

FILED

2018 DEC -7 PM 3: 35

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

US DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

CASE NO.

6:18-cv-2111-Orl-41DCI

CLARK STEWART, *on behalf of himself
and all others similarly situated,*

Plaintiff,

**CLASS ACTION COMPLAINT AND
TRIAL BY JURY DEMAND**

v.

FLORIDA COMMUNITY LAW GROUP,
P.L.,

Defendant.

NATURE OF ACTION

1. Plaintiff Clark Stewart (“Plaintiff”) brings this putative class action against Defendant Florida Community Law Group, P.L. (“Defendant”) pursuant to the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, individually and on behalf of all others similarly situated.

JURISDICTION, STANDING, AND VENUE

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

3. Plaintiff has Article III standing to bring this action, as it seeks to redress conduct by Defendant that caused Plaintiff to suffer intangible harms, which Congress has made legally cognizable in passing the FDCPA. *See Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1549, 194 L. Ed. 2d 635 (2016), *as revised* (May 24, 2016) (Congress is “well positioned to identify intangible harms that meet minimum Article III requirements,” and thus “may

‘elevat[e] to the status of legally cognizable injuries concrete, *de facto* injuries that were previously inadequate in law.’” (quoting *Lujan v. Defs of Wildlife*, 504 U.S. 555, 578 (1992)); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 WL 3671467, at *3 (N.D. Ill. July 11, 2016) (“Without the protections of the FDCPA, Congress determined, the ‘[e]xisting laws and procedures for redressing these injuries are inadequate to protect consumers.” (quoting 15 U.S.C. § 1692(b)).

4. 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 transacts business in this district.

THE FAIR DEBT COLLECTION PRACTICES ACT

5. Congress enacted the FDCPA to “eliminate abusive debt collection practices, to ensure that debt collectors who abstain from such practices are not competitively disadvantaged, and to promote consistent state action to protect consumers.” *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 559 U.S. 573, 577 (2010) (citing 15 U.S.C. § 1692(e)).

6. The FDCPA is described as a strict liability statute which “typically subjects debt collectors to liability even when violations are not knowing or intentional.” *Owen v. I.C. Sys., Inc.*, 629 F.3d 1263, 1270 (11th Cir. 2011).

7. “A single violation of the Act is sufficient to subject a debt collector to liability under the Act.” *Lewis v. Marinosci Law Grp., P.C.*, No. 13-61676-CIV, 2013 WL 5789183, at *2 (S.D. Fla. Oct. 29, 2013).

8. The Eleventh Circuit applies the “least sophisticated consumer” standard to determine whether a debt collector’s communication violates the FDCPA. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1175 (11th Cir. 1985).

9. This objective standard does not consider “whether the particular plaintiff-consumer was deceived or misled; instead, the question is ‘whether the ‘least sophisticated consumer’ would have been deceived’ by the debt collector’s conduct.” *Crawford v. LVNV Funding, LLC*, 758 F.3d 1254, 1258 (11th Cir. 2014) (quoting *Jeter*, 760 F.2d at 1177 n.11).

PARTIES

10. Plaintiff is a natural person who at all relevant times resided in the State of Florida, County of Orange, and City of Ocoee.

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

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

13. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

14. Plaintiff is a natural person allegedly obligated to pay a debt.

15. Plaintiff’s alleged obligation 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, the replacement of Plaintiff’s residential roof (the “Debt”).

16. Defendant uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts.

17. Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, another.

18. In connection with the collection of the Debt, Defendant filed a lawsuit against Plaintiff dated October 10, 2018.

19. A true and correct copy of the lawsuit and accompanying documents (collectively, the "Lawsuit") is attached as Exhibit A.

20. The Lawsuit required Plaintiff to respond within twenty days after service. Exhibit A at 2.

21. The Lawsuit included a document entitled "Notice required by the Fair Debt Collection Practices Act ("The Act") 15 U.S.C. Section 1601, as amended" (the "Notice"). Exhibit A at 16 (emphasis omitted).

22. The Notice purports to contain the notices required by 15 U.S.C. § 1692g(a).

23. The Lawsuit does not explain the apparent contradiction between the requirement to respond within twenty days and the consumer's right to dispute the Debt within thirty days.

24. The Lawsuit and Notice was Defendant's initial communication with Plaintiff with respect to the Debt.

25. In the alternative, the Notice was improperly included with the Lawsuit because it was a legal pleading and thus not the initial communication with Plaintiff with respect to the Debt.

26. The Notice misleadingly states: “This law firm *may* be deemed a ‘debt collector’ under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit *may* be used for all purposes of collecting a debt.” *Id.* (emphasis added).

27. Upon reading the Notice, the least sophisticated consumer would be unsure whether Defendant was a debt collector under the FDCPA.

28. The Notice further states that “[t]he amount of the debt is stated in paragraph 9 of the Complaint attached hereto.” *Id.*

29. Paragraph 9 of Defendant’s complaint identifies the amount of the Debt as “\$3,290.97 *exclusive of interest, costs, and attorney’s fees.*” *Id.* at 8 (emphasis added).

30. The Lawsuit does not identify any amount of interest, costs, or attorney’s fees. *See Exhibit A.*

31. The Lawsuit does not meaningfully convey the amount of the Debt.

32. The Notice further states: “The debt described in the Complaint and evidenced by the document(s) attached to the Complaint will be assumed to be valid by the creditor’s law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes *in writing* the validity of the debt or some portion thereof.” *Id.* at 16 (emphasis added).

CLASS ALLEGATIONS

33. Plaintiff repeats and re-alleges each factual allegation above.

34. Defendant’s Notice is based on a form or template (the “Template”).

35. Defendant has served a notice based on the Template along with a lawsuit on more than forty (40) individuals in the State of Florida in the year prior to the filing of this action.

36. Plaintiff brings this action on behalf of himself and all others similarly situated. Specifically, Plaintiff seeks to represent the following class:

All individuals in the State of Florida to whom Defendant served, within one year before the date of this complaint and in an attempt to collect a debt, a lawsuit and notice based on the Template.

37. The proposed class specifically excludes the United States of America, the State of Florida, counsel for the parties, the presiding United States District Court Judge, the Judges of the United States Court of Appeals for the Eleventh Circuit, and the Justices of the United States Supreme Court, all officers and agents of Defendant, and all persons related to or within the third degree of consanguinity or affection to any of the foregoing persons.

38. The class is averred to be so numerous that joinder of members is impracticable.

39. The exact number of class members is unknown to Plaintiff at this time and can be ascertained only through appropriate discovery.

40. The class is ascertainable in that the names and addresses of all class members can be identified in business records maintained by Defendant.

41. There exists a well-defined community of interest in the questions of law and fact involved that affect the parties to be represented. These common questions of law and fact predominate over questions that may affect individual class members. Such issues include, but are not limited to: (a) the existence of Defendant's identical conduct particular to the

matters at issue; (b) Defendant's violations of 15 U.S.C. § 1692 *et seq.*; (c) the availability of statutory penalties; and (d) attorney's fees and costs.

42. The claims of Plaintiff are typical of the claims of the class he seeks to represent.

43. The claims of Plaintiff and of the class originate from the same conduct, practice, and procedure on the part of Defendant. Thus, if brought and prosecuted individually, the claims of each class member would require proof of the same material and substantive facts.

44. Plaintiff possesses the same interests and has suffered the same injuries as each class member. Plaintiff asserts identical claims and seeks identical relief on behalf of the unnamed class members.

45. Plaintiff will fairly and adequately protect the interests of the class and has no interest adverse to or which directly and irrevocably conflicts with the interests of other class members.

46. Plaintiff is willing and prepared to serve this Court and the proposed class.

47. The interests of Plaintiff are co-extensive with and not antagonistic to those of the absent class members.

48. Plaintiff has retained the services of counsel who are experienced in consumer protection claims, as well as complex class action litigation, who will adequately prosecute this action, and who will assert, protect and otherwise represent Plaintiff and all absent class members.

49. Class certification is appropriate under Fed. R. Civ. P. 23(b)(1)(A) and 23(b)(1)(B). The prosecution of separate actions by individual members of the class would, as

a practical matter, be dispositive of the interests of other members of the class who are not parties to the action or could substantially impair or impede their ability to protect their interests.

50. The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class, which would establish incompatible standards of conduct for the parties opposing the class. Such incompatible standards of conduct and varying adjudications, on what would necessarily be the same essential facts, proof and legal theories, would also create and allow the existence of inconsistent and incompatible rights within the class.

51. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) in that Defendant has acted or refused to act on grounds generally applicable to the class, making final declaratory or injunctive relief appropriate.

52. Class certification is appropriate under Fed. R. Civ. P. 23(b)(3) in that the questions of law and fact that are common to members of the class predominate over any questions affecting only individual members.

53. Moreover, a class action is superior to other methods for the fair and efficient adjudication of the controversies raised in this Complaint in that: (a) individual claims by the class members will be impracticable as the costs of pursuit would far exceed what any one plaintiff or class member has at stake; (b) as a result, very little litigation has been commenced over the controversies alleged in this Complaint and individual members are unlikely to have an interest in prosecuting and controlling separate individual actions; and (c) the concentration

of litigation of these claims in one forum will achieve efficiency and promote judicial economy.

**COUNT I
VIOLATION OF 15 U.S.C. § 1692e**

54. Plaintiff repeats and re-alleges the factual allegations at ¶¶ 10-32.

55. The FDCPA creates a broad, flexible prohibition against the use of misleading, deceptive, or false representations in the collection of debts. *See* 15 U.S.C. § 1692e; *Hamilton v. United Healthcare of Louisiana, Inc.*, 310 F.3d 385, 392 (5th Cir. 2002) (citing legislative history reference to the FDCPA’s general prohibitions which “will enable the courts, where appropriate, to proscribe other improper conduct which is not specifically addressed”).

56. Defendant violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations or means in connection with the collection of the Debt.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Defendant violated 15 U.S.C. § 1692e with respect to Plaintiff and the class he seeks to represent;
- c) Awarding Plaintiff and the class he seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);

- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class he seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class he seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT II
VIOLATION OF 15 U.S.C. § 1692e(10)**

57. Plaintiff repeats and re-alleges the factual allegations at ¶¶ 10-32.

58. Congress, recognizing that it would be impossible to foresee every type of deceptive collection misbehavior, expressly included in the FDCPA a catchall provision, prohibiting “[t]he use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.” 15 U.S.C. § 1692e(10).

59. The FDCPA is intended to be “comprehensive, in order to limit the opportunities for debt collectors to evade the under-lying legislative intention,” and therefore the same conduct may violate multiple sections of the Act. *Clark v. Capital Credit & Collection Servs., Inc.*, 460 F.3d 1162, 1178 (9th Cir. 2006) (citing FTC Official Staff Commentary on FDCPA, 53 Fed. Reg. 50097, 50101).

60. “[T]o send a consumer an unnecessary notice pursuant to § 1692g, during the pendency of a lawsuit, could confuse an unsophisticated consumer.” *Campbell v. Sansone Law, LLC*, No. 4:16-CV-00175-NCC, 2016 WL 4089349, at *3-4 (E.D. Mo. Aug. 2, 2016) (citing *Battle v. Gladstone Law Grp., P.A.*, 951 F. Supp. 2d 1310, 1315 (S.D. Fla. 2013) (finding plaintiff had sufficiently pled a § 1692e(10) violation because the “least sophisticated consumer” could be deceived or confused when the summons sets out a 20–day deadline to respond to the lawsuit and the notice provides for a 30–day deadline)).

61. Defendant violated 15 U.S.C. § 1692e(10) by using false, deceptive, or misleading representations or means in connection with the collection of the Debt.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Defendant violated 15 U.S.C. § 1692e(10) with respect to Plaintiff and the class he seeks to represent;
- c) Awarding Plaintiff and the class he seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000

or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);

- f) Awarding Plaintiff and the class he seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class he seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT III
VIOLATION OF 15 U.S.C. § 1692e(11)**

62. Plaintiff repeats and re-alleges the factual allegations at ¶¶ 10-19; 24; 26-27.

63. The FDCPA “provides a non-exhaustive list of conduct that is a violation of § 1692e, including: ‘The failure to disclose in the initial . . . communication with the consumer . . . that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.’” *Moritz v. Daniel N. Gordon, P.C.*, 895 F. Supp. 2d 1097, 1106 (W.D. Wash. 2012) (citing 15 U.S.C. § 1692e(11)).

64. Defendant violated 15 U.S.C. § 1692e(11) by failing to disclose in its initial communication with Plaintiff that the communication was an attempt to collect a debt and any information obtained would be used for that purpose.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;

- b) Adjudging that Defendant violated 15 U.S.C. § 1692e(11) with respect to Plaintiff and the class he seeks to represent;
- c) Awarding Plaintiff and the class he seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class he seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class he seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT IV
VIOLATION OF 15 U.S.C. § 1692g(a)(1)**

65. Plaintiff repeats and re-alleges the factual allegations at ¶¶ 10-19; 21-22; 24; 28-31.

66. A key provision of the FDCPA is § 1692g, which requires a debt collector to send, within five days of its initial communication with a consumer, a written notice which provides information regarding the debt and informs the consumer of his or her right to dispute

the validity of the debt, and/or request the name and address of the original creditor, within 30 days of receipt of the notice. *See* 15 U.S.C. § 1692g(a).

67. Congress adopted “the debt validation provisions of section 1692g” to guarantee that consumers would receive “adequate notice” of their rights under the FDCPA. *Wilson v. Quadramed Corp.*, 225 F.3d 350, 354 (3d Cir. 2000) (citing *Miller v. Payco—General Am. Credits, Inc.*, 943 F.2d 482, 484 (4th Cir. 1991)).

68. “It is not enough that the dunning letter state the amount of the debt that is due. It must state it clearly enough that the recipient is likely to understand it.” *Chuway v. Nat’l Action Fin. Servs., Inc.*, 362 F.3d 944, 948 (7th Cir. 2004).

69. Defendant violated 15 U.S.C. § 1692g(a)(1) by failing to meaningfully convey the amount of the alleged debt to Plaintiff.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Defendant violated 15 U.S.C. § 1692g(a)(1) with respect to Plaintiff and the class he seeks to represent;
- c) Awarding Plaintiff and the class he seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);

- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class he seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class he seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

**COUNT V
VIOLATION OF 15 U.S.C. § 1692g(a)(3)**

70. Plaintiff repeats and re-alleges the factual allegations at ¶¶ 10-19; 21-22; 24; 32.

71. "Sections 1692g(a)(4), 1692g(a)(5), and 1692g(b) explicitly require written communication, whereas section 1692g(a)(3) plainly does not." *Clark v. Absolute Collection Service, Inc.*, 741 F.3d 487, 490 (4th Cir. 2014).

72. "The plain language of subsection (a)(3) indicates that disputes need not be made in writing" *Camacho v. Bridgeport Fin. Inc.*, 430 F.3d 1078, 1082 (9th Cir. 2005).

73. Defendant violated 15 U.S.C. § 1692g(a)(3) by failing to meaningfully convey to Plaintiff that unless Plaintiff disputes the validity of the alleged debt, or any portion thereof, within thirty days after receipt of the initial communication, the debt will be assumed valid by Defendant when stating that the dispute needs to be made in writing.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;**
- b) Adjudging that Defendant violated 15 U.S.C. § 1692g(a)(1) with respect to Plaintiff and the class he seeks to represent;**
- c) Awarding Plaintiff and the class he seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);**
- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);**
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);**
- f) Awarding Plaintiff and the class he seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;**
- g) Awarding Plaintiff and the class he seeks to represent, pre-judgment and post-judgment interest as permissible by law; and**
- h) Awarding such other and further relief as the Court may deem proper.**

**COUNT VI
VIOLATION OF 15 U.S.C. § 1692g(b)**

74. Plaintiff repeats and re-alleges the factual allegations at ¶¶ 10-24.

75. To ensure debt collectors' notices meaningfully convey consumers' rights under § 1692g, Congress has further declared that "[a]ny collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor." *Id.*

76. "More importantly for present purposes, the notice must not be overshadowed or contradicted by accompanying messages from the debt collector." *Caprio v. Healthcare Revenue Recovery Grp., LLC*, 709 F.3d 142, 148-49 (3d Cir. 2013).

77. The notice of a consumer's rights under § 1692g may be "overshadowed" by language within the validation letter itself. *See Gostony v. Diem Corp.*, 320 F. Supp. 2d 932, 938 (D. Ariz. 2003) ("The juxtaposition of two inconsistent statements' renders the notice invalid under § 1692g.") (quotations removed).

78. "Cases in which courts have found violation of section 1692g address collection letters that demanded payment within a time period that was less than the statutory thirty day period to dispute the debt, that emphasized the duty to make the payment, and that obscured the fact that the debtor had thirty days to dispute the debt." *Gesten v. Phelan Hallinan, PLC*, 57 F. Supp. 3d 1381, 1387 (S.D. Fla. 2014) (quotations omitted).

79. If a debt collection letter "lacks any explanation of how the threats pressuring the consumer for immediate payment are consistent with the validation notice, the threats overshadow and contradict the notice, which therefore has not been effectively conveyed." *Garcia-Contreras v. Brock & Scott, PLLC*, 775 F. Supp. 2d 808, 819-20 (M.D.N.C. 2011).

80. While a debt collector may legally initiate legal action before the expiration of the 30-day period, a debt collection notice violates § 1692g where such threats would cause an unsophisticated consumer to overlook or ignore his or her rights.

81. Where a collection letter makes no effort to explain that the consumer may take advantage of his or her rights under § 1692g, notwithstanding the requirement to respond to a lawsuit within the 30-day dispute period, the debt collector runs the risk of violating § 1692g(b).

82. “*Bartlett* makes clear that although a debt collector has the right to sue a consumer during the statutory thirty-day period, it must tread carefully when leveraging this right in the initial collection letter to extract payment so as not to overshadow or contradict the consumer’s validation rights.” *Garcia-Contreras v. Brock & Scott, PLLC*, 775 F. Supp. 2d 808, 820–21 (M.D.N.C. 2011).

83. Defendant violated 15 U.S.C. § 1692g(b) by overshadowing or contradicting the disclosures required by to 15 U.S.C. § 1692g(a) during the thirty-day dispute period.

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Determining that this action is a proper class action, certifying Plaintiff as a class representative under Rule 23 of the Federal Rules of Civil Procedure, and designating this Complaint the operable complaint for class purposes;
- b) Adjudging that Defendant violated 15 U.S.C. § 1692g(b) with respect to Plaintiff and the class he seeks to represent;
- c) Awarding Plaintiff and the class he seeks to represent actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

- d) Awarding Plaintiff such additional damages as the Court may allow in the amount of \$1,000, pursuant to § 1692k(a)(2)(B)(i);
- e) Awarding all other class members such amount as the Court may allow, without regard to a minimum individual recovery, not to exceed the lesser of \$500,000 or one percent of the net worth of the debt collector, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii);
- f) Awarding Plaintiff and the class he seeks to represent, reasonable attorneys' fees and costs incurred in this action pursuant to 15 U.S.C. § 1692k(a)(3) and Rule 23;
- g) Awarding Plaintiff and the class he seeks to represent, pre-judgment and post-judgment interest as permissible by law; and
- h) Awarding such other and further relief as the Court may deem proper.

TRIAL BY JURY

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

Dated: November 29, 2018.

Respectfully submitted,

/s/ Alex D. Weisberg

Alex D. Weisberg

FBN: 0566551

Weisberg Consumer Law Group, PA

Attorneys for Plaintiff

5846 S. Flamingo Rd, Ste. 290

Cooper City, FL 33330

(954) 212-2184

(866) 577-0963 fax

aweisberg@afclaw.com

Correspondence address:

Thompson Consumer Law Group, PLLC
5235 E. Southern Ave. D106-618
Mesa, AZ 85206

EXHIBIT "A"

EXHIBIT "A"

Filing # 79183100 E-Filed 10/11/2018 10:19:33 AM

IN THE COUNTY COURT OF THE 9TH
JUDICIAL CIRCUIT, IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO. 2018-CC-13706

JASPER CONTRACTORS, INC.,

Plaintiff,

vs.

CLARK STEWART; UNKNOWN SPOUSE OF
CLARK STEWART,

Defendant(s).

Keith Stewart
Baolco
10/18/18 7:32 PM
EY 0178

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant(s):

CLARK STEWART
424 E LAKESHORE DRIVE
OCOE, FLORIDA 34761

719 SW 75TH STREET, APT 103
GAINESVILLE, FL 30607

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney:

JARED BLOCK, ESQ.
FLORIDA COMMUNITY LAW GROUP, P.L.
DESIGN CENTER OF THE AMERICAS
1855 GRIFFIN ROAD, SUITE A-423
DANIA BEACH, FL 33004

Within 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.

WITNESS my hand and seal of said court on October 15, 2018.

TIFFANY MOORE RUSSELL
Clerk of the Court
s/ Dania Lopez, Deputy Clerk

By: 2018.10.15 07:30:11 -04'00'
Deputy Clerk

Civil Division
425 N. Orange Avenue
Room 310
Orlando, Florida 32801



424 E LAKE

IMPORTANT

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named in the documents.

IMPORTANTE

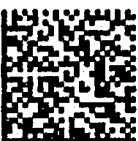
Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podría perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligés de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou à son avocat) nommé ci-dessous.



**EXHIBIT 2
NOTICE OF RMFM PROGRAM TO BE SERVED WITH SUMMONS**

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**A NOTICE FROM THE COURT REGARDING LAWSUITS TO FORECLOSE
MORTGAGES ON HOMES**

If you are being sued to foreclose the mortgage on your primary home and your home has a homestead exemption and if you are the person who borrowed the money for the mortgage, you have a right to go to "mediation." At "mediation," you will meet with a Florida Supreme Court certified mediator appointed by the court and also a representative of the company asking to foreclose your mortgage to see if you and the company suing you can work out an agreement to stop the foreclosure. The mediator will not be allowed to give you legal advice or to give you an opinion about the lawsuit. The mediator's job is to remain neutral and not take sides, but to give both sides a chance to talk to each other to see if an agreement can be reached to stop the foreclosure. If you and the company suing you come to an agreement, a settlement agreement will be written up and signed by you and the company suing you. With some limited exceptions, what each side says at the mediation is confidential and the judge will not know what was said at mediation.

To participate in mediation, you must contact the Program Manager by calling 407-649-1833 between 9:00 a.m. and 5:00 p.m., Monday through Friday. Please call immediately if you may be interested in mediation to get more information about the program as there is a deadline to participate that expires approximately 40 days after the complaint is filed on your case.

Representatives from the Orange County Bar Association Foreclosure Mediation Program will also try to contact you by phone and by mail. The homeowner's share of the mediation fee will be \$250.00 to participate in this mediation program and attend a mediation session. To participate in mediation, you will be asked later to provide financial information to the Program Manager so that information can be sent on your behalf to your lender. *You may talk to someone with the Orange County Bar Association about your mediation options and ask questions about the mediation process at no charge.*

The Program Manager will explain more about the mediation program to you when you call.

AS STATED IN THE SUMMONS SERVED ON YOU, YOU OR YOUR LAWYER MUST FILE WITH THE COURT A WRITTEN RESPONSE TO THE COMPLAINT TO FORECLOSE THE MORTGAGE WITHIN 20 DAYS AFTER YOU WERE SERVED. YOU OR YOUR LAWYER MUST ALSO SEND A COPY OF YOUR WRITTEN RESPONSE TO THE PLAINTIFF'S ATTORNEY. YOU MUST TIMELY FILE A WRITTEN RESPONSE TO THE COMPLAINT EVEN IF YOU DECIDE TO PARTICIPATE IN MEDIATION. IF YOU FAIL TO TIMELY RESPOND TO THE COMPLAINT, THE FORECLOSURE WILL PROCEED AND A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU. YOU WILL NOT BE ABLE TO REQUEST MEDIATION AT ANY POINT IF YOU FAIL TO RESPOND TO THE COMPLAINT.

/s/ Belvin Perry, Jr.
Chief Judge, Ninth Judicial Circuit

EXHIBITO 2
AVISO DE PROGRAMA RMFM PARA SER ENTREGADO CON SU ORDEN DE COMPARECENIA

**EN LA CORTE CIRCUITO PARA EL NOVENO CIRCUITO JUDICIAL
EN Y PARA DEL CONDADO DE ORANGE DE LA FLORIDA**

UN AVISO DE LA CORTE SOBRE DEMANDAS DE EJECUCIÓN HIPOTECARIAS DE CASAS

Si usted esta siendo demandado y le van ha efectuar una ejecución hipotecaria en su casa de residencia; es la persona que solicito el préstamo para la hipoteca de su casa y tiene una excepción de casa --- tiene el derecho de solicitar una "mediación". En una "mediación," usted se reunirá con un persona certificada por la Corte Suprema de la Florida y asignado por la corte. Esta persona tambien representa a la compañía que solicitó la ejecución de su hipoteca para que usted y el demandante puedan llegar a un acuerdo y detener la ejecución hipotecaria. El mediador no estará supuesto a dar asistencia legal o dar opinión acerca de la demanda. El trabajo del mediador es permanecer neutral y no estar de lado de ninguna de las dos partes, pero si, de darle a las dos partes la oportunidad de conversar entre ellos y de llegar a un acuerdo que posiblemente pueda detener la ejecución hipotecaria. Si ambas partes llegan a un acuerdo, este debe ser por escrito y firmando por la compañía que lo esta demandando y por el demandado. Con algunos limites de excepciones, lo que cada parte diga en la mediación es confidencial y el Juez no sabrá que se dijo en la mediación.

Para participar en una mediación, usted necesitará contactar al Gerente del Programa al 407-649-1833 entre las 9:00 a.m. y 5:00 p.m., de lunes a viernes. Por favor llamar inmediatamente si usted esta interesado en participar en una mediación y desea más información del programa. Usted solo tendrá 40 días después de que la demanda fue registrada en su caso para elegir una mediación.

Representantes de el Programa de Mediacion de Ejecuciones Hipotecarias de la Asociación del Colegio de Abogados del Condado de Orange tambien tratarán de contactarlo via teléfono o correo. El dueño de la propiedad será responsable de pagar un cargo de \$250.00 por la mediación, para participar en este programa y atender la sesión. Para participar en mediación, usted tendrá que proveer información financiera al Gerente del Programa, para que esta sea enviada al prestamista. *Usted podra hablar con alguien de la Asociación del Colegio de Abogados del Condado de Orange sobre las opciones de su mediación y preguntarle del proceso sin costo adicional.*

EL GERENTE DEL PROGRAMA LE EXPLICARÁ MAS DEL PROGRAMA DE MEDIACIÓN CUANDO USTED LLAME. COMO ESTA DICHO EN SU DEMANDA, USTED O SU ABOGADO TIENEN 20 DÍAS PARA ARCHIVAR EN LA CORTE UNA RESPUESTA A LA DEMANDA DE LA EJECUCIÓN HIPOTECARIA REGISTRADO CONTRA USTED. USTED O SU ABOGADO NECESITARÁN ENVIARLE UNA COPIA DE SU RESPUESTA AL ABOGADO DEL DEMANDANTE. USTED TENDRÁ QUE ARCHIVAR UNA RESPUESTA A LA DENUNCIA DENTRO DE LA FECHA DE VENCIMIENTO SI DESEA PARTICIPAR EN MEDIACIÓN. SI USTED FALLA EN RESPONDER A TIEMPO A LA DENUNCIA UN FALLO DE INCUMPLIMIENTO PUEDE SER REGISTRADO CONTRA USTED. NO PODRÁ SOLICITAR UNA MEDIACIÓN DE NINGUNA MANERA AL NO HABER RESPONDIDO A LA DEMANDA A TIEMPO.

/s/ Belvin Perry, Jr.
Juez Principal, Noveno Circuito Judicial

IN THE COUNTY COURT OF THE 9TH
JUDICIAL CIRCUIT, IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO. 2018-CC-13700

JASPER CONTRACTORS, INC.,

Plaintiff,

vs.

CLARK STEWART; UNKNOWN SPOUSE OF
CLARK STEWART,

Defendant(s).

NOTICE OF LIS PENDENS

TO: Defendant(s) CLARK STEWART; UNKNOWN SPOUSE OF CLARK STEWART, and all others
whom it may concern:

YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you, seeking
foreclosure on the following described real property located in ORANGE County, Florida:

**LOT 98, LAKE SHORE GARDENS- FIRST ADDITION, ACCORDING TO THE PLAT THEREOF,
RECORDED IN PLAT BOOK 4, PAGE 108, OF THE PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA.**

DATED on October 10, 2018.

Florida Community Law Group, P.L.
Attorneys for Plaintiff
Design Center of the Americas
1855 Griffin Rd., Suite A-423
Dania Beach, FL 33004
Tel: (954) 372-5298
Fax: (866) 424-5348
Email: jared@fclcg.com

By: /s/ Jared Block, Esq.

Jared Block, Esq.

Florida Bar No.: 90297

IN THE COUNTY COURT OF THE 9TH
JUDICIAL CIRCUIT, IN AND FOR ORANGE
COUNTY, FLORIDA

CASE NO. 2018-CC-13700

JASPER CONTRACTORS, INC.,

Plaintiff,

vs.

CLARK STEWART; UNKNOWN SPOUSE OF
CLARK STEWART,

Defendant(s).

COMPLAINT

COMES NOW, the Plaintiff, JASPER CONTRACTORS, INC. ("Plaintiff"), and sues
Defendant(s), CLARK STEWART; UNKNOWN SPOUSE OF CLARK STEWART, ("Defendant"), and
alleges the following:

BACKGROUND ALLEGATIONS

1. This is an action for money damages and foreclosure of a construction lien in an amount less than \$15,000.00, exclusive of interest, costs and attorney's fees.
2. At all times material hereto, Plaintiff regularly conducted business in ORANGE County, Florida.
3. Venue and jurisdiction are proper in ORANGE County, Florida because the contract, which is the basis of this lawsuit, was executed in ORANGE County, Florida and because the subject property is located in ORANGE County, Florida.
4. All conditions precedent to bringing this action have been performed or have been waived.
5. At all times material hereto, Defendants were the owners of the following described real property in ORANGE County, Florida:
424 E LAKESHORE DRIVE, OCOEE, FLORIDA 34761 (the "Property").

COUNT I – BREACH OF CONTRACT

6. Plaintiff re-alleges and re-incorporates paragraphs 1 through 5 by this reference.

7. Plaintiff entered into a written contract (the "Contract") with Defendant whereby Plaintiff agreed to provide materials and/or perform services on the property in exchange for payment. (A true and correct copy of the Contract is attached hereto as Exhibit "A".)
8. Defendant breached the Contract by failing to render payment to Plaintiff pursuant to the terms of the Contract.
9. As a direct and foreseeable result of Defendant's breach, Plaintiff has suffered monetary damages in the amount of \$3,290.97 exclusive of interest, costs, and attorney's fees.
10. Plaintiff has agreed to pay undersigned counsel a reasonable fee in connection with this lawsuit.

WHEREFORE, JASPER CONTRACTORS, INC. prays this Honorable Court will grant judgment in against CLARK STEWART and UNKNOWN SPOUSE OF CLARK STEWART for monetary damages, interest, costs, and reasonable attorney's fees, and any other relief deemed just and proper.

COUNT II – FORECLOSURE OF LIEN

11. Plaintiff re-alleges and re-incorporates paragraphs 1 through 5 by this reference.
12. This is an action to foreclose a construction lien in an amount less than \$15,000.00, exclusive of interest, costs, and attorney's fees.
13. Plaintiff entered into a written contract (the "Contract") with Defendant whereby Plaintiff agreed to provide materials and/or perform services on the property in exchange for payment. (A true and correct copy of the Contract is attached hereto as Exhibit "A".)
14. Plaintiff first furnished services and/or materials on or around February 7, 2018.
15. Plaintiff furnished the last of its services and/or materials on February 7, 2018.
16. Based on the work performed, Plaintiff is owed \$3,290.97, exclusive of interest, costs, and attorney's fees.
17. Although Plaintiff fulfilled its obligations under the Contract, and Defendant receives the benefits of Plaintiff's services and/or materials, Defendant has failed or refused to pay the amounts due Plaintiff under the Contract.

18. Plaintiff recorded its Claim of Lien within 90 days of its last date of services. (A true and correct copy of the recorded Claim of Lien is attached hereto as Exhibit "B".)
19. Plaintiff served its Final Payment Affidavit upon Defendant on or around September 14, 2018. (A true and correct copy of the Final Payment Affidavit is attached hereto as Exhibit "C".)
20. Plaintiff has been forced to retain the services of counsel, has agreed to pay counsel a reasonable fee in connection with this lawsuit.
21. Plaintiff seeks to recover its reasonable attorney's fee pursuant to the Contract and Section 713.29, Florida Statutes.

WHEREFORE, Plaintiff requests the following relief:

- (a) For the Court to recognize Plaintiff's Claim of Lien as valid in the amount found to be due, plus interest, costs, and attorney's fees;
- (b) For the Court to enter a Final Judgment of Foreclosure for the amount found to be due, plus interest, costs, and attorney's fees;
- (c) For the Court to order the property be sold to pay Plaintiff's claim;
- (d) To the extent that the proceeds of the sale are not sufficient to satisfy Plaintiff's entire claim, for the Court to enter a deficiency judgment against Defendants; and
- (e) For the Court to grant any further relief deemed just and proper.

DATED on October 10, 2018.

Florida Community Law Group, P.L.
Attorneys for Plaintiff
Design Center of the Americas
1855 Griffin Rd., Suite A-423
Dania Beach, FL 33004
Tel: (954) 372-5298
Fax: (866) 424-5348
Email: jared@flclg.com

By: /s/ Jared Block, Esq.
Jared Block, Esq.
Florida Bar No.: 90297

5380 B. Colonial Dr.
Orlando, FL 32807
3203 Conway Rd., Ste. 201
Orlando, FL 32812
(407) 278-7788
(800) 137-3361 Fax
info@jasperinc.org



FL Contractor's License:
CCC1329651 & CCC1331153

Account Manager: Joel James
Contact #: 407-470-9615
Insurance Company: Information
Company: SECURITY FIRST
Policy #: S.F.I.N. 82315691
Claim #: 59315
Mortgage Company Information
Company: CALIBER
Loan Number: _____



ROOF REPLACEMENT CONTRACT

Owner(s): <u>CLARK STEWART</u>		Phone: <u>321-239-3620</u>
Address: <u>424 East LAKEHORE DR</u>		Alt. Phone: _____
City: <u>DOCEE</u>	State: <u>FL</u> Zip Code: <u>32761</u>	Shingle Color: <u>Onyx Black</u>
Email: <u>lunge1523@yahoo.com</u>	Roof RCM Amount/Contract Price: _____	Drip Edge Color: <u>Black</u>

IF Owner's Insurance Company does not agree to pay for a full roof replacement, this contract shall be voidable.

Assignment of Insurance Benefits for the Full Roof Replacement Only: I hereby assign any and all insurance rights, benefits and proceeds under any applicable insurance policies to Jasper Contractors, Inc. (Jasper), the scope of which shall be limited to a Full Roof Replacement. I make this assignment and authorization in consideration of Jasper's agreement to perform services, supply materials and otherwise perform its obligations under this Contract, including not requesting full payment at the time of service. I also hereby direct my insurer(s) to release any and all information requested by Jasper, or its representatives, for the direct purpose of obtaining actual benefits to be paid by my insurer(s) for services rendered. In this regard, I waive my privacy rights. If payment is made directly to the Owner/Agent/Insured(s), it shall be endorsed over to Jasper immediately upon receipt. I agree that any portion of work, deductibles, retention or additional work requested by the undersigned, not covered by insurance, must be paid by the undersigned on the day of installation. Deductible: It is the Owner's responsibility to pay all insurance deductibles. Owner's out-of-pocket expense will not exceed the deductible amount, as noted on insurer's loss sheet (the "Loss Sheet"). UNLESS replacement or deteriorated decking is required by code and/or Owner requests special upgrades, Jasper CANNOT pay, waive, rebate, or promise to pay, rebate or reimburse any or all of the insurance deductible applicable to the insurance claim for payment of work. In the event of a discrepancy, the deductible amount noted on the insurer's Loss Sheet shall overrule deductible amount on Loss Sheet. Deductible: \$1000 MUST BE PAID IN FULL, PLUS APPLICABLE SALES TAX. (Initial) _____ Mortgage Co. to speak with Jasper on matters including but not limited to, the claim and draw status.

MORTGAGE AUTHORIZATION: I, Owner/Mortgagee, grant authorization for CALIBER (Initial) _____ Mortgage Co. to speak with Jasper on matters including but not limited to, the claim and draw status. (Initial) PAYMENT SCHEDULE: Owner agrees to pay Jasper based on the following schedule: (i) Deposit in the amount of \$_____ due upon signing this contract; (ii) the Contract Price less the deposit and any applicable depreciation retained by Owner's insurer(s); plus upgrades costs, due and payable to Jasper upon completion of work being performed, and, (iii) the remaining Contract Price (equal to any applicable depreciation and/or change orders) due and payable to Jasper upon completion of work performed. In the event of a pending inspection, no more than 2% of Contract Price may be withheld until inspection has passed. Optional: 1) PKKADP ITEM: _____ QTY: _____ PRICE: _____ TOTAL: \$_____

Replacement Work and Price: Upon insurer's approval and subject to the Terms and Conditions herein, Jasper agrees to furnish all materials and provide the labor necessary to perform the full roof replacement which shall take place following Owner's insurance company's approval, approximately within 30 days, reasonable permitting. Owner's Declaration of Intent: Owner acknowledges and agrees that, upon approval by insurance company for a full roof replacement, Jasper shall perform the roof replacement upon receipt of funds from Owner's insurance company.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND
PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:
Construction Industry Licensing Board, 2601 Blakestone Road, Tallahassee, FL 32399-1039, (850) 487-1395

CANCELLATION: If Owner elects to terminate the services of Jasper, Owner may do so before midnight on the third business day after Contract is executed; Owner shall receive a full refund of all deposits. Owner may also rescind Contract before midnight on the third business day after the contract is executed after notification from insurer(s) that the claim for payment on roof contract has been denied, in whole or in part. All written notices of cancellation, regardless of reason, shall be postmarked or delivered to Jasper's corporate office: 1490 Roberts Boulevard, Suite 112, Kennesaw, GA 30144. CANCELLATION EXCEPTIONS: The three (3) day right of cancellation DOES NOT APPLY to contracts for emergency home repairs of the essence.

I, Owner, have read and understood all statements, Terms and Conditions of the "Roof Replacement Contract" and agree that all details are acceptable and satisfactory. I further understand that this Contract constitutes the entire agreement between the parties and that any further changes or alterations to this Contract must be made in writing and agreed upon by both parties. Each party represents and warrants to the other that it has the full power and authority to enter into the contract and that it is binding and enforceable in accordance with its terms.

Joel James 6/7/17
Authorized Jasper Representative Date

[Signature] 6/7/17
Owner Date

EXHIBIT "A"

Please return to:

Jasper Contractors, Inc.
Prepared By: Renee Van Tassell
1690 Roberts Blvd., Suite 112
Kennesaw, GA 30144
(p) 770-701-2731
(f) 404-418-7998

DOC # 20180267566
05/07/2018 07:58 AM Page 1 of 2
Rec Fee: \$18.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

CLAIM OF LIEN

State of FLORIDA
County of ORANGE

Before me, the undersigned notary public, personally appeared Renee Van Tassell, who was duly sworn and says that she or he is the agent of the lienor, Jasper Contractors, Inc., herein, whose address is 1690 Roberts Blvd., Suite 112, Kennesaw, GA 30144; and that in accordance with a contract with Clark Stewart, lienor furnished labor, services, and/or materials consisting of a full roof replacement on the following described real property in Orange County, Florida:

Commonly known as: 424 E Lakeshore Dr Ocoee, Fl 34761
Legal Description of Real Property LAKE SHORE GARDENS FIRST ADD 4/108
LOT 98 PARCEL #: 20-22-28-4825-00-980

owned by Clark Stewart of a total value of \$14,416.25, of which there remains unpaid \$3,290.97, and furnished the first of the items on 7th day of February, 2018, and the last of the items on 7th day of February, 2018.

EXHIBIT "B"

[Signature] 5.4.18
Signature Date

Rence Van Tassell
Printed Name

State of Georgia }
 }ss
County of Cobb }

This instrument was acknowledged before me this 4th of May, 2018, by Renee Van Tassell of Jasper Contactors, Inc., an Indiana corporation, on behalf of the corporation.

Personally Known
 Produced Identification
Type and # of ID _____

(Seal) Lauren K Croft
(Signature Notary)

Lauren K. Croft
Name of Notary Typed, Stamped or
Printed)
Notary Public, State of Georgia



7816 0340 0800 7732 0419

**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
424 EAST LAKESHORE DR., OCOEE, FL 34761**

**STATE OF GEORGIA
COUNTY OF COBB**

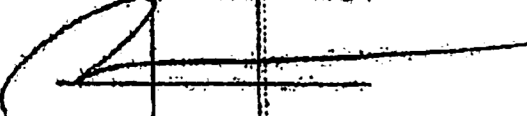
Before me, the undersigned authority, personally appeared Renee Van Tassel who, after being first duly sworn, depose and says of his or her personal knowledge the following:

1. He or she is the Authorized Agent of Jasper Contractors, Inc., which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with Clark Stewart 424 East Lakeshore Dr., Ocoee, FL 34761, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.05 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$1,194.87
4. All work to be performed under the contract has been fully completed, and all liens under the direct contract have been paid in full, except the following listed liens: N/A

Signed, sealed, and delivered this 14th day of September, 2018.

FURTHER AFFIANT SAYETH NAUGHT

For Jasper Contractors, Inc:



September 14, 2018
Date

Sworn to and subscribed before me this 14th day of September 2018 by Renee Van Tassel, who [X] is personally known,

Lauren K Croft
Notary Public



EXHIBIT "C"

EXHIBIT 2
NOTICE OF RFMP PROGRAM TO BE SERVED WITH SUMMONS

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

**A NOTICE FROM THE COURT REGARDING LAWSUITS TO FORECLOSE
MORTGAGES ON HOMES**

If you are being sued to foreclose the mortgage on your primary home and your home has a homestead exemption and if you are the person who borrowed the money for the mortgage or a residential lien foreclosure has been filed against you in which the plaintiff is a homeowner association, community association, or condominium association, you have a right to go to "mediation." At "mediation," you will meet with a Florida Supreme Court certified mediator appointed by the court and also a representative of the company suing you to see if you can work out an agreement to stop the foreclosure. The mediator will not be allowed to give you legal advice or to give you an opinion about the lawsuit. The mediator's job is to remain neutral and not take sides, but to give both sides a chance to talk to each other to see if an agreement can be reached to stop the foreclosure. If you and the company suing you come to an agreement, a settlement agreement will be written up and signed by you and the company suing you. With some limited exceptions, what each side says at the mediation is confidential and the judge will not know what was said at mediation.

To participate in mediation, you must contact the Program Manager by calling 407-515-4330 between 9:00 a.m. and 5:00 p.m., Monday through Friday. Please call immediately if you may be interested in mediation to get more information about the program as there is a deadline to participate that expires approximately 40 days after the complaint is filed on your case.

Representatives from the Orange County Bar Association Foreclosure Mediation Program will also try to contact you by phone and by mail. The homeowner's share of the mediation fee will be \$250.00 to participate in this mediation program and attend a mediation session. To participate in mediation, you will be asked later to provide financial information to the Program Manager so that information can be sent on your behalf to your lender. *You may talk to someone with the Orange County Bar Association about your mediation options and ask questions about the mediation process at no charge.*

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/s/ Frederick J. Lauten
Chief Judge, Ninth Judicial Circuit

EXHIBITO 2
AVISO DE PROGRAMA RFMP PARA SER ENTREGADO CON SU ORDEN DE
COMPARECENIA

EN LA CORTE CIRCUITO PARA EL NOVENO CIRCUITO JUDICIAL
EN Y PARA DEL CONDADO DE ORANGE DE LA FLORIDA

UN AVISO DE LA CORTE SOBRE DEMANDAS DE EJECUCIÓN DE CASAS

Si usted esta siendo demandado y le van ha efectuar una ejecución hipotecaria en su casa de residencia; es la persona que solicito el préstamo para la hipoteca de su casa y tiene una excepción de casa, o se ha presentado una ejecución hipotecaria de embargo preventivo contra usted en la cual el demandante es una asociación de propietarios, una asociación comunitaria o una asociación de condominios, — tiene el derecho de solicitar una “mediación”. En una “mediación,” usted se reunirá con un persona certificada por la Corte Suprema de la Florida y asignado por la corte. Esta persona tambien representa a la compañía que solicitó la ejecución de su hipoteca para que usted y el demandante puedan llegar a un acuerdo y detener la ejecución hipotecaria. El mediador no estará supuesto a dar asistencia legal o dar opinión acerca de la demanda. El trabajo del mediador es permanecer neutral y no estar de lado de ninguna de las dos partes, pero si, de darle a las dos partes la oportunidad de conversar entre ellos y de llegar a un acuerdo que posiblemente pueda detener la ejecución hipotecaria. Si ambas partes llegan a un acuerdo, este debe ser por escrito y firmando por la compañía que lo esta demandando y por el demandado. Con algunos limites de excepciones, lo que cada parte diga en la mediación es confidencial y el Juez no sabrá que se dijo en la mediación.

Para participar en una mediación, usted necesitará contactar al Gerente del Programa al 407-515-4330 entre las 9:00 a.m. y 5:00 p.m., de lunes a viernes. Por favor llamar inmediatamente si usted esta interesado en participar en una mediación y desea más información del programa. Usted solo tendrá 40 días después de que la demanda fue registrada en su caso para elegir una mediación.

Representantes de el Programa de Mediacion de Ejecuciones Hipotecarias de la Asociación del Colegio de Abogados del Condado de Orange tambien tratarán de contactarlo vía teléfono o correo. El dueño de la propiedad será responsable de pagar un cargo de \$250.00 por la mediación, para participar en este programa y atender la sesión. Para participar en mediación, usted tendrá que proveer información financiera al Gerente del Programa, para que esta sea enviada al prestamista. *Usted podra hablar con alguien de la Asociación del Colegio de Abogados del Condado de Orange sobre las opciones de su mediación y preguntarle del proceso sin costo adicional.*

EL GERENTE DEL PROGRAMA LE EXPLICARÁ MAS DEL PROGRAMA DE MEDIACIÓN CUANDO USTED LLAME. COMO ESTA DICHO EN SU DEMANDA, USTED O SU ABOGADO TIENEN 20 DÍAS PARA ARCHIVAR EN LA CORTE UNA RESPUESTA A LA DEMANDA DE LA EJECUCIÓN HIPOTECARIA REGISTRADO CONTRA USTED. USTED O SU ABOGADO NECESITARÁN ENVIARLE UNA COPIA DE SU RESPUESTA AL ABOGADO DEL DEMANDANTE. USTED TENDRÁ QUE ARCHIVAR UNA RESPUESTA A LA DENUNCIA DENTRO DE LA FECHA DE VENCIMIENTO SI DESEA PARTICIPAR EN MEDIACIÓN. SI USTED FALLA EN RESPONDER A TIEMPO A LA DENUNCIA UN FALLO DE INCUMPLIMIENTO PUEDE SER REGISTRADO CONTRA USTED. NO PODRÁ SOLICITAR UNA MEDIACIÓN DE NINGUNA MANERA AL NO HABER RESPONDIDO A LA DEMANDA A TIEMPO.

/s/ Frederick J. Lanten
Juez Principal, Noveno Circuito Judicial

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT ("THE ACT") 15
U.S.C. SECTION 1601, AS AMENDED**

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for all purposes of collecting a debt.
1. The amount of the debt is stated in paragraph 9 of the Complaint attached hereto.
2. The plaintiff as named in the attached Complaint is the creditor to whom the debt is owed, or is the authorized agent of the creditor to whom the debt is owed. The undersigned attorney represents the interests of the plaintiff.
3. The debt described in the Complaint and evidenced by the document(s) attached to the Complaint will be assumed to be valid by the creditor's law firm unless the debtor, within thirty (30) days after the receipt of this notice, disputes in writing the validity of the debt or some portion thereof.
4. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
5. If the creditor named as the plaintiff in the attached Complaint is not the original creditor and if the debtor makes a written request to the creditor's law firm within thirty (30) days of the receipt of this notice, the address of the original creditor will be mailed to the debtor by the creditor's law firm.
6. Written requests should be addressed to:

**JARED BLOCK, ESQ.
FLORIDA COMMUNITY LAW GROUP, P.L.
DESIGN CENTER OF THE AMERICAS
1855 GRIFFIN ROAD, SUITE A-423
DANIA BEACH, FL 33004**

CIVIL COVER SHEET

JS 44 (Rev. 12/12)

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

I. (a) PLAINTIFFS Clark Stewart, on behalf of himself and all others similarly situated,	DEFENDANTS Florida Community Law Group, P.L.
(b) County of Residence of First Listed Plaintiff <u>Orange</u> (EXCEPT IN U.S. PLAINTIFF CASES)	County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)
(c) Attorneys (Firm Name, Address, and Telephone Number) Alex D. Weisberg, Weisberg Consumer Law Group, P.A. 5846 S. Flamingo Road, #290, Cooper City FL 33330 (954) 337-1885	NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																				
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	PTF	DEF		PTF	DEF	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6
PTF	DEF		PTF	DEF																	
<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4																	
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<input type="checkbox"/> 3	<input type="checkbox"/> 3	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 6	<input type="checkbox"/> 6																	

IV. NATURE OF SUIT (Place an "X" in One Box Only)				
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	OTHER STATUTES <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes	

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

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify) _____
 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1692

Brief description of cause:
Violation of the Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____

CHECK YES only if demanded in complaint:
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE: 11/29/2018 SIGNATURE OF ATTORNEY OF RECORD: s/ Alex D. Weisberg

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Florida Community Law Group Misled Debtor Regarding Dispute Rights, Amount Owed](#)
