

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.:

ADOLFO CRUZ and RODNEY
PARKER, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

CLASS ACTION

CONSERVICE, LLC,

Defendant.

_____ /

COMPLAINT

Conservice, LLC (“Conservice”), for years executed a scheme designed to unjustly enrich itself at the expense of individuals and entities that rent or own units at large residential and commercial buildings throughout the United States. Conservice is a third-party service provider contracted by a building’s owner or agent to prepare monthly billing statements for various services provided at that building for the building’s tenants and owners. For example, Conservice provides utility billing services, which includes utility and ancillary billing, metering equipment installation and maintenance, and conservation products and services. Conservice is paid by the building’s owner or agent for all of the services it provides to the building, including billing the tenants and unit owners. However, in addition to receiving payment from the building it provides its services to, Conservice also charges the tenants and unit owners an additional monthly “Service Fee” of \$4 or more simply for providing them with their monthly utility billing statement. Conservice unjustly enriches itself by including a “Service Fee” on each and every monthly billing

statement it sends to the building's tenants and unit owners for which they did not consent or contract for. This practice of double-dipping, which Conservice engages in nationwide, costs tenants and unit owners tens of millions of dollars annually, which Conservice unjustly and illegally keeps for itself. Accordingly, Adolfo Cruz and Rodney Parker, on behalf of themselves and all others similarly situated, sue the Defendant to recover the money improperly taken from them by Conservice and to end this unjust billing practice, and allege as follows based upon personal knowledge as to all matters relating to themselves, and on information and belief based upon the investigation of their counsel as to all other matters:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Adolfo Cruz is, and at all material times was, a resident and citizen of Miami-Dade County, Florida. Mr. Cruz is a tenant at District West Gables and has rented there for 11 months. Since moving there, Mr. Cruz has received 11 billing invoices from Conservice charging him a total of \$44.00 in "Service Fees."

2. Plaintiff Rodney Parker is, and at all material times was, a resident and citizen of Hoover, Alabama. Mr. Parker is a tenant at the Park at Hoover and has rented there for 21 months. Since moving there, Mr. Parker has received 21 billing invoices from Conservice charging him a total of \$89.25 in "Service Fees."

3. Defendant Conservice is incorporated under the laws of Utah, with its principal place of business in Utah. Conservice does business regularly throughout the United States, including the state of Florida and Miami-Dade County.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(d)(2)(A), because this is an action for a sum exceeding \$5,000,000, exclusive of interest and

costs, and the Plaintiffs and at least one Class member are citizens of a state different than the Defendant.

5. This Court has personal jurisdiction over Conservice because it continuously and systematically operates, conducts, engages in, and carries on business in Florida by providing utility billing and monitoring services to hundreds of buildings throughout Florida, including Miami-Dade County. Moreover, Conservice purposefully avails itself of Florida's consumer market through the advertisement, promotion, and use of its utility billing services in Florida. Pursuant to Florida's long-arm statute, Fla. Stat. § 48.193, this Court has personal jurisdiction over Conservice. As set forth herein, Conservice has improperly collected and retained "Service Fees" from tenants in Florida and Miami-Dade County.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2), because: (1) Mr. Cruz's causes of action accrued within this judicial district and a substantial part of the events and omissions giving rise to Mr. Cruz's claims occurred here; (2) Mr. Cruz is a resident and citizen of this district; (3) Conservice routinely operates and solicits business in this district; and (4) Conservice's wrongful acts in the district have impacted the general public of this district, including the Plaintiffs.

II. FACTS

A. CONSERVICE PROVIDES UTILITY BILLING SERVICES TO BUILDINGS THROUGHOUT THE UNITED STATES.

7. Conservice provides utility billing services to residential, commercial, and mixed-use building owners throughout the United States. Conservice's utility billing services include utility and ancillary billing, metering equipment installation and maintenance, conservation products and services, as well as daily meter reads allowing for leak detection and asset integrity.

Conservice also provides products such as utility expense management, vacant billing and cost recovery, and resident payment processing.

8. Conservice provides these services at large buildings throughout the United States. For performing these services, Conservice charges the building's owner or agent a fee and is paid for the services it provides, including for preparing and sending monthly invoices to a building's tenants and unit owners. Those fees vary based on the services Conservice provides, and they are all paid by the building's owner or agent.

9. As part of the services it provides to building owners, Conservice prepares and sends out utility bills to the tenants and unit owners at those buildings. Even though the building owner pays Conservice, Conservice adds an additional "Service Fee" of \$4.00 or more onto each and every monthly utility bill it provides to the tenants and unit owners at the buildings it services. Conservice states on the bill that "Conservice is a service provider contracted to prepare monthly statements and provide conservation resources." But Conservice has no contract with the tenants. And what Conservice fails to inform the tenants and unit owners is that it is double-dipping because it has already been paid by the building owner and is charging the tenants and unit owners an additional fee for which they did not consent or contract.

B. CONSERVICE BILLED MR. CRUZ \$4 A MONTH FOR PROVIDING HIM WITH HIS UTILITY BILL EVEN THOUGH CONSERVICE WAS PAID BY THE BUILDING FOR THAT BILLING SERVICE.

10. Mr. Cruz began renting at District West Gables on July 15, 2016. District West Gables contracts with Conservice and Conservice is paid directly by the building's owner or its agent. For the past 11 months, Mr. Cruz has received a bill from Conservice breaking out the following charges: parking, rent, trash, sewer, and water. (Mr. Cruz's Conservice Invoice, attached as Ex. A).

11. In addition to those charges, each and every month Conservice charged Mr. Cruz a “Service Fee” of \$4 a month. (*Id.*) Even though Conservice was paid directly by the building’s owner or its agent for those services, Conservice double-dipped and billed Mr. Cruz, along with each and every tenant of the District West Gables building, \$4 a month for simply providing them with their utility statements. Neither Mr. Cruz nor any of the tenants at District West Gables consented to or contracted with Conservice to pay the “Service Fee” included on the utility bills provided by Conservice to them.

12. Over the course of 11 months, Mr. Cruz has paid Conservice \$44 for providing him with a utility bill, which Conservice has unjustly retained for its own benefit. Thus, at Mr. Cruz’s building alone, which has approximately 75 units, Conservice has been enriched by tens of thousands of dollars by unjustly and illegally charging the tenants there a “Service Fee.”

13. Mr. Cruz had no information concerning how Conservice was actually compensated for its work or the true nature of its relationship with District West Gables. In fact, Mr. Cruz did not have any knowledge about the facts regarding Conservice’s billing practices or its relationship with District West Gables. Accordingly, the payment by Mr. Cruz of the “Service Fee” was not voluntary and only achieved through deception, omission, and obfuscation.

C. CONSERVICE BILLED MR. PARKER \$4.25 A MONTH FOR PROVIDING HIM WITH HIS UTILITY BILL EVEN THOUGH CONSERVICE WAS PAID BY THE BUILDING FOR THAT BILLING SERVICE.

14. Mr. Parker began renting at the Park at Hoover in October 2015. The Park at Hoover contracts with Conservice and Conservice is paid directly by the building’s owner or its agent. For the past 21 months, Mr. Parker has received a bill from Conservice breaking out the following charges: (1) City Service Fee; (2) Pest Control; (3) Sewer; (4) Trash; and (5) Water. (Mr. Parker’s Conservice Invoice, attached as Ex. B).

15. In addition to those charges, each and every month Conservice charged Mr. Parker a “Service Fee” of \$4.25 a month. (*Id.*) Even though Conservice was paid directly by the building’s owner or its agent for those services, Conservice double-dipped and billed Mr. Parker, along with each and every tenant of the Park at Hoover building, \$4.25 a month for simply providing them with their utility statements. Neither Mr. Parker nor any of the tenants at the Park at Hoover consented to or contracted with Conservice to pay the “Service Fee” included on the utility bills provided by Conservice to them.

16. Over the course of the 21 months, Mr. Parker has paid Conservice \$89.25 for providing him with a utility bill, which Conservice has unjustly retained. Thus, at Mr. Parker’s building alone, which has more than 1,000 units, Conservice has been enriched hundreds of thousands of dollars by unjustly and illegally charging the tenants a “Service Fee.”

17. Mr. Parker had no information concerning how Conservice was actually compensated for its work or the true nature of its relationship with the Park at Hoover. In fact, Mr. Parker did not have any knowledge about the facts regarding Conservice’s billing practices or its relationship with the Park at Hoover. Accordingly, the payment by Mr. Parker of the “Service Fee” was not voluntary and only achieved through deception, omission, and obfuscation.

III. CLASS ACTION ALLEGATIONS

18. The Plaintiffs bring this action against the Defendant pursuant to Rules 23(a), (b)(2), and (b)(3), of the Federal Rules of Civil Procedure, on behalf of themselves and all other persons and entities similarly situated. The Plaintiffs seek certification of the following classes (referred to collectively as the “Class”):

The Nationwide Class

All tenants that did not directly contract with Conservice but were charged a service fee by Conservice for preparing a utility billing

statement and paid that service fee within the applicable limitations period.

Excluded from the Nationwide Class are Conservice, LLC, and its affiliates and related companies, directors, corporate officers, and immediate family members, and any government entity.

The Florida Class

All tenants in Florida that did not directly contract with Conservice but were charged a service fee by Conservice for preparing a utility billing statement and paid that service fee within the applicable limitations period.

Excluded from the Florida Class are Conservice, LLC, and its affiliates and related companies, directors, corporate officers, and immediate family members, and any government entity.

The Alabama Class

All tenants in Alabama that did not directly contract with Conservice but were charged a service fee by Conservice for preparing a utility billing statement and paid that service fee within the applicable limitations period.

Excluded from the Alabama Class are Conservice, LLC, and its affiliates and related companies, directors, corporate officers, and immediate family members, and any government entity.

A. NUMEROSITY

19. The Nationwide Class consists of hundreds of thousands of individuals and entities that were charged a “Service Fee” by Conservice at buildings where they owned or rented and where the buildings’ owners or agents paid Conservice for the services it provided. The Florida and Alabama Classes consist of tens of thousands of current and former tenants that were charged a service fee by Conservice at buildings throughout Florida and Alabama where they owned or rented and Conservice was paid by the buildings’ owners or agents for the services it provided

20. The names and addresses of all Class members can be identified in the business records maintained by the Defendant because the Defendant mailed invoices with the “Service

Fee” on it to the Class members. The precise number of Class members will be obtained through discovery but based on publicly available information, the numbers are clearly more than can be consolidated in one action, and it is impractical for each Class member to bring suit individually. For example, Conservice claims to provide services to hundreds of multi-family buildings throughout the United States. As a result, there are likely thousands of Nationwide Class members, and thousands of Florida and Alabama Class members, at any specific point in time, and due to turnover, the actual number of current and former individuals and entities who are Class members is likely a significant multiple of that amount. The Plaintiffs do not anticipate any difficulties in the management of the action as a class action.

B. COMMONALITY

21. There are questions of law and fact that are common to the claims of the Plaintiffs and the Class. These common questions predominate over any questions that are particular to any individual Class member. Among such common questions of law and fact are the following:

- a. Whether the Defendant included a “Service Fee” on all of the utility bills that it provided to the Class members;
- b. Whether the Class members paid the Defendant a “Service Fee” when they paid their utility bill;
- c. Whether the Defendant was paid by both the landlords and the tenants in all of the buildings in which it collected a “Service Fee;”
- d. Whether the Defendant was unjustly enriched by retaining the “Service Fee;” and
- e. The amount of damages the Class members sustained as a result of the Defendant’s wrongful conduct, and the proper measure of such damage.

C. TYPICALITY

22. The Plaintiffs claims are typical of the claims of the Class because of the similarity, uniformity, and common purpose of the Defendant’s unlawful conduct. Each Class member has

sustained damages as a result of the Defendant's wrongful conduct in the same manner as the Plaintiffs – that is, each Class member was charged a "Service Fee" by Conservice for services for which the buildings' owner or agent already paid and for which the Class members did not contract nor consent to.

D. ADEQUACY OF REPRESENTATION

23. The Plaintiffs are adequate representatives of the Class and will fairly and adequately protect the interests of the Class. The Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel, experienced in litigation of this nature, to represent it. There is no divergence of interests between the Plaintiffs and the unnamed Class members. The Plaintiffs anticipate no difficulty in the management of this litigation as a class action.

24. To prosecute this case, the Plaintiffs have chosen the law firm of Buckner + Miles. This law firm is experienced in class action litigation and has the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

E. REQUIREMENTS OF FED R. CIV. P 23(b)(3)

1. Predominance

25. The questions of law or fact common to the claims of the Plaintiffs and the Class predominate over any questions of law or fact affecting only individual members of the Class. All claims by the Plaintiffs and the unnamed Class members are based on the Defendant's practice of charging the Class members a "Service Fee" and whether the Defendant was unjustly enriched by that practice.

26. Common issues predominate when, as here, liability can be determined on a Class-wide basis.

27. As a result, when determining whether common questions predominate, courts focus on the liability issue, and if the liability issue is common to the class, as it is in the case at bar, common questions will be held to predominate over individual questions.

28. Because all claims by the Plaintiffs and the unnamed Class members are based on the same misconduct by the Defendant, in particular, that the Defendant charged the Class members a “Service Fee” for providing them with their utility bills — the predominance requirement of Fed. R. Civ. P. 23(b)(3) is satisfied.

2. Superiority

29. A class action is superior to hundreds of individual actions in part because of the non-exhaustive factors listed below:

- a. Joinder of all Class members would create extreme hardship and inconvenience because of their geographical dispersion. Class members reside throughout the United States.
- b. Individual claims by the Class members are impractical because the costs to pursue individual claims exceed the value of what any one Class member has at stake. The Defendant is large and well-funded and individual Class members’ damages are relatively small. Given the substantial costs of litigation, individual Class members are unable to prosecute and control separate actions.
- c. The interests of justice will be well served by resolving the common disputes of potential Class members in one forum.
- d. The action is manageable as a class action; individual lawsuits are not economically maintainable as individual actions.

IV. CAUSES OF ACTION

COUNT I

UNJUST ENRICHMENT

(ON BEHALF OF THE NATIONWIDE, FLORIDA, AND ALABAMA CLASSES)

30. The Plaintiffs re-allege and incorporate paragraphs 1 through 29 of this Complaint as if fully set forth herein.

31. Conservice received, and continues to receive, a “Service Fee” for the utility bills that it delivers to the Plaintiffs and the Class. Conservice is paid for the services it provides by the buildings’ owners or agents. Thus, Conservice is double-dipping by charging the Plaintiffs and the Class a “Service Fee” to which they did not agree and for which it has already been compensated by the buildings’ owners and agents.

32. There is no contract between the Plaintiff or any of the Class members and Defendant. Accordingly, neither the Plaintiffs nor the Class members ever contracted with Conservice nor did they ever consent to pay a “Service Fee” for generating their utility bills.

33. The Plaintiffs and the Class directly conferred a benefit on Conservice in the form of the money that they paid for the “Service Fee” included on every utility bill provided to them by Conservice. Conservice knowingly requested the benefit in the form of the “Service Fee” by including it on every invoice and voluntarily accepted that benefit by retaining the money paid by the Plaintiffs and the Class members in the form of the “Service Fee.” Thus, the benefit in the form of the payment of the “Service Fee” flowed directly to Conservice from the Plaintiffs and the Class members. Accordingly, Conservice holds money in the form of the “Service Fee” which, in equity and good conscience, belongs to the Plaintiffs.

34. Conservice knowingly and wrongfully accepted and retained the “Service Fee” paid by the Plaintiff and the Class for its own benefit. Accordingly, Conservice received benefits, in the form of the “Service Fee,” that it unjustly retained at the expense of the Plaintiffs and the Class members. The Defendant obtained the benefit of the “Service Fee” through its wrongful conduct.

35. The circumstances are such that it would be inequitable and unjust to allow Conservice to retain the payments in the form of the “Service Fee” it collected from the Plaintiffs the Class.

WHEREFORE, the Plaintiffs, on behalf of themselves and all similarly situated individuals and entities, demand judgment against Conservice for compensatory damages, punitive damages, pre- and post-judgment interest, attorneys' fees, the costs incurred in bringing this action, and any other relief the Court deems just and proper.

COUNT II
INJUNCTIVE RELIEF
(ON BEHALF OF THE NATIONWIDE, FLORIDA, AND ALABAMA CLASSES)

36. The Plaintiffs re-allege and incorporate paragraphs 1 through 29 of this Complaint as if fully set forth herein.

37. Conservice's scheme to charge the Plaintiffs and the Class members a "Service Fee" for preparing their utility bills will continue to cause the Plaintiffs and the Class members significant economic loss.

38. A money judgment will only compensate the Plaintiffs and individual Class members for past losses. It will not stop Conservice from charging the Plaintiffs and the Class members an unlawful "Service Fee" in the future.

39. No Class member has a practical or adequate remedy, either administratively or at law, to recover these future losses. The cost of pursuing such claims far exceeds the amount at issue.

40. Even a class action such as the one contemplated in this case is a monumental undertaking that cannot be mounted on a regular basis.

41. Where multiple lawsuits are required to redress repeated wrongs, there is no adequate remedy at law and irreparable harm exists.

42. Requiring Conservice to stop charging the Plaintiffs and the Class members a "Service Fee" does not place an undue hardship on Conservice because they have already been

compensated by the buildings' owners or agents and they have no right to charge the tenants and unit owners a "Service Fee" to which they did not agree. Moreover, Conservice's practice of charging a "Service Fee" places a substantial and significant burden on the Plaintiffs and the Class members because it deprives them of funds to which they are otherwise entitled.

43. The public interest is not offended by requiring Conservice to stop charging the Plaintiffs and the Class a "Service Fee" for preparing their utility bills especially considering that Conservice has already been paid.

WHEREFORE, Plaintiffs, on behalf of themselves and all similarly situated individuals and entities, demands injunctive relief against Conservice, prohibiting it from charging the Plaintiffs and the Class a "Service Fee" for providing them with their utility bills, and any other relief the Court deems just and proper.

COUNT III
DECLARATORY RELIEF
(ON BEHALF OF THE NATIONWIDE, FLORIDA, AND ALABAMA CLASSES)

44. The Plaintiffs re-allege and incorporate paragraphs 1 through 29 of this Complaint as if fully set forth herein.

45. Conservice received, and continues to receive, a "Service Fee" for the utility bills that it delivers to the Plaintiffs and the Class. Conservice has already been paid for this service by the buildings' owners or agents. Thus, Conservice is double-dipping by charging the Plaintiffs and the Class a "Service Fee" that it has already been compensated for by the buildings' owners and agents. Conservice has been unjustly enriched by collecting and retaining the "Service Fee" for its own benefit.

46. Conservice's scheme to charge the Plaintiffs and the Class a "Service Fee" to which they did not agree will continue to cause the Plaintiffs and the Class members significant economic loss.

47. A money judgment will only compensate individual Class members for past losses. It will not prevent Conservice from charging the Plaintiffs and the Class members a "Service Fee" in the future.

48. No Class member has a practical or adequate remedy, either administratively or at law, to recover these future losses. The cost of pursuing such claims far exceeds the amount at issue.

49. Even a class action such as the one contemplated in this case is a monumental undertaking that cannot be mounted on a regular basis.

50. Where multiple lawsuits are required to redress repeated wrongs, there is no adequate remedy at law and irreparable harm exists.

WHEREFORE, the Plaintiffs, on behalf of themselves and all similarly situated individuals and entities, demand declaratory relief against Conservice, and seek a declaration that: (1) Conservice received a "Service Fee" from the Plaintiffs and the Class members, which it wrongfully and unjustly retained and that it is required to return to the Plaintiffs and the Class members; (2) Conservice may not charge a "Service Fee" for providing the Plaintiffs and the Class with its utility bills in the future; and (3) any other relief the Court deems just and proper.

V. RELIEF REQUESTED

The Plaintiffs respectfully request that this Court:

- a) Certify this action as a class action under Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3);
- b) Declare that the Conservice improperly collects and retains the "Service Fee" and that it has been unjustly enriched by improperly retaining the "Service Fee" that it

has charged the Plaintiff and the Class for providing them with their utility bills;

- c) Enjoin Conservice from charging the Plaintiffs and the Class a “Service Fee” in the future for preparing their utility bills;
- d) Award the Plaintiffs and the Class their compensatory damages;
- e) Award the Plaintiffs and the Class punitive damages;
- f) Award the Plaintiffs and the Class their attorney’s fees, costs, and expenses; and
- g) Award the Plaintiffs and the Class such further relief as is appropriate in the interests of justice.

VI. DEMAND FOR JURY TRIAL

The Plaintiffs request a jury trial on any and all counts for which trial by jury is permitted by law.

Dated: July 7, 2017.

Respectfully submitted,

s/Seth E. Miles

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*Attorneys for Plaintiffs Adolfo Cruz and
Rodney Parker, on behalf of themselves and
all others similarly situated*

Exhibit A



Customer Service
 Toll Free: 1-866-947-7379
 Balance Inquiries & Payment Options
 Leasing Office: 1-866-300-4596
 Service Problems with Utilities
 Leasing Office: 1-866-300-4596

Account #:	16924531
Total Charges:	\$2117.87
Due Date:	07/01/2017
Statement Date:	06/15/2017

Utility Statement for District at West Gables

Account Name	Service Address	Account Number	Web Pin
Adolfo Cruz	2101 Ludlam Rd # 606 Miami, FL 33155	16924531	10000541

Current Rent and Lease Charges

Service Type	Service Period	Charges
Parking (Your Apt. Community)	07/01/2017 - 07/31/2017	\$35.00
Rent (Your Apt. Community)	07/01/2017 - 07/31/2017	\$2,035.00
Trash (Your Apt. Community)	07/01/2017 - 07/31/2017	\$20.00
Rent and Leasing Charges Due 07/01/2017		\$2,090.00

Current Utility Charges

Service Type	Service Period	Cost	Usage Factor	Multiplier	Charges
Sewer (City of West Miami FL)	05/01/2017 - 05/31/2017				\$12.88
Water (City of West Miami FL)	05/01/2017 - 05/31/2017				\$10.99
Service Fee (Conservice LLC)	Conservice is a service provider contracted to prepare monthly statements and provide conservation resources.				\$4.00
Current Charges due 07/01/2017					\$27.87
Total Current Charges					\$2,117.87
Prior Balance					\$0.00
Grand Total Due 07/01/2017					\$2,117.87

6123-01-00-0050540-0001-0053966

Conservice offers E-Statements! Log onto our website or call 1-866-947-7379 for more info!

Please see reverse for charge explanations and messages



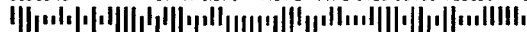
PO BOX 4717 LOGAN, UT 84323-4717
 sw66

Account #:16924531 District at West Gables
 Amount Due:\$2117.87
 Due Date:07/01/2017

*Balances are uploaded from your property management. It is current as of the date of this statement. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

0050540 01 AV 0.370 **AUTO HI 2 6123 33155-188856 -C01-PS0390-1



ADOLFO CRUZ
 2101 LUDLAM RD # 606
 MIAMI FL 33155-1888

Your payment should be made out to:

District at West Gables
 2101 Ludlam Rd
 Miami FL 33155

Service Type	Description
<u>Rent:</u>	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
<u>Sewer:</u>	Sewer service is provided by City of West Miami. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a formula based on the number of occupants and the unit's square footage.
<u>Water:</u>	Water service is provided by City of West Miami. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a formula based on the number of occupants and the unit's square footage.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently prior to the first of the month of this statement. Vacant charges are prorated from your move-in date.

Message Center

Efficient Cooking

A microwave can be an excellent energy-saver for cooking. It uses 60% less electricity than a stove and does not require preheating like an oven. It also cooks faster and at a lower wattage.



Exhibit B

CONSERVICE
The Utility
www.utilitiesinfo.com

Customer Service
Toll Free: 1-866-947-7379
Balance Inquiries & Payment Options
Leasing Office: 1-205-985-7463
Service Problems with Utilities
Leasing Office: 1-205-985-7463

Account #:	16040128
Total Charges:	\$133.96
Due Date:	04/01/2017
Statement Date:	03/18/2017

Utility Statement for The Park at Hoover

Account Name	Service Address	Account Number	Web Pin
Rodney Parker	317 Rime Vlg Hoover, AL 35216	16040128	10000003

Current Utility Charges

Service Type	Service Period	Cost	Usage Factor	Multiplier	Charges
City Service Fee (Community Charge Billed through Conservice)	02/01/2017 - 02/28/2017				\$3.00
Pest Control (Community Charge Billed through Conservice)	02/01/2017 - 02/28/2017				\$5.00
Sewer (Birmingham Water Works)	02/01/2017 - 02/28/2017				\$76.83
Trash (Valet Waste LLC)	02/01/2017 - 02/28/2017				\$15.00
Water (Birmingham Water Works)	02/01/2017 - 02/28/2017				\$29.88
Service Fee (Conservice LLC)	Conservice is a service provider contracted to prepare monthly statements and provide conservation resources.				\$4.25
Current Charges due 04/01/2017					\$133.96

Conservice offers E-Statements! Log onto our website or call 1-866-947-7379 for more info!

Please see reverse for charge explanations and messages

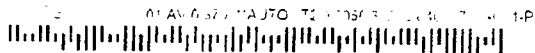
CONSERVICE
The Utility

PO BOX 4717 LOGAN, UT 84323-4717
mg22

Account #: 16040128 The Park at Hoover
Amount Due: \$133.96
Due Date: 04/01/2017

*Past due amounts are not shown here. Your leasing office can check your ledger for overdue amounts and late fees.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your apartments leasing office that are not listed on this bill. For final amounts due, please check with the office.



RODNEY PARKER
317 RIME VLG
HOOVER AL 35216-6407

Your payment should be made out to:
The Park at Hoover
2135 Centennial Dr
Hoover AL 35216

Charge Explanations

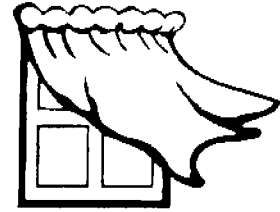
Service Type	Description
<u>City Service Fee :</u>	Your charges are based on a flat rate per unit for your city tax.
<u>Pest Control :</u>	Your charges are based on a flat rate per unit for pest control.
<u>Sewer :</u>	Sewer service is provided by Birmingham Water Works. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a formula based on the number of occupants and the unit's square footage.
<u>Trash :</u>	Trash service is provided by Valet Waste, LLC. Your charges are based on a flat rate per unit for your trash service.
<u>Water :</u>	Water service is provided by Birmingham Water Works. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a formula based on the number of occupants and the unit's square footage.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

Heat Your Home Effectively

Make sure furniture, curtains, and rugs don't block the flow of air from vents and air registers. In the winter, open curtains and shades to let the sun warm your home naturally.



The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST indicate All Related Cases Below.**

I. (a) PLAINTIFFS ADOLFO CRUZ and RODNEY PARKER, on behalf of themselves and all others similarly
DEFENDANTS CONSERVICE, LLC,

(b) County of Residence of First Listed Plaintiff Miami-Dade County (EXCEPT IN U.S. PLAINTIFF CASES)
 County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Buckner + Miles, 3350 Mary Street, Miami, FL 33133, (305) 964-8003
 Attorneys (If Known) IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

		PTF	DEF		PTF	DEF
<input type="checkbox"/> Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	
<input type="checkbox"/> Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	
<input type="checkbox"/> Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6	

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT

110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise

TORTS

PERSONAL INJURY

310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Med. Malpractice

PERSONAL INJURY

365 Personal Injury - Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY

370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability

PRISONER PETITIONS

Habeas Corpus:

463 Alien Detainee 510 Motions to Vacate Sentence

Other:

530 General 535 Death Penalty 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee Conditions of Confinement

LABOR

710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act

IMMIGRATION

462 Naturalization Application 465 Other Immigration Actions

FORFEITURE/PENALTY

625 Drug Related Seizure of Property 21 USC 881 690 Other

BANKRUPTCY

422 Appeal 28 USC 158 423 Withdrawal 28 USC 157

PROPERTY RIGHTS

820 Copyrights 830 Patent 835 Patent - Abbreviated New Drug Application 840 Trademark

SOCIAL SECURITY

861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))

FEDERAL TAX SUITS

870 Taxes (U.S. Plaintiff or Defendant) 871 IRS- Third Party 26 USC 7609

OTHER STATUTES

375 False Claims Act 376 Qui Tam (31 USC 3729 (a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO

JUDGE: **DOCKET NUMBER:**

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332 and 1391

LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** **CHECK YES only if demanded in complaint:**

JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE July 7, 2017 SIGNATURE OF ATTORNEY OF RECORD *Scott E. Miles*

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

ADOLFO CRUZ and RODNEY PARKER, on behalf of themselves and all others similarly situated,

Plaintiff(s)

v.

CONSERVICE, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Conservice, LLC
c/o Registered Agent: Registered Agents Legal Services, LLC
155 Office Plaza Drive, Suite A
Tallahassee, Florida 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Seth Miles, Esq.
David M. Buckner, Esq.
Brett E. von Borke, Esq.
Buckner + Miles
3350 Mary Street
Miami, Florida 33133

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Suit Says Conservice Charges Tenants Illegal Service Fee on Utility Bills](#)
