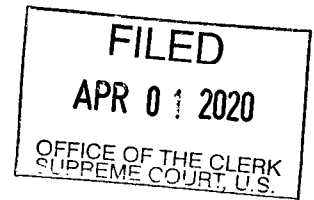


19-8801
No. _____

ORIGINAL



IN THE
SUPREME COURT OF THE UNITED STATES
FOR THE ELEVENTH CIRCUIT

ROBERT JONES & TICHINIA JONES — PETITIONER(S)
vs.

THE LAMAR COMPANY L.L.C.— RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

SECOND DISTRICT COURT OF APPEAL

(THE COURT LAST RULED ON MERITS ON, JANUARY 8, 2020)

PETITION FOR WRIT OF CERTIORARI

ROBERT JONES
(Your Name)

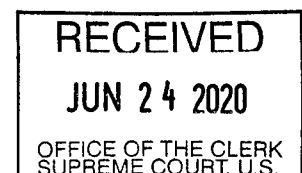
P/O BOX 89832

(Address)

TAMPA, FL. 33689

(City, State, Zip Code)

(Phone Number) 813) 293-2778



QUESTION(S) PRESENTED

First Question

(1) Present and laying before this court (true or false) in order for a lower **court** to make a binding judgment on a case, should it must **have both subject matter jurisdiction** (the power to hear the type of case) as well as **personal jurisdiction** (the power over the parties to the case)?

Second Question

(2) Is it (true or false) Should all state courts have a public policy favors deciding controversies on their merits, by refusing to do so would it violated the, U.S. Const. Amend.14th and the Fla. Const. Article 1 Section 9?

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JURISDICTION

WRIT OF CERTIORARI
ON JURISDICTION FOR THIS COURT

(a). Lower Tribunal “Lack Personal Jurisdiction” over Tichinia Jones” because her guarantee due process right doesn’t permit the lower court to proceed without she receiving an timely adequate certify notice that the court planning on ruling against Mrs. Jones” and her commercial property, further when trial court failed to forward it calendar from September 18, 2017 prior to enter their judgment when they entered Judgments against her lower court in doing so violated Tichinia Jones” U.S. Constitutional Fourteenth Amendment Rights. Then this Appeal Court invoke jurisdiction to reverse void judgments in petitioner favor.

(b) Furthermore, on the merits this is Certainly NOT a Prevailing Party Attorney’s Fees Provision. On the other, it is unenforceable against both petitioners, one lack jurisdiction over Tichinia Jones” second because Mr. Jones” had not sign into contract agreement with respondents.

(c). Furthermore, as this appeal court review petitioner key term (d) the record has indicated the lower court were lack of personal jurisdiction over both parties and both petitioners on the third day of January and the year of 2017, also on the fourth day of January and the year of 2017. Jurisdiction can be challenged by the petitioners at any time, any court and “Jurisdiction, once challenged, cannot be assumed and must be decided.

(d). Here, for this appeal court on the basis for issuing an order to show cause is that the petition demonstrates “clear erroneous” by lower tribunal and that the decision of the Lower Appeal Courts expressly and directly conflicts on a same question of law with a decision of this U.S. Supreme Court or of the other Florida Courts of Appeal of law, that will cause material and unrepairable harm for which there is no adequate remedy by appeal the record indicated the trial court violated of rights on due process procedural by deprived Mr. Robert Jones” his rights to defend and present evidence on these attorney’s fees on his own behalf against the Respondents’ for their Motion, trial Judge (Granted) Motion on 12.08.2017 and 06.07.2018.

(€). **Due process** is the legal requirement that the state courts must respect all legal rights that **are** owed to petitioners...

Due process balances the power of **law** of the land and protects petitioners from it.

For these serval reasons and more, Petitioners would request this U.S Supreme Court of Appeal to reverse lower court Judgment September 26, 2017, and June 7, 2018, any orders relating to this case. Petitioners is entitled to request relief to Reinstate Eviction or a Rehearing on the merits on this case.

In order for a court to issue a Writ of Certiorari, a Petitioner must show that they have a clear legal right to the performance of a clear, legal duty by a public authority and that they have no other legal remedies available to them.

Petitioners maintains that they have made allegations of factual circumstances and provided supporting documentation to allow this U.S Supreme Court of Appeal to enter a Writ of Certiorari.

When a petitioner files a petition for writ, the Appeal Court has the initial task of assessing the legal sufficiency of the allegations.

“If the petition is facially sufficient, the court must issue an alternative writ, i.e. an order directed to the respondent to show cause why the requested relief should not be granted. The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

WHEREFORE, based upon the foregoing argument and authorities’ citations within this petition for writ. As such, the decision here does create express and direct conflict on the same question of law to justify this Court’s discretionary review for this appeal.

The Petitioners respectfully requests that this Honorable U.S Supreme Court of Appeal to ACCEPT discretionary jurisdiction to reverse these clear erroneous.

THANK YOU VERY MUCH FOR YOUR TIME AND COOPERATION!
MAY GOD BLESS YOU!

COPY TO: JULIE L. BALL
P/O BOX 3604
LAKELAND, FLA. 33802



LITIGANTS (PRO’ SE)

TICHINIA JONES.

8570 Deer Chase Dr.

Riverview, Fl. 33578

ROBERT JONES

P.O BOX 89832

Tampa, FL. 33689

twodoor69@yahoo.com

PHONE (813) 293-2778

INTRODUCTION

A.

These appeals arise from an action brought by the Co-Owner Mr. Robert Jones as (Agent) management of the commercial rental property; Petitioner sued Respondent(s) ¹ for breach of contract on delinquent additional rental payments related to a provision-2 written into agreement with The Lamar Company & Tichinia Jones ² Because the Lamar Company did not timely answer the summons and complaint. Petitioner(s) asserted that the proceeding was governed by the Summary Procedure Statute, 51.011, Section 1, and on Seventh day of July and year of 2017 served the Respondent(s) with a five-days summons. There after the county court entered a default judgment in favor of Co-Owner and Owner Jones's, return their rental commercial property to the owner's, after the entry of the default and judgments, the Lamar Company entered an appearance; and thereafter, they moved to vacate the default judgment allegedly to be for excusable neglect beneath the Florida Rule of Civil Procedure 1.540(b). The county court granted their motion, thereafter (Agent) Mr. Jones filed motion for lower trial court to deny respondents motion that set aside default because they did not meet the requirement, but trial court denying petitioner motion, in doing so trial court abuse of discretion, we timely appealed, that appeal was pending, ending with affirm decision by the Appellate Court.

We here now as Petitioners, TICHINIA JONES & ROBERT JONES, who is acting in this Writ, as Pro Se, are invoking the Fourteenth Amendment amounts to The Universal **Guarantee of Due Process** is in the Fifth Amendment to the U.S.

Constitution, which provides "No person shall...be deprived of life, liberty, or **property**, without **due process** of law," and is applied to **all states** by the **14th Amendment**.

Furthermore, seeking Justice of Law in support states: A great miscarriage of justice has occurred in this case if the orders are not reverse by this appeal court to prevent clearly erroneously and unjustified decisions by the tribunal to be correct under guarantee of due process.

Indeed, this proceeding should not have been Denied by the Florida Supreme Court and second district court of appeal because Judgments entered by the lower court clearly did not recognized both the United States Fourteenth Amendment and The Florida Constitution Article 1 Section 9 the lower trial court violates serval substantive and procedural due process in that the petitioners has been deprived of their constitutionally protected property rights by without having an opportunity to be heard on the significant issues.

FACTUAL BACKGROUND

B.

This case originated about the Seventh day of July 2017, Petitioner; Mr. Jones expedient in his supervision and management, for the commercial rental property (Agent) Robert Jones' which were in compliance with the Fla. Stat; had signed the 'durable power of attorney' in the presence of two witness on the Twenty First day of September 2015, than it was sealed by notary public. (Agent) had legal rights as Co-Ownership of the property with support of the Florida Statute Chapter 709 section 08 (D.P.O.A) to file and enforce a complaint for default from the contract agreement against the Respondents (Lamar) for additional late fees rental payments that was owed because Respondent's failed to mail lessee annually payment within five-days grace period as it is writing in

paragraph-2 stated in the contract agreement with the Lamar & Mrs. Jones, this (D.P.O.A) evidence is on record, after the trial court being surly advised and having knowledge of the “Durable Power of Attorney” since year of 2015 the trial court deprive C/o Mr. Jones of his position as Co-owner and (Agent) which was authorized by this document, by denying his position as (Agent) In this hearing on September 18, 2017, the trial court erred when departed from the essential requirements of law * by refusing to give effect to (Agent) Mr. Jones, Power of Attorney. See: Allstate Ins. Co. v. Kaklamanos, 843 So.2d 885, 890 (Fla.2003). See § 709.08 Fla. Stat. (2010). The signed document it states in pertinent part:

C.

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, TICHINIA JONES, do hereby constitute and appoint:

As Agent (ROBERT JONES)

As my true and lawful Attorney-in-Fact, for me in my name, **place and stead**.

My Attorney-in-Fact may act independently.

My Attorney-in-Fact shall represent and act for me in all matters of whatsoever kind or nature, as well as to manage and conduct all of my affairs, and for those purposes or nature which shall or may be, in the judgment of my said Attorney-in-Fact, proper, necessary, appropriate, or expedient in the supervision and management of my business, property, and affairs, as fully and effectively in all respects as **I could do if personally present.**

Said authority shall specifically include, but not be limited to, **the full power** and authority for me and in my name to exercise those powers enumerated in **709.08 Florida Statutes**, and as amended from time to time, and:

1. **To pursue Any litigation or** administrative proceeding against **Any** individual or entity

who negligently or **intentionally fails to honor** this Durable Power of Attorney and thus causes such **litigation** or administrative proceeding, and to pursue **All** costs and damages, both regular and punitive, **against said third party**;

2. To enter upon and take possession of any lands, real property, buildings, tenements, or other structures, or any part, or parts thereof, that may belong to me, or to the possession where of I may be entitled;

To demand, ask, collect, sue for, receive, and give effectual discharges for **Any rents**, profits, issues, or income now or which shall become due, of **Any** and **All** of such real property, lands, buildings, tenements or other structures, or of **Any** part, or parts, thereof, and to take and use **All lawful proceedings** for **recovering** the said **rents, profits, issues** or income, and for **ejecting defaulting tenants** and occupants, and for **terminating the tenancy** or occupation thereof, for obtaining, **recovering**, and **retaining possession** of **All** or **Any** of the premises held or occupied by such **defaulter**;

Although, the respondents annually rental payment was due on October 1, 2016 and was deemed late if not receive by October 5, 2016, Petitioners have evidence that Respondents payment was late, petitioner didn't receive payment until **October 11, 2016, the United States Postal Service receipt** also with serval notices a chance to cure default entered into evidence is attached and incorporated herein as Exhibit-1, the payment was late. For this reason, Petitioners had a strong argument that judgment should be entered in their favor and in any event regardless of what the lower trial court might have ultimately ruled by procedural defect, Petitioners certainly had a credible argument that should have been resolved on its merits through an evidentiary hearing. Contract is attached and incorporated herein as Exhibit-2. While the subject property in question was in Ms. Jones's name, Mr. Robert Jones was the original owner and purchaser of the Property since 1994. Ms. Jones" has always considered the property to be Mr. Robert Jones's property

-4-

which is why she executed the (Durable Power-of-Attorney) on 09.21.2015 and assigned her rights to him “Attorney in Fact” Robert Jones is the person who has always handle all aspects of the Property’s management in reference to his Co-ownership he is the designated (landlord Agent) over the commercial rental property. Underneath, the Florida Statute Chapter 709 Section 08 Durable Power Attorney as a (landlord Agent) on the other hand, he has been assigned to execute the lease on behalf of the principle, this means that another party is accepting your legal obligation under the lease agreement and if executed properly releases the original owner of the lease of any and all liability which is a document that come into effect and must be legally upheld and recognize in a court of law. Although, notices were sent to Co-owner (Agent) P.O. Box 89832, Tampa, Fla. 33689 owned and monitored by (Agent) Robert Jones, and Ms. Tichinia Jones home address is located in a different town, also Ms. Jones” doesn’t have knowledge of location or **access to this P.O Box 89832.**

Also, from about July 2017 to September 2017 the respondents had been (Evicted for over One and Half Months) as a resort from default previously entered but they refuse to relinquish petitioner’s commercial rental property.

Underneath the Fla. Statute, relevant part: (Agent) Robert Jones is authorized to recover rental payments from respondents, as to this Florida Statute Chapter 83 section 06 Right to Demand Double Rent upon Refusal to deliver possession.

- (1). When any tenant refuses to give up possession of the premises at the end of the tenant’s lease,
the landlord,
the **Landlord’s Agent,**
attorney, or
legal representatives, **may demand** of such tenant **double the monthly**

rent, and may recover the same at the expiration of every month, or in the same proportion for a longer or shorter time by distress, in the manner pointed out hereinafter.

STATEMENT OF THE CASE

D.

TRIAL COURT LACK OF PERSONAL JURISDICTION

Defected Judgment is void; On its face; As a matter of law by the constitutionally protected property rights without having an opportunity to be heard on the significant issues “Co-Owner Mr. Jones” would bring importance to this U.S Supreme Court of Appeal attention, “Mr. Jones” was to defend for himself as Co-Owner for his commercial rental property and as (Agent) place and stead for the (Principle) as of Tichinia Jones “Attorney in Fact” under the Florida Statute Chapter 709 Section 08 (“D.P.O.A”) for starters, this was an Eviction case, with the defense attorney’s own statement on transcript stating that certainly she had previous knowledge from other cases with “(Agent) Mr. Jones” that “Mr. Jones” was in fact, the Co-Owner and was the property (Agent), even though the defense attorney persisted in persuading the lower trial court, with her false allegations, of stating that “Mr. Jones is [n]ot the property owner” and then she contradicted herself by stating “it is his property” and that was to plead her defense. The Defense attorney continue false allegations without [a]ny support or evidence on record. Reference of the defense attorney’s statement on Transcript, in part, is attached and incorporated herein as Exhibit-3.

Now, the defense attorney’s deceitful misconduct, directed the trial court at odds with the law without personal jurisdictional over “Tichinia Jones”.

Tichinia Jone’s due process right, was infringed upon, when the due process

didn't permit the lower court to proceed without her receiving a timely adequate certified notice that the court was planning on ruling against Mrs. Jones" and her commercial property. Furthermore, when trial court failed to forward its calendar from September 18, 2017 to continue for purpose to avoid [a]n miscarriage of justice, the hearing on motion for the Florida Procedural Rule 1.540 Section (b) was to set aside default and judgments and should have been set for a forthcoming date to send [a]n confirmation notice to location at the property owner, "Tichinia Jones" home address of 8570 Deer Chase Dr. Riverview, Florida 33578, and then ,stop trial court from proceeding further until they receive conformation of delivery. Their actions certainly caused the lower tribunal to clearly error. The Court's failure to follow its own procedure, as mandated by statute, of denying Mrs. Jones' her right to due process, resulted in unjust punishment. See: J.B. v. Dep't of Children & Fam. Servs., 768 So.2d 1060, 1064 (Fla.2000) (due process requires fair notice and a real opportunity to be heard and defend in an orderly procedure [b]efore judgment is rendered) Curbelo v. Ullman, 571 So.2d 443, 445 (Fla.1990)(violation of the due process guarantee of notice and an opportunity to be heard renders a judgment void) (state agency violates a person's due process rights if it ignores rules promulgated thereby which affect individual rights). Here, in fact, the Tribunal violated Mrs. Jones' right to her constitutionally protected property procedural due process, when trial court deviated from due process. Once stepped-outside, the Judgment is in vain, there is [n]o personal jurisdiction authority over Tichinia Jones. Default and Judgments are set aside and are attached and incorporated herein as Exhibit-4. The law states, "In observing due process of law, the opportunity to be heard must be full

and fair, not merely colorable or illusive. Haigh v. Planning Bd. of Town of Medfield, 940 So.2d 1230 (Fla. 5th DCA 2006) Gibson v. Progress Bank of Fla., 54 So.3d 1058, 1061 (Fla. 2d DCA 2011).”

E.

Although, on about July 19, 2017 (Agent) filed motion for default, Hillsborough County Clerks entered a Default against the respondents on July 24, 2017, the lower court entered Writ of Possession and Final Judgment for Possession on about July 25, 2017, in favor of Petitioners in the lower county court because respondents failed to timely answer summons and complaint within five days’ time limited which is governor by Section 51.011, Florida Statutes. Default and Judgments is attached and incorporated herein as Exhibit-5.

Thereafter, Respondent filed motion for a hearing about the 24th day of July year of 2017, to have the default and final judgments to be set aside, even though the trial court failed to ensure mailing Petitioner, Ms. Jones, the current property owner, a certified notice of hearing for September 18, 2017, where the location would be at her home address of 8570 Deer Chase Dr. Riverview, Florida, 33578. The respondent charged attorney fees to “Mrs. Jones”, in reference to Title Search and Property Address Search. The amount of \$679.00 was charged, which was fabricated and inflated attorney’s fees, after the information being retained from data defense attorney intentional failed to send through the court “Mrs. Jones” confirmation notice of this hearing. The trial court cleared error.

F.

NO MERITORIOUS CAUSATION NOR DEFENSE

The record demonstrates the legal prerequisites for the order under review

Granting, Florida Rule of Civil Procedure 1.540 Section (b) relief from a default and final judgments duly entered against respondents [h]asn't been satisfy, as to the Fla. Appeal Courts held that a reviewing court should not be bound by the inflexibility of the net judgment rule and should have discretion to determine that respondent did not prevailed on the significant issues, they Lamar failed to provide any evidence that would contradict petitioner evidence which was submitted the United State Post Office receipt, which is unquestionably they was late pass their grace of 5-days due date 10.05.2016, serval notices mailed to them is attached and incorporated herein as Exhibit-6. The burden of proof then shifts to the respondent they did not demonstrate [a]ny meritorious defense for relief, when the moving party as respondent has failed, it is abuse of discretion for trial court to grant motion for relief against the "non-defaulting" petitioners also as to that motion the petitioner bring to this court attention the contract signer now/Lessee/Jim Mashray himself failed to appear to support his own unsworn motion to be granted, trial court must make a finding that nonappearance was willful or done in bad faith on 09.18.2017 to set aside, Default and Final Judgments at this hearing to avoid from giving a sworn statement, the trial court clear errored when failed to dismiss their motion for no appearance of lessee/respondent base on the Fla. Rule 7.160 section (b), certainly defense attorney now could not without her contract signer witness satisfy the Florida Rule of Civil Procedure 1.540(b)

("For a trial court to grant a motion to set aside a Default and final Judgments, the moving party [m]ust first satisfy all three 3-elements:

- (1) The failure to file a responsive pleading was the result of Excusable Neglect;**

- (2) **The moving party has a Meritorious Defense; and**
- (3) **The moving party acted with Due Diligence in seeking relief from the default.")**

Respondent must show [b]oth good reason for default to [n]ot be entered and existence of meritorious defense to action in order to carry the burden of establishing excusable neglect with respect to motion to set aside default.

The trial court has violated petitioners rights to a **guarantee** of property protection procedural **due process** when it clearly erroneous by failed with [n]o factual facts to support it set aside default and judgments entered also failure to acknowledge the requirement for three 3-elements of (Florida Rule of Civil Procedure 1.540(b) prior to granting respondents motion to set aside, Default and Final Judgments, when defense clearly could not meet its burden of establishing [a]n meritorious defense to the point that it would have change their position with their evidence the outcome if their motion was to be denied, defense did not answer the complaint to the merits of it. SEE: Geer v. Jacobsen, 880 So.2d 717, 721 (Fla. 2d DCA 2004)

(A meritorious defense "must be asserted either by a pleading or in an affidavit, and a General Denial is Insufficient to Demonstrate the Existence of a Meritorious Defense.")

G.

UNACCUSABLE NEGLECT

The Respondents only offer bare allegation at the hearing on 09.18.2017 in their untimely answer as to why they didn't receive summons and complaint did not offer sworn pleading nor affidavit it is an "abused of discretion" for a trial court to grant their motion because they did not establish excusable neglect necessary to grant motion for set aside default.

The Respondents claimed Hillsborough County Clerk's Office must have mailed them Eviction' Summons and Complaint (stating they didn't receive) but their attorney enters no sworn motion nor affidavit into evidence at trial on 09.18.2017. The summons was mailed to Lamar Company designated address 3760 New Tampa Hwy, Lakeland, Fla. 33815 there was [no] return to sender from those two notices mailed Lakeland and the 3rd notice post on their rental property Billboard Sign itself, this is standard requirement by the Clerk's Office, respondents was served at both listed designated address, as always over four times, this is how Lamar' had the knowledge of new case number the record has indicated here some activity that Lamar' taking some action towards the summons and complaint on July 13, 2017 made contact with their attorney by email and they had ability to respond prior to Default and Final Judgments being entered on 07.24.2017 against the respondents.

The first factor to be considered in determining whether to set aside a default is whether the defaulting respondent action was willful. (The answer to the first factor they willfully disregarded the summons) The trial court "clearly erroneous" when granted with no factual finding of excusable neglect here. Their 07.13.2017 Attorney Fees (Bill of Cost) is attached and incorporated herein as Exhibit-7. SEE: Florida Physician's Ins. Co., Inc. v. Ehlers 8 F.3d 780. No. 92-2127. United States Court of Appeals, Eleventh Circuit (12.07.1993) SEE: Church of Christ Written in Heaven, Inc. v. Church of Christ Written in Heaven of Miami, Inc., 947 So.2d 557 (Fla. 3d DCA 2006) (reversing the trial court's order vacating default judgment where unverified motion to vacate contained only bare allegations of excusable neglect and meritorious defense).

Also, GACL, INC., a Florida corporation, d/b/a Sunset Park Properties, a/k/a Criquet Club Apartments, Appellant, v. Robert ZEGER, Appellee 276 So.2d 552 DCA of Fla, Third District No. 72-713 (1973).

The Third District Court of Appeal held that record sustained trial court's refusal to set aside default judgment against corporation which **claimed papers must have been lost but which offered no affidavits explaining loss of papers.**

H.

NO CONTRACT EXIST INTO EVIDENCE WITH THESE TWO PARTIES

Petitioner would bring importance, the record has indicated, the lower trial court made their own determination to find that C/o (Agent) Robert Jones, as it written in the judgment have not sign any contract into agreement with the respondents the Lamar Company, therefore there was never any agreement [b]inding between the respondents [Lamar & C/o Robert Jones] as to any type of content's in a provision for attorney's fees the contract is certainly unenforceable because the fact that a contract [never exist] precludes an award of attorney's fees against C/o Robert Jones; The defense attorney has recorded numerous of lien's against Petitioners Commercial Property located at 1745 E. Hillsborough Avenue Tampa Fl. 33610.

In its Ordered and Adjudged: In respondent's Judgment in paragraph-4 it stated; Defendant is entitled to recover all attorney's fees and costs incurred in this matter from Plaintiffs, Tichinia Jones and **Robert Jones, pursuant to paragraph-10 of the Lease** and Fla. Stat. 57.105.

Citation omitted; David v. Richman 568 So.2d 922 924 (Fla.1990)

The Supreme Court of Florida has already held that where a contract

provides for attorney's fees to the prevailing party in the event of litigation the fact that a contract never existed precludes an award of attorney's fees. Also see; County Waste, Inc. v. Public Storage Management, Inc. 582 So.2d 87 No. 91-795 Third District (Fla.1991) Judgment is attached and incorporated herein as Exhibit-8.

I.

De Novo Review On Appeal: MISINTERPRETED CONTRACT

THIS IS CERTAINLY NOT A

PREVAILING PARTY ATTORNEY'S FEE PROVISION

Relevant fact that, trial court [a]n "abused its discretion" because the contract is unenforceable. The lower court had enforced a provision doesn't even exist in the contract itself with the Lamar Company & Tichinia Jones" contract in clear plain language there is not [a] (Prevailing Party Attorney's Fee Provision) in the event for litigation, concerning [a] (breach of contract) to be enforce of this agreement nor resulting from taking appeal for attorney's fee on paragraph-10, this is [a]ll false allegation with none support from the defense attorney on record and misinterpreted by the lower court for the contract in paragraph-10. When the respondents claiming they are the prevailing party that they are entitle to attorney's fees, at the same time, based on foundation of procedural defect Judgments' because the contract itself doesn't withheld such nor confirm a Prevailing Party Provision to enforce this agreement then the trial court has misapplied the concept of contract law or base its decision on clearly erroneous findings of fact. Contract interpretation is generally question of law subject to de novo review on appeal. See: Generally Oliver Gen. Fence, Inc. v. Roche, 594 So.2d 339, 339 (Fla. 5th DCA 1992)

(holding that language of the attorney's fee provision controls the issue of attorney's fees, **not merely who is the prevailing party**) Petrulli v. Castellano, 412 So.2d 432, 433 (Fla. 4th DCA 1982) (holding that language of the attorney's fee provision controls the issue of attorney's fees, not merely who is the prevailing party) **Limited by its terms**, with respondents contract it is only **if there is a result** for showing of [a]n inaccuracy in or nonfulfillment of any representation, warranty or obligation of Lessor that Lessee would be Entitled to Attorney's Fees.

See: Bowman v. Kingsland Dev., Inc., 432 So.2d 660, 664 (Fla. 5th DCA 1983) Therefore, it is clear that an item of damages for a "reasonable" attorney's fee is an item of damages which is not liquidated and is within the plain language of rule 1.440(c) (noting that the right to attorney's fees under [a]ny contractual provision is **limited by the terms of that provision**)

SEE; LAMAR ADVERTISING COMPANY, Plaintiff-Appellant, v. CONTINENTAL CASUALTY COMPANY, Defendant-Appellee. 396 F. 3d 654 No. 03-31075. United States Court of Appeals, Fifth Circuit (01.07.2005).

Under Florida law, contract provisions should be given their natural and commonly understood meaning in light of the subject matter and circumstances, and language being construed should be read in common with other provisions of contract, in determining intent of parties with regard to scope of contract. Citations omitted here shines the light on the truth of the matter in situation when there is a limited indemnification provision or claim. SEE; Gibbs v. Air Canada 810 F.2d 1529 No. 85-5736. United States Court of Appeals, Eleventh Circuit (02.26.1986).

L.

Additionally, as to this Order; would note that the Order was entered against (Agent) Co-owner Mr. Robert Jones” he was barred out of the hearing by escorting him out of the court room for [n]o lawful reasoning, this time both petitioners appeared to this hearing but the defense attorney only wanted to take the advantage by misleading innocent Mrs. Tichinia Jones” at this hearing on 12.08.2017 with defense attorney untimely filed and improperly to this application motion for 57 section 105 that Mrs. Jones” had no knowledge of nor what they was talking about, now on the other, just when (Agent) Mr. Jones stated we have evidence of [none] contract with the respondent had expired, the trial court escorted him/Mr. Jones” out of the hearing, this certainly deprived Mr. Jones” has rights even here, there is no question that (Agent) Robert Jones” did not have an opportunity to be heard on the merits nor the significant issues or present evidence on his own defense to defend these falsely allegations for attorney’s fees charges direct to Mr. Jones” on that motion, the trial court decision was “clearly erroneous” The Trial Court entered Judgment in favor to the respondent’s has granted over \$14,944.87 of fraudulent Attorney’s Fees including more of them for Post Judgment Attorney Fees of \$1,083.48 also more fraudulent Attorney’s Fees for their Supplement Affidavit As To Additional Attorney’s Fees of \$2,153.33 plus interest on 06.07.2018 totaling over \$18,181.14 in attorney’s fees against both Petitioners, without Mr. Jones being afforded an opportunity to be heard on the merits by [b]arring him out of the court. Similarly, in Cf. Rogers v. State, 742 So.2d 827, 829 (Fla. 2d DCA 1999) (“In observing due process of law, the opportunity to be heard must be full and fair. See more violation of due process; Department of Children &

Families v. Jackson, 742 So.2d 827, 829 (Fla. 2d DCA 1999) the second district court Granted Certiorari relief after the circuit court entered its order without affording the petitioner an opportunity to present evidence on the issue before the court. See: Jockey Club v. Rogers, 981 So. 2d 1245, 1248 (Fla. 5th DCA 2008).

M.

Therefore, the record has indicated with this Judgment applies to the Trial Judge Granting; SUPPLEMENTAL AFFIDAVIT AS ADDITIONAL ATTORNEY'S FEES in favor to Respondents in its 05.22.2018, Order. UNDISPUTABLE, as to this Order; The record indicated that the Order was entered With-Out a Motion file on Record prior to this hearing on 05.22.2018, and thus, there is no question that Petitioners did not receive adequate notices mailed to [both] property owner's address nor had an opportunity to be prepare they surly been deprived to respond to this un-file motion. Further, "it is an abuse of discretion" for a trial court to hold a final hearing and enter a final order unless petitioners to the proceeding has notice of a trial date because the record indicated the trial court failed to provide Ms. Jones with adequate certify notice of this hearing to Ms. Jones" home address 8570 Deer Chase Dr. Riverview, Fla. 33578, which Respondent on their (Bill of Cost) charges attorney fees to Ms. Jones for Title Search and Address Search (totally can't be true) Since Petitioner Tichinia Jones" had no notice of the final hearing direct to her home address 8570 Deer Chase Drive Riverview, Florida, 33578. This is a clear and convincing evidence; Having the record to reveal there were no motion been file unto defense attorney presented and defended their motion on 05.22.2018, same day of the hearing; The Final Judgment has stated in part:

Plaintiffs, TICHINIA JONES and ROBERT JONES, **received proper notice of the Motion also claimed they timely file Motion for fees;** This is an surly, False Statement written on record for this Judgment. **(A judgment entered against a party without verify service of an hearing process is void)** SEE: Nelson v. Adams USA, Inc. 529 U.S. 460. No. 99–502. United States Court of Appeals, Eleventh Circuit (04.25.2000). Florida courts have held that “it is an abuse of discretion” for a trial court to hold a final hearing and enter a final order unless a party to the proceeding has notice of a trial date. Martin v. Martin, 629 So. 2d 315 (Fla. 1st DCA 1993) see also Dubois v. Fried, 378 So. 2d 1350 (Fla. 3d DCA 1980) (“The record is undisputed that Dubois did not receive a notice of the final hearing and he has raised a meritorious defense. We, therefore, conclude that the trial court abused its discretion. See; Supreme Court cases: Jones v. Automobile Ins. Co. of Hartford, Conn. 917 F.2d 1528 S. Ct. Nos. 89–8464, 89–8921. (1990) Judgment is attached and incorporated herein as Exhibit-9.

N.

TRIAL COURT LACK PERSONAL JURISDICTION

Defected Judgment voids; On its face because it procured with fraud upon the court; As a matter of law, and miscarriage of justice against petitioners, the lower trial court were in fact “Lacks Personal Jurisdiction” over both parties, over the Eviction Summons Complaint in this matter for the Order Granting Respondent’s Motion for Attorney’s Fees the record has indicated Attorney’s Fees been charged [a]bout six 6-months [p]rior to Summons & Complaint ever being file.

The summons was filed with the Clerk’s office on the Seventh day of July 2017, the Eviction’ Summons & Complaint there could not be [a]ny

The trial court has certainly “abused its discretions” to Grant their motion for these fraudulent attorney’s fees and defense attorney has place serval Judgment Liens against petitioners commercial property with these inflated fraudulent attorney’s fees. The Florida Courts of Appeal has held that a judgment that is entered against a party over which the lower court “Lacks Personal Jurisdiction” is a void Judgment. Attorney’s fees (Bill of Cost) is attached and incorporated herein as Exhibit-10.

RESPECTFULLY Requesting, this U.S Supreme Court” should accept jurisdiction in this case. Petitioners has demonstrated “clear erroneous” by lower tribunal further based upon the foregoing argument and authorities’ citations herein. As such, the decision here does create express and direct conflict on the same question of law to justify this Court’s discretionary review for this appeal. The Petitioners respectfully requests that this Honorable Court to ACCEPT discretionary jurisdiction in this cause.

REASONS FOR GRANTING THE WRIT

(a). Accordingly, the record failed to show any sufficient attempt to provide certify notice with return receipt to the property owner home address Tichinia Jones” for that hearing on 09.18.2017 also trial court must not proceed no further with-out the property owner being presence because if decline to do so the trial court lacks personal jurisdiction over Tichinia Jones” being violation of her guarantee procedural due process rights by not explaining what they planning to do against the owner of the commercial rental property prior to granting respondents motion to set aside default and judgments, it would be miscarriage of justice and harsh punishment against

the petitioners, because the lower court has caused [a]n irreparable harm against the Petitioners to be force to pay these fabricated inflated multiple attorney fees.

(b). Further the second district court of appeal has disregard and ignores facts that the lower court was indeed lack personal jurisdiction because lower court they had no authority over Tichinia Jones” on September 18, 2017. Indisputably, without authority over both landowner’s Robert Jones & Tichinia Jones” on the third day of January and year of 2017 [a]nd the fourth day of January the year of 2017” lacked personal jurisdiction”.

Jurisdiction can be challenged by the petitioners at any time, any court and “Jurisdiction, once challenged, cannot be assumed and must be decided.

(c). Therefore, petitioners are invoking the United States Constitution’s 14th Amendment to have equal protection of their rights as U.S Citizens. Although, the lower court violated Mr. Robert Jones” his guarantee procedural due process rights because trial court deprived him an opportunity to be heard on December 08, 2017 hearing on the merits and to present evidence on his own defense to defend these falsely allegations for attorney’s fees charges against him at that hearing on December 08, 2017. Nothing in the record indicates that the Jones’ affirmatively relinquish their right to respond on the merits of the case, that the core of Petitioner’s argument was the fundamental unfairness of imposing judgment without going through the litigation process and landlord/tenant Fla. Rules. (The fundamental requisite of due process of law is the opportunity to be heard). In part of the judgment

it sated; Plaintiff, ROBERT JONES, attended the December 8, 2017 hearing, attempted to present arguments in the case, and was thereafter escorted from the court room.

(d). (The lower court abused its discretion when they barred him from the hearing thereafter lower court entered judgment against Mr. Jones”) The lower court inappropriately in violation of petitioners, Amend. 14th, they have rights to have an impartial or unbiased hearing.

Due process is the legal requirement that the state courts must respect all legal rights that are owed to Petitioners.

Due process balances the power of law of the land and protects the petitioners from the unbalance, after the lower court deviated, it will be in violation when not enforce such Florida Constitution Article 1 Section 9 and the due process clauses of both the Florida and United States Constitution’s 14th Amendment.

CONCLUSION

Furthermore, Petitioners, to be sanctioned for attorney fees must first be given notice of all motions including hearing and opportunity to be heard and offer opportunity to present evidence as to why set aside judgment including other judgments should not take place; lower tribunal failure to give adequate notice and opportunity to be heard constitutes violation of due process.

The procedures required in specific situations depend on several factors: seriousness of the harm that done to these petitioners’ as citizens, the lower court risk of making an error without the procedures, and the cost to the government, in time and money, in carrying out the procedures.

According to past decisions by this U.S Supreme Court, the primary reason for establishing procedural safeguards - once a life, liberty, or property interest is affected by government action - is to prevent inaccurate or unjustified decisions.

This appeal court can begin with an overview of petitioner **key terms**; D through N. The record has indicated lower court lack of personal jurisdiction these are void judgments [a] judgment that has no legal force or effect, the invalidity of which may be asserted by any party whose rights are affected at any time, any court and any place, whether directly or collaterally.... **these judgments are incapable of being Confirmed, Ratified, or Enforced in [a]ny manner or to [a]ny degree.** "Black's Law Dictionary, 848 (7th ed. 1999).

THANK YOU VERY MUCH! MAY GOD BLESS YOU!