

IN THE CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION

CASE NO.: 23-03157-CF
SECTION: K
JUDGE: SUSAN ST. JOHN

STATE OF FLORIDA,

Vs.

THOMAS ISAAH MOSLEY.

REQUEST FOR JUDICIAL NOTICE

THE DEFENDANT, Mr. Thomas Isaiah Mosley, by and through undersigned counsel, hereby requests, pursuant to Fla. Stat. Ann. §§90.202(6) and 90.203, that this Honorable Court take judicial notice of information taken from court filings in the following filings from Pinellas County Traffic Court, Criminal County Court and Civil County Court:

- ACGEI3E No/Improper Drivers License (Ex. 1)
- ACGEI2E Leaving the Scene of a Crash Involving Property Damage (included in Ex. 1)
- ADI7LNE Careless Driving (Ex. 2)
- ADI7LME Violation of Restriction for Learners Permit (Included in Ex. 2)
- 24-001497-SC: Suncoast Credit Union (Plaintiff) v. Thomas Isaiah Mosley (Ex. 3)

I do certify that a copy hereof has been furnished by email/physical delivery to the State Attorney, County Justice Center, Clearwater, Florida, on June 30, 2025.



JULIA B. SEIFER-SMITH, Attorney at Law
Fla. Bar Number: 86567, For
PUBLIC DEFENDER, SIXTH JUDICIAL CIRCUIT
County Justice Center
14250 49th Street North
Clearwater, Fl 33762
Pubdef-efiling@co.pinellas.fl.us
(727) 464-6516

Exhibit 1:

ACGEI3E No/Improper Driver's License

ACGEI2E LSA Property Damage

SECTION L
CASE SUMMARY
CASE No. ACGEI2E

STATE OF FLORIDA
vs.
MOSLEY, THOMAS ISAH

§
§
§
§
§
§

Location: **Section L**
Judicial Officer: **DITTMER, ROBERT**
Filed on: **11/22/2019**
Case Number History: **19-87069-TC**
UNIFORM CASE NUMBER: **522019CT087069000APC**

CASE INFORMATION

Offense	Citation	Statute	Deg	Date	Case Type:	TRAFFIC COURT
Municipality: ST. PETERSBURG						
1. LEAVING THE SCENE OF A CRASH INVOLVING PROPERTY DAMAGE Sequence: 1	ACGEI2E	316.061	MISD2	11/12/2019	Case Status:	08/03/2020 CLOSED

Statistical Closures
11/02/2021 PAYMENT IN FULL

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	ACGEI2E
Court	Section L
Date Assigned	12/27/2019
Judicial Officer	DITTMER, ROBERT

PARTY INFORMATION

STATE STATE OF FLORIDA






Lead Attorneys
MOODY, ANDREW
Retained
863-733-9090(W)

DEFENDANT  **MOSLEY, THOMAS ISAH**


DATE

EVENTS & ORDERS OF THE COURT






INDEX

11/22/2019	 TRAFFIC CITATION - CASE SET FOR COURT AT INTAKE -
11/22/2019	 OFFICER'S WORKSHEET -
12/10/2019	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
12/16/2019	 ARRAIGNMENT (1:30 PM) (Judicial Officer: RIBA, JOSHUA)
12/16/2019	ARRAIGNMENT PLEA - NOT GUILTY
12/16/2019	WAIVER OF JURY TRIAL <i>WAIVE RIGHT TO JURY TRIAL</i>
12/16/2019	PRE-TRIAL HEARING SET
12/16/2019	 NOTICE OF HEARING GENERATED IN COURT


SECTION L
CASE SUMMARY
CASE No. ACGEI2E

01/06/2020	 PD APPOINTED WRITTEN PLEA NG BY PD & DEMAND FOR DISCOVERY
01/17/2020	 CANCELED PRE-TRIAL (9:00 AM) (Judicial Officer: BERLIN, STEVE D ;Location: CJC COURTROOM 15) <i>OTHER</i>
01/21/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
01/27/2020	 PRE-TRIAL (1:30 PM) (Judicial Officer: DITTMER, ROBERT)
01/27/2020	WAIVED RIGHT TO SPEEDY TRIAL
01/27/2020	PRE-TRIAL HEARING SET
01/28/2020	 CONSENT FORM FOR ELIGIBLE LAW STUDENTS
02/04/2020	 ANSWER TO DEMAND FOR DISCOVERY
02/14/2020	 NOTICE <i>OF REQUEST FOR COSTS OF PROSECUTION PURSUANT TO FS 938.27</i>
02/21/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
02/28/2020	 PRE-TRIAL (8:30 AM) (Judicial Officer: DITTMER, ROBERT) Events: 01/27/2020 PRE-TRIAL HEARING SET
02/28/2020	ORDER GRANTING - IN COURT <i>D/MTN TO CONTINUE</i>
02/28/2020	PRE-TRIAL HEARING SET
03/17/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
05/26/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
07/28/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
08/03/2020	 PRE-TRIAL (1:30 PM) (Judicial Officer: DITTMER, ROBERT) Events: 02/28/2020 PRE-TRIAL HEARING SET
08/03/2020	Plea (Judicial Officer: DITTMER, ROBERT) 1. LEAVING THE SCENE OF A CRASH INVOLVING PROPERTY DAMAGE CHANGE OF PLEA TO NOLO CONTENDERE OBTS: Sequence: 1
08/03/2020	Disposition (Judicial Officer: DITTMER, ROBERT) 1. LEAVING THE SCENE OF A CRASH INVOLVING PROPERTY DAMAGE

SECTION L
CASE SUMMARY
CASE No. ACGEI2E

	NO TRIAL - ADJUDICATED GUILTY OBTS: Sequence: 1	
08/03/2020	Sentence (Judicial Officer: DITTMER, ROBERT) 1. LEAVING THE SCENE OF A CRASH INVOLVING PROPERTY DAMAGE FINE AND/OR COURT COSTS ONLY Attorneys at Sentencing (Lead Defense JACOBSEN, JADE) Comment (FINE/COST \$223.00; COST OF PROSECUTION \$50.00; FINE/COST WITHIN 90 DAYS; PD LIEN \$50.00 WITHIN 90 DAYS)	
08/03/2020	JUDGMENT & SENTENCE	
08/03/2020	FINE/COSTS ORDERED - ADJUDICATED GUILTY Charges: 1 Amount: 223.00	
08/03/2020	COSTS OF PROSECUTION ASSESSED - CT Charges: 1 Amount: 50.00	
08/03/2020	 DEFERRED PAYMENT GRANTED Fin Due Date: 11/02/2020 Charges: 1	
08/03/2020	OTHER PAYMENT TERMS <i>DEFENDANT HAS 90 DAYS TO SET UP A PAYMENT PLAN</i>	
08/03/2020	PD LIEN ASSESSED - CT Charges: 1 Amount: 50.00	
08/03/2020	ATTORNEY FEES WITHIN Fin Due Date: 11/02/2020 <i>WITHIN 90 DAYS</i>	
08/07/2020	 JUDGMENT FOR FINE AND/OR COSTS Amount: 273.00	<i>Vol./Book 21121, Page 2273, 1 pages Instrument # 2020241975</i>
08/14/2020	 JUDGMENT FOR ATTORNEY FEES AND/OR COSTS Amount: 50.00	<i>Vol./Book 21126, Page 1219, 1 pages Instrument # 2020245784</i>
11/20/2020	D6 CRIMINAL - FAILED TO PAY COURT ASSESSED FINE/COSTS	
11/20/2020	 DELINQUENT NOTICE	
02/18/2021	REFERRED TO COLLECTION AGENCY	
02/19/2021	COLLECTIONS RECEIVED BY PENN Party: DEFENDANT MOSLEY, THOMAS ISAH	
11/02/2021	D6 SATISFIED 68957528 Charges: 1	
11/03/2021	 SATISFACTION OF JUDGMENT FOR FINE AND/OR COSTS	<i>Vol./Book 21790,</i>

SECTION L
CASE SUMMARY
CASE No. ACGEI2E

11/03/2021	Amount: 273.00	Page 2408, 1 pages Instrument # 2021359631
	 SATISFACTION OF ATTORNEY FEES Amount: 50.00	Vol./Book 21791, Page 2241, 1 pages Instrument # 2021360324
DATE FINANCIAL INFORMATION		
DEFENDANT MOSLEY, THOMAS ISAH		
Total Charges		483.75
Total Payments and Credits		483.75
Balance Due as of 06/23/2025		0.00

Clerk: 11/22/2019 6:02 AM



2019-049826

FLORIDA UNIFORM TRAFFIC CITATION

ACGEI2E

COUNTY	04 PINELLAS	(1) F.H.P.	<input checked="" type="checkbox"/> (2) P.D.	<input type="checkbox"/> (3) S.O.	<input type="checkbox"/> (4) OTHER
CITY (IF APPLICABLE)	ST. PETERSBURG	AGENCY NAME	ST. PETERSBURG POLICE DEPARTMENT		
		AGENCY #	0464		
IN THE COURT DESIGNATED BELOW THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND					
COMPLAINT (RETAINED BY COURT)					
DAY OF WEEK	MONTH	DAY	YEAR	1:53 PM	
TUE	11	12	2019		
NAME (PRINT) FIRST	MIDDLE	LAST			
THOMAS	ISAIAH	MOSLEY			
STREET					
1700 21ST ST S					
IF DIFFERENT THAN ONE ON DRIVER LICENSE "X" HERE					
CITY	STATE		ZIP CODE		
ST PETERSBURG	FL		33712		
TELEPHONE NUMBER	DATE OF BIRTH	MO	DAY	YR	RACE SEX HGT
		3	29	2002	B M 5' 08"
DRIVER LICENSE NUMBER	M 2 4 0 8 2 9 0 2 1 0 9 0				
STATE	CLASS	COL LICENSE	YR LICENSE EXP.	COMMERCIAL VEHICLE	
FL	U	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	2026	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
YR VEHICLE	MAKE	STYLE	COLOR	PLACARDED HAZARDOUS MATERIAL	
2003	LEXS	4D	GLD	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
VEHICLE LICENSE NO	TRAILER TAG NO	STATE	YEAR TAG EXPIRES	# OF PASSENGERS	
9 8 7 T D M		FL	2020	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
UPON A PUBLIC STREET OR HIGHWAY, OR OTHER LOCATION, NAMELY					
850 34TH ST S 27.760633 -82.679174- TRAVELING S					
MOTORCYCLE					
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
COMBINATION LTC					
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
FT _____ MILES _____ OF NODE _____					
DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE. CHECK ONLY ONE OFFENSE EACH CITATION.					
<input type="checkbox"/> UNLAWFUL SPEED _____ MPH SPEED APPLICABLE _____ MPH					
<input type="checkbox"/> INTERSTATE <input type="checkbox"/> SCHOOL ZONE <input type="checkbox"/> CONSTRUCTION WORKERS PRESENT)					
SPEED MEASUREMENT DEVICE:					
<input type="checkbox"/> CARELESS DRIVING <input type="checkbox"/> CHILD RESTRAINT <input type="checkbox"/> EXPIRED DRIVER LICENSE SIX (6) MONTHS OR LESS					
<input type="checkbox"/> VIOLATION OF TRAFFIC CONTROL DEVICE <input type="checkbox"/> SAFETY BELT VIOLATION <input type="checkbox"/> EXPIRED DRIVER LICENSE MORE THAN SIX (6) MONTHS					
<input type="checkbox"/> FAILURE TO STOP AT A TRAFFIC SIGNAL <input type="checkbox"/> IMPROPER OR UNSAFE EQUIPMENT <input type="checkbox"/> NO VALID DRIVER LICENSE					
<input type="checkbox"/> IMPROPER LANE CHANGE OR COURSE <input type="checkbox"/> EXPIRED TAG SIX (6) MONTHS OR LESS <input type="checkbox"/> DRIVING UNDER THE INFLUENCE					
<input type="checkbox"/> NO PROOF OF INSURANCE <input type="checkbox"/> EXPIRED TAG MORE THAN SIX (6) MONTHS <input type="checkbox"/> Passenger Under 18 Yrs.					
<input type="checkbox"/> VIOLATION OF RIGHT-OF-WAY <input type="checkbox"/> DRIVING WHILE LICENSE SUSPENDED OR REVOKED					
<input type="checkbox"/> IMPROPER PASSING					
OTHER VIOLATIONS OR COMMENTS PERTAINING TO OFFENSE:					
HIT AND RUN - CRASH - LEAVING SCENE WITHOUT GIVING INFORMATION MORE THAN \$50 DAMAGE (SPECIFY AMOUNT)					
RE-EXAM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
DL SEIZED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<input type="checkbox"/> AGGRESSIVE DRIVING <input type="checkbox"/> IN VIOLATION OF STATE STATUTE					
SECTION 316.061 SUB-SECTION (1)					
CRASH	PROPERTY DAMAGE	INJURY TO ANOTHER	SERIOUS BODILY INJURY TO ANOTHER	FATAL	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES \$ 500 <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/> CRIMINAL VIOLATION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW					
<input type="checkbox"/> INFRACTION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW					
<input type="checkbox"/> INFRACTION WHICH DOES NOT REQUIRE APPEARANCE IN COURT.					
ACGE - I2E					
CIVIL PENALTY IS _____					
COURT INFORMATION					
DATE 12/16/2019 TIME 01:30 PM					
PINELLAS COUNTY JUSTICE CENTER					
14250 49TH STREET NORTH, CRT RM 15					
COURT CLEARWATER FL					
LOCATION					
33762 (727) 464-7000 HTTP://WWW.PINELLASCLERK.ORG					
ARREST DELIVERED TO PJAC DATE 11/13/2019					
I AGREE AND PROMISE TO COMPLY AND ANSWER TO THE CHARGES AND INSTRUCTIONS SPECIFIED IN THIS CITATION. WILLFUL REFUSAL TO ACCEPT AND SIGN THIS CITATION MAY RESULT IN ARREST. I UNDERSTAND MY SIGNATURE IS NOT AN ADMISSION OF GUILT OR WAIVER OF RIGHTS. IF YOU NEED REASONABLE FACILITY ACCOMMODATIONS TO COMPLY WITH THIS CITATION, CONTACT THE CLERK OF THE COURT.					
ARRESTED					
X SIGNATURE OF VIOLATOR (SIGNATURE IS REQUIRED IF INFRACTION REQUIRES APPEARANCE IN COURT)					
OFC. T R BELL 43937 43937 SRO					
RANK-NAME OF OFFICER					
BADGE NO ID NO TROOP UNIT					
<input checked="" type="checkbox"/> I CERTIFY THIS CITATION WAS DELIVERED TO THE PERSON CITED ABOVE AND CERTIFY THE CHARGE ABOVE					

HSMV 75901 (REV. 07/12)

ELECTRONIC REPORT

COMPLAINT

WHEN PRESENTED TO VIOLATOR, THE FOLLOWING AMOUNT WAS ENTERED.

PAY A CIVIL PENALTY IN THE AMOUNT OF \$

CASE NO.

DOCKET NO.

PAGE NO.

DATE	COURT ACTION AND OTHER ORDERS	
	BAIL FIXED AT \$ _____ OR CASH DEPOSIT OF \$ _____	
	SIGNATURE OF PERSON GIVING BAIL _____	
	SIGNATURE OF PERSON TAKING BAIL _____	
	FINE IN THE AMOUNT _____ RECEIVED AS _____	
	COURT _____ SIGNATURE OF CLERK _____	
	CONTINUANCE TO _____ REASON _____	
	CONTINUANCE _____ REASON _____	
	BOND _____	
	WARRANT _____	
	VIOLATOR FAILED TO APPEAR-DRIVER LICENSE SUS _____	
	VIOLATOR ARRAIGNED _____ (DATE) _____	
	PLEA: _____	
	FINDIN _____	
	ADJUDICATIO _____	
	SENTENCE: _____ COST _____	
	JAIL _____ DAYS _____	
	DRIVER IMPROVEMENT _____	
	OTHER _____	
	DRIVER LICENSE SUSPENDED OR _____ DAY _____	
	RECOMMEND DRIVER LICENSE _____ DAY _____	
	RECOMMEND RE- _____	
	SIGNATURE OF JUDGE _____	
	TESTIMONY - JUDGE'S NOTES (OR OTHER COURT _____)	
	APPEAL BOND _____	
	VIOLATOR'S FINGERPRINT WHEN _____	



Clerk: 11/22/2019 6:02 AM

UTC Court Information Report											
ST. PETERSBURG POLICE DEPARTMENT											
AGENCY CASE # 2019-049826				CITATION # ACGEI2E			DATE 11/12/2019		CITATION TIME 1:53 PM		
VIOLATOR											
NAME (PRINT) FIRST THOMAS				MIDDLE ISAIAH			LAST MOSLEY			SUFFIX	
STREET 1700 21ST ST S				CITY ST PETERSBURG			STATE FL	ZIP CODE 33712		TELEPHONE	
DL # M240829021090				STATE FL	CLASS U	YEAR 2003	MAKE LEXS		TAG # 987TDM	STATE FL	TAG EXP. 01/20/202
ROADWAY INFORMATION											
850 34TH ST S 27.760633 -82.679174- TRAVELING S											
VIOLATION											
FSS # 316.061(1)		HIT AND RUN - CRASH - LEAVING SCENE WITHOUT GIVING INFORMATION MORE THAN \$50 DAMAGE (SPEC									
OFFENSE TYPE			VIOL. SPEED	POSTED?	SCHOOL?	WORKERS?	CRASH?	SPEED MEASUREMENT DEVICE			
							YES				
REPORTING OFFICER						SECONDARY OFFICER					
RANK	FIRST	MIDDLE	LAST	BADGE #	ID #	FIRST	LAST	BADGE #	ID #		
OFFICER	T	R	BELL	43937	43937						
COURT NARRATIVE											
WHILE THE DRIVER OF A VEHICLE INVOLVED IN A CRASH RESULTING IN DAMAGE TO A VEHICLE OR OTHER PROPERTY, HIT PARKED VEHICLE OWNED BY JULIA MCCULLOUGH, DID NOT THEN AND THERE REMAIN AT THE SCENE OF SUCH CRASH UNTIL DEFENDANT HAD FULFILLED THE REQUIREMENTS OF F.S.S. 316.062. CITATION #: ACGEI2E FOR LEAVING THE SCENE W/O GIVING INFORMATION AND CITATION # ACGEI3E FOR NOT HAVING A VALID LICENSE COUNTY JUSTICE CENTER DATE/TIME: MONDAY 12/16/2019 AT 1:30 P.M. DEFENDANT TOOK HIS FATHER'S 2003 GOLD LEXUS TAG, 987TDM WITHOUT PERMISSION AND VISITED GIBBS HIGH SCHOOL CAMPUS. THE DEFENDANT, WHILE BACKING OUT, HIT THE VICTIM'S RIGHT BACK BUMPER WITH THE THE FRONT LEFT CORNER OF HIS VEHICLE CAUSING DAMAGE. THE DEFENDANT DOES NOT HAVE A LICENSE, THEREFORE HE SHOULD NOT HAVE BEEN DRIVING. THE INCIDENT WAS CAPTURED ON VIDEO. THE WITNESS WAS AN ANONYMOUS CALLER, WHOM DID NOT LEAVE A NAME OR A CONTACT NUMBER. THE DEFENDANT ADMITTED TO DRIVING THE VEHICLE.											
WITNESSES											
FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #		
CURRENT ADDRESS			CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #		
CURRENT ADDRESS			CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #		
CURRENT ADDRESS			CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #		
CURRENT ADDRESS			CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS	

**COUNTY COURT, PINELLAS COUNTY, FLORIDA
TRAFFIC DIVISION**

UCN(s):

522019CT087069000APC

522019CT087081000APC

REF No.(s)

ACGEI2E

ACGEI3E

STATE OF FLORIDA

VS.

THOMAS ISAH MOSLEY

PERSON ID: 3322179

Date: December 16, 2019

NOTICE OF HEARING

The above numbered case(s) is/are hereby set for:

Pre-Trial

Date and Time :

January 17, 2020 at 9:00 AM

Place :

Pinellas County Justice Center,
14250 49th Street North
Clearwater, Florida 33762
Division SCT
727-464-7000

Your personal appearance is mandatory. You are further notified that attorney's fees and mandatory and discretionary costs may be imposed against you. If you are requesting appointment of a Public Defender, you must bring a \$50.00 fee to this hearing. If you fail to appear as required by this court notice, a warrant will be issued for your arrest and your release on recognizance (ROR) will be revoked or your surety or cash bond will be estreated.

Please bring this notice with you. **Appropriate attire is required.** If you are to be represented by an attorney, the attorney must be obtained by the date of this hearing. No continuances to obtain counsel will be granted after the pre-trial date. All discovery and motions must be completed by the date of the pre-trial hearing other than motions to suppress or other evidentiary motions.

If you need a foreign language interpreter for this hearing, please call (727) 453-7177. Si usted necesita un interprete el dia de su cita en la corte, favor de llamar al (727) 453-7177.

Fine/Costs must be paid at the time of sentencing. If you are unable to pay, you must enter into a financial obligation agreement with the Clerk. Failure to pay or enter into a financial obligation agreement will result in the suspension of your driver's license and additional penalties will be assessed.

NO FURTHER NOTICE WILL BE MAILED TO YOU.

Thomas Mosley
Defendant's Signature

KEN BURKE

Clerk of the Circuit Court and Comptroller

**REQUESTS FOR ACCOMMODATIONS BY PERSONS WITH
DISABILITIES**

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of Human Rights, 400 S. Ft. Harrison Avenue, 5th Floor, Clearwater, FL 33756, (727) 464-4062 (V/TDD) at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

CC: Defendant

State Attorney's Office

PDA

IN THE COUNTY COURT FOR PINELLAS COUNTY, FLORIDA
ACGEI2E
SECTION SOUTH COUNTY

STATE OF FLORIDA

Vs.

THOMAS ISAH MOSLEY Person ID: 3322179

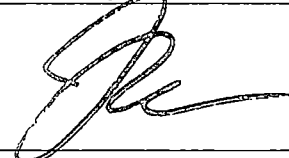
ORDER APPOINTING PUBLIC DEFENDER

Upon the motion of the Public Defender, the Court having previously appointed the Public Defender to represent the Defendant in case number ACGEI3E hereby appoints the Public Defender to represent the Defendant in the above-styled cause.

ORDERED that said Motion is hereby **GRANTED.**

DONE AND ORDERED at Clearwater, Pinellas County, Florida on

Jan. 4, 2020



COUNTY COURT JUDGE

COPIES TO:
Public Defender
State Attorney

KEN BURKE
CLERK OF CIRCUIT COURT
AND COMPTROLLER

2020 JAN -6 PM 2:47

FILED
JAN 14 COURT RECORDS

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY,
FLORIDA

DOCKET NO.: ACGETBE
ACGEI2E

STATE OF FLORIDA

v.

Thomas Ian Mosley

**DEFENDANT'S CONSENT TO BE REPRESENTED BY
CERTIFIED LEGAL INTERN**

I hereby consent to the appearance on my behalf of the below named Certified Legal Intern in connection with the above-captioned criminal matter. It is my understanding that the Certified Legal Intern is being supervised at all times by a licensed attorney under the provisions of Chapter 11 of the Rules Regulating the Florida Bar (Rules Governing the Law School Practice Program).

Thomas Mosley
DEFENDANT

1/27/20
DATE

I, Soraida Justiniano Assistant Public Defender in and for the Sixth Judicial Circuit, do hereby approve of the appearance of Nataly Azcurra Certified Legal Intern in the above captioned case under the provisions of Chapter 11 of the Rules Regulating the Florida Bar.

Soraida Justiniano
Assistant Public Defender
Florida Bar No. 110050
Pinellas County Justice Center
14250 49th ST. N
Clearwater, Florida 33762
(727) 464-6516

Dec. 4, 2019
DATE

FILED
COURT ASSISTANT
2020 JAN 28 AM 10:09
CLERK SIXTH JUDICIAL CIRCUIT
TAMPA, FLORIDA

THE CIRCUIT/COUNTY COURT PINELLAS COUNTY, FLORIDA

THOMAS ISAH MOSLEY
PID: 3322179

ACGEI2E - L

**ANSWER TO DEMAND
FOR DISCOVERY**

The State of Florida, through the State Attorney of the Sixth Judicial Circuit, pursuant to the defendant's Notice of Discovery and RCrP 3.220, submits the following information:

1. The names and address of all persons known to the prosecutor to have information which may be relevant to the offense charged, and to any defense thereto or to any similar fact evidence to be presented at trial, are set forth in the witness list.
2. The witness list is not all-inclusive as there may be further names and address contained in witness statements and police report supplied in this answer.
3. The following items as indicated are in the State's possession or control and are available for your inspection at the State Attorney's Office upon timely and reasonable notice. If you desire to copy and/or photograph same, copies will be provided upon signed receipt. The name(s) of confidential informant(s) will not be supplied unless the State intends to use same as witness(es) at the trial or unless ordered by the court.

	Yes	No
a. Statements given by persons listed in paragraph 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Written, recorded, and/or oral statements of the accused.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Written, recorded, and/or oral statements of co-defendants.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Material or information provided by a confidential informer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Tangible papers not obtained from or belonging to accused which the State intends to use at hearing or trial.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Tangible papers obtained from or belonging to accused.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Electronic surveillance of premises of accused or of conversations to which accused was party.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Documents relating to search or seizure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Reports or statements of experts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. All tangible objects as provided by RCrP 3.220, unless otherwise indicated below, may be inspected, photographed, or tested during regular and ordinary business hours at:

a. SPPD b. SAO

This document will serve as authorization for the attorney for the defendant, NATALY AZCURRA, or designated representative, to conduct discovery of tangible objects, in this case, with reference to law enforcement case numbers as follows:

a. ACGEI2E b. ALL SUPPS

5. By this Answer to Demand for Discovery, the State expects the defendant to submit a corresponding witness list and exhibit list within fifteen days and comply with all requirements of RCrP 3.220.
6. At this time, the State is aware of the following evidence which falls within the purview of RCrP 3.220(b)(4), if any:

NONE

IN THE CIRCUIT/COUNTY COURT OF THE SIXTH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA IN AND FOR PINELLAS COUNTY

ACGEI2E-L
522019CT087069000APC

STATE OF FLORIDA

v.

THOMAS ISAH MOSLEY
PID: 3322179

NOTICE OF REQUEST FOR COSTS OF PROSECUTION
PURSUANT TO F.S. 938.27

The State of Florida hereby requests costs be imposed and set for the State Attorney in the amount of \$100.00 for costs of felony prosecutions or \$50.00 for costs of misdemeanor or criminal traffic prosecutions upon sentencing in this matter.

I HEREBY CERTIFY that a copy of the above has been furnished to Andre Alvarez, Assistant Public Defender, Attn: PUBLIC DEFENDERS OFFICE, CLEARWATER, FL 33762, PUBDEF-EFILING@CO.PINELLAS.FL.US, by e-service or personal service or U.S. Mail this 14th day of February, 2020.

BERNIE McCABE, State Attorney
Sixth Judicial Circuit of Florida

By: /s/ Andrew Moody
Assistant State Attorney
Bar No. 1011559
SA6eservice@co.pinellas.fl.us
P.O. Box 5028
Clearwater, Florida 33758
(727) 464-6221

[NOTO]

08/03/2020
Events(s): DEFPCR

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

NAME : THOMAS ISAH MOSLEY UCN : 522019CT087069000APC
REF No. : ACGEI2E - L
PID : 3322179 ADJUDICATED : GUILTY
JUDGE : ROBERT DITTMER CHARGE(S) : -LEAVING THE SCENE OF A
CRASH INVOLVING
PROPERTY DAMAGE

*****NOTICE OF DEFERRED PAYMENT*****

<u>AMOUNT(S) ASSESSED:</u>		COURT DATE: August 3, 2020
\$223.00	FINE AND COURT COSTS	
\$50.00	COSTS OF PROSECUTION ASSESSED	
\$50.00	ATTORNEY FEES	
\$323.00	TOTAL	*Credit towards this amount may have been received - For details see below

*****IMPORTANT*****

YOU MUST UNDERSTAND THE FOLLOWING:

You will pay Fine and Costs in the amount of \$223.00. You will pay \$50.00 Cost of Prosecution pursuant to F.S. 938.27. This assessment is due **within 90 DAYS**.

You will pay \$50.00 Attorney Fees pursuant to F.S. 938.29. This assessment shall be paid **within 90 DAYS** or at least 60 days before your probation/community control terminates, whichever occurs first.

DEFENDANT HAS 90 DAYS TO SET UP A PAYMENT PLAN

All payments shall be made by cash, check, cashier check, credit card or money order made payable to the Pinellas County Clerk of the Circuit Court and shall include the Defendant's name and reference number.

Payments shall be made in person, by mail, by telephone at 727-464-4846 or online at www.mypinellasclerk.org**.

Clerk of the Circuit Court Offices:

Pinellas County Justice Center	North County Branch Office	St. Petersburg Branch Office
14250 49th Street North	29582 U.S. Hwy 19 North	545 1st Avenue North, Rm 153
Clearwater, FL 33762	Clearwater, FL 33761	St. Petersburg, FL 33701

You may also make your payment by cash at any AMSCOT location using reference number ACGEI2E - L. AMSCOT will charge a non-refundable \$2 convenience fee per payment for this service.

**** The Clerk has entered into an agreement to provide credit card and electronic check payment services online. A convenience fee will be assessed and charged to your credit card/checking account when you pay the credit card. The Clerk of the Court is not a party to the transaction.**

Failure to pay on time will subject you to contempt of court for failure to comply. Failure to comply will result in the imposition of additional costs and fees and suspension of your driving privilege. In addition, a warrant for your

**THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712**

ICD: DEFPAYMENT (33897098)
ADL 08/03/20 1:30 PM L - PRETRIAL

FILED
COURT ASSISTANCE
2020 AUG 12 AM 10:30
KEH BURKE
CLERK OF CIRCUIT COURT
AND COMPTROLLER

08/03/2020
Events(s): DEFPCR

NAME: THOMAS ISAH MOSLEY
UCN: 522019CT087069000APC
REF NO.: ACGEI2E - L

arrest may be issued and the Clerk of the Circuit Court may pursue collection of any unpaid assessment through a private attorney or collection agent. A lien will be recorded in official records until all fine/costs are satisfied.

YOU WILL RECEIVE NO FURTHER NOTICE. YOU MUST NOTIFY THE COURT, IN WRITING, OF ANY CHANGE OF ADDRESS DURING THE TIME THIS AMOUNT OF MONEY IS DUE AND OWING TO THE COURT.

I have read and understand the terms and conditions imposed upon me by the Court.

Defendant's Signature

Defendant's Street Address

City, State and Zip Code
MLB

MAILED TO DEFENDANT

Pay with your phone now!



Scan to Pay

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

ICD: DEFPAYMENT (33897098)
ADL 08/03/20 1:30 PM L - PRETRIAL

JDFC or JCOS

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

UCN: 522019CT087069000APC

Case No.: ACGEI2E

Also see Case No.:

STATE OF FLORIDA

Citation No.: ACGEI2E

VS.

Person ID: 3322179

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG FL 33712

DOB: 03/29/2002

SS#

JUDGMENT FOR FINES AND COSTS

THIS COURT HAVING PREVIOUSLY ORDERED THE DEFENDANT TO PAY FINE
AND COSTS IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA STATUTES

IT IS ORDERED AND ADJUDICATED THAT THE STATE OF FLORIDA DOES HAVE
THE RIGHT TO RECOVER OF AND FROM THE ABOVE NAMED DEFENDANT THE
FOLLOWING FINE AND/OR COSTS:

\$50.00	COST OF PROSECUTION ASSD CRIM TRAF VARIES ST ATTY
\$223.00	CTRG LEAVING THE SCENE
\$ 273.00	TOTAL

IT IS FURTHER ORDERED THAT THIS JUDGMENT WILL BE RECORDED BY THE
CLERK OF COURT AS A JUDGMENT LIEN IN FAVOR OF THE CLERK OF COURT, ON
BEHALF OF THE STATE OF FLORIDA, IN THE OFFICIAL RECORDS IN PINELLAS
COUNTY.

DONE AND ORDERED ON AUGUST 03, 2020 IN PINELLAS COUNTY, FLORIDA.


JUDGE: ROBERT DITTMER

FILED
CRIMINAL COURT RECORDS
2020 AUG - 7 AM 9:48
KENT BURKE
CLERK OF CIRCUIT
AND COUNTY

JUDGE: ROBERT DITTMER

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

UCN: 522019CT087069000APC
REF No: ACGEI2E - L
PID: 3322179
DOB: 03/29/2002
SSN: Not Available

FILED
CRIMINAL COURT RECORDS
2020 AUG 14 PM 2:34
KEN BURKE
CLERK OF CIRCUIT COURT
AND COMPTROLLER

STATE OF FLORIDA

VS.

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

JUDGMENT FOR ATTORNEY FEES AND COSTS

This Court having previously ordered the Defendant to pay Attorney's Fees and Costs of Defense in accordance with Section 938.29, Florida Statutes; therefore;

IT IS CONSIDERED AND ADJUDGED that the State of Florida does have the right to recover of and from the above named Defendant the following attorney fees and cost amounts;

\$50.00	Attorney Fees
0.00	Costs of Defense
\$50.00	Total

IT IS FURTHER ORDERED that this Judgment shall be recorded as a Judgment Lien in favor of the State of Florida, Department of Revenue, 1379 Blountstown Highway, Tallahassee, FL 32304, in the "Official Records" in the County in which the Defendant resides and in each County in which the Defendant owns or later acquires any property.

DONE AND ORDERED on August 3, 2020 in Clearwater, Florida



JUDGE

Return to:
Criminal Court Records Department

MLB

**COUNTY COURT, PINELLAS COUNTY, FLORIDA
MISDEMEANOR DIVISION**

14250 49th Street North
Clearwater, Florida 33762
Phone: (727) 464-7000
11/20/2020

UCN: 522019CT087069000APC

Case Number: ACGEI2E

STATE OF FLORIDA
VS.
MOSLEY, THOMAS ISAH

Person ID: 3322179

DELINQUENCY NOTICE

You are hereby notified that on August 03, 2020 you failed to comply with a court directive for LEAVING THE SCENE OF A CRASH INVOLVING PROPERTY DAMAGE.

You must contact the Clerk of Court, at the above address, comply as originally required, and pay a \$32.00 delinquency fee and any applicable statutory service fee(s) by December 21, 2020 (Date to comply by to avoid suspension).

IMPORTANT!

Failure to comply with this notice by the date indicated above will result in the suspension of your driving privilege. Furthermore, for reinstatement of your driving privilege, you may be required to pay a \$60.00 reinstatement fee after all court directives have been satisfied.

Witness the undersigned Clerk of said Court on this the 20th day of November, 2020



A handwritten signature in black ink, appearing to read "Ken Burke", written over a horizontal line.

KEN BURKE, CPA
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

SIFC or SCOS

**COUNTY / CIRCUIT COURT, PINELLAS COUNTY FLORIDA
CRIMINAL DIVISION**

State of Florida
vs.

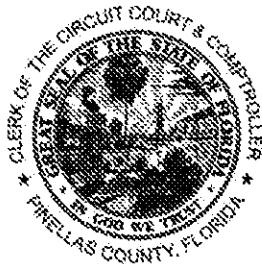
THOMAS ISAH MOSLEY

CASE #: ACGEI2E
CITATION #: ACGEI2E

UCN #: 522019CT087069000APC
SPN #: 3322179

SATISFACTION OF JUDGMENT – FINE/COST

Ken Burke, as Clerk of the Circuit Court, hereby gives notice that the fine and/or costs in the amount of \$273.00 levied against the Defendant THOMAS ISAH MOSLEY, in the Criminal Circuit Court of Pinellas County on August 3, 2020 in the above listed case number and recorded in Official Records Book 21121, Page 2273 was paid and satisfied in full on November 2, 2021.



Ken Burke
Clerk of the Circuit Court and Comptroller

Please return to Felony Court Records

SAIL

**COUNTY / CIRCUIT COURT, PINELLAS COUNTY FLORIDA
CRIMINAL DIVISION**

State of Florida
vs.

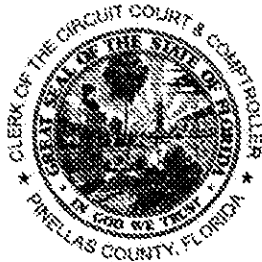
THOMAS ISAH MOSLEY

CASE #: ACGEI2E
CITATION #: ACGEI2E

UCN #: 522019CT087069000APC
SPN #: 3322179

SATISFACTION OF JUDGMENT – ATTORNEY FEES/COSTS

Ken Burke, as Clerk of the Circuit Court, hereby gives notice that the public defender lien in the amount of \$50.00 levied against the Defendant THOMAS ISAH MOSLEY, in the Criminal Court of Pinellas County on August 3, 2020 in the above listed case number and recorded in the Official Records, Book 21126 , and Page 1219 , was paid and satisfied in full on November 2, 2021.



Ken Burke
Clerk of the Circuit Court and Comptroller

Please return to Felony Court Records

SECTION L
CASE SUMMARY
CASE No. ACGEI3E

STATE OF FLORIDA
vs.
MOSLEY, THOMAS ISAH

§
§
§
§
§
§

Location: **Section L**
Judicial Officer: **DITTMER, ROBERT**
Filed on: **11/22/2019**
Case Number History: **19-87081-TC**
UNIFORM CASE NUMBER: **522019CT087081000APC**

CASE INFORMATION

Offense	Citation	Statute	Deg	Date	Case Type:	TRAFFIC COURT
Municipality: ST. PETERSBURG						
1. NO/IMPROPER DRIVERS LICENSE	ACGEI3E	322.03	MISD2	11/12/2019	Case Status:	08/03/2020 CLOSED
Sequence: 1						

Statistical Closures
11/02/2021 PAYMENT IN FULL

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	ACGEI3E
Court	Section L
Date Assigned	12/27/2019
Judicial Officer	DITTMER, ROBERT

PARTY INFORMATION

Lead Attorneys

STATE	STATE OF FLORIDA
DEFENDANT	 MOSLEY, THOMAS ISAH






DATE

EVENTS & ORDERS OF THE COURT







INDEX

11/22/2019	 TRAFFIC CITATION - CASE SET FOR COURT AT INTAKE -
11/22/2019	 OFFICER'S WORKSHEET -
12/10/2019	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
12/16/2019	 ARRAIGNMENT (1:30 PM) (Judicial Officer: RIBA, JOSHUA)
12/16/2019	ARRAIGNMENT PLEA - NOT GUILTY
12/16/2019	WAIVER OF JURY TRIAL <i>WAIVE RIGHT TO JURY TRIAL</i>
12/16/2019	PRE-TRIAL HEARING SET
12/16/2019	 NOTICE OF HEARING GENERATED IN COURT
12/26/2019	 AFFIDAVIT OF INDIGENT STATUS

SECTION L
CASE SUMMARY
CASE No. ACGEI3E

12/26/2019	DETERMINATION OF STATUS - INDIGENT
12/26/2019	INDIGENT CRIMINAL DEFENSE FEE ASSESSED
12/26/2019	PD APPOINTED WRITTEN PLEA NG BY PD & DEMAND FOR DISCOVERY
01/17/2020	 CANCELED PRE-TRIAL (9:00 AM) (Judicial Officer: BERLIN, STEVE D ;Location: CJC COURTROOM 15) <i>OTHER</i>
01/21/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
01/27/2020	 PRE-TRIAL (1:30 PM) (Judicial Officer: DITTMER, ROBERT)
01/27/2020	WAIVED RIGHT TO SPEEDY TRIAL
01/27/2020	PRE-TRIAL HEARING SET
02/21/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
02/28/2020	 PRE-TRIAL (8:30 AM) (Judicial Officer: DITTMER, ROBERT) Events: 01/27/2020 PRE-TRIAL HEARING SET
02/28/2020	ORDER GRANTING - IN COURT <i>D/MTN TO CONTINUE</i>
02/28/2020	PRE-TRIAL HEARING SET
03/17/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
05/26/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
07/28/2020	 TRANSCRIPT OF DRIVING RECORD <i>Transcript Linked</i>
08/03/2020	 PRE-TRIAL (1:30 PM) (Judicial Officer: DITTMER, ROBERT) Events: 02/28/2020 PRE-TRIAL HEARING SET
08/03/2020	Plea (Judicial Officer: DITTMER, ROBERT) 1. NO/IMPROPER DRIVERS LICENSE CHANGE OF PLEA TO NOLO CONTENDERE OBTS: Sequence: 1
08/03/2020	Disposition (Judicial Officer: DITTMER, ROBERT) 1. NO/IMPROPER DRIVERS LICENSE NO TRIAL - ADJUDICATION WITHHELD OBTS: Sequence: 1
08/03/2020	Sentence (Judicial Officer: DITTMER, ROBERT)

SECTION L
CASE SUMMARY
CASE No. ACGEI3E

	<div>1. NO/IMPROPER DRIVERS LICENSE</div> <div>FINE AND/OR COURT COSTS ONLY</div> <div>Attorneys at Sentencing (Lead Defense JACOBSEN, JADE)</div> <div>Comment (FINE/COST \$350.00; COST OF PROSECUTION \$50.00; FINE/COST WITHIN 90 DAYS; PD LIEN \$50.00 WITHIN 90 DAYS; INDIGENT CRIM DEF FEE \$50.00; ICDF WITHIN 90 DAYS)</div>	
08/03/2020	<div>FINE/COSTS ORDERED - ADJUDICATION WITHHELD</div> <div>Charges: 1</div> <div>Amount: 350.00</div>	
08/03/2020	<div>COSTS OF PROSECUTION ASSESSED - CT</div> <div>Charges: 1</div> <div>Amount: 50.00</div>	
08/03/2020	<div> DEFERRED PAYMENT GRANTED</div> <div>Fin Due Date: 11/02/2020</div> <div>Charges: 1</div>	
08/03/2020	<div>OTHER PAYMENT TERMS</div> <div>DEFENDANT HAS 90 DAYS TO SET UP A PAYMENT PLAN</div>	
08/03/2020	<div>INDIGENT CRIMINAL DEFENSE FEE ASSESSED \$50 AT SENTENCING CT</div>	
08/03/2020	<div>PD LIEN ASSESSED - CT</div> <div>Charges: 1</div> <div>Amount: 50.00</div>	
08/03/2020	<div>ATTORNEY FEES WITHIN</div> <div>Fin Due Date: 11/02/2020</div> <div>WITHIN 90 DAYS</div>	
08/07/2020	<div> JUDGMENT FOR FINE AND/OR COSTS</div> <div>Amount: 450.00</div>	<div>Vol./Book 21121,</div> <div>Page 2277, 1 pages</div> <div>Instrument #</div> <div>2020241978</div>
08/14/2020	<div> JUDGMENT FOR ATTORNEY FEES AND/OR COSTS</div> <div>Amount: 50.00</div>	<div>Vol./Book 21126,</div> <div>Page 1220, 1 pages</div> <div>Instrument #</div> <div>2020245785</div>
11/20/2020	<div>D6 CRIMINAL - FAILED TO PAY COURT ASSESSED FINE/COSTS</div>	
11/20/2020	<div> DELINQUENT NOTICE</div>	
02/18/2021	<div>REFERRED TO COLLECTION AGENCY</div>	
02/19/2021	<div>COLLECTIONS RECEIVED BY LINEBARGER GOGGAN BLAIR</div> <div>Party: DEFENDANT MOSLEY, THOMAS ISAH</div>	
11/02/2021	<div>D6 SATISFIED</div> <div>Charges: 1</div>	
11/03/2021	<div> SATISFACTION OF JUDGMENT FOR FINE AND/OR COSTS</div> <div>Amount: 450.00</div>	<div>Vol./Book 21791,</div> <div>Page 1886, 1 pages</div> <div>Instrument #</div> <div>2021360228</div>
11/03/2021	<div> SATISFACTION OF ATTORNEY FEES</div>	<div>Vol./Book 21791,</div> <div>Page 1901, 1 pages</div>

SECTION L
CASE SUMMARY
CASE NO. ACGEI3E

Amount: 50.00

Instrument #
2021360232

DATE

FINANCIAL INFORMATION

DEFENDANT MOSLEY, THOMAS ISAH

Total Charges

665.00

Total Payments and Credits

665.00

Balance Due as of 06/23/2025

0.00

Clerk: 11/22/2019 6:02 AM



2019-049826

FLORIDA UNIFORM TRAFFIC CITATION

ACGEI3E

COUNTY 04 PINELLAS	(1) F.H.P. <input type="checkbox"/> (2) P.D. <input checked="" type="checkbox"/> (3) S.O. <input type="checkbox"/> (4) OTHER <input type="checkbox"/>
CITY (IF APPLICABLE) ST. PETERSBURG	AGENCY NAME ST. PETERSBURG POLICE DEPARTMENT
AGENCY # 0464	
IN THE COURT DESIGNATED BELOW THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND COMPLAINT (RETAINED BY COURT)	
DAY OF WEEK TUE	MONTH 11
DAY 12	YEAR 2019
TIME 1:53 PM	
NAME (PRINT) FIRST THOMAS	MIDDLE ISAIAH
LAST MOSLEY	
STREET 1700 21ST ST S	
IF DIFFERENT THAN ONE ON DRIVER LICENSE "X" HERE <input type="checkbox"/>	
CITY ST PETERSBURG	STATE FL
ZIP CODE 33712	
TELEPHONE NUMBER	DATE OF BIRTH
MO 3	DAY 29
YR 2002	RACE B
SEX M	HGT 5' 08"
DRIVER LICENSE NUMBER M 2 4 0 8 2 9 0 2 1 0 9 0	STATE FL
CLASS U	CDL LICENSE <input checked="" type="checkbox"/> Y <input type="checkbox"/> N
YR LICENSE EXP. 2026	COMMERCIAL VEHICLE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PLACARDED HAZARDOUS MATERIAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
VEHICLE 2003	MAKE LEXS
STYLE 4D	COLOR GLD
VEHICLE LICENSE NO 9 8 7 T D M	TRAILER TAG NO
STATE FL	YEAR TAG EXPIRES 2020
UPON A PUBLIC STREET OR HIGHWAY, OR OTHER LOCATION, NAMELY 850 34TH ST S 27.760633 -82.679174	
MOTORCYCLE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
COMBINATION LTC <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
FT _____ MILES _____ N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W OF NODE _____	
DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE. CHECK ONLY ONE OFFENSE EACH CITATION.	
<input type="checkbox"/> UNLAWFUL SPEED _____ MPH SPEED APPLICABLE _____ MPH	
<input type="checkbox"/> INTERSTATE <input type="checkbox"/> SCHOOL ZONE <input type="checkbox"/> CONSTRUCTION WORKERS PRESENT)	
SPEED MEASUREMENT DEVICE:	
<input type="checkbox"/> CARELESS DRIVING <input type="checkbox"/> CHILD RESTRAINT <input type="checkbox"/> EXPIRED DRIVER LICENSE SIX (6) MONTHS OR LESS	
<input type="checkbox"/> VIOLATION OF TRAFFIC CONTROL DEVICE <input type="checkbox"/> SAFETY BELT VIOLATION <input type="checkbox"/> EXPIRED DRIVER LICENSE MORE THAN SIX (6) MONTHS	
<input type="checkbox"/> FAILURE TO STOP AT A TRAFFIC SIGNAL <input type="checkbox"/> IMPROPER OR UNSAFE EQUIPMENT <input checked="" type="checkbox"/> NO VALID DRIVER LICENSE	
<input type="checkbox"/> IMPROPER LANE CHANGE OR COURSE <input type="checkbox"/> EXPIRED TAG SIX (6) MONTHS OR LESS <input type="checkbox"/> DRIVING UNDER THE INFLUENCE	
<input type="checkbox"/> NO PROOF OF INSURANCE <input type="checkbox"/> EXPIRED TAG MORE THAN SIX (6) MONTHS <input type="checkbox"/> Passenger Under 18 Yrs.	
<input type="checkbox"/> VIOLATION OF RIGHT-OF-WAY <input type="checkbox"/> DRIVING WHILE LICENSE SUSPENDED OR REVOKED <input type="checkbox"/> BAL _____	
<input type="checkbox"/> IMPROPER PASSING	
OTHER VIOLATIONS OR COMMENTS PERTAINING TO OFFENSE: - NO DRIVER LICENSE - NEVER HAD ONE ISSUED (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL FEE U	
RE-EXAM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DL SEIZED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input type="checkbox"/> AGGRESSIVE DRIVING <input type="checkbox"/> IN VIOLATION OF STATE STATUTE	
SECTION 322.03 SUB-SECTION (1)	
CRASH <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	PROPERTY DAMAGE <input checked="" type="checkbox"/> YES \$ 500 <input type="checkbox"/> NO
INJURY TO ANOTHER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	SERIOUS BODILY INJURY TO ANOTHER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FATAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/> CRIMINAL VIOLATION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW	
<input type="checkbox"/> INFRACTION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW	
<input type="checkbox"/> INFRACTION WHICH DOES NOT REQUIRE APPEARANCE IN COURT	
CIVIL PENALTY IS _____	
COURT INFORMATION	DATE 12/16/2019
TIME 01:30 PM	
PINELLAS COUNTY JUSTICE CENTER	
14250 49TH STREET NORTH, CRT RM 15	
COURT CLEARWATER	FL
LOCATION HTTP://WWW.PINELLASCLERK.ORG	
33762	(727) 464-7000
ARREST DELIVERED TO PJAC	DATE 11/13/2019
I AGREE AND PROMISE TO COMPLY AND ANSWER TO THE CHARGES AND INSTRUCTIONS SPECIFIED IN THIS CITATION. WILLFUL REFUSAL TO ACCEPT AND SIGN THIS CITATION MAY RESULT IN ARREST. I UNDERSTAND MY SIGNATURE IS NOT AN ADMISSION OF GUILT OR WAIVER OF RIGHTS. IF YOU NEED REASONABLE FACILITY ACCOMMODATIONS TO COMPLY WITH THIS CITATION, CONTACT THE CLERK OF THE COURT.	
ARRESTED	
X SIGNATURE OF VIOLATOR (SIGNATURE IS REQUIRED IF INFRACTION REQUIRES APPEARANCE IN COURT)	
OFF. T R BELL 43937 43937 SRO	
RANK-NAME OF OFFICER	
BADGE NO ID NO TROOP UNIT	
<input checked="" type="checkbox"/> I CERTIFY THIS CITATION WAS DELIVERED TO THE PERSON CITED ABOVE AND CERTIFY THE CHARGE ABOVE	

HSMV 75901 (REV. 07/12)
ELECTRONIC REPORT

COMPLAINT

WHEN PRESENTED TO VIOLATOR, THE FOLLOWING AMOUNT WAS ENTERED.

PAY A CIVIL PENALTY IN THE AMOUNT OF \$

CASE NO.

DOCKET NO.

PAGE NO.

DATE	COURT ACTION AND OTHER ORDERS	
	BAIL FIXED AT \$ _____ OR CASH DEPOSIT OF \$ _____	
	SIGNATURE OF PERSON GIVING BAIL _____	
	SIGNATURE OF PERSON TAKING BAIL _____	
	FINE IN THE AMOUNT _____	RECEIVED AS _____
	COURT _____	SIGNATURE OF CLERK _____
	CONTINUANCE TO _____	REASON _____
	CONTINUANCE _____	REASON _____
	BOND _____	
	WARRANT _____	
	VIOLATOR FAILED TO APPEAR-DRIVER LICENSE SUS	
	VIOLATOR ARRAIGNED _____ (DATE)	
	PLEA: _____	
	FINDIN _____	
	ADJUDICATIO _____	
	SENTENCE: _____ COST _____	
	JAIL _____ DAYS	
	DRIVER IMPROVEMENT _____	
	OTHER _____	
	DRIVER LICENSE SUSPENDED OR _____ DAY	
	RECOMMEND DRIVER LICENSE _____ DAY	
	RECOMMEND RE- _____	
	SIGNATURE OF JUDGE _____	
	TESTIMONY - JUDGE'S NOTES (OR OTHER COURT _____)	
	APPEAL BOND _____	
	VIOLATOR'S FINGERPRINT WHEN _____	



Clerk: 11/22/2019 6:02 AM

UTC Court Information Report											
ST. PETERSBURG POLICE DEPARTMENT											
AGENCY CASE # 2019-049826				CITATION # ACGEI3E			DATE 11/12/2019		CITATION TIME 1:53 PM		
VIOLATOR											
NAME (PRINT) FIRST THOMAS				MIDDLE ISAIAH			LAST MOSLEY			SUFFIX	
STREET 1700 21ST ST S				CITY ST PETERSBURG			STATE FL	ZIP CODE 33712		TELEPHONE	
DL # M240829021090				STATE FL	CLASS U	YEAR 2003	MAKE LEXS		TAG # 987TDM	STATE FL	TAG EXP. 01/20/202
ROADWAY INFORMATION											
850 34TH ST S 27.760633 -82.679174											
VIOLATION											
FSS # 322.03(1)		- NO DRIVER LICENSE - NEVER HAD ONE ISSUED (IF VALID AT TIME CITATION WAS ISSUED, A DISMISSAL F									
OFFENSE TYPE NO VALID DRIVER LICENSE				VIOL. SPEED	POSTED?	SCHOOL?	WORKERS?	CRASH? YES	SPEED MEASUREMENT DEVICE		
REPORTING OFFICER						SECONDARY OFFICER					
RANK OFFICER	FIRST T	MIDDLE R	LAST BELL	BADGE # 43937	ID # 43937	FIRST		LAST		BADGE #	ID #
COURT NARRATIVE											
<p>WHILE THE DRIVER OF A VEHICLE INVOLVED IN A CRASH RESULTING IN DAMAGE TO A VEHICLE OR OTHER PROPERTY, HIT PARKED VEHICLE OWNED BY JULIA MCCULLOUGH, DID NOT THEN AND THERE REMAIN AT THE SCENE OF SUCH CRASH UNTIL DEFENDANT HAD FULFILLED THE REQUIREMENTS OF F.S.S. 316.062.</p> <p>CITATION #: ACGEI2E FOR LEAVING THE SCENE W/O GIVING INFORMATION AND CITATION # ACGEI3E FOR NOT HAVING A VALID LICENSE COUNTY JUSTICE CENTER DATE/TIME: MONDAY 12/16/2019 AT 1:30 P.M.</p> <p>DEFENDANT TOOK HIS FATHER'S 2003 GOLD LEXUS TAG, 987TDM WITHOUT PERMISSION AND VISITED GIBBS HIGH SCHOOL CAMPUS. THE DEFENDANT, WHILE BACKING OUT, HIT THE VICTIM'S RIGHT BACK BUMPER WITH THE THE FRONT LEFT CORNER OF HIS VEHICLE CAUSING DAMAGE. THE DEFENDANT DOES NOT HAVE A LICENSE, THEREFORE HE SHOULD NOT HAVE BEEN DRIVING. THE INCIDENT WAS CAPTURED ON VIDEO. THE WITNESS WAS AN ANONYMOUS CALLER, WHOM DID NOT LEAVE A NAME OR CONTACT NUMBER . THE DEFENDANT ADMITTED TO DRIVING THE VEHICLE.</p>											
WITNESSES											
FIRST NAME		MIDDLE NAME		LAST NAME			SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #	
CURRENT ADDRESS				CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS
FIRST NAME		MIDDLE NAME		LAST NAME			SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #	
CURRENT ADDRESS				CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS
FIRST NAME		MIDDLE NAME		LAST NAME			SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #	
CURRENT ADDRESS				CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS
FIRST NAME		MIDDLE NAME		LAST NAME			SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #	
CURRENT ADDRESS				CITY		STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS

**COUNTY COURT, PINELLAS COUNTY, FLORIDA
TRAFFIC DIVISION**

UCN(s):

522019CT087069000APC

522019CT087081000APC

REF No.(s)

ACGEI2E

ACGEI3E

STATE OF FLORIDA

VS.

THOMAS ISAH MOSLEY

PERSON ID: 3322179

Date: December 16, 2019

NOTICE OF HEARING

The above numbered case(s) is/are hereby set for:

Pre-Trial

Date and Time :

January 17, 2020 at 9:00 AM

Place :

Pinellas County Justice Center,
14250 49th Street North
Clearwater, Florida 33762
Division SCT
727-464-7000

Your personal appearance is mandatory. You are further notified that attorney's fees and mandatory and discretionary costs may be imposed against you. If you are requesting appointment of a Public Defender, you must bring a \$50.00 fee to this hearing. If you fail to appear as required by this court notice, a warrant will be issued for your arrest and your release on recognizance (ROR) will be revoked or your surety or cash bond will be estreated.

Please bring this notice with you. **Appropriate attire is required.** If you are to be represented by an attorney, the attorney must be obtained by the date of this hearing. No continuances to obtain counsel will be granted after the pre-trial date. All discovery and motions must be completed by the date of the pre-trial hearing other than motions to suppress or other evidentiary motions.

If you need a foreign language interpreter for this hearing, please call (727) 453-7177. Si usted necesita un interprete el dia de su cita en la corte, favor de llamar al (727) 453-7177.

Fine/Costs must be paid at the time of sentencing. If you are unable to pay, you must enter into a financial obligation agreement with the Clerk. Failure to pay or enter into a financial obligation agreement will result in the suspension of your driver's license and additional penalties will be assessed.

NO FURTHER NOTICE WILL BE MAILED TO YOU.

KEN BURKE

Clerk of the Circuit Court and Comptroller

Thomas Mosley
Defendant's Signature

**REQUESTS FOR ACCOMMODATIONS BY PERSONS WITH
DISABILITIES**

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Office of Human Rights, 400 S. Ft. Harrison Avenue, 5th Floor, Clearwater, FL 33756, (727) 464-4062 (V/TDD) at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

CC: Defendant

State Attorney's Office

STATE OF FLORIDA vs. _____

CASE NO. _____

ACGEI3E

Defendant/Minor Child

APPLICATION FOR CRIMINAL INDIGENT STATUS

☒ I AM SEEKING THE APPOINTMENT OF THE PUBLIC DEFENDER

OR

☐ I HAVE A PRIVATE ATTORNEY OR AM SELF-REPRESENTED AND SEEK DETERMINATION OF INDIGENCE STATUS FOR COSTS

Notice to Applicant: The provision of a public defender/court appointed lawyer and costs/due process services are not free. A judgment and lien may be imposed against all real or personal property you own to pay for legal and other services provided on your behalf or on behalf of the person for whom you are making this application. There is a \$50.00 fee for each application filed. If the application fee is not paid to the Clerk of the Court within 7 days, it will be added to any costs that may be assessed against you at the conclusion of this case. If you are a parent/guardian making this affidavit on behalf of a minor or tax-dependent adult, the information contained in this application must include your income and assets.

1. I have 0 dependents. (Do not include children not living at home and do not include a working spouse or yourself.)
2. I have a take home income of \$ 0 paid () weekly () bi-weekly () semi-monthly () monthly () yearly
(Take home income equals salary, wages, bonuses, commissions, allowances, overtime, tips and similar payments, minus deductions required by law and other court-ordered support payments)
3. I have other income paid () weekly () bi-weekly () semi-monthly () monthly () yearly: (Circle "Yes" and fill in the amount if you have this kind of income, otherwise circle "No")
- | | | | |
|---|------|---|------|
| Social Security benefits..... Yes \$ _____ | (No) | Veterans' benefit..... Yes \$ _____ | (No) |
| Unemployment compensation..... Yes \$ _____ | (No) | Child support or other regular support from family members/spouse..... Yes \$ _____ | (No) |
| Union Funds..... Yes \$ _____ | (No) | Rental income..... Yes \$ _____ | (No) |
| Workers compensation..... Yes \$ _____ | (No) | Dividends or interest..... Yes \$ _____ | (No) |
| Retirement/pensions..... Yes \$ _____ | (No) | Other kinds of income not on the list..... Yes \$ _____ | (No) |
| Trusts or gifts..... Yes \$ _____ | (No) | | |
4. I have other assets: (Circle "Yes" and fill in the value of the property, otherwise circle "No." Use the back of this form to provide additional information.)
- | | | | |
|--|------|--|------|
| Cash..... Yes \$ _____ | (No) | Savings..... Yes \$ _____ | (No) |
| Bank account(s)..... Yes \$ _____ | (No) | Stocks/bonds..... Yes \$ _____ | (No) |
| Certificates of deposit or money market accounts..... Yes \$ _____ | (No) | *Equity in Real estate (excluding homestead) Yes \$ _____ | (No) |
| *Equity in Motor Vehicles/Boats/ Other tangible property..... Yes \$ _____ | (No) | *Equity means value minus loans. Also list any expectancy in an interest in such property. | |
- List the year/make/model and tag #. _____
- List the address of this property:
Address _____
City, State, Zip _____
County of Residence _____
5. I have a total amount of liabilities and debts in the amount of \$ 0
6. I receive: (Circle "Yes" or "No")
- | | | |
|--|-----|------|
| Temporary Assistance for Needy Families-Cash Assistance..... | Yes | (No) |
| Poverty-related veterans' benefits..... | Yes | (No) |
| Supplemental Security Income (SSI)..... | Yes | (No) |
7. I have been released on bail in the amount of \$ _____ Cash _____ Surety _____ Posted by: Self _____ Family _____ Other _____

A person who knowingly provides false information to the clerk or the court in seeking a determination of indigent status under s. 27.52, F.S., commits a misdemeanor of the first degree, punishable as provided in s. 775.082, F.S., or s. 775.083, F.S. I attest that the information I have provided on this Application is true and accurate to the best of my knowledge.

Signed this 17 day of 26, 2019.

THOMAS MOSLEY
Signature of Applicant for Indigent Status

Date of Birth 03/29/2002

Print Full Legal Name THOMAS ISATAH MOSLEY
Address 1700 21st Street SW
City, State, Zip ST PETERS FL 33712
Phone number (927) 894-1330

Driver's license or ID number _____

CLERK'S DETERMINATION

☒ Based on the information in this Application, I have determined the applicant to be ☒ Indigent () Not Indigent

☒ The Public Defender is hereby appointed to the case listed above until relieved by the Court.

Dated this 26th day of December, 2019.

Clerk of the Circuit Court

This form was completed with the assistance of _____

Clerk/Deputy Clerk/Other authorized person

APPLICANTS FOUND NOT INDIGENT MAY SEEK REVIEW BY ASKING FOR A HEARING TIME. Sign here if you want the judge to review the clerk's decision of not indigent. _____

08/03/2020
Events(s): DEFP CR

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

NAME : THOMAS ISAH MOSLEY UCN : 522019CT087081000APC
REF No. : ACGEI3E - L
PID : 3322179 ADJUDICATION : WITHHELD
JUDGE : ROBERT DITTMER CHARGE(S) : -NO/IMPROPER DRIVERS
LICENSE

*****NOTICE OF DEFERRED PAYMENT*****

<u>AMOUNT(S) ASSESSED:</u>		COURT DATE: August 3, 2020
\$350.00	COURT COSTS	
\$50.00	COSTS OF PROSECUTION ASSESSED	
\$50.00	INDIGENCY FEE	
\$50.00	ATTORNEY FEES	
\$500.00	TOTAL	*Credit towards this amount may have been received - For details see below

*****IMPORTANT*****

YOU MUST UNDERSTAND THE FOLLOWING:

You will pay Court Costs in the amount of \$350.00. You will pay \$50.00 Cost of Prosecution pursuant to F.S. 938.27. This assessment is due **within 90 DAYS**.

You will pay \$50.00 Indigency Fee pursuant to F.S. 27.52. You shall pay this fee **within 90 days**.

You will pay \$50.00 Attorney Fees pursuant to F.S. 938.29. This assessment shall be paid **within 90 DAYS** or at least 60 days before your probation/community control terminates, whichever occurs first.

DEFENDANT HAS 90 DAYS TO SET UP A PAYMENT PLAN

All payments shall be made by cash, check, cashier check, credit card or money order made payable to the Pinellas County Clerk of the Circuit Court and shall include the Defendant's name and reference number.

Payments shall be made in person, by mail, by telephone at 727-464-4846 or online at www.mypinellasclerk.org**.

Clerk of the Circuit Court Offices:

Pinellas County Justice Center
14250 49th Street North
Clearwater, FL 33762

North County Branch Office
29582 U.S. Hwy 19 North
Clearwater, FL 33761

St. Petersburg Branch Office
545 1st Avenue North, Rm 153
St. Petersburg, FL 33701

You may also make your payment by cash at any AMSCOT location using reference number ACGEI3E - L. AMSCOT will charge a non-refundable \$2 convenience fee per payment for this service.

**** The Clerk has entered into an agreement to provide credit card and electronic check payment services online. A convenience fee will be assessed and charged to your credit card/checking account when you pay the credit card. The Clerk of the Court is not a party to the transaction.**

Failure to pay on time will subject you to contempt of court for failure to comply. Failure to comply will result in the imposition of additional costs and fees and suspension of your driving privilege. In addition, a warrant for your

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

ICD: DEFPAYMENT (33897099)
ADL 08/03/20 1:30 PM L - PRETRIAL

FILED
COURT ASSISTANCE
2020 AUG 12 PM 10:30
KIM BUI
CLERK OF CIRCUIT COURT
PINELLAS COUNTY
FLORIDA

08/03/2020
Events(s): DEFPCR

NAME: THOMAS ISAH MOSLEY
UCN: 522019CT087081000APC
REF NO.: ACGEI3E - L

arrest may be issued and the Clerk of the Circuit Court may pursue collection of any unpaid assessment through a private attorney or collection agent. A lien will be recorded in official records until all fine/costs are satisfied.

YOU WILL RECEIVE NO FURTHER NOTICE. YOU MUST NOTIFY THE COURT, IN WRITING, OF ANY CHANGE OF ADDRESS DURING THE TIME THIS AMOUNT OF MONEY IS DUE AND OWING TO THE COURT.

I have read and understand the terms and conditions imposed upon me by the Court.

Defendant's Signature

Defendant's Street Address

City, State and Zip Code
MLB

MAILED TO DEFENDANT

Pay with your phone now!



Scan to Pay

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

ICD: DEFPAYMENT (33897099)
ADL 08/03/20 1:30 PM L - PRETRIAL

08/03/2020
Events(s): DEFPGR

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

NAME : THOMAS ISAH MOSLEY UCN : 522019CT087081000APC
REF No. : ACGEI3E - L
PID : 3322179 ADJUDICATION : WITHHELD
JUDGE : ROBERT DITTMER CHARGE(S) : -NO/IMPROPER DRIVERS
LICENSE

*****NOTICE OF DEFERRED PAYMENT*****

<u>AMOUNT(S) ASSESSED:</u>		COURT DATE: August 3, 2020
\$350.00	COURT COSTS	
\$50.00	COSTS OF PROSECUTION ASSESSED	
\$50.00	INDIGENCY FEE	
\$50.00	ATTORNEY FEES	
\$500.00	TOTAL	*Credit towards this amount may have been received - For details see below

*****IMPORTANT*****

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You will pay \$50.00 Attorney Fees pursuant to F.S. 938.29. This assessment shall be paid **within 90 DAYS** or at least 60 days before your probation/community control terminates, whichever occurs first.

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All payments shall be made by cash, check, cashier check, credit card or money order made payable to the Pinellas County Clerk of the Circuit Court and shall include the Defendant's name and reference number.

Payments shall be made in person, by mail, by telephone at 727-464-4846 or online at www.mypinellasclerk.org**.

Clerk of the Circuit Court Offices:

Pinellas County Justice Center
14250 49th Street North
Clearwater, FL 33762

North County Branch Office
29582 U.S. Hwy 19 North
Clearwater, FL 33761

St. Petersburg Branch Office
545 1st Avenue North, Rm 153
St. Petersburg, FL 33701

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Failure to pay on time will subject you to contempt of court for failure to comply. Failure to comply will result in the imposition of additional costs and fees and suspension of your driving privilege. In addition, a warrant for your

**THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712**

ICD: DEFPAYMENT (33897099)
ADL 08/03/20 1:30 PM L - PRETRIAL

FILED
COURT ASSISTANCE
2020 AUG 12 PM 10:30
KIM BUI
CLERK OF CIRCUIT COURT
PINELLAS COUNTY
FLORIDA

08/03/2020
Events(s): DEFPCR

NAME: THOMAS ISAH MOSLEY
UCN: 522019CT087081000APC
REF NO.: ACGEI3E - L

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YOU WILL RECEIVE NO FURTHER NOTICE. YOU MUST NOTIFY THE COURT, IN WRITING, OF ANY CHANGE OF ADDRESS DURING THE TIME THIS AMOUNT OF MONEY IS DUE AND OWING TO THE COURT.

I have read and understand the terms and conditions imposed upon me by the Court.

Defendant's Signature

Defendant's Street Address

City, State and Zip Code
MLB

MAILED TO DEFENDANT

Pay with your phone now!



Scan to Pay

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

ICD: DEFPAYMENT (33897099)
ADL 08/03/20 1:30 PM L - PRETRIAL

JDFC or JCOS

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

UCN: 522019CT087081000APC

Case No.: ACGEI3E

Also see Case No.:

STATE OF FLORIDA

Citation No.: ACGEI3E

VS.

Person ID: 3322179

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG FL 33712

DOB: 03/29/2002

SS#

JUDGMENT FOR FINES AND COSTS

THIS COURT HAVING PREVIOUSLY ORDERED THE DEFENDANT TO PAY FINES
AND COSTS IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA STATUTES

IT IS ORDERED AND ADJUDICATED THAT THE STATE OF FLORIDA DOES HAVE
THE RIGHT TO RECOVER OF AND FROM THE ABOVE NAMED DEFENDANT THE
FOLLOWING FINE AND/OR COSTS:

\$50.00	COST OF PROSECUTION ASSD CRIM TRAF VARIES ST ATTY
\$50.00	CTR PD LIEN IF PD APP NOT PAID
\$350.00	CTRW MM CRIM TRAF 320 & 322 VIO ADJWH
\$ 450.00	TOTAL

IT IS FURTHER ORDERED THAT THIS JUDGMENT WILL BE RECORDED BY THE
CLERK OF COURT AS A JUDGMENT LIEN IN FAVOR OF THE CLERK OF COURT, ON
BEHALF OF THE STATE OF FLORIDA, IN THE OFFICIAL RECORDS IN PINELLAS
COUNTY.

DONE AND ORDERED ON AUGUST 03, 2020 IN PINELLAS COUNTY, FLORIDA.


JUDGE: ROBERT DITTMER

FILED
CRIMINAL COURT RECORDS
2020 AUG -7 AM 11:48
KEN BURKE
CLERK OF CIRCUIT
AND COUNTY

JUDGE: ROBERT DITTMER

**CIRCUIT/COUNTY COURT, PINELLAS COUNTY, FLORIDA
CRIMINAL DIVISION**

UCN: 522019CT087081000APC
REF No: ACGEI3E - L
PID: 3322179
DOB: 03/29/2002
SSN: Not Available

FILED
CRIMINAL COURT RECORDS
2020 AUG 14 PM 2:34
KEN BURKE
CLERK OF CIRCUIT COURT
AND COMPTROLLER

STATE OF FLORIDA

VS.

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

JUDGMENT FOR ATTORNEY FEES AND COSTS

This Court having previously ordered the Defendant to pay Attorney's Fees and Costs of Defense in accordance with Section 938.29, Florida Statutes; therefore;

IT IS CONSIDERED AND ADJUDGED that the State of Florida does have the right to recover of and from the above named Defendant the following attorney fees and cost amounts;

\$50.00	Attorney Fees
0.00	Costs of Defense

\$50.00	Total
---------	-------

IT IS FURTHER ORDERED that this Judgment shall be recorded as a Judgment Lien in favor of the State of Florida, Department of Revenue, 1379 Blountstown Highway, Tallahassee, FL 32304, in the "Official Records" in the County in which the Defendant resides and in each County in which the Defendant owns or later acquires any property.

DONE AND ORDERED on August 3, 2020 in Clearwater, Florida



JUDGE

Return to:
Criminal Court Records Department

MLB

**COUNTY COURT, PINELLAS COUNTY, FLORIDA
MISDEMEANOR DIVISION**

14250 49th Street North
Clearwater, Florida 33762
Phone: (727) 464-7000
11/20/2020

UCN: 522019CT087081000APC

Case Number: ACGEI3E

STATE OF FLORIDA
VS.
MOSLEY, THOMAS ISAH

Person ID: 3322179

DELINQUENCY NOTICE

You are hereby notified that on August 03, 2020 you failed to comply with a court directive for NO/IMPROPER DRIVERS LICENSE.

You must contact the Clerk of Court, at the above address, comply as originally required, and pay a \$32.00 delinquency fee and any applicable statutory service fee(s) by December 21, 2020 (Date to comply by to avoid suspension).

IMPORTANT!

Failure to comply with this notice by the date indicated above will result in the suspension of your driving privilege. Furthermore, for reinstatement of your driving privilege, you may be required to pay a \$60.00 reinstatement fee after all court directives have been satisfied.

Witness the undersigned Clerk of said Court on this the 20th day of November, 2020



A handwritten signature in black ink, appearing to read "Ken Burke", is written over a horizontal line.

KEN BURKE, CPA
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

THOMAS ISAH MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712

SIFC or SCOS

**COUNTY / CIRCUIT COURT, PINELLAS COUNTY FLORIDA
CRIMINAL DIVISION**

State of Florida
vs.

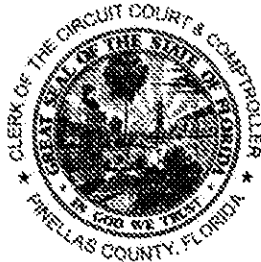
THOMAS ISAH MOSLEY

CASE #: ACGEI3E
CITATION #: ACGEI3E

UCN #: 522019CT087081000APC
SPN #: 3322179

SATISFACTION OF JUDGMENT – FINE/COST

Ken Burke, as Clerk of the Circuit Court, hereby gives notice that the fine and/or costs in the amount of \$450.00 levied against the Defendant THOMAS ISAH MOSLEY, in the Criminal Circuit Court of Pinellas County on August 3, 2020 in the above listed case number and recorded in Official Records Book 211211, Page 2277 was paid and satisfied in full on November 2, 2021.



Ken Burke
Clerk of the Circuit Court and Comptroller

Please return to Felony Court Records

SAR.

**COUNTY / CIRCUIT COURT, PINELLAS COUNTY FLORIDA
CRIMINAL DIVISION**

State of Florida
vs.

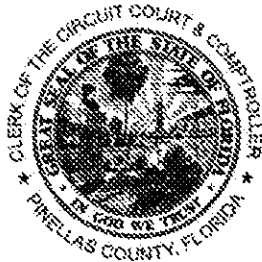
THOMAS ISAH MOSLEY

CASE #: ACGEI3E
CITATION #: ACGEI3E

UCN #: 522019CT087081000APC
SPN #: 3322179

SATISFACTION OF JUDGMENT – ATTORNEY FEES/COSTS

Ken Burke, as Clerk of the Circuit Court, hereby gives notice that the public defender lien in the amount of \$50.00 levied against the Defendant THOMAS ISAH MOSLEY, in the Criminal Court of Pinellas County on August 3, 2020 in the above listed case number and recorded in the Official Records, Book 21126 , and Page 1220 , was paid and satisfied in full on November 2, 2021.



Ken Burke
Clerk of the Circuit Court and Comptroller

Please return to Felony Court Records

Exhibit 2:

ADI7LNE Careless Driving

ADI7LME Violation – Learners Permit

TRAFFIC COURT II
CASE SUMMARY
CASE No. ADI7LME

STATE OF FLORIDA
vs.
MOSLEY, THOMAS ISAIAH

§
§
§
§
§
§

Location: **Traffic Court II**
Judicial Officer: **JUDGE, INFRACTION**
Filed on: **07/18/2020**
Case Number History: **20-39951-TR**
UNIFORM CASE NUMBER: **522020TR039951000APC**

CASE INFORMATION

Offense Municipality: ST. PETERSBURG 1. VIOLATION OF RESTRICTION FOR LEARNERS PERMIT Sequence: 1	Citation ADI7LME	Statute 322.1615	Deg IN	Date 07/11/2020	Case Type: TRAFFIC INFRACTION Case Status: 08/07/2020 CLOSED
---	----------------------------	----------------------------	------------------	---------------------------	---

Statistical Closures
08/07/2020 PAYMENT IN FULL

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	ADI7LME
Court	Traffic Court II
Date Assigned	07/21/2020
Judicial Officer	JUDGE, INFRACTION


PARTY INFORMATION

STATE	STATE OF FLORIDA
DEFENDANT	 MOSLEY, THOMAS ISAIAH

DATE

EVENTS & ORDERS OF THE COURT

INDEX

07/18/2020	 TRAFFIC CITATION - CIVIL PENALTY DUE -
07/18/2020	OFFICER'S WORKSHEET -
08/07/2020	Plea 1. VIOLATION OF RESTRICTION FOR LEARNERS PERMIT GUILTY PLEA (FINE PAID) OBTS: Sequence: 1
08/07/2020	Disposition (Judicial Officer: AUTO CLOSE, JUDICIAL) 1. VIOLATION OF RESTRICTION FOR LEARNERS PERMIT PAID FINE OR CIVIL PENALTY OBTS: Sequence: 1

DATE

FINANCIAL INFORMATION

DEFENDANT MOSLEY, THOMAS ISAIAH	
Total Charges	166.00
Total Payments and Credits	166.00
Balance Due as of 06/23/2025	0.00

TRAFFIC COURT II
CASE SUMMARY
CASE No. ADI7LME

|



2020-024993

ADI7LME

FLORIDA UNIFORM TRAFFIC CITATION

COUNTY	04 PINELLAS	<input type="checkbox"/> (1) F.H.P. <input checked="" type="checkbox"/> (2) P.D. <input type="checkbox"/> (3) S.O. <input type="checkbox"/> (4) OTHER	
CITY (IF APPLICABLE)	64 ST. PETERSBURG	AGENCY NAME ST. PETERSBURG POLICE DE	
AGENCY # 0464			
IN THE COURT DESIGNATED BELOW THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE THAT ON			
COMPLAINT (Retained By Court)			
DAY OF WEEK	MONTH	DAY	YEAR
SAT	7	11	2020
3:15 AM			
NAME (PRINT) FIRST MIDDLE LAST			
THOMAS ISAIAH MOSLEY			
STREET			
1700 21ST ST S			
IF DIFFERENT THAN ONE ON DRIVER LICENSE "X" HERE			
CITY			
ST PETERSBURG			
STATE		FL	
ZIP CODE		33712	
TELEPHONE NUMBER			
(727) 873-9122			
DATE OF BIRTH			
MO 3 DAY 29 YR 2002			
RACE B SEX M HGT 5' 11"			
DRIVER LICENSE NUMBER			
M 2 4 0 8 2 9 0 2 1 0 9 0			
STAT FL CLASS O			
CDL LICENSE YES NO			
YR LICENSE EXP. 2028			
COMMERCIAL VEHICLE YES NO			
YR VEHICLE 2000 MAKE HOND STYLE 4D COLOR WHI/BGE			
PLACARDED HAZ. MATERIAL YES NO			
VEHICLE LICENSE 9 8 7 T D M TRAILER TAG N STATE FL YEAR TAG EXP. 2021			
> 16 PASSENGERS YES NO			
UPON A PUBLIC STREET OR HIGHWAY, OR OTHER LOCATION, NAMELY			
6TH ST S, 288 FEET N FROM 34TH AVE S			
27.738412 -82.640786- TRAVELING N			
MOTORCYCLE YES NO			
Companion UTC YES NO			
FT 288 MILES			
OF NODE			
DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE. CHECK ONLY ONE OFFENSE EACH CITATION.			

☐ UNLAWFUL SPEED _____ MPH SPEED APPLICABLE _____ MPH
(☐ INTERSTATE ☐ SCHOOL ZONE ☐ CONSTRUCTION WORKERS PRESENT)

SPEED MEASUREMENT DEVICE:

- | | | |
|--|---|--|
| <input type="checkbox"/> CARELESS DRIVING | <input type="checkbox"/> CHILD RESTRAINT | <input type="checkbox"/> EXPIRED DRIVER LICENSE SIX (6) MONTHS OR LESS |
| <input type="checkbox"/> VIOLATION OF TRAFFIC CONTROL DEVICE | <input type="checkbox"/> SAFETY BELT VIOLATION | <input type="checkbox"/> EXPIRED DRIVER LICENSE MORE THAN SIX (6) MONTHS |
| <input type="checkbox"/> FAILURE TO STOP AT A TRAFFIC SIGNAL | <input type="checkbox"/> IMPROPER OR UNSAFE EQUIPMENT | <input type="checkbox"/> NO VALID DRIVER LICENSE |
| <input type="checkbox"/> IMPROPER LANE CHANGE OR COURSE | <input type="checkbox"/> EXPIRED TAG SIX (6) MONTHS OR LESS | <input type="checkbox"/> DRIVING WHILE LICENSE SUSPENDED OR REVOKED |
| <input type="checkbox"/> NO PROOF OF INSURANCE | <input type="checkbox"/> EXPIRED TAG MORE THAN SIX (6) MONTHS | <input type="checkbox"/> DRIVING UNDER THE INFLUENCE |
| <input type="checkbox"/> VIOLATION OF RIGHT-OF-WAY | <input type="checkbox"/> IMPROPER PASSING | <input type="checkbox"/> Passenger Under 18 Yrs |

OTHER VIOLATIONS OR COMMENTS PERTAINING TO OFFENSE:

LEARNER'S DRIVER LICENSE VIOLATION RESTRICTION - PERSON ACCOMPANYING DRIVER

RE-EXAM

☐ YES ☒ NO

DL SEIZED

☐ YES ☒ NO

☐ AGGRESSIVE DRIVING IN VIOLATION OF STATE STATUTE SECTION 322.1615 SUB-SECTION (2)

CRASH ☒ YES ☐ NO PROPERTY DAMAGE ☒ YES \$ 16200 ☐ NO INJURY TO ANOTHER ☒ YES ☐ NO SERIOUS INJURY TO ANOTHER ☐ YES ☒ NO FATAL ☐ YES ☒ NO

☐ CRIMINAL VIOLATION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW.☐ INFRACTION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW.☒ INFRACTION WHICH DOES NOT REQUIRE APPEARANCE IN COURT.

ADI7LME

CIVIL PENALTY IS \$166.00

COURT INFORMATION

DATE TIME

PAYABLE WITHIN 30 DAYS

COURT 14250 49TH STREET NORTH CLEARWATER FL
LOCATION 33762 (727) 464-7000 HTTP://WWW.PINELLASCLERK.ORG

Additional Comments:

DRIVING WITH LERNERS PERMIT. NO LICENSED PASSENGER 21 YOA

ARREST DELIVERED TO DATE

I AGREE AND PROMISE TO COMPLY AND ANSWER TO THE CHARGES AND INSTRUCTIONS SPECIFIED IN THIS CITATION. WILLFUL REFUSAL TO ACCEPT AND SIGN THE CITATION MAY RESULT IN ARREST. I UNDERSTAND MY SIGNATURE IS NOT AN ADMISSION OF GUILT OR WAIVER OF RIGHTS. IF YOU NEED REASONABLE FACILITY ACCOMMODATIONS TO COMPLY WITH THIS CITATION, CONTACT THE CLERK OF THE COURT.

X SIGNATURE OF VIOLATOR (SIGNATURE IS REQUIRED IF INFRACTION REQUIRES APPEARANCE IN COURT)

[Signature] OFC. M CLECKNER 42942 42942 D1

RANK-NAME OF OFFICER BADGE NO ID NO TROOP UNIT

☒ I CERTIFY THIS CITATION WAS DELIVERED TO THE PERSON CITED ABOVE AND CERTIFY THE CHARGE ABOVE

Additional Officer:

RANK-NAME OF OFFICER BADGE NO ID NO TROOP UNIT

COMPLAINT

WHEN PRESENTED TO VIOLATOR, THE FOLLOWING AMOUNT WAS ENTERED.

PAY A CIVIL PENALTY IN THE AMOUNT OF \$

CASE NO. DOCKET NO. PAGE NO.

DATE	COURT ACTION AND OTHER ORDERS
	BAIL FIXED AT \$ OR CASH DEPOSIT OF \$
	SIGNATURE OF PERSON GIVING BAIL
	SIGNATURE OF PERSON TAKING BAIL
	FINE IN THE AMOUNT RECEIVED AS COURT SIGNATURE OF CLERK
	CONTINUANCE TO REASON
	CONTINUANCE REASON
	BOND
	WARRANT
	VIOLATOR FAILED TO APPEAR-DRIVER LICENSE SUS
	VIOLATOR ARRAIGNED (DATE)
	PLEA:
	FINDIN
	ADJUDICATIO
	SENTENCE: COST
	JAILE DAYS
	DRIVER IMPROVEMENT
	OTHER
	DRIVER LICENSE SUSPENDED OR DAY
	RECOMMEND DRIVER LICENSE DAY
	RECOMMEND RE-
	SIGNATURE OF JUDGE
	TESTIMONY - JUDGE'S NOTES (OR OTHER COURT)
	APPEAL BOND
	VIOLATOR'S FINGERPRINT WHEN

Clerk: 7/18/2020 6:00 AM



Clerk: 7/18/2020 6:00 AM

UTC Court Information Report											
ST. PETERSBURG POLICE DEPARTMENT											
AGENCY CASE # 2020-024993				CITATION # ADI7LME			DATE 07/11/2020		CITATION TIME 3:15 AM		
VIOLATOR											
NAME (PRINT) FIRST THOMAS				MIDDLE ISAIAH			LAST MOSLEY			SUFFIX	
STREET 1700 21ST ST S				CITY ST PETERSBURG			STATE FL	ZIP CODE 33712		TELEPHONE (727) 873-9122	
DL # M240829021090				STATE FL	CLASS O	YEAR 2000	MAKE HOND		TAG # 987TDM	STATE FL	TAG EXP. 01/20/202
ROADWAY INFORMATION											
6TH ST S, 288 FEET N FROM 34TH AVE S 27.738412 -82.640786- TRAVELING N											
VIOLATION											
FSS # 322.1615(2)											
OFFENSE TYPE			VIOL. SPEED	POSTED?	SCHOOL?	WORKERS?	CRASH?	SPEED MEASUREMENT DEVICE			
							YES				
REPORTING OFFICER						SECONDARY OFFICER					
RANK	FIRST	MIDDLE	LAST	BADGE #	ID #	FIRST	LAST	BADGE #	ID #		
OFFICER	M	R	CLECKNER	42942	42942						
COURT NARRATIVE											
THE DEFENDANT WAS DRIVING A WHITE HONDA ACCORD N/B ON 6 ST ST, WHEN HE STRUCK A BLACK TOYOTA CAMRY DRIVING IN THE SAME DIRECTION NEXT TO HIM. THE DEFENDANT HAD THREE PASSENGERS IN HIS VEHICLE WITH AT THE TIME. ALL OF WHICH WERE 17 YEARS OF AGE WITH A RESTRICTED LICENSE. THE DEFENDANT DID NOT HAVE A LICENSED DRIVER 21 YEARS OF AGE WITH HIM AT THE TIME.											
WITNESSES											
FIRST NAME LANIYA		MIDDLE NAME		LAST NAME DAVIS			SUFFIX	DATE OF BIRTH 8/31/1999		OFC. ID/BADGE #	
CURRENT ADDRESS 5520 65TH AVE N			CITY PINELLAS PARK		STATE FL	ZIP 33781		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME ASYA		MIDDLE NAME BRIANNA		LAST NAME SCOTT			SUFFIX	DATE OF BIRTH 9/2/2002		OFC. ID/BADGE #	
CURRENT ADDRESS 5200 7TH ST S			CITY ST PETERSBURG		STATE FL	ZIP 33705		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME PASHUN		MIDDLE NAME UNIQUE		LAST NAME JEFFERY			SUFFIX	DATE OF BIRTH 9/26/2002		OFC. ID/BADGE #	
CURRENT ADDRESS 5793 6TH ST S			CITY ST PETERSBURG		STATE FL	ZIP 33705		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME SAQUIOA		MIDDLE NAME NOVEA		LAST NAME TYLER			SUFFIX	DATE OF BIRTH 10/26/2002		OFC. ID/BADGE #	
CURRENT ADDRESS 2405 LYNN LAKE CIR S APT C			CITY ST PETERSBURG		STATE FL	ZIP 33712		PHONE NUMBER		EMAIL ADDRESS	



UTC Court Information Report									
ST. PETERSBURG POLICE DEPARTMENT									
AGENCY CASE # 2020-024993			CITATION # ADI7LME			DATE 07/11/2020		CITATION TIME 3:15 AM	
VIOLATOR									
NAME (PRINT) FIRST THOMAS			MIDDLE ISAIAH			LAST MOSLEY		SUFFIX	
STREET 1700 21ST ST S			CITY ST PETERSBURG			STATE FL	ZIP CODE 33712	TELEPHONE (727) 873-9122	
DL # M240829021090			STATE FL	CLASS O	YEAR 2000	MAKE HOND	TAG # 987TDM	STATE FL	TAG EXP. 01/20/202
ROADWAY INFORMATION									
6TH ST S, 288 FEET N FROM 34TH AVE S 27.738412 -82.640786- TRAVELING N									
VIOLATION									
FSS # 322.1615(2)									
OFFENSE TYPE			VIOL. SPEED	POSTED?	SCHOOL?	WORKERS?	CRASH? YES	SPEED MEASUREMENT DEVICE	
REPORTING OFFICER					SECONDARY OFFICER				
RANK	FIRST	MIDDLE	LAST	BADGE #	ID #	FIRST	LAST	BADGE #	ID #
OFFICER	M	R	CLECKNER	42942	42942				
COURT NARRATIVE									
THE DEFENDANT WAS DRIVING A WHITE HONDA ACCORD N/B ON 6 ST ST, WHEN HE STRUCK A BLACK TOYOTA CAMRY DRIVING IN THE SAME DIRECTION NEXT TO HIM. THE DEFENDANT HAD THREE PASSENGERS IN HIS VEHICLE WITH AT THE TIME. ALL OF WHICH WERE 17 YEARS OF AGE WITH A RESTRICTED LICENSE. THE DEFENDANT DID NOT HAVE A LICENSED DRIVER 21 YEARS OF AGE WITH HIM AT THE TIME.									
WITNESSES									
FIRST NAME JAILEN		MIDDLE NAME SCOTT		LAST NAME MILTON		SUFFIX	DATE OF BIRTH 12/4/2002		OFC. ID/BADGE #
CURRENT ADDRESS 2570 16TH AVE S			CITY ST PETERSBURG		STATE FL	ZIP 33712	PHONE NUMBER		EMAIL ADDRESS
FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #
CURRENT ADDRESS			CITY		STATE	ZIP	PHONE NUMBER		EMAIL ADDRESS
FIRST NAME		MIDDLE NAME		LAST NAME		SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #
CURRENT ADDRESS			CITY		STATE	ZIP	PHONE NUMBER		EMAIL ADDRESS

FIRST NAME	MIDDLE NAME	LAST NAME			SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #	
CURRENT ADDRESS		CITY	STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS	

TRAFFIC COURT II
CASE SUMMARY
CASE No. ADI7LNE

STATE OF FLORIDA
vs.
MOSLEY, THOMAS ISAIAH

§
§
§
§
§
§

Location: **Traffic Court II**
Judicial Officer: **JUDGE, INFRACTION**
Filed on: **07/18/2020**
Case Number History: **20-39952-TR**
UNIFORM CASE NUMBER: **522020TR039952000APC**

CASE INFORMATION

Offense Municipality: ST. PETERSBURG 1. CARELESS DRIVING Sequence: 1	Citation ADI7LNE	Statute 316.1925	Deg IN	Date 07/11/2020	Case Type: TRAFFIC INFRACTION Case Status: 08/07/2020 CLOSED
---	----------------------------	----------------------------	------------------	---------------------------	---

Statistical Closures
08/07/2020 PAYMENT IN FULL

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	ADI7LNE
Court	Traffic Court II
Date Assigned	07/21/2020
Judicial Officer	JUDGE, INFRACTION


PARTY INFORMATION

STATE	STATE OF FLORIDA
DEFENDANT	 MOSLEY, THOMAS ISAIAH

DATE

EVENTS & ORDERS OF THE COURT

INDEX

07/18/2020	 TRAFFIC CITATION - CIVIL PENALTY DUE -
07/18/2020	OFFICER'S WORKSHEET -
08/07/2020	Plea 1. CARELESS DRIVING GUILTY PLEA (FINE PAID) OBTS: Sequence: 1
08/07/2020	Disposition (Judicial Officer: AUTO CLOSE, JUDICIAL) 1. CARELESS DRIVING PAID FINE OR CIVIL PENALTY OBTS: Sequence: 1

DATE

FINANCIAL INFORMATION

DEFENDANT MOSLEY, THOMAS ISAIAH	
Total Charges	166.00
Total Payments and Credits	166.00
Balance Due as of 06/23/2025	0.00

TRAFFIC COURT II
CASE SUMMARY
CASE NO. ADI7LNE



2020-024993

ADI7LNE

FLORIDA UNIFORM TRAFFIC CITATION

COUNTY	04 PINELLAS	<input type="checkbox"/> (1) F.H.P. <input checked="" type="checkbox"/> (2) P.D. <input type="checkbox"/> (3) S.O. <input type="checkbox"/> (4) OTHER	
CITY (IF APPLICABLE)	64 ST. PETERSBURG	AGENCY NAME ST. PETERSBURG POLICE DE	
AGENCY # 0464			
IN THE COURT DESIGNATED BELOW THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE THAT ON			
COMPLAINT (Retained By Court)			
DAY OF WEEK	MONTH	DAY	YEAR
SAT	7	11	2020
3:15 AM			
NAME (PRINT) FIRST MIDDLE LAST			
THOMAS ISAIAH MOSLEY			
STREET			
1700 21ST ST S			
IF DIFFERENT THAN ONE ON DRIVER LICENSE "X" HERE			
CITY			
ST PETERSBURG			
STATE		FL	
ZIP CODE		33712	
TELEPHONE NUMBER	DATE OF BIRTH	MO	DAY
(727)873-9122	3	29	2002
RACE	SEX	HGT	
B	M	5' 11"	
DRIVER LICENSE NUMBER	M 2 4 0 8 2 9 0 2 1 0 9 0		
STAT	CLASS	CDL LICENSE	YR LICENSE EXP.
FL	O	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	2028
COMMERCIAL VEHICLE			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
YR VEHICLE	MAKE	STYLE	COLOR
2000	HOND	4D	WHI/BGE
VEHICLE LICENSE		TRAILER TAG N	STATE
9 8 7 T D M		FL	YEAR TAG EXP.
2021		> 16 PASSENGERS	
		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
UPON A PUBLIC STREET OR HIGHWAY, OR OTHER LOCATION, NAMELY			
MOTORCYCLE			
6TH ST S, 288 FEET N FROM 34TH AVE S			
27.738412 -82.640786- TRAVELING N			
Companion UTC			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
FT	288	MILES	
<input checked="" type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W OF NODE			
DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE. CHECK ONLY ONE OFFENSE EACH CITATION.			
<input type="checkbox"/> UNLAWFUL SPEED MPH SPEED APPLICABLE MPH			
(<input type="checkbox"/> INTERSTATE <input type="checkbox"/> SCHOOL ZONE <input type="checkbox"/> CONSTRUCTION WORKERS PRESENT)			
SPEED MEASUREMENT DEVICE:			
<input checked="" type="checkbox"/> CARELESS DRIVING			
<input type="checkbox"/> VIOLATION OF TRAFFIC CONTROL DEVICE			
<input type="checkbox"/> FAILURE TO STOP AT A TRAFFIC SIGNAL			
<input type="checkbox"/> IMPROPER LANE CHANGE OR COURSE			
<input type="checkbox"/> NO PROOF OF INSURANCE			
<input type="checkbox"/> VIOLATION OF RIGHT-OF-WAY			
<input type="checkbox"/> CHILD RESTRAINT			
<input type="checkbox"/> SAFETY BELT VIOLATION			
<input type="checkbox"/> IMPROPER OR UNSAFE EQUIPMENT			
<input type="checkbox"/> EXPIRED TAG SIX (6) MONTHS OR LESS			
<input type="checkbox"/> EXPIRED TAG MORE THAN SIX (6) MONTHS			
<input type="checkbox"/> IMPROPER PASSING			
<input type="checkbox"/> EXPIRED DRIVER LICENSE SIX (6) MONTHS OR LESS			
<input type="checkbox"/> EXPIRED DRIVER LICENSE MORE THAN SIX (6) MONTHS			
<input type="checkbox"/> NO VALID DRIVER LICENSE			
<input type="checkbox"/> DRIVING WHILE LICENSE SUSPENDED OR REVOKED			
<input type="checkbox"/> DRIVING UNDER THE INFLUENCE			
<input type="checkbox"/> Passenger Under 18 Yrs			
BAL			

OTHER VIOLATIONS OR COMMENTS PERTAINING TO OFFENSE:

- CARELESS DRIVING

<input type="checkbox"/> AGGRESSIVE DRIVING	IN VIOLATION OF STATE STATUTE	SECTION	SUB-SECTION
		316.1925	
CRASH	PROPERTY DAMAGE	INJURY TO ANOTHER	SERIOUS INJURY TO ANOTHER
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES \$ 16200 <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FATAL			
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<input type="checkbox"/> CRIMINAL VIOLATION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW.			
<input type="checkbox"/> INFRACTION, COURT APPEARANCE REQUIRED, AS INDICATED BELOW.			
<input checked="" type="checkbox"/> INFRACTION WHICH DOES NOT REQUIRE APPEARANCE IN COURT.			

ADI7LNE

CIVIL PENALTY IS \$166.00

COURT INFORMATION

DATE TIME

PAYABLE WITHIN 30 DAYS

COURT

14250 49TH STREET NORTH CLEARWATER FL

LOCATION

33762 (727) 464-7000 HTTP://WWW.PINELLASCLERK.ORG

Additional Comments:

ARREST DELIVERED TO DATE

I AGREE AND PROMISE TO COMPLY AND ANSWER TO THE CHARGES AND INSTRUCTIONS SPECIFIED IN THIS CITATION. WILLFUL REFUSAL TO ACCEPT AND SIGN THE CITATION MAY RESULT IN ARREST. I UNDERSTAND MY SIGNATURE IS NOT AN ADMISSION OF GUILT OR WAIVER OF RIGHTS. IF YOU NEED REASONABLE FACILITY ACCOMMODATIONS TO COMPLY WITH THIS CITATION, CONTACT THE CLERK OF THE COURT.

X SIGNATURE OF VIOLATOR (SIGNATURE IS REQUIRED IF INFRACTION REQUIRES APPEARANCE IN COURT)

OFC. M CLECKNER 42942 42942 D1

RANK-NAME OF OFFICER BADGE NO ID NO TROOP UNIT

☒ I CERTIFY THIS CITATION WAS DELIVERED TO THE PERSON CITED ABOVE AND CERTIFY THE CHARGE ABOVE

Additional Officer:

RANK-NAME OF OFFICER BADGE NO ID NO TROOP UNIT

COMPLAINT

WHEN PRESENTED TO VIOLATOR, THE FOLLOWING AMOUNT WAS ENTERED.

PAY A CIVIL PENALTY IN THE AMOUNT OF \$

CASE NO. DOCKET NO. PAGE NO.

DATE	COURT ACTION AND OTHER ORDERS
	BAIL FIXED AT \$ OR CASH DEPOSIT OF \$
	SIGNATURE OF PERSON GIVING BAIL
	SIGNATURE OF PERSON TAKING BAIL
	FINE IN THE AMOUNT RECEIVED AS COURT SIGNATURE OF CLERK
	CONTINUANCE TO REASON
	CONTINUANCE REASON
	BOND
	WARRANT
	VIOLATOR FAILED TO APPEAR-DRIVER LICENSE SUS
	VIOLATOR ARRAIGNED (DATE)
	PLEA:
	FINDIN
	ADJUDICATIO
	SENTENCE: COST
	JAILE DAYS
	DRIVER IMPROVEMENT
	OTHER
	DRIVER LICENSE SUSPENDED OR DAY
	RECOMMEND DRIVER LICENSE DAY
	RECOMMEND RE-
	SIGNATURE OF JUDGE
	TESTIMONY - JUDGE'S NOTES (OR OTHER COURT)
	APPEAL BOND
	VIOLATOR'S FINGERPRINT WHEN

Clerk: 7/18/2020 6:00 AM



Clerk: 7/18/2020 6:00 AM

UTC Court Information Report											
ST. PETERSBURG POLICE DEPARTMENT											
AGENCY CASE # 2020-024993				CITATION # ADI7LNE			DATE 07/11/2020		CITATION TIME 3:15 AM		
VIOLATOR											
NAME (PRINT) FIRST THOMAS				MIDDLE ISAIAH			LAST MOSLEY			SUFFIX	
STREET 1700 21ST ST S				CITY ST PETERSBURG			STATE FL	ZIP CODE 33712		TELEPHONE (727) 873-9122	
DL # M240829021090				STATE FL	CLASS O	YEAR 2000	MAKE HOND		TAG # 987TDM	STATE FL	TAG EXP. 01/20/202
ROADWAY INFORMATION											
6TH ST S, 288 FEET N FROM 34TH AVE S 27.738412 -82.640786- TRAVELING N											
VIOLATION											
FSS # 316.1925											
OFFENSE TYPE CARELESS DRIVING		VIOL. SPEED	POSTED?	SCHOOL?	WORKERS?	CRASH? YES	SPEED MEASUREMENT DEVICE				
REPORTING OFFICER						SECONDARY OFFICER					
RANK OFFICER	FIRST M	MIDDLE R	LAST CLECKNER	BADGE # 42942	ID # 42942	FIRST		LAST		BADGE #	ID #
COURT NARRATIVE											
DRIVER WAS IN A WHITE HONDA ACCORD WHEN HE CAUSED AN ACCIDENT WITH A BLACK TOYOTA CAMRY. BOTH WERE N/B IN THE 3300-BLK OF 6TH ST. S. IT APPEARS THE DEFENDANT CAUSED THE ACCIDENT WHILE OVERTAKING THE CAMRY ON THE LEFT.											
WITNESSES											
FIRST NAME LANIYA		MIDDLE NAME		LAST NAME DAVIS			SUFFIX	DATE OF BIRTH 8/31/1999		OFC. ID/BADGE #	
CURRENT ADDRESS 5520 65TH AVE N			CITY PINELLAS PARK		STATE FL	ZIP 33781		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME ASYA		MIDDLE NAME BRIANNA		LAST NAME SCOTT			SUFFIX	DATE OF BIRTH 9/2/2002		OFC. ID/BADGE #	
CURRENT ADDRESS 5200 7TH ST S			CITY ST PETERSBURG		STATE FL	ZIP 33705		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME PASHUN		MIDDLE NAME UNIQUE		LAST NAME JEFFERY			SUFFIX	DATE OF BIRTH 9/26/2002		OFC. ID/BADGE #	
CURRENT ADDRESS 5793 6TH ST S			CITY ST PETERSBURG		STATE FL	ZIP 33705		PHONE NUMBER		EMAIL ADDRESS	
FIRST NAME SAQUIOA		MIDDLE NAME NOVEA		LAST NAME TYLER			SUFFIX	DATE OF BIRTH 10/26/2002		OFC. ID/BADGE #	
CURRENT ADDRESS 2405 LYNN LAKE CIR S APT C			CITY ST PETERSBURG		STATE FL	ZIP 33712		PHONE NUMBER		EMAIL ADDRESS	



UTC Court Information Report

ST. PETERSBURG POLICE DEPARTMENT

AGENCY CASE # 2020-024993	CITATION # ADI7LNE	DATE 07/11/2020	CITATION TIME 3:15 AM
-------------------------------------	------------------------------	---------------------------	---------------------------------

VIOLATOR

NAME (PRINT) FIRST THOMAS	MIDDLE ISAIAH	LAST MOSLEY	SUFFIX
STREET 1700 21ST ST S	CITY ST PETERSBURG	STATE FL	ZIP CODE 33712
TELEPHONE (727) 873-9122			
DL # M240829021090	STATE FL	CLASS O	YEAR 2000
MAKE HOND	TAG # 987TDM	STATE FL	TAG EXP. 01/20/202

ROADWAY INFORMATION

6TH ST S, 288 FEET N FROM 34TH AVE S 27.738412 -82.640786- TRAVELING N

VIOLATION

FSS # 316.1925						
OFFENSE TYPE CARELESS DRIVING	VIOL. SPEED	POSTED?	SCHOOL?	WORKERS?	CRASH? YES	SPEED MEASUREMENT DEVICE

REPORTING OFFICER

SECONDARY OFFICER

RANK OFFICER	FIRST M	MIDDLE R	LAST CLECKNER	BADGE # 42942	ID # 42942	FIRST	LAST	BADGE #	ID #
------------------------	-------------------	--------------------	-------------------------	-------------------------	----------------------	-------	------	---------	------

COURT NARRATIVE

DRIVER WAS IN A WHITE HONDA ACCORD WHEN HE CAUSED AN ACCIDENT WITH A BLACK TOYOTA CAMRY. BOTH WERE N/B IN THE 3300-BLK OF 6TH ST. S. IT APPEARS THE DEFENDANT CAUSED THE ACCIDENT WHILE OVERTAKING THE CAMRY ON THE LEFT.

WITNESSES

FIRST NAME JAILEN	MIDDLE NAME SCOTT	LAST NAME MILTON	SUFFIX	DATE OF BIRTH 12/4/2002	OFC. ID/BADGE #
CURRENT ADDRESS 2570 16TH AVE S	CITY ST PETERSBURG	STATE FL	ZIP 33712	PHONE NUMBER	EMAIL ADDRESS

FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX	DATE OF BIRTH	OFC. ID/BADGE #
CURRENT ADDRESS	CITY	STATE	ZIP	PHONE NUMBER	EMAIL ADDRESS

FIRST NAME	MIDDLE NAME	LAST NAME	SUFFIX	DATE OF BIRTH	OFC. ID/BADGE #
CURRENT ADDRESS	CITY	STATE	ZIP	PHONE NUMBER	EMAIL ADDRESS

FIRST NAME	MIDDLE NAME	LAST NAME			SUFFIX	DATE OF BIRTH		OFC. ID/BADGE #	
CURRENT ADDRESS		CITY	STATE	ZIP		PHONE NUMBER		EMAIL ADDRESS	

Exhibit 3:

24-001497-SC: Suncoast Credit Union (Plaintiff) v.
Thomas Isaiah Mosley (Defendant)



KEN BURKE, CPA

CLERK OF THE CIRCUIT COURT AND COMPTROLLER
PINELLAS COUNTY, FLORIDA

24-001497-SC : SUNCOAST CREDIT UNION Vs. THOMAS I MOSLEY

Case Type:	SMALL CLAIMS 4 \$2,501 - \$5,000	Date Filed:	02/21/2024
Status:	CLOSED	Court:	North
Judicial Officer:	NORTH SMALL CLAIMS JUDGE	UCN:	522024SC001497XXSCSC
Citation Number:			

Events & Documents				
Date	Event	Comments	Docket Number	Pages
03/01/2024	NOTICE OF VOLUNTARY DISMISSAL		7	1
	Party: MOSLEY, THOMAS I			
03/01/2024	FINAL DISPOSITION FORM		6	1
03/01/2024	SMALL CLAIMS - CASE DISMISSED - BEFORE HEARING			
02/29/2024	SUMMONS RETURN OF SERVICE - NOT SERVED	02282024	5	3
	Party: MOSLEY, THOMAS I			
02/21/2024	REQUEST FOR SUMMONS		4	1
02/21/2024	EXHIBIT	A ACTIVITY SUMMARY	3	34
02/21/2024	COMPLAINT		2	2
02/21/2024	CIVIL COVER SHEET - E-FILED		1	3
	Amount: 1.00			

Date	Description	Doc	Pages
02/23/2024	CIV_CLK_Notices_SCZoom348064587		1 ▲



FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

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

SUNCOAST CREDIT UNION

Plaintiff

Case # _____

Judge _____

vs.

THOMAS I MOSLEY

Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☒ \$8,000 or less
☐ \$8,001 - \$30,000
☐ \$30,001- \$50,000
☐ \$50,001- \$75,000
☐ \$75,001 - \$100,000
☐ over \$100,000.00

III. TYPE OF CASE

(If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☐ Other
 - ☐ Antitrust/Trade regulation
 - ☐ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☒ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☐ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

1

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☐ yes
- ☒ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☐ yes
- ☒ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- ☐ yes
- ☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Jeffrey J Mouch
Attorney or party

Fla. Bar # 814768
(Bar # if attorney)

Jeffrey J Mouch
(type or print name)

02/21/2024
Date

Filing # 192444263 E-Filed 02/21/2024 03:23:49 PM

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY,
STATE OF FLORIDA, SMALL CLAIMS DIVISION

SUNCOAST CREDIT UNION,

Plaintiff,

vs.

CASE NO: _____

THOMAS I. MOSLEY,

Defendant(s)

COMPLAINT

Plaintiff, SUNCOAST CREDIT UNION, by its undersigned attorneys, sues the Defendant(s),

THOMAS I. MOSLEY, herein and alleges:

1. This is an action for damages which does not exceed \$8,000.00 exclusive of costs, interest and attorney's fees.

2. That the Defendant(s) maintains a checking account with the Plaintiff's bank.

3. That the Defendant(s) did overdraw said account in the total amount of \$4,976.87 in accordance with the documents attached hereto as Exhibit "A".

4. Defendant(s) expressly agreed to pay all of Plaintiff's costs of collection, including reasonable attorney's fees, incurred by the Plaintiff. Plaintiff alleges that a reasonable attorney's fee in this matter would be a minimum of \$500.00 and will seek an award of such amount in the event that a default judgment is entered against the Defendant(s). In the event that this matter is contested, Plaintiff intends to seek additional attorney's fees based upon the hours spent, services rendered and other reasonable factors.

5. All conditions precedent to the filing of this complaint have been complied with by the Plaintiff.

WHEREFORE, Plaintiff demands judgment against the Defendant(s) **THOMAS I. MOSLEY** in the

sum of \$4,976.87 together with interest, attorney's fees, and court costs.

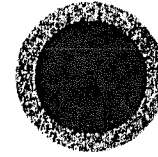
/s/ Jeffrey J. Mouch, Esq.
Jeffrey J. Mouch, Esq., FBN 814768
KASS SHULER, P.A.
P.O. Box 800
Tampa, FL 33601
Phone: (813) 229-0900
Fax: (813) 229-3323
Email: jmouch@kasslaw.com
Attorneys for Plaintiff

**The Primary e-mail address for electronic service of all
pleadings in this case under Rule 2.516 is as follows:
CollectionsService@kasslaw.com**

G2301076/MS
P003C

Suncoast Account Statement

Member Number: [REDACTED] | 01/01/2023 - 01/31/2023 | Page 1 of 2

**Suncoast**
Credit UnionTHOMAS I MOSLEY
1700 21ST ST S
ST PETERSBURG FL 33712-2730**Access Your Account:**SunNet Online Banking
SunMobile App
SunTel Phone BankingFor Direct Deposit and
Automatic Payments use
Routing Number (RTN):
[REDACTED]**IRS FORM**

IRS Form 1099INT will be mailed by January 31, 2023 reflecting dividend (interest) earned in excess of \$10.00 on each social security number for tax year 2022. If duplicate copies of tax forms are requested, a \$1 fee will be assessed.

Prior Year to Date Summary

Dividends Paid Prior YTD \$0.01

REGULAR SAVINGS Suffix [REDACTED]**Transaction History**

Post Date	Eff Date	Transaction Description	Amount	New Balance
01/01/2023		Balance Forward		5.00
No transactions for this cycle				

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

SMART CHECKING Suffix [REDACTED]**Activity Summary**

Previous Balance 01/01/2023	\$-4,952.87
Deposits	\$0.00
Withdrawals	\$-29.00
Ending Balance 01/31/2023	\$-4,981.87

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
01/18/2023	01/18/2023	Withdrawal NSF FEE In the amount \$12.00 Albert Genius	-29.00	-4,981.87
		Dividends Paid Prior Year to Date		0.01

EXHIBIT A

Continued on next page

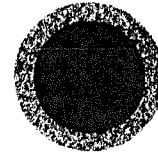
800.999.5887 | 813.621.7511 | suncoastcreditunion.com | P.O. Box 11904, Tampa, FL 33680

Member Number: [REDACTED] | 01/01/2023 - 01/31/2023 | Page 2 of 2

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$29.00	\$29.00

Suncoast Account Statement

Member Number: [REDACTED] | 12/01/2022 - 12/31/2022 | Page 1 of 2



Suncoast
Credit Union

THOMAS I MOSLEY
1700 21ST ST S
ST PETERSBURG FL 33712-2730

Access Your Account:

SunNet Online Banking
SunMobile App
SunTel Phone Banking

For Direct Deposit and
Automatic Payments use
Routing Number (RTN):
[REDACTED]

IRS FORM

IRS Form 1099INT will be mailed by January 31, 2023 reflecting dividend (interest) earned in excess of \$10.00 on each social security number for tax year 2022. If duplicate copies of tax forms are requested, a \$1 fee will be assessed.

Year to Date Summary

Dividends Paid YTD \$0.01

REGULAR SAVINGS Suffix [REDACTED]

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
12/01/2022		Balance Forward		5.00
No transactions for this cycle				

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

SMART CHECKING Suffix [REDACTED]

Activity Summary

Previous Balance 12/01/2022	\$-8.88
Deposits	\$4,685.35
Withdrawals	\$-9,629.34
Ending Balance 12/31/2022	\$-4,952.87

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
12/09/2022	12/09/2022	Deposit by Check	4,685.34	4,676.46
12/13/2022	12/13/2022	Withdrawal	-4,676.00	0.46
12/13/2022	12/13/2022	Withdrawal	-4,885.34	-4,884.88
		RTDP NSF 12/09/22 CRANE ITM		
12/13/2022	12/13/2022	Withdrawal	-10.00	-4,894.88
		Returned Check Fee		
12/15/2022	12/15/2022	Withdrawal NSF FEE	-29.00	-4,923.88
		In the amount \$12.00 Albert Genius		
12/19/2022	12/19/2022	Withdrawal NSF FEE	-29.00	-4,952.88

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800.999.5887 | 813.621.7511 | suncoastcreditunion.com | P.O. Box 11904, Tampa, FL 33680

SMART CHECKING Suffix [REDACTED]

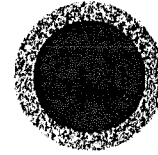
Transaction History (continued)

Post Date	Eff Date	Transaction Description	Amount	New Balance
		In the amount \$12.00 Albert Genius		
12/31/2022	12/31/2022	Deposit Dividend	0.01	-4,952.87
		Annual Percentage Yield Earned 0.020% from 12/01/2022 through 12/31/2022		
		Dividends Paid Year to Date	0.01	

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$58.00	\$58.00

Suncoast Account Statement

Member Number: [REDACTED] | 11/01/2022 - 11/30/2022 | Page 1 of 2



Suncoast
Credit Union

THOMAS I MOSLEY
1700 21ST ST S
ST PETERSBURG FL 33712-2730

Access Your Account:

SunNet Online Banking
SunMobile App
SunTel Phone Banking

For Direct Deposit and
Automatic Payments use
Routing Number (RTN):
[REDACTED]

Save Money on Your Mortgage and Closing Costs!

You have money saving options even when interest rates are rising with our **3/3 Adjustable-Rate Mortgage** that offers up to **\$3,000 toward your closing costs!**

For details and to learn more visit suncoastcreditunion.com/arm.

REGULAR SAVINGS Suffix [REDACTED]

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
11/01/2022	11/01/2022	Balance Forward		5.00
No transactions for this cycle				

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

SMART CHECKING Suffix [REDACTED]

Activity Summary

Previous Balance 11/01/2022	\$0.56
Deposits	\$215.00
Withdrawals	\$-224.44
Ending Balance 11/30/2022	\$-8.88

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
11/10/2022	11/10/2022	Deposit	210.00	210.56
11/10/2022	11/10/2022	Deposit	5.00	215.56
11/15/2022	11/15/2022	Withdrawal ACH Albert Genius TYPE: EDI PYMNTS CO: Albert Genius NAME: Thomas Mosley	-12.00	203.56
11/16/2022	11/16/2022	Withdrawal Debit Card SUPER 8 - ST PETERSBURG SAINT PETERSB FL	-212.44	-8.88

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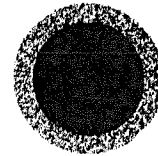
800.999.5887 | 813.621.7511 | suncoastcreditunion.com | P.O. Box 11904, Tampa, FL 33680

Member Number: [REDACTED] | 11/01/2022 - 11/30/2022 | Page 2 of 2

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Suncoast Account Statement

Member Number: [REDACTED] 10/01/2022 - 10/31/2022 | Page 1 of 1



Suncoast
Credit Union

THOMAS I MOSLEY
1700 21ST ST S
ST PETERSBURG FL 33712-2730

Access Your Account:

SunNet Online Banking
SunMobile App
SunTel Phone Banking

For Direct Deposit and
Automatic Payments use
Routing Number (RTN):
[REDACTED]

It's easier than ever to open a new account or apply for a loan!

When you need to apply for a loan or open a new account, we make it easy!
Our new **Open and Apply** feature in **SunNet** and **SunMobile** allows you to
access multiple products online, in one convenient place.

Just log in, tap "Open & Apply" and follow the steps to get started. It's simple!

REGULAR SAVINGS Suffix [REDACTED]

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
10/01/2022		Balance Forward		5.00
No transactions for this cycle				

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

SMART CHECKING Suffix [REDACTED]

Activity Summary

Previous Balance 10/01/2022	\$0.55
Deposits	\$0.01
Withdrawals	\$0.00
Ending Balance 10/31/2022	\$0.56

Transaction History

Post Date	Eff Date	Transaction Description	Amount	New Balance
10/19/2022	10/19/2022	Deposit ACH UBER USA 6787	0.01	0.56
TYPE: EDI PAYMNT CO: UBER USA 6787				

	Total for this Statement Period	Total Year to Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Account #/Suffix

SSN/EN

SIGNATURE CARD

ACCOUNT TYPE	
Separate Signature Card required for each account.	
<input type="checkbox"/> Regular Membership Share	<input type="checkbox"/> Special Share/Savings <input checked="" type="checkbox"/> Smart Checking <input type="checkbox"/> Money Market
ACCOUNT OWNERSHIP	
<input checked="" type="checkbox"/> Single Party <input type="checkbox"/> Representative Payee <input type="checkbox"/> Uniform Transfer to Minor <input type="checkbox"/> Estate <input type="checkbox"/> Guardianship	
<input type="checkbox"/> Payable on Death <input type="checkbox"/> Joint (Multiple Parties with Survivorship Rights)	
<input type="checkbox"/> Trust (see Trust Request Form for specific trust account information and ownership)	
ACCOUNT OWNERS	
1. Owner Full Name	THOMAS I MOSLEY Birthdate <input type="text"/> SSN <input type="text"/>
2. Joint Owner Full Name	Birthdate <input type="text"/> SSN <input type="text"/>
3. Joint Owner Full Name	Birthdate <input type="text"/> SSN <input type="text"/>
4. Joint Owner Full Name	Birthdate <input type="text"/> SSN <input type="text"/>
5. Joint Owner Full Name	Birthdate <input type="text"/> SSN <input type="text"/>
ATM/DEBIT CARD	
<input checked="" type="checkbox"/> Suncoast Visa Debit Card	<input type="checkbox"/> Access 24 ATM Card
BENEFICIARY(IES)	
<p>The account owner(s) designated above hereby revoke(s) any and all prior pay-on-death beneficiary designations for the account suffix listed above and hereby designate(s) the surviving Pay-On-Death Beneficiary(ies) listed below to receive all funds in such account upon the death of the last surviving owner of such account.</p> <p>Upon the death of any account owner, ownership of the account passes to the surviving account owner(s), if any. Upon the death of the last surviving account owner, ownership of the account(s) passes to the surviving Pay-On-Death Beneficiary(ies) in equal shares. If no Pay-On-Death Beneficiary(ies) survive the last surviving account owner, ownership of the account(s) passes to the estate of the last surviving account owner. See your account agreement and disclosures for other terms governing the account(s).</p>	
Beneficiary Name	Date of Birth SSN Relationship
Beneficiary Name	Date of Birth SSN Relationship
Beneficiary Name	Date of Birth SSN Relationship
Beneficiary Name	Date of Birth SSN Relationship
CHECKING OVERDRAFT TRANSFER PROTECTION	
Transfer Source(s):	
1.	2. 3. 4.

DISCLOSURES

As used below, "I" refers to each person signing this Signature Card; "Credit Union" refers to Suncoast Credit Union.

I warrant, acknowledge and agree as follows: (1) the Owner named above hereby applies for Credit Union membership; (2) I hereby request the account(s) and services indicated above; (3) All information set forth in this Signature Card and all information provided to the Credit Union in my Membership Application/Joint Application (as applicable) is correct and complete; (4) I agree to the Credit Union's Bylaws; (5) I agree to and acknowledge receipt of the terms and conditions of all Credit Union accounts and services requested by me as set forth in the Credit Union Account Agreement and Disclosure, all applicable account disclosures, the Fee Schedule and any amendments to such documents made by Credit Union in its sole discretion hereafter; and (6) I authorize Credit Union to obtain and verify any and all information related to me and my employment, income and credit history, including, without limitation, consumer reports from credit reporting agencies, at any time hereafter as determined by Credit Union in its sole discretion.

Important Information About Procedures For Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Overdraft Transfer Protection Agreement

If I elected "Yes" for Overdraft Transfer Protection, the following terms apply. I agree that writing a check or otherwise making any withdrawal or transaction for more than my available balance in my checking account shall constitute a request for an overdraft transfer from my regular share (savings) account, Suncoast VISA Credit Card, personal line of credit or equity line of credit in the order listed above. Transfers shall be made in increments of \$100 or the available balance. Credit Union may (or may not) make an overdraft transfer as determined by Credit Union in its sole discretion; Credit Union shall not be liable for failure to make an overdraft transfer to cover a check. Any loan advance for an overdraft transfer from a personal line, equity line, or Suncoast VISA credit card shall be subject to the terms and conditions of such line of credit/credit card.

Access 24 ATM Card/Suncoast Visa Debit Card

If I elected to obtain an ATM Access 24 Card, or Suncoast Visa Debit Card I agree to and acknowledge receipt of the Account Agreement and Disclosure including, but not limited to, the Electronic Funds Transfer Agreement and Disclosure. I hereby authorize the Credit Union's issuance of a Card or Cards to any or all of the persons signing this Signature Card below upon their request.

TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION

Under penalties of perjury, I certify that: (1.) The numbers shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued), and ☐ (2.) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3.) I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen or U.S. resident alien; a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States; an estate (other than a foreign estate); or a domestic trust (as defined in Regulation Section 301.7701-7). (4.) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. Check the box for item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. By checking this box, this serves to strike out the language related to underreporting. Complete a W-8 BEN if you are not a U.S. person. If a W-8 BEN is completed, your signature does not serve to certify this section.

Exempt payee code (if any) _____ Exemption from FACTA reporting code (if any) _____

Date 12/08/2020 Signature (1) Thomas Moseley

Date _____ Signature (2) _____

Date _____ Signature (3) _____

Date _____ Signature (4) _____

Date _____ Signature (5) _____

CREDIT UNION USE ONLY

☒ New ☐ Reopen ☐ Add Joint Owner ☐ Other _____

Date 12/8/2020 Service Center 0057 Processor 4693

**Account
Agreement
and
Disclosure**



Suncoast
Credit Union

IMPORTANT NOTICE

The documents contained in this booklet are your permanent copies of Suncoast Credit Union's agreements and disclosures. Please keep them for your records. The table of contents below is provided for easy reference.

Table of Contents

Membership and Account Agreement	1
Funds Availability Policy Disclosure	12
Electronic Funds Transfer Agreement and Disclosure ...	14

LOANLINE

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J8XX2000-1 009-0018-4 (2/13)

Membership and Account Agreement

This Agreement covers the rights and responsibilities concerning your accounts and the rights and responsibilities of Suncoast Credit Union (credit union) providing this agreement to you. In this Agreement, the words **you** and **yours** mean anyone who signs an Account Card or Account Change Card (Account Card or any other account opening document). The words **we**, **us**, and **our** mean the credit union. The word **account** means any one or more share or other accounts you have with the credit union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure, any Account Deposit Receipt accompanying this Agreement, the credit union's bylaws and policies; and any amendments to these documents from time to time which collectively govern your membership and accounts.

1. MEMBERSHIP ELIGIBILITY — To join the credit union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) ("membership share") as set forth in the credit union's bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS — An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner's estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner's agent prior to notice of an owner's death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

3. JOINT ACCOUNTS — A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner's interest passes to his or her estate. A surviving owner's interest is subject to the credit union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act.

c. **Joint Account Owner Liability.** If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

d. **Fiduciary Accounts.** You may request the credit union to facilitate certain trusts, will, or court-ordered account arrangements. However, because the credit union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the credit union to follow any instructions that the credit union believes might expose it to claims, lawsuits, expenses, liabilities or damages, whether directly or indirectly, the credit union may refuse to follow your instructions or require you to post a bond or some other type of protection. Each of you agree to hold harmless and indemnify the credit union from any and all claims or losses that may arise out of any transactions pertaining to the account. Furthermore, the credit union, has no responsibility to determine if the trustee, personal representative, administrator, or any other fiduciary has been duly appointed and qualified to act in the capacity, nor whether any transaction by a fiduciary involving such an account is in accordance with or authorized by applicable law or agreement. The credit union's only obligation with such accounts is to act as a depository for the funds in the account. Account changes requested by you, or any other account owner, such as adding or closing an account or service, must be evidenced by a written or signed document and accepted by the credit union. The credit union will allow accounts to be owned by trusts on a case-by-case basis. Unless otherwise specified in the account signature card, any of you as fiduciary may deposit, withdraw, pledge, or transact any business on the account without the consent of each other.

4. **POD/TRUST ACCOUNT DESIGNATIONS** — A Payable on Death (POD) account or trust account designation is an instruction to the credit union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all and surviving POD or trust beneficiary/payee. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee's interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

5. **ACCOUNTS FOR MINORS** — We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. **UNIFORM TRANSFERS TO MINORS ACCOUNT** — A Uniform Transfers to Minors Account (UTMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account.

(continued)

The custodian has possession and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

7. AGENCY DESIGNATION ON AN ACCOUNT — An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent.

8. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, as set forth on the back of the check or draft, we may require endorsement as set forth on the item. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

b. Collection of Items. We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

c. Powers of Attorney. Except as otherwise required by applicable law, we have the right to review and approve or refuse any form of power of attorney and may restrict account withdrawals or transfers. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct, on a case-by-case basis, and may require the attorney-in-fact to present the original power of attorney before conducting any transaction.

d. Restrictive Legends. Some checks or drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We may pay any check or draft without regard or contrary to any restrictive legend or other limitation contained in or on the

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item unless we have specifically agreed in a separate writing to the restrictions or limitations. We may disregard any notation on any check, draft or item containing the words "paid in full," "full settlement" or any other words of restrictive legend or notation, whether preprinted or handwritten, and treat any such check, draft or item as though such legend notation did not appear thereon. Our acceptance of any such check, draft or item with any such notation for deposit into any account or as payment on any loan, line of credit, or any other amount owed to us shall not operate as any accord, satisfaction or release of any sort.

e. Final Payment. All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.

f. Direct Deposits. We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least thirty days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.

g. Crediting of Deposits. Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

9. ACCOUNT ACCESS —

a. Authorized Signature. Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. You authorize us to honor transactions initiated by a third person to whom you have given your account number even if you do not authorize a particular transaction.

b. Access Options. You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any check or draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a check or draft.

c. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

10. ACH & WIRE TRANSFERS — Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the credit union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve

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Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we are required by law to pay you interest, we will pay you interest based on the lowest nominal dividend or interest rate we paid on any account during period for which we owe you interest. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date it is received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

11. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. We may change the Truth-in-Savings Disclosure or Schedule of Fees and Charges at any time and will notify you as required by law.

12. TRANSACTION LIMITATIONS —

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, according to our overdraft payment policy.

We may refuse to allow a withdrawal in some situations, and will advise you accordingly: for example, (1) a dispute between account owners (unless a court has ordered the credit union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to

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repay a credit union loan on time. We may require you to give written notice of seven (7) days to sixty days before any intended withdrawals.

b. **Transfer Limitations.** We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure and your Electronic Funds Transfer Disclosure.

13. CERTIFICATE ACCOUNTS — Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

14. OVERDRAFTS —

a. **Payment of Overdrafts.** If, on any day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, transaction, or other item posted to your account plus any applicable fee ("overdraft"), we may pay or return the overdraft. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one (1) review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. Your account may be subject to a charge for each overdraft regardless of whether we pay or return the overdraft. For ATM and one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

b. **Order of Payment.** Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

15. POSTDATED AND STALEDATED CHECKS OR DRAFTS — You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

16. STOP PAYMENT ORDERS —

a. **Stop Payment Order Request.** Any owner may request a stop payment order on any check or draft drawn on the owner's account. To be binding the order must be in writing, dated, signed, and must accurately describe the check or draft including the exact account number, check or draft number and the exact amount of the check or draft. This exact

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information is necessary for the credit union's computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity for us to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action.

b. Duration of Order. Oral stop payment orders for checks or drafts may lapse within 14 calendar days unless confirmed in writing within that time. Written stop payment orders for checks or drafts are effective for six (6) months and may be renewed for additional six (6) month periods by requesting in writing that the stop payment order be renewed within a period during which the stop payment order is effective. We are not required to notify you when a stop payment order expires.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the credit union harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

17. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

If you allege that any transaction on or related to your account is unauthorized, fraudulent or otherwise incorrect, you agree to provide us with all reasonable cooperation requested by us in investigating such transaction, including, but not limited to, the filing of accurate police reports, completion of appropriate affidavits and review of photos and video. Except as otherwise required by applicable laws and regulations, if you fail to provide us with such cooperation, we may refuse to re-credit your account for any such transaction. This paragraph does not guarantee that you will receive any re-credit for any transaction based on such cooperation. In addition to refusal based on your failure to comply with the requirements of this paragraph, we may refuse to re-credit a transaction in our sole discretion except as otherwise required by applicable laws and regulations.

18. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft and we shall have no liability for refusing payment.

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19. REMOTELY CREATED CHECKS OR DRAFTS — For purposes of this paragraph, "account" means a transaction account, credit account, and any other account on which checks or drafts may be drawn. A remotely created check or draft is a check or draft created by someone other than the person on whose account the check or draft is drawn. A remotely created check or draft is generally created by a third party payee as authorized by the owner of the account on which the check or draft is drawn. Authorization is made over the telephone or through online communication. The owner of the account does not sign a remotely created check or draft. In place of the owner's signature, the remotely created check or draft usually bears a statement that the owner authorized the check or draft or bears the owner's printed or typed name. If you authorize a third party to draw a remotely created check or draft against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account, and may charge against your account any remotely created check or draft for which the third party has proof of your authorization.

20. PLEDGE/STATUTORY LIEN — Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending upon whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

21. LEGAL PROCESS — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

22. ACCOUNT INFORMATION — Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

23. NOTICES —

a. **Name or Address Changes.** You are responsible for notifying us of any address or name change. The credit union is only required to attempt

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to communicate with you at the most recent address you have provided to us. We may require all names and address changes to be provided in writing. If we attempt to locate you, we may impose a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges.

b. Notice of Amendments. Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.

d. Electronic Notices. If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

e. Communication. We may communicate with you by any and all forms of communication including but not limited to landline, cell phone, facsimile, email and regular mail. You agree we may call you using auto dialer functions.

24. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

25. STATEMENTS —

a. Contents. If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you. You also understand and agree that checks or drafts or copies thereof are made available to you on the date the statement is sent to you, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within thirty three days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. Notice to credit union. You agree that the credit union's retention of checks or drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you

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fail to receive a periodic statement, you agree to notify us within fourteen days of the time you regularly receive a statement.

26. INACTIVE ACCOUNTS — If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure or Schedule of Fees and Charges, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth in the Truth-in-Savings Disclosure or Schedule of Fees and Charges for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

27. SPECIAL ACCOUNT INSTRUCTIONS — You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed account change form and accepted by us.

28. TERMINATION OF ACCOUNT — We may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint account. We are not responsible for payment of any check or draft, withdrawal, or other item after your account is terminated; however, if we pay an item after termination, you agree to reimburse us.

29. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the credit union or you may be expelled for any reason as allowed by applicable law.

30. DEATH OF ACCOUNT OWNER — We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we know of a member's death. Once we know of a member's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the checks or drafts or other items. We may require

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anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES — You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

32. SEVERABILITY — If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

33. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring legal action or use the services of any collection agency or attorney to collect any amount due under or to enforce this Agreement or any part thereof, you agree to pay all such collection agency fees and costs, all reasonable attorneys' fees, all filing, service and court costs and all other collection costs incurred by us, including, but not limited to, all such fees and costs incurred in pre-litigation collection activities, trial proceedings, appellate proceedings, bankruptcy proceedings and post-judgment collection activities. You understand and agree that (a) such fees and costs may include contingency fees, (b) such fees and costs, including, but not limited to any contingency fees, may be added to the amount owed under this agreement and (c) such fees and costs, including, but not limited to any contingency fees, may, at our option, accrue interest at the rate provided for in this agreement.

34. GOVERNING LAW — This Agreement is governed by the credit union's bylaws, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the credit union's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the credit union is located.

35. NEGATIVE INFORMATION NOTICE — We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

36. ACCOUNTS RECLASSIFICATION — We have established a policy for reporting checking, savings and money market accounts to the Federal Reserve Bank (FRB) for reserve requirement reporting purposes. This policy will not affect the available balance, dividend earnings on dividend bearing accounts, NCUA insurance, account statement or any other feature of credit union accounts. It will allow us to substantially lower our reserve requirement balance at the FRB and increase the amount of funds available for loans and investments, thereby increasing our ability to serve our members. It will also allow us to continue providing automatic access to accounts for overdraft purposes. Credit union checking, savings and money market accounts will be structured into checking and savings sub-accounts for reporting purposes only. The credit union may periodically transfer funds between these two sub-accounts; however, these transfers will not affect the available balance in any of your accounts. Dividend calculations on dividend bearing accounts will be the same on both sub-accounts. If an account does not earn dividends, the savings sub-account will not earn dividends.

DFLGS4 (D10016custom Rev. 12/12)

Funds Availability Policy Disclosure

This disclosure describes your ability to withdraw funds at Suncoast Credit Union. It only applies to the availability of funds in transaction accounts. The credit union reserves the right to delay the availability of funds deposited to accounts that are not transaction accounts for periods longer than those disclosed in this policy. Please ask us if you have a question about which accounts are affected by this policy.

1. GENERAL POLICY — Our policy is to make funds from your cash and check or draft deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks or drafts that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD — In some cases, we will not make all of the funds that you deposit by check or draft available to you on the same business day that we receive your deposit. Funds may not be available until the second (2nd) business day after the day of your deposit. However, the first \$200 of your deposit will be available on the first (1st) business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

3. HOLDS ON OTHER FUNDS — If we cash a check or draft for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check or draft we cashed would have been available if you had deposited it. If we accept for deposit a check or draft that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check or draft that you deposited.

4. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check or draft into your account an additional number of days for these reasons:

- We believe a check or draft you deposit will not be paid.
- You deposit checks or drafts totaling more than \$5,000 on any one day.
- You deposit a check or draft that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.

- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than up to seven (7) business days, unless out of the country which could be up to thirty business days after the day of your deposit.

5. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first thirty days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks or drafts will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the check or drafts must be payable to you. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks or drafts (other than a U.S. Treasury check or draft) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check or draft deposits will be available on the ninth (9th) business day after the day of your deposit.

6. DEPOSITS AT ATMS — Funds from any deposits (cash, checks or drafts) up to \$500 made at automated teller machines (ATMs) will be available on the business day of your deposit, subject to the other terms of this disclosure. The amount over \$500 from any deposits (cash, checks or drafts) totaling \$500 or more made at automated teller machines (ATMs) will be available on the second (2nd) business day after the day of your deposit, subject to the other terms of this disclosure.

7. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash, checks or drafts) made at automated teller machines (ATMs) we do not own or operate will not be available until five (5) (including date of deposit) business days after the date of your deposit, subject to the other terms of this disclosure. All ATMs that we own or operate are identified as our machines.

8. FOREIGN CHECKS OR DRAFTS — Checks or drafts drawn on financial institutions located outside the U.S. (foreign checks or drafts) cannot be processed the same as checks or drafts drawn on U.S. financial institutions. Foreign checks or drafts are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks or drafts will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

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Electronic Funds Transfer Agreement & Disclosure

This Electronic Funds Transfer Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Suncoast Credit Union (credit union). In this Agreement, the words you and yours mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words we, us, and our mean the credit union. The word account means any one or more share savings/share draft checking accounts you have with the credit union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

1. EFT SERVICES — If approved, you may conduct any one or more of the EFT services offered by the credit union.

a. Access 24 ATM. If approved, you may use your card and personal identification number (PIN) at automated teller machines of the credit union and such other networks, machines or facilities as the credit union may designate. For ATM transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from this type of transaction. Services and fees for ATM overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges. ATM locations may be viewed on Suncoast website (SuncoastCreditUnion.com) or will be supplied upon request. See the back of your access device for a list of participating POS and ATM networks. At the present time, you may use your card to:

- Make deposits to your share, share draft, special share, and money market accounts.
- Withdraw funds from your share, share draft, special share, and money market accounts.
- Transfer funds from your share, share draft, special share, and money market accounts.
- Obtain balance information for your share, share draft, special share, and money market accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at credit union designated POS terminals. ATM locations may be viewed on Suncoast website (SuncoastCreditUnion.com) or will be supplied upon request. See the back of your access device of participating POS networks.
- Make deposits, withdrawals, transfers & inquiries at designated foreign owned ATM terminals. The following limitations on the frequency and amount of ATM transaction may apply:
 - Deposits are limited to two (2) per card per day.
 - Deposits are subject to a two (2) or more business day hold. Entire deposit amount may not be available immediately.

- You may transfer up to the available balance in your accounts at the time of the transfer.
- All ATM/Check Cards Issued upon opening a new membership account and during the first six (6) months of an account being opened will have an ATM cash withdrawal limit of \$220 per day. Once the account has been opened for six (6) months the \$220 limit will automatically be increased to \$420 for accounts in good standing.
- Withdrawals are subject to the available balance in your account and network access.
- Not all services are available, and the dollar limit may be different at some ATMs.

Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check or draft) is made and when it will be available for withdrawal.

b. **Visa Access 24 Check Card.** If approved, you may use your card to purchase goods and services from participating merchants. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your share draft checking account. For one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transaction. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) in automated teller machines of the credit union and such other networks, machines or facilities as the credit union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time, you may also use your card to:

- Make deposits to your share, share draft, special share, and money market accounts.
- Withdraw funds from your share, share draft, special share, and money market accounts.
- Transfer funds from your share, share draft, special share, and money market accounts.
- Obtain balance information for your share, share draft, special share, and money market accounts.

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- Make point-of-sale (POS) transactions with your card and/or personal identification number (PIN) to purchase goods or services at merchants that accept Visa Debit.
- Order goods or services by mail or telephone from places that accept Visa Debit. The following limitations on the frequency and amount of Visa Access 24 Check Card transactions may apply.
- Deposits are limited to two (2) per card per day.
- Deposits are subject to a two (2) or more business day hold. Entire deposit amount may not be available immediately.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- All ATM/Check Cards issued upon opening a new membership account and during the first six (6) months of an account being opened will have an ATM cash withdrawal limit of \$220 per day. Once the account has been opened for six (6) months the \$220 limit will automatically be increased to \$420 for accounts in good standing.
- Withdrawals are subject to the available balance in your account and network access.
- Not all services are available, and the dollar limit may be different at some ATMs.
- For security reasons, there may be other limits on the number and dollar amounts on point-of-sale terminals, as well as limits on the number of daily purchases, using your Visa Access 24 Check Card. For security reasons, inactive cards may be closed, without notice, after six consecutive months of non-use.
- For security reasons, all debit transactions may be monitored in real time for potential fraud. Please notify the credit union prior to travel or large purchases to insure uninterrupted service. You may be required to verify transactions at 800-890-5097 for processing.

c. **SunTel (Audio Response).** Your accounts can be accessed under the audio response service via a touch-tone telephone only. If we approve the SunTel audio response service for your accounts, you must use your unique credentials (which may include PINs, passwords or other identifiers) along with your account number to access your accounts. This service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted periodically for maintenance. At this time, you may use the service to do the following:

- Withdraw funds from your share and share draft accounts.
- Transfer funds from your share, share draft, line of credit, and credit card advances accounts.
- Obtain balance information for your accounts.
- Make loan payments from your share and share draft accounts.
- Determine if a particular item has cleared.
- Verify the last ten (10) cleared history items.

There is no limit to the number of inquiries you may make in one (1) day. For security reasons, the number of transfers or withdrawals may be limited; the Credit Union reserves the right to limit you to as few as two (2) transactions per day. For security reasons, there may be limits to the maximum withdrawal and transfer amounts; the Credit Union reserves the right to limit you to as little as \$500.00 in transactions per day. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required

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balance or otherwise require us to increase our required reserve on the account. All withdrawal checks are payable to you as a primary member and will be mailed to your address of record. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

d. Preauthorized EFTs.

- **Direct Deposit.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your share savings, share draft, checking, Special Share and/or Money Market account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your share and/or share draft account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen days of any oral notification. If we do not receive the written confirmation, the oral stop payment order may cease to be binding fourteen days after it has been made. A stop payment request for preauthorized Electronic Fund Transfers will apply to all subsequent transfers, unless you withdraw the request.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- **Electronic Check or Draft Conversion/Electronic Returned Check or Drafts Fees.** If you pay for purchases or bills with a check or draft you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check or draft fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization. Transactions authorized by telephone and Internet may also be converted to electronic funds transactions.

i. Electronic/Mobile Banking with Bill Payments. Electronic/Mobile Banking with Bill Payments includes a suite of products that can be accessed using a personal computer, web-enabled device or mobile phone. If we approve the Electronic/Mobile Banking with Bill Payments for your accounts, you must use your unique credentials (which may include PINs, passwords or other identifiers) along with your account number to access your accounts.

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This service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted periodically for maintenance. At the present time, you may use the service to do the following:

- Withdraw funds from your share and share drafts accounts.
- Transfer funds from your share, share draft, line of credit, and credit card advance accounts.
- Obtain balance information for accounts.
- Make loan payments from your share and share draft accounts.
- Apply for a loan.
- Make bill payments to creditors authorized by you.

There is no limit to the number of inquiries you may make in any one day. For security reasons, the number of transfers, withdrawals, loan payments or bill payments may be limited; the credit union reserves the right to limit you to as few as two (2) transactions per day. For security reasons, there may be limits to the maximum withdrawal, transfer, loan payment or bill payment amounts; the credit union reserves the right to limit you to as little as \$500 in transactions per day. The credit union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. All withdrawal checks are payable to you as a primary member and will be mailed to your address of record. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each online session. We will process bill payment transfer requests only to those creditors you authorize. You must allow sufficient time for creditors to process your bill payment. Please leave at least as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your creditor account by the creditor.

2. CONDITIONS OF EFT SERVICES —

a. **Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card, PIN number or account to another person.

b. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. **Foreign Transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all multiple currency foreign transactions.

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including purchases, cash withdrawals and credits to your account. A fee of 1 percent of the amount of the transaction, calculated in U.S. dollars, will be imposed on all single currency foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates.

d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the credit union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this agreement and, alone and together, shall be responsible for all EFT transactions to or from any share savings/share draft checking or loan accounts as provided in this agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the credit union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

3. FEES AND CHARGES — There are certain fees and charges for EFT services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

4. MEMBER LIABILITY — You are responsible for all EFT transactions you authorize. If you permit someone else to use an ENT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your card has been lost or stolen or if you believe someone has used your card or access code or otherwise accessed your accounts without your authority or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If a transaction was made with your card or card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were

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grossly negligent in the handling of your account or card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, TELL US AT ONCE. If you do not tell us within sixty days after the statement was mailed to you, you may not get back any money lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(813) 621-7511
(800) 999-5887

or write to:

Suncoast Credit Union
Attn: Error Resolution Dept.
PO Box 11904
Tampa, FL 33680
Fax: (813) 622-7393

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check or draft without your permission.

5. RIGHT TO RECEIVE DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, audio response transactions, preauthorized EFTs, bill payments or online/PC transactions you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction involving your account using an ATM, POS terminal, or debit card transaction with a participating merchant exceeding \$15.00.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (813) 621-7511 or (800) 999-5887. This does not apply to transactions occurring outside the United States.

6. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or

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- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested services.
- If you give us your written permission.

7. BUSINESS DAYS — Our business days are Monday through Friday, excluding holidays.

8. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or online/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the credit union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the credit union.

9. NOTICES — All notices from us will be effective when we have mailed them or delivered them to your last known address in the credit union's records. Notices from you will be effective when received by the credit union at the address specified in this agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one days before the effective date of any change. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

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The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

10. BILLING ERRORS — In case of errors or questions about electronic funds transfers from your share savings, Money Market or share draft checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty days after we sent the first statement on which the problem appears. Call us at:

(813) 621-7511
(800) 999-5887

or write to:
Suncoast Credit Union
Attn: Error Resolution Dept.
PO Box 11904
Tampa, FL 33680

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain as clearly as you can why you believe the credit union has made an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Tell us the date of occurrence.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five** days to investigate your complaint or question. If we decide to do this, we will credit your account

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within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within thirty days after you make the first deposit to your account, we will have twenty business days instead of ten (10) business days.

** If you give notice of an error within thirty days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have ninety days instead of forty-five days to investigate.

NOTE: If the error you assert is an unauthorized Visa transaction, other than a cash disbursement at an ATM, we will credit your account within five (5) business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) business days.

11. TERMINATION OF EFT SERVICES — You may terminate this agreement or any EFT service under this agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the credit union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this agreement at any time by notifying you orally or in writing. If we terminate this agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the credit union terminates this agreement, the termination shall not affect your obligations under this agreement for any electronic transactions made prior to termination.

12. GOVERNING LAW — This agreement is governed by the bylaws of the credit union, federal laws and regulations, the laws and regulations of the state of Florida and local clearinghouse rules, as amended from time to time. Any disputes regarding this agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

13. ENFORCEMENT — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

DFLG05 (510024) Rev. 12/12

Filing # 192444263 E-Filed 02/21/2024 03:23:49 PM

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December 6, 2023

KEN BURKE, PINELLAS SMALL CLAIMS

Pinellas County Courthouse
315 Court Street, Room 170
Clearwater, FL 33756-5192

Re: Suncoast Credit Union vs. Thomas I. Mosley
Our File No.: G2301076
Case No.:

Dear Clerk:

Please find enclosed:

Original Complaint with appropriate filing fee
Civil Cover Sheet

Please prepare the small claims for the Defendant(s):

THOMAS I. MOSLEY, 1700 21st St S, St Petersburg FL 33712-2730

We will forward the documents to our process server. Thank you for your assistance.

Very truly yours,

Jeffrey J. Mouch, Esq.

Jeffrey J. Mouch, Esq.
Extension: 5240
CollectionsService@kasslaw.com

AMERICANS WITH DISABILITIES ACT If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Human Rights Office, 400 S. Ft. Harrison Ave., Ste. 500 Clearwater, FL 33756, (727) 464-4062 V/TDD; or 711 for the hearing impaired. Contact should be initiated at least seven days before the scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven days. The court does not provide transportation and cannot accommodate such requests. Persons with disabilities needing transportation to court should contact their local public transportation providers for information regarding transportation services.

G2301076/MS
P100C_C

VERIFIED RETURN OF SERVICE

State of Florida

County of Pinellas

COUNTY Court

Case Number: 24-001497-SC NORTH

Court Date: 3/19/2024

Style of Case: SUNCOAST CREDIT UNION vs. THOMAS I MOSLEY

Jeffrey Mouch
Kass, Shuler, Solomon, Spector, Foyle &
P.O. Box 800
Tampa, FL 33601

Received by BOLTER & CARR INVESTIGATIONS, INC. on the Friday, February 23, 2024 at 10:29:49 AM to be served on THOMAS I MOSLEY, 1700 21ST ST S, ST PETERSBURG, FL 33712-2730.

I, ELIZABETH OSTMAN, do hereby affirm that on the **Wednesday, February 28, 2024 at 8:00 AM**, I:

NON-SERVED: After due search, careful inquiry and diligent attempts I was unable to serve the **SUMMONS/NOTICE TO APPEAR REMOTELY FOR PRE-TRIAL CONFERENCE, COMPLAINT, EXHIBITS** for the reason that I failed to find THOMAS I MOSLEY or information to allow further search. **Comments pertaining to this service:** Attempted February 24 12:10 PM Server recognized residence of high profile criminal case. Retrieved pinellas court docket to confirm defendant remains incarcerated. A hearing to determine incapacity of the defendant to stand trial is set for March 2024.

I certify that I am over the age of 18, and have no interest in the above action. Under penalties of perjury, I declare that I have read the foregoing (RETURN OF SERVICE) and that the facts stated in it are true, per Fla statute 92.525(2)

1187920 -A
SPECIAL PROCESS SERVICE
Pinellas County, Florida
Bob Gualtieri, Sheriff


ELIZABETH OSTMAN
APS-59336

BOLTER & CARR INVESTIGATIONS, INC.
P.O. BOX 8965
TAMPA, FL 33674-8965
(813) 251-6033
Job Number: 2024002794
Ref Number: G2301076

2794

**COUNTY COURT, PINELLAS COUNTY, FLORIDA
SMALL CLAIMS DIVISION**

(727) 464-7000 - www.mypinellasclerk.org

REF: 24-001497-SC - North

SUNCOAST CREDIT UNION Vs. THOMAS I MOSLEY

TO : DEFENDANT/DEFENDANT ATTORNEY
THOMAS I MOSLEY
1700 21ST ST S
ST PETERSBURG, FL 33712-2730

SUMMONS/NOTICE TO APPEAR REMOTELY FOR PRE-TRIAL CONFERENCE

THE STATE OF FLORIDA :

NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)

YOU ARE HEREBY NOTIFIED that you are required to appear via the Zoom platform on **Tuesday, March 19, 2024 at 11:30 AM.** for a PRE-TRIAL CONFERENCE before a judge of the court.

To attend this meeting by video go to: <https://www.zoom.us/join> If you are unable to appear by video, call:
1 786 635 1003 or 1 470 250 9358

Meeting ID: 932 0288 4614 Passcode: 954422

Instructions for Zoom hearings:

- The Court has multiple hearings scheduled at this time. Join the Zoom meeting promptly at the designated time and wait to be admitted into the hearing.
- If you are using the video conferencing, be sure your profile name is your first and last name. If this is not your default, you will have the option to change it after you join the meeting.
- Although the hearing is conducted virtually, proper decorum should be maintained. Appropriate attire is required of all participants. Participants should be in a quiet setting and minimize any external distractions.
- Mute your microphone when you are not required to speak.

IMPORTANT - READ CAREFULLY

**THIS CASE WILL NOT BE TRIED AT THAT TIME.
DO NOT BRING WITNESSES - APPEAR VIA ZOOM**

The defendant(s) **must** appear via zoom on the date specified in order to avoid a default judgment. The Plaintiff(s) **must** appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff(s) or defendants(s) shall not excuse the personal appearance of a party or its attorney in the pre-trial conference. The date and time of the PRE-TRIAL CONFERENCE CANNOT be rescheduled without good cause and prior court approval.

Any business entity recognized under Florida law may be represented at any stage of the trial court proceedings by any principal of the business entity who has legal authority to bind the business entity or any employee authorized in writing by a principal of the business entity. A principal is defined as being an officer, member, managing member, or partner of the business entity. Written authorization must be brought to the Pre-Trial Conference.

Upon service of this summons/notice, if you are unrepresented, please complete a Designation of E-Mail Address for Party Not Represented by an Attorney form and file it with the Clerk of Court. This form may be found on www.mypinellasclerk.org/Forms and may be filed electronically via the Florida Courts E-Filing Portal at www.myflcourtsaccess.com or by mail or hand-delivery to an office of the Clerk of Court.

The purpose of the pre-trial is to record your appearance, to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pre-trial conference.

You may be ordered to mediate at the pre-trial conference. Mediation means "A process whereby a neutral third person called a Mediator acts to encourage and facilitate the resolution of the dispute between two or more parties. It is an informal process with the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement." You or your attorney must have full authority to settle without further consultation at pre-trial mediation.

You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state names and addresses of your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances to the court. The court may or may not approve a payment plan and withhold judgment, execution, or levy.

RIGHT TO VENUE. The law gives the person or company who has sued you the right to file in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s), have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is on an unsecured promissory note, where the note is signed or where the maker resides; (3) if the suit is to recover property or to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any one or more of the defendants sued reside; (6) any location agreed to in a contract; (7) in an action for money due, if there is no agreement as to where suit may be filed, where payment is to be made.

If you, as the defendant(s), believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court seven days prior to your first court date and send a copy to the plaintiff(s) or plaintiff's (s') attorney, if any.


A copy of the statement of claim shall be served with the original, alias and pluries summons.

Dated at Clearwater, Florida on 23 February, 2024.

Small Claims Debt Pre-Trial Notice

Page 2 of 2




KEN BURKE, CPA
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the Human Rights Office, 400 S. Ft. Harrison Ave., Ste. 300, Clearwater, FL 33756, (727) 464-4062 (V/TDD) at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Form 1.998

Final Disposition Form

This form shall be filed by the prevailing party with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statute. (See instructions for completion.)

I. CASE STYLE

In the COUNTY Court of Pinellas County, Florida

SUNCOAST CREDIT UNION

Case No.: 24-001497-SC

vs.

Judge:

THOMAS I. MOSLEY

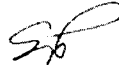
II. AMOUNT OF FINAL JUDGMENT

Please indicate the amount of judgment, rounded to the nearest dollar. \$0.00

III. MEANS OF FINAL DISPOSITION (Place an "x" in one box for major category and one subcategory, if applicable, only)

- ☐ Dismissed Before Hearing
- ☐ Dismissed Pursuant to Settlement - Before Hearing
- ☐ Dismissed Pursuant to Mediated Settlement - Before Hearing
- ☐ Other Dismissal Before Hearing - Before Hearing
- ☐ Dismissed After Hearing
- ☐ Dismissed Pursuant to Settlement - After Hearing
- ☐ Dismissed Pursuant to Mediated Settlement - After Hearing
- ☐ Other Dismissal After Hearing - After Hearing
- ☐ Disposed by Default
- ☐ Disposed by Judge
- ☐ Disposed by Non-Jury Trial
- ☐ Disposed by Jury Trial
- ☒ Disposed by Other

Signature of Attorney for Prevailing Party

 Florida Bar No. 0712876
FOR

Date 2/29/24

Jeffrey J. Mouch, Esq.
814768

G2301076/lss
LP03

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY,
STATE OF FLORIDA, SMALL CLAIMS DIVISION

SUNCOAST CREDIT UNION,

Plaintiff,

vs.

CASE NO: 24-001497-SC

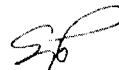
THOMAS I. MOSLEY,

Defendant(s)

NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE

COMES NOW the Plaintiff, SUNCOAST CREDIT UNION, by and through its undersigned attorneys, and files this its Notice of Voluntary Dismissal without Prejudice and does hereby voluntarily dismiss the above-styled suit pursuant to Florida Rules of Civil Procedure 1.420(a)(1).

DATED this 1 day of March, 2024.

 Florida Bar No. 0712876
FOR

Jeffrey J. Mouch, Esq., FBN 814768
KASS SHULER, P.A.
P.O. Box 800
Tampa, FL 33601
Phone: (813) 229-0900
Fax: (813) 229-3323
Email: jmouch@kasslaw.com
Attorneys for Plaintiff

**The Primary e-mail address for electronic
service of all pleadings in this case under Rule
2.516 is as follows:
CollectionsService@kasslaw.com**

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