

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TERESA M. JOHNSTON, on behalf of herself
and others similarly situated.

Plaintiff,

v.

KASS SHULER, P.A.,

Defendant.

Civil Action No.: 8:16cv3390T23 AEP
COMPLAINT - - CLASS ACTION

JURY TRIAL DEMANDED

NATURE OF ACTION

1. This is a class action brought under the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, for the benefit of Florida consumers who have been the subject of debt collection efforts by Kass Shuler, P.A. (“Defendant”).

2. Congress enacted the FDCPA in 1977 to “eliminate abusive debt collection practices by debt collectors,” 15 U.S.C. § 1692(e), and in response to “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” which Congress found to have contributed “to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. § 1692(a).

3. As the Consumer Financial Protection Bureau (“CFPB”)—the federal agency tasked with enforcing the FDCPA—recently explained, “[h]armful debt collection practices remain a significant concern today. In fact, the CFPB receives more consumer

TRA-40664
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complaints about debt collection practices than about any other issue.”¹ And over one-third of those complaints received by the CFPB involved debt collectors’ attempts to collect debts that consumers did not owe.²

4. This case centers on Defendant’s deceptive and unlawful efforts to collect statutory interest charges from Florida consumers against whom it had obtained a judgment, based upon interest rates that exceeded those allowed by Florida statute.

PARTIES

5. Teresa M. Johnston (“Plaintiff”) is a natural person who at all relevant times resided in Pinellas County, Florida.

6. Plaintiff is obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due, a creditor other than Defendant.

7. Plaintiff’s obligation, or alleged obligation, owed or due, or asserted to be owed or due, arises from a transaction in which the money, property, insurance, or services that are the subject of the transaction were incurred primarily for personal, family, or household purposes—namely, personal credit cards (the “Debt”).

8. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

¹ See Brief for the CFPB as Amicus Curiae, ECF No. 14, p. 10, *Hernandez v. Williams, Zinman, & Parham, P.C.*, No. 14-15672 (9th Cir. Aug. 20, 2014), http://www.ftc.gov/system/files/documents/amicus_briefs/hernandez-v.williams-zinman-parham-p.c./140821briefhernandez1.pdf

² See Consumer Financial Protection Bureau, *Fair Debt Collection Practices Act—CFPB Annual Report 2015* at 13 (2015), http://files.consumerfinance.gov/f/201503_cfpb-fair-debt-collection-practices-act.pdf.

9. Defendant is a professional association based in Tampa, Florida that provides a variety of legal and collections services.

10. Defendant is an entity that at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect the Debt from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

11. Upon information and belief, at the time Defendant attempted to collect the Debt from Plaintiff, the Debt was in default, or Defendant treated the Debt as if it were in default from the time that Defendant acquired it for collection.

12. Defendant uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or to regularly collect or attempt to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

13. Defendant is a "debt collector" as defined by the FDCPA, 15 U.S.C. § 1692a(6).

JURISDICTION AND VENUE

14. This Court has jurisdiction pursuant to 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.

15. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where the acts and transactions giving rise to Plaintiff's action occurred in this district, where Plaintiff resides in this district, and where Defendant is headquartered in this district.

FACTUAL ALLEGATIONS

16. In connection with its collection of the alleged Debt, Defendant obtained a judgment against Plaintiff, and in favor of Grow Financial Federal Credit Union ("Credit Union"), on July 19, 2011, in the amount of \$10,820.80 ("Judgment"). A copy of said Judgment is attached as Exhibit A.

17. The Judgment stated that the \$10,820.80 awarded "shall hereafter draw interest at the rate of 6% per annum." *See* Ex. A.

18. On July 19, 2011, the post-judgment interest rate in the state of Florida was 6% per annum.

19. Just weeks earlier, the Florida legislature had amended Fla. Stat. § 55.03, effective July 1, 2011, to provide, in pertinent part:

The interest rate established by the Chief Financial Officer shall take effect on the first day of each following calendar quarter. Judgments obtained on or after January 1, 1995, shall use the previous statutory rate for time periods before January 1, 1995, for which interest is due and shall apply the rate set by the Chief Financial Officer for time periods after January 1, 1995, for which interest is due

* * *

The interest rate is established at the time a judgment is obtained and such interest rate shall be adjusted annually on January 1 of each year in accordance with the interest rate in effect on that date as set by the Chief Financial Officer until the judgment is paid

20. On January 1, 2012, the post-judgment interest in Florida was set to 4.75% per annum.

21. On January 1, 2013, the post-judgment interest in Florida was set to 4.75% per annum.

22. On January 1, 2014, the post-judgment interest in Florida was set to 4.75% per annum.

23. On January 1, 2015, the post-judgment interest in Florida was set to 4.75% per annum.

24. On January 1, 2016, the post-judgment interest in Florida was set to 4.75% per annum.

25. Thus, under Fla. Stat. § 55.03(3), Defendant's Judgment against Plaintiff accrued interest at a rate of 6% per annum until December 31, 2011, and from January 1, 2012 through the present, at a rate of only 4.75% per annum.

26. On December 11, 2015, in connection with collection of the alleged Debt, Defendant filed a Writ of Execution against Plaintiff seeking \$10,820.80, "with interest at 6% a year from July 19, 2011 until paid" A copy of the Writ of Execution, as entered on December 15, 2015, is attached as Exhibit B.

27. On or about April 18, 2016, Plaintiff's personal vehicle was taken into possession by the Pinellas County Sheriff's Office to be sold at auction pursuant to the Writ of Execution obtained by Defendant, to satisfy the Judgment pertaining to the alleged Debt.

28. Upon information and belief, the proceeds from this auction were applied to the Judgment for the alleged Debt.

29. Then, on June 23, 2016, in connection with the collection of the alleged Debt, Defendant sent Plaintiff a written communication demanding payment for payoff of the remaining balance of the alleged Debt in the amount of "\$2,359.97 with a per diem

interest of \$.39.” A copy of Defendant’s June 23, 2016 written communication is attached as Exhibit C.

30. Defendant’s June 23, 2016 written communication went on to state: “Please make your check payable to Kass Shuler Trust Acct. and forward same to this office at P.O. Box 800, Tampa, FL 33601.” Ex. C.

31. The June 23, 2016 letter concluded with the following: “This is a communication by a debt collector attempting to collect a debt and any information obtained will be used for that purpose.” Ex. C.

32. Notably, the “per diem interest” of \$0.39 included in the June 23, 2016 communication, *see* Ex. C, equates to an annual interest rate of approximately 6.03%, in line with the 6% interest rate listed on the Judgment and Writ of Execution. *See* Exs. A, B.

33. After Plaintiff wrote to Defendant on July 20, 2016 seeking more information about the alleged Debt. Defendant then sent another written communication, dated July 27, 2016, to provide verification of the alleged Debt and a payment history on the Debt. A copy of Defendant’s July 27, 2016 written communication is attached as Exhibit D.

34. The July 27, 2016 letter closed with the following: “This is a communication by a debt collector attempting to collect a debt and any information obtained will be used for that purpose.” Ex. D.

35. Defendant's July 27, 2016 written communication also enclosed a copy of the Judgment against Plaintiff "in the total sum of \$10,820.80 for which let execution issue and which sum shall hereafter draw interest at the rate of 6% per annum." Ex. D.

36. By virtue of its statements in (i) the Writ of Execution, (ii) the June 23, 2016 written communication, and (iii) the July 27, 2016 written communication that Plaintiff's alleged Debt was either accruing interest at a rate of 6% per annum, *see* Exs. B, D, or accumulating "a per diem interest of \$.39." *see* Ex. C, Defendant misrepresented the amount, character, and/or legal status of the alleged Debt; used false representations and/or deceptive means in collecting, or attempting to collect, the alleged Debt; and also collected, or attempted to collect, an amount from Plaintiff that was not permitted by law or expressly authorized by the agreement creating the alleged Debt.

CLASS ACTION ALLEGATIONS

37. Plaintiff bring this action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3) on behalf of a class consisting of:

All persons (a) with a Florida address, (b) from whom Kass Shuler, P.A., (c) within one year before the date of this complaint, (d) attempted to collect interest at a rate that was greater than the statutory rate, on a judgment that provided for interest to accrue at the statutory rate.

Excluded from the class is Defendant, its officers and directors, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendant has or had controlling interests.

38. The proposed class satisfies Rule 23(a)(1) because, upon information and belief, it is so numerous that joinder of all members is impracticable. The exact number of class members is unknown to Plaintiff at this time and can only be ascertained through

appropriate discovery. The proposed class is ascertainable in that, upon information and belief, the names and addresses of all members of the proposed class can be identified in business records maintained by Defendant.

39. The proposed class satisfies Rules 23(a)(2) and 23(a)(3) because Plaintiff's claims are typical of the claims of the members of the class. To be sure, the claims of Plaintiff and all members of the class originate from the same conduct, practice and procedure on the part of Defendant, and Plaintiff possesses the same interests and has suffered the same injuries as each member of the proposed class.

40. Plaintiff satisfies Rule 23(a)(4) because she will fairly and adequately protect the interests of the members of the class and has retained counsel experienced and competent in class action litigation. Plaintiff has no interests that are contrary to or in conflict with the members of the class that she seeks to represent.

41. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable.

42. Furthermore, as the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation make it impracticable for the members of the class to individually redress the wrongs done to them. There will be no difficulty in the management of this action as a class action.

43. Issues of law and fact common to the members of the class predominate over any questions that may affect only individual members, in that Defendant has acted on grounds generally applicable to the class. Among the issues of law and fact common to the class are:

- a. Defendant's violations of the FDCPA as alleged herein;
- b. Whether Defendant is a debt collector as defined by the FDCPA;
- c. the existence of Defendant's identical conduct particular to the matters at issue;
- d. the availability of statutory penalties; and
- e. the availability of attorneys' fees and costs.

**COUNT I: VIOLATION OF THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692e(2)(A)**

44. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 43.

45. The FDCPA at 15 U.S.C. § 1692e(2)(A) provides:

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

(2) The false representation of—

(A) the character, amount, or legal status of any debt;

46. Defendant's Writ of Execution, June 23, 2016 written communication, and July 27, 2016 written communication violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, or legal status of Plaintiff's alleged Debt.

47. Specifically, by way of the foregoing documents, Defendant collected, or attempted to collect, a debt with interest charges calculated at a rate of 6% per annum, accrued from the date of the July 19, 2011 Judgment.

48. However, as of January 1, 2012, Defendant was not entitled to collect interest at a rate of 6% per annum, as the statutory post-judgment interest rate had been changed to only 4.75% per annum, and remained so up to, and including, the dates of the Writ of Execution, the June 23, 2016 written communication, and the July 27, 2016 written communication.

49. As the Florida Supreme Court recently confirmed, from January 1, 2012 onward, Defendant was not entitled to collect 6% interest on its July 19, 2011 Judgment against Plaintiff: "The very passage of the 2011 amendment to section 55.03(3), however, belies this contention. Through that enactment, the Legislature exercised its right to change the policy on post-judgment interest by transitioning from a fixed rate of interest to an annually adjusted rate of interest. Any judgments obtained from the effective date of the 2011 amendments to section 55.03(3) [July 1, 2011] are subject to the new statutory provisions of a variable interest rate established by the 2011 Legislature." *Townsend v. R.J. Reynolds Tobacco Co.*, 192 So. 3d 1223, 1231 (Fla. 2016).

50. Accordingly, by misstating an applicable interest rate of 6% per annum, or \$.39 per diem, Defendant falsely represented the character, amount, or legal status of Plaintiff's alleged Debt, in violation of 15 U.S.C. § 1692e(2)(A).

51. Moreover, the harm suffered by Plaintiff is particularized in that the violative conduct was directed at her personally, regarded her personal alleged Debt, and violated her rights under the FDCPA. In addition, Defendant's actions invaded a specific private right created by Congress, and the invasion of said right creates the risk of real harm.

**COUNT II: VIOLATION OF THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692e(10)**

52. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 43.

53. The FDCPA at 15 U.S.C. § 1692e(10) provides:

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

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

54. Defendant's Writ of Execution, June 23, 2016 written communication, and July 27, 2016 written communication violated 15 U.S.C. § 1692e(10) by using false representations or deceptive means to collect, or attempt to collect, Plaintiff's alleged Debt.

55. Specifically, by way of the foregoing documents, Defendant collected, or attempted to collect, a debt with interest charges calculated at a rate of 6% per annum, accrued from the date of the July 19, 2011 Judgment.

56. However, as of January 1, 2012, Defendant was not entitled to collect interest at a rate of 6% per annum, as the statutory post-judgment interest rate had been changed to only 4.75% per annum, and remained so up to, and including, the dates of the Writ of Execution, the June 23, 2016 written communication, and the July 27, 2016 written communication.

57. As the Florida Supreme Court recently confirmed, from January 1, 2012 onward, Defendant was not entitled to collect 6% interest on its July 19, 2011 Judgment against Plaintiff: “The very passage of the 2011 amendment to section 55.03(3), however, belies this contention. Through that enactment, the Legislature exercised its right to change the policy on post-judgment interest by transitioning from a fixed rate of interest to an annually adjusted rate of interest. Any judgments obtained from the effective date of the 2011 amendments to section 55.03(3) [July 1, 2011] are subject to the new statutory provisions of a variable interest rate established by the 2011 Legislature.” *Townsend*, 192 So. 3d at 1231.

58. Accordingly, by misstating an applicable interest rate of 6% per annum, or \$.39 per diem, Defendant used false representations and/or deceptive means to collect, or attempt to collect, Plaintiff’s alleged Debt, in violation of 15 U.S.C. § 1692e(10).

59. Moreover, the harm suffered by Plaintiff is particularized in that the violative conduct was directed at her personally, regarded her personal alleged Debt, and violated her rights under the FDCPA. In addition, Defendant’s actions invaded a specific private right created by Congress, and the invasion of said right creates the risk of real harm.

**COUNT III: VIOLATION OF THE FAIR DEBT COLLECTION
PRACTICES ACT, 15 U.S.C. § 1692f(1)**

60. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 43.

61. The FDCPA at 15 U.S.C. § 1692f(1) provides:

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

62. Defendant's Writ of Execution, June 23, 2016 written communication, and July 27, 2016 written communication violated 15 U.S.C. § 1692e(10) by using false representations or deceptive means to collect, or attempt to collect, Plaintiff's alleged Debt.

63. Specifically, by way of the foregoing documents, Defendant collected, or attempted to collect, a debt with interest charges calculated at a rate of 6% per annum, accrued from the date of the July 19, 2011 Judgment.

64. However, as of January 1, 2012, Defendant was not entitled to collect interest at a rate of 6% per annum, as the statutory post-judgment interest rate had been changed to only 4.75% per annum, and remained so up to, and including, the dates of the Writ of Execution, the June 23, 2016 written communication, and the July 27, 2016 written communication.

65. As the Florida Supreme Court recently confirmed, from January 1, 2012 onward, Defendant was not entitled to collect 6% interest on its July 19, 2011 Judgment against Plaintiff: "The very passage of the 2011 amendment to section 55.03(3), however, belies this contention. Through that enactment, the Legislature exercised its right to change the policy on post-judgment interest by transitioning from a fixed rate of interest

to an annually adjusted rate of interest. Any judgments obtained from the effective date of the 2011 amendments to section 55.03(3) [July 1, 2011] are subject to the new statutory provisions of a variable interest rate established by the 2011 Legislature.” *Townsend*, 192 So. 3d at 1231.

66. Accordingly, by adding interest charges at a rate of 6% per annum, or \$.39 per diem, to the alleged Debt, Defendant collected, or attempted to collect, an amount not permitted by law or expressly authorized by the agreement creating the Debt, in violation of 15 U.S.C. § 1692f(1).

67. Moreover, the harm suffered by Plaintiff is particularized in that the violative conduct was directed at her personally, regarded her personal alleged Debt, and violated her rights under the FDCPA. In addition, Defendant’s actions invaded a specific private right created by Congress, and the invasion of said right creates the risk of real harm.

WHEREFORE, Plaintiff respectfully requests relief and judgment as follows:

- a. Determining that this action is a proper class action under Rule 23 of the Federal Rules of Civil Procedure;
- b. Adjudging and declaring that Defendant violated 15 U.S.C. §§ 1692e(2)(A), 1692e(10) and 1692f(1);
- c. Awarding Plaintiff and members of the class statutory damages pursuant to 15 U.S.C. § 1692k;
- d. Awarding members of the class actual damages incurred, as applicable, pursuant to 15 U.S.C. § 1692k;

e. Awarding Plaintiff and members of the class their reasonable costs and attorneys' fees incurred in this action, including expert fees, pursuant to 15 U.S.C. § 1692k and Rule 23 of the Federal Rules of Civil Procedure;

f. Awarding Plaintiff and members of the class any pre-judgment and post-judgment interest as may be allowed under the law; and

g. Awarding other and further relief as the Court may deem just and proper.

TRIAL BY JURY

Plaintiff is entitled to and hereby demands a trial by jury.

Dated: December 9, 2016

Respectfully submitted,

/s/ Jesse S. Johnson

James L. Davidson
FL Bar No. 723371
Jesse S. Johnson (Trial Counsel)
FL Bar No. 0069154
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, FL 33431
Tel: (561) 826-5477
Fax: (561) 961-5684
j davidson@gdr law firm.com
j johnson@gdr law firm.com

Counsel for Plaintiff and the proposed class

Exhibit A

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY,
STATE OF FLORIDA, CIVIL DIVISION

GROW FINANCIAL FEDERAL
CREDIT UNION FKA MACDILL
FEDERAL CREDIT UNION
P. O. Box 89947
Tampa, FL 33689
Plaintiff,

vs.
TERESA M. JOHNSTON AKA TERESA MARIE JOHNSTON
Defendant(s)

CASE NO: 09-001447-CO-41

5726092001447KCCO

FILED
CIVIL COURT REC. DEPT
JUL 20 3 30 PM '16
KEN BURKE
CLERK OF COURT

FINAL JUDGMENT AGAINST DEFENDANT(S)

THIS CAUSE came on for consideration upon the Stipulation filed by the parties herein, and the Court being considered the matter together with the entire record and being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that:

Judgment be, and the same is, hereby entered in favor of Plaintiff, GROW FINANCIAL FEDERAL CREDIT UNION FKA MACDILL FEDERAL CREDIT UNION and against the Defendant(s), TERESA M. JOHNSTON AKA TERESA MARIE JOHNSTON, in the following sums:

(a) Principal balance due	\$11,168.80
(b) Interest accrued to date	3.00
(c) Court costs	\$452.00
(d) Loss payments	\$1,800.00
(e) Attorney's fees	\$1,000.00

in the total sum of \$10,820.80 for which let execution issue and which sum shall hereafter draw interest at the rate of 6% per annum.

Defendant(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on Plaintiff's attorney within forty-five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. A copy of the Fact Information Sheet is attached to the Defendant(s)'s copy(ies) of the Final Judgment.

Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant(s) to complete form and return it to the plaintiff's attorney, or the plaintiff, if the plaintiff is not represented by an attorney.

DONE AND ORDERED at Pinellas County, Florida this 19th day of July, 2011.

[Signature]
COUNTY COURT JUDGE

cc: Kass Shuler, P.A., P.O. Box 900, Tampa, FL 33601, (813) 229-0900, Telecopier (813) 229-3323 Jeffrey J. Mouch-814768
Patrick R. Vincent, Esq., 2202 N. WestShore Blvd Ste 200, Tampa, FL 33607

J0804157/firsta21
P300A

FILED

FILED

FILED

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 201101535 07/21/2011 at 10:58 AM
OFF REG BK: 17308 PG: 147-147
DocType:JUD

Exhibit B

Filing # 35470507 E-Filed 12/11/2015 06:39:55 PM

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY,
STATE OF FLORIDA, CIVIL DIVISION

GROW FINANCIAL FEDERAL
CREDIT UNION FKA MACDILL
FEDERAL CREDIT UNION,

Plaintiff,

CASE NO: 09-001447-CO-41

vs.

TERESA M. JOHNSTON AKA TERESA MARIE
JOHNSTON,

Defendant(s)

EXECUTION

THE STATE OF FLORIDA

To Each Sheriff of the State:

YOU ARE COMMANDED to levy on the property, subject to execution, of TERESA M. JOHNSTON AKA
TERESA MARIE JOHNSTON in the sum of Ten Thousand Eight Hundred Twenty and 80/100 Dollars (\$10,820.80),
with interest at 6% a year from July 19, 2011 until paid, to have this writ before the Court when satisfied.

DATED: DECEMBER 15, 2015.

Ken Burke, Pinellas County Civil



By: *Heun M Backsewing*
As Deputy Clerk

FILED BY:
Kass Shuler, P.A.
Name Jeffrey J. Mouch
Address P.O. Box 800, Tampa, FL 33601
Telephone No. (813) 229-0900
Telecopier (813) 229-3323
Email jrmouch@kasslaw.com
Bar No. 814768

J0804157/lss
P802

1 PROHIBIT THIS WRIT FROM BEING RECORDED OR FILED IN ANY COURT OR OFFICE
1 PROHIBIT THIS WRIT FROM BEING RECORDED OR FILED IN ANY COURT OR OFFICE
1 PROHIBIT THIS WRIT FROM BEING RECORDED OR FILED IN ANY COURT OR OFFICE

Exhibit C

Kathleen Achia
Lindsay M. Alvarez
David C. Barakat
Peter Baker
Kin-Sheng Kirk Chen
Philip K. Clarke
Matthew Clarke
Larry M. Foye
William J. Gerardi
Melissa A. Glick
Danna S. Glick
Yusuf Mademata
Brad W. Hsing
Clay A. Hellingger
Matthew M. Hellingger
Michael Kass

KASS | SHULER LAW FIRM

Kass Shuler, P.A.
(813) 229-0900 x5240 | Fax (813) 229-3323
1505 N Florida Avenue | Tampa, Florida 33602-2613
Mailing Address: P.O. Box 800 | Tampa, Florida 33601-0800
jmouch@kasslaw.com | www.kasslaw.com

John J. MacArthur
Robert L. McDonald, Jr.
Richard S. McIVER
Jeffrey J. Mouch
Nicole Mariani Noel
Laura E. Noyes
Edward B. Pritchard
Nicholas J. Roelero
Elizabeth M. Ryan
Jennifer M. Scott
James M. Shuler
Ashley L. Simon
Neil C. Stecher - Of Counsel
Ronald H. Tryous
Alicia R. Whiting-Bosch
George S. Zamora

June 23, 2016

Teresa M. Johnston

████████████████████
Clearwater Beach FL 33767

Re: Grow Financial Federal
Our file: J0804157

Dear Ms. Johnston:

The payoff of the above-referenced matter as of today's date is \$2,359.97 with a per diem interest of \$3.9. Please make your check payable to Kass Shuler Trust Acct. and forward same to this office at P.O. Box 800, Tampa, FL 33601. Our file number, as referenced above, should be included in the memo portion of your check.

This is a communication by a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Very truly yours,



Jeffrey J. Mouch
Extension 5240

KB/Li02



Exhibit D

Kathleen Achille
Jinaday M. Alvarez
David C. Bakalar
Peter Beyer
Ka-Sheng Erik Chen
Philip K. Clarke
Matthew I. Florer
Lory M. Foyle
William J. Gartner
Melissa A. Gray
Donna S. Glick
Yusuf Haddemola
Brad W. Hising
Clay A. Holsinger
Matthew M. Hollinger
Michael Kell

KASS | SHULER LAW FIRM

Kass Shuler, P.A.
(813) 229-0700 x5240 | Fax (813) 229-3323
1505 N Florida Avenue | Tampa, Florida 33602-2613
Mailing Address: P.O. Box 800 | Tampa, Florida 33601-0800
jmouch@kass.law.com | www.kasslaw.com

Ion J. McAister
Robert L. McDonald, Jr. - Of
Counsel
Richard S. Mciver
Jeffrey J. Mouch
Nicole Mariani Noel
Laura E. Noyes
Edward S. Panchera
Nicholas J. Roalson
Elizabeth M. Ryan
James M. Shuler
Ashley L. Simar
Neil C. Spector - Of Counsel
Ronald H. Tynolis
Alicia R. Whiting Botch
George S. Zamora

July 27, 2016

Teresa M. Johnston

[REDACTED]
Clearwater Beach FL 33767

Re: Grow Financial Federal
Our file: J0804157

Dear Ms. Johnston:

Enclosed please find verification of the debt and payment history in the above referenced matter. If you have any questions regarding this matter please contact my collection assistant, Ken Booth, at extension 813-405-2738.

This is a communication by a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Very truly yours,



Jeffrey J. Mouch
Extension 5240

KB/L102



001/27/201100055

IN THE COUNTY COURT IN AND FOR PINELLAS COUNTY,
STATE OF FLORIDA, CIVIL DIVISION

GROW FINANCIAL FEDERAL
CREDIT UNION FKA MACDILL
FEDERAL CREDIT UNION
P. O. Box 89947
Tampa, FL 33689
Plaintiff,

CASE NO: 09-001447-CC-41

vs.
TERESA M. JOHNSTON AKA TERESA MARIE JOHNSTON
Defendant(s)

FINAL JUDGMENT AGAINST DEFENDANT(S)

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(a) Principal balance due	\$13,168.80
(b) Interest accrued to date	\$ 00
(c) Court costs	\$452.00
(d) Less payments	\$1,500.00
(e) Attorney's fees	\$1,000.00

in the total sum of **\$10,820.80** for which let execution issue and which sum shall hereafter draw interest at the rate of 6% per annum.

Defendant(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on Plaintiff's attorney within forty-five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. A copy of the Fact Information Sheet is attached to the Defendant(s)'s copy(ies) of the Final Judgment.

Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant(s) to complete form and return it to the plaintiff's attorney, or the plaintiff, if the plaintiff is not represented by an attorney.

DONE AND ORDERED at Pinellas County, Florida this _____ day of _____, 2011.

COUNTY COURT JUDGE

ORIGINAL FILED
JUL 10 2011
MYRA SCOTT MCNARY
COUNTY CLERK

cc: Kass Shuler, P.A., P.O. Box 800, Tampa, FL 33601, (813) 229-0900, Telecopier: (813) 229-3323, Jeffrey J. McEach-814768
Patrick R. Vincent, Esq., 2202 N. WestShore Blvd Ste 200, Tampa, FL 33607

J0804157/firsta21 X 2011
P300A



Ledger Card for:J0804157

Date:

07/26/2016

Page:

Grow Financial Federal Vs.
 P. O. Box 89947
 Tampa, FL 33689

Johnston/Teresa M.

 Clearwater Beac 33767

Debtor Balance: \$2,349.58
Interest Due: \$13.13
Total Due: \$2,362.71

Date	Ref #	Description	Collected
12/19/2008		New Claim Entry	\$0.00
05/28/2010	129758	Collection	\$200.00
07/06/2010	132139	Collection	\$200.00
07/30/2010	134051	Collection	\$200.00
08/31/2010	135857	Collection	\$200.00
09/30/2010	137790	Collection	\$200.00
10/29/2010	139836	Collection	\$200.00
12/02/2010	142121	Collection	\$200.00
01/04/2011	144051	Collection	\$200.00
02/02/2011	146201	Collection	\$200.00
06/22/2016	271443	Collection	\$11,751.18
Totals:			\$13,551.18

JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law.

Plaintiff(s):

First Listed Plaintiff:
Teresa M. Johnston ;
County of Residence: Pinellas County

Defendant(s):

First Listed Defendant:
Kass Shuler, P.A. ;
County of Residence: Pinellas County

County Where Claim For Relief Arose: Pinellas County

Plaintiff's Attorney(s):

Jesse S. Johnson (Teresa Johnston)
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, Florida 33431
Phone: 561-826-5477
Fax: 561-961-5684
Email: jjohnson@gdrlawfirm.com

Defendant's Attorney(s):

Basis of Jurisdiction: 3. Federal Question (U.S. not a party)

Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: N/A

Defendant: N/A

Origin: 1. Original Proceeding

Nature of Suit: 890 Other Statutory Actions

Cause of Action: 15 U.S.C. 1692. Violations of the Fair Debt Collection Practices Act

Requested in Complaint

Class Action: Class Action Under FRCP23

Monetary Demand (in Thousands):

Jury Demand: Yes

Related Cases: Is NOT a refiling of a previously dismissed action

Signature: /s/ Jesse S. Johnson

Date: 12/09/2016

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FDCPA Class Action Filed Against Kass Shuler, P.A.](#)
