

IN THE COUNTY COURT OF THE  
TWENTIETH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

CASE NO. 2018-SC-001768

David Edward Howe,

Plaintiff,

v.

Enterprise Holdings, Inc.,

Defendant.

I

**PRO SE PLAINTIFF DAVID EDWARD HOWE'S MOTION TO TRANSFER 2018-  
SC-001768 TO REGULAR CIVIL DOCKET WITH JURY DEMAND**

COMES NOW PRO SE PLAINITFF AND NON-ATTORNEY DAVID EDWARD HOWE, by and through himself, and respectfully requests this court, through judicial action and approval, transfer the above referenced SMALL CLAIMS CASE TO THE Regular Civil Docket IN THE COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR LEE COUNTY, FLORIDA.

The Plaintiff is making this request in response to Defendant Enterprise Holdings' National Car Rental's RESPONSE to Subpoena Duces Tecum filed with this court in which the Defendants admits the status of critical evidence is as follows: 'None in the care, custody or control of National Car Rental.'

The Plaintiff argues that Florida law provides a constitutional right to full redress of injury and access to a fair trial. To ensure those rights including a fair trial with a jury of peers, and based on the

Defendant's RESPONSE to the otherwise reasonable and complete expectation to produce evidence which Defendant said was the basis for a financial demand against Plaintiff, a cause of action in the State of Florida for SPOLICATION OF EVIDENCE may exist against Defendant Enterprise Holdings' and its company National Car Rental for wrongfully and intentionally depriving Plaintiff Howe of said critical evidence. Plaintiff argues that Florida law makes clear that all parties knew or should have known to protect, safeguard, copy, duplicate, preserve, produce evidence which it knew would be part of a pending criminal and or civil litigation.

Furthermore, the Plaintiff has become aware of Unconscionability of Adhesion Contracts. The Plaintiff respectfully requests this court to consider the Unconscionability of the Rental Terms and to specifically set aside the 'Forced Arbitration' and 'Small Claims' provisions based on Unconscionability of Rental Terms and also as a direct violation of Florida's Deceptive and Unfair Trade Practices Act (FDUTPA). The Plaintiff desires to prove to the court and a jury of peers that the Defendant's actions are particularly predatory and unlawful and based on false statements and intentional cover up. The Plaintiff argues that without a court of proper jurisdiction, including commensurate jury verdicts that may result after evidence has been submitted and following decision of the jury, the Unconscionability and FDUTPA violations result in Constitutional Due Process harms against the Plaintiff and the public at large.

Plaintiff and PRO SE Claimant David Edward Howe initially filed this action in Federal Court but was granted a VOLUNTARY DISMISSAL WITHOUT PREJUDICE. The decision to dismiss was based on Plaintiff's perception

of 'Forced Arbitration' and followed a review of audio evidence in which the Defendant advised the Plaintiff that no right of due process in a Court of Law exists based on the adhesion contract apparently entered into by Plaintiff Howe.

WHEREFORE, Plaintiff David Edward Howe respectfully requests the COURT to consider the motion and transfer Case 2018-SC-001768 to the Regular Docket with a demand for jury trial.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on May 22, 2018, I electronically filed the foregoing with the Clerk of the Court using the ECF system. I further certify that a true and correct copy hereof has been furnished via email to Enterprise Holdings Counsel of Record.

//David E. Howe

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