

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.

PATRICIA ANN KLEIN, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

DUANE MORRIS LLP, RUTH P. CLAYTON,
and DANIELLE RUNDLETT BURNS,

Defendants.

CLASS ACTION COMPLAINT and JURY DEMAND

1. On behalf of plaintiff and a putative class, Plaintiff, Patricia Ann Klein, alleges violations of the *Fair Debt Collection Practices Act*, 15 U.S.C. §1692 *et seq.* (“FDCPA”), and the *Florida Consumer Collection Practices Act*, Section 559.72, *Florida Statutes* (“FCCPA”).

JURISDICTION AND VENUE

2. This Court has jurisdiction under the *Fair Debt Collection Practices Act* pursuant to 28 U.S.C. §1331 and 15 U.S.C. §1692k, and supplemental jurisdiction pursuant to 28 U.S.C. §1367.
3. Venue in this District is proper because Plaintiff resides here and Defendants conduct business in this District.

PARTIES

4. Plaintiff, Patricia Ann Klein (“Plaintiff”), is a natural person and citizen of the State of Florida, residing in Indian River County, Florida.
5. Defendant, Duane Morris LLP (“Duane Morris”), is a Delaware Limited Liability Partnership and law firm engaged in the business of collecting consumer debts through litigation, which operates from offices located at 1875 NW Corporate Boulevard, Suite 300, Boca Raton, Florida 33431.
6. Defendant, Ruth P. Clayton, Esq. (“Clayton”), is a commercial litigation attorney who focuses her practice in the area of creditors’ right law and represents banks in foreclosure litigation. Clayton is employed by Duane Morris LLP in its Boca Raton, Florida office.
7. Defendant, Danielle Rundlett Burns, Esq. (“Burns”), is an attorney who focuses her practice in the area of consumer collection matters for lenders in loan default actions and contested foreclosures. Burns is employed by Duane Morris LLP in its Boca Raton, Florida office.
8. Defendants Duane Morris, Clayton, and Burns shall hereafter be collectively referred to as “Defendants.”
9. Defendants regularly use the United States Postal Service and telephone in the collection of consumer debt.
10. Defendants regularly collect or attempt to collect debts through litigation for other parties. Defendants are “debt collectors” as defined in the *FDCPA* and *FCCPA*.
11. At all times material to the allegations of this Complaint, Defendants were acting as debt collectors with respect to the collection of Plaintiff’s alleged debt.

12. Clayton, by causing to be mailed the April 25, 2019 Letter (as outlined below), and by sending the Demand Letter (as defined below), was independently acting as a debt collector.
13. Burns, by signing the Value of Real Property or Mortgage Foreclosure Claim (as outlined below), was independently acting as a debt collector.
14. Duane Morris LLP is vicariously liable for the actions of both Clayton and Burns.

FACTUAL ALLEGATIONS

15. Defendants sought to collect a consumer debt from Plaintiff arising from an alleged delinquency on the mortgage and note for her primary residence. The home was not acquired for, nor has ever been used for any commercial purpose. The debt was a consumer debt, incurred primarily for personal, household or family use.
16. On April 22, 2019, Defendant Duane Morris caused to be filed a Verified Complaint for foreclosure against Plaintiff, on behalf of TD Bank, N.A., in the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida (the "Complaint"). The Complaint was signed by Burns.
17. On April 22, 2019, Burns signed and filed with the Circuit Court a form titled "Value of Real Property or Mortgage Foreclosure Claim" ("Claim Form"). (Attached hereto as "Exhibit 1"). The Claim Form stated that the "Principal Due" was \$75,415.08, and the "Interest Owed" was \$661.14, for a "Total Estimated Value of Claim" of \$76,076.22.
18. On or about April 19, 2019, Defendant Duane Morris mailed Plaintiff a letter seeking to collect an alleged debt from Plaintiff (the "Demand Letter") (Attached hereto as "Exhibit 2").

19. The Demand Letter stated that Duane Morris had been engaged to initiate a lawsuit to foreclose on Plaintiff's mortgage. The Demand Letter also stated, "At this time, no attorney with this firm has personally reviewed the particular circumstances of your account." April 19, 2019 was a Friday. The Verified Complaint was filed the following Monday. The Verified Complaint was drafted prior to the April 19, 2019 Demand Letter as page 9 of the Verified Complaint was verified by an officer of TD Bank, N.A. on April 15, 2019, four days prior to the date of the Demand Letter.
20. The Demand Letter was addressed to Plaintiff but contained an incorrect greeting, by stating, "Dear John and Susan Marshall."
21. On April 25, 2019, a Notice of Appearance was filed in the foreclosure matter by Leo W. Desmond on behalf of Patricia Ann Klein and served via the Florida ePortal System on Defendants Duane Morris and Burns. (Attached hereto as "Exhibit 3").
22. Klein also filed, by and through counsel, on April 25, 2019, her "Notice of Dispute Pursuant to *15 U.S.C. Section 1692, et seq.*" and served same upon Defendants Duane Morris and Burns via the Florida ePortal System. (Attached hereto as "Exhibit 4").
23. The Demand Letter, according to records from the United States Postal Service, was sent by Defendant Clayton. (Attached hereto as "Exhibit 5").
24. On April 25, 2019 at 10:08 AM, Leo W. Desmond, Esq. notified Defendants Duane Morris and Clayton, via email, that he was representing Klein in the foreclosure litigation and disputed the debt and demanded a verification pursuant to the *FDCPA*. Desmond also stated to Defendants Duane Morris and Clayton that the Demand

Letter was addressing John and Susan Marshall, not Plaintiff. (Attached hereto as “Exhibit 6”).

25. At 3:26 PM on April 25, 2019, Defendants Duane Morris and Clayton sent Desmond an email (attached hereto as “Exhibit 7”) containing a revised letter. (The “Second Demand Letter” attached hereto as “Exhibit 8”).

26. The Second Demand Letter was also addressed to “Patricia Ann Klein” at 5151 Highway A1A, Apt. 504, Vero Beach, Florida 32963.” The Second Demand Letter also stated, “At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.”

27. The Second Demand Letter was sent to Klein directly by Defendants Duane Morris and Clayton via FedEx Priority Overnight Delivery, despite knowing that Klein was being represented by counsel.

28. Both the Demand Letter and the Second Demand Letter state, in pertinent part:

(3) The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.

29. The Demand Letter and the Second Demand Letter were Defendants’ Duane Morris and Clayton’s initial communication with Plaintiff with respect to the debt alleged herein.

30. *15 U.S.C. §1692g* states:

Validation of debts.

(a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the

initial communication or the consumer has paid the debt, send the consumer a written notice containing –

- (1) The amount of the debt;
- (2) The name of the creditor to whom the debt is owed;
- (3) A statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the **debt collector**; (emphasis added)
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

CLASS ACTION ALLEGATIONS

31. This action is brought on behalf of a class consisting of (i) all persons with addresses in the State of Florida (ii) to whom initial written communications were sent that contained the phrase **“The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.”** (iii) in an attempt to collect a debt incurred for personal, family, or household purposes (iv) during the one year period prior to the filing of the original complaint in this action through the date of certification.
32. Plaintiff alleges on information and belief, based upon the Defendants' use of the phrase **“The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be**

valid.” contained in letters sent to consumers, that the Class is so numerous that joinder of all members of the Class is impractical.

33. There are questions of law or fact common to the Class, which common issues predominate over any issues involving only individual Class members. The common factual issue common to each Class member was that they were sent an initial written communication containing the phrase “**The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**” The principal legal issue is whether Defendants’ wording violates the *FDCPA* by misleading the least sophisticated consumer to believe that they were being given their validation notice required by *15 U.S.C. §1692g* after an initial communication by a debt collector.
34. Plaintiff’s claims are typical of those of the Class members. All are based on the same facts and legal theories.
35. Plaintiff will fairly and adequately protect the interests of the Class. She has retained counsel experienced in handling actions involving unlawful practices under the *FDCPA* and class actions. Neither Plaintiff nor her counsel has any interests which might cause her not to vigorously pursue this action.
36. Certification of the Class under *Rule 23(b)(3)* of the *Federal Rules of Civil Procedure* is also appropriate in that:
- (1) The questions of law or fact common to the members of the class predominate over any questions affecting an individual member.

(2) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

37. Plaintiff requests certification of a class under *Rule 23(b)(3), Federal Rules of Civil Procedure*, for monetary damages; her appointment as Class Representative; and that her attorney, Leo W. Desmond, be appointed as Class Counsel.

COUNT I

VIOLATION OF 15 U.S.C. §1692g(a)(3) (Individually and on Behalf of all Others Similarly Situated Against Duane Morris LLP Only)

38. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.

39. After an initial communication with Plaintiff, pursuant to *15 U.S.C. §1692g(a)(3)*, the Defendant Duane Morris must provide the Plaintiff with:

[A] statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.

40. Defendant Duane Morris sent the Demand Letter to Plaintiff and substantially similar demand letters to members of the Class, in an attempt to collect a consumer debt.

41. The Demand Letter was an initial communication between Defendant Duane Morris and Plaintiff. Plaintiff did not receive a correct statement of her rights to dispute the debt within five days of the initial communication by Defendants.

42. By claiming to have given notice to Plaintiff of her rights under *15 U.S.C. §1692g(a)*, Defendant Duane Morris has misled Plaintiff and taken away the right of Plaintiff to be given correct information regarding her statutory rights relating to the *FDCPA* protection afforded to consumers.

43. The wording included in the Demand Letter is misleading and false as it states “**the debt will be assumed to be valid.**” (emphasis in original). *15 U.S.C. §1692g(a)(3)* requires debt collectors to notify the debtor that “the debt will be assumed to be valid by the **debt collector.**” (emphasis added).
44. The Demand Letter incorrectly states the presumption of validity as pronounced by *15 U.S.C. §1692g(a)(3)*. The Demand Letter would be deceptive to the least sophisticated consumer with regard to his or her rights and therefore violates *15 U.S.C. §1692g(a)* as well as *15 U.S.C. §1692e(10)*.
45. As a result of Defendant Duane Morris’s conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.
46. As a result of Defendant Duane Morris’s conduct, Plaintiff and the Class are entitled to an award of costs and attorney’s fees pursuant to *15 U.S.C. §1692k*.

COUNT II

VIOLATION OF 15 U.S.C. §1692g(a)(3) (Individually Against Ruth P. Clayton)

47. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
48. After an initial communication with Plaintiff, pursuant to *15 U.S.C. §1692g(a)(3)*, the Defendant Clayton must provide the Plaintiff with:
- [A] statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.
49. Defendant Clayton sent the Second Demand Letter to Plaintiff on behalf of TD Bank, N.A., in an attempt to collect a consumer debt.
50. The Second Demand Letter is a communication between Defendant and Plaintiff.

51. By claiming to have given notice to Plaintiff of her rights under *15 U.S.C.*

§1692g(a), Defendant Clayton has attempted to mislead Plaintiff into believing that the Second Demand Letter contained the proper notice required under the *Fair Debt Collection Practices Act*.

52. *15 U.S.C. §1692g* states:

Validation of debts.

(a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be **valid by the debt collector**; (emphasis added)
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

53. The wording included in the Second Demand Letter is misleading and false as it states “**the debt will be assumed to be valid.**” (emphasis in original). *15 U.S.C. §1692g(a)(3)* requires debt collectors to notify the debtor that “the debt will be assumed to be valid by the **debt collector.**” (emphasis added).

54. The Second Demand Letter incorrectly states the presumption of validity as pronounced by *15 U.S.C. §1692g(a)(3)*. The Second Demand Letter would be deceptive to the least sophisticated consumer with regard to his or her rights and therefore violates *15 U.S.C. §1692g(a)* as well as *15 U.S.C. §1692e(10)*.
55. As a result of Defendant Clayton's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.
56. As a result of Defendant Clayton's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

COUNT III

VIOLATION OF 15 U.S.C. §1692c(a)(2) (Individually Against Duane Morris LLP and Ruth P. Clayton)

57. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
58. *15 U.S.C. §1692c(a)(2)* states:

(a) Communication with the consumer generally
Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with collection of any debt-

XXXX

- (2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer;
59. Plaintiff did not give consent to Defendants Duane Morris and/or Clayton to be contacted directly regarding the alleged debt.

60. Plaintiff's foreclosure defense counsel did not give consent to Defendants Duane Morris and/or Clayton to communicate with Plaintiff directly regarding the alleged debt.
61. No court of competent jurisdiction gave Defendants Duane Morris and/or Clayton express permission to communicate directly with Plaintiff regarding the alleged debt.
62. Defendants Duane Morris and Clayton had actual knowledge of Plaintiff's counsel's name and address as evidenced by Defendants Duane Morris's and Clayton's correspondence sent to and from Leo W. Desmond on April 25, 2019.
63. The Second Demand Letter, dated April 25, 2019, sent directly to Plaintiff seeking payment of an alleged debt, violated *15 U.S.C. §1692c(a)(2)*, as Defendants Duane Morris and Clayton knew Plaintiff was represented by counsel and no consent was given to Defendants Duane Morris and Clayton to communicate directly with Plaintiff regarding the alleged debt.
64. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*, from each of them.
65. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*, from each of them.

COUNT IV

**VIOLATIONS OF 15 U.S.C. §1692(e)
(Individually and on Behalf of All Others Similarly Situated
Against Defendant Duane Morris LLP)**

66. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.

67. *15 U.S.C. §1692(e)* states, in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

XXXX

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

68. Defendant Duane Morris sent the Demand Letter to Plaintiff in connection with the collection of a consumer debt.

69. Defendants' statement "**The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**" is misleading and confusing and an incorrect pronouncement of *15 U.S.C. §1692g(a)(3)*.

70. Pursuant to the *FDCPA*, Plaintiff is entitled to be free from the use of false, deceptive or misleading means in Defendant Duane Morris's attempt to collect a debt from Plaintiff.

71. The Demand Letter falsely and misleadingly pronounces both Plaintiff's rights and the rights of the Class to dispute the debt and if the debt is not disputed, who or whom may believe that the debt is valid, and has acted to take from Plaintiff and the Class the valuable rights afforded to them pursuant to *15 U.S.C. §1692g(a)(3)*.

72. As a result of Defendant Duane Morris's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

73. As a result of Defendant Duane Morris's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

COUNT V

VIOLATIONS OF 15 U.S.C. §1692(e)
(Individually Against Defendant Ruth P. Clayton)

74. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.

75. *15 U.S.C. §1692(e)* states, in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

XXXX

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

76. Defendant Clayton sent the Second Demand Letter to Plaintiff in connection with the collection of a consumer debt.

77. Defendants' statement "**The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**" is misleading and confusing and an incorrect pronouncement of *15 U.S.C. §1692g(a)(3)*.

78. Pursuant to the *FDCPA*, Plaintiff is entitled to be free from the use of false, deceptive or misleading means in Defendant Clayton's attempt to collect a debt from Plaintiff.

79. The Second Demand Letter falsely and misleadingly pronounces both Plaintiff's rights and the rights of the Class to dispute the debt and if the debt is not disputed,

who or whom may believe that the debt is valid, and has acted to take from Plaintiff and the Class the valuable rights afforded to them pursuant to *15 U.S.C. §1692g(a)(3)*.

80. The Second Demand Letter contained the sentence “At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.” This statement was false and misleading as the Verified Complaint filed on April 22, 2019 contained a verification of the contract and facts dated April 15, 2019 by Nancy Harman, who is an officer of TD Bank, N.A. (Attached hereto as “Exhibit 9”).
81. The Second Demand Letter was sent directly to Klein in connection with an attempt to collect a consumer debt from Klein.
82. As a result of Defendant Clayton’s conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.
83. As a result of Defendant Clayton’s conduct, Plaintiff is entitled to an award of costs and attorney’s fees pursuant to *15 U.S.C. §1692k*.

COUNT VI

VIOLATIONS OF 15 U.S.C. §1629(e) (Individually Against Defendant Danielle Rundlett Burns)

84. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
85. *15 U.S.C. §1692(e)* states, in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

86. Pursuant to the *FDCPA*, Plaintiff is entitled to be free from the use of false, deceptive or misleading means in Defendant Burns's attempt to collect a debt from Plaintiff.

87. *Section 28.241(2)(b), Florida Statutes*, states, in pertinent part:

b. A party shall estimate in writing the amount in controversy of the claim upon filing the action. For purposes of this subparagraph, the value of a mortgage foreclosure action is based upon the principal due on the note secured by the mortgage, plus interest owed on the note and any moneys advanced by the lender for property taxes, insurance, and other advances secured by the mortgage, at the time of filing the foreclosure.

88. Defendant Burns caused to be filed the Value of Real Property or Mortgage Foreclosure Claim Form stating that the principal due at the time of the filing of the Verified Complaint on April 22, 2019 was \$75,415.08. This amount was incorrect.

89. The Value of Real Property or Mortgage Foreclosure Claim Form was an indirect communication with Plaintiff that misstated the amount of the loan principal due to T.D. Bank, N.A. by Klein on her mortgage loan.

90. The amount stated in the Value of Real Property or Mortgage Foreclosure Claim Form is inconsistent with the amount stated in the Demand Letter or the Second Demand Letter and contains a materially significant difference in amounts.

91. As a result of Defendant Burns's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

92. As a result of Defendant Burns's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

COUNT VII

VIOLATIONS OF SECTION 559.72(18), FLORIDA STATUTES
(Individually Against Duane Morris and Ruth P. Clayton)

93. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
94. On April 25, 2019 at 3:26 PM, Duane Morris and Clayton sent the Second Demand Letter, via FedEx Overnight Delivery, directly to Patricia Ann Klein, despite knowing that she was represented by counsel. The creation of time of the Federal Express label was April 25, 2019 at 1:13 PM.
95. The April 25, 2019 letter to Klein was actually delivered directly to Klein and read by Klein after Duane Morris and Clayton were made aware that Klein was represented by counsel.
96. *Section 559.72(18), Florida Statutes*, states:

559.72 Prohibited practices generally.-

In collecting consumer debt, no person shall:

xxx

(18) Communicate with a debtor if the person knows that the debtor is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the debtor's attorney fails to respond within 30 days to a communication from the person, unless the debtor's attorney consents to a direct communication with the debtor, or unless the debtor initiates the communication.

97. *Section 559.77, Florida Statutes*, allows for a private right of action against any person who violates *Section 559.72, Florida Statutes*.
98. Plaintiff did not initiate a communication with either Defendant Duane Morris or Defendant Clayton.

99. Plaintiff's undersigned counsel did not give Defendant Duane Morris or Defendant Clayton consent to directly communicate with Klein.

100. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *Section 559.77, Florida Statutes*, from each of them.

101. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *Section 559.77, Florida Statutes*, from each of them.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

- a. An Order certifying this matter as a class action and appointing Patricia A. Klein as Class Representative;
- b. An Order appointing Leo W. Desmond as Class Counsel;
- c. Statutory damages for Plaintiff and the Class pursuant to *15 U.S.C. §1692k* and *Section 559.77, Florida Statutes*;
- d. Attorney's fees, litigation expenses and costs of the instant suit; and
- e. Such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff demands a trial by jury.

Dated: May 31, 2019

Respectfully submitted,

/s/ Leo W. Desmond

Leo W. Desmond, Esquire

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