

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

**PHILLIP KURILCHIK**, individually  
and on behalf of a class of persons  
similarly situated,

Case Number:

Plaintiff,

v.

**TOLL BROS., INC.**,

Defendant.

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**CLASS ACTION COMPLAINT**

Plaintiff, PHILLIP KURILCHIK (“Plaintiff”), on behalf of himself and all others similarly situated, brings suit against Defendant, TOLL BROS., INC. (“Toll Brothers” or “Defendant”), upon information and belief, as follows:

**Introduction**

1. This is a class action brought pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.* and the Federal Declaratory Judgment Act, 28 U.S.C. § 2201.

2. Defendant Toll Bros., Inc. (“Toll Brothers”) is a Pennsylvania corporation with its principal place of business at 250 Gibraltar Road, Horsham, PA 19044. Toll Brothers is a wholly owned subsidiary of Toll Brothers, Inc., which is the corporate pinnacle of a set of wholly-owned subsidiaries. Toll Brothers is the

corporate entity through which Toll Brothers, Inc. effectuates the common policies and practices and conduct of its subsidiaries.

3. Toll Brothers is a Fortune 500 home construction company that frequently builds communities centered around a golf course and country club.

4. A division of Toll Brothers, Toll Golf & Country Club (“Toll Golf”) owns the country clubs that these communities are centered around, such as: Oak Creek Golf Club (Maryland), Belmont Country Club (Virginia), Dominion Valley Country Club (Virginia), Regency at Dominion Valley Country Club (Virginia), Hasentree (North Carolina), Brier Creek Country Club (North Carolina), Jupiter Country Club (Florida), and Parkland Golf & Country Club (Florida). Each of these country clubs are their own distinct entity that is wholly owned and operated by Toll Golf, a division of Toll Brothers. As used here, “Toll Brothers” shall refer to the joint activities of Toll Brothers and its Toll Golf & Country Club division.

5. Upon information and belief, the declaration of covenants for the homes built around Toll Brothers owned country clubs require the homeowners to purchase a country club social membership, at a minimum. The country club membership payments are made to the country club entity, not to Toll Golf nor Toll Brothers. Instead, Toll Brothers collects the country club membership fees on behalf of the Toll Golf owned country club entities, by regularly issuing monthly statements to country club members from a Toll Brothers e-mail account.

6. In the years following the 2008 financial crisis, many homeowners subject to a covenant requiring them to purchase a Toll Golf owned country club

social membership suffered financial hardship, and were subsequently granted Chapter 7 bankruptcy discharges.

7. Despite the discharge, Toll Brothers continues to seek monthly Country Club fees from the discharged debtors under the misguided belief that Country Club fees are exempt from bankruptcy discharge.

8. To the contrary, country club social membership dues are not a debt excluded from Chapter 7 discharge under 11 U.S. Code § 523 (a) (16). As a result, these amounts are not owed by Chapter 7 discharged debtors, like Plaintiff.

9. This action arises out of Toll Brothers illegal efforts as a “debt collector,” as that term is defined by 15 U.S.C. § 1692a (6) to collect consumer debts on behalf of the Toll Golf owned country clubs, who are the original creditor of the debts. Specifically, Toll Brothers regularly attempts to collect country club membership debts previously discharged by order of a federal bankruptcy court in violation of the Federal Debt Collection Practices Act.

### **Jurisdiction and Venue**

10. This Court has jurisdiction over the Plaintiff’s claims pursuant to 28 U.S.C. § 1331(b), 15 U.S.C. § 1692k, 28 U.S.C. §§ 2201(a) and 28 U.S.C. § 1334(b).

11. This Court has personal jurisdiction over Toll Brothers because it conducts business throughout the State of Virginia.

12. Venue is appropriate under 28 U.S.C. § 1391 since Plaintiff owns property in this District and the conduct complained of occurred in this District.

### **Parties**

13. PHILLIP KURILCHIK, is a natural person and owns property in Ashburn, Virginia. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3) because he is a natural person allegedly obligated to pay a consumer debt.

14. Defendant, Toll Bros., Inc. is Pennsylvania corporation, with a principle place of business at 250 Gibraltar Rd., Horsham, PA 19044.

### **Factual Allegations**

15. Sometime in 2006, Plaintiff purchased the property known as 43108 Baltusrol Terrace, Ashburn, Virginia 20147, a Toll Brothers constructed golf community that is centered around Belmont Country Club.

16. The relevant Declaration, Covenants, and Conditions requires Plaintiff to purchase a Belmont Country Club social membership, which included a one-time \$2,600 membership fee, and thereafter a monthly fee of approximately \$100 paid to Belmont Country Club.

17. Belmont Country Club is wholly owned and operated by the Toll Golf & Country Club Division of Toll Brothers.<sup>1</sup> Since 1998, the Toll Golf has focused on both the development and daily operations of the Golf and Country Club amenities within Toll Brothers’ communities. As part of that operation, Toll Brothers collects the dues owed to its various country clubs.

18. Belmont Country Club is not a homeowner’s association, and does not provide essential living services to members. Instead, Belmont Country Club

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<sup>1</sup> <https://www.belmontcountryclub.com/membership/faqs>

provides exclusive access to a bar, restaurant, tennis court, golf course, swimming pool, and other amenities, depending on an individual's level of membership.

19. Because Plaintiff purchased the lowest level of Belmont Country Club membership, his access was restricted to the restaurant area. Plaintiff was not permitted to use the other amenities of the Belmont Country Club.

20. Plaintiff's Belmont Country Club membership was consumer "debt" as defined by 15 U.S.C. 1692a (5), because it was the obligation of a consumer to pay money arising out of a transaction in which the money and property which were the subject of the transaction were primarily for personal, family, or household purposes.

21. Belmont County Club is a separate and distinct legal entity created for the purpose of operating that particular location. Toll Brothers, has repeated this business model at all Toll Golf owned country clubs across the country so the monthly dues or fees are owed to the country club entity and not Toll Golf.

22. Although Plaintiff's Belmont Country Club social membership fee is owed to Belmont Country Club, Toll Brothers collects the debts on behalf of Belmont Country Club, and repeats this business strategy at all Toll Golf owned country clubs across the country. For example, Toll Brothers e-mails Plaintiff a monthly Belmont Country Club membership statement from its collections department at "BelmontAccounting@tollbrothers.com." Additionally, Plaintiff's Belmont Country Club membership statement directs any billing questions to Toll Brothers as debt

collector at “jdigello@tollbrothersinc.com.” **EXHIBIT A** (Plaintiff’s August 31, 2018 Belmont Country Club membership statement).

23. On or about January 31, 2013, Plaintiff filed a voluntary Chapter 7 petition in U.S. Bankruptcy Court, Northern District of Iowa. *In re Phillip Kurilchik*, Case No.: 3:13-bk-00111.

24. Additionally, on February 15, 2013 Plaintiff filed his Schedule G-Executory Contracts and Unexpired Leases, where he disclosed Toll Brothers as a party to a contract:

Toll Brothers  
250 Gibraltar Rd.  
Horsham, PA 19011

**Exhibit B.**

25. Plaintiff provided the following description of the Toll Brothers contract on Schedule G, “country club dues for Belmont Country Club, and contract with country club usage.” **Exhibit B.**

26. On May 15, 2013, Plaintiff was granted a Chapter 7 discharge. **Exhibit C** (Plaintiff’s Chapter 7 discharge).

27. Plaintiff’s Chapter 7 bankruptcy discharged order fully released Plaintiff from any obligation to pay the Belmont Country Club membership fee.

28. Plaintiff’s Belmont Country Club social club membership fees are not listed as an exception to discharge in 11 U.S. Code § 523 (a)(16). The exception only applies to homeowner’s association assessment fees, not country club social memberships:

A discharge under section 727, 1141, 1228(a), 1228(b), or 1328(b) of this title does not discharge an individual debtor from any debt—(16) for a fee or assessment that becomes due and payable after the order for relief to a membership association with respect to the debtor’s interest in a unit that has condominium ownership, in a share of a cooperative corporation, or a lot in a homeowners association, for as long as the debtor or the trustee has a legal, equitable, or possessory ownership interest in such unit, such corporation, or such lot, but nothing in this paragraph shall except from discharge the debt of a debtor for a membership association fee or assessment for a period arising before entry of the order for relief in a pending or subsequent bankruptcy case.

11 U.S. Code § 523 (a) (16)

29. The legislative history for 11 U.S. Code § 523 (a)(16) declares that its purpose is to protect homeowner’s associations from individuals filing for bankruptcy and continue to reap the benefit of the homeowner association’s essential services it provides to its members:

[A]ssociations may be unfairly burdened if members can file bankruptcy to discharge future assessments, but continue to reside on the property and receive benefits from the association.”

140 CONG. REC. S4526 (daily ed. Apr. 20, 1994) (statement of Sen. Strom Thurmond)

30. Despite knowledge and actual notice that Plaintiff’s Belmont Country Club social club membership debt was discharged and no longer valid, Toll Brothers, acting as a “debt collector,” as that term is defined by 15 U.S.C. § 1692a (6), collects consumer “debt” on behalf of its various country clubs, including Belmont Country Club. Specifically, Toll Brothers, acting as a debt collector, emails Plaintiff and all other country club members regular monthly “Statements” from the email account BelmontAccounting@tollbrothers.com. For Plaintiff specifically, Toll Brothers continues to seek upwards of \$10,000.00 from Plaintiff in complete

disregard for the bankruptcy discharge order. **Exhibit A** (Plaintiffs' August 31, 2018 Account Statement). The Account Statements sent by Toll Brothers seeking to collect on debts owed to its various country club entities, including but not limited to Belmont Country Club constitute an effort to collect a consumer debt and reference, "*Balance Forward*," "*Finance Charge*," "*Late Charge*," and "*Your account is 90 days past, due. Please remit payment immediately.*"

31. Moreover, the "Statement" section contains payment instructions, a payment amount, a payment deadline, and tear-away payment coupon. For example, Plaintiff's August 31, 2018 statement represents that Plaintiff is to pay \$9,583.42 as soon as possible ("Amount Due"). Please remit payment immediately. Per BCC policy, your acct. may be forwarded to our collection attorney"), and even includes a tear-away payment coupon containing a blank space for "Amount Paid," which shows Toll Brothers clearly contemplated payment from Plaintiff. **Exhibit A.**

32. Despite Plaintiff's bankruptcy discharge of his Belmont Country Club membership fees in May 2013, Toll Brothers continues to request Belmont Country Club membership payments from Plaintiff as of the date of filing this Complaint, and have every month since Plaintiff's discharge on May 15, 2013.

33. Toll Brothers possess no legal right to collect or attempt to collect any amount from the Plaintiff or putative class members for discharged Country Club fees.

34. Upon information and belief, Toll Brothers collects discharged country club membership debts on behalf of all Toll Golf owned country clubs.

35. Plaintiff's Belmont Country Club membership was for personal, family, or household purposes and it is therefore a "debt" as that term is defined under the FDCPA at 15 U.S.C. § 1692a (5) and under the FCCPA at Fla. Stat. § 559.55(6).

### Class Allegations

36. Plaintiff brings this claim pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of himself and a class defined as:

**Toll Golf Country Club Membership Class:** All consumers who: (a) purchased any country club membership that was owned and operated by Toll Golf; (b) were subsequently granted a discharge of the country club contract under 11 U.S.C. § 727 and (c) was thereafter sent by Toll Brothers at least one collection letter (via e-mail or regular mail) seeking to collect country club membership fees in substantially the same form as the Statement found in composite **Exhibit A**.

37. The class period for each claim in this Complaint is equivalent to the applicable statutes of limitations for each cause of action set forth below

38. Upon information and belief, Toll Brothers developed and regularly employs a business model and a computer-software platform where they systematically seek monetary recovery on discharged country club fees from

individuals who received bankruptcy discharges on the country club membership fees.

39. Upon information and belief, Toll Brothers developed and regularly employs a business model whereby they systematically send (via e-mail or regular mail) individuals correspondence demanding payment of amounts discharged in bankruptcy, including, but not limited to, periodic statements containing payment demands and detachable payment coupons in an effort to seek monetary recoveries on discharged debts.

40. The class is so numerous that joinder of all members is impractical. Toll Brothers routinely uses form "Statements" similar to Composite **Exhibit A** when attempting to collect on these discharged debts. The debts are not owed to Toll Brothers. Toll Brothers uses the same form "Statements" in connection with its collection efforts in hundreds if not thousands of instances. Given the percentage of consumers who filed for Bankruptcy as a result of the recent economic downturn and who received a country club "Statement" during the appropriate time frame, it is reasonable to presume that there are at least hundreds of class members.

41. There are questions of law and fact common to the classes which predominate over any questions affecting only individual members. The principal issues raised by this claim are whether Toll Brothers' collection efforts regarding discharged debts violate the FDCPA.

42. The only individual question concerns the identification of the persons whose consumer rights have been violated by Toll Brothers' practices, which are the

subject of this complaint. This can be determined by ministerial examination of Toll Brothers' records

43. Plaintiff's claims are typical of those of the class members. All are entitled to relief by virtue of Toll Brothers violation of the FDCPA.

44. Plaintiff will fairly and adequately protect the interests of the class. Plaintiff has retained counsel experienced in class actions as well as the handling of actions involving unlawful business practices, consumer mortgage loans and bankruptcy related class actions. Neither Plaintiff nor his counsel have any interests antagonistic to the Class or which might cause them not to vigorously pursue this action.

45. Certification of a class under Rule 23(b)(3) is appropriate, in that a class action is superior to other available methods for the fair and efficient adjudication of this controversy. The interests of the class members in individually controlling the prosecution and defense of separate actions is minimal, in that the class members are unlikely to be aware that their rights were violated and in that individual actions are uneconomical. Difficulties likely to be encountered in managing this class action are substantially less than those that are involved in other types of cases routinely certified as class actions.

46. Toll Brothers has acted and refused to act on grounds generally applicable to the Class, thereby making declaratory relief and corresponding final injunctive relief under Rule 23(b)(2) appropriate with respect to the Classes as a whole. Toll Brothers should be enjoined from attempting to collect debts from, and

specifically sending country club “Statements” to consumers whose debts have been discharged in bankruptcy.

**Count I**  
**Violation of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq.* (“FDCPA”)**

47. Plaintiff repeats and re-alleges every allegation from every paragraph above, as if set forth herein in full.

48. This is an action seeking class-wide relief for violations of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.* Specifically, by attempting to collect debts previously discharged in bankruptcy Toll Brothers has violated the FDCPA.

49. The FDCPA was enacted to protect all consumers from debt collectors who seek to collect debts through illegal means and who engage in unfair and/or deceptive practices during the collection of a debt.

50. At all times material herein, Plaintiff and others similarly situated were “consumers” as defined by 15 U.S.C. § 1692a(3) because they are natural persons allegedly obligated to pay a consumer debt.

51. At all material times herein, Plaintiff’s debt and the debt of others similarly situated were consumer “debts” as defined by 15 U.S.C. 1692a (5), since they were obligations of a consumer to pay money arising out of a transaction in which the money and property which were the subject of the transaction were primarily for personal, family, or household purposes.

52. At all times material herein, Toll Brothers was acting as a “debt collector,” as that term is defined by 15 U.S.C. § 1692a (6), collecting debts on behalf of Belmont Country Club and other country clubs around the country.

53. The numerous country club “Statements” sent from Toll Brothers to Plaintiff and others similarly situated were “communications” as that term is defined by 15 U.S.C. § 1692a(2), since they were mediums used to directly convey information on a debt.

54. Plaintiff filed a voluntary Chapter 7 bankruptcy petition that listed its contract with Belmont Country Club as a debt to be discharged on or about January 31, 2013.

55. On May 15, 2013, the Plaintiff received a Chapter 7 bankruptcy discharge. **Exhibit C.**

56. At all material times herein, Toll Brothers knew or should have known that the debt it was attempting to or did collect from the Plaintiff and the Class Members had been discharged.

57. In accordance with Plaintiff’s Chapter 7 bankruptcy discharge, Plaintiff was fully released from any and all personal monetary liabilities on the subject Belmont Country Club membership fees.

58. Despite knowledge and actual notice that the country club membership debt was discharged and no longer valid, Toll Brothers continues to dun the Plaintiff and send (via e-mail from BelmontAccounting@tollbrothers.com) monthly “Statements” for an amount upwards of \$10,000.00. **Exhibit A** (Plaintiff’s

August 31, 20018 Account Statement). The Account Statements constitute an effort to collect a debt and reference, "*Balance Forward*," "*Finance Charge*," "*Late Charge*," and "*Your account is 90 days past, due. Please remit payment immediately.*"

59. Moreover, the "Statement" section contains payment instructions, a payment amount, a payment deadline, and tear-away payment coupon. For example, Plaintiff's August 31, 2018 statement represents that Plaintiff is to pay \$9,583.42 as soon as possible ("Amount Due"). Please remit payment immediately. Per BCC policy, your acct. may be forwarded to our collection attorney"), and even includes a tear-away payment coupon containing a blank space for "Amount Paid," which shows Toll Brothers clearly contemplated payment for Plaintiff. **Exhibit A.**

60. At the time Toll Brothers sent the abovementioned "Statement" to Plaintiff and others similarly situated, all monetary amounts owed by Plaintiff and others similarly situated had been discharged by bankruptcy proceedings and were no longer due and owing.

61. By sending (via e-mail from BelmontAccounting@tollbrothers.com) country club "Statements" to Plaintiff and others similarly situated, Toll Brothers attempted to collect a debt that was not owed and represented that it had a legal right to collect upon discharged monetary amounts. Their conduct violates 15 U.S.C. § 1692e, which prohibits the use of false, deceptive, or misleading representations in connection with the collection of a debt.

62. In addition, Toll Brothers' abovementioned collection activities falsely represented/represent the character, amount, or legal status of a debt, in violation of 15 U.S.C. § 1692e(2)(A).

63. As a direct and proximate result of Toll Brothers' FDCPA violations, Plaintiff and others similarly situated have been harmed. Plaintiff and others similarly situated are entitled to actual damages, statutory damages under 15 U.S.C. § 1692k(a)(2)(B) and attorney's fees and the costs of this action pursuant to 15 U.S.C. § 1692k(a)(3).

64. For purposes of the claims brought in this action, the applicable standard under the FDCPA is "the least sophisticated" consumer test. *See United States v. Nat'l Fin. Servs., Inc.*, 98 F.3d 131, 136 (4<sup>th</sup> Cir. 1996).

65. Plaintiff, on behalf of herself and others similarly situated, retained the undersigned attorneys for the purposes of pursuing this matter against Toll Brothers and is obligated to pay her attorneys a reasonable fee for services.

66. Because Toll Brothers' actions were intentional, willful and/or without regard for Plaintiff's rights, Plaintiff reserves the right to seek punitive damages upon the showing on the records of evidence sufficient to form the basis of a claim for punitive damages.

**Count II**  
**Relief Requested Under the Declaratory Judgment Act, 28 U.S.C. § 2201**

67. Plaintiff repeats and re-alleges every allegation in every paragraph above, as if set forth herein in full.

68. The Declaratory Judgment Act, 28 U.S.C. § 2201, offers a unique mechanism by which a party may seek to remedy ongoing violations of statutory provisions and to prevent ongoing harm in form of declaratory and injunctive relief.

69. Specifically, the Declaratory Judgment Act states:

In a case of actual controversy within its jurisdiction...any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

Further necessary or proper relief based on a declaratory judgment or decree may be granted, after reasonable notice and hearing, against any adverse party whose rights have been determined by such judgment.

U.S.C. § 2201.

70. Pursuant to 28 U.S.C. § 2201, this Court has the power to make binding declarations of the rights and obligations of the parties herein, and to adjudicate the dispute between the parties herein.

71. Plaintiff filed a voluntary Chapter 7 bankruptcy petition on or about January 31, 2013.

72. On May 15, 2013, the Plaintiff was granted a Chapter 7 bankruptcy discharge. **Exhibit C.**

73. At all material times herein, Toll Brothers knew or should have known that the debt they were attempting to or did collect from the Plaintiff and the Class Members had been discharged.

74. In accordance with Plaintiffs' Chapter 7 bankruptcy discharge, Plaintiff was fully released from any and all personal monetary liabilities on the subject Belmont Country Club membership payments.

75. Despite knowledge and actual notice that the debt was discharged and no longer valid, Toll Brothers continues to dun the Plaintiff and send (via e-mail from BelmontAccounting@tollbrothers.com) monthly "Statements" for an amount upwards of \$10,000.00. **Exhibit A.**

76. Moreover, the "Statement" section contains payment instructions, a payment amount, a payment deadline, and tear-away payment coupon. For example, Plaintiff's August 31, 2018 statement represents that Plaintiff is to pay \$9,583.42 as soon as possible ("Amount Due"). Please remit payment immediately. Per BCC policy, your acct. may be forwarded to our collection attorney"), and even includes a tear-away payment coupon containing a blank space for "Amount Paid," which shows Toll Brothers clearly contemplated payment for Plaintiff. **Exhibit A.**

77. At the time Toll Brothers sent (via e-mail from BelmontAccounting@tollbrothers.com) the abovementioned "Statements" to Plaintiff and others similarly situated, all monetary amounts owed by Plaintiff and others similarly situated had been discharged by bankruptcy proceedings and were no longer due and owing.

78. Upon information and belief, Toll Brothers routinely sends (via email from BelmontAccounting@tollbrothers.com) account statements to consumers attempting to collect monetary amounts that have been discharged in bankruptcy.

79. However, Toll Brothers had no legal right to seek collection of these amounts from Plaintiff and others similarly situated, and was in fact enjoined from doing so pursuant to bankruptcy discharge of the subject amounts.

80. Toll Brothers is well aware that it cannot collect debts from Plaintiff and other class members for discharged debt. However, the “least sophisticated consumer” would fear the threat of action by Toll Brothers after receiving a “Statement” claiming that the account may be sent to collection attorneys (For purposes of the claims brought in this action, the applicable standard is "the least sophisticated" consumer test).

81. Despite this, Toll Brothers sent (via e-mail from BelmontAccounting@tollbrothers.com) the country club membership “Statements” to Plaintiff and other class members, knowing that it would cause them to act. Toll Brothers’ collection methods are abusive, deceptive, and unfair since the country club “Statement” letters request payment for discharged debt and threaten to take action that is not legally available to Toll Brothers.

82. Upon information and belief, Toll Brothers routinely sends (via Toll Brothers e-mail account) standardized country club membership “Statements” to consumers when it attempts to collect debts, in an attempt to receive payment on discharged debt. However, Toll Brothers had no such rights to collect discharged debts.

83. Toll Brothers has sought payment for debts previously discharged in bankruptcy, in circumvention of the FDCPA.

84. Toll Brothers conduct as described herein should be declared to be unlawful.

85. Toll Brothers should be enjoined from sending country club “Statements” requesting payments for debts previously discharged in bankruptcy in the manner described herein.

86. Toll Brothers should be forced to disgorge all ill-gotten gains collected from consumers as a result of its unlawful conduct.

**Prayer For Relief**

WHEREFORE, Plaintiff prays that the Court enter an Order:

- a. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing undersigned as Class Counsel;
- b. Adjudging that Toll Brothers violated the FDCPA sections enumerated above, and awarding Plaintiff and Class members actual and statutory damages pursuant to 15 U.S.C. § 1692k;
- c. Declaring that Toll Brothers attempt to collect debt previously discharged in bankruptcy is unlawful;
- d. Enjoining Toll Brothers from sending Statements similar to those attached as “Exhibit A” in the manner described in this lawsuit;
- e. Ordering disgorgement of all ill-gotten sums collected in violation law;

- f. Awarding Plaintiff, and all those similarly situated, reasonable attorney's fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3);
- g. Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law; and
- h. Awarding such other and further relief as the Court may deem just and proper.

**JURY TRIAL DEMAND**

Plaintiff demands a jury trial on all issues so triable.

Dated: February 11, 2019

Respectfully Submitted,

By: /s/Leonard A. Bennett

Leonard A. Bennett, VSB #37523  
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