 770 So. 2d 692 (Fla. 4th DCA 2000). The facts of this case are also quite similar to circumstances of this case before the court for review,

except that the 713.585(5) hearing was held in Circuit Court as per the FL Statute rather than in the County Court as the case at hand. "On December 15, 2000, Primicerion filed a motion for fees, costs and damages against United and Pro-Line Pursuant to chapters 559 and 713 of the Florida Statutes and pursuant to December 14, 1999 order. A hearing was held on the motion, and the court entered a final judgment in which it ordered Pro-Line to pay attorney's fees and costs, and stated that "damages arising out of Pro-Line Collision, Inc. wrongful detention" would be determined at another hearing." *See Lucas Truck Service Co V. Hargrove (443 So.2nd 260 Fl.App. 1 Dist. 1983),* The proper measure of damages in this case is an award for Hargrove's loss of use of the truck for the period of thirteen days during which Lucas refused to return the truck. A. Mortellaro & Co. v. Atlantic Coast Line R. Co., 91 Fla. 230, 107 So. 528 (1926). Hargrove is also entitled to return of the balance of his deposit in the sum of $1,668.75 plus interest from January 26, 1982, the date it was due. Hughes v. Irons, 370 So.2d 76 (Fla. 2nd DCA 1979). *IN RE ROYAL EUROPEAN MOTORS, INC., Bankr. Court, SD Florida 2010*

The Defendant, an automobile repair shop, wrongfully retained Plaintiff's vehicle for approximately seven (7) months.Whomever injures him (the Plaintiff) in the exercise of that right renders himself liable for consequent damage". *Meakin v. Dreier, 209 So.2d 252 (Fla. 2nd DCA 1968).* The Court in Meakin held, "The value of an article to its owner lies in his right to use, enjoy, and dispose of [the article]. There are the rights of property which ownership vests in him, and whether he, in fact, avails himself of his right or use does not in the least affect the value of his use." The Court on appeal affirmed the trial court's findings, awarding compensatory damages to the Plaintiff customer based upon loss of use. The Court held that the Plaintiff customer "introduced evidence of a loss of use for a substantial period of time", adding that, "the

total period of time involved is more than `nominal'. A loss of two weeks use of a car driven 800 miles in the three previous weeks plaintiff owned it is substantial." The uncontested testimony established per diem damages for loss of use of the vehicle at $12.95 per day. *See also Lucas Truck Service Company v. Hargrove, 443 So.2d 260 (Fla. 1st DCA 1983)* ("[t]he proper measure of damages in this case is an award for Hargrove's (Plaintiff's) loss of use of the truck for period of thirteen days during which Lucas (Defendant) refused to return the truck."). Accordingly, the Court finds that the Plaintiff was wrongfully deprived of the use of the automobile for 210 days through the date of the Final Hearing and is entitled to damages.

JEFF'S TRANSMISSIONS INC. DID NOT HAVE THE STANDING UNDER THE LAW TO CLAIM A LEIN AS THEY HAD NOT SUBSTANTIALLY COMPLIED WITH THE FLORIDA VEHICLE REPAIR ACT WHICH HAS BEEN SUPPORTED BY NUMEROUS DECISIONS IN SEVERAL DISTRICT COURTS INCLUDING THE SECOND.

> **"F.S. 559.920 Unlawful acts and practices.**
>
> It shall be a violation of this act for any motor vehicle repair shop or employee thereof to:
>
> (1) Make or charge for repairs which have not been expressly or impliedly authorized by the customer;"

1. No written estimate or disclosure form was provided of any kind prior to the beginning of work. The customer did not wave in writing his right to receive a written estimate. The first version of the "Work Order" was presented to the Petitioner/Plaintiff eight months after the car was brought in for service, during which time Jeff's Transmissions drove the car daily. The second version $1,002.76 higher was received by mail a full year after the car was brought in to have the flywheel changed. In fact the decision the County Court Finial Judgment though no Fl. Statute was listed, contains language the opposite of what is called for in the Motor Vehicle Repair Act. Answer to the question will benefit more parties than simply the present litigants.

2. This case is an important question throughout the state, not just in a single geographic area.

3. This case could affect hundreds of thousands of similar situations throughout the state.

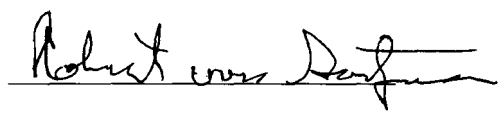
4. This is an issue has arisen frequently or and will not only continue to arise frequently in the future, but is more likely to increase as cars become more difficult and complicated for the owner to do his own repairs.

The unrepresented Florida Corporation sold the car to themselves for the amount of the "lien" before the hearing at a "Public Sale" for a small fraction of the cars $36,000 + worth and submitted no excess funds to the Circuit Court for the Petitioner/Plaintiff. Public records indicate they have taken some other thirty of customer's cars under similar modi operandi.This is precisely the sort of scenario that this Court's conflict jurisdiction is intended to address.

CONCLUSION

From this District Court's affirmation decision it appears that Business in Florida no longer are required to be represented by Counsel in Florida. This is an unexplained "PER CURIAM Affirmed decision rejecting an argument when another court or the same court accepts the identical argument and writes a reasoned opinion to support it. . Finally, the precedents set by this Court's decision will also affect this Court's future rulings on issues of the Florida Motor Vehicle Repair Act and the requirement that companies be represented by Counsel in Florida State Courts. This Court should review this matter because the SECOND DCA's opinion in this case has statewide impact to thousands of people.

Respectfully submitted,



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Tampa, FL

Email Bob@Jointsystems.us

Fax 703-636-1706

CERTIFICATE OF SERVICE

I HERBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE FORGOING

Petitioner's Jurisdictional Brief via email has been furnished by mail sent to Keith E. Hope, The Hope Law Firm, P.A. 4825 Trade Winds Dr. S., Gulfport FL 33711-3635 on July 11th, 2013.

Robert G .von Goetzman

APPENDIX

1. Petition for Writ of Certiorari to the Circuit Court Denied.

2. APPELLANT's motion for rehearing, rehearing en banc, clarification, certification and request for a written opinion denied.

3. Appellant's request for oral argument on motion for clarification, rehearing and or motion for rehearing en banc is denied

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

ROBERT G. VON GOETZMAN,

Petitioner,

v.

JEFF'S TRANSMISSIONS, INC.,

Respondent.

Case No. 2D12-1327

Opinion filed March 27, 2013.

Petition for Writ of Certiorari to the Circuit Court for the Thirteenth Judicial Circuit for Hillsborough County; sitting in its appellate capacity.

Robert G. Von Goetzman, pro se.

Keith E. Hope of The Hope Law Firm, P.A., Lakeland, for Respondent.

PER CURIAM.

Denied.

CASANUEVA, KELLY, and CRENSHAW, JJ., Concur.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
SECOND DISTRICT, POST OFFICE BOX 327, LAKELAND, FL 33802-0327

May 31, 2013

CASE NO.: 2D12-1327
L.T. No. : 10-23558

Robert G. Von Goetzman v. Jeff's Transmissions, Inc

Appellant / Petitioner(s), Appellee / Respondent(s).

BY ORDER OF THE COURT:

Appellant's motion for rehearing, rehearing en banc, clarification, certification and request for a written opinion is denied.

Appellant's request for oral argument on motion for clarification, rehearing and/or motion for rehearing en banc is denied.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

Served:

Robert Von Goetzman
Pat Frank, Clerk
Keith Hope, Esq.
Jeff's Transmissions, Inc.

me

James Birkhold
Clerk