

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

CHARLES M. GREENE,  
Individually and on behalf of all those  
similarly situated,

Plaintiff,

V.

THE TERMINIX INTERNATIONAL  
COMPANY LIMITED PARTNERSHIP,

Defendant.

Case No. \_\_\_\_\_

## CLASS ACTION

## **DEFENDANT'S NOTICE OF REMOVAL**

Defendant The Terminix International Company, L.P. (“Defendant” or “Terminix”), by and through undersigned counsel and pursuant to 28 U.S.C. §§ 1441, 1446, and the Class Action Fairness Act of 2005 (“CAFA”), as codified in 28 U.S.C. §§ 1332(d) and 1453, and with full reservation of all defenses, provides notice of its removal of the above-styled action from the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida, to the United States District Court for the Southern District of Florida, Miami Division. In support of removal, Terminix states as follows:

## **INTRODUCTION**

1. Plaintiff Charles M. Greene (“Plaintiff”), individually and purportedly on behalf of others similarly situated, filed a class action Complaint (the “Complaint”) on or about December 9, 2021 in the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida. (See Ex. A, Compl.)<sup>1</sup> Plaintiff asserts claims for breach of contract, unjust enrichment, violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), and violation of the Florida Consumer Collection Practices Act (“FCCPA”) against Terminix arising out of Terminix’s purported retention of fees for his and the putative class members’ allegedly canceled contracts. (See *id.* ¶¶ 1, 53–79.)

2. Terminix timely filed its Answer on January 5, 2022. (See Ex. A, Answer.)

3. Terminix denies Plaintiff’s allegations, denies that the putative class should be certified, and denies that Plaintiff and the putative class members suffered any harm as a result of Terminix’s alleged conduct. Nothing in this Notice of Removal constitutes an admission of any allegation in the Complaint or a waiver of any defense, argument, or principle of equity available to Terminix.<sup>2</sup> Subject to and

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<sup>1</sup> All process, pleadings, orders, and other papers filed in state court are attached hereto collectively as Exhibit A. See 28 U.S.C. § 1446(a).

<sup>2</sup> In particular, Terminix explicitly reserves its right to compel this case to arbitration and files this notice of removal without prejudice to that right.

without waiving the foregoing, Terminix now removes the state-court action to this Court.

4. Terminix has satisfied the procedural requirements for removal under 28 U.S.C. § 1446.

5. The jurisdictional requirements under CAFA are met: (i) this is a class action composed of thousands of putative class members; (ii) at least one of the putative class members, Plaintiff, is—upon information and belief—a citizen of Florida, a State that is different than the States of which Terminix is a citizen; and (iii) the amount in controversy, exclusive of interest and costs, exceeds \$5,000,000.

**TERMINIX HAS SATISFIED THE PROCEDURAL REQUIREMENTS FOR  
REMOVAL UNDER 28 U.S.C. § 1446**

6. Venue is proper in this Court because Plaintiff originally filed this action in the Circuit Court for the 11th Judicial Circuit, in and for Miami-Dade County, Florida, and the United States District Court for the Southern District of Florida, Miami Division, is the “district court of the United States for the district and division within which [the state-court action] is pending.” 28 U.S.C. § 1446(a); *see* 28 U.S.C.A. § 89; 28 U.S.C.A. § 1453.

7. Removal is timely pursuant to 28 U.S.C. § 1446(b)(1). The Complaint was filed on December 9, 2021 and was served by process server on Terminix’s

registered agent on December 16, 2021. Thus, this Notice of Removal is timely because it is filed within thirty days of service of the Complaint.

8. Pursuant to 28 U.S.C. § 1446(d), Terminix is serving a copy of this Notice of Removal upon counsel for Plaintiff, and a copy is being filed with the Clerk of the Circuit Court for the 11th Judicial Circuit, in and for Miami-Dade County, Florida.

9. Terminix reserves the right to amend or supplement this Notice of Removal.

10. If any question arises as to the propriety of the removal of this action, Terminix requests the opportunity to present a brief and requests oral argument in support of removal.

11. As shown below, this case is removable to federal court pursuant to CAFA.

**THIS CASE IS REMOVABLE UNDER CAFA**

12. Terminix may remove to federal district court “any civil action brought in a State court of which the district courts of the United States have original jurisdiction.” 28 U.S.C. § 1441(a).

13. Under CAFA, “district courts shall have original jurisdiction of any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which . . . any member of a class of plaintiffs is a citizen of a State different from any defendant.”



28 U.S.C. § 1332(d)(2)(A). In addition, there must be 100 or more members in the proposed plaintiff classes. *See* 28 U.S.C. § 1132(d)(5)(B); *see also Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 84–85 (2014) (“CAFA gives federal courts jurisdiction over certain class actions, defined in § 1332(d)(1), if the class has more than 100 members, the parties are minimally diverse, and the amount in controversy exceeds \$5 million.”).

14. A notice of removal need only provide “a short and plain statement of the grounds for removal.” 28 U.S.C. § 1446(a). The rule governing the content of a notice of removal, 28 U.S.C. § 1446, “[t]racks the general pleading requirement[s] stated in [Fed. R. Civ. P.] 8(a),” and submission of proof is only necessary if the allegations in the notice of removal are contested. *See Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014) (“In sum, as specified in § 1446(a), a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold. Evidence establishing the amount is required by § 1446(c)(2)(B) only when the plaintiff contests, or the court questions, the defendant’s allegation.”). The requirements for removal are satisfied here.

**A. This is a class action composed of more than 100 alleged class members.**

15. Under CAFA, the term “class action” means “any civil action filed under Rule 23 of the Federal Rules of Civil Procedure or similar State statute or rule

of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1132(d)(1)(B).

16. This is a “class action” within the meaning of CAFA because Plaintiff filed his Complaint pursuant to Florida Rule of Civil Procedure 1.220, a rule similar to Federal Rule of Civil Procedure 23, on behalf of himself and putative classes as defined in the Complaint. (*See Ex. A*, Compl. ¶¶ 42–52); *compare* Fla. R. Civ. P. 1.220, *with* Fed. R. Civ. P. 23.

17. The 100-class-member requirement is likewise satisfied because Plaintiff alleges that members of the purported classes number “in excess of five thousand (5,000) putative members.” (*Ex. A*, Compl. ¶ 45.)

**B. There is minimal diversity between members of the plaintiff class and Terminix.**

18. Under CAFA, minimal diversity is met where “any member of a class of plaintiffs is a citizen of a State different from any defendant.” *See* 28 U.S.C. § 1332(d)(2)(A).

19. Terminix is a Delaware limited partnership that has its principal place of business in Tennessee. Section 1332(d) explains that, “[f]or purposes of this subsection [addressing CAFA diversity jurisdiction] and section 1453 [addressing CAFA removals], an unincorporated association shall be deemed to be a citizen of the State where it has its principal place of business and the State under whose laws it is organized.” 28 U.S.C.A. § 1332(d)(10). Terminix, a limited partnership, is thus

a citizen of Delaware and of Tennessee. *See id.*; *see also Ferrell v. Express Check Advance of SC LLC*, 591 F.3d 698, 705 (4th Cir. 2010) (concluding that “‘unincorporated association’ in § 1332(d)(10) refers to all non-corporate business entities”).<sup>3</sup>

20. Named Plaintiff Charles M. Greene is alleged to be a resident of the State of Florida. (*See Ex. A*, Compl. ¶ 7.) Upon information and belief, Plaintiff Charles M. Greene is a citizen of Florida. Moreover, Plaintiff seeks to represent classes comprised of “persons or entities with Florida service addresses,” “Florida persons or entities with Florida service addresses,” and “persons or entities, nationwide.” (*Ex. A*, Compl. ¶ 42.) Upon information and belief, numerous

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<sup>3</sup> Under the traditional analysis of citizenship in non-CAFA diversity cases, the result would be the same. Defendant is a Delaware limited partnership with one general partner, TMX Holdco, Inc., and one limited partner, The Terminix Company, LLC. For purposes of non-CAFA diversity of citizenship, a limited partnership is a citizen of each state in which any of its partners, limited or general, are citizens. *See Carden v. Arkoma Assocs.*, 494 U.S. 185, 195–196 (1990). TMX Holdco, Inc. is incorporated in the State of Delaware and has its principal place of business in Tennessee, and it is thus a citizen of Delaware and Tennessee. The Terminix Company, LLC is a Delaware limited liability company. For purposes of non-CAFA diversity of citizenship, the citizenship of a limited liability company is determined by the citizenship of all its members. *See Mallory & Evans Contractors & Eng’rs, LLC v. Tuskegee Univ.*, 663 F.3d 1304, 1305 (11th Cir. 2011) (per curiam). The sole member of The Terminix Company, LLC is CDRSVM Holding, LLC which, in turn, is a Delaware limited liability company whose sole member is CDRSVM Investment Holding, LLC. CDRSVM Investment Holding, LLC is, in turn, a Delaware limited liability company whose sole member is Terminix Global Holdings, Inc. Terminix Global Holdings, Inc. is incorporated in the State of Delaware and has its principal place of business in Tennessee. Accordingly, The Terminix Company, LLC (the limited partner of Defendant) is also a citizen of Delaware and Tennessee. As both the general partner—TMX Hold Co, Inc.—and the limited partner—The Terminix Company, LLC—are both citizens of Delaware and Tennessee, Defendant is also a citizen of Delaware and Tennessee under traditional principles of non-CAFA diversity jurisdiction.

members of the putative classes are citizens of states other than Tennessee and Delaware.

21. Accordingly, minimal diversity exists under 28 U.S.C. § 1332(d)(2)(A) because Plaintiff is a citizen of Florida and because numerous members of the proposed classes are citizens of states other than Delaware and Tennessee, the states of which Terminix is a citizen. *See* 28 U.S.C. § 1332(d)(2)(A); *see also* 28 U.S.C. § 1332(d)(1)(D) (“[T]he term ‘class members’ means the persons (named or unnamed) who fall within the definition of the proposed or certified class in a class action.”).

**C. The matter in controversy exceeds \$5,000,000.**

22. Plaintiff brings claims under theories of breach of contract and/or unjust enrichment, violations of the FDUTPA, and violations of the FCCPA and seeks, *inter alia*, actual damages, restitution, costs, attorney’s fees, and FCCPA statutory damages. (*See* Ex. A, Compl. ¶¶ 62, 66, 72, 79.)

23. Plaintiff does not allege a specific amount of damages in the Complaint, though he does allege that the actual and statutory damages are “in excess of thirty thousand dollars (\$30,000.00) exclusive of interest, attorneys’ fees, and costs.” (Ex. A, Compl. ¶ 4.) Plaintiff also alleges that he was entitled to be refunded \$322.31 for the cancelled service contract, and elsewhere alleges that “Terminix, in a sworn

affidavit, acknowledged that Plaintiff Greene was entitled to a refund in the amount of three hundred forty-five dollars (\$345.00).” (Ex. A, Compl. ¶¶ 17, 20.)

24. It is unclear whether Plaintiff alleges that his own claims exceed \$30,000 or that the collective amount in controversy for the claims of all putative class members exceeds \$30,000. If the former, then it is clear that this putative class action creates an amount in controversy that exceeds \$5,000,000 assuming only the minimum 5,000 class membership that Plaintiff alleges, (*see Ex. A*, Compl. ¶ 45), and that the purported value of the claims of other class members mirrors the purported value of Plaintiff’s (*i.e.*,  $5,000 \times \$30,000 = \$150,000,000$ ). *See Day v. Sarasota Drs. Hosp., Inc.*, No. 8:19-CV-1522-T-33TGW, 2020 WL 5758003, at \*5 (M.D. Fla. Sept. 28, 2020) (assuming that putative class members were overcharged by approximately the same amount as named plaintiff and finding \$5 million amount in controversy met); *Perret v. Wyndham Vacation Resorts, Inc.*, No. 11-CV-61904, 2012 WL 592171, at \*2 & n.3 (S.D. Fla. Feb. 22, 2012).

25. If rather than pleading that the value of his own personal claims exceeds \$30,000, Plaintiff has instead alleged that the damages sought class-wide exceed \$30,000, “the removing defendant must prove by a preponderance of the evidence that the amount in controversy exceeds the jurisdictional requirement.” *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 752 (11th Cir. 2010) (quoting *Williams v. Best Buy Co., Inc.*, 269 F.3d 1316, 1319 (11th Cir. 2001)).

26. The claims of the individual class members, when aggregated, result in an amount in controversy that exceeds \$5,000,000, excluding interest and costs. *See* 28 U.S.C. § 1332(d)(6). In assessing this requirement, “the pertinent question is what is *in controversy* in the case, not how much the plaintiffs are ultimately likely to recover.” *Pretka*, 608 F.3d at 751 (quoting *Amoche v. Guarantee Trust Life Ins. Co.*, 556 F.3d 41, 51 (1st Cir.2009)).

27. The Supreme Court has made clear that “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014); *see also Anderson v. Wilco Life Ins. Co.*, 943 F.3d 917, 925 (11th Cir. 2019).

28. Plaintiff seeks to represent a “Breach of Contract/Unjust Enrichment Class” of “[a]ll persons or entities, nationwide, who cancelled their annual service contract with Terminix prior to the expiration of its term and did not receive a prorated refund, within the five (5) years prior to the filing of this Action.”<sup>4</sup> (Ex. A, Compl. ¶ 42.)

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<sup>4</sup> Plaintiff also seeks to represent two other classes: (A) a “FDUTPA Class” of “[a]ll persons or entities with Florida service addresses who cancelled their annual service with Defendant Terminix prior to the expiration of its term and did not receive a prorated refund, within the four (4) years prior to the filing of this Action”; and (B) a “FCCPA Class” of “[a]ll Florida persons or entities with Florida service addresses charged by Defendant Terminix or for whom Defendant Terminix retained one-years’ worth of fees for less than one-years’ worth of service within the two (2) years prior to the filing of this Action.” (Ex. A, Compl. ¶ 42.) Damages available to these classes are not explored because the nationwide class suffices to establish the

29. Plaintiff alleges, *inter alia*, that Terminix “systematically retains annual fees after service is cancelled prior to the expiration of the one (1) year term.” (Ex. A, Compl. ¶ 57.)<sup>5</sup>

30. As established in the Declaration of Aaron Allred (“Allred Declaration”) attached as Exhibit B, at least 195,026 customers in the United States canceled annual contracts for termite services with Terminix prior to the expiration of their term during the five years preceding the filing of this Action. (*See Ex. B*, Allred Declaration.) The average annual renewal rate charged to those customers for the year in which they cancelled their respective contracts was \$346.83. (*See id.*) If those 195,026 customers had sought and been denied a pro-rated refund for only *one* month of their respective renewal fees (an average of \$28.90 each), then this would total more than \$5.6 million, easily exceeding the \$5 million minimum. (*See*

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requisite amount in controversy, but Terminix notes that Plaintiff also seeks attorney’s fees under both the FCCPA and the FDUTPA and also seeks statutory damages under the FCCPA. (*See id.* at ¶¶ 62, 66.)

<sup>5</sup> *See also id.* at ¶¶ 2–3 (“Terminix enters into year-long service contracts, which are cancelable at-will . . . . Shockingly, however, despite expressly acknowledging that refunds are required under the above-described circumstances, Defendant Terminix retains these funds as undue profit.”); *id.* at ¶¶ 27–29 (“Defendant’s charge and retention of fees for cancelled contracts is deceptive, unfair, and contrary to established public policy, because Defendant represents that the fees charged are for a year’s worth of services, yet Defendant retains the full amount of fees even when the contract is cancelled prior to a full year term. . . . Defendant has engaged and continues to engage in a pattern of unfair, unconscionable, and deceptive acts or practices . . . .”); *id.* at ¶¶ 39–40 (“In the simplest of terms, it is undisputed that Defendant Terminix entered into a contract with Plaintiff Greene and the rest of the Class to render services on an annual basis . . . . Defendant Terminix acknowledges the refund requirement, but refuses to adhere to It.”)

*id.*) Moreover, Terminix's records indicate that customers cancel their annual contracts for termite services at various times during their respective twelve-month terms, indicating that the actual amount of prorated refunds sought for the class members described above more likely than not exceeds \$5.6 million by a significant margin. (*See id.*)

31. As demonstrated, aggregating the claims of all class members as mandated by CAFA, 28 U.S.C. 1332(d)(6), the Breach of Contract/Unjust Enrichment Class alone meets the \$5,000,000 minimum requirement to establish CAFA jurisdiction.

32. Thus, while Terminix denies that Plaintiff and the putative class members are entitled to any relief whatsoever and denies that Plaintiff's putative class should be certified, the requisite amount in controversy under CAFA is satisfied. *See Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 751 (11th Cir. 2010) (in determining whether the amount in controversy is satisfied, the question is "what is *in controversy* in the case, not how much the plaintiffs are ultimately likely to recover" (quoting *Amoche v. Guarantee Trust Life Ins. Co.*, 556 F.3d 41, 51 (1st Cir.2009))).

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For these reasons, Terminix respectfully removes this action from the Circuit Court for the 11th Judicial Circuit, in and for Miami-Dade County, Florida, to the



United States District Court for the Southern District of Florida, Miami Division,  
and requests that the Court exercise its subject-matter jurisdiction over this matter  
and grant such other and further relief to Terminix as is just and proper.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

Respectfully submitted,

Dated: January 14, 2022

By: /s/ Barbara Fernandez

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**CERTIFICATE OF SERVICE**

The undersigned certifies that on this 14th day of January, 2022, a true copy hereof was served via electronic mail and U.S. mail, first-class postage prepaid on the following:

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# **EXHIBIT "A"**

IN THE CIRCUIT COURT FOR THE 11<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CHARLES M. GREENE,  
Individually and behalf of all those  
similarly situated,

**CLASS REPRESENTATION**  
CASE NO.:

Plaintiff,

vs.

THE TERMINIX INTERNATIONAL  
COMPANY LIMITED PARTNERSHIP  
D/B/A TERMINIX,

Defendant.  
\_\_\_\_\_/

**COMPLAINT**

Plaintiff, Charles M. Greene (“Plaintiff”), on behalf of himself and all others similarly situated, by and through undersigned counsel, hereby sues Defendant, The Terminix International Company Limited Partnership d/b/a Terminix (“Defendant” or “Terminix”), and as grounds states as follows:

**I. NATURE OF ACTION**

1. This is a consumer class action against Terminix, for knowingly charging and retaining fees under cancelled contracts, for the purpose of enriching themselves at the expense of consumers. Terminix violated Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”), violated Florida’s Consumer Collection Practices Act (“FCCPA”), breached its contracts with its customers, and unjustly enriched itself.

2. Specifically, Defendant Terminix provides residential pest control services. Terminix enters into year-long service contracts, which are cancelable at-will if, for example, the consumer sells his or her residence. Obviously, in such a scenario Defendant Terminix would no

longer be servicing the home and a prorated refund would be due for any remaining time on the service contracts.

3. Shockingly, however, despite expressly acknowledging that refunds are required under the above-described circumstances, Defendant Terminix retains these funds as undue profit.

## **II. JURISDICTION, VENUE, AND PARTIES**

4. This is an action against Defendant for actual damages and statutory damages in excess of thirty thousand dollars (\$30,000.00) exclusive of interest, attorneys' fees, and costs.

5. This Court has jurisdiction over this action pursuant to Florida Rule of Civil Procedure 1.220, Florida Statutes Section 34.01, and Florida Statutes Section 86.011.

6. Venue is appropriate in this forum pursuant to Florida Statutes Section 47.011 because Defendant Terminix transacts substantial business in Miami-Dade County and maintains an office in Miami-Dade County.

7. Plaintiff is a resident of the State of Florida, who is over the age of eighteen (18) and is otherwise *sui juris*. Plaintiff and the members of the proposed Class, are consumers as defined in Florida Statutes Section 501.203(7).

8. Defendant Terminix is a corporation organized and existing under the laws of the State of Delaware. Defendant Terminix is registered to do business in Florida. Defendant is engaged in "trade or commerce" as defined in Florida Statutes Section 501.203(8).

9. This Court has personal jurisdiction over Defendant Terminix pursuant to Florida Statutes Section 48.193 in that Defendant Terminix: (1) operated, conducted, engaged in, or carried on a business or business venture in this state; (2) committed a tortious act within this state; (3) caused injury to persons or property within this state; and (4) breached a contract in this state by failing to perform acts required by the contract to be performed in this state.

10. All conditions precedent to bringing the instant action have occurred, been performed, and/or have otherwise been excused, satisfied, or waived.

### **III. BACKGROUND AND GENERAL ALLEGATIONS**

#### **a. Terminix**

11. Terminix and its affiliates tout themselves as being the largest pest control company in the entire world.

12. Terminix provides pest control services such as termite tenting and treatments to customers across the state of Florida, the country, and the world.

#### **b. Plaintiff Greene's Service Contract**

13. On June 3, 2020, Plaintiff Greene purchased an annual service plan, Subterranean "Liquid Defend System Plan," Plan #6240411, for coverage period 6/22/2020 – 6/22/2021, for three hundred forty-five dollars (\$345.00) ("Service Contract").

14. The Service Contract was specifically for his home in Fort Lauderdale, Florida 33308 (the "Greene House"). A true and correct copy of the Renewal Notice is attached hereto as **Exhibit A** and proof of payment for such is attached hereto as **Exhibit B**.

#### **c. Plaintiff Greene Cancelled the Service Contract & Requested a Refund**

15. On July 17, 2020, Plaintiff Greene sold the Greene house, making the Service Contract useless.

16. Plaintiff Greene contacted Terminix, informed the company of his decision to cancel, and demanded a prorated refund.

17. The refund should have been three hundred twenty-two dollars and thirty-one cents (\$322.31). This amount constitutes what Plaintiff Greene paid for services which would not be received. Since there were no services, Terminix was not entitled to any fees.



18. Defendant Terminix, however, wanted to keep these unearned fees and refused to process a refund.

**d. Defendant had Actual Knowledge that it was Charging and Retaining an Illegitimate Fee**

19. Plaintiff Greene, therefore, filed an administrative complaint with the Florida Department of Agriculture and Consumer Services, Division of Agricultural Environmental Services.

20. In response to the administrative complaint, on March 19, 2019, Defendant Terminix, in a sworn affidavit, acknowledged that Plaintiff Greene was entitled to a refund in the amount of three hundred forty-five dollars (\$345.00). A true and correct copy of the sworn affidavit is attached hereto as **Exhibit C**.

21. Defendant knew that the fees that it was retaining were illegitimate, unfair, and contrary to the contract and public policy.

**e. Defendant's Violations of FDUTPA**

22. The Florida Deceptive and Unfair Trade Practices Act, Florida Statutes § 501.201, *et seq.*, is a consumer protection statute that prohibits “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices . . . .” Fla. Stat. § 501.204(1).

23. Florida Courts must liberally construe FDUTPA to afford the most protection to consumers.<sup>1</sup> Actual deception is not needed, the capacity to deceive is sufficient. A deceptive or

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<sup>1</sup> *Samuels v. King Motor Co. of Fort Lauderdale*, 782 So.2d 489, 499 (Fla. 4th DCA 2001) (“While the Legislature does not define what ‘an unfair or deceptive act’ is, it has mandated that FDUTPA is to be liberally construed.”); *Cummings v. Warren Henry Motors, Inc.*, 648 So.2d 1230, 1233 (Fla. 4th DCA 1995).



unfair act is also demonstrated by showing that the act offends established public policy.<sup>2</sup> This can include a defendant's failure to refund improperly obtained fees.<sup>3</sup>

24. "In order to succeed in a claim under the FDUTPA, a plaintiff must prove: '(1) a deceptive act or unfair practice; (2) causation; and (3) actual damages.'"<sup>4</sup> However, to prove "causation," a claimant need not show reliance or that she was actually misled, it is sufficient that the "practice was likely to deceive a consumer acting reasonably in the same circumstances."<sup>5</sup>

25. To ensure the statute reaches as broadly as possible, FDUTPA does not contain a definition or "laundry list" of which acts can be "deceptive," "unfair," or "unconscionable." Fla. Stat. § 501.201, *et seq.* No specific rule or regulation is required to find conduct unfair or deceptive under the statute.

26. However, recognized examples of such unfair, deceptive, or unconscionable, practices include unlawfully, knowingly, or systematically overcharging consumers, concealing or misrepresenting charges to consumers, or retaining amounts that were illegally charged. Nearly all of these illegal charges stem from voluntary consumer transactions. Examples include:

- (a) Illegally charged and retained port fees by a leisure cruise line<sup>6</sup>;
- (b) Illegally charged and retained titling and registration fees collected by a used car dealership<sup>7</sup>;

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<sup>2</sup> *Samuels*, 782 So.2d at 499.

<sup>3</sup> *Cabrera v. Haims Motors, Inc.*, 288 F. Supp. 3d, pg. 1324–25, (S.D. Fla. 2017); *Latman v. Costa Cruise Lines, N.V.*, 758 So. 2d 699 (Fla. 3d DCA 2000).

<sup>4</sup> *Double AA Intern. Inv. Grp., Inc. v. Swire Pacific Holdings, Inc.*, 674 F. Supp. 2d 1344, 1353 (S.D. Fla. 2009) (quoting *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2d DCA 2006)).

<sup>5</sup> *Gold Coast Racing, Inc. v. The Home Depot U.S.A., Inc.*, No. 05-61931-CIV, 2006 WL 4579688, at \*2 (S.D. Fla. Feb. 6, 2006).

<sup>6</sup> *Latman v. Costa Cruise Lines, N.V.*, 758 So. 2d 699 (Fla. 3d DCA 2000).

<sup>7</sup> *Cabrera v. Haims Motors, Inc.*, 288 F. Supp. 3d 1315 (S.D. Fla. 2017).

- (c) Overcharging consumers for freight and delivery on online purchases<sup>8</sup>;
- (d) “Non-Filing Insurance” fees when the financed furniture purchase at issue was automatically perfected and the seller did not need non-filing insurance<sup>9</sup>;
- (e) Systematically overcharging patients for medical treatment at a hospital<sup>10</sup>;
- (f) Misrepresenting fees owed as a result of voluntary debt settlement negotiations<sup>11</sup>;  
and
- (g) Impermissible increases in voluntary annual renewal fees on pest control contracts<sup>12</sup>.

27. Defendant’s charge and retention of fees for cancelled contracts is deceptive, unfair, and contrary to established public policy, because Defendant represents that the fees charged are for a year’s worth of services, yet Defendant retains the full amount of fees even when the contract is cancelled prior to a full year term.

28. Defendant does this without notice to or waiver from consumers. Defendants’ exploitation of the consumers’ contractual and statutory rights with regard to these fees results in a windfall to Defendant.

29. Defendant has engaged and continues to engage in a pattern of unfair, unconscionable, and deceptive acts or practices, which are contrary to established public policy and in violation of FDUTPA.

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<sup>8</sup> *Turner Greenberg Associates, Inc. v. Pathman*, 885 So. 2d 1004 (Fla. 4th DCA 2004).

<sup>9</sup> *W.S. Badcock Corp. v. Meyers*, 696 So. 2d 776 (Fla. 1st DCA 1996).

<sup>10</sup> *Colomar v. Mercy Hosp., Inc.*, 461 F. Supp 2d 1265 (S.D. Fla. 2006).

<sup>11</sup> *McNider Marine, LLC et al. v. Cain & Daniels, Inc. et al.*, 2018 WL 1382768 (M.D. Fla. 2018)

<sup>12</sup> *Orkin Exterminating Co., Inc. v. F.T.C.*, 849 F. 2d 1354 (11th Cir. 1988).

**f. Defendant's Violations of FCCPA**

30. The FCCPA, Florida Statutes Section 559.55, *et seq.*, was enacted as “a laudable legislative attempt to curb what the Legislature evidently found to be a series of abuses” by individuals or entities charging or collecting money from consumers. *Harris v. Beneficial Fiannee Co. of Jacksonville*, 338 So. 2d 196, 200 (Fla. 1976). The “FCCPA is to be construed in a manner that is protective of the consumer.”<sup>13</sup> “In the event of any inconsistency between any provision of this part and any provision of the federal act, the provision which is more protective of the consumer or debtor shall prevail.” Fla. Stat. § 559.552.

31. The purpose of the FCCPA is to eradicate abusive charges, fees, and collection practices and “*provide the consumer with the most protection possible.*”<sup>14</sup>

32. FCCPA applies to all persons trying to collect monies from consumers, specifically including original creditors, such as Defendant.

33. Importantly, FCCPA defines “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment” and regardless of whether the debt is or was in default. Fla. Stat. § 559.55(6).

34. The term “debt” under FCCPA has been applied to monthly credit card statements, estimated fees, hospital bills, improper charges in connection with the sale of a vehicle, pest control fees, condominium and landlord charges, and other obligations or alleged obligations to pay monies regardless of whether the debt is in default.

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<sup>13</sup> *Laughlin v. Household Bank, Ltd.*, 969 So. 2d 509, 512–13 (Fla. 1st DCA 2007).

<sup>14</sup> *LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1192 (11th Cir.2010) (emphasis added).



35. Florida Statutes Section 559.72(9), states, in pertinent part, that in collecting consumer debts, no person shall “[c]laim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.”

36. To determine whether a violation exists under Florida Statutes Section 559.72(9), courts must refer to other statutes that establish the legitimacy of the debt and define legal rights.<sup>15</sup>

37. “The Florida Act requires that a plaintiff establish that a creditor had actual knowledge that ‘the debt is not legitimate’ or that ‘the right [the creditor is seeking to enforce] does not exist.’ It does not require that, in every case, the creditor know that the Florida Act forbids its conduct. That being said, it may be that a right does not exist because the Florida Act says so. But a purported debt could also be ‘illegitimate’ because no debt-creating instrument currently obligates the debtor to pay it. In that case, the defendant would not have to know what the Florida Act says to know that the debt was illegitimate. If the defendant knew that no instrument obligated the debtor to pay the purported debt, that would be sufficient to create liability under the Florida Act. To the extent that the district court concluded otherwise, it was mistaken.”<sup>16</sup>

38. Here, as Defendant Terminix conceded under oath, charges for months wherein no service would be rendered (following a cancellation) are illegitimate; nonetheless, Defendant retains those fees.

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<sup>15</sup> *Cliff v. Payco Gen. Am. Credits, Inc.*, 363 F.3d 1113, 1126 (11th Cir. 2004) (citations omitted).

<sup>16</sup> *Prescott v. Seterus, Inc.*, 684 F. App’x 947, 949 (11th Cir. 2017) (quoting *Read v. MFP, Inc.*, 85 So.3d 1151, 1155 (Fla. 2d DCA 2012). and Fla. Stat. § 559.72(9)) (internal citations omitted).

**g. Defendant's Breach of Contract**

39. In the simplest of terms, it is undisputed that Defendant Terminix entered into a contract with Plaintiff Greene and the rest of the Class to render services on an annual basis. The contract was, therefore, for a one-year term and payment was required in advance.

40. In the event the contract was cancelled—due to a sale of the subject property or otherwise—Defendant Terminix was required to issue a refund for the months in which services would not be rendered.

41. Defendant Terminix acknowledges the refund requirement, but refuses to adhere to it.

**IV. CLASS REPRESENTATION ALLEGATIONS**

42. Plaintiff brings this action pursuant to Florida Rules of Civil Procedure 1.220(b)(1)(B) and 1.220(b)(3), on behalf of himself and the Classes of similarly situated individuals defined as follows:

**BREACH OF CONTRACT/UNJUST ENRICHMENT CLASS**

**All persons or entities, nationwide, who cancelled their annual service contract with Defendant Terminix prior to the expiration of its term and did not receive a prorated refund, within the five (5) years prior to the filing of this Action.**

**FDUTPA CLASS**

**All persons or entities with Florida service addresses who cancelled their annual service with Defendant Terminix prior to the expiration of its term and did not receive a prorated refund, within the four (4) years prior to the filing of this Action.**

**FCCPA CLASS**

**All Florida persons or entities with Florida service addresses charged by Defendant Terminix or for whom Defendant Terminix retained one-years' worth of fees for less than one-years' worth of service within the two (2) years prior to the filing of this Action.**

**Plaintiff anticipates the need to amend the Class definitions following appropriate discovery and expressly reserves the right to do so to the maximum extent allowed by Florida law.**

43. Each proposed member of the Classes paid Defendant Terminix for a years' worth of service, but did not receive a refund when that service was cancelled prior to the full year's service being rendered.

44. ***Class Exclusions:*** The following people are excluded from the Classes: 1) any Judge or Magistrate Judge presiding over this action, members of their chambers staff, and members of their respective families; 2) Defendant, Defendant's subsidiaries, parents, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and its current or former employees, officers and directors; 3) persons who properly execute and file a timely request for exclusion from the Classes; 4) the legal representatives, successors, or assigns of any such excluded persons; and 5) Plaintiff's counsel and Defendant's counsel and their respective staffs and respective families.

45. ***Numerosity (Rule 1.220(a)(1)):*** Although Plaintiff does not know the exact size of the Classes, since said information is in the exclusive control of Defendant, it is evident that the Classes are so numerous that joinder of all members into one action is impracticable. Based upon the nature and scope of the conduct involved herein, and the information available from public records, Plaintiff states that the approximate number in these Classes is in excess of five thousand (5,000) putative members, who are most likely geographically dispersed throughout Florida and the United States.

46. ***Typicality (Rule 1.220(a)(3)):*** Plaintiff's claims are typical of the claims that would be asserted by other members of the Classes in that, in proving his claims, Plaintiff will simultaneously prove the claims of all Class members. Plaintiff and each proposed member of the Classes paid Defendant for a years' worth of service, but did not receive a refund when that service was cancelled prior to one (1) year. Plaintiff's claims are typical of those of all members of the



Classes. Plaintiff and all members of the Classes were damaged by the same conduct of Defendant as complained of herein.

47. **Commonality (Rule 1.220(a)(2)):** Plaintiff's and the Class members' claims raise predominantly factual and legal questions that can be answered for all Class members through a single Class-wide proceeding. Questions of law and fact arising out of Defendant's conduct are common to all members of the Classes, and such common issues of law and fact predominate over any questions affecting only individual members of the Classes. For example, to resolve the claims, it will be necessary to answer the following questions, each of which can be answered through common, generalized evidence:

- (a) Whether Defendant was required to issue a refund when service was cancelled prior to one year;
- (b) How long Defendant has been improperly retaining fees for months after which service was cancelled;
- (c) Whether Plaintiff and members of the Classes are entitled to statutory damages and actual damages; and
- (d) Whether Defendant, in retaining post cancellation fees, claimed, or attempted to enforce a debt when it knew that the debt was not legitimate, or assert the existence of some other legal right when Defendant knew that the right does not exist.

48. **Adequacy (Rule 1.220(a)(4)):** Plaintiff will fairly and adequately protect the interests of the Classes he represents because it is in his best interest to prosecute the claims alleged to obtain full redress due to him for the illegal conduct of which he complains. His interests do not conflict with the interests of the respective Classes because one or more questions of law and/or fact regarding liability are common to all Class members and by prevailing on his own claims,

Plaintiff necessarily will establish liability to other Class members. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests that are antagonistic to the interests of Class members. Plaintiff has retained counsel experienced in class action litigation and complex civil litigation to prosecute this action on behalf of the Classes.

49. ***Superiority (Rule 1.220(b)(3)):*** With respect to Florida Rule of Civil Procedure 1.220(b)(3), a class action is the superior procedural vehicle for the fair and efficient adjudication of the claims asserted herein, given that common questions of law and fact predominate over any individual questions that may arise, and significant economies of time, effort, and expense will inure to the benefit of the court and the parties in litigating the common issues on a Class-wide basis instead of a repetitive individual basis; many Class members' individual damage claims are too small to make individual litigation an economically viable alternative, and few Class members have an interest in individually controlling the prosecution of a separate action; despite the relatively small size of many individual Class members' claims, their aggregate volume, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a class action on a cost-effective basis, especially when compared with repetitive individual litigation; given the size of individual Class members' claims, few Class members could afford to seek legal redress individually for the wrongs Defendant committed against them; when the liability of Defendant is adjudicated, claims of all members of the Classes can be determined by the Court; this action will facilitate the orderly and expeditious administration of the Classes' claims, economies of time, effort and expense will be fostered and uniformity of outcome will be ensured; without a class action, the Class members will continue to suffer damages and Defendant's violations of law will proceed without remedy while Defendant



continues to reap and retain the proceeds of its wrongful conduct; and no unusual difficulties are likely to be encountered in the management of this class action.

50. **Ascertainability:** Members of the Classes can be identified, and Class membership ascertained objectively through Defendant's records.

51. Plaintiff satisfies the numerosity, commonality, typicality, and adequacy prerequisites for suing as a representative party pursuant to Florida Rule of Civil Procedure 1.220(a).

52. In addition to class certification under Florida Rule of Civil Procedure 1.220(b)(3), class certification is also appropriate under Florida Rule of Civil Procedure 1.220(b)(2) because Defendant acted or refused to act on grounds generally applicable to the Classes, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Classes as a whole.

### **COUNT I** **VIOLATION OF FDUTPA**

Plaintiff, on his behalf and the members of the proposed Class, adopts and re-alleges paragraphs 1 through 52 above as if fully set forth herein.

53. Plaintiff and the Class are consumers as defined by Florida Statutes Section 501.203.

54. Plaintiff, the Class, and Defendant entered into an agreement for the provision of pest control services.

55. Defendant Terminix charged for one (1) year's worth of services, with payment due in advance.

56. Plaintiff and the Class paid the fees in advance.

57. Defendant Terminix falsely represented that the fees were for annual service. Indeed, despite acknowledging under oath that a refund should be paid when service is cancelled prior to the full one (1) year's services being rendered, Defendant systematically retains annual fees after service is cancelled prior to the expiration of the one (1) year term.

58. Defendant's deceptive and unfair practices of charging for annual service in advance regardless of whether it provides annual services, proximately caused Plaintiff and the Class to pay excess and unearned amounts.

59. Defendant's wrongful practices alleged herein are ongoing and continue to be a threat to Plaintiff, the proposed Class, and the public.

60. Plaintiff, and each member of the proposed Class, have suffered actual damages.

61. As a direct and proximate result of Defendant's unfair practices, Plaintiff and the Class suffered damages.

62. Plaintiff has been required to hire the undersigned counsel and has thereby obligated himself to pay attorneys' fees and furthermore incur litigation costs for which the Plaintiff seeks recovery under Florida Statutes Section 501.2105.

**WHEREFORE**, Plaintiff, for himself and the proposed Class defined herein, and for whom they represent, prays for judgment against Defendant Terminix for violation of FDUTPA, and requests that the Court:

- (a) Certify this action as a class action pursuant to Florida Rule of Civil Procedure 1.220;
- (b) Appoint the undersigned as Class counsel;
- (c) Appoint Plaintiff as Class representative;
- (d) Award Plaintiff and members of the Class damages and/or award Plaintiff and the members of the Class restitution;

- (e) Award statutory costs and attorneys' fees under Florida Statutes § 501.2105, Florida law, and the Florida Rules of Civil Procedure;
- (f) Award attorneys' fees and costs to compensate Plaintiff's counsel for the time and litigation expenses incurred on behalf of the class; and
- (g) Issue such other relief as the Court deems just and proper.

**COUNT II**  
**VIOLATION OF FCCPA**

Plaintiff, on his behalf and the members of the proposed Class, adopts and re-alleges paragraphs 1 through 52 above as if fully set forth herein.

63. Despite having actual knowledge that the fees were not owed, illegitimate, and required to be refunded, Defendant Terminix charged and retained annual fees despite service cancellation prior to one (1) year.

64. Defendant, by knowingly charging or collecting an amount in excess of the amount to which it was legally entitled, knowingly claimed, threatened, or enforced an illegitimate debt.

65. Defendant, by knowingly charging or collecting an amount in excess of the maximum to which it was legally entitled asserted the existence of a legal right Defendant knew did not exist.

66. Defendant, therefore, has violated FCCPA and is liable to Plaintiff and the Class for actual and statutory damages, together with attorney's fees and costs. *See* Fla. Stat. § 559.72(9).

**WHEREFORE**, Plaintiff, for himself and the proposed Class defined herein, and for whom they represent, prays for judgment against Defendant Terminix for violation of FCCPA and requests that the Court:

- (a) Certify this action as a class action pursuant to Florida Rule of Civil Procedure 1.220;
- (b) Appoint the undersigned as Class counsel;



- (c) Appoint Plaintiff as Class representative;
- (d) Award Plaintiff and members of the Class actual damages and statutory damages of to the proposed class;
- (e) Order Defendant to remit the funds that Defendant is improperly retaining;
- (f) Award attorneys' fees and costs to compensate Plaintiff's counsel for the time and litigation expenses incurred on behalf of the Class under Florida Statutes § 559.77(2); and
- (g) Issue such other relief as the Court deems just and proper.

**COUNT III**  
**BREACH OF CONTRACT**

Plaintiff, on his behalf and the members of the proposed Class, adopts and re-alleges paragraphs 1 through 52 above as if fully set forth herein.

67. Defendant Terminix entered into a contract with Plaintiff and the rest of the Class to render services on an annual basis. The contract was for a one-year term and payment was required in advance.

68. The Contract was cancellable at will.

69. In the event the contract was cancelled—due to a sale of the subject property or otherwise—Defendant Terminix was required to issue a refund for the months in which services would not be rendered.

70. Defendant Terminix acknowledges the refund requirement.

71. However, Defendant Terminix breached the Contract by failing or otherwise refusing to issues a proper refund to Plaintiff.

72. As a result of Defendant Terminix's breach, Plaintiff has suffered damages.

**WHEREFORE**, Plaintiff, for himself and the proposed Class defined herein, and for whom they represent, prays for judgment against Defendant Terminix and requests that the Court:

- (a) Certify this action as a class action pursuant to Florida Rule of Civil Procedure 1.220;
- (b) Appoint the undersigned as Class counsel;
- (c) Appoint Plaintiff as Class representative;
- (d) Award Plaintiff and members of the class damages and/or award Plaintiff and the members of the class restitution;
- (e) Award costs and attorneys' fees under the Contract and the Florida Rules of Civil Procedure; and
- (f) Issue such other relief as the Court deems just and proper

**COUNT IV**  
**UNJUST ENRICHMENT**  
(In the Alternative)

Plaintiff, on his behalf and the members of the proposed Class, adopts and re-alleges paragraphs 1 through 52 above as if fully set forth herein, however, Plaintiff specifically excludes those counts where a contract or express agreement is referenced.

73. The law prevents Defendant Terminix from collecting or retaining a benefit where no services or equal consideration is given.

74. Plaintiff and the Class conferred a benefit on Defendant for one (1) years' worth of service.

75. At all times material hereto, Defendant had knowledge of the benefit conferred.

76. Defendant has accepted and retained the benefit conferred.

77. Because Defendant did not provide one year's worth of service, it would be inequitable for Defendant to retain the benefit without paying fair value for it or reimbursing Plaintiff and the Class.

78. Plaintiff and the Class have no adequate remedy at law.

79. As a result of the foregoing Plaintiff and the Class members have suffered damages.

**WHEREFORE**, Plaintiff, for himself and the proposed Class defined herein, and for whom they represent, prays for judgment against Defendant, Terminix, for unjust enrichment, and requests that the Court:

- (a) Certify this action as a class action pursuant to Florida Rule of Civil Procedure 1.220;
- (b) Appoint the undersigned as Class counsel;
- (c) Appoint Plaintiff as Class representative;
- (d) Award Plaintiff and members of the class damages and/or award Plaintiff and the members of the class restitution; and
- (e) Issue such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff respectfully requests a trial by jury on all issues so triable.

Respectfully submitted this 9th day of December, 2021, by:

ZEBERSKY PAYNE SHAW LEWENZ, LLP  
110 S.E. 6th Street, Suite 2900  
Fort Lauderdale, FL 33301  
Telephone: (954) 595-6060  
Facsimile: (954) 989-7781  
Email: [jshaw@zpllp.com](mailto:jshaw@zpllp.com); [mlomastro@zpllp.com](mailto:mlomastro@zpllp.com);  
[zludens@zpllp.com](mailto:zludens@zpllp.com); [medmonson@zpllp.com](mailto:medmonson@zpllp.com)

JORDAN A. SHAW, ESQ. (FBN 117771)  
ZACHARY D. LUDENS, ESQ. (FBN 111620)

# **EXHIBIT A**

**TERMINIX**94959 1 AB 0.419  
94959 \*\* T312 P1 \*\*\* 2995430 \*\*\* 400

Charles Greene

**RENEWAL NOTICE**

My Customer Number:

971174

Please Pay By:

04/27/2020

Total Due:

\$345.00

**PAY ONLINE**

Terminix.com/my-account

**PAY BY PHONE**

1.866.728.2696

**Summary for renewed service from  
6/1/2020 to 6/30/2021**

<b>Plan Type:</b>	Liquid Defend System Plan
<b>Anniversary Date:</b>	6/22/2006
<b>Property Served:</b>	10 Compass Pt Ft Lauderdale, FL 33308
<b>Customer Renewal Charges:</b>	\$345.00
<b>Subtotal:</b>	<b>\$345.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Due Date:</b>	<b>04/27/2020</b>
<b>Total Due:</b>	<b>\$345.00</b>

**It's time to renew your plan.**

For as long as you're under contract, you're protected against the thousands of dollars a termite infestation could cost you. Guaranteed. Renew your plan today.

**Pay your bill online.**

Just click "Log in" at Terminix.com, then sign up with your **Customer Number: 971174** and phone number to pay bills, schedule services, view your service history and more.



TC\_6.5.4\_085\_PRE\_C\_RR\_77

Please tear along line to remit.

**Payment Options:**

Sign up for AutoPay at Terminix.com/my-account

Pay online at Terminix.com/my-account

Pay by phone at 1.866.728.2696

Pay by enclosed check

Credit card payment. Please fill out the following:

Circle one: Discover Visa Mastercard American Express

( ) Exp. date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (as it appears on credit card): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Amount Due: **\$345.00**

Amount Paid: \_\_\_\_\_

Sign up for  
AutoPay at  
Terminix.com/  
my-account

Sales Agreement: 6240411

Customer Number: 971174

Charles Greene

**Remit To:**

04/20

Terminix Processing Center

P.O. Box 802155

Chicago, IL 60680-2131



3 20201031 12 000009711742 00000000047030648082 0003450099999999 6



# **EXHIBIT B**



Coronavirus response: Terminix remains committed and ready to help protect your family and home as an essential service provider in your community. [Learn more here > \(/covid-19/\)](#)

## 10 COMPASS PT

! Unfortunately, service history documents are not available currently. We apologize for the inconvenience.

### PAYMENTS DUE

You have no payments due.

### CONTACT INFO

Charles Greene

[REDACTED]

[REDACTED]

Customer ID: 97174

[Edit contact info](#)

#### Payment History

#### Invoice History

Pending payments will appear in Payment History within 24 hours.

DATE	PAYMENT METHOD		BALANCE
06/03/2020	Cash	PAID	\$345.00
03/18/2020	Cash	PAID	\$649.00
06/14/2019	Cash	PAID	\$335.00
04/22/2019	Cash	PAID	\$624.00
VIEW MORE			

### STORED PAYMENT METHODS

AMEX 4006	EDIT	REMOVE
AMEX 2034	EDIT	REMOVE
VISA 2421	EDIT	REMOVE

ADD BANK ACCOUNT

ADD CREDIT CARD

Feedback

# **EXHIBIT C**



Florida Department of Agriculture and Consumer Services  
Division of Agricultural Environmental Services

NICOLE "NIKKI" FRIED  
COMMISSIONER

Rules 5E-2.041, 5E-13.034, 5E-14.1025, F.A.C.  
Telephone Number (850) 617-7996

Respond to:

Bureau of Inspection and  
Incident Response  
3125 Conner Blvd, Suite N  
Tallahassee, FL 32399-1650

AFFIDAVIT

State: <u>Florida</u>	County: <u>Broward</u>	City: <u>Plantation</u>
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Before me, a designated representative of the State of Florida, Department of Agriculture and Consumer Services, pursuant to one of the following authorities: Chapter 388, F.S. and Chapter 5E-13, F.A.C. (Mosquito Control Law); 482, F.S. and Chapter 5E-14, F.A.C. (Florida Structural Pest Control Act and Rules); 487, F.S., and Chapters 5E-2 and 5E-9, F.A.C. (Florida Pesticide Law and Rules); Chapter 576, F.S., and Chapter 5E-1, F.A.C. (Florida Fertilizer Law and Rules); Chapter 578, F.S., and Chapter 5E-4, F.A.C. (Florida Seed Law and Rules); Chapter 580, F.S., and Chapter 5E-3, F.A.C. (Florida Feed Law and Rules) as read individually, or together, personally appeared:

Carl Parham in the city, county and state aforesaid, who deposes under oath or affirmation and says:  
I am Carl Parham employee and Service Manager Termite; Branch 2254 which is located at 1481 NW 65 Ave Plantation, FL 33313. I certify that I was aware about Mr. Charles Green issue or Complaint. Mr. Green paid for fumigation renewal agreement on March 18, 2020; The fumigation job was performed on June 2020. After that, Mr Green cancelled the Agreement on 07/17/20. Also Mr Green had an subterranean ~~pest~~ Termite Pest Control Agreement with Terminix which was renewal on June 11, 2020 which was cancelled 07/17/2020. My branch Manager and I decided that Mr. Charles Green will be refunded for the Subterranean Termite pest control the amount of 345.00 Dollars. but, we decided ~~(that Mr Green)~~ <sup>(that we)</sup> not refund any money for the fumigation aspect.

I hereby swear/affirm that the foregoing statement is true to the best of my knowledge.

Signature: [Signature]

Title: Service Manager Termite

Firm Name: Terminix

Date: 03/19/2021

Address: 1481 NW 65 Ave

Plantation, FL 33313

Subscribed and sworn to before me, pursuant to law to administer oaths, affidavits, and affirmations, authorization No 6019

[Signature]  
Signature of Department Representative

---

**Carl Parham**  
Service Manager, Termite  
Branch 2254 Broward

1481 NW 65th Avenue  
Plantation, FL 33313

Phone: ~~954.583.9494~~  
Fax: 954.583.0259  
Mobile: 570.507.3596  
cparham@terminix.com

**TERMINIX**

**Ricardo Love**  
BRANCH MANAGER  
Branch 2254

1481 NW 65TH AVE  
Plantation, FL 33313

Phone: 954.583.9494  
Fax: 954.583.0259  
Mobile: 786.778.5800  
rllove2@terminix.com

**TERMINIX**

## 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.)

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### I. CASE STYLE

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

CHARLES M. GREENE

Plaintiff

Case # \_\_\_\_\_

Judge \_\_\_\_\_

vs.

THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNER

Defendant

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### 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)

4

**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/ Jordan Alexander Shaw  
Attorney or party

Fla. Bar # 111771  
(Bar # if attorney)

Jordan Alexander Shaw  
(type or print name)

12/09/2021  
Date



**RETURN OF SERVICE**

State of Florida

County of MIAMI-DADE

Circuit Court

Case Number: 2021-026661-CA-01

Plaintiff:

**CHARLES M. GREENE**

vs.

Defendant:

**THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP D/B/A  
TERMINIX**

For:

Michael Lewenz, Esq  
ZEBERSKY PAYNE, LLP  
110 Se 6th St  
Suite 2900  
Ft. Lauderdale, FL 33301




OJF2021021761

Received by OJF SERVICES, INC. on the 15th day of December, 2021 at 12:52 pm to be served on **THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP D/B/A TERMINIX, C/O CT CORPORATION SYSTEM, 1200 S. PINE ISLAND RD, PLANTATION, FL 33324.**

I, ANDREW KARP, do hereby affirm that on the **16th day of December, 2021 at 12:00 pm, I:**

**CORPORATE SERVED:** by delivering a true copy of the **SUMMONS AND COMPLAINT** with the date and hour of service endorsed thereon by me, to: **DONNA MOCH** EMPLOYEE OF CT CORPORATION SYSTEM at the address of: **1200 S. PINE ISLAND RD, PLANTATION, FL 33324** as registered agent for **THE TERMINIX INTERNATIONAL COMPANY LIMITED PARTNERSHIP D/B/A TERMINIX, C/O CT CORPORATION SYSTEM**, and informed said person of the contents therein, in compliance with state statutes 48.081.

I CERTIFY THAT I AM OVER THE AGE OF 18, HAVE NO INTEREST IN THE ABOVE ACTION, AND THAT I AM A SPECIAL PROCESS SERVER APPOINTED BY THE SHERIFF, IN GOOD STANDING, IN THE JUDICIAL CIRCUIT IN WHICH PROCESS WAS SERVED. "UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING (DOCUMENT) AND THAT THE FACTS STATED IN IT ARE TRUE, 92.525. ELECTRONIC SIGNATURES ARE NOW PERMITTED PURSUANT TO FLORIDA STATUTE 48.21. NOTARY ARE NOT REQUIRED PURSUANT TO F.S. 92.525(2).

  
\_\_\_\_\_  
**ANDREW KARP**  
SPS #260

**OJF SERVICES, INC.**  
13727 S.W. 152nd Street  
P.M.B. 354  
Miami, FL 33177  
(786) 293-5750

Our Job Serial Number: OJF-2021021761

Filing # 140128264 E-Filed 12/10/2021 01:05:51 PM

IN THE CIRCUIT COURT FOR THE 11<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CHARLES M. GREENE,  
Individually and behalf of all those  
similarly situated,

**CLASS REPRESENTATION**  
CASE NO.: 2021-026661-CA-01

Plaintiff,

vs.

THE TERMINIX INTERNATIONAL  
COMPANY LIMITED PARTNERSHIP  
D/B/A TERMINIX,

Defendant.

DATE: 12/16/2021 TIME: 12:00P  
INITIALS: AK ID #: 260

**SUMMONS**

THE STATE OF FLORIDA:  
To All and Singular the Sheriffs of said State:

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

**THE TERMINIX INTERNATIONAL COMPANY LIMITED**  
**PARTNERSHIP D/B/A TERMINIX**

By Serving Its Registered Agent:  
**CT CORPORATION SYSTEM**  
**1200 S. Pine Island Road**  
**Plantation, Florida 33324**

Each Defendant is hereby required to serve written defenses to the Complaint or Petition on Plaintiff's attorney, whose name and address is:

JORDAN A. SHAW, ESQ.  
ZEBERSKY PAYNE SHAW LEWENZ, LLP  
110 S.E. 6th Street, Suite 2900  
Fort Lauderdale, Florida 33301  
[jshaw@zp LLP.com](mailto:jshaw@zp LLP.com)

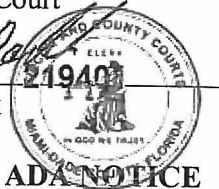
within twenty (20) days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

21761

WITNESS my hand and seal of said Court \_\_\_\_\_ 12/14/2021

Harvey Ruvin  
As Clerk of said Court

By: Deputy Clerk



**AMERICANS WITH DISABILITIES ACT OF 1990 - ADA NOTICE**

**"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174; Email ADA@jud11.flcourts.org; Fax (305) 349-7355 at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."**

**LEY PARA ESTADOUNIDENSES CON INCAPACIDADES**

**"Si usted es una persona minusválida que necesita hacer arreglos para poder participar en este proceso, usted tiene derecho, sin gasto alguno, a que se le provea cierta ayuda. Por favor póngase en contacto con Aliean Simpkins, el Coordinador de ADA en el Onceavo Distrito Judicial ubicado en el Lawson E. Thomas Courthouse Center, 175 NW 1st Ave, Sala 2400, Miami FL 33128, Teléfonos (305)349-7175; TDD (305) 349-7174, Correo electrónico ADA@jud11.flcourts.org or Fax (305) 349-7355 por lo menos siete (7) días antes de la cita fijada para su comparecencia en los tribunales; o inmediatamente después de recibir esta notificación si el tiempo antes de la comparecencia que se ha programado es menos de siete (7) días; si usted tiene discapacidad del oído o de la voz, llame al 711."**

**ACT DE 1990 POUR AMERICAINS HANDICAPES - AVIS DE L' ADA**

**"Si vous êtes une personne handicapée qui a besoin d'accommodement pour pouvoir participer à cette procédure, vous avez le droit, sans aucun coût, d'avoir de l'aide à votre disposition. S'il vous plaît contacter Aliean Simpkins, le Coordinateur de l'ADA du Tribunal de l'Onzième Circuit Judiciaire, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave. Suite 2400, Miami, FL. 33128, Téléphone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org or Fax (305) 349-7355 au moins sept (7) jours avant la date de comparution au tribunal, ou bien immédiatement après avoir reçu cet avis si la date avant la comparution est moins de sept (7) jours; si vous avez une incapacité pour entendre ou parler, appelez le 711."**

**LWA 1990 POU AMERIKEN KI ENFIM - ANONS POU AMERIKEN KI ENFIM**

**"Si ou se yon moun ki enfim e ou bezwen akomodasyon pou ou patisipe nan pwosedi sa a, ou gen dwa pou yo ba ou kèk èd san ou pa gen pou ou peye. Silvouplè kontakte Kowòdinatè**

**Aliean Simpkins, ADA pou Tribinal Onzyèm Distrik Jidisyè a nan: Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telefòn (305) 349-7175; TDD (305) 349-7174, Imèl ADA@jud11.flcourts.org; or Fax (305) 349-7355 omwen sèt (7) jou anvan ou gen randevou pou ou parèt nan tribunal la, oubyen imedyatman lè ou resevwa notifikasyon sa a si ou gen mwens ke sèt (7) jou pou ou parèt nan tribunal la; si ou gen difikilte pou ou tande oubyen pale, rele 711.”**



**IN THE CIRCUIT COURT FOR THE 11th JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CHARLES M. GREENE, )  
Individually and on behalf of all those )  
similarly situated, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
THE TERMINIX INTERNATIONAL )  
COMPANY LIMITED PARTNERSHIP, )  
D/B/A TERMINIX )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No. 2021-026661-CA-01

**ANSWER**

Defendant The Terminix International Company L.P. (“Terminix”) answers Plaintiff’s December 9, 2021, Complaint filed in the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida (the “Complaint”), and each and every count and claim therein, as follows:

**NATURE OF ACTION**

1. Terminix denies the allegations of Paragraph 1 of the Complaint.
2. Terminix admits that it provides residential pest control services and that it enters into related service contracts. Terminix otherwise denies the allegations of Paragraph 2 of the Complaint.
3. Terminix denies the allegations of Paragraph 3 of the Complaint.

**JURISDICTION, VENUE, AND PARTIES**

4. Terminix admits that the amount in controversy exceeds \$30,000.00, exclusive of interest, attorneys' fees, and costs. Terminix denies that Plaintiff is entitled to any relief or otherwise entitled to recover actual or statutory damages.

5. The allegations of Paragraph 5 contain legal conclusions to which no response is required from Terminix.

6. The allegations of Paragraph 6 contain legal conclusions to which no response is required from Terminix.

7. Upon information and belief, admitted that Plaintiff is a resident of Florida. Terminix lacks information sufficient to form a belief about the truth or falsity of the remaining allegations of Paragraph 7 of the Complaint; therefore, those are denied.

8. Terminix is a Limited Partnership and therefore denies that it is a corporation. The remaining allegations of Paragraph 8 contain legal conclusions to which no response is required from Terminix.

9. The allegations of Paragraph 9 contain legal conclusions to which no response is required from Terminix.

10. Denied.

**BACKGROUND AND GENERAL ALLEGATIONS**

11. Denied.

12. Admitted that Terminix provides certain pest control services to consumers in Florida and elsewhere in the world. Terminix otherwise denies the allegations of Paragraph 12 of the Complaint.

13. Upon information and belief, admitted.

**14.** Upon information and belief, admitted.

**15.** Terminix lacks information sufficient to form a belief about the truth or falsity of the allegations of Paragraph 15 of the Complaint; therefore, those are denied.

**16.** Admitted.

**17.** Denied.

**18.** Denied.

**19.** Upon information and belief, admitted.

**20.** Denied.

**21.** Denied.

**22.** The allegations of Paragraph 22 contain legal conclusions to which no response is required from Terminix.

**23.** The allegations of Paragraph 23 contain legal conclusions to which no response is required from Terminix.

**24.** The allegations of Paragraph 24 contain legal conclusions to which no response is required from Terminix.

**25.** The allegations of Paragraph 25 contain legal conclusions to which no response is required from Terminix.

**26.** The allegations of Paragraph 26 contain legal conclusions to which no response is required from Terminix.

**27.** Denied.

**28.** Denied.

**29.** Denied.

**30.** The allegations of Paragraph 30 contain legal conclusions to which no response is required from Terminix.

**31.** The allegations of Paragraph 31 contain legal conclusions to which no response is required from Terminix.

**32.** The allegations of Paragraph 32 contain legal conclusions to which no response is required from Terminix.

**33.** The allegations of Paragraph 33 contain legal conclusions to which no response is required from Terminix.

**34.** The allegations of Paragraph 34 contain legal conclusions to which no response is required from Terminix.

**35.** The allegations of Paragraph 35 contain legal conclusions to which no response is required from Terminix.

**36.** The allegations of Paragraph 36 contain legal conclusions to which no response is required from Terminix.

**37.** The allegations of Paragraph 37 contain legal conclusions to which no response is required from Terminix.

**38.** Denied.

**39.** Denied.

**40.** Denied.

**41.** Denied.

**CLASS REPRESENTATION ALLEGATIONS**

**42.** The allegations of Paragraph 42 contain legal conclusions to which no response is required from Terminix.



43. The allegations of Paragraph 43 contain legal conclusions to which no response is required from Terminix.

44. The allegations of Paragraph 44 contain legal conclusions to which no response is required from Terminix.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. Denied.

52. Denied.

**COUNT ONE – VIOLATION OF FDUTPA**

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

61. Denied.

62. Denied. Terminix denies that Plaintiff is entitled to any damages, including those outlined in the WHEREFORE paragraph following Paragraph 62.

**COUNT TWO – VIOLATION OF FCCPA**

63. Denied.

64. Denied.

65. Denied.

66. Denied. Terminix denies that Plaintiff is entitled to any damages, including those outlined in the WHEREFORE paragraph following Paragraph 66.

**COUNT THREE – BREACH OF CONTRACT**

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied. Terminix denies that Plaintiff is entitled to any damages, including those outlined in the WHEREFORE paragraph following Paragraph 72.

**COUNT FOUR – UNJUST ENRICHMENT**

73. Denied.

74. Denied.

75. Denied.

76. Denied.

77. Denied.

78. Denied.

**79.** Denied. Terminix denies that Plaintiff is entitled to any damages, including those outlined in the WHEREFORE paragraph following Paragraph 79.

**AFFIRMATIVE AND OTHER DEFENSES**

**1.** Except as expressly admitted herein, Terminix denies the material allegations of the Complaint, both separately and severally, and demands strict proof thereof.

**2.** The Complaint, and each count therein, fails to state a claim upon which relief can be granted.

**3.** The Complaint cannot be asserted in the form of a class action under Rule 1.220 of the Florida Rules of Civil Procedure or other applicable law.

**4.** Some or all of the claims in the Complaint are due to be compelled to arbitration by valid and enforceable arbitration provision(s) in the underlying contract(s) with Terminix.

**5.** Some or all of the claims in the Complaint are precluded by valid and enforceable class action waivers in the underlying contract(s) with Terminix.

**6.** Some or all of the claims in the Complaint are barred, in whole or in part, by the applicable statutes of limitations or statutes of repose.

**7.** Some or all of the claims in the Complaint may be barred by the doctrines of accord and satisfaction, release, equitable estoppel, laches, ratification or other related equitable doctrines.

**8.** Some or all of the claims in the Complaint are barred, in whole or in part, by valid and enforceable disclaimers or limitations in the underlying contract(s) with Terminix.

**9.** Plaintiff or the putative class members lack standing.

**10.** Some or all of the claims in the Complaint are barred in whole or in part by contributory or comparative negligence, and by a failure to mitigate damages.

**11.** Some or all of the claims in the Complaint are barred in whole or in part by the voluntary payment doctrine.

**12.** Some or all of the claims in the Complaint may be barred in whole or in part by a failure to satisfy one or more conditions precedent.

**13.** To the extent the Plaintiff seeks recovery of attorney's fees, interests, costs, or any other damages other than the cost of covered repairs, such damages are precluded under contractual limitations in the underlying contract(s) with Terminix.

**14.** Terminix specifically pleads all terms, conditions, exclusions, and endorsements of the underlying contract(s) regarding termite control services to be rendered at the Home or the property of any putative class member, including any limitations of liability included in those contracts. Further, Terminix specifically denies any allegations which tend to contradict, contravene, or enlarge upon the terms, conditions, exclusions, endorsements, or limitations of the relevant contract(s).

**15.** Terminix avers that it materially complied with all relevant provisions of the relevant contract(s) and did not breach them.

**16.** Terminix asserts all affirmative defenses made available to it under The Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Fla. Stat. § 501.201, *et seq.*

**17.** The debt collection activity alleged in the Complaint cannot give rise to a FDUPTA claim because it does not constitute "trade or commerce" as defined by the statute.

**18.** Terminix asserts all affirmative defenses made available to it under The Florida Consumer Collection Practices Act (FCCPA), Fla. Stat. § 559.55, *et seq.*, including, but not limited to, that Terminix is not a "debt collector" as defined by that statute and the prorated return on

annual renewal payments that is sought in this action does not constitute a “debt” as defined by that statute.

19. Terminix reserves the right to raise any additional defenses not asserted herein of which it may become aware through discovery or other investigation, as may be appropriate at a later time.

**JURY DEMAND**

Terminix demands a trial by jury on all issues so triable.

Respectfully submitted,

By: /s/ Barbara Fernandez

Barbara Fernandez  
Florida Bar No. 493767  
Irain J. Gonzalez  
Florida Bar No. 02408  
HINSHAW & CULBERTSON LLP  
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Secondary: [dconnolly@hinshawlaw.com](mailto:dconnolly@hinshawlaw.com);  
*Attorneys for Defendant The Terminix International  
Company, L.P.*



**CERTIFICATE OF SERVICE**

The undersigned certifies that on this 5th day of January, 2022, the foregoing was filed via Florida Court's E-Portal Filing System which will serve a copy upon all counsel of record, including the following:

Jordan A. Shaw, Esq.  
Zachary D. Ludens, Esq.  
ZEBERSKY PAYNE SHAW LEWENZ, LLP  
110 S.E. 6th Street, Suite 2900  
Fort Lauderdale, Florida 33301  
jshawzpllp.com  
zludens@zpllp.com  
*Attorney for Plaintiff*

/s/ Barbara Fernandez



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### CHARLES M. GREENE VS TERMINIX INTERNATIONAL COMPANY LIMITED PARTNER

<b>Local Case Number:</b>	2021-026661-CA-01	<b>Filing Date:</b>	12/09/2021
<b>State Case Number:</b>	132021CA026661000001	<b>Judicial Section:</b>	CA05
<b>Consolidated Case No.:</b>	N/A	<b>Case Type:</b>	Contract & Indebtedness
<b>Case Status:</b>	OPEN		

### Parties

Total Of Parties: 3 —

Party Description	Party Name	Attorney Information	Other Attorney(S)
Plaintiff	GREENE, CHARLES M.	<b>B#:</b> <u>(Bar Number)</u> 111771 <b>N:</b> <u>(Attorney Name)</u> Jordan Alexander Shaw, Esq	
Defendant	TERMINIX INTERNATIONAL COMPANY LIMITED PARTNER		
Defendant AKA	Terminix		




### Hearing Details

Total Of Hearings: 0 +

### Dockets

Total Of Dockets: 9 —

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	8	01/05/2022		Answer and Affirmative Defense	Event	
	7	12/17/2021		Service Returned	Event	TERMINIX INTERNATIONAL COMPANY LIMITED PARTNESHIP (THE) D/B/A TERMINIX (SUMMONS ATTACHED)
		12/14/2021		20 Day Summons Issued	Service	
	6	12/14/2021		ESummons 20 Day Issued	Event	RE: INDEX # 4. Parties: TERMINIX INTERNATIONAL COMPANY LIMITED PARTNER
	5	12/14/2021		Receipt:	Event	RECEIPT#:3210079 AMT PAID:\$10.00 NAME:JORDAN ALEXANDER SHAW, ESQ ZEBERSKY PAYNE SHAW LEWENZ, LLP 110 S.E. 6TH STREE FORT LAUDERDALE FL 33301-5016 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:EFILINGS TENDER AMT:\$10.00 RECEIPT DATE:12/14/2021 REGISTER#:321 CASHIER:EFILINGUSER

Number	Date	Book/Page	Docket Entry	Event Type	Comments
3	12/11/2021		Receipt:	Event	RECEIPT#:3270082 AMT PAID:\$401.00 NAME:JORDAN ALEXANDER SHAW, ESQ ZEBERSKY PAYNE SHAW LEWENZ, LLP 110 S.E. 6TH STREE FORT LAUDERDALE FL 33301-5016 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 TENDER TYPE:EFILINGS TENDER AMT:\$401.00 RECEIPT DATE:12/11/2021 REGISTER#:327 CASHIER:EFILINGUSER
 4	12/10/2021		(M) 20 Day (C) Summons (Sub) Received	Event	
 2	12/09/2021		Complaint	Event	
 1	12/09/2021		Civil Cover Sheet - Claim Amount	Event	

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**HARVEY RUVIN**

Miami-Dade County

Clerk of the Court

73 W. Flagler Street  
Miami, Florida 33130

305-275-1155

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Terminix Refuses to Refund Unused Portions of Canceled Contracts](#)

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