

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

JOAN ZIMMERMAN,

Plaintiff,

vs.

CASE NUMBER:

JPMORGAN CHASE BANK, N.A.,
ONE SOLUTION DENTAL IMPLANT
CENTERS, LLC and ELI FRIEDMAN, DMD,

Defendants.

COMPLAINT FOR DECLARATORY JUDGMENT AND DAMAGES

COMES NOW, Plaintiff JOAN ZIMMERMAN, by and through the undersigned counsel, and sues the Defendants and alleges upon information and belief:

I. INTRODUCTION

1. This is a civil action for a Declaratory Judgment to render null and void and to rescind 2 documents, as unenforceable -- the first is a purported "Financial Arrangement" (hereinafter "Arrangement"), prepared by Defendants Eli Friedman, DMD (hereinafter "Friedman") and One Solution Dental Implant Centers, LLC (hereinafter "Implant"). Said Arrangement is attached hereto as **Exhibit A**.

2. The second document Plaintiff seeks to render null and void, and to have rescinded, is the account statement and payment demand prepared by Defendant JPMorgan Chase Bank, N.A. (hereinafter "Chase"). Said account stated and demand is attached hereto as **Exhibit B**. null and void, as unconscionable at the time of its creation, among other forms of relief, and enjoining and prohibiting defendant Chase from taking any action to continue billing Plaintiff and from taking legal enforcement action against Plaintiff based upon the existence of said Arrangement.

3. Plaintiff further invokes the equitable jurisdiction of the Court to apply the doctrine of rescission and place all parties back to the position they maintained prior to April 23, 2025 in consideration of Plaintiff's complaint allegations, *infra*.

4. Plaintiff additionally seeks an order requiring Defendants to notify all credit reporting agencies to remove all negative inferences made against Plaintiff as the result of the Defendants' actions in seeking enforcement of said Arrangement.

II. JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction and Plaintiff invokes the Florida Declaratory Judgment statute at FL Stat. 86.021 empowering the Court to examine the validity of an instrument in writing and to apply the appropriate legal and/or equitable remedies when appropriate.

6. Plaintiff specifically invokes FL Stat. 86.091 as permitting joinder of all defendants who "...have or claim any interest which would be affected by the declaration"; hence, the basis for joining Defendant Chase with Defendants Friedman and Implant.

7. This Court has subject matter jurisdiction and Plaintiff specifically invokes FL Stat. 672.302 empowering the Court to declare null and void an agreement as "unconscionable" when made.

8. Venue lies in Palm Beach County because Plaintiff resides here and the causes of action arose in Palm Beach County at Defendants Friedman and Implant's place of business in Palm Beach County in the State of Florida.

III. PARTIES

9. That the Plaintiff, Joan Zimmerman, is a citizen of the United States of America, a resident of the State of Florida, is *sui juris* and resides at 4739 Greentree Road (Apt..A), Boynton Beach, Florida 33436.

10. The Defendant, Friedman, operates and is authorized to conduct a business for dentistry and dental implant related procedures, operating under an entity known as One Solution Dental Implant Centers, LLC. Defendants Friedman and Implant maintain a place of business located at 254 Sunset Avenue, Palm Beach, Florida, in Palm Beach County.

11. Defendant JPMorgan Chase Bank, N.A. is a national banking association

authorized to conduct business in the State of Florida and currently seeks enforcement of its most recent account demand in the amount of \$11,138.87, plus interest and penalties, (per Exhibit B) all currently accruing and directly arising from Defendants Friedman and Implant's preparation of the Arrangement forming the core of the action at bar.

IV. STATEMENT OF FACTS

12. That on April 23, 2025, Plaintiff, a senior citizen living on a small Social Security entitlement, and with perfect credit score, responded to Defendants Friedman's and Implant's solicitation for a free consultation and estimate for possible dental implants.

13. Plaintiff made a clear verbal agreement with Defendants Friedman and Implant, its agents and employees, that she sought only a first estimate, among several planned, and had no intention of making a provider selection on April 23, 2025.

14. Defendants Friedman and Implant, its agents and employees, verbally assured Plaintiff that her signature on certain documents was strictly for the purpose of determining such available credit as may be potentially utilized for the future and in no manner would obligate Plaintiff to utilize their services nor become financially obligated to any institution. .

15. Defendants Friedman and Implant verbally represented that their estimate for the proposed work was \$22,500.00 and did not advise Plaintiff that the said Arrangement required that payment in full, to wit, the said sum of \$22,500.00 was completely due and payable on the date of Plaintiff's consultation; i.e., April 23, 2025.

16. The aforesaid Arrangement was accompanied by Defendant Friedman and his agents and employees' representations that the signed loan statements were to be used if, and only if Plaintiff, after completing her estimates for implant work, concluded her search by electing to use the services offered by Defendants Friedman and Implant. Plaintiff believed these representations and relied upon them right up to the point she submitted her letters of cancellation.

17. Defendants Friedman and his agents and employees, on behalf of Implant, and in their individual capacities, advised Plaintiff that her signature on the Arrangement, believed by Plaintiff to have constituted only acknowledgment of receipt of estimate.

18. At no time did Defendants Friedman and Implant advise Plaintiff that the Arrangement provided that a \$10,000.00 deposit, believed by Plaintiff to have been a mere inquiry into credit availability, was not to be refunded to her.

19. At no time did Defendants Friedman and Implant advise Plaintiff that additional documents executed actually constituted a loan in the amount of \$12,500.00 from an institution known as Proceed Finance, as ultimately administered by Security First Bank, Lincoln, Nebraska. Again, Plaintiff believed that she was merely being asked to inquire as to available credit in the event she selected said Defendants for the potential implant work.

20. Defendants Friedman and Implant, their agents and employees, verbally advised Plaintiff that they would wait at least three (3) days before taking any action on their estimate, pending receipt of a decision and any further instructions from Plaintiff. Defendants advised Plaintiff that she would be perfectly free to submit written cancellation during this period and that such event would end the relationship among the Plaintiff and said Defendants.

21. Plaintiff took the aforesaid actions to cancel the said Arrangement upon the aforesaid verbal agreement, relied upon by the Plaintiff, with any and submitted two letters of cancellation to the said Defendants, dated April 24, 2025 and April 26, 2025, respectively. Said letters of cancellation are attached hereto as **Exhibit C**. Plaintiff, at this point believed that any relationship between herself and Defendants was thereby rescinded.

22. On June 25, 2025, Security First Bank, as administrator of loans with Proceed Finance, cancelled their loan after becoming aware of Plaintiff's cancellation and the failure of Defendants Friedman and Implant to furnish services to Plaintiff beyond the promised free consultation and estimate. Their letter of cancellation, together with promise to rectify Plaintiff's damaged credit score, is attached hereto as **Exhibit D**.

23. Though the aforesaid loan for \$12,500.00 with Proceed/Security was cancelled, per paragraph 22, *supra*, it is the present refusal of Defendant Chase to cancel the \$10,000.00 loan and Chase's present demand (See Exhibit B) that has given rise to the litigation at bar.

24. That Defendants Friedman and Implant performed no work on behalf of Plaintiff and Plaintiff has not yet selected an implant specialist

25. A judicial declaration is necessary and appropriate at this time under the

circumstances in order that Plaintiff may be relieved of the current demands made upon her by Defendant Chase. Plaintiff seeks declaratory judgments to determine that the Arrangement as well as the Chase account with payment demand both be adjudicated as null and void and not enforceable against her.

V. FIRST CAUSE OF ACTION

Declaratory Relief Against Defendants FRIEDMAN and IMPLANT

26. That the Florida “unconscionability” statute at FL Stat. 672.302 requires Plaintiff to establish that the Arrangement at bar is both procedurally and substantively unconscionable. See *Gainesville Health Care Ctr., Inc. vs. Weston*, 857 (Fla. 3d DCA 2003). Though existing law does not require equal percentages of both procedural and substantive unconscionability, the Plaintiff alleges that both types of unconscionability were present at Defendants Friedman and Implant’s place of business on April 23, 2025.

27. Substantively, it is apparent that the enforcement of the terms of the Arrangement would be so unconscionable that no decent, fair-minded person would view the ensuing result without being possessed of a profound sense of injustice that equity will deny the use of its good offices in the enforcement of such unconscionability. See *Steinhardt vs. Rudolph*, 422 So.2d 884 (Fla.3d DCA 1982).

28. That for Plaintiff to have intended only to begin the estimate process and to become obligated to pay Defendants Friedman and Implant the sum of \$22,500.00, without rendition of any services, would shock any decent and fair-minded individual as substantively unconscionable.

29. That the procedural unconscionability of the Arrangement involved fraud in the inducement of obtaining Plaintiff’s signatures and involved misrepresentations as more specifically described in paragraphs of this complaint numbered 13-25, incorporated herein by reference.

30. That existing Florida law with respect to procedural unconscionability requires an analysis of the parties respective bargaining power and the evaluation of each party’s education, intelligence and ability to understand the contract in question.

31. That this Court is obligated to follow the standard set forth in *Kohl vs. Bay Colony*

Club Condominium, Inc., 398 So.2d 865 (Fla. 4th DCA), review denied, 408 So.2d 1094 (Fla. 1981) where the Court noted the “gross inequality of bargaining power” and whether “...each party to the contract...have a reasonable opportunity to understand the terms of the contract, or were the important terms of the contract hidden in a maze of fine print or minimized by deceptive sales practices?”

32. That Plaintiff was victimized by the deception of Defendant Friedman, his agents and employees into executing an Arrangement in favor of Defendant Implant, the terms of which were never fully explained and which was not actually negotiated on a fair basis between Plaintiff and Defendants.

33. That Defendants Friedman, his agents and employees, in furtherance of seeking an Arrangement with Defendant Implant, falsely represented to Plaintiff that they understood she was present only in response to their advertisement for a free consultation, and that Plaintiff was simply beginning the estimate procedure that would continue after the consultation date of April 23, 2025. Plaintiff relied on Defendants’ representations to her detriment.

34. That Defendants Friedman and Implant, their agents and employees, falsely represented to Plaintiff that her signature on various documents would be utilized only if Plaintiff elected to use Defendants Friedman and Implant for the actual implant work, as evidence of procedural unconscionability.

35. That Defendants Friedman and Implant falsely represented to Plaintiff that they would fully refund any monies expended by Plaintiff in the event she cancelled the Arrangement within three (3) days of April 23, 2025, as evidence of procedural unconscionability.

36. That Defendants Friedman and Implant never appropriately explained to Plaintiff that she was executing provisions providing for a non-refundable downpayment of \$10,000.00 even as said Defendants promised to allow for the 3-day cancellation period, as evidence of procedural unconscionability,.

37. That Defendants Friedman and Implant never appropriately explained to Plaintiff that said Arrangement facially demanded that due and owing on April 23, 2025 was the total sum of \$22,500.00 while representing to Plaintiff that they understood that Plaintiff planned to continue the process of obtaining additional estimates.

38. That by reason of the premises, Plaintiff respectfully requests this Court to declare null and void and unenforceable, by reason of unconscionability, the Arrangement of April 23, 2025.

VI. SECOND CAUSE OF ACTION

Compensatory Damages Against Defendants Friedman and Implant

39. That the Plaintiff incorporates paragraphs 1-27 as though fully stated herein.

40. That by reason of the premises Defendants Friedman and Implant engaged in conduct constituting the common law tort of conversion in that said Defendants intentionally and without specific authorization interfered with Plaintiff's ownership of any advanced credit from Defendant Chase and that said conduct gave rise to Defendant Chase's demand for payment in excess of \$10,000.00, inclusive of costs and interest and fees.

41. That by reason of the premises, Defendants Friedman and Implant have deprived Plaintiff of her property and are obligated to Plaintiff in the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, together with such added and accruing interest, fees and penalties presently totaling \$11,138.87 as may be demanded by Defendant Chase.

VII. THIRD CAUSE OF ACTION

Punitive Damages Against Defendants Friedman and Implant

42. That Plaintiff repeats and realleges paragraphs of this complaint numbered 1-27 as though fully set forth at length herein.

43. That by reason of the foregoing, there is clear and convincing evidence, within the contemplation of FL Stat. 768.72, that Defendants Friedman and Implant each condoned and participated in acts constituting intentional misconduct or gross negligence with a high probability of causing harm, not limited to the great damage to Plaintiff's credit score.

44. That by reason of the premises, Defendants Friedman and Implant are liable to Plaintiff for punitive damages pursuant to FL Stat. 768.73, constituting three times the compensatory damages, or the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, costs and disbursements.

VII. FOURTH CAUSE OF ACTION

Plaintiff Canceled the Arrangement with Defendants Friedman and Implant

45. That the Plaintiff incorporates paragraphs 1-25 as though fully stated herein.

46. That Plaintiff effectively canceled the Arrangement herein by virtue of attached Exhibit C and further respectfully offers that the Arrangement at bar was a “contract for future consumer services” within the meaning of Florida Administrative Code Rule 2-18.002.

47. That the said Florida Administrative Code furnished additional authorization for Plaintiff to cancel the said contract within 3 days of entering into such Arrangement, over and above any other grounds for cancelation.

48. That Plaintiff’s Exhibit C conclusively demonstrates that she canceled the said Arrangement on April 24, 2025 and again on April 26, 2025, all prior to midnight by the third day following the date of the Arrangement.

49. That Subd. 4 of said Florida Administrative Code Rule 2-18.002 deems it an “unfair or deceptive act or practice for a seller of future consumer services...to refuse to honor a buyer’s request to cancel a contract...”

50. That Subd. 5 of said Florida Administrative Code Rule 2-18.002 deems it “...an unfair or deceptive act or practice for a seller of future consumer services to fail to issue a refund within 20 days after receipt of notice of cancellation...”

51. That Plaintiffs Friedman and Implant have failed to issue a full refund to Plaintiff and/or Chase, the institution that presently demands said sum from Plaintiff.

52. That Plaintiff seeks an adjudication from this Court that she has canceled the said Arrangement with Defendants Friedman and Implant and that by reason of these premises, said Arrangement cannot legally be enforced.

VIII. FIFTH CAUSE OF ACTION

Equitable Relief for Plaintiff and Against Defendants Friedman and Implant

53. That Plaintiff incorporates paragraphs 1-31 as though fully stated herein.

54. That Plaintiff respectfully urges this Court to invoke its inherent power to act as a court of equity and consistent with the specific statutory authority contained in FL Stat. 672.302.

55. That the equitable principles of rescission and cancelation clearly apply in the action at bar.

56. That under general principles of Florida law, enunciated by the Florida Supreme Court in *Pepple vs Rogers*, 104 Fla. 462, 140 So. 205, 208 (1932), the equitable remedies of rescission and cancellation are available to Plaintiff regardless of the statutory scheme cited herein. Plaintiff was ill-equipped to negotiate for herself on April 23, 2025 and Defendants Friedman and Implant furnished insufficient opportunity for Plaintiff to comprehend what their ulterior plans consisted of, as more specifically described herein.

57. That rescission under common law is used to rectify the damage to Plaintiff under these circumstances to place the Plaintiff in the position she was prior to April 23, 2025. Important in the Court's consideration will be the fact that Defendants Friedman and Implant did not render services to the Plaintiff above and beyond the advertised free consultation.

58. That Florida law does not permit one party who has overreached and gained an unjust and undeserved advantage to secure enforcement of a claim even though the victimized party may have acted stupidly. See *Peacock Hotel, Inc. vs. Shipman*, 103 Fla. 633, 138 So. 44 (1931).

59. That by reason of the premises, Plaintiff respectfully requests this Honorable Court to assert its equitable powers to rescind the Arrangement of April 23, 2025.

IX. SIXTH CAUSE OF ACTION

Unjust Enrichment Claim Against Defendants Friedman and Implant

60. That the Plaintiff incorporates paragraphs 1-25 as though fully stated herein.

61. That Defendants Friedman and Implant, by refusing to refund any and all sums advanced to them by Chase, have become unjustly enriched at the expense of Plaintiff herein and should refund any such unjust gains to the Plaintiff and to Defendant Chase.

62. That by reason of the premises, Plaintiff demands judgment against Defendants Friedman and Implant in the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, together with interest, costs and disbursements.

X. SEVENTH CAUSE OF ACTION

Declaratory Relief Against Defendant Chase

63. That the Plaintiff incorporates paragraphs 1-47 as though fully stated herein.

64. That the Defendant Chase has demanded that Plaintiff pay them the sum of \$10,000.00 plus late fees and interest.

65. That the said demand for payment by Defendant is the direct result of Chase's reliance upon the unconscionable and canceled Agreement prepared by the Defendants Friedman and Implant.

66. That Plaintiff will only be able to achieve the relief she seeks if the Court renders null and void and unenforceable, as a court of Equity, the payment demand of Defendant attached hereto as Exhibit B.

67. That Defendant Chase, by reason of the premises, is obligated to the Plaintiff for compensatory damages in the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, together with interest, costs and disbursements.

XI. SEVENTH CAUSE OF ACTION

Declaratory Relief and Punitive damages Against Defendant Chase

68. That Plaintiff incorporates paragraphs 1-50 as if set forth at length herein.

69. That Defendant Chase, by virtue of the premises herein, is a debt collector with certain responsibilities under the Fair Debt Collection Practices Act.

70. That Defendant Chase is strictly liable for engaging in unlawful practices when collecting medical bills such as exists in the action at bar.

71. That Defendant Chase is forbidden from collecting unsubstantiated medical bills.

72.. That Defendant Chase has specifically violated 12 CFR Part 1006 by engaging in collection efforts for amounts for services not received by Plaintiff.

73. That by virtue of the premises, Plaintiff seeks a court order permanently prohibiting Defendant Chase from attempting to collect sums of money from Plaintiff based upon the attached Exhibit B.

74. That by reason of the premises, Plaintiff demands punitive damages against Defendant Chase in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, costs and disbursements.

XII. EIGHTH CAUSE OF ACTION

Punitive Damages and Equitable Relief Against Defendant Chase

75. That by virtue of the premises herein, the Defendant Chase has been responsible for damaging the Plaintiff's credit rating with the major credit reporting agencies.

76. That the Court in its function as a court of equity, is requested to order Defendant Chase to remove all negative inferences against Plaintiff as may be lodged with the major credit reporting agencies.

77. That Defendant Chase has been advised on numerous occasions as to the nature of the fraud, deception, and misconduct of Defendants Friedman and Implant in connection with the Arrangement of April 23, 2025.

78. That by virtue of the premises herein the defendant Chase is liable to Plaintiff for punitive damages in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, costs and disbursements.

XIII. RELIEF SOUGHT

79. Plaintiff alleges that she has made out causes of action for declaratory judgment to nullify and declare as unenforceable the two documents at bar: (a) the Arrangement prepared by Defendants Friedman and Implant as well as the (b) demand for payment rendered by Defendant Chase.

80. That Plaintiff has incurred significant legal fees and expenses in the bringing of this action.

81. That Plaintiff has no alternative but to seek the intervention of the Court as the enforcement actions of Defendant Chase are immediate and ongoing.

82. That Plaintiff requests a jury trial on all causes of action herein.

WHEREFORE, Plaintiff JOAN ZIMMERMAN requests this Honorable Court to take immediate jurisdiction in this matter and issue Orders:

- (a) ON THE FIRST CAUSE OF ACTION -- Nullifying and declaring void and refusing to enforce the April 23, 2025 Arrangement on the basis of the unconscionability of said Arrangement at the time it was made, pursuant to FL Stat. 672.302.
- (b) ON THE SECOND CAUSE OF ACTION – Awarding Plaintiff compensatory damages against Defendants Friedman and Implant in the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, together with interest, costs and disbursements.
- (c) ON THE THIRD CAUSE OF ACTION – Awarding Plaintiff punitive damages

- (d) against Defendants Friedman and Implant in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, costs and disbursements.
- (e) ON THE FOURTH CAUSE OF ACTION – Adjudicating that Plaintiff effectively cancelled the Agreement of April 23, 2025 and has incurred no legal liability arising from same.
- (f) ON THE FIFTH CAUSE OF ACTION – As a Court of Equity, granting Plaintiff the remedy of rescission and cancellation of the Arrangement of April 23, 2025.
- (g) ON THE SIXTH CAUSE OF ACTION – Awarding Plaintiff compensatory damages against Defendants Friedman and Implant in the sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, together with interest, costs and disbursements.
- (h) ON THE SEVENTH CAUSE OF ACTION – Adjudicating that Defendant Chase’s attempts to collect medical-related bills in the absence of services provided by Defendants Friedman and Implant may not be enforced and awarding Plaintiff punitive damages against Defendant Chase in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, costs and disbursements.
- (i) ON THE EIGHTH CAUSE OF ACTION – Adjudicating that Defendant Chase is responsible to rectify Plaintiff’s greatly damaged credit rating score and awarding Plaintiff punitive damages against Defendant Chase in the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, together with interest, costs and disbursements.
- (j) Granting Plaintiff an award of attorney fees.
- (k) Awarding Plaintiff costs, disbursements and interest associated with this action.
- (l) Granting Plaintiff a jury trial on all causes of action herein.
- (m) For such other and further relief as to this Honorable Court may seem just and proper.

Dated: December 5, 2025

Respectfully submitted, 

WARREN C. HERLAND (FL Bar: 186832)
Attorney for Plaintiff
PO Box 4054
Boynton Beach, FL 33424
E-Mail: wcherland@hotmail.com
Tel. (718) 710-1920

EXHIBIT A



PROSTHODONTICS, IMPLANT & COSMETIC DENTISTRY

www.onesolutionnow.com

FINANCIAL ARRANGEMENT

Patient Name: Joan Zimmerman

Date: 4/23/2025

Treatment Being Performed: Extraction of remaining upper teeth, Upper 4-6 implants with permanent acrylic hybrids followed by our "OneSolution" zirconia hybrid. Includes IV Sedation and 3 years of complimentary cleanings- 3 per year-they do not roll over.

Patients may upgrade to do Lower arch for an additional \$15,000 within the first 12 months.

This treatment plan includes all promotional offers and reflects the final treatment cost for the services listed.

Total cost of treatment: \$30,000 discounted \$7,500=Total \$22,500

Cancellation Policy: The initial payment of \$10,000 is to start the case and is non-refundable. It includes the diagnostic x-rays (individual CT scan), diagnostic impressions and casts of my teeth, and the preparation of the case via our lab technician and the coordination & reservation of my surgical appointment. Second Payment \$12,500 due on 4/23/2025.

The practice reserves the right to charge 50% of the total case fee if your surgical appointment is broken within less than 72 business hours not including holidays. \$3 initial.

By signing this document, I agree that I was given a chance to ask questions, and the dentist has answered all my questions to my satisfaction. I certify that I have read and fully understand this treatment agreement and I agree to this procedure and the cancellation policy.

Patient's Signature: _____

Date: 4-23-2025

Witness's Signature: _____

Date: 4-23-2025

EXHIBIT B

000002 FIS33339 C 4
0480 INS18558

N Z 03 25/11 03

Page 1 of 2

05058 MA MA 87800

307100C0040008780001

This Statement is a Facsimile - Not an original

MileagePlus
UNITED 

P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

The Past Due
amount of \$1,255.00 is
included in your
Minimum Payment.

Payment Due Date: 11/28/25
New Balance: \$11,138.87
Minimum Payment Due: \$1,664.00

Account number: [REDACTED]

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

67800 BEX Z 30725 C

JOAN E ZIMMERMAN
RD. [REDACTED]
FL [REDACTED]

CARDMEMBER SERVICE
PO BOX 1423
CHARLOTTE NC 28201-1423

⑆ 5000 160 28⑆ 2386 1935 25 220 2⑆

NOT A CERTIFIED COPY

EXHIBIT C

-  Inbox
-  Starred
-  Sent
-  Drafts
-  Folders
- ...

 Sent

Cancellation of Contract for dental services dated 4-23-25


Yahoo

To: Pbdentalspecialists, and 1 other · Thu, Apr 24 at 4:19 PM ✓

Attn: Mr. John Paul, Coordinator
Eli Friedman D.M.D.

Dear Mr. Paul and Dr. Friedman,

I am exercising my statutory right to cancel the contract for the services mentioned above, effective immediately. However, I am willing to negotiate for snap-on teeth.

Very Truly,
Joan Zimmerman


-  Inbox
-  Starred
-  Sent
-  Drafts
-  Folders
- ...

 Sent

Amendment to Letter of Cancellation date 4-24-25

Yahoo

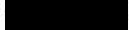
To: Pbdentalspecialists, Cc: Warren · Sat, Apr 26 at 11:00 PM ✓

Attn: Mr. John Paul, Coordinator
Eli Friedman D.M.D.

Dear Mr. Paul and Dr. Friedman,

I just wanted to let you know that I no longer wish to negotiate for snap-on teeth.

I expect a total refund in the sum of \$10,000.00.

Very truly yours,
Joan Zimmerman
DOB: 

NOT A CERTIFIED COPY

EXHIBIT D



5505 Red Rock Lane
Lincoln, NE 68516
402-323-8045

June 25, 2025

Via USPS and secure email: [REDACTED]

JOAN ZIMMERMAN
4739 GREENTREE RD APT A
BOYNTON BEACH FL 33436-4154

RE: Loan [REDACTED] Cancellation

Dear Ms. Zimmerman,

Thank you for inquiring about your loan with Proceed Finance. I am writing to you to confirm a full investigation has been completed. Security First Bank (SFB) has taken the below described steps regarding your loan.

1. SFB has cancelled your loan # [REDACTED], you have no further obligation to SFB; and
2. SFB will remove all information reported to any credit reporting agencies by SFB.

It is my hope that these actions by SFB bring you the resolution you are looking for. If that not the case, please feel free to contact me at: trischling@security1stbank.com or 402-421-6337.

This letter and settlement does not constitute an admission by SFB of any violation of federal, state, or local law, ordinance, or regulation or of any violation of the SFB's policies or procedures or of any liability or wrongdoing whatsoever.

Sincerely,

A handwritten signature in black ink, appearing to read 'Todd Rischling'.

Todd Rischling
General Counsel
Security First Bank

CC: Warren C Herland, Greg Hogenmiller Proceed Finance, Nebraska Department of Banking and Finance

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

JOAN ZIMMERMAN,

Plaintiff,

vs.

JPMORGAN CHASE BANK, N.A.,

ONE SOLUTION DENTAL IMPLANT

CENTERS, LLC and ELI FRIEDMAN, DMD,

Defendants.

NOTICE OF DESIGNATION OF E-MAIL ADDRESS

The undersigned attorney for Plaintiff, Joan Zimmerman, hereby designates the following Primary e-mail address for e-service pursuant to Florida Rules of Judicial Administration 2.516(b)(1)(A). All correspondence on this case should also be sent to the below designated e-mail address:

wcherland@hotmail.com



WARREN C. HERLAND

FL Bar: 186832

Attorney for Plaintiff JOAN ZIMMERMAN

PO Box 4054

Boynton Beach, FL 33424

E-Mail: wcherland@hotmail.com

Tel. (718) 710-1920