

**IN THE CIRCUIT COURT OF THE
SECOND JUDICIAL CIRCUIT, IN AND
FOR LEON COUNTY, FLORIDA**

**RICHARD WALLS, individually,
DESIREE Del ROMANO, individually,
MIKE LATNER, individually,
TAMARA WEIMER, individually,
JAQUEZ MCCOY, individually,
MICHAEL FREAS, individually,
STEPHANIE BERGEN, individually,
HEATHER SHOWALTER, individually
SOPHIA LANOUILLE, individually,
SCOTT KING, individually,
AMY MOORE-RAMIREZ, individually,
SANDRA CARBONE, individually,
SHIRLEY DODD, individually,
STEPHANIE KLINE, individually,
RAYMOND COPPLER, individually,
DEREK BAILEY, individually, and
on behalf of all others similarly situated,**

Plaintiffs,

v.

**FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY, and DELOITTE
CONSULTING (HOLDING SUB), LLC,**

Defendants.

**PLAINTIFFS' EMERGENCY MOTION FOR PRELIMINARY INJUNCTION AGAINST
THE DEPARTMENT OF ECONOMIC OPPORTUNITY**

Plaintiffs, RICHARD WALLS, et al, individually and on behalf of all others similarly situated, file this Emergency Motion for Preliminary Injunction against the Department of Economic Opportunity and state:

1. Plaintiffs, individually, and for all others similarly situated, have applied for

unemployment assistance and/or federal assistance in Florida through the Defendant DEO's website created so that persons like Plaintiffs and others similarly situated could apply for unemployment benefits.

2. Defendant DEO is the state agency responsible for creating and maintaining a system for the payment of unemployment benefits in Florida.

3. Defendant Deloitte is a corporation that was conducting business in Florida and entered into a contract with the State of Florida to prepare a website and system through which the unemployed could seek both state and federal unemployment compensation benefits.

BACKGROUND AND PLAINTIFFS' STORY

4. As a result of the COVID-19 pandemic, millions of Floridians and others working in Florida became unemployed. All Plaintiffs named herein and others similarly situated lost their jobs, were temporarily furloughed and/or became underemployed as a result of COVID-19.

5. Thereafter, all Plaintiff named herein and others similarly situated attempted to access the DEO website required by law to be maintained by Defendant DEO so that they could obtain RA benefits if eligible. All of the Plaintiffs and others similarly situated were eligible for RA benefits or benefits under the Pandemic Unemployment Assistance (PUA) program/law for independent contractors and others who were not qualified for RA benefits under State law. In order to qualify for PUA benefits, however, applicants are required to submit applications through the RA system maintained by the State of Florida.

6. Plaintiffs named herein and others similarly situated have been thwarted in their efforts to access the system, have been improperly deemed ineligible, have been placed into a "pending" status with no payments for months or some other action has been taken to deprive

them of even applying for benefits. Others have been deleted after applying for benefits and have not been paid.

7. Others, numbering again in the hundreds of thousands, have not received the required notice from DEO advising of their right to PUA benefits. Still others have received denial notices, many with nothing giving notice as to the reason for the denial, thus denying them the opportunity to appeal. And others who received denial notices with a reason for the denial have not been able to appeal the denials because of a system that does not work.

8. This is a matter of great public importance in that by last count, around 400,000 persons who are eligible for benefits have been unable to access the system to get paid or have been able to access the system with the improper decline of benefits with no adequate post deprivation remedy under Chapter 443 or at law. Many, numbering around 40,000, have received letters from DEO advising that their benefits have been declined but no reason for the decline has been given. Without a reason, appeals are impossible. Even applicants who have been successful in applying and were declined have no adequate remedy because appealing the denial is through the same system that is fatally flawed and denied benefits to them in the first place.

9. There are a myriad of reasons that Plaintiffs and others similarly situated have not received their benefits through a system DEO was required to maintain for the benefit of the unemployed in this State and Plaintiffs are representative of all of those eligible applicants who have not been able to access the system nor been paid benefits to which they are entitled.

10. Plaintiffs, and all others similarly situated numbering in the thousands, were

unable to obtain access to the RA/PUA unemployment system to apply for benefits and even after gaining said access, were diverted to another site or have been unable to obtain RA and PUA benefits rightfully due to them.

11. DEO has utterly failed to make a prompt determination much less provide a workable system for which RA and PUA benefits can be sought much less paid. Because the entire prospective class and the Plaintiffs are all unemployed and should be able to access the system for a determination as to whether they are entitled to benefits, there is a likelihood of success on the merits for the Court to enter an injunction requiring that the RA system be immediately fixed to require processing and payment. Delaying in payment is not the answer and suing after the denial fails to provide the emergency relief the unemployed in Florida need now.

12. Entering a preliminary injunction requiring that DEO immediate fix the system, within 48 hours, giving Plaintiffs and others similarly situated access to the RA system to apply for benefits, approving citizens who are unemployed for benefits and paying them RA and PUA benefits. Plaintiffs and others similarly situated are entitled to apply for benefits, be deemed qualified for benefits, and to receive benefits under Chapter 443, none of which have occurred and which Plaintiffs seek in this action.

13. In addition, the named class members and all others similarly situated numbering in the hundreds of thousands, by the failure to provide RA/unemployment compensation benefits, are starving. They cannot pay for their medications. They cannot buy food. They cannot obtain necessities to exist during the pandemic due to the loss of their jobs. Emergency relief is necessary under these circumstances.

14. To obtain a preliminary injunction, Plaintiffs must prove: (1) a substantial

likelihood of success on the merits, (2) a lack of an adequate remedy at law, (3) the likelihood of irreparable harm absent the entry of an injunction, and (4) that injunctive relief will serve the public interest. Plaintiffs have stated a cause of action for all of these elements.

I. SUBSTANTIAL LIKELIHOOD OF SUCCESS ON THE MERITS

15. Plaintiffs have a substantial likelihood of success on the merits on all of their claims in this case. They have claimed in this case, the following:

COUNT I

Plaintiffs have alleged that the Defendants were negligent. The elements of a cause of action in negligence are: (1) a legal duty owed by defendant to plaintiff, (2) breach of that duty by defendant, (3) injury to plaintiff legally caused by defendant's breach, and (4) damages as a result of that injury. Plaintiffs have pled that a legal duty was owed by the Defendants to the Plaintiffs.

A. There is a Legal Duty Owed by the Defendants to Plaintiffs.

1. *Duty Owed by DEO:*

Governor Ron DeSantis entered an Executive Order on March 1, 2020 noting the closure of business at the direction of the state and federal government and the increased significant demand on the DEO infrastructure from the volume of applications for unemployment compensation/Reemployment Assistance (RA) benefits, and through that Executive Order, ordered personnel support, training, directed the DEO to, through any and all means, establish a secure system to collect and process unemployment applications, and to procure the necessary software and infrastructure on an emergency basis.

Section 443.031, contains the legislative intent and states that the RA laws be liberally construed:

Rule of liberal construction.—This chapter shall be liberally construed to accomplish its purpose to promote employment security by increasing opportunities for reemployment and to provide, through the accumulation of reserves, for the payment of compensation to individuals with respect to their unemployment. The Legislature hereby declares its intention to provide for carrying out the purposes of this chapter in cooperation with the appropriate agencies of other states and of the Federal Government as part of a nationwide employment security program, and particularly to provide for meeting the requirements of Title III, the requirements of the Federal Unemployment Tax Act, and the Wagner-Peyser Act of June 6, 1933, entitled “An Act to provide for the establishment of a national employment system and for cooperation with the states in the promotion of such system, and for other purposes,” each as amended, in order to secure for this state and its citizens the grants and privileges available under such acts. All doubts as to the proper construction of any provision of this chapter shall be resolved in favor of conformity with such requirements.

Under §443.091,

“An unemployed individual is eligible to receive benefits for any week only if the Department of Economic Opportunity finds that:

(a) She or he has made a claim for benefits for that week in accordance with the rules adopted by the department. . .”

Under §443.151(3)(b), DEO is required to PROMPTLY provide an initial monetary determination to the claimant as shown below. There is also a statutory deadline of twenty days for the DEO to determine eligibility for benefits and to process claims and a mandatory, non-discretionary duty to promptly provide a monetary determination to claimants.

(3) Determination of eligibility. —

(a) *Notices of claim.*--The Department of Economic Opportunity shall promptly provide a notice of claim to the claimant's most recent employing unit and all employers whose employment records are liable for benefits under the monetary determination. The employer must respond to the notice of claim within 20 days after the mailing date of the notice, or in lieu of mailing, within 20 days after the delivery of the notice. If a contributing employer or its agent fails to timely or adequately respond to the notice of claim or request for information, the employer's account may not be relieved of benefit charges as provided in s. 443.131(3)(a), notwithstanding paragraph (5)(b). The department may adopt rules as necessary to implement the processes described in this paragraph relating to notices of claim.

(b) *Monetary determinations.*--In addition to the notice of claim, ***the department shall also promptly provide an initial monetary determination to the claimant*** and each base period employer whose account is subject to being charged for its respective share of benefits on the claim. The monetary determination must

include a statement of whether and in what amount the claimant is entitled to benefits, and, in the event of a denial, must state the reasons for the denial. A monetary determination for the first week of a benefit year must also include a statement of whether the claimant was paid the wages required under s. 443.091(1)(g) and, if so, the first day of the benefit year, the claimant's weekly benefit amount, and the maximum total amount of benefits payable to the claimant for a benefit year. The monetary determination is final unless within 20 days after the mailing of the notices to the parties' last known addresses, or in lieu of mailing, within 20 days after the delivery of the notices, an appeal or written request for reconsideration is filed by the claimant or other party entitled to notice. The department may adopt rules as necessary to implement the processes described in this paragraph relating to notices of monetary determinations and the appeals or reconsideration requests filed in response to such notices. [Emphasis added]

§ 443.151, Fla. Stat.

In addition, in the administration of the Reemployment Assistance Program statutes, the Department of Economic Opportunity and its tax collection service provider must cooperate with the United States Department of Labor to the fullest extent consistent with the Law and must take those actions, through the adoption of appropriate rules, administrative methods, and standards, necessary to secure for Florida all advantages available under the provisions of federal law relating to reemployment assistance. §443.171(9)(a), Fla. Stat.

Further, under §20.60, the Department of Economic Opportunity was created and establishes the following powers and duties:

- (1) There is created the Department of Economic Opportunity.
- (2) The head of the department is the executive director, who shall be appointed by the Governor, subject to confirmation by the Senate. The executive director shall serve at the pleasure of and report to the Governor.
- (3) The following divisions of the Department of Economic Opportunity are established:
 - (a) The Division of Strategic Business Development.
 - (b) The Division of Community Development.
 - (c) The Division of Workforce Services.
 - (d) The Division of Finance and Administration.
 - (e) The Division of Information Technology.

(4) The purpose of the department is to assist the Governor in working with the Legislature, state agencies, business leaders, and economic development professionals to formulate and implement coherent and consistent policies and strategies designed to promote economic opportunities for all Floridians. To accomplish such purposes, the department shall:

...

(d) Ensure that the state's goals and policies relating to economic development, workforce development, community planning and development, and affordable housing are fully integrated with appropriate implementation strategies.

...

(5) The divisions within the department have specific responsibilities to achieve the duties, responsibilities, and goals of the department. Specifically:

...

(c) The Division of Workforce Services shall:

...

2. Ensure that the state appropriately administers federal and state workforce funding by administering plans and policies of CareerSource Florida, Inc., under contract with CareerSource Florida, Inc. The operating budget and midyear amendments thereto must be part of such contract.

a. All program and fiscal instructions to local workforce development boards shall emanate from the Department of Economic Opportunity pursuant to plans and policies of CareerSource Florida, Inc., which shall be responsible for all policy directions to the local workforce development boards.

b. Unless otherwise provided by agreement with CareerSource Florida, Inc., administrative and personnel policies of the Department of Economic Opportunity apply

3. Implement the state's reemployment assistance program. The Department of Economic Opportunity shall ensure that the state appropriately administers the reemployment assistance program pursuant to state and federal law.

...

(6)(a) The Department of Economic Opportunity is the administrative agency designated for receipt of federal workforce development grants and other federal funds. The department shall administer the duties and responsibilities assigned by the Governor under each federal grant assigned to the department. The department shall expend each revenue source as provided by federal and state law and as provided in plans developed by and agreements with CareerSource Florida, Inc. The department may serve as the contract administrator for contracts entered into by CareerSource Florida, Inc., pursuant to s. 445.004(5), as directed by CareerSource Florida, Inc.

(b) The Department of Economic Opportunity shall serve as the designated agency for purposes of each federal workforce development grant assigned to it for

administration. The department shall carry out the duties assigned to it by the Governor, under the terms and conditions of each grant. The department shall have the level of authority and autonomy necessary to be the designated recipient of each federal grant assigned to it and shall disburse such grants pursuant to the plans and policies of CareerSource Florida, Inc. The executive director may, upon delegation from the Governor and pursuant to agreement with CareerSource Florida, Inc., sign contracts, grants, and other instruments as necessary to execute functions assigned to the department. Notwithstanding other provisions of law, the department shall administer other programs funded by federal or state appropriations, as determined by the Legislature in the General Appropriations Act or other law.

(7) The department may provide or contract for training for employees of administrative entities and case managers of any contracted providers to ensure they have the necessary competencies and skills to provide adequate administrative oversight and delivery of the full array of client services.

(8) The Reemployment Assistance Appeals Commission, authorized by s. 443.012, is not subject to control, supervision, or direction by the department in the performance of its powers and duties but shall receive any and all support and assistance from the department which is required for the performance of its duties.

...

(13) The department shall administer the role of state government under part I of chapter 421, relating to public housing; chapter 422, relating to housing cooperation law; and chapter 423, tax exemption of housing authorities. The department is the agency of state government responsible for the state's role in housing and urban development.

§ 20.60, Fla. Stat. Ann.

The Administrative Rules governing Emergency Unemployment Compensation also establish a duty in the case of a declared disaster or emergency when the RA system is unavailable as here, for RA claims to be filed by contacting a DEO toll free number. See 73B-11.013, FAC.

In summary, Defendant DEO had the statutory obligation under §443.1113, Florida Statutes, and under Chapter 443, as a whole, to allow citizens in this state to process claims for unemployment compensation and then pay these benefits to persons who qualify for said benefits. The purpose of the unemployment compensation system is to pay compensation to individuals for their unemployment. [See §443.031, Florida Statutes]. The purpose of the contract between the Defendants likewise to construct a system through which applicants for unemployment compensation could apply for benefits.

The negligence claim is based on the failure to repair the RA/Connect system that has been broken and unusable for years leading up to the pandemic. Prior to March 2020, no fewer than three audits from the State of Florida have been performed on this system advising that it is broken and, upon information and belief, that it would not withstand an emergency like a pandemic. That has proven to be true.

2. *Duty Owed by Deloitte:*

Defendant DEO and/or other entities associated with the State of Florida entered into a contract with Defendant Deloitte Consulting, LLP to design and create a system in Florida to implement the mandate and requirements of Chapter 443, Florida Statutes to provide a workable system for providing unemployment compensation/reemployment assistance to individuals in the state of Florida who were unemployed. The citizens of the state of Florida have paid over 77.7 million dollars for this system, known as CONNECT.

B. There is a Breach of Duty by the Defendants

Plaintiffs have pled and shown that the RA system is broken and they and others similarly situated are not able to access the RA system for even a preliminary determination of eligibility. For others, they have been deemed eligible but have still not been paid. Under §443.151(3)(b), Defendant DEO “shall also promptly provide an initial monetary determination to the claimant and each base period employer whose account is subject to being charged for its respective share of benefits on the claim. The monetary determination must include a statement of whether and in what amount the claimant is entitled to benefits, and, in the event of a denial, must state the reasons for the denial.”

DEO has utterly failed to make a prompt determination much less provide a workable system for which RA and Pandemic Unemployment Assistance (PUA) benefits can be sought

much less paid. Because the entire prospective class and the Plaintiffs are all unemployed and should be able to access the system for a determination as to whether they are entitled to benefits, there is a likelihood of success on the merits for the Court to enter an injunction requiring that the RA system be immediately fixed to require processing and payment. DEO failure to repair the RA/Connect system that has been broken and unusable for years leading up to the pandemic. Prior to March 2020, no fewer than three audits from the State of Florida have been performed on this system advising that it is broken and would not withstand an emergency like a pandemic.

C. Plaintiffs have been Caused Injury Legally Caused by the Defendant's Breach

There cannot be anyone on this planet who could legitimately argue that Plaintiffs have not been injured. There are almost 500,000 more persons who are due benefits who have not been paid. Hundreds of thousands of unemployed citizens are going without food, diapers, and basic necessities. They are losing their homes, children to another spouse with money, standing in food lines and begging for the government to help them. Their injuries have been legally caused by the Defendant's breach of its duty to have a RA system that works, rather than delaying and rejecting legitimate claims.

D. Plaintiffs have been Damaged as a Result of the Injury

Plaintiffs have no income through no fault of their own. Many are without food or housing. The Plaintiffs all have one thing in common- the have all suffered damage because of nonpayment of the unemployment compensation money.

Plaintiffs thus have a likelihood of success on the merits on this claim.

COUNT II

Plaintiffs have pled an action for breach of a third-party beneficiary contract against both Defendants. For that claim, they have to allege and prove, as the third party, the following four

elements: (1) existence of a contract; (2) the clear or manifest intent of the contracting parties that the contract primarily and directly benefit the third party; (3) breach of the contract by a contracting party; and (4) damages to the third party resulting from the breach. alleged that they are third party.

The was a contract between DEO and Deloitte for a system through which the unemployed could obtain benefits. That contract was for the benefit of people in Florida who became unemployed. The manifest intent of the parties was for the unemployed in Florida to be able to have access to a system through which their eligibility for RA benefits could be ascertained. There was a breach of the contract by both Defendants in that the system was and is a failure and does not work. And as discussed above, the Plaintiffs have been damaged.

Plaintiffs thus have a likelihood of success on the merits on this claim.

COUNT III

Plaintiffs have pled an action for breach of fiduciary duty against DEO. The basic elements of a cause of action for breach of fiduciary duty are: (1) existence of a fiduciary duty; (2) breach of that duty; and (3) damages flowing from the breach.

Under §443.191, Florida Statutes, the State of Florida has created an Unemployment Compensation Trust Fund through which funds collected under Chapter 443, are collected and deposited to pay unemployment compensation benefits. This Trust Fund is the sole and exclusive source for paying reemployment assistance benefits, and these benefits are due and payable only to the extent that contributions or reimbursements, with increments thereon, actually collected and credited to the fund and not otherwise appropriated or allocated, are available for payment. Defendant DEO and the State are responsible for administering that fund

without any liability on the part of the state beyond the amount of moneys received from the United States Department of Labor or other federal agency.

In the instant case, DEO owed to Florida citizens, taxpayers, and those unemployed at no fault of their own (and the Plaintiffs fit all of those qualifiers), an at least marginally functional product that would yield prompt payment of claims and to pay claims from the Trust Fund, which DEO failed to do. Defendant DEO has a fiduciary duty to maintain that Trust Fund for the benefit of the citizens in the State of Florida. DEO breached its fiduciary duty to the hundreds of thousands of Floridians who now await their life-sustaining funds and encounter roadblock after roadblock to payment. The damages flowing from Defendants' breach multiply daily as people lose homes, cars, savings, and dignity. Families are irreparably harmed and ripped apart as financial stress increases pressure already brought to bear during this unprecedented time in American history. The CONNECT system has done the exact opposite of what it was supposed to do. Instead of allowing people to connect payments from the Trust Fund, it has disconnected them from financial life support. Plaintiffs thus have a likelihood of success on the merits on this claim.

COUNTS IV AND V

Plaintiffs have alleged negligence and strict liability in a products liability claims against Deloitte. To assert a claim for a defective product, whether the claim is for negligence or strict liability, a plaintiff must show: (1) that a defect was present in the product; (2) that it caused the injuries complained of; and (3) that it existed at the time Deloitte possessed the product.

In the instant case, Plaintiffs can easily demonstrate that there was a defect present in the product. The Auditor General of Florida found deficiencies in three successive audits. Defects have continued to plague the system. Next, Plaintiffs need only share their individual

experiences with attempting to use the product to show they have been grievously injured. Finally, Plaintiffs have pled and will be able to prove that Deloitte knowingly supplied Florida with a demonstrably defective and destructive product.

Plaintiffs thus have a likelihood of success on the merits on these claims.

II. THERE IS NO ADEQUATE REMEDY AT LAW

16. Plaintiffs also have no adequate remedy at law as there is none. Delaying in payment is not the answer and suing after the denials fails to provide the emergency relief the unemployed in Florida need now.

III. THERE IS A LIKELIHOOD OF IRREPARABLE HARM ABSENT THE ENTRY OF AN INJUNCTION

17. The likelihood of irreparable harm absent the entry of an injunction cannot be understated. Plaintiffs and others similarly situated have no money to pay for housing, for food, for medications and the like. Money after the fact cannot compensate them for not even having the basic necessities to live.

IV. ENTRY OF AN INJUNCTION WILL SERVE THE PUBLIC INTEREST

18. It goes without saying that entering a preliminary injunction will serve the public interest. There are estimated to be around 400,000 unemployed in Florida who are adversely affected by a system that is broken and will not allow them to apply must less obtain needed benefits.

19. Entering a preliminary injunction requiring that DEO immediate fix the system, within 48 hours, giving Plaintiffs and others similarly situated access to the RA and PUA system to apply for benefits, approving citizens who are unemployed for benefits and paying them RA/unemployment compensation benefits. Plaintiffs and others similarly situated are entitled to

apply for benefits, be deemed qualified for benefits, and to receive benefits under Chapter 443, none of which have occurred and which Plaintiffs seek in this action.

20. In addition, the named class members and all others similarly situated numbering in the hundreds of thousands, by the failure to provide RA/unemployment compensation benefits, are starving. They cannot pay for their medications. They cannot buy food. They cannot obtain necessities to exist during the pandemic due to the loss of their jobs. Emergency relief is necessary under these circumstances.

21. Pursuant to Rule 1.610, a Preliminary Injunction is warranted.

22. Furthermore, Rule 1.610(b) regarding injunctions provides when any injunction is issued on the pleading of a state or any officer, agency, or political subdivision thereof, the Court may require or dispense with a bond, with or without surety, and conditioned in the same manner, having due regard for the public interest.

23. Plaintiffs request that this Court dispense with the bond or surety as the public will not be harmed if this Court grants their Motion. In fact, the people of the State of Florida are bringing this action and the public interest would not be served by requiring a bond or surety. The Court, by granting this relief, is ensuring the rights of the people of the State of Florida to access a system that was designed for their benefit as the laws of this state require.

24. Plaintiffs have retained the undersigned to represent their interests in this cause and are obligated to pay a fee for these services. Defendants should be made to pay said fee under the laws referenced above.

CLASS ACTION ALLEGATIONS:

25. Plaintiffs reallege and incorporate herein by reference the foregoing paragraphs 1 through 24.

26. Plaintiffs seek class certification under subsection (b)(2) or, alternatively, (b)(3) of Rule 1.220 against the Defendant.

27. Commonality: Questions of law and fact are common to all members of the class. Specifically, the Plaintiffs' claims arise from the same events or practices or course of conduct by the Defendants which gives rise to the claims of the putative class, and their claims are based upon the same legal theories as those of the putative class. The overarching common issue is whether the Defendants breached their duty of reasonable care to the Plaintiffs and the class and whether Defendants should pay benefits due to Plaintiffs and other class members immediately under Chapter 443, Florida Statutes. The common questions of law and fact at issue include, among others:

a. Payment of unemployment compensation benefits to citizens of the State of Florida;

b. Defendants' failure to maintain adequate unemployment compensation system to pay valid claims for compensation to unemployed citizens in Florida, in fact, some of the neediest citizens due to the COVID-19 pandemic, which has violated Chapter 443;

c. The answers to these common questions of law and fact are subject to common legal theories and generalized proof.

28. Typicality: Plaintiffs' claims are typical of the claims of the class inasmuch as they arise from the same course of conduct as the claims of the putative class; that is, the Defendants' failure to pay unemployment compensation benefits to unemployed citizens in the state of Florida.

29. Numerosity and Class Definition: it is estimated there are hundreds of thousands of individuals in the putative class. Therefore, the putative class is so numerous that separate

joinder of each member is impracticable. The proposed class consists of: all persons in the State of Florida who have been denied unemployment compensation benefits and/or who have had these benefits delayed.

30. Adequacy of Representation: Plaintiffs will fairly and adequately protect and represent the interests of each member of the class in that they have interests in common with the class, have no conflicts with the class, understand their responsibilities as class representatives, and have retained counsel experienced in the prosecution of complex class action litigation. The Plaintiffs are members of the class they seek to represent.

31. The Defendants have acted on grounds generally applicable to all the members of the class, to wit: they have acted to deny and/or failed to ensure the processing of applications for RA and PUA benefits and the payment of unemployment compensation benefits to multiples of thousands of citizens in the State of Florida. Accordingly, this action is maintainable under subsection (b)(2) of Rule 1.220.

32. Alternatively, Defendants' failure to provide a system pay unemployment compensation benefits as required under Chapter 443, Florida Statutes, raises questions of law and fact common to the Plaintiffs and the class. These questions stated above, predominate over questions affecting only individual members, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy. Accordingly, this action is also maintainable under subsection (b)(3) of Rule 1.220.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Defendant DEO for the following:

- (a) Grant Petitioner's Emergency Motion for Preliminary Injunctive relief thereby enjoining Defendant DEO from continuing to operate CONNECT in a manner that denies RA and PUA access to the system and benefits and awarding emergency relief to Plaintiffs;
- (b) Grant such other relief as this Honorable Court shall deem necessary or appropriate including attorneys fees and costs.

Respectfully submitted,

/s/ Gautier Kitchen
Gautier Kitchen [FBN 0689793]
KITCHEN LAW FIRM
103 North Meridian Street
Tallahassee, FL 32301
Telephone: (850) 345-7468

/s/ Marie A. Mattox
Marie A. Mattox [FBN 0739685]
Julie Meadows Keefe [FBN 0984132]
MARIE A. MATTOX, P.A.
203 North Gadsden Street
Tallahassee, FL 32301
Telephone: (850) 383-4800
Facsimile: (850) 383-4801

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via Florida E-Filing Portal to all counsel of record this 8th day of May, 2020.

s/ Marie A. Mattox
Marie A. Mattox