

**IN THE SUPREME COURT OF FLORIDA
STATE OF FLORIDA**

CONNIE MCCALLUM-THOMPSON,

Petitioner,

SC CASE NO.: SC13-1433
Lower Tribunal No(s): 1D12-967,
2011-CA-1059

vs.

THE PRESERVE AT OAKLEAF PLANTATION
CONDOMINIUM ASSOCIATION, INC., et al

Respondent

_____ /

PETITIONER'S INITIAL BRIEF

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I.

STATEMENT OF THE CASE

This is a petition to ensure a vehicle of injustice is reversed and does not remain standing on appeal; voiding summary final judgment to foreclose; rendered, “*under extraordinary circumstances*”, by the Fourth District Court of Clay County, on January 23rd, 2012. Petitioner submits the lower tribunal failed to secure subject matter jurisdiction for summary judgment, pursuant Fla. R.Civ. P. Rule 1.510 and, otherwise, acted in a manner inconsistent with due process.

Subject matter jurisdiction has never been challenged or factually established on the record and said question can be raised at any time and is not time-barred. *DeClaire v. Yohanan*, 453 So. 2d 375 (Fla. 1984).

At present, this case involves a dispute between Oakleaf Plantation’s Homeowners’ Association and property owner Connie McCallum-Thompson who has consistently motioned the court to vacate and, otherwise, “void” summary judgment to foreclose against her homestead for the alleged dues of previous owners who already relinquished their property to foreclosure to satisfy said obligations to Respondent and others who should have been made whole accordingly, on August 10, 2010. The record shows Respondent was a participant, as noted, in the proceedings in which title changed hands, a “Certificate of Sale” was issued, and (by law) the “liable” party was determined.

The law, then, provided (yet) another opportunity for Respondent to object to a subsequent sale and title change by the “liable” party following foreclosure to

no avail; thereafter, Respondent consistently submitted erroneous and, thereby, inadmissible evidence (stating Petitioner is the purchaser at foreclosure, on August 10, 2010, and, thus, the “liable” party) before the court, which proceeded to rule without subject matter jurisdiction and with no credible evidence even despite the lack of standing to proceed in this case (See Exhibit A: Motion to Compel Complete Transcript; pp 2-5, “Certificate of Sale” (Exhibit A; Appendix No. 3)).

That, once title changed hands from “the previous owner” to the purchaser and “[other liable] unit owner” at foreclosure, the liable parties were already determined by law as “anybody who buys the property owes the dues” (R: Vol. 1, p. 96) noted Respondent’s own counsel and there is no reason why the association should receive a windfall at the expense of Petitioner’s homestead; given an erroneous claim and more evidence Respondent failed to secure service and other relevant notice pursuant to applicable statutes, effectively, depriving Petitioner of any meaningful access to either the facts or the court despite inadmissible evidence that is not allowed by law but is the basis for the lower tribunal ruling:

On January 23, 2012, the trial court granted Summary Final Judgment in favor of Respondent, allowing foreclosure though the HOA had *neither* met service requirements, pursuant to Fla. R. App. P 1.510 nor “set forth such facts as would be admissible” to entitle it to “summary judgment as a matter of law” (See Exhibit B: Appellant’s Motion to Vacate, dated June 5, 2013).

Subsequently, Petitioner received “new evidence” (See Exhibit C: Payment Coupon Book, dated May 2013, and note), which did not exist at the time of

judgment but further supports the initial motion to vacate and request for rehearing in dispute of summary judgment, dated January 2012; showing Petitioner could not have been properly notified by the address on the aforesaid “coupon book” and that, in fact, Petitioner has cause to believe there is (also) no credible witness who can testify to the alleged dues, fees, and attorneys’ expenses accumulated over four or more years prior to her purchase; otherwise, Respondent would have provided a more detailed record, i.e., an indisputable ledger, verified by a structured accounting system as opposed to amounts grouped by the thousands in contrast with the assessment of dues and Petitioner’s constitutional right to a credible claim.

Nonetheless, the record shows the lower tribunal continued to act with egregious departure from acceptable practices, simply, granting summary judgment despite both its own lack of subject matter jurisdiction and Respondent’s lack of competent evidence and standing, as shown by the record, including Petitioner’s “Amended Reply Brief”, dated November 12, 2012 (See Exhibit D); the “Motion to Compel Complete Transcript or, Alternatively, to Supplement the Record”, dated January 10, 2013 (See Exhibit A); and, most recently, “Appellant’s Response and Motion for Acknowledgment of Summary Final Judgment of Foreclosure as a ‘Void Judgment’”, dated July 18, 2013 (See Exhibit E); coupled with Petitioner’s counterclaim and the most recent newly discovered evidence forwarded to Petitioner from the previous owners and showing Respondent is (still) forwarding extremely relevant and important notices for Petitioner to the *wrong address*, i.e., that of the previous owners and “high bidder of the property”

(Compare Exhibit C to A; Appendix No. 3, “c/o Glenn Mee, Esq, P O Box 65417, Orange Park Fl 32065”)) as opposed to Petitioner’s documented residential address even after the aforesaid “Motion to Compel Complete transcript” and after claiming said owners don’t exist; further supporting Petitioner’s Motion to Vacate (dated January 2012), which disputes Respondent’s suit as completely erroneous and ask the court to grant a “rehearing”.

Consequently, neither the motion to supplement (dated January 10, 2013) nor any other correspondences directly reference the “payment coupon book” until on or about May 2013 or thereafter; showing newly discovered evidence of, yet, another due process violation as the records clearly support Petitioner’s concerns she has not been properly notified in many instances and, suddenly, the proof has materialized to show evidence Respondent never invoiced Petitioner at her own residence but addressed such notices to the “previous owner” instead.

Subsequently, the record shows extreme bias indicated by the court’s allowance of the inadmissible documents (See Exhibit D: Amended Reply Brief, dated November 12, 2012; pp 3(B), “Only competent evidence may be considered...”) and the testimony of Respondent’s counsel over Petitioner’s in its summary judgment decision culminating in the ensuing assessment of a five-thousand dollar property bond against an indigent party to stop foreclosure; despite evidence of an unverified suit and uncompromising counterclaim, including conflicting and newly discovered evidence Respondent continued to send notices to the wrong address further corroborating Petitioner’s position and demonstrating

both the court's lack of subject matter jurisdiction and Respondent's lack of standing and highlighting the negative impact and injury to massive homeowners when the court, simply, does not adhere to the "burden of proof" and other established practices, prompting a foreclosure crisis and increased appeals, solely, on the ease of unverified claims, including fraudulent and (otherwise) inadmissible documents used to deprive unwitting property owners of their homesteads.

In this case, the actual purchasers at foreclosure on August 10, 2010 (simply) became an inconvenient truth Respondent thought nothing of misrepresenting before the lower tribunal court in a "Statement of Undisputed Facts" (R. Vol: 1, pp 109, para 6) in which Respondent continued to document the false claim "[Petitioner] was the high bidder" at the time of foreclosure, on August 10, 2010, when the initial transfer of title occurred; depriving Petitioner of both an affirmative defense and dispute, including any future legal resolve despite a "genuine issue of material fact" Respondent knew, again, to be "disputed" but deliberately and falsely claimed otherwise as if Respondent believes the court will neither hear Petitioner or visit the original Certificate of Title, dated and filed with the court's seal; which shows, "*up to the time of transfer of title*" on August 10, 2010, Petitioner was not the purchaser at foreclosure nor is she liable for fees, allegedly, unpaid "*up to the time of transfer of title*" on August 10, 2010, pursuant to the applicable law and language¹.

Therefore, Respondent has no legal standing against Petitioner for fees incurred, again, "*up to the time of transfer of title*" on August 10, 2010, as she was

¹ "a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that come due up to the time of transfer of title..."

neither the purchaser or “unit owner” on that date and said fees, clearly, do not transfer to subsequent owners beyond the original foreclosure, as evident by the statute of limitations; effectively circumventing such an action, except as follows:

“A Unit owner, regardless of how his or her title has been acquired...is liable for all assessments which come due while he or she is the unit owner...”

Consequently, when the title changed hands at foreclosure, on August 10, 2010, the “high bidder” and purchaser became the “[“liable”] *unit owner...up to the time of transfer of title*”, again, on August 10, 2010. Petitioner, thereafter, is *only* liable for all assessments which come due “while” she is the unit owner and not “prior to”, as Respondent’s counsel states, nor “*up to the time of transfer of title*”, again, on August 10, 2010 as the liable parties had already been determined by law (See Exhibit D; pp 11-13) and Petitioner was *not* even eligible.

In fact, pursuant to the laws of resolution, the usual course and process of foreclosure (for Respondent’s claim to be made whole for fees incurred by the previous owners) has already taken place on August 10, 2010 and, under normal circumstances, is structured to be sufficient to resolve the debts of previous owners; preventing the arbitrary transfer of liability beyond the initial debt holder and subsequent purchaser, *noting*:

“[it] is without prejudice to any right the owner may have to recover from *the* previous owner the amounts paid by the owner.”

Furthermore, Fla. R. Civ. P 718.16 (9)(a) *states*, “*A unit owner may not be excused from Payment of the unit owner’s share of common expenses unless all*

other unit owners are likewise proportionately excluded from payment...” In other words, the law is clearly intended to be equitable, limiting liability to two parties, i.e., “a unit owner” and “the previous owner” in a very structured process; incorporating the rule of contributory negligence, equal protection, and (ultimately) encompassing those who’d have firsthand knowledge as opposed to proffering the selective enforcement of extending liability beyond an original foreclosure process.

Factor the statute of limitations and “*average length of homeownership*” (between six and ten years), as noted in a recent article, “Individual Tax Policy: The President’s New Deficit Proposal”, dated April 14, 2011 and the lower tribunal ruling, clearly, preferred inequitable gain; violating essential elements of constitutional law regarding due process and fair treatment to initiate a new process, beyond the original foreclosure against the actual debt-holder, only to make a mockery of the justice system in an arbitrary and, clearly, unintended application of the law; engaging the courts to foreclose again, against another homeowner, for the same debts incurred by the previous homeowner with whom Respondent was actively joined in foreclosure on August 10, 2010; knowing Petitioner’s obligation, by law, is indisputable: unit owners, in her case, are only liable for homeowner’s association fees incurred “*while*” they are the unit owner as the law has, effectively, circumvented any misconception the debts of previous owners were intended to be transferred and resolved beyond the initial debt holder and subsequent purchaser.

If allowed to stand, the opinions in this case would circumvent the legal

constructs put in place to protect individual rights, including the rules of civil procedure, due process, and evidentiary; skirting constitutional protections to, improperly, tilt the process in favor of the homeowners' association and showing extreme bias against Petitioner homeowner under the pretense of unpaid dues allegedly incurred by parties other than Petitioner.

Thereby, Petitioner has cause for concern the lower tribunal simply acted as a "kangaroo court"; rubber stamping foreclosure and denying such fundamental guarantees as the right to confront witnesses and to only competent evidence in such a ruling. *Daeda v. Blue Cross & Blue Shield of Fla., Inc.*, 698 So.2d 617, 618 (Fla. 2d DCA 1997); *Tunnell v. Hicks*, 574 So.2d 264, 266 (Fla. 1st DCA).

Yet, jurisdiction must be complete before a court can proceed judicially; including two opposing parties and the service of process pursuant to applicable statutes. However, in this case, the record shows the court deprived Petitioner of due process on numerous occasions; having neither subject matter jurisdiction nor any basis to rule judicially, until the Respondent/Plaintiff testifies in the face of insufficient service of process and inadmissible evidence as noted and disputed in Petitioner's counterclaim" and other motions reflecting substantial conflicts and extrinsic evidence of fraudulent documents filed with the court.

Furthermore, the principle is well established that the "slightest doubt as to the facts" renders summary judgment improper and that any judgment entered without due process is void.

Subsequently, in an effort to show the lower tribunal credible evidence from

its own records documenting the change of title on August 10, 2010 and obtain meaningful access to the courts, Petitioner filed a timely “Motion to Vacate Final Judgment”, the initial “Notice of Appeal” and brief, and other actions petitioning the court to grant “a Motion for rehearing...to Vacate Final Judgment, [as “void *ab initio*”and] enter an Order vacating the Final Judgment entered against her on January 23, 2012” (R: Vol. 1, p. 137-142, dated January 2012), as noted in the transcript, and most recently (See Exhibit E: Motion for Acknowledgment of Void Judgment) showing both the lack of subject matter jurisdiction and due process violations, including but not limited to the lack of sufficient notice, also, reflected by new evidence which continues to support Petitioner’s claim she was never invoiced or provided many other notices forwarded to the wrong address belonging to the previous owners and not to Petitioner’s documented residence, culminating in the lower tribunal assessing a five thousand dollar property bond against Petitioner for Respondent’s blatant disregard and, subsequently, orchestrating the dismissal of appeals which continued to come in for the non-payment of fees, even in the face of numerous applications and motions for insolvency and disregarding the impact and implication of the lower tribunal court’s exclusion of such pertinent parts of the record in a transcript the lower tribunal falsely claimed to be complete.

As a result, Petitioner has cause to believe the current state of jurisprudence shows substantial bias towards Respondent; culminating in sufficient prejudice to deprive her of both her rights to due process and meaningful access to the courts, though basic tenets of civil procedure and constitutional law have not been met.

II.

SUMMARY OF THE ARGUMENT

Both the lower tribunal court and the First DCA improperly denied motions to vacate final judgment, pursuant to Fla. R. Civ. P. 1.540(b), which provides in pertinent part: "On motion and upon such terms as are just, the court may relieve a party...from a final judgment...for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial or rehearing; (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) that the judgment or decree is void; or (5) that... it is no longer equitable that the judgment or decree should have prospective application...This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment...or proceeding or to set aside a judgment or decree for fraud upon the court."

Subsequently, Petitioner provided sufficient evidence the lower tribunal made lots of mistakes, including but not limited to those shown in Petitioner's Motion to Vacate and Dismiss, the Motion to Compel Complete Transcript, and the original "certificate of sale" (Exhibit A; Appendix No. 3), with authenticating seal showing Petitioner was not "the successful purchaser at the foreclosure sale" as claimed (R: Vol. 1, pp. 31, para 8; and pp. 86) and that, in fact, despite being consistently informed Petitioner was not receiving notifications, the association continued to notify Petitioner at the previous owner's address (See Exhibit C:

Payment Coupon Book, dated May 2013, and note) and would not be “timely” received.

Consequently, as oppose to notifying Petitioner at her own address, Respondent either forwarded notifications to the address listed on the aforesaid newly discovered evidence by “inadvertence” or deliberately; while “vigorously” arguing Petitioner’s “default”. Either way, Respondent erred, clearly prejudicing the court; culminating in the assessment of a five-thousand dollar property bond against Petitioner, a party known to be indigent.

Thereby, in the face of increasing evidence including the original certificate of sale for the actual “purchaser(s) at...foreclosure” and new evidence of insufficient service offering further proof of the court’s lack of subject matter jurisdiction and Respondent’s lack of standing , the absence of a fair hearing only undermines public confidence in the integrity and impartiality of the judiciary; creating a strong appearance of impropriety and inferring the court is, perhaps, engaged in prohibited foreclosure practices (in this case) orchestrated to obstruct Petitioner’s efforts to stop foreclosure during the appeal of a debt she neither accumulated nor was she ever billed at her own address but said debt was, in fact, incurred by previous owners for a period of four or more years prior to Petitioner’s purchase as Respondent, then, addressed notices intended for Petitioner but forwarded to the previous owners post office box as shown, again, by “newly discovered evidence [i.e., the attached “payment coupon book”]”, which Petitioner is just receiving as of late May 2013; more evidence in conflict with Respondent’s

claim (R: Vol. 1, pp. 86) and reflecting a, clear, lack of both due process and subject matter jurisdiction as petitioner was never invoiced for homeowners' association fees, served liens, or many other notifications as required by law.

Instead, Petitioner was deprived of her due process rights, because (as shown by the attached "payment coupon book", dated May 2013, and in the record of transcript (R: Vol. 1, pp. 99) reflecting the "difficulties" regarding "receipt of information", the association at times "refused to provide" Petitioner with the necessary "information"; contributing to the failed receipt of numerous notifications, timely or otherwise, as (again) noted in the record of transcript.

That, later, the association would even argue for dismissal of Petitioner's appeal by and through its counsel, noting that "Summary Final Judgment entered in the underlying action was rendered on January 23, 2013. R: Vol 1, p. 128-132" and that Petitioner "filed a notice of appeal...' thirty-one days after rendition of the Summary Final Judgment on February 23, 2012. R: Vol. 1, pp. 134-135".

Respondent goes on to state "the Court's jurisdiction is not invoked unless the notice is actually *filed* within thirty days of rendition of the order being appealed. *Thigpen v. Ash*, 45 So. 3d 547, 547-548 (Fla. 1st DCA 2010)" and that "Florida Rule of Appellate Procedure 9.020(i) provides that '[a]n order is rendered when a signed, written order is filed with the clerk of the lower tribunal" and that the "rendition" date is the filing date, "not the recording date. *Costo v. Casto*, 404 So. 2d 1046 (Fla. 1981) (noting that "[t]he 1977 revision explicitly changed the definition of 'rendition' so that it no longer refers to the recording of a judgment

and now refers to its filing.)”

On that note, the association should not expect any special treatment in that the same rules and laws it reasons are sufficient to dismiss Petitioner’s appeal are no less adequate in rendering Summary Final Judgment to Foreclose “void” when subject matter jurisdiction is “not invoked”; although Respondent was not successful in its argument after Petitioner revealed said appeal was (in fact) “hand delivered”(R: Vol. 1, pp. 145) to the lower tribunal court on an earlier date; which, then, was noted “filed” with the First DCA on February 23, 2012, R: Vol. 1, pp. 134; though by March 6, the lower tribunal had, somehow, erroneously noted (R: Vol. 1, pp. 143) and filed in the record of transcript a statement that “[a] Notice of Appeal has not been filed with [its] office”. See Notice; R: Vol. 1, pp. 135.

Whether “mistake[s]”, “inadvertence”, “excusable neglect”, or “fraud”, the original court filing contained duplicitous documents and arguments, while others were mishandled; creating substantial harm to Petitioner, enough to culminate in the hindrance of her constitutional rights and obstruct meaningful access to the courts with extremely negative impact as Respondent was able to secure affirmative relief for four or more years of previous owners’, alleged, dues to the detriment of Petitioner without jurisdictional standing and regardless of the merits.

In fact, “evidentiary conflicts [consistently] show [Respondent] misrepresented the facts, including but not limited to stating, pursuant to Fla. R. Civ. P., Rule 1.510, Respondent “moves for summary judgment” when, in truth, it had neither ‘serve[d] the motion *at least* 20 days before the time fixed for the

hearing', as required...nor did it 'set forth such facts as would be admissible in evidence'. Thereby, as of January 23, 2012, Respondent had *not* met requirements entitling it to 'summary judgment as a matter of law'" and, as argued by its counsel, did not have subject matter jurisdiction.

Accordingly, Respondent's counsel notes "Summary Final Judgment reflects that it was *filed* by the clerk of the lower tribunal on January 23, 2012. R: Vol. 1, pp.128." The "Notice of Hearing", however, wasn't filed until January 5, 2012. R: Vol. 1, pp. 124; thereby, the Notice was served seventeen days before the time fixed for hearing and not the required "*20 days before*"; making service of process insufficient for subject matter jurisdiction, pursuant to Fla. R. Civ. P., Rule 1.510.

JURISDICTIONAL ARGUMENT

This Court should exercise jurisdiction, pursuant to Fla. R.App. P. 1.540(b), 1.420(b), 9.030(a), for the purpose of doing substantial justice by relief from a void judgment, in this case, Summary Final Judgment to Foreclose.

III.

ARGUMENT

A. The First DCA'S Denial Conflicts with Opinions of Other Courts and Constitutional Law

There is express and direct conflict between both the lower tribunal and First DCA's decisions here and the Third DCA Court's in *Shields v. Flinn*, 528 So. 2d 967, 968 (Fla. 3d DCA 1988); the U.S. Supreme Court in *Fed Rules Civ. Proc.*, Rule 60(b)(4), 28 U.S.C.A.; U.S.C.A. Const Amend. 5; *Klugh v. U.S.*, 620

F.Supp. 892 (D.S.C. 1985); and in the Fla. R. Civ. P. 1.540; cases that stand for the proposition that “[j]udgment is void...if court that rendered [it] lacked jurisdiction of the subject matter...or acted” inconsistent with due process”.

In *Shields*, the Court held relief from a void judgment may be granted at any time. 528 So. 2d 967, 968 (Fla. 3d DCA 1988); see *Kennedy v. Richmond*, 512 So. 2d 1129, 1130 (Fla. 4th DCA 1987); *Falkner v. Amerifirst Fed. Sav. & Loan Ass’n*, 489 So. 2d 758, 759 (Fla. 3d DCA 1986) and in both the U.S. Supreme Court, Fed R.Civ.P., Rule 60(b)(4) and Fla. R. 1.540(b)(4), relief is provided.

In fact, the “rule authorizing a court on motion to relieve a party or a legal representative from a final judgment or order for any reason justifying relief is to be liberally applied in a proper case, that is, in a case involving extraordinary circumstances or extreme hardship. *U. S. v. Ciriaco*, C.A.2 (N.Y.) 1977, 563 F.2d 26, on remand 92 F.R.D. 483. See, also, *Marquette Corp. v. Priester*, D.C.S.C.1964, 234 F.Supp. 799; *U.S. v. \$3,216.59 in U.S. Currency*, D.C.S.C.1967, 41 F.R.D. 433. Subd. (b)(4) to (6) of this rule that court may relieve party from final judgment if it is void, if it is no longer equitable that judgment should have prospective application or for any other reason justifying relief from operation of judgment, is to be liberally construed to carry out purpose of avoiding enforcement of erroneous judgment. *Blanchard v. St. Paul Fire & Marine Ins. Co.*, C.A.5 (Fla.) 1965, 341 F.2d 351, certiorari denied 86 S.Ct. 66, 382 U.S. 829, 15 L.Ed.2d 73. This rule should be liberally construed for purpose of doing substantial justice. *In re Hankins*, N.D.Miss.1973, 367 F.Supp. 1370. See, also,

Fackelman v. Bell, C.A.Ga.1977, 564 F.2d 734; Radack v. Norwegian America Line Agency, Inc., C.A.N.Y.1963, 318 F.2d 538; Triplett v. Azordegan, D.C.Iowa 1977, 478 F.Supp. 872; Tann v. Service Distributors, Inc., D.C.Pa.1972, 56 F.R.D. 593, affirmed 481 F.2d 1399. This rule establishing requirement for granting relief from a final judgment or order is to be given a liberal construction. U. S. v. One clause: Although this rule providing for relief from judgment is not substitute for appeal and finality of judgments ought not be disturbed except on very narrow grounds, liberal construction should be given this rule to the end that judgments which are void or are vehicles of injustice not be left standing. Brennan v. Midwestern United Life Ins. Co., C.A.7 (Ind.) 1971, 450 F.2d 999, certiorari denied 92 S.Ct. 957, 405 U.S. 921, 30 L.Ed.2d 792. A claim for relief from judgment on the basis of "any other reason justifying relief from operation of the judgment" is cognizable where there is evidence of extraordinary circumstances or where there is evidence of extreme hardship or injustice, and, once extraordinary circumstances or hardship is found, this rule is to be liberally applied to accomplish justice. U. S. v. McDonald, N.D.Ill.1980, 86 F.R.D. 204."

B. Only Competent Evidence May be Considered in Ruling on a Motion for Summary Judgment

The record of transcript shows that, as of "August 9, 2011", Respondent claimed "[Petitioner] owes Plaintiff \$18,879.04 for unpaid assessments" (R: Vol 1, pp. 4, para 13) accumulated in less than *one* year after her purchase.

Petitioner would like to note the aforesaid "assessment" is not for some

luxury accommodation but a small three bedroom apartment condo in Orange Park, Florida. In comparison, the previous owners accumulated "\$10,200.00" from "November 2006 through the assessment due August 1, 2010" (R: Vol. 1, pp. 86, para 4), according to Respondent; implying the assessment accrued against Petitioner is at an implausible rate of four or more times that of previous owners.

Subsequently, Respondent releases a trove of inadmissible evidence:

Attached as one Exhibit to Respondent's Motion for Summary Judgment is a letter, dated February 17, 2011, (R: Vol, 1, pp. 90) which was neither signed nor notarized though purportedly sent to Petitioner and considered in the lower tribunal court's decision for summary judgment.

A second letter, while signed by Chris Hallam and notarized, is dated November 18, 2008 (R: Vol. 1, pp. 226) and, clearly, contradicts claims by the association the previous owner is liable for unpaid fees as far back as "November 2006"; the date noted in the aforesaid correspondence, dated September 8, 2010 (R: Vol. 1, pp. 86), also, considered by the lower tribunal court in support of summary judgment in favor of Respondent; though contradicted by the Certificate of Sale. (Exhibit B; Appendix No. 2). In fact, the "second letter" shows a lien assessed against the previous owner, Adrienne Cairns, showing fees from "November 2006" up to "March 2007" were already satisfied.

Instead, pursuant to Fla. R. 1.540(b)(2), "newly discovered evidence which ...could not have been discovered in time to move for a new trial or rehearing" shows Respondent continued to forward notices intended for Petitioner to the

previous owners' address throughout the matter; ignoring Petitioner's persistence before the court that she was never invoiced by Respondent (R: Vol. 1, pp. 111, para 13 & pp. 112, para d) and had not received many notices, which neither Respondent nor the court took seriously, continuing to forward notices in error and compelling Petitioner to ask the First DCA to "sanction"² Respondent for failing to invoice her, while claiming *she* "failed to timely pay assessments" (R: Vol 1, pp. 31; para 11) only to discover Respondent forwarded notices to the wrong address.

Further, while the association had occasion to attach an "Affidavit of Indebtedness in Support of Final Judgment", the lack of admissible evidence is gut wrenching, under the circumstances; serving only to magnify other discrepancies in Respondent's claim; consequently, the record now shows reversal is warranted as said affidavits filed in support and in opposition to summary judgment, clearly, conflict regarding "liable" parties "*up to the transfer of title*" on August 10th, whether the court has subject matter jurisdiction, amounts actually incurred by previous owners and dates, and why Respondent accumulated fees for Petitioner at four times the rate of previous owners whom they deny exist (R: Vol. 1, pp. 109, para 6);^{3,4} raising more red flags.

Subsequently, Respondent continues to claim Petitioner "was the high bidder for [her] property" (R: Vol. 1, pp. 31; para 8) from its claim documents to

²Petitioner's Amended Reply Brief, dated November 30, 2012: "For the above-stated reasons, Appellant request this honorable court reverse Summary Judgment and order payment of homeowners' association fees beginning either from the date of this court's order or upon her first and *only* invoice, yet to be received, in this matter, as a sanction and that Appellee invoice Appellant by email notification, as provided below, once every month and in advance of fees due; providing a receipt and any other relief the court deems equitable."

³"On August 10, 2010, Thompson purchased a condominium unit...". In fact, said unit was purchased by ⁴"Dari Homes, LLC...(1/3 interest); GBW Holdings, LLC...(1/3 interest); and Designer Homes of Florida, LLC...(1/3 interest); c/o Glenn Mee, Esq...to whom the property was sold..."(See Exhibit A; App No. 3).

the first line, pg 2, of its "Answer Brief" and erroneous "Statement of the Facts"^{3,4}; leading Petitioner to concede said misrepresentations are indeed deliberate.

Conclusion

Accordingly, it is requested this honorable Court invoke its jurisdiction, pursuant to Fla. R. App. P. 1.540(b), 1.420(b), 9.030(a) to reverse the decision of the lower tribunal and void Final Summary Judgment to Foreclose.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that all documents attached to this brief and appendix are authentic and a true and correct copy of the foregoing has been furnished to Cristine Russell, Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, JAX, FL 32207, by U.S. Postal service this 23rd day of August 2013.

CERTIFICATE REGARDING FONT

The undersigned further certifies the font used herein is Times New Roman 14-point, in accordance with Rule 9.210(a)(2), Florida Rules of Appellate Procedure.

Respectfully submitted,



Connie C. Thompson, pro se
785 Oakleaf Plantation Pkwy,
Unit#1423
Orange Park, Florida 32065
Cthom_online@yahoo.com
(617)894-9837

**IN THE SUPREME COURT OF FLORIDA
STATE OF FLORIDA**

CONNIE MCCALLUM-THOMPSON,

Petitioner,

SC CASE NO.: SC13-1433

Lower Tribunal No(s): 1D12-967,
2011-CA-1059

vs.

THE PRESERVE AT OAKLEAF PLANTATION
CONDOMINIUM ASSOCIATION, INC., et al

Respondent

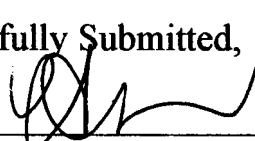
APPENDIX TO PETITIONER'S INITIAL BRIEF

CONNIE C. THOMPSON, pro se
785 Oakleaf Plantation Pkwy, #1423
Orange Park, FL 32065
Tel: (617) 894-8937

**INDEX OF APPENDIX TO PETITIONERS' JURISDICTIONAL
BRIEF**

- A. Petitioner's Motion to Compel Complete Transcript, dated January 10, 2013, containing relevant documents in related appeal
- B. Petitioner's Motion to Vacate Final Judgment, dated June 5, 2013
- C. "Newly discovered evidence", pursuant to Fla. R. Civ. P. 1.540(b):
 - a. Copy of "The Preserve at Oakleaf Plantation" payment coupon book cover with Petitioner's name but addressed to previous owners who were "the highest and best bidder for cash" at the foreclosure on August 10, 2010; contrary, to Respondent's claim and supporting documents.
 - b. Copy of two actual coupons, dated May and June 2013 with "note", but (again) addressed to previous owners, as indicated on the attached "Certificate of Sale" (App No. 3) included with Motion to Compel.
 - c. Copy of envelope, from Designer Homes II LLC, containing aforesaid "payment coupon book" and bearing the same address noted on the aforesaid "actual coupons" and "payment coupon book"; showing Petitioner was not given notice and, thereby, did not receive due process.
- D. Petitioner's Amended Reply Brief, dated November 12, 2012; same matter.
- E. Petitioner's Motion to Acknowledge "Void Judgment", dated July 18, 2013.

Respectfully Submitted,



CONNIE C. MCCALLUM-THOMPSON
785 Oakleaf Plantation Blvd, #1423
Orange Park, Florida 32065
(617)894-9837

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing appendix has been furnished Cristine M. Russell, Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, JAX, Florida 32207 on this Aug 23, 2013; by U.S. postal service.



CONNIE C. MCCALLUM-THOMPSON

EXHIBIT "A"



IN THE DISTRICT COURT OF APPEAL
OF THE STATE OF FLORIDA
FIRST DISTRICT

CONNIE MCCALLUM-
THOMPSON,

Petitioner

vs.

Lower Tribunal No(s): 1D12-3660
2011-1059-CA

THE PRESERVE AT
OAKLEAF PLANTATION,
ETC., ET AL.

Respondent

**MOTION TO COMPEL COMPLETE TRANSCRIPT OR,
ALTERNATIVELY, TO SUPPLEMENT THE RECORD**

COMES NOW the Petitioner, CONNIE MCCALLUM-THOMPSON ("Appellant"), pursuant to Fla.R.App.P.9.200(f)(2), and respectfully moves the Court to compel the lower tribunal for issuance of a complete transcript or, alternatively, for an order allowing Appellant to supplement the record on appeal. In support thereof, Appellant states:

1. When the aforesaid record was prepared, initially, Appellant did not receive a copy (R: Vol II, p 00381); subsequently, a cursory review of the recital submitted January 4, 2012) shows a partial transcript, contrary to Appellant's instructions to the clerk (R: Vol I, p. 00136; Vol II, p. 00252; and App. No. 1, dated December 13, 2012)¹ and, clearly, insufficient to address the issues on appeal.

I. NOTICE OF APPEAL

2. For example, while the record indicates a “Notice of Appeal has not been filed with our office” (R: Vol. 1, p. 143; dated March 6, 2012), conflicts abound (R: Vol. 1, pp. 00134 and 00162) in that Appellee has (consistently) claimed even in its Answer Brief that Appellant had *not* “timely” filed said notice²; thereby, excluding the aforesaid record (See App. No. 2) showing said document was, indeed, “HD TO [the] 4th DISTRICT” [timely] on February 21st, 2012 (though, again, reportedly filed on “February 23rd” (R: Vol. 1, pp. 190-192)) is a discrepancy Appellant, clearly, has cause to believe might render the record inadequate or, otherwise, insufficient to ameliorate the harsh consequences to Appellant of both an improper Summary Judgment and a corresponding review should the aforesaid motion be denied.

II. CERTIFICATE OF SALE

3. That according to Appellee’s counsel, on May 20, 2011, “anybody who buys the property owes the dues” (R: Vol. 1, p. 00096)³, pursuant to Florida statutes (R: Vol. 1, pp 00040-00041, para H; and R: Vol. 1, p. 00031, para 10)^{3,4}.

¹“please forward the full record, including but not limited to *all* documents and exhibits filed in the circuit court regarding the above entitled matter to the Clerk of the First District Court of Appeal; pursuant to Rule 9.200, *excluding none*.”

²“The prior appeal of the summary final judgment was not timely, and this subsequent appeal does not present any issue on appeal separate and apart from the summary final judgment.”

³“A Unit owner, regardless of how his or her title has been acquired...is liable for all assessments which come due *while* he or she is the unit owner...”

Consequently, Appellant parts company with the aforesaid claim, noting while the record shows Appellant has not contested the aforesaid law³ regarding her *own* association dues, "which come due *while...she is the unit owner...*"³, stating:

"upon being made aware of these fees (clearly) we would like to began paying the above noted monthly assessment of \$245.00; until such time as the entire matter can be resolved" (R: Vol. 1, p. 00099, dated May 17, 2011, 7:02 AM) and "to who do we make said payment of [our own] monthly fees?" (R: Vol. 1, p. 00099)

Appellee, on the other hand, targets Appellant's homestead for both the *paid* and allegedly *unpaid* fees of previous owners "up to the time of transfer of title..." at foreclosure, on August 10, 2010; under the color of law⁴.

Thereby, Appellant submits only a complete transcript or, alternatively, allowing supplements to said record will do as both the aforesaid allowance of Summary Judgment, a (subsequent) property bond imposed against the indigent Appellant, under the circumstances, and said missing papers demonstrate the negative impact of discrepancies, perceived or otherwise, to Appellant throughout this matter; based (solely) on Appellee's erroneous claims Appellant "took title" of her homestead "on August 30, 2010 resulting from a foreclosure sale at which [Appellant] was the high bidder..." (R: Vol. 1, p. 003; para 8) and that as informed by Appellee's counsel "the property records show that [Appellant] bought the property at the foreclosure sale and not from anyone else" (R: Vol. 1, p. 00097);

⁴"Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that come due *up to* the time of transfer of title..."

though there was *no* foreclosure sale scheduled for the aforesaid property on either the date Appellant purchased her homestead or on August 30, 2010.

That, in fact, “the [excluded] property records show” said “foreclosure sale” and “transfer of title”⁴ actually occurred on August 10, 2010 and that (indeed) the aforesaid claim is based on “assessments that came due *up to* the time of transfer of title”⁴, again, on the aforesaid date of August 10, 2010, pursuant to Florida Statutes (R: Vol. 1, p 0041)⁴, statements made in Appellee’s initial claim letter to Appellant (R: Vol. II, p 00225), and according to the aforesaid statement by Appellee’s counsel that “anybody who buys the property owes the dues”, which did not come due “while”³ Appellant was the “unit owner”³ but *prior* to; which supports Appellant’s defense that said claim by Appellee is inherently erroneous in that the previous and “successful purchaser at the foreclosure sale”, according to Appellee (R: Vol. II, p. 00225), again, on August 10, 2010 (See App. No. 3), assumes liability by law, as opposed to Appellant, as shown by both the date of Appellant’s payment (See App. No. 4, the continuation page referencing said property/payment (R: Vol 1, p 00102)) and the actual Certificate of Sale (See App. No. 3, dated August 10, 2010); ironically, excluded from the record though (clearly) provided the lower tribunal and noted in Appellant’s Motion to Vacate Final Judgment (R: Vol. 1, pp. 00139-00140; para 11 and 13, dated January 27th, 2012), citing “the conflict in dates between the foreclosure sale and the date of [Appellant’s]

purchase...” as shown in records submitted to the lower tribunal court and in Appellant’s Initial Brief (R: Vol. 1, pp. 00170-00171; Statement of the Facts, dated March 21, 2012).

Thereby, Appellant deems the aforesaid “papers” necessary to her affirmative defense in that said documents show conflicts by which the aforesaid Summary Judgment is, clearly, reversible as Appellee’s claims are indisputably erroneous.

III. DEFENDANT’S FINANCIAL AFFIDAVITS

4. That while the aforesaid records include a “Certificate of Clerk” statement said record is “a Correct Transcript of the records of the case of PRESERVE AT OAKLEAF PLANTATION VS. CONNIE THOMPSON and a true and correct recital and a copy of *all such papers* and proceedings...as it appears from the records and files of my office” it is, in fact, neither a “correct recital” nor a complete record (R: Vol I, p. 00136 ; Vol. II, p. 252; and App. No. 1, dated December 13, 2012, “excluding none”) of “all such papers”; including but not limited to the following stamped “received” copies excluded from the record:

APPLICATION(S) FOR DETERMINATION OF CIVIL INDIGENT STATUS, dated “received” or (otherwise) referenced in the record on Oct 6, 2011; **March 13, Jun 25, Jul 5, and Jul 30, 2012 (See App. No. 5 – 9);** which Appellant deems necessary in comprehending the court’s assessment of fees, including but not limited to the aforesaid property bond of \$5,000.00, plus fees.

5. That as Appellant has the burden to furnish the necessary record, pursuant to the aforesaid "instructions to the clerk", a "full transcript" should be ordered; including but not limited to notices of returned mail notifications, along with the aforesaid papers and any other documents, as portions of the current transcript have (clearly) been excluded. Fla. R.App. P. 9.200(b)(1).

6. As authority for this motion, appellant relies on rule 9.200(f)(2), which provides in material part that "no proceeding shall be determined because the record is incomplete until an opportunity to supplement the record has been given." According to this rule, the court must allow the moving party an opportunity to supplement the record. *Starks v. Starks*, 423 So. 2d 452 (Fla. 1st DCA 1982); *Brice v. State*, 419 So. 2d 749 (Fla. 2d DCA 1982).

7. Appellant contacted appellee's counsel on January 8, to determine whether she has any objections to this motion. Appellee's counsel has stated she objects.

Wherefore, Appellant respectfully moves this honorable court for an order demanding the complete transcript or, alternatively, allowing her to supplement the record on appeal by including the aforesaid omitted papers.

Respectfully Submitted,



CONNIE C. MCCALLUM-THOMPSON
785 Oakleaf Plantation Blvd, #1423
Orange Park, Florida 32065
(617)894-9837

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished Attorney Cristine M. Russell, Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, Jacksonville, Florida 32207, by U.S. Postal Service and electronic email, on this 10th day of January, 2013.



CONNIE C. MCCALLUM-THOMPSON

APPENDIX NO. "1"

Subject: Instructions to the Clerk; mailed December 13, 2012

From: Connie Thompson (cthom_online@yahoo.com)

To: jettj@clerk.co.clay.fl.us;

Date: Thursday, December 13, 2012 5:38 PM

December 13, 2012

Hon. James Jett, Clerk
Clerk of Circuit Court
825 N Orange Ave
P.O. Box 698
Green Cove Springs, FL 32043

RE: Connie Thompson v. The Preserve at Oakleaf Plantation etc. et al.
Case Number: 1D12-3660; Lower Case Number: 2011-1059-CA

Dear Hon. James Jett, Clerk:

As Clerk of the Court, please forward the full and complete record, including but not limited to all documents and exhibits filed in the circuit court regarding the above entitled matter to the Clerk of the First District Court of Appeal; pursuant to Rule 9.200, excluding none.

The record should, also, include an index to the record on appeal; prepared and provided on or before January 4, 2012, as instructed by the 1DCA, in an effort to ensure a fair and extensive review.

I would ask that you, also, forward any transcripts regarding the matter, except my "verbal" request to have the hearing recorded was denied; therefore, please provide the aforesaid (again), "excluding none", including but not limited to Appellant's Motion for Telephonic Hearing.

Subsequently, your assistance is greatly appreciated. Should you have any questions, please feel free to contact me at (617)894-9837.

Sincerely,
Connie Thompson

PS: While I have not been provided a copy of the record on appeal, prior to this request, I submit that you (also) supply me said copy in an effort to verify the full and complete record is being submitted to both the 1DCA and Supreme Court in their most pertinent review of this matter as it is my intent that we find out, definitively, why Summary Judgment to Foreclose was allowed.

"Blessed is he who comes in the name of the Lord"
Psalm 118:26; Matthew 21:9; Matthew 23:39; Mark 11:9; Luke 13:35;
John 12:13

APPENDIX NO. "2"



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIRST DISTRICT

Case No.: 2011-1059-CA

THE PRESERVE AT OAKLEAF)
PLANTATION CONDOMINIUM)
ASSOCIATION, INC., et al)
Appellee,)
vs.)
CONNIE THOMPSON)
Appellant)

NOTICE OF APPEAL

NOTICE IS GIVEN that Connie Thompson, Appellant, appeals to the First District Court of Appeals the order of this court, rendered February 23, 2012; pursuant to Florida Rule 9.020(h); 9.110(d), and 9.160(c). The nature of the order is a final order in foreclosure on summary judgment.

Dated the 21st day, February, 2012

Connie Thompson, pro se
785 Oakleaf Plantation Pkwy, #1423
Orange Park, FL 32065
(617)894-9837

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was mailed to William S. Frazier, Esquire, Appellee's attorney, on February 21, 2012 at 1919 Blanding Blvd, Suite 8, Jacksonville, Florida 32210.

This red stamp and signature certifies this 1 page document is a copy of the original on file in the office of:

James B. Jett
Clerk of Circuit Court
Clay County, Florida



CONNIE THOMPSON

HD To
4th District

APPENDIX NO. "3"

8/10/2010 1:45 PM James B. Jett Page 1

IN THE CIRCUIT COURT OF
CLAY COUNTY, FLORIDA

CASE NO.: 2007-CA-001155
DIVISION

Citimortgage Inc PLAINTIFF

VS

John Doe Pettibone; Jane Doe; Unknown Spouse; Adrienne Cairns; Oakleaf Plantation West Property
Owners Associatio; Mortgage Electronic Registration Systems Inc; The Preserve At Oakleaf Plantation
Condominium Ass DEFENDANT

CERTIFICATE OF SALE

The undersigned clerk of the court certifies that notice of public sale of the property described in the order or final judgment was published in Clay Today, a newspaper circulated in Clay County, Florida, in the manner shown by the proof of publication attached and on August 10, 2010, the property was offered for public sale to the highest and best bidder for cash. The highest and best bid received for the property was submitted by Dari Homes, LLC, 2185 Walker Glen Ln, Jacksonville Fl 32246 (1/3 interest); GBW Holdings, LLC, 1730 Kingsley Ave, Suite F, Orange Park Fl 32073 (1/3 interest); and Designer Homes of Florida, LLC, P O Box 65417, Orange Park Fl 32065 (1/3 interest); c/o Glenn Mee, Esq, P O Box 65417, Orange Park Fl 32065 to whom the property was sold for the amount of \$27,355.00. The proceeds of the sale are retained for distribution in accordance with the order or final judgment.

WITNESS my hand and the seal of this court on 8/10/2010

JAMES B. JETT
As Clerk of the Court

(Seal)



BY:

Amel Harrison
As Deputy Clerk

APPENDIX NO. "4"

--- On Mon, 8/16/10, CEE CEE <cbabygirl38@yahoo.com> wrote:

From: CEE CEE <cbabygirl38@yahoo.com>
Subject: Wire \$32,772.83 to the following account for Real Estate Transaction
To: martha.blay@afncr.af.mil
Date: Monday, August 16, 2010, 11:29 AM
WIRE TO:

WACHOVIA BANK
1567 KINGSLEY AVENUE
ORANGE PARK, FLORIDA 32073
PHONE#: (904)278-1400

ABA#: 063000021

ACCT NAME:
FLORIDA BAR IOTA BY
THOMAS C. SANTORO
1700 WELLS ROAD, SUITE 5
ORANGE PARK, FLORIDA 32073
PHONE#: (904)278-8713
TRUST ACCOUNT II

ACCOUNT#: 2116420024972

IN FULL PAYMENT OF PURCHASE AGREEMENT, INCLUDING BUT
NOT LIMITED TO COST AND FEES FOR THE FOLLOWING
RESIDENTIAL PARCEL:

12-04-24-007869-026-63; LOCATED @ 785 Oakleaf Plantation,
Bldg#14, Unit 1423 (Case# 2007-1155-CA); DEEDED TO Connie C.
McCallum-Thompson

APPENDIX NO. "5"

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

CASE NO. 11-CA-1059

Plaintiff/Defendant or in the Interest Of

THE PRESERVE AT OAKLEAF / CONNIE MCALLUM-THOMPSON
Defendant/Respondent

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1 I have 0 dependents. (Include only those persons you list on your U.S. Income tax return)
Are you Married? No Does your Spouse Work? No Annual Spouse Income? \$ N/A

2 I have a net income of \$ 0 paid () weekly () every two weeks () semi-monthly () monthly () yearly () other
N/A
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3 I have other income paid () weekly () every two weeks () semi-monthly () monthly () yearly () other N/A
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job Yes \$ N/A (No)
Social Security benefits Yes \$ (No)
For you Yes \$ (No)
For child(ren) Yes \$ (No)
Unemployment compensation Yes \$ (No)
Union payments Yes \$ (No)
Retirement/pensions Yes \$ (No)
Trusts Yes \$ N/A (No)

Veterans' benefits Yes \$ N/A (No)
Workers compensation Yes \$ (No)
Income from absent family members Yes \$ (No)
Stocks/bonds Yes \$ (No)
Rental income Yes \$ (No)
Dividends or interest Yes \$ (No)
Other kinds of income not on the list Yes \$ (No)
Gifts Yes \$ N/A (No)

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: (Circle "Yes" and fill in the value of the property, otherwise circle "No")

Cash Yes \$ (No)
Bank account(s) Yes \$ 100 (No)
Certificates of deposit or money market accounts Yes \$ (No)
Boats Yes \$ (No)

Savings account Yes \$ (No)
Stocks/bonds Yes \$ (No)
Homestead Real Property Yes \$ 60K (No)
Motor Vehicle Yes \$ IN DISREPAIR & NOT IN MY NAME (No)
Non-homestead real property/real estate Yes \$ (No)

*show loans on these assets in paragraph 5

Check one: X DO () DO NOT expect to receive more assets in the near future. The asset is Household furnishings, child support, travel expenses, vehicle placed in my name

5. I have total liabilities and debts of \$ 200K as follows: Motor Vehicle \$ 200 Home \$ 500 Other Real (TORTURE)
Property \$ 60K Child Support paid direct \$ N/A Credit Cards \$ N/A Medical Bills \$ 2000 Cost of medicines (monthly) \$ 500
Other \$ 2000 OR MORE (STUDENT LOANS)

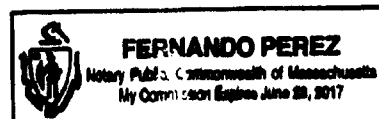
6. I have a private lawyer in this case. Yes (No)

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S. or s. 775.083, F.S. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 10th day of Oct, 20 11.
9/30/11
Date of Birth: 10/3/1990 Driver's License or ID Number

785 Oakleaf Plantation Blvd #1423, OP, FL 32065
Address, P.O. Address, Street, City, State, Zip Code

Signature of Applicant for Indigent Status
Print Full Legal Name CONNIE MCALLUM-THOMPSON
Phone Number 617-894-9537



CLERK'S DETERMINATION

Based on the information in this Application, I have determined the applicant to be () Indigent () Not Indigent, according to s. 57.082, F.S.

Dated this _____ day of _____, 20____

Clerk of the Circuit Court by _____

This form was completed with the assistance of _____

Clerk/Deputy Clerk/Other authorized person.

APPLICANTS FOUND NOT TO BE INDIGENT MAY SEEK REVIEW BY A JUDGE BY ASKING FOR A HEARING TIME. THERE IS NO FEE FOR THIS REVIEW.

Sign here if you want the judge to review the clerk's decision _____

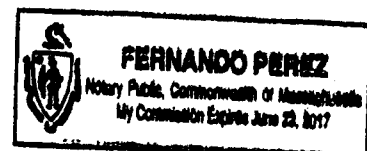
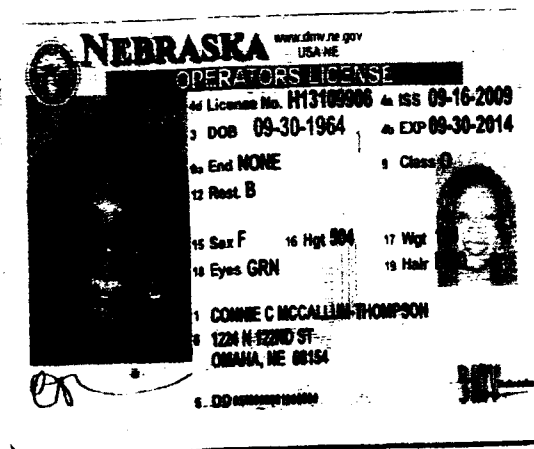
STATE OF MASSACHUSETTS
COUNTY OF ESSEX

SWORN TO and subscribed before me
day of October, 2011.

Connie McCallum-Thompson this OK
[Signature]
Deputy Clerk/Notary Public

9/28/11

Complete every line on
Application - have a
notary sign on back of
document - Make a
copy of your driver's
license and mail
with counterclaim
back to Clerk's office
for processing. D.P.



APPENDIX NO. "6"

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

THE PRESERVE AT OAKLEAF

CASE NO. 11-CA-1059

Plaintiff/Petitioner or in the Interest Of

vs. CANDICE THOMPSON

Defendant/Respondent

EMERGENCY MOTION TO STOP FORECLOSURE SALE
APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions. THE COURTS HAVE CREATED CIRCUMSTANCES BY WHICH I CANNOT PAY!

1. I have 0 dependents. (Include only those persons you list on your U.S. Income tax return. NAMED CALEB AND SARAI THOMPSON)
Are you Married? Yes (No) Does your Spouse Work? Yes No Annual Spouse Income? \$ N/A

2. I have a net income of \$ 0 paid weekly every two weeks semi-monthly monthly yearly other N/A
(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid weekly every two weeks semi-monthly monthly yearly other N/A
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Veterans' benefits.....	Yes \$ <u>N/A</u>	<u>(No)</u>
Social Security benefits			Workers compensation.....	Yes \$ <u>N/A</u>	<u>(No)</u>
For you.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Income from absent family members.....	Yes \$ <u>N/A</u>	<u>(No)</u>
For child(ren).....	Yes \$ <u>N/A</u>	<u>(No)</u>	Stocks/bonds.....	Yes \$ <u>N/A</u>	<u>(No)</u>
Unemployment compensation.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Rental income.....	Yes \$ <u>N/A</u>	<u>(No)</u>
Union payments.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Dividends or interest.....	Yes \$ <u>N/A</u>	<u>(No)</u>
Retirement/pensions.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Other kinds of income not on the list <u>FOOD ALLOWANCE</u>	Yes \$ <u>200</u>	<u>No</u>
Trusts.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Gifts.....	Yes \$ <u>N/A</u>	<u>(No)</u>

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: (Circle "yes" and fill in the value of the property, otherwise circle "No")

Cash.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Savings account.....	Yes \$ <u>N/A</u>	<u>(No)</u>
Bank account(s).....	Yes \$ <u>N/A</u>	<u>No</u>	Stocks/bonds.....	Yes \$ <u>N/A</u>	<u>(No)</u>
Certificates of deposit or money market accounts.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Homestead Real Property.....	Yes \$ <u>LOOKS</u>	<u>No</u>
Boats.....	Yes \$ <u>N/A</u>	<u>(No)</u>	Motor Vehicle.....	Yes \$ <u>NOT OPERABLE</u>	<u>No</u>
			Non-homestead real property/real estate.....	Yes \$ <u>N/A</u>	<u>(No)</u>

*show loans on these assets in paragraph 5

Check one: (DO) BUT ONLY IF I CAN GET THE COURTS TO ENFORCE LAWS, ORDERS; IT'S BEEN DIFFICULT
(DO NOT) expect to receive more assets in the near future. The asset is HOUSEHOLD FURNISHINGS, CHILD SUPPORT, RETIREMENT, TRAVEL EXPENSES, VEHICLE PLACED IN MY NAME

5. I have total liabilities and debts of \$200K as follows: Motor Vehicle \$ 200, Home \$ 500, Other Real (STORAGE) Property \$ 600, Child Support paid direct \$ N/A, Credit Cards \$ N/A, Medical Bills \$ 2000, Cost of medicines (monthly) \$ 500, Other \$ 2000 OR MORE (STUDENT LOANS) *MOST (99% of these debts) INCURRED DUE 2 CHILD CUSTODY CASE

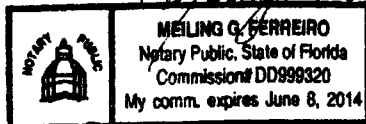
6. I have a private lawyer in this case..... Yes (No)

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S. or s. 775.083, F.S. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 13th day of MARCH, 2012.
9-30-104
Date of Birth 11/31/09906
Driver's License or ID Number

Signature of Applicant for Indigent Status
Print Full Legal Name CANDICE C. MCCALLUM-THOMPSON
Phone Number: 617-894-9837

785 Oakleaf Plantation Pkwy Unit 1423
Address, P.O. Address, Street, City, State, Zip Code
Orange Park, FL 32065



HAND DELIVERED

APPENDIX NO. "7"

IN THE CIRCUIT/COUNTY COURT OF THE 4th JUDICIAL CIRCUIT
IN AND FOR CLAY COUNTY, FLORIDA

CASE NO. 11-CA-1059/1D12-0967

THE PRESERVE AT OAKLEAF PLANTATION CONDO ASSOC

Plaintiff/Petitioner or in the Interest Of

vs. CONNIE MCCALLUM-THOMPSON

Defendant/Respondent

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. I have 0 dependents. (Include only those persons you list on your U.S. Income tax return.)

Are you Married? Yes No Does your Spouse Work? Yes No Annual Spouse Income? \$ N/A

2. I have a net income of \$ 0 paid () weekly () every two weeks () semi-monthly () monthly () yearly () other N/A

(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid () weekly () every two weeks () semi-monthly () monthly () yearly () other N/A
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job	Yes \$	N/A	No	Veterans' benefits	Yes \$	N/A	No
Social Security benefits	Yes \$	0	No	Workers compensation	Yes \$	0	No
For you	Yes \$	0	No	Income from absent family members	Yes \$	0	No
For child(ren)	Yes \$	0	No	Stocks/bonds	Yes \$	0	No
Unemployment compensation	Yes \$	0	No	Rental income	Yes \$	0	No
Union payments	Yes \$	0	No	Dividends or interest	Yes \$	0	No
Retirement/pensions	Yes \$	0	No	Other kinds of income not on the list	Yes \$	200	No
Trusts	Yes \$	N/A	No	Gifts	Yes \$	N/A	No

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: (Circle "yes" and fill in the value of the property, otherwise circle "No")

Cash	Yes \$	100	No	Savings account	Yes \$	N/A	No
Bank account(s)	Yes \$	N/A	No	Stocks/bonds	Yes \$	60K	No
Certificates of deposit or money market accounts	Yes \$	N/A	No	Homestead Real Property	Yes \$	N/A	No
Boats	Yes \$	N/A	No	Motor Vehicle	Yes \$	NOT OPERABLE	No
				Non-homestead real property/real estate	Yes \$	N/A	No

*show loans on these assets in paragraph 5

Check one: I () DO NOT expect to receive more assets in the near future. The asset is HOUSEHOLD FURNISHINGS, CHILD SUPPORT, RETIREMENT, TRAVEL EXP, VEHICLE PLACED IN MY NAME

5. I have total liabilities and debts of \$200K as follows: Motor Vehicle \$200, Home \$500, Other Real (STORAGE) Property \$600, Child Support paid direct \$N/A, Credit Cards \$N/A, Medical Bills \$200, Cost of medicines (monthly) \$0

Other \$200K OR MORE (STUDENT LOANS) * 99% COURT IMPOSED DEBT TO NO AVAIL & DESPITE UNEMPLOYMENT SINCE 2008

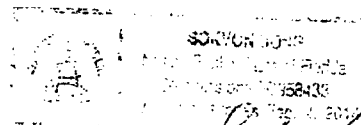
6. I have a private lawyer in this case. Yes No

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S. or s. 775.083, F.S. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 25th day of JUNE, 2012.
973-1964
Date of Birth
H131C9906
Driver's License or ID Number

785 Oakleaf Plantation Blvd #1423, OP, FL 32065
Address, P.O. Address, Street, City, State, Zip Code

Signature of Applicant for Indigent Status
Print Full Legal Name Connie McCallum-Thompson
Phone Number: 617-894-9837



APPENDIX NO. "8"

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

THE PRESERVE AT OAKLEAF PLANTATION CONDO ASSOC.

CASE NO. 11-CA-1059

Plaintiff/Petitioner or in the Interest Of

vs. CONNIE MCCALLUM-THOMPSON

Defendant/Respondent

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. I have 0 dependents. (Include only those persons you list on your U.S. Income tax return, BUT DO HAVE TWO UNDERAGE CHILDREN
Are you Married? Yes (No) Does your Spouse Work? Yes No Annual Spouse Income? \$ N/A

2. I have a net income of \$ 0 paid () weekly () every two weeks () semi-monthly () monthly () yearly () other
N/A

(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid () weekly () every two weeks () semi-monthly () monthly () yearly () other N/A
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job Yes \$ N/A No
Social Security benefits
For you Yes \$ No
For child(ren) Yes \$ No
Unemployment compensation Yes \$ No
Union payments Yes \$ No
Retirement/pensions Yes \$ No
Trusts Yes \$ N/A No

Veterans' benefits Yes \$ N/A No
Workers compensation Yes \$ No
Income from absent family members Yes \$ No
Stocks/bonds Yes \$ No
Rental income Yes \$ No
Dividends or interest Yes \$ N/A No
Other kinds of income not on the list FORD ACCESS Yes \$ 200 No
Gifts Yes \$ N/A No

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: (Circle "yes" and fill in the value of the property, otherwise circle "No")

Cash Yes \$ 15.00 No
Bank account(s) Yes \$ APPROX 8100 No
Certificates of deposit or money market accounts Yes \$ N/A No
Boats Yes \$ N/A No

Savings account Yes \$ N/A No
Stocks/bonds Yes \$ N/A No
Homestead Real Property Yes \$ 60K No
Motor Vehicle NOT OPERABLE Yes \$ N/A No
Non-homestead real property/real estate Yes \$ N/A No

*show loans on these assets in paragraph 5

HOWEVER, HAVE NOT BEEN ABLE TO GET COURTS TO ENFORCE ITS OWN ORDERS EVEN FOR CONTEMPT
Check one: (X) DO () DO NOT expect to receive more assets in the near future. The asset is HOUSEHOLD GOODS, CHILD SUPPORT, RETIREMENT, TRAVEL EXP, VEHICLE PLACED IN MY NAME

5. I have total liabilities and debts of \$200K as follows: Motor Vehicle \$200 Home \$500 Other Real (STORAGE)
Property \$600 Child Support paid direct \$N/A Credit Cards \$N/A Medical Bills \$2000 Cost of medicines (monthly) \$0

Other \$2000 OR MORE (STUDENT LOANS) *99% COURT IMPOSED DEBT, UNDER THE COLOR OF LAW; DESPITE UNEMPLOYMENT SINCE 2003

6. I have a private lawyer in this case. Yes (No)

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S. or s. 775.083, F.S. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 5 day of July, 2012
9-30-1964 Date of Birth
H1310890CC Driver's License or ID Number

Signature of Applicant for Indigent Status
Print Full Legal Name CONNIE MCCALLUM-THOMPSON
Phone Number 677-994-9837

785 OAKLEAF PLANTATION BLVD #1423, OP, FL 32065
Address, P.O. Address, Street, City, State, Zip Code

ROS CARPAGNO
Notary Public, State of Florida
Commission# DD832215
My comm. expires Oct. 19, 2012

County of Duval
On this 5 day of July 2012 person appeared before
Connie McCallum-Thompson produced

APPENDIX NO. "9"

IN THE CIRCUIT/COUNTY COURT OF THE 4th JUDICIAL CIRCUIT
IN AND FOR CLAY COUNTY, FLORIDA

The Preserve at Oakleaf Plantation, Condominium Assoc. CASE NO. SC12-679; 2011-CA-1059
Plaintiff/Petitioner or In the Interest Of

vs. Connie C. McCallum-Thompson
Defendant/Respondent

APPLICATION FOR DETERMINATION OF CIVIL INDIGENT STATUS

Notice to Applicant: If you qualify for civil indigence you must enroll in the clerk's office payment plan and pay a one-time administrative fee of \$25.00. This fee shall not be charged for Dependency or Chapter 39 Termination of Parental Rights actions.

1. I have 0 dependents. (Include only those persons you list on your U.S. Income tax return.) plus two children: Caleb & Sarah
Are you Married?...Yes (No) Does your Spouse Work?...Yes...No Annual Spouse Income? \$ N/A
2. I have a net income of \$ 0 paid () weekly () every two weeks () semi-monthly () monthly () yearly () other

(Net income is your total income including salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered payments such as child support.)

3. I have other income paid () weekly () every two weeks () semi-monthly () monthly () yearly () other 0
(Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")

Second Job	Yes \$ <u>N/A</u> <u>(No)</u>	Veterans' benefits	Yes \$ <u>N/A</u> <u>(No)</u>
Social Security benefits		Workers compensation	Yes \$ <u>N/A</u> <u>(No)</u>
For you	Yes \$ <u>N/A</u> <u>(No)</u>	Income from absent family members	Yes \$ <u>N/A</u> <u>(No)</u>
For child(ren)	Yes \$ <u>N/A</u> <u>(No)</u>	Stocks/bonds	Yes \$ <u>N/A</u> <u>(No)</u>
Unemployment compensation	Yes \$ <u>N/A</u> <u>(No)</u>	Rental income	Yes \$ <u>N/A</u> <u>(No)</u>
Union payments	Yes \$ <u>N/A</u> <u>(No)</u>	Dividends or interest	Yes \$ <u>N/A</u> <u>(No)</u>
Retirement/pensions	Yes \$ <u>N/A</u> <u>(No)</u>	Other kinds of income not on the list <u>Food Asst.</u>	Yes \$ <u>200</u> <u>(No)</u>
Trusts	Yes \$ <u>N/A</u> <u>(No)</u>	Gifts	Yes \$ <u>N/A</u> <u>(No)</u>

I understand that I will be required to make payments for fees and costs to the clerk in accordance with §57.082(5), Florida Statutes, as provided by law, although I may agree to pay more if I choose to do so.

4. I have other assets: (Circle "yes" and fill in the value of the property, otherwise circle "No")

Cash	Yes \$ <u>0</u> <u>(No)</u>	Savings account	Yes \$ <u>N/A</u> <u>(No)</u>
Bank account(s)	Yes \$ <u>0</u> <u>(No)</u>	Stocks/bonds	Yes \$ <u>N/A</u> <u>(No)</u>
Certificates of deposit or money market accounts	Yes \$ <u>0</u> <u>(No)</u>	Homestead Real Property <u>Currently in foreclosure</u>	Yes \$ <u>60K</u> <u>(No)</u>
Boats	Yes \$ <u>0</u> <u>(No)</u>	Motor Vehicle	Yes \$ <u>N/A</u> <u>(No)</u>
		Non-homestead real property/real estate	Yes \$ <u>N/A</u> <u>(No)</u>

*show loans on these assets in paragraph 5

Check one: I () DO X DO NOT expect to receive more assets in the near future. The asset is _____

5. I have total liabilities and debts of \$25K as follows: Motor Vehicle \$ N/A Home \$27K approx Other Real Property \$ N/A Child Support paid direct \$ N/A Credit Cards \$ N/A Medical Bills \$6000 Cost of medicines (monthly) \$VARIES
Other \$2-3K Student Loans; Bond Loan \$5,090; Loans to help in child custody case \$200K

6. I have a private lawyer in this case..... Yes No

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 57.082, F.S. commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S. or s. 775.083, F.S. I attest that the information I have provided on this application is true and accurate to the best of my knowledge.

Signed this 30th day of July, 2012
9-30-64
Date of Birth 9-30-64 Driver's License or ID Number 1H13109901

Connie C. McCallum-Thompson
Signature of Applicant for Indigent Status
Print Full Legal Name Connie C. McCallum-Thompson
Phone Number 607-384-9837

785 Oakleaf Plantation Blvd #1423, 09, FL 32015
Address, P O Address, Street, City, State, Zip Code

2012 JUL 30 AM 10:37

EXHIBIT "B"



IN THE DISTRICT COURT OF APPEAL, FIRST DISTRICT
STATE OF FLORIDA

THE PRESERVE AT OAKLEAF PLANTATION
CONDOMINIUM ASSOCIATION, INC., et al

Plaintiff/Appellee

CASE NO: 1D12-3139
L.T. No.: 2011-1059-CA

vs.

Connie McCallum-Thompson, et al

Defendant/Appellant

**APPELLANT'S MOTION TO VACATE FINAL JUDGMENT, DISMISSING
APPELLEE'S CLAIM FOR MISREPRESENTATION OR OTHER MISCONDUCT
AND, ALTERNATIVELY, FOR STAY OF FORECLOSURE PROCEEDINGS PENDING
PETITION FOR CERTIORARI**

Appellant, CONNIE MCCALLUM-THOMPSON ("Thompson"), pursuant to Rule 1.540(b) and 1.420(b), Florida Rules of Appellant Procedure, files this Motion to Vacate Final Judgment for misrepresentation and other misconduct or, alternatively, for a Stay of Foreclosure Proceedings pending cert and as grounds therefore states the following:

Procedural Background

1. On January 5, 2012, Appellee filed a Motion for Summary Judgment, including but not limited to a Notice of Hearing, scheduled January 23, 2012; both showing prima facie evidence of service computing from January 3, 2012.
2. Consequently, evidentiary conflicts show Appellee misrepresented the facts, including but not limited to stating that "pursuant to Rule 1.510, Florida Rules of

Civil Procedure, [Appellee] moves for summary judgment” when, in fact, it did neither “serve the motion *at least* 20 days before the time fixed for the hearing”, as required pursuant to Fla.R.App.P 1.510, nor did Appellee “set forth such facts as would be admissible in evidence”. Thereby, as of January 23, 2012, Appellee had *not* met requirements entitling it to “summary judgment as a matter of law”.

3. Subsequently, the lower tribunal court relied on the misrepresentations and Summary Final Judgment was filed by the clerk on January 23, 2012 (R: Vol. 1, pp. 128), just three (3) days after Thompson received notice of both the motion and hearing (See App#1, Delta Airlines Itinerary, dated Jan 20, 2012); rendering summary judgment premature, pursuant to both Fla.R.App.P 1.510 and 1.080, which states “[e]very pleading subsequent to the initial pleading, all orders, and every other document filed in the action must be served in conformity with the requirements of Florida Rule of Judicial Administration 2.516.”

4. Consequently, Appellee failed to comply with service requirements and did not fulfill its “burden of notice”, as indicated in Thompson’s Motion to Vacate Final Judgment and for rehearing, dated January 27, 2012 (R: Vol. 1, pp. 141; line #20) and “[a]ny party may move for dismissal of an action or of any claim against that party for failure of an adverse party to comply with these rules or any order of court”, pursuant to Fla.R.App.P 1.420(b).

5. Appellee goes on to misrepresent the evidence, stating “there are no genuine

issues of material fact and that The Preserve is entitled to summary judgment as a matter of law...' (R: Vol. 1, pp. 108); again, despite failing to meet "service requirements" and falsely claiming in its "STATEMENT OF UNDISPUTED FACTS" (R: Vol. 1, pp. 109) that "Thompson was the high bidder for the property", proffering "Exhibit 'A'" (R: Vol. 1, pp. 085; recorded August 31, 2010) and referencing the "certificate of sale in this action on August 10, 2010", as oppose to providing the actual "certificate of sale" (App#2); "a material fact", contradicting said claim, in support of Appellant's affirmative defense of "waiver" and "selective enforcement", which Appellee knew to be in dispute.

6. That Appellee's reference to "Exhibit 'A'", shows "no objections to the sale", inferring Appellee "waived" fees incurred by previous owners; leading Thompson to believe, "up to the time of transfer of title", her purchase agreement "in full payment...including but not limited to cost and fees for [said] residential parcel", covered all "fees" (App#3) as oppose to allowing liability above and beyond her proportion of fault.

7. That both the aforesaid conflicting and other new and extrinsic evidence cancel out Appellee's claim; showing the facts of the case had not been sufficiently developed (See Kimball v. Publix Super Markets, Inc., 901So.2d 293, 295 (Fla. 2d DCA 2005)) and leaving no "facts [that] would be admissible in evidence".

8. That, in fact, Appellee based its claim on the “rule of joint and several liability”, which is neither fair, nor rational in this case, because it circumvents Appellant’s counterclaim of negligence and fails at an equitable distribution, pursuant to Fla. Stat. § 768.81, which states “[t]he court shall enter judgment against each party liable on the basis of such party's percentage of fault and not on the basis of the doctrine of joint and several liability”; further “[b]ar[ring] application of the rule of joint and several liability, where the plaintiff is at fault, and where the defendant is 10% or less at fault” as noted in this case.

9. Consequently, the record shows that Appellant has a good faith basis for questioning whether granting Summary Judgment is, in fact, proper in this matter; given both Thompson’s counterclaim and the conflicting record of false and fraudulent documents alleging erroneous dates and outrageous assessments that appear to contradict even the associations’ declaration of covenants regarding guaranteed assessments that cannot be either authenticated or cured in the absence of competent evidence.

Requests for Relief

9. Thompson requests this court vacate the lower court’s order for summary judgment in foreclosure in favor of Appellee, because the Motion for Summary Judgment does not meet the service requirements and for lack of competent evidence for cure, thereby, summary judgment is premature.

9. Alternatively, Thompson requests a stay of all foreclosure proceedings, pending petition for certiorari.

WHEREFORE, Appellant respectfully requests the Court vacate the lower courts order granting summary judgment in foreclosure and dismiss Appellee's claim with prejudice or, alternatively, a stay of foreclosure proceedings, pending appeal.

Respectfully submitted on Tuesday, June 5, 2013.



CONNIE C. MCCALLUM-THOMPSON
Cthom_online@yahoo.com
785 Oakleaf Plantation Blvd, #1423
Orange Park, Florida 32065
(617)894-9837

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished Cristine M. Russell, via electronic mail and postal service to Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, Jacksonville, Florida 32207 on this 5th day of June, 2013.



CONNIE C. MCCALLUM-THOMPSON

Subject: Hotwire Flight Purchase Confirmation - C. McCallum-Thompson Jacksonville 01/20/12
From: Hotwire Customer Care (support@hotwire.com)
To: cbabygirl38@yahoo.com;
Date: Wednesday, January 18, 2012 11:18 AM

Hotwire

App # 1
Original
6/5/12

Delta Air Lines confirmation code: G1HXJN - Your flight is confirmed.
Hotwire Itinerary: 7707230916

Dear cbabygirl38,

Thank you for booking your travel with Hotwire. Please note that all bookings are final and no changes or refunds are allowed. We've saved this information in your account. To view this saved information or print a single page receipt for your trip, sign in to your account. You do not need to reconfirm with the airline(s) or Hotwire.

For your trip:

- 1 Print this page and take it with you when traveling. You have an e-ticket and will not receive a paper ticket.
- 2 Before your flight, check in with the airline to obtain a boarding pass.
- 3 Additional fees may apply for baggage. For information about seat assignments, baggage fees, or special requests, check the airline's site.

Trip Details



Hotwire Hot Rate
All flight times are local

Hotwire

Trip

Flight 1701, departs at 9:45 AM

From: Boston, MA (BOS)
Map
Departs: Fri, Jan 20, 2012 at
9:45 AM

To: Atlanta, GA (ATL)
Arrives: 12:45 PM on Fri, Jan
20, 2012
(3hr 0min)



Delta Air Lines
Boeing 757-200
Check flight status
Baggage fee policy

With our partner TripIt, you can
combine all your trip details into
one master itinerary.

Add to TripIt ▶

Layover: Atlanta
(0hr 55min)

Flight 2297, departs at 1:40 PM

From: Atlanta, GA (ATL)
Departs: Fri, Jan 20, 2012 at
1:40 PM

To: Jacksonville, FL (JAX)
Arrives: 2:49 PM on Fri, Jan
20, 2012
(1hr 9min)



Delta Air Lines
Boeing 757-200
Check flight status

Contact information

Flight
Delta Air Lines
1-800-221-1212
Confirmation code: G1HXJN

Total trip time: 5hr 4min

You do not need to reconfirm

8/10/2010 1:45 PM James B. Jett Page 1

IN THE CIRCUIT COURT OF
CLAY COUNTY, FLORIDA

CASE NO.: 2007-CA-001155
DIVISION

*App #2
See Authenticating Seal
Lef
8/5/13*

Citimortgage Inc PLAINTIFF

VS

John Doe Pettibone; Jane Doe; Unknown Spouse; Adrienne Cairns; Oakleaf Plantation West Property
Owners Associatio; Mortgage Electronic Registration Systems Inc; The Preserve At Oakleaf Plantation
Condominium Ass DEFENDANT

CERTIFICATE OF SALE

The undersigned clerk of the court certifies that notice of public sale of the property described in the order or final judgment was published in Clay Today , a newspaper circulated in Clay County, Florida, in the manner shown by the proof of publication attached and on August 10, 2010 , the property was offered for public sale to the highest and best bidder for cash. The highest and best bid received for the property was submitted by Dari Homes, LLC, 2185 Walker Glen Ln, Jacksonville Fl 32246 (1/3 interest); GBW Holdings, LLC, 1730 Kingsley Ave, Suite F, Orange Park Fl 32073 (1/3 interest); and Designer Homes of Florida, LLC, P O Box 65417, Orange Park Fl 32065 (1/3 interest); c/o Glenn Mee, Esq, P O Box 65417, Orange Park Fl 32065 to whom the property was sold for the amount of \$27,355.00. The proceeds of the sale are retained for distribution in accordance with the order or final judgment.

WITNESS my hand and the seal of this court on 8/10/2010

JAMES B. JETT
As Clerk of the Court

(Seal)



BY:

Amel Harrison
As Deputy Clerk

--- On Mon, 8/16/10, CEE CEE <cbabygirl38@yahoo.com> wrote:

From: CEE CEE <cbabygirl38@yahoo.com>
Subject: Wire \$32,772.83 to the following account for Real Estate Transaction
To: martha.blay@afncr.af.mil
Date: Monday, August 16, 2010, 11:29 AM
WIRE TO:

*App #3
Authenticated by transcript
Vol 1, pg 102
EF
6/5/13*

WACHOVIA BANK
1567 KINGSLEY AVENUE
ORANGE PARK, FLORIDA 32073
PHONE#: (904)278-1400

ABA#: 063000021

ACCT NAME:
FLORIDA BAR IOTA BY
THOMAS C. SANTORO
1700 WELLS ROAD, SUITE 5
ORANGE PARK, FLORIDA 32073
PHONE#: (904)278-8713
TRUST ACCOUNT II

ACCOUNT#: 2116420024972

IN FULL PAYMENT OF PURCHASE AGREEMENT, INCLUDING BUT NOT LIMITED TO COST AND FEES FOR THE FOLLOWING RESIDENTIAL PARCEL:

12-04-24-007869-026-63; LOCATED @ 785 Oakleaf Plantation, Bldg#14, Unit 1423 (Case# 2007-1155-CA); DEEDED TO Connie C. McCallum-Thompson

EXHIBIT "C"

THE PRESERVE AT OAK LEAF PLANTATION CA
STELLAR PROPERTIES OF NORTH FLORIDA, INC
2800 HARTLEY ROAD
JACKSONVILLE, FL 32257

Unit No.
OPRE1423
OPRE1423

+ 0406646 000004346 050100-0060313-0000767462-0000139-012

CONNIE MCCALLUM THOMPSON
PO BOX 65417
ORANGE PARK FL 32065-0007



BB&T Association Services
PAYMENT COUPON BOOK

UNIT NO.

OPRE1423

Do not mail correspondence
with your payment. For
questions about your
account, please contact
your management company
or association.

Look inside for important information on making your association payment. When available to the association, instructions are included in the coupon book on how to sign up for ACH, Association Pay, an automatic way to make your payment and instructions when making your payment using an online bill pay service.

Our office has
contact your Homeowners
Association and
have your address
corrected.

Thank You
NE FL
Property Mgmt

MAKE CHECKS PAYABLE TO:
THE PRESERVE AT OAK LEAF PLANTATION CA
MAIL PAYMENT TO:
P O BOX 628207
ORLANDO, FL 32862-8207

EXHIBIT C(a)

EXHIBIT C(b)

PAYMENT NO. 05/01/13 DUE DATE OPRE1423 UNIT NO. 00001 ASSOC NO 254.00 AMOUNT DUE	BB&T ASSOCIATION SERVICES 15005056331 CONNIE MCCALLUM THOMPSON PO BOX 65417 ORANGE PARK FL 32065	PAYMT NO: 5 BILL PAY ACCOUNT NO: 15005056331 SERIAL NO: OPRE1423 ASSOC NO: 00001 UNIT NO: OPRE1423 DUE DATE: 05/01/13 AMOUNT DUE: \$254.00	AMOUNT ENCLOSED \$ CHECK NO. <input type="text"/> MONTHLY ASSESSMENTS 785-1 OAKLEAF PLANT PWKY 423
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8920715005056331OPRE1423110000167145399900000254004

PAYMENT NO. 05/01/13 DUE DATE OPRE1423 UNIT NO. 00001 ASSOC NO 254.00 AMOUNT DUE	BB&T ASSOCIATION SERVICES 15005056331 CONNIE MCCALLUM THOMPSON PO BOX 65417 ORANGE PARK FL 32065	PAYMT NO: 6 BILL PAY ACCOUNT NO: 15005056331 SERIAL NO: OPRE1423 ASSOC NO: 00001 UNIT NO: OPRE1423 DUE DATE: 05/01/13 AMOUNT DUE: \$254.00	AMOUNT ENCLOSED \$ CHECK NO. <input type="text"/> MONTHLY ASSESSMENTS 785-1 OAKLEAF PLANT PWKY 423
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8920715005056331OPRE1423110000167145399900000254004

Connie Thompson
785-1 Oakleaf Plantation Pkwy
#423
Orange Park, FL 32065

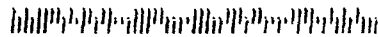


EXHIBIT C(c)

EXHIBIT "D"



**IN THE DISTRICT COURT OF APPEAL
FIRST DISTRICT, STATE OF FLORIDA**

CONNIE MCCALLUM-THOMPSON,

Appellant,

CASE NO.: 1D12-3139

L.T. No: 2011-CA-1059

vs.

THE PRESERVE AT OAKLEAF PLANTATION
CONDOMINIUM ASSOCIATION, INC., et al

Appellee

APPELLANT'S AMENDED REPLY BRIEF

Connie C. Thompson, Pro se
785 Oakleaf Plantation Pkwy, #1423
Orange Park, FL 32065
(617)894-8937

ORIGINAL

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PRELIMINARY STATEMENT

The Appellant, Connie McCallum-Thompson, relies on her initial and, subsequent, Brief in reply to Appellee's Answer Brief; except for the following response to Appellee's Argument I and II.

REPLY BRIEF RESPONSE

ARGUMENT I:

IN REPLY TO APPELLEE'S ANSWER BRIEF ARGUMENT¹

Appellee's argument that Appellant's "prior appeal of the Summary Final Judgment was not timely" is suspect, given Appellant's Notice of Appeal was, actually, hand delivered to the lower tribunal court as dated, on February 21, 2012; appealing the order, dated January 23, 2012.

Subsequently, while Appellant accepted the lower tribunal court's account, dated February 24, 2012, that said notice was "filed in this court on 2/23/2012", given a reasonable amount of time to process documents, Appellant had no reason to suspect said notice would be challenged on the basis of anything other than the merits; instead Appellee appears to engage the court in frivolous banter on what probably amounts to mere minutes either within or outside of the time allowed to submit a Notice of Appeal; as the record shows that in order for said notice to be considered "untimely", it must have been filed on the thirty-first (31st) day following rendition, which (technically) isn't until sometime in the afternoon of the

date "filed", i.e., February 23rd, as the "Notice of Hearing", clearly, shows "that on

¹The prior appeal of the summary final judgment was not timely, and this subsequent appeal does not present any issue on appeal separate and apart from the summary final judgment."

January 23, 2012, at 11:10 a.m.”, notwithstanding time waiting outside the hearing room and that required to hear said matter and process the order, both Appellee’s counsel and Appellant appeared before the lower tribunal court; leaving very little time for anything but a cursory review of the aforesaid matter and, clearly, not enough time for both parties to have been heard if we are to believe the aforesaid “Notice of Appeal” is, somehow, “untimely” filed on “2012 FEB 23 AM 11:46”; give or take a few minutes and, in fact, infers the matter may have been decided prior to the parties ever entering the hearing room.

Subsequently, the only obstacles to Appellant’s appeal have been her indigent status and the lower tribunal’s court reluctance to either acknowledge or process numerous Applications and Motions for Indigency in a timely manner, including but not limited to those dated September and October 2011 and others dated March 13th, June 25th, July 5th, July 9th, July 30th, just to name a few; which Appellant was, initially, lead to believe would be forwarded automatically to the appropriate authorities, i.e., this honorable court.

Ironically, the court’s docket does not reflect submission of any of Appellant’s records; despite instructions to the clerk, dated March 1, 2012².

Appellee, by and through its counsel, goes on to state “this subsequent appeal does not present any issue...separate and apart from the Summary Final

² “please forward the full record, including but not limited to *all* documents and exhibits filed in the circuit court regarding the above entitled matter to the Clerk of the First District Court of Appeal; pursuant to Rule 9.200, *excluding none*.”

Judgment”; an assessment Appellant, clearly, parts company with as Appellee fails to show where the lower tribunal addresses Appellant’s concerns, including but not limited to the allegation of an “unverified” and “erroneous” claim as, consistently, shown in the following “Summary of [the] Argument”, noted in Appellant’s initial brief, dated March 21st, 2012³

Consequently, the record shows numerous issues raised by Appellant and that the evidence denied is crucial; rendering Summary Judgment improper.³

A. The moving party must show the absence of material fact beyond the slightest doubt.

"Generally, '[t]he moving party for summary judgment has the burden to prove conclusively the nonexistence of any genuine issue of material fact."⁴

Subsequently, the court must draw every possible inference in favor of the non-moving party⁵; the slightest doubt bars an entry of summary judgment.⁶

B. Only competent evidence may be considered in ruling on a motion for summary judgment.

Attached as an Exhibit to Appellee's Motion for Summary Judgment is one letter, dated February 17, 2011, which was neither signed nor notarized, though purportedly sent to the Appellant and considered in the lower tribunal court's

³ “Summary judgment is only proper when there are *no* issues of material fact and when the moving party is entitled to judgment as a matter of law.” Fla. R. Civ P. 1.510(c), *Volusia Co. v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000).

⁴ *Krol v. City of Orlando*, 778 So. 2d 490, 92 (Fla. 5th DCA 2001), (citing *City of Cocoa v. Leffler* 762 So. 2d 1052, 1055 (Fla. 5th DCA 2000) (citing *Holl v. Talcott*, 191 So. 2d 40, 43 (Fla. 1966))

⁵ See *Kitchen v. Ebonite 6 Recreation Ctrs, Inc.*, 856 So. 2d 1083, 1085 (Fla. 5th DCA 2003).

⁶ See *Mivan (Fla.), Inc. v. Metric Constructors, Inc.*, 857 So. 2d 901, 902 (Fla. 5th DCA 2003).

decision for summary judgment.

A second letter, while signed by Chris Hallam and notarized, is dated November 18, 2008 and, clearly, contradicts claims by the association that Appellant is liable for previous unpaid fees as far back as "November 2006"; the date noted in another correspondence, dated September 8, 2010, also, considered by the lower tribunal court in a decision for summary judgment in favor of the association. In fact, the "second letter" shows a lien assessed against the previous owner, Adrienne Cairns, implying the association fees from "November 2006" up to "March 2007" were already satisfied; subsequently, there are no other liens against the same unit until Appellant was notified by certified mail, on or about May 2011, of an "Intent [by Appellee, dated April 15, 2011] to Foreclose in 30 days"; despite the aforesaid contradictions and overt inaccuracies, including but not limited to Appellee's own non-compliance in that Appellant was never "invoiced", notwithstanding instructions by its own counsel, as noted in the aforesaid correspondence, dated September 8th 2010.

Consequently, the aforesaid inconsistencies raise even more concerns regarding both the validity and authenticity of the latter (Sept) correspondence and whether or not it was manufactured as an afterthought; given Appellee, clearly, failed to comply. Otherwise, Appellant was not notified until the following year.

Further, while the association had occasion to attach an "Affidavit of Indebtedness in Support of Final Judgment", the lack of admissible evidence is gut

wrenching, under the circumstances; serving only to magnify the presence of issues of genuine material fact in that one document, signed by the association's agent, maintains appellant's liability is from "November 2006", while the other (signed by Chris Hallam) contradicts that claim; consequently, reversal is warranted as the parties affidavits filed in support and in opposition to summary judgment conflict as to both the amount due and the owners as of August 10th.^{7,8}

Subsequently, Appellee's digression from the facts continues with the first line, pg 2, of its "Answer Brief" and erroneous "Statement of the Facts".^{7,8}

C. The trial court abused its discretion and misapplied the law in granting appellee's Motion for Summary Judgment.

Appellee failed to present, attach, or file any instrument that would (in fact) authenticate its "claim" or otherwise render its documents admissible. Instead, by and through both its agent and counsel, the association preferred to (simply) frustrate Appellant's efforts by ignoring the obvious, i.e, that after four years (since the infancy of construction and prior to Appellant's purchase) there would remain genuine issues of material facts regarding any waivers, abandonment, estoppels, or other acquiescence with respect to the nonpayment of association fees during said time; ultimately, exposing the aforesaid conflicts and showing the record of fees assessed by Appellee, in this matter, is not credible and (thereby) inadmissible for

any purpose, including but limited to authenticating said claim in a Summary

⁷ "On August 10, 2010, Thompson purchased a condominium unit...". In fact, said unit was purchased by ⁸ "Dari Homes, LLC...(1/3 interest); GBW Holdings, LLC...(1/3 interest); and Designer Homes of Florida, LLC...(1/3 interest); c/o Glenn Mee, Esq...to whom the property was sold...".

Judgment for Foreclosure.

Alternatively, Appellee continued to misrepresent the same, i.e., erroneously claiming Appellant *is* liable for assessments as far back as "November 2006", despite her purchase four years later from the actual purchasers⁸ as of August 10th and opposed to an official "Claim of Lien", dated November 18, 2008, against Adrienne Cairns, the previous owner, showing monthly assessments due from "March 2007"; not "November 2006", as indicated in the claim for Summary Judgment. Thereby, evidence to establish truthfulness is still required as the aforesaid letters and other documents are insufficient for summary judgment purposes, as only competent evidence may be considered in such a ruling.⁹

Consequently, Appellant presents several affirmative defenses in addition to the aforesaid issues of material fact, which still remain, including but not limited to, i.e., the clear lack of notice, the statute of limitations, selective enforcement, and failure to produce any authentic documentation to either support its claim, refute the affirmative defenses by affidavit or establish their legal insufficiency.¹⁰

ARGUMENT II:

IN REPLY TO APPELLEE'S ANSWER BRIEF ARGUMENT¹¹

While Appellant consistently parts company with the aforesaid practices, including but not limited to, inaccuracies within the record and violations of both

⁹Daeda v. Blue Cross & Blue Shield of Fla., Inc., 698 So. 2d 617, 618 (Fla. 2d DCA 1997); Tunnell v. Hicks, 574 So. 2d 264, 266 (Fla. 1st DCA 1991).

¹⁰Frost, 15 So. 3d 905, 906; Newton, 544 So. 2d at 225."

¹¹"The trial court did not abuse its discretion when it reset the foreclosure sale."

the Due Process and Equal Protection Clauses, i.e., U.S. Const. Amend. XIV §1¹², which Appellant has cause to believe is supported by Florida case law and (also) applies to the aforesaid statute of limitations Appellee, by and through its counsel, so willfully applies to "the first Mortgagee" yet, selectively, disregards in its decision to pursue Appellant *only*, there is no indication the lower tribunal either heard or responded to said concerns; including but not limited to why Appellant is being treated differently compared to previous owner's Appellee, consistently, attempts to conceal with an erroneous opening "Statement of Facts".^{7,8}

Furthermore, Appellee refused to mediate¹³; in direct conflict and non-compliance with mandates initiated by Florida's Supreme Court; preferring (instead) to proceed with the aforesaid discrepancies and rack up enormous fees, inconsistent with previous practices regarding certain owners who were essentially allowed to accumulate an insurmountable and unreasonable amount of debt, allegedly, at the encouragement and empowerment of the lower tribunal, which immediately approved Plaintiff's Motion for Summary Judgment against Appellant; despite inadmissible/erroneous evidence and, thereafter, proceeded to obstruct and oppress Appellant's efforts to appeal by failing, from the beginning, to acknowledge numerous Applications for Determination of Civil Indigency

¹² "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws"

¹³ "as a last resort prior to foreclosure"

submitted, initially, on or about September 2011 and, consistently, thereafter and imposing enormous fees¹⁵ as opposed to reversing said order for further review.

Moreover, despite no changes in Appellant's financial status since June 2003 and a previous family court order of indigency, the lower tribunal refused to either issue Appellant a "Certificate of Indigency" or even acknowledge said Applications for Determination, ironically, excluded from this court's docket; delaying said certificate, despite numerous promptings from both this and the Supreme Court, until after an Order of Dismissal of Appellant's initial appeal, entered on Friday, May 25, 2012, for the non-payment of fees and without regards for Appellant's Initial Brief, submitted Mar 21, 2012; again, for lack of the aforesaid "Certificate of Indigency", which the lower tribunal court knew (from the beginning) Appellant is entitled to in her efforts to proceed in forma pauperis.

Subsequently, Appellee (immediately) filed a "Motion to Reset Foreclosure Sale", dated (Thursday) May 31, 2012; ironically, excluding any mention of Appellant's "Motion to Vacate Final Judgment/Emergency Motion to Stop Foreclosure Sale and [in the Alternative] Motion to Stay Pending Appeal", dated March 5, 2012, or even Appellant's initial brief, which (clearly) spells out the argument for reversal; which neither the lower tribunal, nor Appellee refutes.

What's truly alarming and, equally, unsettling is how quickly Appellee's motion is approved by the lower tribunal court, which issued an Order Resetting Sale of Property, immediately, on (Tuesday) June 5, 2012; only a day after

Appellant's receipt of the aforesaid "Motion to Reset", apparently, submitted by Appellee just a few days before. One can only wonder why the court is so moved.

Appellant believes the rush to judgment, coupled with the allowance of the inadmissible evidence for Summary Judgment, alone, is a substantial abuse of discretion prejudicial to Appellant and showing a disturbing pattern by which Appellee, by and through its counsel, proceeded in bad faith at every turn; preferring to ignore Appellant's correspondences in favor of foreclosure, including but not limited to that dated May 17th, 2011, asking *"to who do we make said payment of [our own] monthly fees"*, which Appellant never disputed.

Thereafter, the lower tribunal court excluded records showing Appellee, by and through its counsel, neither provided said information, nor did Appellee invoice Appellant but preferred to litigate; filing a claim for illegitimate gain and presenting the aforesaid erroneous and inadmissible evidence before the lower tribunal court to improperly obtain Summary Judgment; while, consistently, providing Appellant erroneous contact information for new counsel who'd, later, claim a lack of notification but, then, proceeded to block emailed notifications from Appellant, after (again) providing her with said "contact information".

Consequently, Appellant has had to (consistently) counter Appellee's erroneous claims, to no avail; including but not limited to allegations Appellant had not "filed...with the Clerk of the Court" documents and Motions, which the record shows she had (in fact) filed.¹⁴

Subsequently, the lower tribunal court appears to have, willfully, participated and encouraged both the lack of due process and constitutional violations in what appears to be an effort to oppress Appellant and deprive her, unduly, and discriminatorily of her homestead; even as Appellee, clearly, preferred and demonstrates overt bias and animosity in its practice by (selectively) giving previous owners a pass, while, indisputably treating Appellant differently.

Consequently, the law does not support the cause for foreclosure as Appellee is, effectively, restrained by its own practices, contrary to the laws of due process and equal protection; as shown in the attempt to conceal previous owners.^{7,8}

Furthermore, the record shows, after reluctantly approving Appellant's Motion(s) for [an] Order of Indigency, the lower tribunal court (arbitrarily) limited the scope "for the purposes of appeal", as oppose to issuing her a Certificate that would allow her to proceed, unhindered, on her Counterclaim and other matters; subsequently, attempting to circumvent Appellant's rights (again) by imposing "a bond in the amount of \$5,000.00"¹⁵, requiring payment of even more fees stacked against Appellant for the offense of previous owners and the bad faith of Appellee; despite an Order of Indigency and appeal of the initial, allegedly, improper order.

¹⁴ See line 1, in Appellant's "Motion to Stay Counterclaim and Dismiss Plaintiff's Erroneous Lien, Foreclosure, and Motion to Dismiss", dated October 18th, 2011 and received by both "D. Ricks, on October 21, 2011" and counsel's attorney "George Hall, on October 28, 2011"

¹⁵ so, "If the defendant fail[ed] to timely post the bond required by [said] order [in five days] the judicial sale shall proceed" and the "Motion is otherwise denied".

LAW

Contrary to statements made by Appellee's counsel, the record (clearly) shows Appellant is not "the purchaser at the foreclosure"^{7,8,16}. In fact, Appellee (selectively) choose NOT to pursue said owners *only* to suddenly and aggressively take advantage of the appearance of conflicts in Florida law to target Appellant's homestead in opposition of an equitable and reasonable application of the law.

Subsequently, the lower tribunal (clearly) relied on the unverified claim¹⁷ and inadmissible evidence; contrary to the following language, presented by Appellee:

"A Unit owner, regardless of how his or her title has been acquired...is liable for all assessments which come due while he or she is the unit owner..."

Appellant parts company with the lower tribunal's application of the aforesaid law in that these fees, clearly, did not come due "while...she" was the owner but prior to her purchase. Otherwise, Appellant was never invoiced.

Appellee goes on to note, pursuant to the law and language, accordingly:

"Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that come due up to the time of transfer of title..."

In this case, Appellant believes the language is clear: the purchaser(s)⁸ at the

foreclosure, are "jointly and severally liable with the previous owner", Andrienne

¹⁶"The purchaser at the foreclosure sale is liable by statute for all assessments that were due at the time that title transferred"

¹⁷Predetermining a legal ruling without letting the parties be heard is the epitome of unfairness; showing an abuse of discretion. See Marvin v. State, 804 So. 2d 360 (Fla. 4th DCA2001); Barnett v. Barnett, 727 So. 2d 311 (Fla. 2d DCA 1999); Wargo v. Wargo, 669 So. 2d 1123 (Fla. 4th DCA 1996).

Cairns and others, for said unpaid assessments “*up to the time of transfer of title*” on August 10, 2010; pursuant to the law and not Appellant, as Appellee claims and that Appellee’s reluctance and failure to invoice Appellant for her own fees reflects the intent to circumvent said law in favor of obtaining illegitimate gain.

In fact, the record shows Appellant’s contract with the aforesaid previous owner(s), clearly, acknowledges said law, providing that her purchase is “in full payment of [the] purchase agreement, including but not limited to cost and fees for the...residential parcel...”; an arrangement and “material fact” that was neither contested within the allotted time allowed by law, nor has it been addressed by the lower tribunal court but was (instead) denied Appellant in the rush to foreclose.

Moreover, the law is clear³, Appellee is NOT “entitled” to judgment allowing either the double payment of fees already satisfied or an unequal application of the law, in conflict with federal and Florida State’s Constitutional provisions; and any effort to circumvent said laws for illegitimate gain is a “material fact” Appellant is entitled to present at trial³; as opposed to being denied by summary judgment.

Furthermore, “generally, ‘[t]he moving party for summary judgment has the burden to prove conclusively the nonexistence of any genuine issue of material fact.’”⁴ In this case, Appellee preferred to remain *silent*; even so, the court must draw every possible inference in favor of the non-moving party, i.e., Appellant, who (clearly) questioned the evidence presented; again, to no avail.⁵

Subsequently, the slightest doubt bars said entry⁶, as only competent evidence may be considered in such a ruling and, thereby, the lower tribunal court decision

may be reversed if this Court finds genuine issues raised by Appellant's affirmative defenses that are not conclusively refuted on the record, as noted in this matter.¹⁸

CONCLUSION

In conclusion, while Appellee is fully capable of turning a blind eye in its own pursuit of illegitimate and greedy gain, stretching it (quite a bit) in this cause, the facts are clear that said claim is not credible and reflects little to no attempt to pursue this matter, prior to Appellant's purchase; despite the overwhelming and sudden efforts to invidiously target Appellant in a discriminatory and unequal application of the law, while deliberately and consistently concealing facts.^{7,8,14,16}

The question is: Why did Appellee, suddenly and aggressively, pursue Appellant and not others whom Appellee, willfully, conceals?^{7,8.}

By and thru its counsel, plaintiff claims said practice is "good business sense." While slavery and drug trafficking is considered "good business sense" to a wayward few, it is not so for others and is, in fact, illegal; creating a "sense" of illegitimate entitlement to people, property, and street corners (as in this case) by which Appellee, allegedly selectively and invidiously targeted Appellant; engaging this court in a discriminatory application of the law, by all appearances, with an all too familiar goal of depriving Appellant *alone* of her homestead for fees incurred by previous owners, despite Appellant's purchase (again) "in full payment of [the] purchase agreement, including but not limited to cost and fees for" said homestead.

Here lies another conflict: The law, simply, does not allow for an unequal and unreasonable application of provisions by any means; selectively or otherwise.

Consequently, Appellant has clearly demonstrated the existence of an express and direct conflict with Article 1, § 10 of the Florida constitution and submits this Court should reverse the Order granting Summary Final Judgment and Foreclosure to uphold the constitutionality of both the U.S., XIV Amend. § 1 and FL's Art. 1, § 2 against said practice, in favor of the same "equal protection" and concealment provided previous owners associated with the aforesaid property and stopping the undue foreclosure of Appellant's homestead; dismissing Appellee's "erroneous" claim, with prejudice, for the inadmissible evidence and unclean hands for the failure to either refute Appellant's claim or amend its own. Appellant, also, ask the court to grant her counterclaim as a means to discourage selective enforcement and the imposition of excessive "bonds", unduly, against "indigent" litigants in an unverified claim for foreclosure; despite evidence of contributory negligence, waiver, and the assumption of risk as a result of Appellee's own failure to assert its rights indiscriminately and in a reasonable and timely manner, against previous owners; subsequently, creating circumstances by which it is (simply) no longer just to grant Appellee's claim for Summary Judgment to Foreclose, under the circumstances.

Furthermore, in view (once again) of the aforesaid unverified claim (an

¹⁸See Bill Williams Air Conditioning & Heating, Inc. v. Haymarket Coop. Bank, 592 So.2d 302 (Fla. 1st DCA 1991), rev. dismissed, 598 So.2d 76 (Fla. 1992).

allegation that has neither been refuted by Appellee, nor the lower tribunal court), Appellant, thereby request this court bar by laches and issue "an express written finding of willful or deliberate refusal to obey a court order", including but not limited to Appellee's own non-compliance for failing to mediate (as required by the Supreme Court in ALL foreclosure matters), verify their complaint, or even invoice Appellant, in accordance with its own initial claim, though erroneous, dated September 2010, for the "[un]verified" fees it allegedly allowed previous owners to accumulate, again, long before Appellant's purchase.

For the above-stated reasons, Appellant request this honorable court reverse Summary Judgment and order payment of homeowners' association fees beginning either from the date of this court's order or upon her first and *only* invoice, yet to be received, in this matter, as a sanction and that Appellee invoice Appellant by email notification, as provided below, once every month and in advance of fees due; providing a receipt and any other relief the court deems equitable.

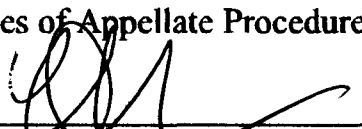
CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished Cristine Russell, Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, JAX, FL 32207, by U.S. Postal service and email on this 30th day of November 2012.

CERTIFICATE REGARDING FONT

The undersigned further certifies the font used herein is Times New Roman 14-point, in accordance with Rule 9.210(a)(2), Florida Rules of Appellate Procedure.

Respectfully submitted,



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EXHIBIT "E"

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
CLAY COUNTY, FLORIDA

CASE NO.: 2011-CA-1059

THE PRESERVE AT OAKLEAF
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit Corporation

Plaintiff,

v.

CONNIE MCCALLUM-THOMPSON,

Defendant

_____/

DEFENDANT/APPELLANT'S RESPONSE AND MOTION FOR
ACKNOWLEDGEMENT OF SUMMARY FINAL JUDGMENT OF
FORECLOSURE AS A "VOID JUDGMENT" AND FOR DISMISSAL OF
PLAINTIFF/APPELLEE'S "MOTION TO DETERMINE AND TAX
ATTORNEY'S FEES AND COSTS INCURRED ON APPEAL AND FOR
ENTRY OF AMENDED FINAL JUDGMENT OF FORECLOSURE AND TO
RESET FORECLOSURE SALE"

Defendant/Appellant, CONNIE MCCALLUM/THOMPSON ("defendant"),
respectfully moves this Court for dismissal of the Preserve at Oakleaf
[Plantation's] Condominium Association's motion and, in support thereof, submits
as follows:

1. "A judgment rendered in violation of due process is void in the rendering
State and is not entitled to full faith and credit elsewhere. Pennoyer v. Neff, 95.

U.S. 714, 732-733 (1878)”; *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286 (1980).

2. Entry of the original Summary Judgment of Foreclosure is a “void judgment” and is, simply, “void”, because it violates both due process and subject matter jurisdiction as the court, clearly and unwittingly, acted in a manner inconsistent with the aforesaid due process rights of Defendant and did not provide meaningful access to the court to cure discrepancies, pursuant to Florida Rule 1.540(b); *Klugh v. U.S.*, D.C.S.C., 610 F.Supp. 892, 901; Fed. Rules Civ. Proc., Rule 60(b)(4), 28 U.S.C.A.; U.S.C.A. Const. Amend. 5 – *Klugh v. U.S.*, 620 F.Supp. 892 (D.S.C. 1985) and U.S.C.A. Const. Amend. 5-*Triad Energy Corp. v. McNell*, 110 F.R.D. 382 (S.D.N.Y. 1986).

3. That while Fla. Stat. §718.303(1) provides the prevailing party in any action brought by a condominium association to enforce the terms of a declaration with recovery of reasonable attorney’s fees, the operative words are “prevailing” and “reasonable”. Consequently, plaintiff cannot be a “prevailing party” in a matter that is, still, before the Court in the acknowledgment of a new case, dated July 16, 2013 (See App No. 1; Case No.: SC13-1243; disputing “Summary Final Judgment” as improper, inconsistent with due process and subject matter jurisdiction, and void *ab initio*, which Plaintiff received before filing the aforesaid motion.

4. Defendant submits, thereby, Plaintiff attempts to engage this court in circumventing the law and has preferred as opposed to having been forced to incur additional fees and costs associated with the defense of this matter on appeal due to its own contributory negligence, including but not limited to the aforesaid due process violations and the appearance of discriminatory practices intended to saddle Defendant, unlawfully, with the unreasonable and insurmountable burden of years of unauthenticated fees, allegedly, incurred by previous owners who were given a waiver with “no objection to sale” terms only to, later, attempt to circumvent the law at Defendant’s expense, and NOT as a result of any action by Defendant; except for the legitimate dispute, as provided by law, of an erroneous claim for fees that were not incurred “while [s]he is the Unit Owner”, pursuant to the law, but while someone else was the owner and even those “that came due up to the time of transfer of title” were waived, without any “objections” to the terms of the previous owner’s sale and Defendant’s purchase.

5. Subsequently, Plaintiff’s “Exhibit ‘2’” represents a conflict of interest for the presiding judge in that it (clearly) argues two erroneous claims in favor of the lower tribunal court, stating, “the prior appeal of summary judgment was not timely”, which is not a fact before the court and is, (indeed) unfounded, and that “the trial court did not abuse its discretion when it reset the foreclosure sale”; despite the aforesaid due process violations and lack of subject matter jurisdiction.

Furthermore, Plaintiff includes an order dismissing Case No.: ID12-3663 (solely) because (as explained by the Court of Appeals) it does not entertain temporary orders, i.e., in this case (simply) delaying Defendant's appeal of the imposed fine in violation of the Eighth Amendment to the United States Constitution until such time as it is no longer temporary. Otherwise, Defendant did not receive the Supreme Court documents, as indicated; which were (likely) returned to sender due to mail delivery failures and, thereby, was not able to respond in time to cure improprieties leading to Defendant's denied appeal for the non-payment of fees.

6. Therefore, Defendant has cause to believe she is the "prevailing party" based on the merits, including the aforesaid constitutional violations, which forbid this court from legally engaging in either the appearance of discriminatory practices (under the circumstances) or any other violations of constitutional protections provided by state and federal law; consequently, Defendant has every right and obligation to pursue the aforesaid matter before both the Florida Supreme Court and, also, the United States Supreme Court should the courts continue to proceed contrary to the law in not voiding Summary Final Judgment for due process and subject matter violations as a matter of both state and federal constitutional law.

7. Subsequently, as a result of mail delivery failures that have been (clearly) noted in the record, Defendant has not received several documents noted in

Plaintiff's motion, including the Supreme Court document (dated April 12, 2012); which she could not respond to, because (again) Defendant never received it. As a result, Defendant ask both this court and Plaintiff to send ALL correspondences by certified mail as the record shows, again, she has not been receiving "regular U.S. mail" notices, as indicated, either in a timely manner or at all throughout the aforesaid matter; due to no fault of her own.

WHEREFORE, Defendant submits the court must acknowledge its own due process violations in a "void judgment" and should dismiss the aforesaid Motion, submitted by Plaintiff, as both premature and inconsistent (again) with due process.

Respectfully submitted on Thursday, July 18, 2013.



CONNIE C. MCCALLUM-THOMPSON
785 Oakleaf Plantation Pkwy, #1423
Orange Park, Florida 32065
(617)894-9837

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished by email on July 18th, 2013 to Cristine Russell, and by U.S. Postal service on the 19th; via Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, JAX, FL 32207.



CONNIE C. MCCALLUM-THOMPSON

APPENDIX NO: 1



FILED

2013 JUL 18 AM 9:16

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FIRST DISTRICT

Supreme Court of Florida

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Tallahassee, Florida 32399-1927

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KRYSS GARDWIN
STAFF ATTORNEY

PHONE NUMBER (850) 488-0125
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ACKNOWLEDGMENT OF NEW CASE

July 16, 2013

RE: CONNIE MCCALLUM-THOMPSON vs. THE PRESERVE AT OAKLEAF CONDOMINIUM, ETC.

CASE NUMBER: SC13-1243

Lower Tribunal Case Number(s): 1D12-3139, 2011-1059-CA

Lower Tribunal Filing Date: 6/19/2013

The Florida Supreme Court has received the following documents reflecting a filing date of 6/19/2013.

Second Amended Notice of Appeal

Notice to Invoke Discretionary Jurisdiction

The Florida Supreme Court's case number must be utilized on all pleadings and correspondence filed in this cause. Moreover, ALL PLEADINGS SIGNED BY AN ATTORNEY MUST INCLUDE THE ATTORNEY'S FLORIDA BAR NUMBER.

FOR GENERAL FILING INFORMATION AND ADMINISTRATIVE ORDER NO. AOSC04-84, PLEASE VISIT THE CLERK'S OFFICE WEBSITE AT <http://www.floridasupremecourt.org/clerk/index.shtml>

tg

cc:

✓ HON. JON S. WHEELER, CLERK
CONNIE MCCALLUM-THOMPSON
CRISTINE MARIE RUSSELL

APPENDIX NO: 2

IN THE CIRCUIT/COUNTY COURT,
FOURTH JUDICIAL CIRCUIT IN AND
FOR CLAY COUNTY, FLORIDA

CASE NO.: SC13-1243/1D12-3139
L.T.NO.: 2011-CA-1059
DIVISION: A

Connie McCallum-Thompson,

Appellant,

vs

The Preserve At Oakleaf
Plantation Etc., Et Al.

MOTION FOR ORDER OF INDIGENCY

COMES NOW the Defendant/Appellant and moves this Honorable Court for, yet, another Order of Indigency, stating as follows:

1. I, Connie McCallum-Thompson ("Defendant"), have been unemployed since June 2003.
2. Consequently, Defendant is unable to make prepayment or any other imbursement of fees, costs, or even to give security thereof and it is her belief that while she has acted above reproach, to no avail, she is entitled to redress against the erroneous claim that resulted in summary judgment to foreclose with due process and lack of subject matter jurisdiction and has not (for any purpose) divested herself of property, monies, or any other items of value.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished by email on July 18th 2013 to Cristine Russell, and by U.S. Postal service on the 19th; via Rogers Towers, P.A., 1301 Riverplace Blvd, Suite 1500, JAX, FL 32207



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