

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

JULIA BROWN,

CASE NO:

Plaintiff,

vs.

I.C. SYSTEM, INC. and
WOMEN'S CARE, FLORIDA, LLC,

Defendants.

PLAINTIFF'S COMPLAINT
JURY DEMAND

1. Plaintiff, JULIA BROWN ("Plaintiff" or "Ms. Brown") brings this action against I.C. SYSTEM, INC. ("I.C. System"), for violations of and the Fair Debt Collection Practices Act 15 U.S.C. §1692 *et. seq.* ("FDCPA").

2. Ms. Brown further alleges that Defendant, WOMEN'S CARE, FLORIDA, LLC ("Women's Care") has committed violations of the Florida Consumer Collection Practices act, Florida Statute §559.72 *et. seq.*("FCCPA").

3. Plaintiff alleges as follows against I.C. System and Women's Care.

JURISDICTION AND VENUE

4. This Court has jurisdiction under 28 U.S.C. § 1331 because this action arises under the laws of the United States.

5. Supplemental jurisdiction exists for Plaintiff's FCCPA claims pursuant to 28 U.S.C. § 1367.

6. Defendants' voluntary contact with Plaintiff in Florida made it foreseeable that they would be hailed into a Florida court. *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 474 (1985).

7. Venue here is proper under 28 U.S.C. § 1391 because a substantial part of the events giving rise to the claim occurred in Palm Beach County, Florida.

PARTIES

8. Plaintiff, who, as more fully described herein, is allegedly obligated to pay a debt and is therefore a consumer within the meaning of 15 U.S.C. § 1692a(3).

9. Plaintiff is a “consumer” as defined by Florida Statute §559.55(8).

10. Plaintiff is a natural person who, at all times relevant to this action is and was a resident of Palm Beach County, Florida and is a “consumer” as defined by 15 U.S.C. § 1681a(c).

11. Defendant I.C. System is a corporation with its principal place of business at 444 Highway 96 East. St. Paul, MN 55127.

12. Defendant, I.C. System maintains a registered agent listed as CT Corporation System located at 1200 South Pine Island Road, Plantation, FL 33324.

13. I.C. System uses instrumentalities of interstate commerce in a business the principal purpose of which is the collection of debts. Defendant is a “debt collector” within the meaning of 15 U.S.C. § 1692a(6) and Florida Statute §559.55(7).

14. I.C. System is also an “out-of-state consumer debt collector” which means “any person whose business activities in this state involve both collecting or attempting to collect consumer debt from debtors located in this state by means of interstate communication originating from outside this state and soliciting consumer debt accounts for collection from creditors who have a business presence in this state. *See Fla. Stat. §559.55(11).*

15. I.C. System uses instrumentalities of interstate commerce for the purpose of furnishing information on specific trade accounts to Consumer Reporting Agencies. Trans Union, Equifax, and Experian shall be collectively referred to as the “Credit Reporting Agencies” or the “CRAs.”

16. These instrumentalities of interstate commerce are largely electronic, written, or telephonic communications which has effects on consumers and their credit reports within the state of Florida.

17. Defendant, Women's Care is a Florida corporation and self-described "specialty women's health physician group" which offers care in obstetrics and gynecology, gynecologic oncology, urogynecology, and genetic counseling. See <https://www.womenscareobgyn.com/who-we-are> (last visited June 16, 2022).

Long- Arm Jurisdiction

18. Florida's long-arm "appl[ies] to defendants committing tortious acts outside the state that cause injury in Florida." *Posner v. Essex Ins. Co.*, 178 F.3d 1209, 1217 (11th Cir. 1999). Accordingly, the long-arm statute confers personal jurisdiction over a nonresident defendant who is alleged to have committed a tortious act in Florida, which causes injury to a plaintiff. *Id.* at 1216. "[A] nonresident defendant may commit a tortious act within the state by electronic, written, or telephonic communication into Florida so long as the cause of action arises from such communication." *Smith v. Trans-Siberian Orchestra*, 728 F. Supp. 2d 1315, 1321 (M.D. Fla. 2010).

19. A violation of a statute prohibiting unfair debt collection is a tortious act because it breaches a duty imposed by law. See *Proescher v. Security Collection Agency*, Case No. 3:17-CV-1052-J-32PDB, 2018 WL 3432737 (M.D. Fla. June 8, 2018) (citing *Vlach v. Yaple*, 670 F. Supp. 2d 644, 648 (N.D. Ohio 2009); See also *Koch v. Lake City Credit, LLC*, Case No: 6:19-cv-667-Orl-41GJK (M.D. Fla. July 23, 2019).

20. As such, specific jurisdiction exists over I.C. System and Women's Care under Fla. Stat. 48.193(1)(a)(2) because each one of them committed out-of-state acts, that are codified torts under the FCCPA and FDCPA, which have caused damage to Plaintiff in Florida.

21. Personal jurisdiction exists over I.C. System and Women’s Care because Plaintiff lives in the forum where she was injured by their actions. *See Koch* at *5 (citing *InternetSols. Corp. v. Marshall*, 39 So. 3d 1201, 1208 (Fla. 2010) (nonresidents can commit tortious acts in Florida by virtue of telephonic, electronic, or written communications into Florida)). “[S]uits may be brought where a debtor receives a communication from a debt collector located elsewhere where the transmittal of those communications is claimed to have violated debt collection laws. *Alecca v. AMG Managing Ptnrs., LLC*, No. 3:13-cv-163, 2014 WL 2987702, at *6 (M.D. Fla. Jul. 2, 2014) (quoting *Sluys v. Hand*, 831 F. Supp. 321, 324 (S.D.N.Y. 1993).

22. Accordingly, I.C. System and Women’s Care have each created minimum contacts with this Forum by virtue of their telephonic, electronic, or written communications into Florida which violated the FCCPA and FDCPA.

STATUTORY FRAMEWORK

The FDCPA

23. On November 30, 2020, the [Consumer Financial Protection Bureau] CFPB issued their final rule to revise Regulation F (“Reg F”) of which contains, among other things, the CFPB’s most recent interpretation of the FDCPA. Reg F addresses, among other things, communications in connection with debt collection and prohibitions on harassment or abuse, false or misleading representations, and unfair practices in debt collection. *See generally* 85 FR 76734.

24. With respect to purpose of Reg F, it is stated “[Reg F] carries out the purposes of the FDCPA, which include eliminating abusive debt collection practices by debt collectors, ensuring that debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and promoting consistent State action to protect consumers against debt collection abuses. 12 C.F.R. §1006.1(b).

25. Reg F became effective November 30, 2021, with one its new rules “passive collections” or “parking” a debt on a credit report. Both terms refer to the practice of a debt collector furnishing to a CRA information regarding a debt before communicating with the consumer about the debt. 12 C.F.R. §1006.30(a)

26. The CFPB proposed §1006.30(a) pursuant to its authority under FDCPA section 814(d) to prescribe rules with respect to the collection of debts by debt collectors; pursuant to its authority to interpret FDCPA section 806, which prohibits a debt collector from engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt; and pursuant to its authority to interpret FDCPA section 808, which prohibits a debt collector from using unfair or unconscionable means to collect or attempt to collect any debt. Courts have interpreted FDCPA sections 806 and 808 to prohibit certain coercive collection methods that may cause consumers to pay debts not actually owed."

27. Relatedly, 15 U.S.C. §1692c(b) of the FDCPA regulates certain communications with third parties and provides “Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a post judgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, **a consumer reporting agency** if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.” (emphasis added).

28. The FDCPA provides, in relevant part: 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 ... 15 U.S.C. § 1692e.

29. A consumer has a right under the FDCPA to receive information from a debt collector that is not “false, deceptive, or misleading.” *Pralle v. Cooling & Winter, LLC*, No. 2: 16-cv-865-FtM-99CM (M.D. Fla. May 2, 2017).

30. The FDCPA defines the term “consumer” as “any natural person obligated or allegedly obligated to pay any debt.” 15 U.S.C. § 1692a(3) (emphasis added).

31. The FDCPA defines the term “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” 15 U.S.C. § 1692a(5) (emphasis added).

32. The FDCPA defines the term “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6) (emphasis added).

33. The FDCPA is essentially a strict liability statute and, therefore, does not require a showing of intentional conduct on the part of a debt collector. *See Rivera v. Amalgamated Debt Collection Services*, 462 F. Supp. 2d 1223 (S.D. Fla. 2006).

34. For the purposes of the claims brought in this action, the applicable standard under the FDCPA in the Eleventh Circuit is “the least sophisticated” consumer test. *See Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1175 (11th Cir. 1985) (adopting the test enunciated in *Exposition Press Inc. v. FTC*, 295 F.2d 869 (2d Cir. 1961)).

35. The principles underlying the FDCPA must be implemented for “the public— that vast multitude which includes the ignorant, the unthinking and the credulous.” *Jeter*, 760 F.2d at 1172-73 (internal citations omitted). The “fact that a false statement may be obviously false to those who are trained and experienced does not change its character, nor take away its power to deceive others less experienced.” *Id.* at 1173 (internal citations omitted).

The FCCPA

36. Consumer protection statutes are remedial in nature and should be liberally construed in favor of the public. *See Samara Dev. Corp. v. Marlow*, 556 So. 2d 1097, 1100 (Fla. 1990).

37. “The Florida Consumer Collection Practices Act (FCCPA) is a laudable legislative attempt to curb what the Florida Legislature has evidently found to be a series of abuses in the area of debtor-creditor relations. The FCCPA is to be construed in a manner that is protective of the consumer.” *Laughlin v. Household Bank, Ltd.*, 969 So. 2d 509 (Fla. 1st DCA 2007).

38. “The Florida Legislature, in enacting the FCCPA, has further defined and protected an individual’s right of privacy in the State of Florida.” *Id.*

39. Under the FCCPA, “[a] plaintiff is not required to prove actual damages, but only a violation of one of the prohibited practices in the Florida Consumer Collection Practices Act.” *Id.*

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

41. The FCCPA defines the term “consumer” as “any natural person obligated or allegedly obligated to pay any debt.” Fla. Stat. § 559.55(8) (emphasis added).

42. The FCCPA mandates that “no person” shall engage in certain practices in collecting consumer debt. Fla. Stat. § 559.72. This language includes all unlawful attempts at collecting consumer debts by creditors and debt collectors alike. *See Williams v. Streeps Music Co.*, 333 So. 2d 65, 67 (Fla. Dist. Ct. App. 1976); *see also Schauer v. GMAC*, 819 So. 2d 809 (Fla. 4th DCA 2002); *Gann v. BAC Home Loans Servicing LP*, 145 So. 3d 906, 908 (Fla. 2nd DCA 2014).

43. Defendants are each a “person” subject to the provisions of Florida Statute §559.72 because said section applies to “any person” who collects or attempts to collect a consumer debt as defined by Florida Statute §559.55(1).

44. The FCCPA applies to DEFENDANTS as a “debt collector” because such a term means “any person who uses any instrumentality of commerce within this state, whether initiated from within or outside this state, in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” Florida Statute §559.55(7).

45. Additionally, the FCCPA provides that no person shall “[d]isclose to a person other than the debtor or her or his family information affecting the debtor’s reputation, whether or not for credit worthiness, with knowledge or reason to know that the other person does not have a legitimate business need for the information or that the information is false.” Fla. Stat. § 559.72(5).

46. Florida Statute § 559.72(9) requires that no person shall “[c]laim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.”

47. The FCCPA creates a private right of action under Florida Statute § 559.77(1) and any person who violates any provision of the FCCPA is liable for actual damages, statutory damages not exceeding \$1,000, court costs, attorney’s fees, punitive damages, and equitable relief pursuant to Section 559.77(2).

FACTUAL ALLEGATIONS

48. On January 21, 2019, Ms. Brown signed a “Consent to Participate in a Research Study” to test the effectiveness of an investigational drug on women who experience specific symptoms that the drug is designed to cure or alleviate (“Research Study”).

49. The research study was conducted by Altus Research, Inc. who informed Ms. Brown what additional tests or procedures she would have to undergo to assess her health.

50. As part of the Research Study, Ms. Brown was not responsible for any costs for the additional tests or procedures.

51. On February 22, 2021, Ms. Brown was referred to Women’s Care by Dr. Andrew Lederman to get one of the required tests or procedures for the Research Study.

52. Based on information and belief, the cost of the procedure was \$424, which was the responsibility of Altus Research, Inc. based on the Research Study.

53. However, on or about November 18, 2021, Women’s Care, LLC referred Ms. Brown to collections based on a statement provided to Ms. Brown. A redacted copy of the November 18, 2021, statement sent to Ms. Brown is attached hereto as part of Composite Exhibit “A.”

54. On or about March 9, 2022, Ms. Brown was reviewing her consumer disclosure from Experian and noticed a debt reported by I.C. System on behalf of Women’s Care for \$424.

55. Based on information and belief, I.C. System never notified Ms. Brown that this debt would be reported to the CRAs before she discovered it.

56. Then on or about March 17, 2022, Ms. Brown received a letter from I.C. System for the \$424 procedure. A redacted copy of the March 17, 2022, letter from I.C. System is attached hereto as part of Composite Exhibit “A.”

57. On May 9, 2022, Ms. Brown noticed this same I.C. System account for \$424 on her Trans Union disclosure.

58. Ms. Brown tried to have the information corrected by sending a written dispute to the CRAs on or about May 23, 2022, (hereinafter “Initial Disputes”). A true and correct copy of the Initial Disputes to the CRAs are attached hereto as part of Composite Exhibit “B.”

59. The Initial Disputes provided detailed information from the Research Study, which stated Ms. Brown would not be responsible for any costs. *Id.*

60. Then, sometime between the Initial Disputes and the filing of this Complaint, Ms. Brown received a phone call from Women’s Care who stated the \$424 debt (“Disputed Debt”) should not have been sent to collections.

61. Ms. Brown now brings this action to hold Defendants’ accountable for their FCCPA and FDCPA violations.

COUNT I – VIOLATIONS OF 15 U.S.C. §1692e(2)(A)
AGAINST I.C. SYSTEM

62. Plaintiff incorporates by reference her allegations in paragraphs 1, 3 -16, and 18 - 47 as if fully set forth herein.

63. A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. *Johnson v. Midland Funding, LLC*, 823 F.3d 1334 (11th Cir. 2016).

64. I.C. System violated § 1692e(2)(A) of the FDCPA by falsely representing the character, amount, and legal status of Plaintiff’s alleged consumer debt in its communications to Plaintiff during the relevant time period.

65. Specifically, I.C. System March 17, 2022, letter sought to collect amounts that Plaintiff does not owe because the Research Study provided she was not responsible for costs related to the study.

66. I.C. System through its agents, representatives, and/or employees acting within the scope of their authority, has violated the FDCPA in that I.C. System has sought to collect debts that Plaintiff is not legally responsible for and has made a false representation of the legal status of the debt.

67. I.C. System's conduct is a violation of the FDCPA if it would be deceptive to the least-sophisticated consumer. *Id.*; *See also LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1194 (11th Cir. 2010) (stating "[t]he fact that a false statement may be obviously false to those who are trained and experienced does not change its character, nor take away its power to deceive others less experienced.")

68. The FDCPA is a strict liability statute and accordingly I.C. System's conduct need not have been intentional, Defendant's conduct violated the FDCPA regardless of its intentions. *See LeBlanc* at 1190.

69. I.C. System, through its agents, representatives, and/or employees acting within the scope of their authority, violated 15 U.S.C. §1692e(2)(a).

70. 15 U.S.C. § 1692k(a) provides that a debt collector who fails to comply with any provision of the FDCPA with respect to any person is liable to such person for up to \$1,000 in statutory damages, actual damages, the costs of the action, together with a reasonable attorney's fee as determined by the court.

71. As a result of Defendant's violations, Plaintiff suffered damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in his favor and against Defendant for: actual damages and Statutory damages pursuant to 15 U.S.C. § 1692k; Attorneys' fees, litigation expenses and costs of the instant suit; and such other or further relief as the Court deems proper.

COUNT II – VIOLATIONS OF 15 U.S.C. §1692e(8)
AGAINST I.C. SYSTEM

72. Plaintiff incorporates by reference her allegations in paragraphs 1, 3 -16, and 18 - 47 as if fully set forth herein.

73. A “debt collector” violates 15 U.S.C. §1692e(8) by “[c]ommunicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed.”

74. Plaintiff is not legally obligated to pay the debt at issue because the Research Study provided she was not responsible for costs related to the study.

75. I.C. System communicated false credit information to the CRAs during the period described in the Initial Dispute.

76. Therefore, I.C. System violated §1692e(8) when it communicated false credit information to the CRAs by stating a \$424 balance was still due and owing even though Plaintiff was never legally obligated to pay such a debt.

77. I.C. System’s conduct is a violation of the FDCPA if it would be deceptive to the least-sophisticated consumer. *See Jeter* at 1194 (stating “[t]he fact that a false statement may be obviously false to those who are trained and experienced does not change its character, nor take away its power to deceive others less experienced.”)

78. I.C. System, through its agents, representatives, and/or employees acting within the scope of their authority, violated 15 U.S.C. §1692e(8).

79. 15 U.S.C. § 1692k(a) provides that a debt collector who fails to comply with any provision of the FDCPA with respect to any person is liable to such person for up to \$1,000 in statutory damages, actual damages, the costs of the action, together with a reasonable attorney’s fee as determined by the court.

80. As a result of I.C. System's violations, Plaintiff has suffered damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in his favor and against I.C. System for: actual damages and statutory damages pursuant to 15 U.S.C. § 1692k; Attorneys' fees, litigation expenses and costs of the instant suit; and such other or further relief as the Court deems proper.

COUNT III – VIOLATIONS OF § 15 U.S.C. §1692f(1)
AGAINST I.C. SYSTEM

81. Plaintiff incorporates by reference her allegations in paragraphs 1, 3– 16, and 18 – 47 as if fully set forth herein.

82. §1692f(1) prohibits "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."

83. The subject debt is not authorized by any agreement because the Research Study provided Plaintiff was not responsible for costs related to the study.

84. I.C. System's conduct is a violation of the FDCPA if it would be deceptive to the least-sophisticated consumer. *Id.*; *See also LeBlanc* at 1194.

85. I.C. System, through its agents, representatives, and/or employees acting within the scope of their authority, violated 15 U.S.C. §1692f(1).

86. 15 U.S.C. § 1692k(a) provides that a debt collector who fails to comply with any provision of the FDCPA with respect to any person is liable to such person for up to \$1,000 in statutory damages, actual damages, the costs of the action, together with a reasonable attorney's fee as determined by the court.

87. As a result of Defendant's violations, Plaintiff suffered damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in his favor and against Defendant for: actual and Statutory damages pursuant to 15 U.S.C. §1692k; Attorneys' fees, litigation expenses and costs of the instant suit; and such other or further relief as the Court deems proper.

COUNT IV – VIOLATIONS OF 15 U.S.C. §1692c(b)
“DEBT PARKING” AGAINST I.C. SYSTEM

84. Plaintiff incorporated by reference her allegations in paragraphs 1, 3– 16, and 18 – 47 as if fully set forth herein.

85. 15 U.S.C. §1692c(b) of the FDCPA regulates certain communications with third parties and provides “Except as provided in section 1692b of this title, without the prior consent of the consumer given directly to the debt collector, or the express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a post judgment judicial remedy, a debt collector may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, **a consumer reporting agency** if otherwise permitted by law, the creditor, the attorney of the creditor, or the attorney of the debt collector.” (emphasis added).

86. 12 C.F.R. §1006.30(a) prohibits a debt collector from furnishing information to a consumer reporting agency as defined in section 603(f) of the Fair Credit Reporting Act (15 U.S.C. 1681a(f)), information about a debt before the debt collector:

- (i) Speaks to the consumer about the debt in person or by telephone; or
- (ii) Places a letter in the mail or sends an electronic message to the consumer about the debt and waits a reasonable period of time to receive a notice of undeliverability. During the reasonable period, the debt collector must permit receipt of, and monitor for, notifications of undeliverability from communications providers. If the debt collector receives such a notification during the reasonable period, the debt collector must not furnish information about

the debt to a consumer reporting agency until the debt collector otherwise satisfies paragraph (a)(1) of this section.

87. I.C. System violated 12 C.F.R. 1006.30(a) by “parking” the \$424 debt on Plaintiff’s credit reports before speaking with her by phone or in person. As a result, I.C. System has also violated §15 U.S.C. 1692c(b) by communicating with the CRAs prior to speaking with Plaintiff.

88. I.C. System, through its agents, representatives, and/or employees acting within the scope of their authority, violated 15 U.S.C. §1692c(b).

89. 15 U.S.C. § 1692k(a) provides that a debt collector who fails to comply with any provision of the FDCPA with respect to any person is liable to such person for up to \$1,000 in statutory damages, actual damages, the costs of the action, together with a reasonable attorney’s fee as determined by the court.

90. As a result of Defendant’s violations, Plaintiff suffered damages.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in his favor and against Defendant for: actual and Statutory damages pursuant to 15 U.S.C. §1692k; Attorneys’ fees, litigation expenses and costs of the instant suit; and such other or further relief as the Court deems proper.

COUNT V – VIOLATIONS OF FLA. STAT. §559.72(5)
AGAINST WOMEN’S CARE FOR DISCLOSURES TO I.C. SYSTEM

91. Plaintiff incorporates by reference her allegations in paragraphs 2 - 7, 9, 17 -22, and 36 -61 as if fully set forth herein.

92. At all times relevant to this action, Women’s Care University is subject to and must abide by the law of Florida, including Florida Statute § 559.72.

93. Women’s Care violated Florida Statute § 559.72(5) by disclosing to a person other than the Plaintiff or his family information affecting Plaintiff’s reputation, whether or not for credit

worthiness, with knowledge or reason to know that the other person does not have a legitimate business need for the information or that the information is false.

94. Specifically, Women's Care disclosed false information affecting Plaintiff's reputation to I.C. System: that Plaintiff owed \$424 to Women's Care even though the Research Study provided she was not responsible for costs related to the study.

95. "Any person who fails to comply with any provision of s. 559.72 is liable for actual damages and for additional statutory damages as the court may allow, but not exceeding \$1,000, together with court costs and reasonable attorney's fees incurred by the plaintiff. In determining the defendant's liability for any additional statutory damages, the court shall consider the nature of the defendant's noncompliance with s.559.72, the frequency and persistence of the non-compliance, and the extent to which the noncompliance was intentional." Fla. Stat. 559.77(2) (emphasis added).

96. As a result of Women's Care's violations, Plaintiff suffered damages, including but not limited to, time spent addressing Defendant's illegal collection practices, damage to her reputation for credit worthiness, and misrepresentation of an amount to a third party.

97. Damages in the form of reputation being affected are the "class of injury where damages are difficult to prove and at the same time provide a penalty to dissuade parties . . . from engaging in collection practices which may have been heretofore tolerated industry wide." See *Laughlin v. Household Bank*, 969 So. 2d 509, 513 (Fla. 1st DCA. 2007) (quoting *Harris v. Beneficial Finance Company of Jacksonville*, 338 So.2d 196, 200 (Fla. 1976)). Accordingly, Plaintiff "is not required to prove actual damages, but only a violation of one of the prohibited practices in the FCCPA." *Id.* "As discussed above, by enacting section 559.77, the Legislature intended to provide statutory damages in an area where the amount of damages are difficult to calculate." *Id.* at 514.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in her favor and against Women's Care for: actual damages, statutory damages, and punitive damages pursuant

to Fla. Stat. §559.77; attorneys' fees, litigation expenses and costs of the instant suit; and such other or further relief as the Court deems proper.

COUNT VI – VIOLATIONS OF FLA. STAT. §559.72(9)
AGAINST WOMEN'S CARE UNIVERSITY

98. Plaintiff incorporates by reference her allegations in paragraphs 2 - 7, 9, 17 -22, and 36 -61 as if fully set forth herein.

99. At all times relevant to this action, Women's Care is subject to and must abide by the law of Florida, including Florida Statute § 559.72.

100. The FCCPA defines communication as "the conveying of information regarding a debt directly or indirectly to any person through any medium." Fla. Stat. § 559.55(2).

101. "Indeed, in accordance with the FCCPA's broad definition of "communication," this Court has interpreted the FCCPA to permit "on behalf of" liability. *See Kelliher*, 826 F. Supp. 2d at 1329-30 (M.D. Fla. 2011) (denying the defendant's motion to dismiss the plaintiff's Section 559.72(18) claim where the plaintiff alleged that the defendant used a third party to send debt collection communications to the plaintiff despite knowing that the plaintiff was represented by counsel, because such actions constituted indirect communications)." *See Mangiaracina*, at *7-8.

102. Women's Care violated Statute § 559.72(9) by indirectly communicating with Plaintiff through I.C. System on or about March 17, 2022, when I.C. System attempted to collect the disputed \$424 despite having direct knowledge of the Research Study.

103. "Any person who fails to comply with any provision of s. 559.72 is liable for actual damages and for additional statutory damages as the court may allow, but not exceeding \$1,000, together with court costs and reasonable attorney's fees incurred by the plaintiff. In determining the defendant's liability for any additional statutory damages, the court shall consider the nature of the

defendant's noncompliance with s.559.72, the frequency and persistence of the non-compliance, and the extent to which the noncompliance was intentional." Fla. Stat. 559.77(2) (emphasis added).

104. As a result of Women's Care's violations, Plaintiff suffered damages, including but not limited to, time spent addressing Defendant's illegal collection practices, misrepresentation of an amount to a third party, and damage to his reputation for credit worthiness.

105. Damages in the form of reputation being affected are the "class of injury where damages are difficult to prove and at the same time provide a penalty to dissuade parties . . . from engaging in collection practices which may have been heretofore tolerated industry wide." See *Laughlin*, 969 So. 2d at 513) (quoting *Harris*, 338 So.2d at 200. Accordingly, Plaintiff "is not required to prove actual damages, but only a violation of one of the prohibited practices in the FCCPA." *Id.* "As discussed above, by enacting section 559.77, the Legislature intended to provide statutory damages in an area where the amount of damages are difficult to calculate." *Id.* at 514.

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment in his favor and against Women's Care for: Actual, Statutory, and punitive damages pursuant to Fla. Stat. § 559.77; attorneys' fees, litigation expenses and costs of the instant suit; and such other or further relief as the Court deems proper.

JURY DEMAND

106. Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

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