

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. _____

MARIA FERNANDA SOTO LEIGUE,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

EVERGLADES COLLEGE, INC. d/b/a
KEISER UNIVERSITY,

Defendant.

DEFENDANT'S EVERGLADES COLLEGE, INC. d/b/a KEISER UNIVERSITY,
NOTICE OF REMOVAL

Defendant, EVERGLADES COLLEGE, INC. d/b/a KEISER UNIVERSITY (hereinafter "Keiser"), pursuant to 28 U.S.C. §§ 1331, 1367, 1441 and 1446, hereby file this Notice of Removal of the above-captioned matter from the County Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. As grounds therefore, Defendant shows the Court the following:

1. State Court Action

Plaintiff initiated an action that is pending in the County Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, styled MARIA FERNANDA SOTO LEIGUE v. EVERGLADES COLLEGE, INC. d/b/a KEISER UNIVERSITY, and designated Case No. 2021-024187-CA-01. Plaintiff filed that action on October 29, 2021. *See*, filed copy of Complaint, attached hereto as "**Exhibit A**".

COLE, SCOTT & KISSANE, P.A.

ESPERANTE BUILDING - 222 LAKEVIEW AVENUE, SUITE 120 - WEST PALM BEACH, FLORIDA 33401 (561) 383-9200 - (561) 683-8977 FAX

2. Nature of Action

This matter arises out of Plaintiff's allegation that Defendant Keiser made calls to her that were in violation of both the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, a federal statute, as well as the Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059, a Florida state statute. She is bringing her lawsuit as a putative class action of those who did not consent to such calls and those who were on a Do Not Call list. *See Exhibit A.*

3. Basis for Removal of State Action

Under 28 U.S.C. § 1441(a), "any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending." Pursuant to 28 U.S.C. §§ 1331, "[t]he district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States." This action is removable under 28 U.S.C. §1441(a) because the district court would have original jurisdiction under 28 U.S.C. §1331 (federal question), as the nature of the action is deemed first and foremost to arise under the TCPA, a federal statute. *See Exhibit A.* The district court has supplemental jurisdiction over the remaining FTSA claim under state law pursuant to 28 U.S.C. §1367, as it arises from the same set of operative facts (i.e., the same calls which form the basis of the TCPA claim).

4. Venue

The Miami Division of the United States District Court for the Southern District of Florida is the judicial district embracing the place where the State Court case was brought and is pending and is, thus, the proper District Court to which this case should be removed. *See* 28 U.S.C. §§

89(c), 1441(a) & 1446(a). Moreover, Miami is the proper division within the Southern District of Florida to which the case should be removed because Plaintiff is domiciled in Florida as a resident of Miami-Dade County. *See*, 28 U.S.C. §§ 1441(a), 1446(a); **Exhibit A** at ¶ 6.

5. Satisfaction of Procedural Requirements

Pursuant to 28 U.S.C. § 1446(b), this removal is timely because Defendant has filed this Notice of Removal within 30 days of receipt by the Defendant through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based. Specifically, the Summons and Complaint were served on Defendant on November 5, 2021. *See* Summons, attached hereto as “**Exhibit B**”. Thus, this removal is timely.

Copies of the state court’s docket printed from the Miami-Dade County Clerk of Court’s website and all process, pleadings, orders, and other papers or exhibits of every kind on file in the State Court Action are attached as “**Exhibit C**” in compliance with 28 U.S.C. § 1446(a). Defendant will file any supplemental papers not available as of the date of this notice if it becomes necessary. Defendant has paid the appropriate filing fee to the Clerk of this Court upon filing this notice.

6. Notice to State Court and Plaintiff

Simultaneously with filing this Notice of Removal, Defendant shall give written notice to all adverse parties and shall file a copy of this Notice of Removal with the Clerk of the County Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

7. Consent

There is no co-defendant in this case, thereby obviating the need to obtain consent from same.

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Telephone: (561) 383-9200
Facsimile: (561) 683-8977

By: /s/ Justin C. Sorel
JUSTIN C. SOREL
FBN: 0016256
Email: Justin.Sorel@csklegal.com

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on this 6th day of December 2021, we electronically filed the foregoing document with the Clerk of Court using CM/ECF. We also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the Service List below in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

By: /s/ Justin C. Sorel
JUSTIN C. SOREL
FBN: 0016256
Email: Justin.Sorel@csklegal.com

SERVICE LIST

Andrew J. Shamis, Esq. and Garret O. Berg, Esq.
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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MARIA FERNANDA SOTO LEIGUE,
individually and on behalf of all others similarly
situated,

Plaintiff,

vs.

EVERGLADES COLLEGE, INC. d/b/a
KEISER UNIVERSITY,

Defendant.

CLASS ACTION

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Maria Fernanda Soto Leigue brings this class action against Defendant, Everglades College, Inc. d/b/a Keiser University, and alleges as follows upon personal knowledge as to Plaintiff and Plaintiff's own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff's attorneys.

NATURE OF THE ACTION

1. This is a class action under the 47 U.S.C. § 227 et seq., the Telephone Consumer Protection Act ("TCPA") and under the Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059, as amended by Senate Bill No. 1120.¹

2. Defendant is a private university offering undergraduate and graduate degrees on campus and online.

¹ The amendment to the FTSA became effective on July 1, 2021.



3. To promote its goods and services, Defendant engages in aggressive telephonic sales calls to consumers without having secured prior express written consent as required under the FTSA, and with no regards for consumers' rights under the TCPA.

4. Defendant's telephonic sales calls have caused Plaintiff and the Class members harm, including violations of their statutory rights, statutory damages, annoyance, nuisance, and invasion of their privacy.

5. Through this action, Plaintiff seeks an injunction and statutory damages on behalf of herself and the Class members, as defined below, and any other available legal or equitable remedies resulting from the unlawful actions of Defendant.

PARTIES

6. Plaintiff is, and at all times relevant hereto was, an individual and a "called party" as defined by Fla. Stat. § 501.059(1)(a) in that she was the regular user of telephone number ***-***-1578 (the "1578 Number") that received Defendant's telephonic sales calls. Plaintiff is a resident of Miami-Dade County, Florida.

7. Defendant is, and at all times relevant hereto was, a Florida corporation and a "telephone solicitor" as defined by Fla. Stat. § 501.059(f). Defendant maintains its primary place of business and headquarters in Fort Lauderdale, Florida. Defendant directs, markets, and provides business activities throughout the State of Florida and the United States.

JURISDICTION AND VENUE

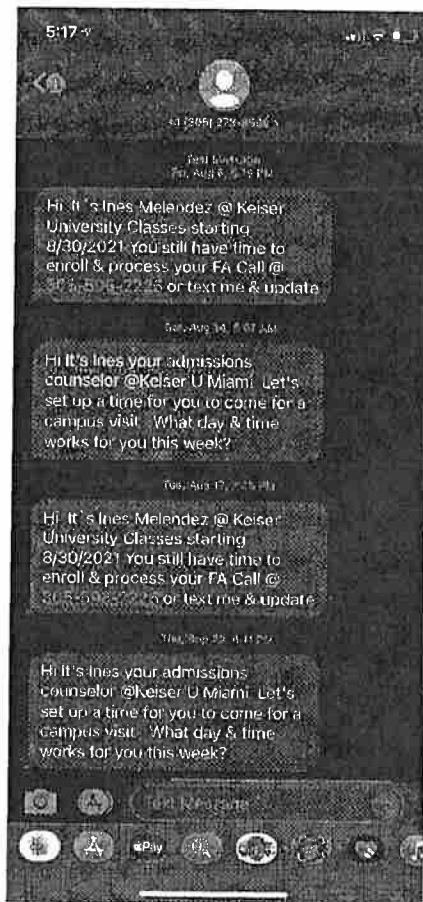
8. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$30,000 exclusive of interest, costs, and attorney's fees.

9. Defendant is subject to personal jurisdiction in Florida because this suit arises out of and relates to Defendant's contacts with this state. Defendant made or caused to be made telephonic sales calls into Florida without the requisite prior express written consent in violation of the FTSA. Plaintiff received such calls while residing in and physically present in Florida.

10. Venue for this action is proper in this Court pursuant to Fla. Stat. § 47.051 because Defendant (1) is a Florida corporation doing business in this judicial circuit; and (2) has an agent or other representative in Florida. All facts giving rise to this action occurred in this circuit.

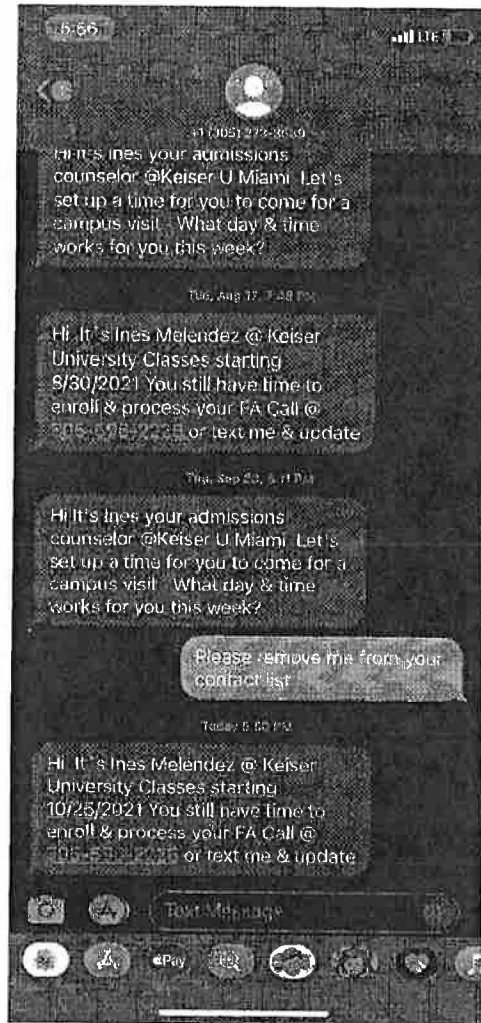
FACTS

11. Beginning on or about August 6, 2021, Defendant sent numerous unsolicited telephonic sales calls to Plaintiff's cellular telephone number, including the following:



12. Defendant's messages did not include instructions on how to opt-out of future messages.

13. On September 23, 2021, Plaintiff responded with the words "Please remove me from your contact list" in an attempt to opt-out of any further text message communications with Defendant:



14. Despite Plaintiff's use of clear opt-out language, Defendant ignored Plaintiff's opt-out demand and continued to send Plaintiff another promotional text message on October 12, 2021.

15. As demonstrated by the above screenshots, the purpose of Defendant's telephonic sales calls was to solicit the sale of consumer goods and/or services.

16. Defendant's texts were not made for an emergency purpose or to collect on a debt pursuant to 47 U.S.C. § 227(b)(1)(B).

17. Defendant's text messages were transmitted to Plaintiff's cellular telephone, and within the time frame relevant to this action.

18. Defendant's text messages constitute telemarketing because they encouraged the future purchase or investment in property, goods, or services, i.e., selling Plaintiff educational courses.

19. Upon information and belief, Defendant does not have a written policy for maintaining an internal do not call list pursuant to 47 U.S.C. § 64.1200(d)(1).

20. Upon information and belief, Defendant does not inform and train its personnel engaged in telemarketing in the existence and the use of any internal do not call list pursuant to 47 U.S.C. § 64.1200(d)(2).

21. At no point in time did Plaintiff provide Defendant with her express written consent to be contacted.

22. To the extent that Defendant had any consent to contact Plaintiff, that consent was expressly revoked when Plaintiff responded on September 23, 2021, requesting for Defendant to cease contacting her.

23. Upon information and belief, Defendant caused similar telephonic sales calls to be sent to other individuals residing in Florida and throughout the United States.

24. To transmit the above telephonic sales calls, Defendant utilized a computer software system that automatically selected and dialed Plaintiff's and the Class members' telephone numbers.

25. Plaintiff never provided Defendant with express written consent authorizing Defendant to transmit telephonic sales calls to Plaintiff's cellular telephone number utilizing an automated system for the selection or dialing of telephone numbers.

26. The text messages originated from telephone number (305) 273-3539, a number which upon information and belief is owned and operated by Defendant or on behalf of Defendant.

27. Defendant's telephonic sales calls caused Plaintiff and the Class members harm, including statutory damages, inconvenience, invasion of privacy, aggravation, annoyance.

CLASS ALLEGATIONS

PROPOSED CLASS

28. Plaintiff brings this lawsuit as a class action on behalf of herself individually and on behalf of all other similarly situated persons as a class action pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3). The "Class" that Plaintiff seeks to represent is defined as:

No Consent Class: All persons in the United States who, (1) were sent a telephonic sales call regarding Defendant's goods and/or services, (2) using the same equipment or type of equipment utilized to call Plaintiff.

Internal Do Not Call Class: All persons within the United States who, within the four years prior to the filing of this Complaint, were sent a text message from Defendant or anyone on Defendant's behalf, to said person's cellular telephone number *after* making a request to Defendant to not receive future text messages.

29. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the exact number of members in the Class but believes the Class members number in the several thousands, if not more.

NUMEROSITY

30. Upon information and belief, Defendant has placed telephonic sales calls to telephone numbers belonging to thousands of consumers listed throughout Florida and the United

States without their prior express written consent and/or after they had requested to opt-out. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

31. The exact number and identities of the Class members are unknown at this time and can be ascertained only through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's call records.

COMMON QUESTIONS OF LAW AND FACT

32. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Class are:

- [1] Whether Defendant initiated telephonic sales calls to Plaintiff and the Class members;
- [2] Whether Defendant can meet its burden of showing that it had prior express written consent to make such calls;
- [3] Whether Defendant violated 47 C.F.R. § 64.1200(d);
- [4] Whether Defendant adhered to requests by class members to stop sending text messages to their telephone numbers;
- [5] Whether Defendant keeps records of text recipients who revoked consent to receive texts;
- [6] Whether Defendant has any written policies for maintaining an internal do not call list
- [7] Whether Defendant's conduct was knowing and willful; and
- [8] Whether Defendant is liable for damages, and the amount of such damages.

33. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely transmits telephonic sales calls without prior express

written consent is accurate, Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated and administered in this case.

TYPICALITY

34. Plaintiff's claims are typical of the claims of the Class members, as they are all based on the same factual and legal theories.

PROTECTING THE INTERESTS OF THE CLASS MEMBERS

35. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Class and has retained competent counsel. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

SUPERIORITY

36. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all members of the Class is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are in the millions of dollars, the individual damages incurred by each member of the Class resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every member of the Class could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

37. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Class, although certain class members are not parties to such actions.

COUNT I
VIOLATION OF FLA. STAT. § 501.059
(On Behalf of Plaintiff and the No Consent Class)

38. Plaintiff re-alleges and incorporates the foregoing allegations as if fully set forth herein.

39. It is a violation of the FTSA to “make or knowingly allow a telephonic sales call to be made if such call involves an automated system for the selection or dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called without the prior express written consent of the called party.” Fla. Stat. § 501.059(8)(a).

40. A “telephonic sales call” is defined as a “telephone call, text message, or voicemail transmission to a consumer for the purpose of soliciting a sale of any consumer goods or services, soliciting an extension of credit for consumer goods or services, or obtaining information that will or may be used for the direct solicitation of a sale of consumer goods or services or an extension of credit for such purposes.” Fla. Stat. § 501.059(1)(g).

41. “Prior express written consent” means an agreement in writing that:

1. Bears the signature of the called party;
2. Clearly authorizes the person making or allowing the placement of a telephonic sales call by telephone call, text message, or voicemail transmission to deliver or cause to be delivered to the called party a telephonic sales call using an automated system for the selection or dialing of telephone numbers, the playing of a recorded message when a connection is completed to a number called, or the transmission of a prerecorded voicemail;
3. Includes the telephone number to which the signatory authorizes a telephonic sales call to be delivered; and
4. Includes a clear and conspicuous disclosure informing the called party that:
 - a. By executing the agreement, the called party authorizes the person making or allowing the placement of a telephonic sales call to deliver or cause to be delivered a telephonic sales call to the called party using an automated system for the selection or dialing of telephone numbers or

the playing of a recorded message when a connection is completed to a number called; and

- b. He or she is not required to directly or indirectly sign the written agreement or to agree to enter into such an agreement as a condition of purchasing any property, goods, or services.

Fla. Stat. § 501.059(1)(g).

42. Defendant failed to secure prior express written consent from Plaintiff and the Class members.

43. In violation of the FTSA, Defendant made and/or knowingly allowed telephonic sales calls to be made to Plaintiff and the Class members without Plaintiff's and the Class members' prior express written consent.

44. Defendant made and/or knowingly allowed the telephonic sales calls to Plaintiff and the Class members to be made utilizing an automated system for the selection or dialing of telephone numbers.

45. As a result of Defendant's conduct, and pursuant to § 501.059(10)(a) of the FTSA, Plaintiff and Class members were harmed and are each entitled to a minimum of \$500.00 in damages for each violation. Plaintiff and the Class members are also entitled to an injunction against future calls. *Id.*

COUNT II
VIOLATION OF 47 U.S.C. § 227(c)(2)
(Individually and on behalf of the Internal Do Not Call Class)

46. Plaintiff re-alleges and incorporates paragraphs 1-37 as if fully set forth herein.

47. The TCPA provides that any "person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may" bring a private action based on a violation of said

regulations, which were promulgated to protect telephone subscribers' privacy rights to avoid receiving telephone solicitations to which they object. 47 U.S.C. § 227(c)(5).

48. Under 47 C.F.R. § 64.1200(d), “[n]o person or entity shall initiate any call for telemarketing purposes to a residential telephone subscriber unless such person or entity has instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of that person or entity. The procedures instituted must meet certain minimum standards, including:

(3) Recording, disclosure of do-not-call requests. If a person or entity making a call for telemarketing purposes (or on whose behalf such a call is made) receives a request from a residential telephone subscriber not to receive calls from that person or entity, the person or entity must record the request and place the subscriber's name, if provided, and telephone number on the do-not call list at the time the request is made. Persons or entities making calls for telemarketing purposes (or on whose behalf such calls are made) must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made. This period may not exceed thirty days from the date of such request

(6) Maintenance of do-not-call lists. A person or entity making calls for telemarketing purposes must maintain a record of a consumer's request not to receive further telemarketing calls. A do-not-call request must be honored for 5 years from the time the request is made.

47 C.F.R. § 64.1200(d)(3), (6).

49. Under 47 C.F.R § 64.1200(e) the rules set forth in 47 C.F.R. § 64.1200(d) are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers:

(e) The rules set forth in paragraph (c) and (d) of this section are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers to the extent described in the Commission's Report and Order, CG Docket No. 02-278, FCC 03-153, ‘Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991.

47 C.F.R. § 64.1200(e).

50. Plaintiff and the Internal Do Not Call Class members made requests to Defendant not to receive calls from Defendant.

51. Defendant failed to honor Plaintiff and the Internal Do Not Call Class members' requests.

52. Upon information and belief, Defendant has not instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of their behalf, pursuant to 47 C.F.R. § 64.1200(d).

53. Because Plaintiff and the Internal Do Not Call Class members received more than one text message in a 12-month period made by or on behalf of Defendant in violation of 47 C.F.R. § 64.1200(d), as described above, Defendant violated 47 U.S.C. § 227(c)(5).

54. As a result of Defendant's violations of 47 U.S.C. § 227(c)(5), Plaintiff and the Internal Do Not Call Class members are entitled to an award of \$500.00 in statutory damages, for each and every negligent violation, pursuant to 47 U.S.C. § 227(c)(5).

55. As a result of Defendant's violations of 47 U.S.C. § 227(c)(5), Plaintiff and the Internal Do Not Call Class members are entitled to an award of \$1,500.00 in statutory damages, for each and every knowing and/or willful violation, pursuant to 47 U.S.C. § 227(c)(5).

56. Plaintiff and the Internal Do Not Call Class members also suffered damages in the form of invasion of privacy.

57. Plaintiff and the Internal Do Not Call Class members are also entitled to and seek injunctive relief prohibiting Defendant's illegal conduct in the future, pursuant to 47 U.S.C. § 227(c)(5).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for the following relief:

- a) An order certifying this case as a class action on behalf of the Class as defined above, and appointing Plaintiff as the representative of the Class and Plaintiff's counsel as Class Counsel;
- b) An award of statutory damages for Plaintiff and each member of the Class;
- c) An order declaring that Defendant's actions, as set out above, violate the FTSA;
- d) An order declaring that Defendant's actions, set out above, violate the TCPA;
- e) An injunction requiring Defendant to cease all telephonic sales calls made without express written consent, and to otherwise protect the interests of the Class;
- f) Such further and other relief as the Court deems necessary.

JURY DEMAND

Plaintiff, individually and on behalf of the Class, hereby demand a trial by jury.

DOCUMENT PRESERVATION DEMAND

Plaintiff demands that Defendant take affirmative steps to preserve all records, lists, electronic databases or other itemization of telephone numbers associated with the communications or transmittal of the calls as alleged herein.

Dated: October 29, 2021

Respectfully Submitted,

SHAMIS & GENTILE P.A.

/s/ Andrew Shamis

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/s/ Garrett Berg

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Counsel for Plaintiff and the Class.

Filing # 137660189 E-Filed 11/01/2021 03:43:28 PM

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2021-024187-CA-01

MARIA FERNANDA SOTO LEIGUE, individually
and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

JURY TRIAL DEMANDED

vs.

EVERGLADES COLLEGE INC. d/b/a
KEISER UNIVERSITY,

Defendant.

MRM 1369
11/5/21 11:31

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff/Certified Process Server of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint, in this action on Defendant:

EVERGLADES COLLEGE INC. D/B/A KEISER UNIVERSITY
Attn: James Waldman- Registered Agent
1900 W Commercial Blvd, Suite 180
Ft. Lauderdale, FL 33309

Each Defendant is required to serve written defenses to the Complaint or petition on: **Andrew Shamis, Esq, Shamis & Gentile, P.A., 14 NE 1st Ave STE 705, Miami, Florida 33132**, within **twenty (20) days** after service of this summons on that Defendant, exclusive of the date of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

Dated this _____ day of _____ 11/2/2021 _____, 2021.

As Clerk of the Court

By: _____
As Deputy Clerk





MIAMI-DADE COUNTY CLERK OF THE COURTS

HARVEY RUVIN

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CIVIL, FAMILY AND PROBATE COURTS ONLINE SYSTEM

44 [BACK](#)

MARIA FERNANDA SOTO LEIGUE VS EVERGLADES COLLEGE, INC.

Local Case Number: 2021-024187-CA-01

Filing Date: 10/29/2021

State Case Number: 132021CA024187000001

Judicial Section: CA15

Consolidated Case No.: N/A

Case Type: Other Civil Complaint

Case Status: OPEN

Parties

Total Of Parties: 3 **+**

Hearing Details

Total Of Hearings: 0 **+**

Dockets

Total Of Dockets: 7 **-**

Number	Date	Book/Page	Docket Entry	Event Type	Comments
	11/02/2021		20 Day Summons Issued	Service	
6	11/02/2021		ESummons 20 Day Issued	Event	RE: INDEX # 3. Parties: Everglades College Inc.
5	11/02/2021		Receipt:	Event	RECEIPT#:3020247 AMT PAID:\$10.00 NAME:ANGELICA M GENTILE, ESQ 14 NE 1ST AVE STE# 705 MIAMI FL 33131 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$10.00 RECEIPT DATE:11/02/2021 REGISTER#:302 CASHIER:EFILINGUSER
4	11/02/2021		Receipt:	Event	RECEIPT#:3020052 AMT PAID:\$401.00 NAME:ANGELICA M GENTILE, ESQ 14 NE 1ST AVE STE# 705 MIAMI FL 33131 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$401.00 RECEIPT DATE:11/02/2021 REGISTER#:302 CASHIER:EFILINGUSER
3	11/01/2021		(M) 20 Day (C) Summons (Sub) Received	Event	
2	10/29/2021		Complaint	Event	
1	10/29/2021		Civil Cover Sheet - Claim Amount	Event	



⏪ BACK

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HARVEY RUVIN

Miami-Dade County
Clerk of the Courts

73 W. Flagler Street
Miami, Florida 33130

305-275-1155

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FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Maria Fernanda Soto Leigue
Plaintiff

Case # _____
Judge _____

vs.
Everglades College, Inc.
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability—commercial
 - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
 - Residential Evictions
 - Non-residential Evictions
- Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

2

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- yes
- no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- no
- yes If "yes," list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Angelica Gentile Gentile
Attorney or party

Fla. Bar # 102630
(Bar # if attorney)

Angelica Gentile Gentile
(type or print name)

10/29/2021
Date

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MARIA FERNANDA SOTO LEIGUE,
individually and on behalf of all others similarly
situated,

Plaintiff,

vs.

EVERGLADES COLLEGE, INC. d/b/a
KEISER UNIVERSITY,

Defendant.

CLASS ACTION

Case No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Maria Fernanda Soto Leigue brings this class action against Defendant, Everglades College, Inc. d/b/a Keiser University, and alleges as follows upon personal knowledge as to Plaintiff and Plaintiff's own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by Plaintiff's attorneys.

NATURE OF THE ACTION

1. This is a class action under the 47 U.S.C. § 227 et seq., the Telephone Consumer Protection Act ("TCPA") and under the Florida Telephone Solicitation Act ("FTSA"), Fla. Stat. § 501.059, as amended by Senate Bill No. 1120.¹

2. Defendant is a private university offering undergraduate and graduate degrees on campus and online.

¹ The amendment to the FTSA became effective on July 1, 2021.

3. To promote its goods and services, Defendant engages in aggressive telephonic sales calls to consumers without having secured prior express written consent as required under the FTSA, and with no regards for consumers' rights under the TCPA.

4. Defendant's telephonic sales calls have caused Plaintiff and the Class members harm, including violations of their statutory rights, statutory damages, annoyance, nuisance, and invasion of their privacy.

5. Through this action, Plaintiff seeks an injunction and statutory damages on behalf of herself and the Class members, as defined below, and any other available legal or equitable remedies resulting from the unlawful actions of Defendant.

PARTIES

6. Plaintiff is, and at all times relevant hereto was, an individual and a "called party" as defined by Fla. Stat. § 501.059(1)(a) in that she was the regular user of telephone number ***-***-1578 (the "1578 Number") that received Defendant's telephonic sales calls. Plaintiff is a resident of Miami-Dade County, Florida.

7. Defendant is, and at all times relevant hereto was, a Florida corporation and a "telephone solicitor" as defined by Fla. Stat. § 501.059(f). Defendant maintains its primary place of business and headquarters in Fort Lauderdale, Florida. Defendant directs, markets, and provides business activities throughout the State of Florida and the United States.

JURISDICTION AND VENUE

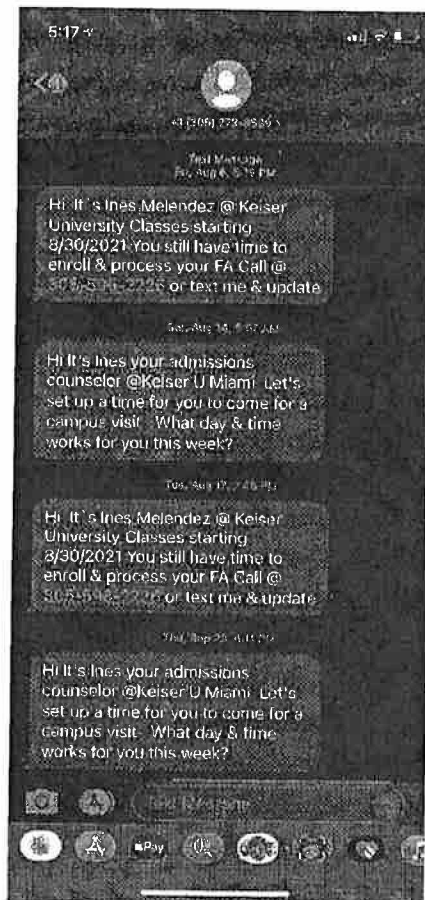
8. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2). The matter in controversy exceeds the sum or value of \$30,000 exclusive of interest, costs, and attorney's fees.

9. Defendant is subject to personal jurisdiction in Florida because this suit arises out of and relates to Defendant's contacts with this state. Defendant made or caused to be made telephonic sales calls into Florida without the requisite prior express written consent in violation of the FTSA. Plaintiff received such calls while residing in and physically present in Florida.

10. Venue for this action is proper in this Court pursuant to Fla. Stat. § 47.051 because Defendant (1) is a Florida corporation doing business in this judicial circuit; and (2) has an agent or other representative in Florida. All facts giving rise to this action occurred in this circuit.

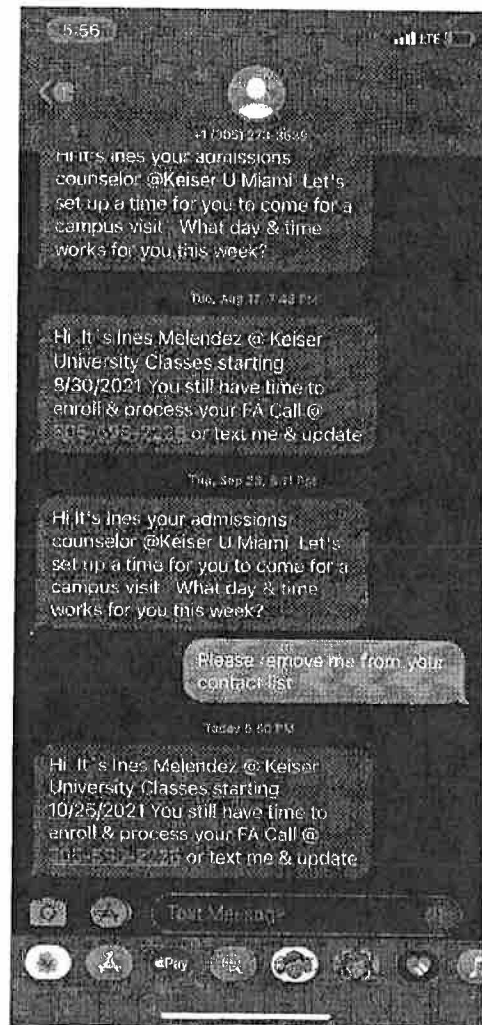
FACTS

11. Beginning on or about August 6, 2021, Defendant sent numerous unsolicited telephonic sales calls to Plaintiff's cellular telephone number, including the following:



12. Defendant's messages did not include instructions on how to opt-out of future messages.

13. On September 23, 2021, Plaintiff responded with the words "Please remove me from your contact list" in an attempt to opt-out of any further text message communications with Defendant:



14. Despite Plaintiff's use of clear opt-out language, Defendant ignored Plaintiff's opt-out demand and continued to send Plaintiff another promotional text message on October 12, 2021.

15. As demonstrated by the above screenshots, the purpose of Defendant's telephonic sales calls was to solicit the sale of consumer goods and/or services.

16. Defendant's texts were not made for an emergency purpose or to collect on a debt pursuant to 47 U.S.C. § 227(b)(1)(B).

17. Defendant's text messages were transmitted to Plaintiff's cellular telephone, and within the time frame relevant to this action.

18. Defendant's text messages constitute telemarketing because they encouraged the future purchase or investment in property, goods, or services, i.e., selling Plaintiff educational courses.

19. Upon information and belief, Defendant does not have a written policy for maintaining an internal do not call list pursuant to 47 U.S.C. § 64.1200(d)(1).

20. Upon information and belief, Defendant does not inform and train its personnel engaged in telemarketing in the existence and the use of any internal do not call list pursuant to 47 U.S.C. § 64.1200(d)(2).

21. At no point in time did Plaintiff provide Defendant with her express written consent to be contacted.

22. To the extent that Defendant had any consent to contact Plaintiff, that consent was expressly revoked when Plaintiff responded on September 23, 2021, requesting for Defendant to cease contacting her.

23. Upon information and belief, Defendant caused similar telephonic sales calls to be sent to other individuals residing in Florida and throughout the United States.

24. To transmit the above telephonic sales calls, Defendant utilized a computer software system that automatically selected and dialed Plaintiff's and the Class members' telephone numbers.

25. Plaintiff never provided Defendant with express written consent authorizing Defendant to transmit telephonic sales calls to Plaintiff's cellular telephone number utilizing an automated system for the selection or dialing of telephone numbers.

26. The text messages originated from telephone number (305) 273-3539, a number which upon information and belief is owned and operated by Defendant or on behalf of Defendant.

27. Defendant's telephonic sales calls caused Plaintiff and the Class members harm, including statutory damages, inconvenience, invasion of privacy, aggravation, annoyance.

CLASS ALLEGATIONS

PROPOSED CLASS

28. Plaintiff brings this lawsuit as a class action on behalf of herself individually and on behalf of all other similarly situated persons as a class action pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (b)(3). The "Class" that Plaintiff seeks to represent is defined as:

No Consent Class: All persons in the United States who, (1) were sent a telephonic sales call regarding Defendant's goods and/or services, (2) using the same equipment or type of equipment utilized to call Plaintiff.

Internal Do Not Call Class: All persons within the United States who, within the four years prior to the filing of this Complaint, were sent a text message from Defendant or anyone on Defendant's behalf, to said person's cellular telephone number *after* making a request to Defendant to not receive future text messages.

29. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the exact number of members in the Class but believes the Class members number in the several thousands, if not more.

NUMEROSITY

30. Upon information and belief, Defendant has placed telephonic sales calls to telephone numbers belonging to thousands of consumers listed throughout Florida and the United

States without their prior express written consent and/or after they had requested to opt-out. The members of the Class, therefore, are believed to be so numerous that joinder of all members is impracticable.

31. The exact number and identities of the Class members are unknown at this time and can be ascertained only through discovery. Identification of the Class members is a matter capable of ministerial determination from Defendant's call records.

COMMON QUESTIONS OF LAW AND FACT

32. There are numerous questions of law and fact common to the Class which predominate over any questions affecting only individual members of the Class. Among the questions of law and fact common to the Class are:

- [1] Whether Defendant initiated telephonic sales calls to Plaintiff and the Class members;
- [2] Whether Defendant can meet its burden of showing that it had prior express written consent to make such calls;
- [3] Whether Defendant violated 47 C.F.R. § 64.1200(d);
- [4] Whether Defendant adhered to requests by class members to stop sending text messages to their telephone numbers;
- [5] Whether Defendant keeps records of text recipients who revoked consent to receive texts;
- [6] Whether Defendant has any written policies for maintaining an internal do not call list
- [7] Whether Defendant's conduct was knowing and willful; and
- [8] Whether Defendant is liable for damages, and the amount of such damages.

33. The common questions in this case are capable of having common answers. If Plaintiff's claim that Defendant routinely transmits telephonic sales calls without prior express

written consent is accurate, Plaintiff and the Class members will have identical claims capable of being efficiently adjudicated and administered in this case.

TYPICALITY

34. Plaintiff's claims are typical of the claims of the Class members, as they are all based on the same factual and legal theories.

PROTECTING THE INTERESTS OF THE CLASS MEMBERS

35. Plaintiff is a representative who will fully and adequately assert and protect the interests of the Class and has retained competent counsel. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Class.

SUPERIORITY

36. A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit because individual litigation of the claims of all members of the Class is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are in the millions of dollars, the individual damages incurred by each member of the Class resulting from Defendant's wrongful conduct are too small to warrant the expense of individual lawsuits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every member of the Class could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases.

37. The prosecution of separate actions by members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. For example, one court might enjoin Defendant from performing the challenged acts, whereas another may not. Additionally, individual actions may be dispositive of the interests of the Class, although certain class members are not parties to such actions.

COUNT I
VIOLATION OF FLA. STAT. § 501.059
(On Behalf of Plaintiff and the No Consent Class)

38. Plaintiff re-alleges and incorporates the foregoing allegations as if fully set forth herein.

39. It is a violation of the FTSA to “make or knowingly allow a telephonic sales call to be made if such call involves an automated system for the selection or dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called without the prior express written consent of the called party.” Fla. Stat. § 501.059(8)(a).

40. A “telephonic sales call” is defined as a “telephone call, text message, or voicemail transmission to a consumer for the purpose of soliciting a sale of any consumer goods or services, soliciting an extension of credit for consumer goods or services, or obtaining information that will or may be used for the direct solicitation of a sale of consumer goods or services or an extension of credit for such purposes.” Fla. Stat. § 501.059(1)(g).

41. “Prior express written consent” means an agreement in writing that:

1. Bears the signature of the called party;
2. Clearly authorizes the person making or allowing the placement of a telephonic sales call by telephone call, text message, or voicemail transmission to deliver or cause to be delivered to the called party a telephonic sales call using an automated system for the selection or dialing of telephone numbers, the playing of a recorded message when a connection is completed to a number called, or the transmission of a prerecorded voicemail;
3. Includes the telephone number to which the signatory authorizes a telephonic sales call to be delivered; and
4. Includes a clear and conspicuous disclosure informing the called party that:
 - a. By executing the agreement, the called party authorizes the person making or allowing the placement of a telephonic sales call to deliver or cause to be delivered a telephonic sales call to the called party using an automated system for the selection or dialing of telephone numbers or

the playing of a recorded message when a connection is completed to a number called; and

- b. He or she is not required to directly or indirectly sign the written agreement or to agree to enter into such an agreement as a condition of purchasing any property, goods, or services.

Fla. Stat. § 501.059(1)(g).

42. Defendant failed to secure prior express written consent from Plaintiff and the Class members.

43. In violation of the FTSA, Defendant made and/or knowingly allowed telephonic sales calls to be made to Plaintiff and the Class members without Plaintiff's and the Class members' prior express written consent.

44. Defendant made and/or knowingly allowed the telephonic sales calls to Plaintiff and the Class members to be made utilizing an automated system for the selection or dialing of telephone numbers.

45. As a result of Defendant's conduct, and pursuant to § 501.059(10)(a) of the FTSA, Plaintiff and Class members were harmed and are each entitled to a minimum of \$500.00 in damages for each violation. Plaintiff and the Class members are also entitled to an injunction against future calls. *Id.*

COUNT II

VIOLATION OF 47 U.S.C. § 227(c)(2)

(Individually and on behalf of the Internal Do Not Call Class)

46. Plaintiff re-alleges and incorporates paragraphs 1-37 as if fully set forth herein.

47. The TCPA provides that any "person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may" bring a private action based on a violation of said

regulations, which were promulgated to protect telephone subscribers' privacy rights to avoid receiving telephone solicitations to which they object. 47 U.S.C. § 227(c)(5).

48. Under 47 C.F.R. § 64.1200(d), “[n]o person or entity shall initiate any call for telemarketing purposes to a residential telephone subscriber unless such person or entity has instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of that person or entity. The procedures instituted must meet certain minimum standards, including:

(3) Recording, disclosure of do-not-call requests. If a person or entity making a call for telemarketing purposes (or on whose behalf such a call is made) receives a request from a residential telephone subscriber not to receive calls from that person or entity, the person or entity must record the request and place the subscriber's name, if provided, and telephone number on the do-not call list at the time the request is made. Persons or entities making calls for telemarketing purposes (or on whose behalf such calls are made) must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made. This period may not exceed thirty days from the date of such request

(6) Maintenance of do-not-call lists. A person or entity making calls for telemarketing purposes must maintain a record of a consumer's request not to receive further telemarketing calls. A do-not-call request must be honored for 5 years from the time the request is made.

47 C.F.R. § 64.1200(d)(3), (6).

49. Under 47 C.F.R. § 64.1200(e) the rules set forth in 47 C.F.R. § 64.1200(d) are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers:

(e) The rules set forth in paragraph (c) and (d) of this section are applicable to any person or entity making telephone solicitations or telemarketing calls to wireless telephone numbers to the extent described in the Commission's Report and Order, CG Docket No. 02-278, FCC 03-153, “Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991.

47 C.F.R. § 64.1200(e).

50. Plaintiff and the Internal Do Not Call Class members made requests to Defendant not to receive calls from Defendant.

51. Defendant failed to honor Plaintiff and the Internal Do Not Call Class members' requests.

52. Upon information and belief, Defendant has not instituted procedures for maintaining a list of persons who request not to receive telemarketing calls made by or on behalf of their behalf, pursuant to 47 C.F.R. § 64.1200(d).

53. Because Plaintiff and the Internal Do Not Call Class members received more than one text message in a 12-month period made by or on behalf of Defendant in violation of 47 C.F.R. § 64.1200(d), as described above, Defendant violated 47 U.S.C. § 227(c)(5).

54. As a result of Defendant's violations of 47 U.S.C. § 227(c)(5), Plaintiff and the Internal Do Not Call Class members are entitled to an award of \$500.00 in statutory damages, for each and every negligent violation, pursuant to 47 U.S.C. § 227(c)(5).

55. As a result of Defendant's violations of 47 U.S.C. § 227(c)(5), Plaintiff and the Internal Do Not Call Class members are entitled to an award of \$1,500.00 in statutory damages, for each and every knowing and/or willful violation, pursuant to 47 U.S.C. § 227(c)(5).

56. Plaintiff and the Internal Do Not Call Class members also suffered damages in the form of invasion of privacy.

57. Plaintiff and the Internal Do Not Call Class members are also entitled to and seek injunctive relief prohibiting Defendant's illegal conduct in the future, pursuant to 47 U.S.C. § 227(c)(5).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for the following relief:

- a) An order certifying this case as a class action on behalf of the Class as defined above, and appointing Plaintiff as the representative of the Class and Plaintiff's counsel as Class Counsel;
- b) An award of statutory damages for Plaintiff and each member of the Class;
- c) An order declaring that Defendant's actions, as set out above, violate the FTSA;
- d) An order declaring that Defendant's actions, set out above, violate the TCPA;
- e) An injunction requiring Defendant to cease all telephonic sales calls made without express written consent, and to otherwise protect the interests of the Class;
- f) Such further and other relief as the Court deems necessary.

JURY DEMAND

Plaintiff, individually and on behalf of the Class, hereby demand a trial by jury.

DOCUMENT PRESERVATION DEMAND

Plaintiff demands that Defendant take affirmative steps to preserve all records, lists, electronic databases or other itemization of telephone numbers associated with the communications or transmittal of the calls as alleged herein.

Dated: October 29, 2021

Respectfully Submitted,

SHAMIS & GENTILE P.A.

/s/ Andrew Shamis

Andrew J. Shamis, Esq.
Florida Bar No. 101754
ashamis@shamisgentile.com

/s/ Garrett Berg

Garrett O. Berg, Esq.
Florida Bar No. 1000427
gberg@shamisgentile.com

14 NE 1st Ave., Suite 705
Miami, Florida 33132
Telephone: 305-479-2299

EDELSBERG LAW P.A.

/s/ Scott Edelsberg

Scott Edelsberg, Esq.
Florida Bar No. 0100537
20900 NE 30th Ave., Suite 417
Aventura, Florida 33180
Telephone: 305-975-3320
Email: scott@edelsberglaw.com

Counsel for Plaintiff and the Class.

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2021-024187-CA-01

MARIA FERNANDA SOTO LEIGUE, individually
and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

JURY TRIAL DEMANDED

vs.

EVERGLADES COLLEGE INC. d/b/a
KEISER UNIVERSITY,

Defendant.

*MRM 1369
11/5/21 11:31*

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff/Certified Process Server of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint, in this action on Defendant:

EVERGLADES COLLEGE INC. D/B/A KEISER UNIVERSITY
Attn: James Waldman- Registered Agent
1900 W Commercial Blvd, Suite 180
Ft. Lauderdale, FL 33309

Each Defendant is required to serve written defenses to the Complaint or petition on: **Andrew Shamis, Esq, Shamis & Gentile, P.A., 14 NE 1st Ave STE 705, Miami, Florida 33132**, within **twenty (20) days** after service of this summons on that Defendant, exclusive of the date of service, and to file the original of the defenses with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

Dated this _____ day of 11/2/2021, 2021.

As Clerk of the Court

By: _____
As Deputy Clerk



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. _____

MARIA FERNANDA SOTO LEIGUE,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

EVERGLADES COLLEGE, INC. d/b/a
KEISER UNIVERSITY,

Defendant.
_____/

DEFENDANT'S EVERGLADES COLLEGE, INC. d/b/a KEISER UNIVERSITY,
LIST OF REMOVAL DOCUMENTS

Defendant, EVERGLADES COLLEGE, INC. d/b/a KEISER UNIVERSITY (hereinafter
"Keiser"), pursuant to 28 U.S.C. §1446(a), files the following documents constituting all process,
pleadings, motions, and orders existing on file in the State court in this removed action:

1. Civil Cover Sheet
2. Complaint
3. Summons
4. Summons Issued, Keiser.
5. Receipt, Clerk & Comptroller Miami-Dade County, Florida

Cole, Scott & Kissane, P.A.

ESPERANTE BUILDING - 222 LAKEVIEW AVENUE, SUITE 120 - WEST PALM BEACH, FLORIDA 33401 (561) 383-9200 - (561) 683-8977 FAX



CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that on this 6th day of December 2021, we electronically filed the foregoing document with the Clerk of Court using CM/ECF. We also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the Service List below in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

By: /s/ Justin C. Sorel
JUSTIN C. SOREL
FBN: 0016256
Email: Justin.Sorel@csklegal.com

SERVICE LIST

Andrew J. Shamis, Esq. and Garret O. Berg, Esq.
SHAMIS & GENTILE P.A.
14 NE 1st Ave., Suite 705
Miami, FL 33132
305-479-2299
ashamis@shamisgentile.com
gberg@shamisgentile.com
Scott Edelsberg, Esq.
EDELBERG LAW P.A.
20900 NE 30th Ave., Suite 417
Aventura, FL 33180
305-975-3320
Counsel for Plaintiff and the Class

CIVIL COVER SHEET

JS 44 (Rev. 10/20) FLSD Revised 02/12/2021

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 Re-filed Cases Below.

I. (a) PLAINTIFFS

MARIA FERANDO SOTO LEIGUE, individual

DEFENDANTS

EVERGLADES COLLEGE, INC.

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
305-479-2299
Miami, FL 33132

Edelsberg Law P.A.
20900 NE 30th Ave, Suite 417
Aventura, FL 33180
305-975-3320

Attorneys (If Known)

Cole, Scott and Kissane, P.A.
222 Lakeview Ave, Suite 120
WPB, FL 33409
561-383-9200

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

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 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 |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| 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 type="checkbox"/> 5 |
| 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)

- | | | | | | | | | | | | |
|--|---|--|---|--|---|---|---|--|--|---|--|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 195 Contract Product Liability | <input type="checkbox"/> 196 Franchise |
| CONTRACT | | | | | | | | | | | |
| <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 355 Motor Vehicle Product Liability | <input type="checkbox"/> 360 Other Personal Injury | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 441 Voting |
| PERSONAL INJURY | | | | | | | | | | | |
| <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | <input type="checkbox"/> 370 Other Fraud | <input type="checkbox"/> 371 Truth in Lending | <input type="checkbox"/> 380 Other Personal Property Damage | <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 448 Education |
| TORTS | | | | | | | | | | | |
| <input type="checkbox"/> 463 Alien Detainee | <input type="checkbox"/> 510 Motions to Vacate Sentence | <input type="checkbox"/> 530 General | <input type="checkbox"/> 535 Death Penalty | <input type="checkbox"/> 540 Mandamus & Other | <input type="checkbox"/> 550 Civil Rights | <input type="checkbox"/> 555 Prison Condition | <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | <input type="checkbox"/> 570 Labor/Mgmt. Relations | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 751 Family and Medical Leave Act | <input type="checkbox"/> 790 Other Labor Litigation |
| PRISONER PETITIONS | | | | | | | | | | | |
| LABOR | | | | | | | | | | | |
| <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 751 Family and Medical Leave Act | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 830 Patent |
| FORFEITURE/PENALTY | | | | | | | | | | | |
| <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 820 Copyrights | <input type="checkbox"/> 830 Patent | <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input type="checkbox"/> 864 SSID Title XVI | <input type="checkbox"/> 865 RS1 (405(g)) |
| BANKRUPTCY | | | | | | | | | | | |
| <input type="checkbox"/> 375 False Claims Act | <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) | <input type="checkbox"/> 400 State Reapportionment | <input type="checkbox"/> 410 Antitrust | <input type="checkbox"/> 430 Banks and Banking | <input type="checkbox"/> 450 Commerce | <input type="checkbox"/> 460 Deportation | <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations | <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) | <input checked="" type="checkbox"/> 485 Telephone Consumer Protection Act (TCPA) | <input type="checkbox"/> 490 Cable/Sat TV | <input type="checkbox"/> 850 Securities/Commodities/Exchange |
| OTHER STATUTES | | | | | | | | | | | |
| <input type="checkbox"/> 890 Other Statutory Actions | <input type="checkbox"/> 891 Agricultural Acts | <input type="checkbox"/> 893 Environmental Matters | <input type="checkbox"/> 895 Freedom of Information Act | <input type="checkbox"/> 896 Arbitration | <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision | <input type="checkbox"/> 950 Constitutionality of State Statutes | | | | | |
| FEDERAL TAX SUITS | | | | | | | | | | | |
| <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | | | | | | | | | | |

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

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):
Alleged violations 47 U.S.C. Section 227 et seq. and Fla. Stat. Section 501. 059
LENGTH OF TRIAL via 4 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

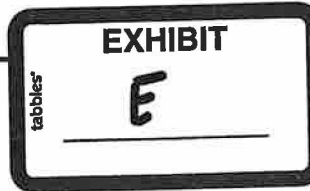
ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE 12/16/21

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY: RECEIPT # AMOUNT IFP JUDGE MAG JUDGE



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Filed Over Alleged Keiser University Telemarketing Text Messages](#)
