

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

CASE NO.

PETER KEYTE and ANNE KEYTE,
*on behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

KASS SHULER, P.A.,
a Florida Corporation, and
JEFFREY J. MOUCH, *individually,*

Defendants.

CLASS ACTION COMPLAINT

1. Plaintiffs allege violations of the *Fair Debt Collection Practices Act*, 15 U.S.C. §1692 et seq. (“FDCPA”).

JURISDICTION AND VENUE

2. This Court has jurisdiction under the *Fair Debt Collection Practices Act*, pursuant to 28 U.S.C. §1331 and 15 U.S.C. §1692k.

3. Venue in this District is proper because Plaintiffs reside here, and Defendants conduct business in this District.

PARTIES

4. Plaintiffs, Peter Keyte and Anne Keyte (“Plaintiffs”), are natural persons, residing in Saint Lucie County, Florida.

5. Defendant, Kass Shuler, P.A. (“Defendant Law Firm”), is a Florida Corporation and law firm engaged in the business of collecting consumer debts, which operates from offices located at 1505 North Florida Avenue, Tampa, Florida 33602.

6. Defendant Jeffrey J. Mouch (“Defendant Mouch”), is an attorney and is engaged in the business of collecting consumer debts, who operates from offices located at 1505 North Florida Avenue, Tampa, Florida 33602.

7. Defendant Law Firm and Defendant Mouch are herein collectively referred to as “Defendants.”

8. Defendants regularly use the United States Postal Service and telephone in the collection of consumer debts.

9. Defendants regularly collect or attempt to collect consumer debts for other parties. Defendants are “debt collectors” as defined by the *FDCPA*.

10. At all times material to the allegations of this Complaint, Defendants were acting as debt collectors with respect to the collection of Plaintiffs’ alleged debt.

FACTUAL ALLEGATIONS

11. Defendants sought to collect a consumer debt from Plaintiffs arising from an alleged delinquency on a credit card. The debt was incurred primarily for personal, household or family use, more specifically, the debt at issue was a credit card debt which Plaintiffs used to purchase personal and household goods. The debt was not incurred for any commercial purpose.

12. On or about December 7, 2017, Defendants mailed, or caused to be mailed, to Plaintiffs, a written communication seeking payment of the alleged debt. (The “Demand Letter”, attached hereto as “Exhibit 1”).

13. The Demand Letter states in part:

Our firm represents the above named creditor to which you are indebted in the amount of \$1,946.85. Unless you dispute this debt, or any portion thereof, within 30 days after you receive this letter, we will assume that the debt is valid. If you notify us in writing within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or judgment and mail the same to you. Upon your written request within this thirty (30) day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

14. The Demand Letter was Defendants' initial communication with Plaintiffs with respect to the debt alleged therein.

15. The Demand Letter was signed by Defendant Mouch.

16. *15 U.S.C. §1692g(a)* states:

Validation of debts

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide

the consumer with the name and address of the original creditor, if different from the current creditor.

(Emphasis added).

17. The Demand Letter states the amount of the debt is \$1,946.85. This amount is incorrect. The last bill Plaintiffs received from the creditor, Grow Financial, stated the amount of Plaintiffs' debt was \$2,001.23. (See Grow Financial Statement attached hereto as "Exhibit 2.") The amount of the debt Defendants sought to collect from Plaintiffs was the "Balance Subject to Interest Rate" as stated in Plaintiffs' last Grow Financial Statement. (See "Exhibit 2" page 3.) Should Plaintiffs have paid the amount of the debt listed in the Demand Letter, Plaintiffs would still be indebted to the creditor.

18. Defendants falsely and misleadingly failed to list the correct amount of the debt in their Demand Letter.

19. Any potential *bona fide* error defense which relies upon Defendants' mistaken interpretation of the legal duties imposed upon it by the *FDCPA* would fail as a matter of law.

CLASS ACTION ALLEGATIONS

20. This action is brought on behalf of a Class consisting of (i) all natural persons with addresses in the State of Florida (ii) to whom initial written communication letters were mailed, or caused to be mailed (iii) by the Defendants, (iv) that failed to state the correct amount of the debt (v) in connection with the collection of a debt incurred for personal, family, or household purposes (vi) that were not returned undeliverable by the U.S. Post Office (vii) during the one year period prior to the filing of the original Complaint in this action through the date of certification.

21. Plaintiffs allege on information and belief that Defendants' practice of mailing, or causing to be mailed, initial written communication letters that did not identify the correct amount

of the underlying debt in the initial written communication letters served upon the Class is so numerous that joinder of all members of the Class is impractical.

22. Plaintiffs allege on information and belief that Defendants' practice of mailing, or causing to be mailed, initial written communication letters that stated the incorrect amount of the debt in the initial written communication letters served upon the Class is so numerous that joinder of all members of the Class is impractical.

23. There are questions of law or fact common to the Class. The common issues predominate over any issues involving only individual Class members. The common legal and factual issue to each Class member is that each was mailed, or caused to be mailed, an initial written communication letter by Defendants that did not identify the correct amount of the debt.

24. Plaintiffs' claims are typical of those of the Class members. All are based on the same facts and legal theories.

25. Plaintiffs will fairly and adequately protect the interests of the Class. They have retained counsel experienced in handling actions involving unlawful practices under the *FDCPA* and Class actions. Neither Plaintiffs nor their counsel have any interests which might cause them not to vigorously pursue this action.

26. Certification of the Class under *Rule 23(b)(3)* of the *Federal Rules of Civil Procedure* is also appropriate in that:

(1) The questions of law or fact common to the members of the class predominate over any questions affecting an individual member.

(2) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

27. Plaintiffs request certification of a Class under *Rule 23(b)(3)* of the *Federal Rules of Civil Procedure* for monetary damages; their appointment as Class Representatives; and that their attorney, Leo W. Desmond, be appointed Class Counsel.

COUNT I CLASS CLAIM
VIOLATION OF 15 U.S.C. §1692g(a)

28. Plaintiffs re-allege and incorporate Paragraphs 1 through 19.

29. After an initial written communication with Plaintiffs and the Class, pursuant to 15 *U.S.C* §1692g(a), the Defendants must provide the Plaintiffs and the Class with:

Validation of debts

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(Emphasis added).

30. Defendants mailed, or caused to be mailed, the Demand Letter to Plaintiffs in an attempt to collect a consumer debt, namely to collect a past due balance on a credit card debt.

31. Pursuant to the *FDCPA*, the Demand Letter is an initial written communication between Defendants and Plaintiffs.

32. The Demand Letter indicated that the amount of the debt Defendants sought to collect on behalf of the creditor, Grow Financial, was \$1,946.85, when in actuality, the amount of Plaintiffs' debt to Grow Financial was \$2,001.23.

33. Defendants' Demand Letter does not identify the correct amount of the debt in violation of *15 U.S.C. §1692g(a)(1)*.

34. As a result of Defendants' conduct, Plaintiffs and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

35. As a result of Defendants' conduct, Plaintiffs and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

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

36. Plaintiffs re-allege and incorporate Paragraphs 1 through 19 and Paragraphs 29 through 33.

37. *15 U.S.C. §1692e (10)* states:

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:

xxxx

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

38. Defendants mailed, or caused to be mailed, a Demand Letter to Plaintiffs in an attempt to collect a consumer debt, namely to collect the balance owed on a credit card debt.

39. The Demand Letter was a written communication used in the collection of a debt between Defendants and Plaintiffs.

40. Defendants' Demand Letter is misleading and false, and therefore, in violation of *15 U.S.C. §1692e(10)*, as it does not state the correct amount of Plaintiffs' alleged debt.

41. Defendants' Demand Letter would be deceptive to the least sophisticated consumer with regard to his/her legal rights.

42. As a result of Defendants' conduct, Plaintiffs and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

43. As a result of Defendants' conduct, Plaintiffs and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

- a. An Order certifying the *FDCPA* matter as a Class Action and appointment of Plaintiffs as Class Representatives;
- b. An Order appointing Leo W. Desmond as Class Counsel;
- c. An award of statutory damages for Plaintiffs and the Class pursuant to *15 U.S.C. §1692k* for all Class claims;
- d. An award of attorney's fees, litigation expenses and costs of the instant suit;
and
- e. Such other and further relief as the Court deems proper.

Dated: April 3, 2018.

Respectfully submitted,

By: /s/ Leo W. Desmond
Leo W. Desmond, Esquire
Florida Bar Number 0041920
DESMOND LAW FIRM, P.C.
5070 Highway A1A, Suite D
Vero Beach, Florida 32963
Telephone: 772.231.9600
Facsimile: 772.231.0300
lwd@desmondlawfirm.com
Attorney for Plaintiffs

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

I. (a) PLAINTIFFS PETER KEYTE and ANNE KEYTE, DEFENDANTS KASS SHULER, P.A. and JEFFREY J. MOUCH

(b) County of Residence of First Listed Plaintiff St. Lucie County, Florida (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) Leo W. Desmond, Desmond Law Firm, P.C. 5070 Highway A1A, Suite D, Vero Beach, FL 32963 772-231-9600

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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)

Form with checkboxes for Basis of Jurisdiction (U.S. Government Plaintiff/Defendant, Federal Question, Diversity) and Citizenship of Principal Parties (Citizen of This State, Another State, Foreign Country).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large grid of checkboxes for Nature of Suit categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 15 USC 1692 et seq. Violation of the Fair Debt Collection Practices Act. LENGTH OF TRIAL via 3 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ 1,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE April 3, 2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Leo W. Desmond FL Bar 0041920

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.**

Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VIII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

Date and Attorney Signature. Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

PETER KEYTE and ANNE KEYTE, on behalf of themselves and all others similarly situated

Plaintiff(s)

v.

KASS SHULER, P.A. a Florida Corporation, and JEFFERY J. MOUCH, Individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

KASS SHULER, P.A. c/o MICHAEL KASS (Registered Agent) 1505 N FLORIDA AVE TAMPA, FLORIDA 33602

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Leo W. Desmond, Esq. Desmond Law Firm, P.C. 5070 Highway A1A Suite D Vero Beach, FL 32963

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

PETER KEYTE and ANNE KEYTE, on behalf of themselves and all others similarly situated

Plaintiff(s)

v.

KASS SHULER, P.A. a Florida Corporation, and JEFFERY J. MOUCH, Individually,

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

JEFFERY J. MOUCH
1505 N FLORIDA AVE
TAMPA, FLORIDA 33602

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Leo W. Desmond, Esq.
Desmond Law Firm, P.C.
5070 Highway A1A
Suite D
Vero Beach, FL 32963

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

David C. Bakalar
Peter Baker
Philip K. Clarke
Larry M. Foyle - Of Counsel
William J. Gardner
Melissa A. Giasi
Donna S. Glick
Yusuf Haldermata
Clay A. Hoffinger
Matthew M. Hoffinger
Michael Kass
Robert L. McDonald, Jr. - Of Counsel
Richard S. McIver

KASS | SHULER

LAW FIRM

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(813) 229-0900 x5240 | Fax (813) 229-3323
1505 N Florida Avenue | Tampa, Florida 33602-2613
Mailing Address: P.O. Box 800 | Tampa, Florida 33601-0800
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Elizabeth M. Ryan
Jennifer M. Scott
James M. Shuler
Neil C. Spector - Of Counsel
Ronald H. Trybus
Alicia R. Whiting-Bozich
George S. Zamora

December 7, 2017

Peter and Anne Keyte
469 Hemingway Ter
Fort Pierce FL 34982-7964

Re: Grow Financial Federal
Our file: [REDACTED] 2269

Dear Mr. and Ms. Keyte:

Our firm represents the above named creditor to which you are indebted in the amount of \$1,946.85. Unless you dispute this debt, or any portion thereof, within 30 days after you receive this letter, we will assume that the debt is valid. If you notify us in writing within thirty (30) days after your receipt of this letter that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or judgment and mail the same to you. Upon your written request within this thirty (30) day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

If you do not dispute this debt, our client has authorized us to extend to you the opportunity to settle the above matter at a discounted amount of **\$1,557.48**, due in a lump sum. This offer is good only for a period of forty-five (45) days after your receipt of this letter, and payment must be received by our office within that forty-five day time period.

Payment in the form of a check or money order should be made payable to the Kass Shuler Trust Account and mailed to the post office box above, referencing our file number. Assuming that you do not dispute the debt, if you have any questions or are unable to take advantage of this offer, please contact Ken Booth at 813-405-2738 so that we may discuss other payment options to assist you with resolving this matter.

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

Very truly yours,



Jeffrey J. Mouch
Extension 5240

KB/L102



Statement of Account:

PETER KEYTE



Page 1 of 2

Card Number: *****4665

Access your account online at growfinancial.org

November 16, 2017 - December 15, 2017

Account Summary	
Previous Balance	\$2,001.23
Payments	\$0.00
Other Credits	\$0.00
Purchases	\$0.00
Balance Transfers	\$0.00
Cash Advances	\$0.00
Past Due Amount	\$309.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$2,001.23
Credit Limit:	\$0.00
Available Credit:	\$0.00
Statement Closing Date:	12/15/17
Days In Billing Cycle:	30

Payment Information	
New Balance	\$2,001.23
Minimum Payment Due:	\$360.00
Payment Due Date:	01/10/18
<p>Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a \$25 late fee and your APRs may be increased up to the penalty APR of 18.00%.</p>	
<p>Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:</p>	

If you make no additional charges using this card and you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	6 years	\$2,001.00
\$56.00	3 years	\$2,016.00

If you would like information about credit counseling services, please call 1.877.316.6322

Account Services: 1.800.839.6328
 Report a Lost or Stolen Card: 1.800.839.6328

Send Written Inquiries To: Grow Financial Federal Credit Union
 P.O. Box 89818
 Tampa, FL 33689-0413

Mail Payments To: Grow Financial Federal Credit Union
 P.O. Box 10006
 Irmo, SC 29063-5006

Important News

Stuff stockings with Grow Gift Cards! Accepted everywhere you shop, perfect for everyone on your list and available at every Grow store. Gift yours today!

Detach and return with payment using the enclosed envelope. Please allow 5 days for mail delivery.



Card Number
 *****4665

Closing Date	New Balance	Minimum Payment Due	Payment Due Date	Amount of Payment Enclosed
12/15/17	\$2,001.23	\$360.00	01/10/18	

1 - 2794

Please make your check payable to:

PETER KEYTE

Grow Financial Federal Credit Union
 P.O. Box 10006
 Irmo, SC 29063-5006
 TTDAFTAFAAFFATTAFDDATAFFFOATFDFEFTDFTTAFDARTAFDAAFFFAADDAFTAT

GROW 0074440000000000 0002064112 60 01102018 00005100 00030900 0

IMPORTANT INFORMATION

Finance Charge Calculation Method and Computation of Average Daily Balance Subject to Finance Charge. The Finance Charge Calculation Method applicable to your account for Cash Advances and Credit Purchases of goods and services that you obtain through the use of your card is specified on the last page of this statement and explained below:

Method A - Average Daily Balance (including current transactions). The Finance Charge on purchases begins from the date the transaction is posted to your account, and the Finance Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of your account. To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Method G - Average Daily Balance (including current transactions). To avoid incurring an additional Finance Charge on the balance of purchases (and cash advances, if Method G is specified as applicable to cash advances) reflected on your monthly statement and, on any new purchases (and if applicable, cash advances) appearing on your next monthly statement, you must pay the New Balance, shown on your monthly statement, on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date.

The Finance Charges for a billing cycle are computed by applying the Periodic Rate to the "average daily balance" of purchases (and if applicable, cash advances). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Payment Crediting and Credit Balance. Payments received at the location specified on the front of the statement after the phrase "Please make your check payable to" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing, a full refund. Submit your request to Grow Financial Federal Credit Union, Attn: Financial Card Services, P.O. BOX 88818, Tampa, FL 33689-0413.

By sending your check, you are authorizing the use of the information on your check to make a one-time electronic debit from the account on which the check is drawn. This electronic debit, which may be posted to your account as early as the date your check is received, will be only for the amount of your check. The original check will be destroyed and we will retain the image in our records. If you have questions please call Financial Card Services at (800) 839-6328 ext 2695.

Closing Date. The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Negative Credit Reports. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

BILLING RIGHTS SUMMARY

In Case of Errors or Inquiries About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper to: Grow Financial Federal Credit Union, Attn: Financial Card Services, P.O. BOX 88818, Tampa, FL 33689-0413 as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule For Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

Card Number: *****4665

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Interest Charged	
Interest Charge on Purchases	\$0.00
Interest Charge on Cash Advances	\$0.00
TOTAL INTEREST FOR THIS PERIOD	\$0.00
2017 Totals Year-to-Date	
Total Fees Charged in 2017	\$175.00
Total Interest Charged in 2017	\$174.16

Interest Charge Calculation							
Type of Balance	FCM*	Previous Balance	Balance Subject To Interest Rate	Periodic Rate**	Interest Charge	Annual Percentage Rate (APR)	Ending Balance
Purchases		\$2,001.23					\$2,001.23
Purchase	G		\$1,946.85	0.00000%	\$0.00		
Cash		\$0.00					\$0.00
Cash	A		\$0.00	0.00000%	\$0.00	0.00000%	
Total		\$2,001.23	\$1,946.85		\$0.00		\$2,001.23
Your Annual Percentage Rate (APR) is the annual interest rate on your account Days In Billing Cycle: 30 *See reverse of page one for explanation of Finance Charge Method (FCM) ** Periodic rates may vary							

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Consumers Sue Kass Shuler, Attorney for Allegedly Understating Amount of Debt](#)
