IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

TRULIEVE, INC.,
Plaintiff,
v.
Case No.: 2025-CA-001071-CAAXES
Division: J4

NATHAN JUREWICZ,
Defendant.

DEFENDANT'S RESPONSE REGARDING SERVICE AND TIMELINESS, AND NOTICE OF FILING SUPPORTING AFFIDAVITS AND EVIDENCE

Defendant, NATHAN JUREWICZ, appearing pro se, files this Response to Plaintiff's arguments — raised in Plaintiff's Opposition to Defendant's Motion to Dismiss — that (1) Defendant's Motion to Dismiss is untimely and (2) Defendant should be ordered to pay Plaintiff's fees for allegedly evading service, and hereby gives Notice of Filing the affidavits and evidence identified below. In support, Defendant states:

I. Introduction and Summary

Plaintiff asks this Court to disregard Defendant's Motion to Dismiss as untimely and to sanction Defendant with Plaintiff's fees, both on the premise that Defendant concealed his whereabouts and evaded service. The evidence filed with this Response shows the opposite. Throughout the relevant period, Defendant lived openly at a fixed residence — 1938 Heron Cove Drive, Lutz, Florida 33549 — with utility accounts in his own name, receiving mail there. That address was locatable through routine public-records databases. Plaintiff's process servers never attempted personal service at that residence. Instead, they attempted service at Defendant's mother's separate home (where Defendant does not live), and made a series of representations — to Defendant's father, to Defendant's mother, and to Defendant directly — that were false or materially misleading, including inaccurate statements about the law of default. On this record, the substituted service was defective, the Motion to Dismiss is not untimely, and there is no bad-faith conduct by Defendant to sanction.

II. Background

Plaintiff contends that it effected substituted service on Defendant through the Florida Department of State under section 48.161, Florida Statutes, after asserting that Defendant was concealing his whereabouts, and that such service was “effectuated” no later than July 2, 2025.

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On that basis, Plaintiff argues that Defendant's response was due in July or early August 2025 and that Defendant's Motion to Dismiss, filed August 27, 2025, is untimely. Plaintiff further asserts that Defendant "stated an intent to evade service" and seeks its fees under the Court's inherent authority (Moakley v. Smallwood, 826 So. 2d 221 (Fla. 2002)). Plaintiff engaged two process-serving firms: Proof Technology, Inc. ("Proof") and Spotlight Legal Solutions LLC ("Spotlight").

III. The Substituted Service Was Defective; the Motion to Dismiss Is Therefore Timely

Substituted service on the Secretary of State under section 48.161 is a statutory exception to personal service. Because it is in derogation of the common law, it must be strictly construed and strictly complied with, and it is available against a Florida resident only where the plaintiff demonstrates, through a genuinely diligent search and inquiry, that the defendant is actually concealing his whereabouts. The party invoking it bears the burden of proving valid service. A diligent search requires that the plaintiff reasonably employ the knowledge at its command, make diligent inquiry, and exert an honest and conscientious effort appropriate to the circumstances to locate the defendant. Miller v. Partin, 31 So. 3d 224, 228 (Fla. 5th DCA 2010). Where the plaintiff fails to strictly comply with the statute, the substituted service is void and confers no personal jurisdiction. Monaco v. Nealon, 810 So. 2d 1084 (Fla. 4th DCA 2002).

The evidence filed with this Response defeats both the diligent-search and the concealment predicates:

(a) Defendant was not concealing his whereabouts. Defendant resided at 1938 Heron Cove Drive, Lutz, Florida 33549, and maintained utility accounts there in his own name — Duke Energy (electric) and Frontier (internet) — receiving mail at that address throughout the relevant period. (Aff. of Defendant; Duke Energy statements dated Aug. 6, 2024, Apr. 4, 2025, and May 6, 2025, and Frontier billing records, filed herewith as Exhibits.) The Duke Energy statements show continuous electric service in Defendant's name at that address before and during the very months Plaintiff claims Defendant was hiding. Defendant also leased that residence under a written lease: a Lease Extension Addendum executed June 30, 2025 extended his existing lease at 1938 Heron Cove Drive through December 31, 2025 (Ex. 24-H), and his communications with the property manager about the residence date back to at least February 2024 (Ex. 24-I).

(b) Defendant's address was readily discoverable. Defendant's residential address was available through routine public-records and skip-trace databases. A public-records report (Westlaw PeopleMap) reflects Defendant's residential address at 1938 Heron Cove Drive associated with Defendant and reported as of January 5, 2025 — before Plaintiff's substituted-service efforts. (Ex. 24-J.) A plaintiff exercising reasonable diligence would have located the same address.

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(c) Plaintiff never attempted service at Defendant's actual residence. Plaintiff's process servers attempted service at 3053 Calvano Drive, Land O' Lakes — the separate residence of Defendant's mother, where Defendant does not live — and elsewhere, but never attempted personal service at 1938 Heron Cove Drive. Plaintiff's own affidavit acknowledges that its server was told at the Calvano Drive address that Defendant "had moved away from that address." That admission confirms Plaintiff was on notice it had the wrong residence, yet it did not perform the diligent search that would have produced the correct one.

Because Plaintiff did not conduct a diligent search and Defendant was not concealing his whereabouts, the section 48.161 substituted service was defective and did not validly commence Defendant's time to respond. The time to move or respond runs only from valid service. The Motion to Dismiss is therefore not untimely.

Plaintiff's untimeliness argument rests on only two decisions, and neither controls. Both Thompson v. McDonald, No. 16-80811-CIV, 2017 WL 11581898 (S.D. Fla. June 5, 2017), and Zo Skin Health, Inc. v. Salz, No. 14-CIV-21376, 2014 WL 4185385 (S.D. Fla. Aug. 22, 2014), are unpublished federal district court orders applying Federal Rule of Civil Procedure 12(b) — not Florida Rule of Civil Procedure 1.140 — and neither is binding on this Court. Neither case involves substituted service under section 48.161. Zo Skin is also factually inapposite: the motion there was untimely because the defendant had already filed an answer before moving, thereby waiving the defense — which did not occur here. Plaintiff itself cites Thompson only as a "Cf." authority. These decisions do not support disregarding a motion filed after a defective substituted service.

IV. In Any Event, the Defense of Failure to State a Cause of Action Is Not Waived by Timing

Even if the Court were to conclude that the Motion to Dismiss was filed late, the defense of failure to state a cause of action is not waived. Florida Rule of Civil Procedure 1.140(h)(2) expressly provides that the defense of failure to state a cause of action "may be raised by motion for judgment on the pleadings or at the trial on the merits." The Court can and should reach the legal sufficiency of the Complaint on its four corners regardless of the timeliness dispute. A calendar argument does not cure a Complaint that fails to state a claim. Moreover, no default has been entered against Defendant, and Florida strongly favors the resolution of disputes on their merits rather than on procedural technicalities. Absent an entered default or any prejudice to Plaintiff, the Court should hear and decide Defendant's motion.

V. The Process Servers' Representations Were False or Materially Misleading

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The reliability of Plaintiff's diligent-search and concealment showing is further undermined because the representations made in connection with the attempted service were false or materially misleading in at least three respects:

(1) Misstatement of the law of default to Defendant's father. On or about April 29, 2025, a process server told Defendant's father that if Defendant was not served and twenty days passed without Defendant appearing in court, a default judgment could be entered against Defendant. (Aff. of Edwin Jurewicz, Ex. 24-B.) That is an inaccurate statement of law. A default cannot be entered against a defendant who has not been validly served; valid service is a prerequisite to the court's jurisdiction and to any default. The twenty-day period runs only from valid service — not from a failed service attempt or from the mere passage of time — and a default is not automatic: the plaintiff must move for it, and a default judgment for damages requires further proof. The representation created a false impression that a default was imminent regardless of whether service was ever completed.

(2) False attribution of a statement to Defendant's father. At Defendant's mother's home, the process server stated that Defendant's father had said Defendant lived there. Defendant's father never made that statement (Aff. of Father), and Defendant does not reside at that address. The server's own account of what he was told is therefore inaccurate, which bears directly on whether Plaintiff's search and concealment showing can be credited.

(3) Misleading “accept service before default” message to Defendant. On or about the same date, a message was sent to Defendant's Instagram account from an account identifying itself as “Spotlight legal” (username spotlight_serve) — a newly created account with zero followers and zero posts — which arrived as an unaccepted message request (i.e., in Defendant's message-request / spam area). The message stated, in relevant part: “We'd like to give you the opportunity to accept service before default judgment would be presented from a judge.” (Aff. of Defendant, Ex. 24-E.) That communication is misleading for the same reason: it implies that a default judgment could or would be presented to a judge absent valid service, when in fact no default may be entered without valid service having first been completed. A social-media message request left unaccepted in a spam folder is not, in any event, a substitute for lawful service of process.

Relatedly, Plaintiff's showing of concealment — and its request for fees — rest on the Affidavit of Nicole Padro (Exhibit D to the Timmann Affidavit), which asserts that, during a speakerphone call with Defendant's father, Defendant “admitted that he did not intend to attend court and was actively avoiding being served.” That assertion is squarely contradicted by sworn testimony. Defendant's father, who was present for and participated in that April 29 contact, denies that Defendant made any such statement, and Defendant himself denies making it. (Aff. of

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Defendant; Aff. of Edwin Jurewicz.) At a minimum, this creates a genuine factual dispute that cannot be resolved in Plaintiff's favor on this record, and it undermines both the concealment predicate required for section 48.161 and any finding of bad faith.

VI. Plaintiff's Request for Fees Should Be Denied

Plaintiff seeks its fees under the Court's inherent authority on the theory that Defendant evaded service in bad faith. The inherent-authority sanction requires a finding of bad faith supported by specific findings (Moakley). The record will not support one. Defendant did not evade service: he maintained a fixed, publicly discoverable residence with utilities in his own name; Plaintiff's servers never attempted service there; and Plaintiff's own affidavit admits it was told Defendant had moved from the address it did attempt. Any failure to complete service reflects a lack of diligence by Plaintiff's process servers — not bad faith by Defendant.

Defendant's conduct in this litigation confirms the point. Defendant has actively appeared and defended — filing a Motion to Dismiss, a Reply, responses to written discovery, and preparing for the July 13, 2026 hearing. A litigant who prepares and files these materials, and who appears to defend, is not a litigant who intended never to come to court. There is no bad-faith conduct by Defendant for the Court to sanction, and the request for fees should be denied.

VII. Notice of Filing

Defendant gives notice of filing, and files herewith in support, the following:

a. Affidavit of Defendant, Nathan Jurewicz;

b. Affidavit of Edwin Jurewicz;

c. Affidavit of Debra Cunningham;

d. True copies of home-security (Blink) video recordings of the May 27, 2025 service attempt at 3053 Calvano Drive, being filed in electronic/native format (with still images attached for the paper record);

e. A true copy of the message from the Spotlight Legal account to Defendant's Instagram account;

f. True copies of Duke Energy (Aug. 6, 2024; Apr. 4, 2025; May 6, 2025) and Frontier utility statements for 1938 Heron Cove Drive (account numbers redacted);

g. A true copy of the Lease Extension Addendum for 1938 Heron Cove Drive, executed June 30, 2025; and

h. True copies of February–March 2024 text messages with the property manager concerning the residence.

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VIII. Conclusion

For these reasons, Defendant respectfully requests that the Court (1) reject Plaintiff's argument that the Motion to Dismiss is untimely; (2) in any event, reach the legal sufficiency of the Complaint under Rule 1.140(h)(2); (3) deny Plaintiff's request for fees and costs; and (4) grant such further relief as is just.

Respectfully submitted,

/s/ Nathan Jurewicz
Nathan Jurewicz, Defendant, Pro Se
1938 Heron Cove Drive, Lutz, FL 33549
727-433-3120 | realestatetaskforce@gmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 9, 2026, a true and correct copy of the foregoing was served by email and through the Florida Courts E-Filing Portal on Plaintiff's counsel of record: Shannon Timmann, Esq. (shannon.timmann@mwpp.com), Megan Meier, Esq. (megan.meier@mwpp.com), Hannah Menchel, Esq. (hannah.menchel@mwpp.com), and Devin Bolger, Esq. (devin.bolger@mwpp.com), MEIER WATKINS PHILLIPS PUSCH LLP; and Melanie Leitman, Esq. (mleitman@stearnsweaver.com) and A. Ruddock, Esq. (aruddock@stearnsweaver.com), STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON, P.A., Counsel for Plaintiff.

/s/ Nathan Jurewicz
Nathan Jurewicz, Defendant, Pro Se

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

TRULIEVE, INC.,
Plaintiff,
v.

Case No.: 2025-CA-001071-CAAXES
Division: J4

NATHAN JUREWICZ,
Defendant.

TAB 24 — DEFENDANT'S EVIDENCE REGARDING SERVICE AND TIMELINESS

(Exhibit Index)

This tab collects the affidavits and evidence filed with Defendant's Response Regarding Service and Timeliness. It responds to Plaintiff's untimeliness and fee arguments (Opposition, Arguments I and III). It is NOT offered as matter outside the four corners of the Complaint on the merits of the Motion to Dismiss.

24-A Affidavit of Nathan Jurewicz (Defendant) — residence, no intent to evade, authentication of video, Instagram message, and text

24-B Affidavit of Edwin Jurewicz — April 29, 2025 contact; never identified Defendant's residence; misstatement of default law

24-C Affidavit of Debra Cunningham (mother) — May 27, 2025 door visit; told the process server Defendant does not live at that address

24-D Home-security (Blink) video of May 27, 2025 attempt at 3053 Calvano Drive — still images (native video filed electronically)

24-E Spotlight Legal message to Defendant's Instagram account (“accept service before default judgment”)

24-F Duke Energy statements — 1938 Heron Cove Dr. (Aug. 6, 2024; Apr. 4, 2025; May 6, 2025) — ACCOUNT NUMBERS REDACTED

24-G Frontier billing records — 1938 Heron Cove Dr. — ACCOUNT NUMBERS REDACTED

24-H Lease Extension Addendum, 1938 Heron Cove Dr. — executed June 30, 2025; extends existing lease through Dec. 31, 2025

24-I Text messages with the property manager (Feb.–Mar. 2024) — corroborating tenancy at the residence

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24-J Public-records skip-trace report (Westlaw PeopleMap) — excerpt locating 1938 Heron Cove Dr., reported 01/05/2025; sensitive identifiers omitted

Reminder: redact all utility account numbers and any PINs before filing (public record).

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

TRULIEVE, INC.,
Plaintiff,
v.

Case No.: 2025-CA-001071-CAAXES
Division: J4

NATHAN JUREWICZ,
Defendant.

AFFIDAVIT OF NATHAN JUREWICZ

I, NATHAN JUREWICZ, being first duly sworn, depose and state as follows:

1. I am the Defendant in this action. I am over the age of 18, of sound mind, and competent to make this affidavit. I have personal knowledge of the facts stated herein.

2. At all times relevant to this action, including from at least 2024 through the present, I have resided at 1938 Heron Cove Drive, Lutz, Florida 33549. I maintain utility accounts in my own name at that address, including Duke Energy (electric service) and Frontier (internet service), and I receive mail at that address. True and correct copies of representative utility statements are attached as Exhibits 24-F (Duke Energy) and 24-G (Frontier), with account numbers redacted.

3. I do not reside, and did not reside during the relevant period, at 3053 Calvano Drive, Land O' Lakes, Florida, which is my mother's separate residence.

4. I never stated to any person that I intended to evade or avoid service of process, or that I would not appear in court. To the contrary, I have actively appeared and defended this action, including by filing a Motion to Dismiss, a Reply, responses to written discovery, and by preparing for the hearing in this matter.

5. The video recordings attached as Exhibit 24-D are true and correct copies of recordings from the home-security (Blink) system at my mother's residence, and they depict a process server's visit to that residence on May 27, 2025. The recordings have not been altered or edited.

6. The message attached as Exhibit 24-E is a true and correct copy of a message received by my Instagram account from the account associated with Spotlight Legal, which was delivered to a spam / message-request folder.

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7. On April 29, 2025, my father informed me that the process server had told him that a default judgment could be entered against me if I was not served within twenty days and did not appear in court — the representation described in the Affidavit of Edwin Jurewicz.

8. I have leased and resided at 1938 Heron Cove Drive under a written lease. Attached as Exhibit 24-H is a true and correct copy of the Lease Extension Addendum for that residence, executed June 30, 2025, which extended my existing lease at that address through December 31, 2025.

9. Attached as Exhibit 24-I is a true and correct copy of text messages between me and the property manager for that residence, dated February and March 2024, concerning repairs at the residence.

10. I make this affidavit voluntarily, of my own free will, and I am willing to testify to these facts if called to do so.

FURTHER AFFIANT SAYETH NAUGHT.

Date: 7-8-26

NATHAN JUREWICZ, Affiant

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 8th day of July, 2026, by NATHAN JUREWICZ, who is ☑ personally known to me or ☐ produced _____ as identification.

Maria M. Flaherty
Notary Public, State of Florida
Printed name: Maria M. Flaherty My commission expires: 4-14-2029

Notary Public State of Florida
Maria M. Flaherty
My Commission HH 664486
Expires 4/14/2029

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

TRULIEVE, INC.,
Plaintiff,
v.
Case No.: 2025-CA-001071-CAAXES
Division: J4

NATHAN JUREWICZ,
Defendant.

AFFIDAVIT OF Edwin Jurewicz

I, Edwin Jurewicz, being first duly sworn, depose and state as follows:

1. I am over the age of 18, of sound mind, and competent to make this affidavit. I have personal knowledge of the facts stated herein.

2. I am the father of the Defendant, Nathan Jurewicz. I am divorced from Nathan's mother, Debra Cunningham, and we live in separate residences. I do not reside at, and have no ownership or control over, the home located at 3053 Calvano Drive, Land O' Lakes, Florida 34639.

3. On or about April 29, 2025, a process server came to my office located at 4053 Gunn Highway, Tampa, Florida 33618 and stated that he was attempting to serve legal documents on Nathan Jurewicz. Nathan was not present, and I did not accept service on his behalf.

4. During that visit, the process server told me, in substance, that if Nathan was not served and twenty (20) days passed without Nathan appearing in court, the judge could enter a default judgment against Nathan. I understood him to represent that a default could be entered against Nathan whether or not Nathan was ever actually served.

5. I did NOT tell that process server, or any process server, that Nathan Jurewicz lives or resides at 3053 Calvano Drive, Land O' Lakes, Florida, or at any other specific address. Any representation that I identified Nathan's residence to a process server is false.

6. Neither I nor Nathan stated, in my presence, that Nathan “was not going to go to court,” that Nathan would not appear, or that Nathan intended to evade or avoid service of process. Any representation attributing such a statement to me or to Nathan is false.

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7. I make this affidavit voluntarily, of my own free will, and I am willing to testify to these facts if called to do so.

FURTHER AFFIANT SAYETH NAUGHT.

Edwin Jurewicz Date: 7/8/26

Edwin Jurewicz, Affiant

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 8th day of July, 2026, by Edwin Jurewicz, who is ☑ personally known to me or ☐ produced _____ as identification.

Maria M. Flaherty

Notary Public, State of Florida

Printed name: Maria M. Flaherty My commission expires: 4.14.2029

Notary Public State of Florida
Maria M. Flaherty
My Commission HH 604488
Expires 4/14/2029

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA
CIVIL DIVISION

TRULIEVE, INC.,
Plaintiff,
v.

Case No.: 2025-CA-001071-CAAXES
Division: J4

NATHAN JUREWICZ,
Defendant.

AFFIDAVIT OF Debra Cunningham

I, Debra Cunningham, being first duly sworn, depose and state as follows:

1. I am over the age of 18, of sound mind, and competent to make this affidavit. I have personal knowledge of the facts stated herein.

2. I am the mother of the Defendant, Nathan Jurewicz. I reside at 3053 Calvano Drive, Land O' Lakes, Florida 34639. I am divorced from Nathan's father, Edwin Jurewicz, and we live in separate residences.

3. Nathan Jurewicz does NOT live or reside at my home at 3053 Calvano Drive, and he did not reside there on May 27, 2025, or at any relevant time.

4. On May 27, 2025, at approximately 6:19 p.m., a process server came to the front door of my home stating that he was attempting to serve legal documents on Nathan Jurewicz. This visit was recorded by my home security cameras (doorbell and driveway).

5. I told the process server that Nathan does not live at my home.

6. The process server indicated to me that he had been told Nathan lived at my address. That is not correct; Nathan does not live at my home.

7. Despite being told that Nathan does not live there, the process server left the documents at my doorstep and departed. I later retrieved the documents from my doorstep. My security video shows the process server at my door holding the documents, shows me retrieving the documents he left, and shows him walking away across the driveway.

8. I make this affidavit voluntarily, of my own free will, and I am willing to testify to these facts if called to do so.

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FURTHER AFFIANT SAYETH NAUGHT.

Debra Cunningham Date: 7.9.2026
q.c.

Debra Cunningham, Affiant

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 09 day of July, 2026, by Debra Cunningham, who is ☐ personally known to me or ☑ produced FDL - as identification.

Deborah M. Harris

Notary Public, State of Florida
Printed name: Deborah M. Harris My commission expires: Sept. 24, 2027

DEBORAH M. HARRIS
Notary Public - State of Florida
Commission # HH 425643
My Comm. Expires Sep 24, 2027

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA

Trulieve, Inc. v. Jurewicz — Case No. 2025-CA-001071-CAAXES — Division J4

EXHIBIT 24-D

Still Images from Home-Security (Blink) Video of the May 27, 2025 Service Attempt

at 3053 Calvano Drive, Land O' Lakes, Florida (residence of Debra Cunningham)

The still images below are true and accurate frames extracted from the native home-security (Blink) video recordings, which are filed in electronic/native format and authenticated in the Affidavit of Nathan Jurewicz. Camera timestamps reflect the evening of May 27, 2025.



Image 1 — Front doorbell camera (approx. 6:19 p.m.): the process server stands at the front door reading the papers; the homeowner, Debra Cunningham, stands inside the doorway. Source file: 2025-05-27_18-19_Doorbell_ProcessServer_and_Mom_at_Door.MOV



Image 2 — Front doorbell camera (approx. 6:20 p.m.): the homeowner at the doorway as the papers are handled. Source file: 2025-05-27_18-20_Doorbell_Mom_Retrieves_Papers.MOV



Image 3 — Driveway camera (approx. 6:20 p.m.): the process server walks away from the residence to his vehicle in the driveway. Source file: 2025-05-27_18-20_Driveway_ProcessServer_Departing.MOV

Transcription of the Doorstep Exchange

The following is a transcription of the audible exchange captured on the front-door recording (Image 1, above):

Defendant's Mother: "He doesn't live here."

Process Server: "He doesn't live here? OK, now we have had conflicting reports that his Father said he had lived here. So can I give you some documents here for—?"

Defendant's Mother: "No."

[The process server then left the documents on the front porch and departed.]

Significance: The homeowner told the process server that Defendant does not live at the residence and declined the documents. The server acknowledged that the sole basis for attempting service at that address was a claimed report that Defendant's father said Defendant lived there — a claim the father denies under oath (Affidavit of Edwin Jurewicz). The server nonetheless left the documents at a residence where he had just been told Defendant does not live.

Note: Defendant does not reside at 3053 Calvano Drive; it is the separate residence of his mother, Debra Cunningham. See Affidavit of Nathan Jurewicz, Affidavit of Debra Cunningham, and Affidavit of Edwin Jurewicz.

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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA

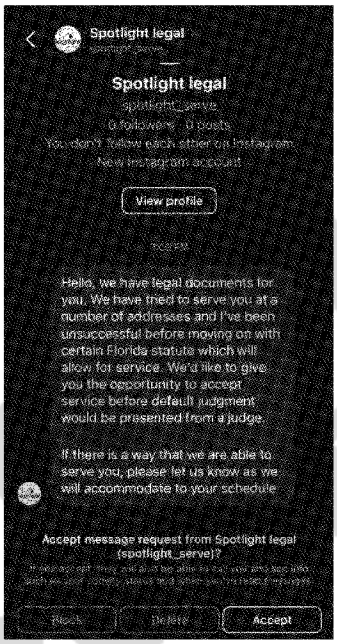
Trulieve, Inc. v. Jurewicz — Case No. 2025-CA-001071-CAAXES — Division J4

EXHIBIT 24-E

Instagram Message from "Spotlight legal" (spotlight_serve) to Defendant

Received as an unaccepted message request (message-request / spam area) — April 29, 2025, 3:09 p.m.

Below is a true and correct copy of the screenshot of the message as received, followed by a transcription. The screenshot is authenticated in the Affidavit of Nathan Jurewicz.



Transcription of the message:

"Hello, we have legal documents for you. We have tried to serve you at a number of addresses and I've been unsuccessful before moving on with certain Florida statute which will allow for service. We'd like to give you the opportunity to accept service before default judgment would be presented from a judge.

If there is a way that we are able to serve you, please let us know as we will accommodate to your schedule"

Profile shown: "Spotlight legal" · username spotlight_serve · 0 followers · 0 posts · "New Instagram account" · presented with Block / Delete / Accept (message request not accepted).

Significance: The message implies that a default judgment could be "presented from a judge" absent valid service, which misstates the law — no default may be entered without valid service. It was sent from a brand-new, zero-follower account and left unaccepted in Defendant's message-request/spam area; it is not a substitute for lawful service.

DUKE ENERGY.

duke-energy.com
800.700.8744

Your Energy Bill

Service address
NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549

Bill date Aug 6, 2024
For service Jul 3 - Aug 2
31 days

Account number [redacted]

Billing summary

Previous Amount Due	$158.23
Payment Received Jul 31	-158.23
Current Electric Charges	187.22
Other Charges and Credits	5.00
Taxes	4.96
Total Amount Due Aug 27	**$197.18**

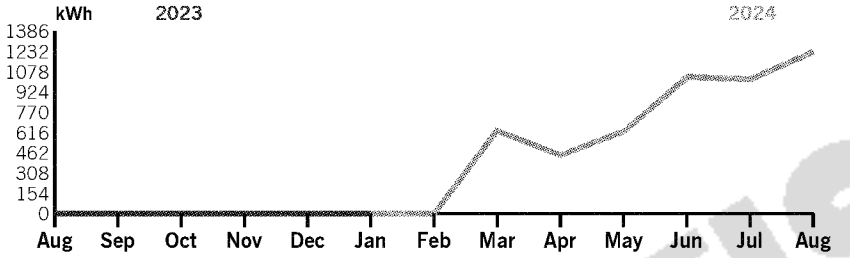
Thank you for your payment.

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 8.7%, Purchased Power 6.2%, Gas 79.5%, Oil 0.1%, Nuclear 0%, Solar 5.5% (For prior 12 months ending June 30, 2024).

Take charge of your home's energy use this summer. Discover ways you can save with our helpful solutions and tips at duke-energy.com/SummerTips

Your usage snapshot

Electric usage history



Average temperature in degrees

85° 82° 76° 69° 64° 61° 62° 70° 73° 82° 83° 84° 84°

	Current Month	Aug 2023	12-Month Usage	Avg Monthly Usage
Electric (kWh)	1,232	0	N/A	834
Avg. Daily (kWh)	40	0	N/A	

12-month usage based on most recent history

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Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a $5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

DUKE ENERGY.

Account number [redacted]

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Amount due

$197.18
by Aug 27

After Aug 27, the amount due will increase to $202.18.

$_____
Add here, to help others with a contribution to Share the Light

$_____
Amount enclosed

NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549-9380

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

[redacted]

We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

Call before you dig

Call	800.432.4770 or 811

Check utility rates

Check rates and charges	duke-energy.com/rates

Correspond with Duke Energy (not for payment)

P.O. Box 14042

St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Sep 4

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is $13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and $14 after 7 p.m. or on the weekends.

Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

UNOFFICIAL DOCUMENT

DUKE ENERGY.
duke-energy.com
800.700.8744

Account number [redacted]

Your usage snapshot - Continued

Current electric usage for meter number 3748485	
Actual reading on Aug 2	3897
Previous reading on Jul 3	- 2665
Energy Used	1,232 kWh
Billed kWh	1,232.000 kWh

Billing details - Electric

Billing Period - Jul 03 24 to Aug 02 24	
Meter - 3748485	
Customer Charge	$12.89
Energy Charge	
1,000.000 kWh @ 9.171c	91.71
Energy Charge	
232.000 kWh @ 10.071c	23.36
Fuel Charge	
1,000.000 kWh @ 4.372c	43.72
Fuel Charge	
232.000 kWh @ 5.442c	12.63
Asset Securitization Charge	
1,232.000 kWh @ 0.236c	2.91
Total Current Charges	**$187.22**

Your current rate is Residential Service (RS-1).

For a complete listing of all Florida rates and riders, visit duke-energy.com/rates

Billing details - Other Charges and Credits

Late Fee	$5.00
Total Other Charges and Credits	**$5.00**

Billing details - Taxes

Regulatory Assessment Fee	$0.16
Gross Receipts Tax	4.80
Total Taxes	**$4.96**

UNOFFICIAL DOCUMENT

DUKE ENERGY.

duke-energy.com
800.700.8744

Your Energy Bill

Service address
NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549

Bill date Apr 4, 2025
For service Mar 5 - Apr 2
29 days

Account number [redacted]

Billing summary

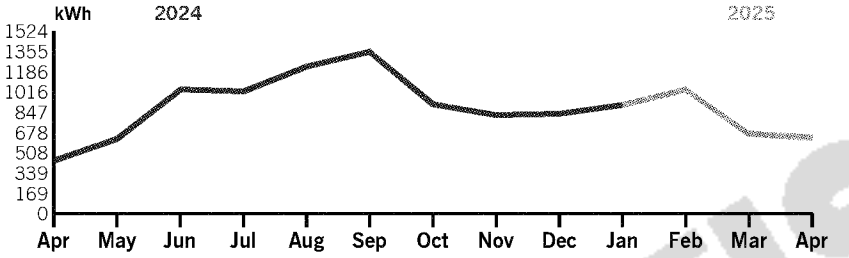
Previous Amount Due	$124.33
Payment Received Apr 01	-124.33
Current Electric Charges	115.67
Other Charges and Credits	5.00
Taxes	3.07
Total Amount Due Apr 25	**$123.74**

Thank you for your payment.

Know what's below. Call before you dig. Always call 811 before you dig, it's the law. Making this free call at least two full business days before you dig gets utility lines marked and helps protect you from injury and expense. Call 811 or visit sunshine811.com.

Your usage snapshot

Electric usage history



Average temperature in degrees

73° 82° 83° 84° 84° 82° 76° 72° 64° 56° 67° 68° 78°

	Current Month	Apr 2024	12-Month Usage	Avg Monthly Usage
Electric (kWh)	636	447	11,112	926
Avg. Daily (kWh)	22	15	30	

12-month usage based on most recent history

UNOFFICIAL DOCUMENT

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a $5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

DUKE ENERGY.

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number [redacted]

Amount due

$123.74
by Apr 25

After Apr 25, the amount due will increase to $128.74.

$_____
Add here, to help others with a contribution to Share the Light

$_____
Amount enclosed

NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549-9380

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

[redacted]

We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

Call before you dig

Call	800.432.4770 or 811

Check utility rates

Check rates and charges	duke-energy.com/rates

Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: May 2
Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your electric service may be disconnected if your payment is past due
If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection.

Electric service does not depend on payment for other products or services
Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

When you pay by check
We may process the payment as a regular check or convert it into a one-time electronic check payment.

Asset Securitization Charge
A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

Medical Essential Program
Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers
Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

Para nuestros clientes que hablan Español
Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.

UNOFFICIAL DOCUMENT

DUKE ENERGY.
duke-energy.com
800.700.8744

Account number [redacted]

Your usage snapshot - Continued

Current electric usage for meter number 3748485	
Actual reading on Apr 2	11086
Previous reading on Mar 5	- 10450
Energy Used	636 kWh
Billed kWh	636.000 kWh

Billing details - Electric

Billing Period - Mar 05 25 to Apr 02 25	
Meter - 3748485	
Customer Charge	$13.76
Energy Charge	
636.000 kWh @ 12.179c	77.46
Fuel Charge	
636.000 kWh @ 3.630c	23.09
Asset Securitization Charge	
636.000 kWh @ 0.214c	1.36
Total Current Charges	**$115.67**

Your current rate is Residential Service (RS-1).

For a complete listing of all Florida rates and riders, visit duke-energy.com/rates

Billing details - Other Charges and Credits

Late Fee	$5.00
Total Other Charges and Credits	**$5.00**

Billing details - Taxes

Regulatory Assessment Fee	$0.10
Gross Receipts Tax	2.97
Total Taxes	**$3.07**

UNOFFICIAL DOCUMENT

DUKE ENERGY.

duke-energy.com
800.700.8744

Your Energy Bill

Service address
NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549

Bill date May 6, 2025
For service Apr 3 - May 2
30 days

Account number [redacted]

Billing summary

Previous Amount Due	$123.74
Payment Received May 03	-123.74
Current Electric Charges	133.12
Other Charges and Credits	5.00
Taxes	3.54
Total Amount Due May 27	**$141.66**

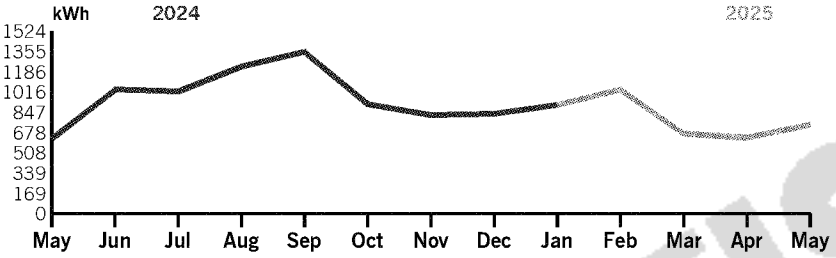
Thank you for your payment.

Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 6.9%, Purchased Power 3.5%, Gas 82.9%, Oil 0.1%, Nuclear 0%, Solar 6.6% (For prior 12 months ending March 31, 2025).

Duke Energy offers energy efficiency programs to help you save money and energy, including a Free Home Energy Check available online, via phone, or in-your home by an energy expert from Duke Energy. An optional Energy Analysis/Rating including payback estimates can be conducted for a small fee, if desired. For more information, visit us at duke-energy.com/HEC.

Your usage snapshot

Electric usage history



Average temperature in degrees

82° 83° 84° 84° 82° 76° 72° 64° 56° 67° 69° 76° 78°

	Current Month	May 2024	12-Month Usage	Avg Monthly Usage
Electric (kWh)	745	629	11,228	936
Avg. Daily (kWh)	25	21	31	

12-month usage based on most recent history

UNOFFICIAL DOCUMENT

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a $5.00 or 1.5%, late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

DUKE ENERGY.

Account number [redacted]

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Amount due

$141.66 *by May 27*

After May 27, the amount due will increase to $146.66.

$_____ Add here, to help others with a contribution to Share the Light

$_____ **Amount enclosed**

NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549-9380

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

[redacted]

We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

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Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

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Call	800.432.4770 or 811

Check utility rates

Check rates and charges	duke-energy.com/rates

Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Jun 3
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If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection.

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Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers
Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

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UNOFFICIAL DOCUMENT

DUKE ENERGY.
duke-energy.com
800.700.8744

Account number [redacted]

Your usage snapshot - Continued

Current electric usage for meter number 3748485	
Actual reading on May 2	11831
Previous reading on Apr 3	- 11086
Energy Used	745 kWh
Billed kWh	745.000 kWh

Billing details - Electric

Billing Period - Apr 03 25 to May 02 25	
Meter - 3748485	
Customer Charge	$13.76
Energy Charge	
745.000 kWh @ 12.179c	90.73
Fuel Charge	
745.000 kWh @ 3.630c	27.04
Asset Securitization Charge	
745.000 kWh @ 0.214c	1.59
Total Current Charges	**$133.12**

Your current rate is Residential Service (RS-1).

For a complete listing of all Florida rates and riders, visit duke-energy.com/rates

Billing details - Other Charges and Credits

Late Fee	$5.00
Total Other Charges and Credits	**$5.00**

Billing details - Taxes

Regulatory Assessment Fee	$0.12
Gross Receipts Tax	3.42
Total Taxes	**$3.54**

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FRONTIER

NATHAN JUREWICZ Account Number: [redacted]

PIN: [redacted]

Billing Date:
Jan 06, 2026

Billing Period
Jan 06 - Feb 05, 2026

Hi NATHAN,
Simplify your payments! Enroll in Auto Pay today to avoid missed payments and service interruptions.

Total balance
$69.49
due
Jan 30

Bill history

Previous balance	$69.49
Payment received by Jan 06, thank you	-$69.49

Service summary

	Previous month	Current month
Internet	$64.99	$64.99
Other	$4.50	$4.50
Total services	$69.49	$69.49
Total balance		$69.49

Manage your account, payments, and services anytime, anywhere with the MyFrontier app. Download your free app today. To learn more visit frontier.com/myfrontierapp

UNOFFICIAL DOCUMENT

***Moving soon?** Take advantage of our Move-In Special—get Fiber 1G and Whole Home Wi-Fi for just $49.99/mo! Learn more at frontier.com/movers*

FRONTIER
P.O. Box 211579
Eagan, MN 55121-2579

[redacted]

NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549-9380

Total balance
$ 69.49

Due by
Jan 30

Account number
[redacted]

Amount enclosed
$

Mail payment to:
FRONTIER
PO BOX 740407
CINCINNATI, OH 45274-0407

[redacted]

MADE WITH Scanner App

DUKE ENERGY

duke energy.com
800 700 8744

Your Energy Bill

Service address
NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549

Bill date Jan 7, 2026
For service Dec 8 - Jan 5
34 days

Account [redacted]

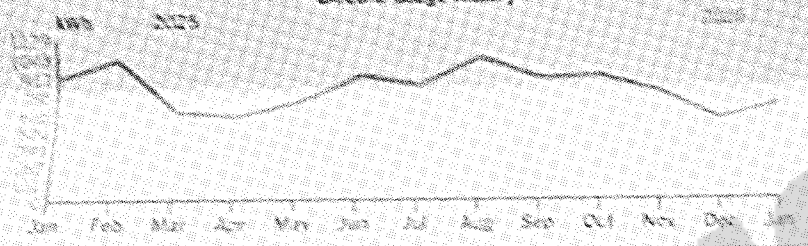
Billing summary

Previous Amount Due	$120.65
Payment Received Dec 27	-120.65
Current Electric Charges	140.84
Taxes	3.73
Total Amount Due Jan 28	**$144.57**

Thank you for your payment.

Your usage snapshot

Electric usage history



Average temperature in degrees

	Current Month	Jan 2025	12-Month Usage	Avg Monthly Usage
Electric (kWh)	911	910	9,840	824
Avg. Daily (kWh)	27	29	27	

12-month usage based on most recent bill

UNOFFICIAL DOCUMENT

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a $5.00 or 1.5% late charge, whichever is greater.

Please return this portion with your payment. Thank you for your business.

DUKE ENERGY

Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number [redacted]

$144.57
by Jan 28

After Jan 28, the amount due will increase to $149.57

$_____ Add here, to help others with a contribution to Share the Light

$_____ Amount enclosed

002065 000015335

NATHAN JUREWICZ
1938 HERON COVE DR
LUTZ FL 33549-9380

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

[redacted] 575

MADE WITH Scanner App

LEASE EXTENSION ADDENDUM

Resident(s): Nathan Jerewicz, Brandon Eady

Address: 1938 Heron Cove Dr
Lutz, FL 33549

THIS LEASE EXTENSION ADDENDUM was made and entered by and between the above Resident(s) and Michael Materazzo, hereinafter referred to as "Landlord"; and

WHEREAS, the Landlord and Resident fully intend to be bound by this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Resident agrees as follows:

1. The termination date on the lease agreement shall be extended for an additional 6 month(s) basis upon the same terms and conditions as contained in the lease agreement except for those provisions contained in this Addendum. The new termination date shall be 12/31/2025.

2. The new early termination fee shall be $ 0.00.

3. The rental amount for the period beginning 07/01/2025 until the termination date stated in paragraph one hereinabove shall be $ 1,950.00 per month.

EXECUTED this 30th day of June, 2025.

Resident

Authorized Agent for Landlord

Resident

UNOFFICIAL DOCUMENT

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA

Trulieve, Inc. v. Jurewicz — Case No. 2025-CA-001071-CAAXES — Division J4

EXHIBIT 24-I

Text Messages Between Defendant and the Property Manager for 1938 Heron Cove Drive

"Chris Property Manager" (iMessage) — February–March 2024

The following is a true and correct transcription. The native screenshot is authenticated in the Affidavit of Nathan Jurewicz and is filed herewith. This exchange corroborates that Defendant was the tenant/occupant at 1938 Heron Cove Drive, communicating with the property manager about repairs, as early as February 2024.

Feb. 27, 2024, 12:33 p.m. — from property manager:

"Repair guys name is Bob. Company is Cross Creek plumbing and A/C. His wife Paula will call you to schedule. Thanks"

[Defendant reacted to the message.]

Mar. 2, 2024, 4:23 p.m. — from Defendant:

"Hey chris, the plumber came buy but said it wasn't garbage disposal problem it was an electric problem."

From property manager:

"Did he fix it? Because we paid for it. They told me it was the disposal and a leak"

From Defendant:

"No he's a plumber not an electrician. He probably charged you a service call for coming out. I think they fixed the leak"

Significance: Corroborates Defendant's tenancy and occupancy at 1938 Heron Cove Drive well before this action, consistent with the written lease (Ex. 24-H) and the utility records (Exs. 24-F, 24-G).

UNOFFICIAL DOCUMENT

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA

Trulieve, Inc. v. Jurewicz - Case No. 2025-CA-001071-CAAXES - Div. J4

EXHIBIT 24-J

Public-Records Skip-Trace Report - Excerpt (Address Location)

The following is an excerpt (the Addresses page) from a Westlaw PeopleMap (Premier) public-records report for Nathan Jurewicz, generated July 9, 2026. The report identification appears in the page header.

SENSITIVE INFORMATION OMITTED: the personal identifiers contained in the full report - including Social Security number, date of birth, driver's license numbers, financial and credit-header account data, telephone numbers, and third-party / household information - have been omitted to protect personal and third-party privacy. The complete report is available for in camera inspection on request.

SIGNIFICANCE: The report reflects that 1938 Heron Cove Drive, Lutz, FL 33549 was associated with Defendant and reported as of January 5, 2025 - before Plaintiff's substituted-service efforts - confirming that Defendant's residential address was available through a routine public-records search.

UNOFFICIAL DOCUMENT

Addresses

Address	
4053 GUNN HWY, TAMPA, FL 33618-8723 | HILLSBOROUGH County	
Reported 08/31/2021 - 04/09/2026	
By Motor Vehicle 03/07/2023 - 04/09/2026	Motor Vehicle #1 | Motor Vehicle #2
By Driver License 05/08/2025 - 05/08/2025	Driver License
By Experian Credit Header 10/30/2021 - 10/30/2021	Experian Credit Header
By Experian Credit Header Real Time 10/30/2021 - 10/30/2021	Experian Credit Header Real Time
By Equifax Credit Header 09/30/2021 - 09/30/2021	Equifax Credit Header
By People Household	People Household
1938 HERON COVE DR, LUTZ, FL 33549-9380 | PASCO County	
Reported 01/05/2025 - 01/05/2025	
By Experian Credit Header 01/05/2025 - 01/05/2025	Experian Credit Header
By Experian Credit Header Real Time 01/05/2025 - 01/05/2025	Experian Credit Header Real Time
5509 BLUEJAY LN, TAMPA, FL 33625-1902 | HILLSBOROUGH County	
Reported 03/01/1997 - 10/31/2023	
By Equifax Credit Header 04/30/2014 - 04/30/2014	Equifax Credit Header
By Experian Credit Header 06/14/1997 - 09/15/2006	Experian Credit Header
By Motor Vehicle 01/28/2005 - 01/28/2005	Motor Vehicle
By Bank Account Header Records 04/06/2001 - 04/06/2001	Bank Account Header Records #1 | Bank Account Header Records #2
By People Find 03/01/1997 - 03/01/1997	People Find
By People Household	People Household
3053 CALVANO DR, LAND O LAKES, FL 34639-5480 | PASCO County	
Reported 07/01/2004 - 06/26/2022	
By Experian Credit Header Real Time 11/02/2015 - 06/26/2022	Experian Credit Header Real Time
By Motor Vehicle 05/04/2018 - 10/05/2021	Motor Vehicle #1 | Motor Vehicle #2
By Bank Account Header Records 10/23/2019 - 04/24/2020	Bank Account Header Records #1 | Bank Account Header Records #2
By Driver License 10/22/2015 - 01/18/2019	Driver License #1 | Driver License #2
By Experian Credit Header 11/02/2015 - 05/04/2016	Experian Credit Header
By Equifax Credit Header 10/31/2015 - 10/31/2015	Equifax Credit Header
By People Find 10/31/2015 - 10/31/2015	People Find #1 | People Find #2
By Phone Records 07/01/2004 - 07/01/2004	Phone Records
By Motor Vehicle Service & Warranty Records	Motor Vehicle Service & Warranty Records
By People Household	People Household
By Professional License	Professional License #1 | Professional License #2 | Professional License #3 | Professional License #4 | Professional License #5
PO BOX 340712, TAMPA, FL 33694-0712 | HILLSBOROUGH County	
Reported 02/29/2004 - 04/12/2018	
By People Find 04/12/2018 - 04/12/2018	People Find
By Motor Vehicle 03/10/2009 - 06/30/2009	Motor Vehicle #1 | Motor Vehicle #2
By Experian Credit Header 04/29/2004 - 04/03/2008	Experian Credit Header
By Equifax Credit Header 03/31/2004 - 03/31/2004	Equifax Credit Header
By Professional License	Professional License
506 S TAMPANIA AVE APT 8, TAMPA, FL 33609-4146 | HILLSBOROUGH County	
Reported 02/04/2009 - 01/07/2016	
By Experian Credit Header Real Time 10/01/2013 - 01/07/2016	Experian Credit Header Real Time
By Motor Vehicle 03/26/2014 - 03/04/2015	Motor Vehicle #1 | Motor Vehicle #2

UNOFFICIAL DOCUMENT

The data provided to you by WESTLAW may not be used as a factor in establishing a consumer's eligibility for credit, insurance, employment, or for any other purpose authorized under the FCRA.

APPENDIX · CITED AUTHORITIES

(Provided for the Court's convenience)

1. Miller v. Partin, 31 So. 3d 224 (Fla. 5th DCA 2010)
2. Monaco v. Nealon, 810 So. 2d 1084 (Fla. 4th DCA 2002)

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MILLER v. PARTIN

31 So. 3d 224 (Fla. 5th DCA 2010)
District Court of Appeal of Florida, Fifth District
No. 5D08-4486. | Decided: March 12, 2010

Josephine Jennie MILLER, Appellant, v. Gladys G. PARTIN, as Trustee, etc., et al., Appellee.

Frederic B. O'Neal, Windermere, for Appellant. J. Stephen McDonald and Stephanie L. Knott, of Shuffield, Lowman & Wilson, P.A., Orlando, for Appellee.

The appellant, William J. Garnett, III, appealed from a final order in a partition action. As Mr. Garnett passed away prior to the decision in this appeal, however, Josephine Jennie Miller was substituted for him as appellant. The primary issue raised by the appellant concerns whether constructive service upon Mr. Garnett was proper. Because we conclude that it was not, we reverse.

Mr. Garnett was an owner of an undivided interest as a tenant-in-common of a parcel of real estate consisting of about 25 undeveloped acres. The appellees, Gladys G. Partin, et al., were the other tenants-in-common with respect to the parcel and were the plaintiffs below. The appellees filed a complaint seeking, among other relief, a partition of the property. The complaint alleged that the acreage was not reasonably susceptible to an equitable physical division without prejudice to the appellees because of the configuration of the property. The appellees for this reason asked for a partition sale pursuant to section 64.071, Florida Statutes (2007), and claimed that a sale would not be prejudicial to Mr. Garnett's interest. The appellees also requested an accounting to factor in any expenses paid by the plaintiffs and any possible waste committed by Mr. Garnett.

Although a summons was issued, the summons and complaint went unserved because Mr. Garnett's residence was, according to the Sheriff's Office, a piece of wooded property. The sheriff's return contained a note to the effect that the process server was told by someone in a nursery business next door to this property that the defendant lived somewhere in the woods in a makeshift hut. The return of service read further, “It is close to impossible to get back to him.”

Based solely on this return, an attorney for the appellees filed an affidavit for service by publication stating that Mr. Garnett could not be found within Florida for the purpose of service of the summons. The attorney asserted that constructive service was authorized in this instance by rule 1.070(e), Florida Rules of Civil Procedure, and by section 49.041, Florida Statutes (2007). In addition, the attorney affied that he had made a diligent search and inquiry to locate William Garnett as evidenced by the return of service from the Orange County Sheriff's Office. The attorney wrote that to his “best knowledge and belief,” Mr. Garnett “has concealed himself so that process cannot be personally served upon him.” Notice of the action was then published.

The appellees next filed a motion for default by clerk for failure of Mr. Garnett to file a responsive pleading to the complaint that had been made available through publication or constructive service, and the clerk in due course entered a default. They then moved for entry of a final default judgment, and the trial court

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granted the motion. The court subsequently entered a final judgment for partition, and the property was sold at auction. The appellees were the successful bidders.

Eventually, Mr. Garnett filed a motion to set aside the default and default judgment, along with affidavits of Mr. Garnett. The Garnett affidavit indicated that Mr. Garnett had lived at the same place for the past twenty years, and that the same plaintiffs had served process on him personally at the same address on at least two separate occasions. In addition, Mr. Garnett affied that the attorney who signed the affidavit to support constructive service had actually spoken to Mr. Garnett by telephone, and told Mr. Garnett "not to worry about the paperwork he had received about the case, and that the paperwork did not mean anything." Mr. Garnett's affidavit also said that he was never asked to meet a deputy for purposes of accepting service, and that although his home is not visible from the road, "the Plaintiffs have been to Garnett's home." Finally, Mr. Garnett also indicated that his residence is accessible from a dirt road from a gate on the primary cross street, and that his neighbor (who the deputy apparently talked to) had access to a key to the gate. No part of this affidavit is rebutted by the appellees in the record, except that they assert that their attorney did not tell Mr. Garnett that the paperwork was not important.

The appellees subsequently moved to strike the motion to set aside default and default judgment. The trial court granted the motion, and then approved an accounting and distribution of funds and ordered the issuance of a new certificate of title. This appeal followed.

A fundamental requirement of due process in any judicial proceeding is notice reasonably calculated both to apprise interested parties of the pendency of the action, and to give the party so notified an opportunity to present his or her side of the controversy. Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Due process considerations do take into account the need to serve a party by publication when the circumstances authorize it, but notice by publication is generally regarded as insufficient with respect to an individual whose name and address are known or easily ascertainable. Robinson v. Hanrahan, 409 U.S. 38, 40 (1972); Lorie v. Calderon, 982 So.2d 1199, 1201 (Fla. 3d DCA 2008).

On its surface the law concerning service of process by publication is relatively clear. Where personal service of process cannot be had, service of process by publication may be utilized in any case allowed by section 49.011 upon any party, natural or corporation, known or unknown. § 49.021, Fla. Stat. (2007). Pursuant to section 49.011, service of process by publication may be utilized in any court on any party in order to partition real or personal property within the jurisdiction of the court. § 49.011(3), Fla. Stat. (2007).

As a condition precedent to service by publication, a statement must be filed in the action executed by the plaintiff, the plaintiff's agent or attorney, setting forth the matters contained in section 49.041, Florida Statutes. More specifically, section 49.041 requires the sworn statement of the plaintiff or his or her agent or attorney to show for purposes of obtaining service by publication on a natural person that: (1) a diligent search and inquiry had been made to discover the name and residence of such person, and that the same is set forth in the sworn statement "as particularly as is known" to the affiant; and (2) whether such person is over or under the age of 18 years, if known; and (3) that the residence of the person is either (a) unknown to the affiant, or (b) in some state or country other than Florida, or (c) in Florida but the person has been absent from the state for more than 60 days preceding the making of the sworn statement, or has concealed

himself or herself so that process cannot be personally served, and that there is no person in Florida upon whom service of process would bind the absent or concealed defendant. In any case, the determinative factor is whether personal service "cannot be had." See Gans v. Heathgate-Sunflower Homeowners Ass'n, Inc., 593 So.2d 549, 551 (Fla. 4th DCA 1992).

When a plaintiff seeks service of process by publication, due process demands that an honest and conscientious effort, reasonably appropriate to the circumstances, be made to acquire the information necessary to fully comply with the controlling statutes. While certainly exceptions might exist, ordinarily this effort would involve more than simply one failed attempt at service, and would include talking to neighbors or trying to contact the person to be served by phone or mail. We reiterate, however, that absent unusual circumstances, including circumstances showing an attempt to avoid service of process, service by publication is generally not sufficient with respect to an individual whose name and address are known or easily ascertainable. See Lorie.

Here, although the appellees' affidavit of diligent search was facially sufficient in that it alleged that diligent search and inquiry was made, the court was obligated to go further when that proposition was challenged. The test to be applied is whether the plaintiff reasonably employed the knowledge at his or her command, made diligent inquiry, and exerted an honest and conscientious effort appropriate to the surrounding circumstances to acquire the information necessary to enable the plaintiff to effect personal service on the defendant. Shepheard v. Deutsche Bank Trust Co. Americas, 922 So.2d 340, 343 (Fla. 5th DCA 2006); Demars v. Village of Sandalwood Lakes Homeowners Ass'n, Inc., 625 So.2d 1219, 1224 (Fla. 4th DCA 1993); Canzoniero v. Canzoniero, 305 So.2d 801, 803 (Fla. 4th DCA 1975).

Here, the appellees plainly failed this test. The unrebutted sworn statements indicate that the appellees knew precisely where Mr. Garnett lived because they had visited with him in his house and because he had twice previously been served at the same address listed for him in the summons. The attorney for the appellees (who, incidentally, is not the appellate counsel for the appellees) knew that Mr. Garnett was in Florida because he spoke to him by phone and sent him correspondence. Reliance on the single return of process under the facts of this case could not possibly support the diligent search requirement.

A judgment against Mr. Garnett based on this flawed attempt at constructive service by publication is not in accordance with the applicable due process standards. The orders of the trial judge denying the motion to vacate the default judgment and the orders denying other associated relief requested by Mr. Garnett arose, therefore, out of an abuse of discretion by the trial court. See North Shore Hosp., Inc. v. Barber, 143 So.2d 849, 852 (Fla. 1962); KFC USA, Inc. v. Depew, 879 So.2d 55 (Fla. 5th DCA 2004). Accordingly, we reverse the final default judgment of partition, as well as the orders preceding it, including the order to issue certificate of title, and remand for further proceedings not inconsistent with this opinion.

REVERSED and REMANDED.

MONACO, C.J. GRIFFIN and EVANDER, JJ., concur.

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MONACO v. NEALON

810 So. 2d 1084 (Fla. 4th DCA 2002)
District Court of Appeal of Florida, Fourth District
No. 4D01-3223. | Decided: March 20, 2002

Gregory MONACO and Interstate Towing, Inc., a/k/a Interstate Transport, Appellants, v. Florence NEALON, Appellee.

Jacqueline G. Emanuel of Riley, Knoerr & Emanuel, Fort Lauderdale, for appellants. Carroll E. Ayers of Ayers & Byrd, Wakefield, Massachusetts, for appellee.

Gregory Monaco and Interstate Towing, Inc., appeal a non-final order denying their motion to quash service of process. This court has jurisdiction. See Fla. R. App. P. 9.130(a)(3)(C)(i).

Appellee, Florence Nealon, attempted to serve Monaco and Interstate pursuant to section 48.171, Florida Statutes (2000). In a lawsuit arising out of a motor vehicle accident in Florida, section 48.171 authorizes substituted service of process upon the secretary of state for motor vehicle owners (Interstate) or operators (Monaco) who are non-residents or have concealed their whereabouts. See id.

When using substituted service under section 48.171, a plaintiff such as Nealon must meet two requirements: 1) the complaint must allege the ultimate facts bringing the defendant within the purview of the statute, see Fla. R. Civ. P. 1.070(h); Farouki v. Attel et Cie, 682 So.2d 1185, 1186 (Fla. 4th DCA 1996), and 2) the service must strictly comply with section 48.161, Florida Statutes (2000), which sets forth the method of substituted service of process. See Mercy Lu Enters. v. Liberty Mut. Ins. Co., 681 So.2d 758, 759 (Fla. 4th DCA 1996). Because the statute allowing substituted service is an exception to the general rule requiring a defendant to be personally served, due process values require strict compliance with the statutory requirements. Id.; see also Wyatt v. Haese, 649 So.2d 905, 907 (Fla. 4th DCA 1995); Chapman v. Sheffield, 750 So.2d 140, 142 (Fla. 1st DCA 2000).

Under section 48.161, the plaintiff must serve the secretary of state designated in section 48.171 and mail a copy of the summons and complaint to the defendant by registered or certified mail. "The plaintiff must then file the return receipt for the papers mailed to the defendant along with an affidavit showing compliance with the applicable statute." Chapman, 750 So.2d at 142; see § 48.161(1), Fla. Stat. (1999); Wyatt, 649 So.2d at 907.

In the case at hand, the record reflects no attempt by Nealon to serve either defendant by registered or certified mail, and contains no affidavit of compliance reflecting any attempt to serve them by mail. Nowhere in Nealon's brief does she argue that she has complied with these statutory requirements. "Because service of process was not perfected, the trial court did not obtain jurisdiction" over either Monaco or Interstate. Mercy Lu, 681 So.2d at 759. Failure to timely file an affidavit of compliance alone warrants quashing of the substituted service. Wyatt, 649 So.2d at 907-08; Law Offices of Evan I. Fetterman v. Inter-Tel, Inc., 480 So.2d 1382, 1386 (Fla. 4th DCA 1985); Smith v. Import Birds, Inc., 461 So.2d 1026, 1027 (Fla. 4th DCA 1985).

We also note that Nealon's complaint fails to plead the statutory basis for invoking section 48.171 with respect to Interstate. “It is well settled that ‘[t]o support substituted service of process on a defendant, the complaint must allege the jurisdictional requirements prescribed by statute. If it fails to do so then a motion to quash process should be granted.’” Farouki, 682 So.2d at 1186 (quoting Drake v. Scharlau, 353 So.2d 961, 964 (Fla. 2d DCA 1978)); see also Wiggam v. Bamford, 562 So.2d 389, 390 (Fla. 4th DCA 1990) (“the complaint fails to allege that appellant is a nonresident or concealing herself. On that basis alone it is fatally defective.”).

The order denying Monaco's and Interstate's motions to quash service of process is reversed.

GROSS, J. STEVENSON and HAZOURI, JJ., concur.

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