

**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.

AMENDED COMPLAINT

Plaintiffs, RICHARD WALLS, individually, DESIREE Del ROMANO, individually and
MIKE LATNER, 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, file this Amended Complaint against the FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, and DELOITTE CONSULTING (HOLDING SUB), LLC, and state:

NATURE OF THE ACTION

1. This is an action brought under the common law of the State of Florida.
2. This action involves claims which are, individually, in excess of Thirty Thousand Dollars (\$30,000.00), exclusive of costs and interest.

THE PARTIES

3. At all times pertinent hereto, Plaintiff, RICHARD WALLS, has been a resident of the State of Florida, residing in Leon County, Florida, and is *sui juris*.
4. At all times pertinent hereto, Plaintiff, DESIREE Del ROMANO, has been a resident of the State of Florida residing in Bay County, Florida, and is *sui juris*.
5. At all times pertinent hereto, Plaintiff, MARK LATNER, has been a resident of the State of Florida, residing in Citrus County, Florida, and is *sui juris*.
6. At all times pertinent hereto, Plaintiff, TAMARA WEIMER has been a resident of the State of Florida, residing in Manatee County, Florida and is *sui juris*.
7. At all times pertinent hereto, Plaintiff, JACQUEZ MCCOY has been a resident of the State of Florida, residing in Leon County, Florida and is *sui juris*.
8. At all times pertinent hereto, Plaintiff, MICHAEL FREAS has been a resident of the State of Florida, residing in, Monroe County, Florida and is *sui juris*
9. At all times pertinent hereto, Plaintiff STEPHANIE BERGEN has been a resident of the State of Florida, residing in Charlotte County, Florida and is *sui juris*.

10. At all times pertinent hereto, Plaintiff, HEATHER SHOWALTER, has been a resident of the State of Florida, residing in, Pinellas County, Florida and is *sui juris*.

11. At all times pertinent hereto, Plaintiff, SOPHIA LANOUILLE, has been a resident of the State of Florida, residing in, Broward County, Florida and is *sui juris*.

12. At all times pertinent hereto, Plaintiff, SCOTT KING, has been a resident of the State of Florida, residing in, Pinellas County, Florida and is *sui juris*.

13. At all times pertinent hereto, Plaintiff, AMY MOORE-RAMIREZ, has been a resident of the State of Florida, residing in, Escambia County, Florida and is *sui juris*.

14. At all times pertinent hereto, Plaintiff, SANDRA CARBONE, has been a resident of the State of Florida, residing in, Dade County, Florida and is *sui juris*.

15. At all times pertinent hereto, Plaintiff, SHIRLEY DODD, has been a resident of the State of Florida, residing in, Pinellas County, Florida and is *sui juris*.

16. At all times pertinent hereto, Plaintiff, STEPHANIE KLINE, has been a resident of the State of Florida, residing in, Pinellas County, Florida and is *sui juris*.

17. At all times pertinent hereto, Plaintiff, RAYMOND COPPLER, has been a resident of the State of Florida, residing in, Polk County, Florida and is *sui juris*.

18. At all times pertinent hereto, Plaintiff, DEREK BAILEY, has been a resident of the State of Florida, residing in, Pinellas County, Florida and is *sui juris*.

19. At all times pertinent hereto, Defendant, DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), is a state agency with statewide jurisdiction, including Leon County, Florida. Defendant DEO is responsible for preparing and maintaining a system for the distribution of unemployment compensation benefits to residents/citizens of the State of Florida

and to ensure that the system is accessible to citizens in the state of Florida, like Plaintiffs. DEO is *sui juris*.

20. At all times pertinent hereto, DELOITTE CONSULTING (HOLDING SUB), LLC, has conducted business in the State of Florida and entered into a contract with the State of Florida to provide a workable system for providing unemployment compensation/reemployment assistance to individuals in the state of Florida who were unemployed.

CONDITIONS PRECEDENT

21. All conditions precedent to this action have been satisfied if any.

FACTS

22. 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. Upon information and belief, the citizens of the state of Florida have paid over 77.7 million dollars for this system, known as CONNECT.

23. 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 and then pay unemployment compensation benefits to residents/citizens of the State of Florida 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.

24. DEO has the statutory obligation under both Chapters 20 and 443 to administer Florida's Reemployment Assistance (RA)/unemployment program which provides temporary, partial wage replacement benefits to qualified individuals who are out of work through no fault of their own. The program's primary goals are to connect claimants to reemployment services, pay RA benefits to qualified workers in an accurate and timely fashion, provide an efficient first-level appeals process to claimants and employers, and promptly register employers liable for the payment of RA taxes or the reimbursement of claims.

25. 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.

26. 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.

27. Pursuant to state law, i.e., §443.1113, Florida, Statutes, based on a system designed by Defendant Deloitte, then Governor Rick Scott and DEO launched the Reemployment Assistance Claims and Benefits Information System (RA System) on October 15, 2013. The RA System is a fully integrated Web-based claims management system that includes the following RA Program functions: initial and continued claims, wage determination, adjudication, appeals, benefit payment control, and program integrity. 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.

28. 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.

29. 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. . .”

30. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. The negligence claim is based on the State of Florida contracting with Deloitte to begin with and Deloitte preparing and selling to the State of Florida a flawed system from the beginning that resulted in harm to the Plaintiffs in this action. It is based on DEO's 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.

35. With the onset of the Coronavirus/COVID-19, hundreds of thousands of workers in the State of Florida became displaced/unemployed with the massive closures of businesses statewide. These workers began using the RA system to obtain unemployment compensation benefits but the system is a colossal failure. Persons like Plaintiffs named herein have not been able to obtain benefits that they should have been able to obtain due to the gross negligence and/or negligence of Defendants. The system design and/or implementation is a failure.

36. Moreover, Plaintiffs and others similarly situated are entitled to money through Pandemic Unemployment Assistance (PUA), a federal program in which applicants are required to submit applications for benefits through the RA/CONNECT system discussed above. The State of Florida is also required to notify persons who may qualify for these benefits about the existence thereof, which DEO has utterly failed to do. Even current Governor Ron DeSantis acknowledged that the system appeared to be designed to fail and incapable of handling an influx of calls caused by even a mild recession.

37. Most importantly, the system was designed by one or both Defendants to fail from its inception. The RA system could never handle a large influx of claims for unemployment compensation. Even prior to the COVID-19 pandemic, there were serious flaws with the

processing of unemployment compensation claims which flaws and failures were known to DEO, former Governor Scott and Deloitte. At times, over the years, DEO employees have even mocked unemployed Floridians and suggested they were lazy, which prompted the need for unemployment benefits. Nothing could be further from the truth.

38. Over the years from the inception of this RA system in 2013, there have been no fewer than three audits within the State of the RA system through with Defendant DEO and former Governor Scott were warned that the system was flawed. Governor Scott knew that this system was flawed as did DEO and Deloitte but allowed it to exist without repair. Knowing of these flaws but failing to fix them resulted in a system today that is unworkable for hundreds of thousands of unemployed or underemployed who need to be able to apply and need to be awarded benefits.

39. Defendant DEO knew or should have known that Deloitte was not preparing a functional system in Florida as it had been sued, fired and/or accused of constructing fundamentally flawed and woefully inadequate systems of a similar nature. As of October 2013, from Florida, Massachusetts, Rhode Island and Pennsylvania to California, multimillion-dollar projects managed by Deloitte came in behind schedule, over budget and riddled with problems. Because of either lobbying efforts by Deloitte and/or influence by then Governor Scott over the selection of Deloitte, it was hired notwithstanding prior lawsuits, flawed systems and material misrepresentations about its product and abilities. One such problem with Deloitte arose in Florida, involving Miami-Dade County Schools which fired Deloitte in 2009 partway through an \$84 million contract to overhaul the district's computer system. After paying Deloitte \$30 million and having "virtually nothing" usable, the school district turned the project over to its in-house technology department, which completed it on time and within the budget.

40. In 2013, when Deloitte was bidding to get the contract with DEO, there were serious and significant concerns that Deloitte should not be awarded the contract because of failed systems and a long history of troubled IT projects across the nation and in Florida. By early October 2013, a number of state legislators in California had called for an investigation into Deloitte. In Massachusetts, whose own unemployment system had been having problems, admitted that its original contract with Deloitte was flawed and Deloitte charged the state some \$6 million more than originally planned. It has been said that Deloitte wields one of the most powerful lobbying corps in Tallahassee which is likely the reason that despite prior lawsuits, complaints, and fatally flawed IT work in the past, the Florida entered into the contract with Deloitte to create the Florida RA and PUA system. In fact, in 2014, a lobbyist who co-chaired then Governor Rick Scott's inaugural finance committee, met to discuss the troubled unemployment site project with Scott's chief of staff. Around the same time, additional lobbyists were hired by Deloitte, one being the former chairman of the Florida Republican Party of Florida. As far back as 2011, DEO officials were warning Deloitte that the CONNECT project was shoddy and had fallen behind schedule. In December 2011, DEO officials put DEO on notice that it intended to fine it \$15,000 per day until it revised its final design, which project was called "poor" in a letter to Deloitte.

41. During the implementation of the Florida system through DEO and Deloitte, there were employees with DEO who said that they didn't care that the system didn't work. Deloitte was bad from the beginning and being fined \$15,000 a day in 2011 put Florida on notice that the system may not work, especially in the case of a hurricane or pandemic. In fact, there were serious issues with the Deloitte system operating the way it was supposed to under the contract with Florida even in normal circumstances.

42. By October 25, 2013, when CONNECT launched, thousands of unemployed workers were locked out of the system because of glitches and had to wait weeks and sometimes months to get paid weekly claims. The situation was so bad by 2013 that federal officials had to intervene and U.S. Senator Bill Nelson, for the third time, called for federal officials to investigate complaints that problems persisted.

43. During the Rick Scott administration, DEO officials and other workers said that lazy people need to get up and get a job, referring their unemployed status. DEO and then Governor Scott did not want the system to work and they were not concerned with fixing it.

44. During the time of the roll out of this system, DEO officials had interactions with employees and representatives from Deloitte who echoed the sentiments of DEO and were not concerned about the system's failures. The attempt to fix it was a ruse- DEO and Deloitte had people look like they were trying to fix it.

45. The problems with the system during the COVID-19 crisis were foreseen. Employees at DEO said that in the event of a hurricane, the system would not work. With Irma and Michael, there were multiples problems with the unemployed trying to log into the CONNECT system to no avail. But the problems persisted and were not fixed even after multiple warnings and audits saying so.

46. To buttress the problem and show the culpability of the State and DEO, Rick Scott, in an email that he sent out to his donors, was worried that people were making too much money in their unemployment checks.

47. Governor DeSantis called the system a "clunker," "in tatters," and that it appeared that it was "designed to fail." "

48. Businesses have to pay premiums for unemployment. This money a state Trust Fund, discussed above, under §443.191. The more people who are unemployed, the higher the premiums are for businesses.

49. Moreover, between 2011 and 2013, the Florida Senate decided it did not want an internal operating system to monitor how the money going to Deloitte was being spent.

50. This system, with its flaws and imperfections, is essentially the same system used today that is responsible for the unprecedented denial of benefits, refusals to allow claimants to log on to submit applications for benefits, delays in approvals, rejections of legitimate applications for benefits, and the like. This is the same system that Plaintiffs identified herein and others similarly situated have been plagued with over the past 45+ days.

THE NAMES PLAINTIFF ARE REPRESENTATIVE OF THE CLASS AS A WHOLE

51. Plaintiff Walls was employed in Leon County, Florida at the time that he was laid off on March 23, 2020, due to the coronavirus pandemic. On March 23, 2020, Plaintiff Walls first attempted to use the system in place under Chapter 443, Florida Statutes, to report his unemployment and to obtain RA/ unemployment compensation benefits due to him under this law. From March 23, 2020, to date, April 23, 2020, thirty-one days, Plaintiff Walls has been unable to make contact with anyone employed with Defendant DEO to obtain unemployment compensation benefits. The unemployment site to obtain these benefits is all but unusable and Plaintiff Walls status has been “pending” since March 25, 2020. He has, at times, been able to log onto the unemployment compensation website, however, his efforts have resulted in the site displaying various error messages. One of the error messages directed Plaintiff Walls to call a number, which when called, stated that all lines were busy. There was no message service or call back service. The system then hung up. He has been paid partial but not full benefits to date.

52. Plaintiff Del Romano was notified that her hours were going to be reduced in her position with DGS working at the ticket counter for Delta Airlines on March 15, 2020 due to the pandemic. That same day, March 15, 2020, she applied online for unemployment compensation benefits but the system kept knocking her off and rejecting her application. It took multiple days to get through on the website to submit her application on March 17, 2020. On or around March 28 or 29, 2020, Plaintiff finally talked to a DEO representative for the first time by telephone after holding for approximately five (5) hours only to be told that the computers were down and none of her questions could be answered. Plaintiff looked at the website hundreds of times and her application for these benefits ultimately showed “pending” deposit on April 22, 2020. As of the date of this filing, Plaintiff Del Romano has received partial but not all benefits due her.

53. Mike Latner was laid off from his position on March 20, 2020, as a restaurant Worker due to the pandemic. He has congestive heart failure. He applied for unemployment compensation benefits on March 22, 2020. It took two weeks from that point and countless hours on his computer to try and claim unemployment compensation benefits to help him support himself and his family. After those two weeks, Plaintiff Latner went online after he was told to check back to see if his request had been approved only to find that his file/application for unemployment compensation benefits had been deleted. After many attempts to refile, due to the website allowing him to log in but then sending him back to the first page of the website multiple times, on April 13, 2020, he was able to file for unemployment compensation benefits again. Per the unemployment website operated by Defendants, Plaintiff Latner was instructed to check back on April 17, 2020, to claim his first week of unemployment. The website was then completely down for the weekend for maintenance. On Saturday, April 18, 2020 Plaintiff Latner attempted to log in again and received a message that the site was down for the weekend and by Monday,

April 20, 2020, the site would be back up and he could call in to speak about his claim on that date. When Plaintiff Latner then attempted to log in on April 20, 2020, after several attempts to get past the beginning login page, the site kept directing him back to the first page of the site, just like it had done before the site was taken down to "fix it". After Plaintiff was successful in logging in after approximately six attempts, Plaintiff Latner received a determination as "ineligible" because he did not make enough money when he was with his employer. This is false. He had been with his employer for over a year and a half as the time of his lay off. To further his attempt to obtain RA/ unemployment compensation benefits, Plaintiff Latner also called the number for RA and it said it was not taking any live calls, even though the site said it would. Plaintiff called on more than one occasion and each time got a recording culminating in a being disconnected from the system. To date, Plaintiff Latner has not received benefits at all.

54. Plaintiff Weimer was employed in Manatee County, Florida. She is self-employed as a Real Estate Agent and language interpreter. She was averaging an income of \$700.00 per week. Plaintiff Weimer has experienced a dramatic drop in her income due to the Corona Virus Pandemic and first attempted to connect to the RA/unemployment compensation benefits system on or about March 22, 2020. Plaintiff Weimer has called the CONNECT number well over 500 times at least and only got through once. Once she was able to apply, she was deemed ineligible due to being self-employed. She subsequently has been on the RA/unemployment compensation benefits system at least ten times per day attempting to reapply. She was able to reapply on April 16th and, to date, has not received a redetermination or any benefits. As of this filing, Weimer has received no payments from RA or PUA.

55. Plaintiff McCoy formerly worked as a Senior Hospitality Chef and his last full day of work was March 23, 2020. His position was adversely affected by the pandemic. He was

earning approximately \$300 per week. Plaintiff first attempted to connect to the RA/unemployment benefits system on March 20, 2020, after speaking with his supervisor about the possibility of a layoff. Plaintiff McCoy persisted through website lag, rebooting, long loading times and was forced to restart his application about thirty-five (35) times within forty-eight (48) hours. He submitted his application at approximately 4:30 am on March 22, 2020. On or about April 29, 2020, Plaintiff McCoy was deemed ineligible with no reason given. Plaintiff McCoy has an infant, another small child, and a wife. He recently returned a box of diapers to purchase food. As of this filing, McCoy has received payment of no benefits although he is qualified to receive same.

56. Plaintiff Freas has owned his own photography studio since August, 2016. He averaged an income of \$750 a week prior to the COVID-19 Pandemic. His position/business was adversely affected by the pandemic. Plaintiff Freas first attempted to access the RA/unemployment benefits system on or about March 15, 2020. After numerous unsuccessful attempts to connect to the system website, he mailed in an application. On or about April 7, 2020, after repeated calls, Plaintiff Freas had his application processed on the phone. To date, Plaintiff Freas has not received any benefits and does not know if he will receive any funds. He has had to go on food stamps and take out extended credit. He has received a small payment from DEO but still owed almost \$5,000.

57. Plaintiff Bergen was a receptionist at an animal hospital in Punta Gorda, Florida, making approximately \$420 per week. Her position was adversely affected by the pandemic. Her last day of work was March 14, 2020. Plaintiff Bergen first attempted to access the RA/unemployment benefits system on March 16, 2020. She experienced many website crashes and was forced numerous times to start at the beginning of the application. Plaintiff Bergen made

approximately three hundred (300) calls a day to attempt to reach an individual. She received continual busy signals. Plaintiff Bergen made approximately two hundred and thirteen (213) attempts before her application went through on or about March 21, 2020. Plaintiff Bergen was deemed ineligible with no reason given. She has attempted to reapply; however, she continues to experience the same issues with website crashes. Plaintiff Bergen is suffering from anxiety, high blood pressure, and insomnia. To date, Bergen has received no benefits although she is qualified for same.

58. Plaintiff Showalter was employed with a popular bar in Tampa for the last year and a half. Her position was adversely affected by the pandemic. She was making upwards of \$500 per week. Plaintiff is now unemployed. Plaintiff Showalter first attempted to connect to the RA/unemployment benefits system on or about March 18, 2020. Plaintiff tried for weeks to apply online for benefits. She would make initial progress and then get frozen out of the website and have to start the application process from the beginning. She began to set her alarm clock to try to access the site in the wee hours of the morning. Plaintiff also attempted to call approximately fifty (50) times per day, only to hear a busy signal or get disconnected. On or about April 11, 2020, Plaintiff Showalter was able to successfully file her claim. She called on April 22, 2020 to check on her claim. She was told she would be getting a PIN to check her account online. To date, she has not received a PIN, further information, or any funds. Plaintiff Showalter is a single mother facing stress, exhaustion, and uncertainty. To date, Bergen has received partial benefits although she is qualified for all benefits available under the RA/PUA system.

59. Plaintiff Lanouette was self-employed and six months pregnant at the time the pandemic hit. Her position/business was adversely affected by the pandemic. She is a high-risk

pregnancy and cancer survivor and must visit her ob-gyn every two weeks. During the time that the pandemic hit and the filing of this action, she has used all of her and her husband's savings as they were both self-employed and is at risk of losing her health insurance. She was able to complete the application for benefits on March 28, 2020 but is still in "pending" status. She spends her day calling the unemployment office starting at 7:00 a.m. and never gets an answer. To date, Lanouette has received no benefits although she is qualified for same.

60. Plaintiff King was self-employed and had his own small business. He filed a claim on March 22, 2020 after his position was adversely affected by the pandemic. He received an automated email on April 6, 2020 telling him to log onto CONNECT to respond to correspondence, which he did but none was found. He called the FL DEO multiple times daily every day from March 22 through May 6, 2020. The only time he ever reached a live person was on April 17 and 24, 2020 where they hung up on him after telling him they couldn't answer specific questions about his claims. He was finally able to apply on April 21, 2020 and on April 27, 2020, he logged in and the website said he was ineligible for benefits. He then tried to reapply, as he is likely eligible for PUA, but the CONNECT system only lets people apply for PUA if they get rejected two times for regular UI benefits if they applied after April 5, 2020. He will never be able to re-open his business and is on food stamps for the first time in his life. To date, King has received no benefits although he is qualified for same.

61. Plaintiff Moore-Ramirez filed a claim on March 22, 2020. On April 21, 2020 mailed via USPS a hard copy of the application. She called the 800 number up to ten times a day since April 1, 2020 and was never able to reach anyone. She emailed DEO several times and never heard back and kept getting timed out when she tries to access her online profile. After repeatedly trying to log in, her application says "pending". She had to borrow money to pay rent

and has \$60 in her bank account. To date, More-Ramirez has received no benefits although she is qualified for same.

62. Plaintiff Carbone just graduated from Acupuncture school and was working part-time. The CONNECT site allows her to apply and says she is ineligible. Since she is likely eligible for PUA benefits, she wants to apply for PUA but can't because PUA requires a determination number for her ineligibility from UI benefits and the CONNECT website will not give her a determination number. She started this process the beginning of April, 2020. To date, Carbone has received no benefits although she is qualified for same.

63. Plaintiff Dodd applied for RA benefits on March 30, 2020. She previously worked for a boutique clothing store before being laid off due to the pandemic. Ms. Dodd was not sure if her application went through as the response she received was very vague. Every time she checked on her application, the CONNECT website it said "pending." This caused a lot of stress and anxiety. She never got a notice, but did receive partial benefits on April, 24, 2020 through direct deposit.

64. Plaintiff Klein started to try to apply for benefits on or around April 1, 2020 after being laid off due to the pandemic. The website would not let her apply until April 12, 2020 despite countless hours and attempts for days up to that date. She spent time away from her family on Easter Sunday to apply; she believes she got through because it was a holiday. When she applied, she wasn't sure if it went through as the site kicked her back to the first screen. She still has heard nothing and has received no benefits although she is qualified for same. She has two children.

65. Plaintiff Coppler is a self-employed subcontractor who works as an Amazon Flex delivery driver whose position was adversely affected by the pandemic. He tried for three weeks

to apply for benefits, and the website kept kicking him off. The website kept saying it was having technical difficulties. He is out of money, had to go to Ohio for back surgery to stay with his brother and might not be able to go back to Florida. To date, Coppler has received no benefits although she is qualified for same.

66. Plaintiff Derek Bailey was employed with Bookit.com for almost 13 years and lost his job as a result of the pandemic. He was laid off as the Director of Activity Sales on March 17, 2020. To date, Plaintiff Bailey has applied on the prior website and now the new website to no avail. Repeated telephone calls have likewise rendered no result and he was told as of May 7, 2020, that the “system is down.” The new system, PEGA, is equally ineffective which shows that the Defendant DEO, in tandem with Governor DeSantis’s, statements about PEGA being a newly revised system that will process applications for benefits is an abysmal failure, just like the RA/CONNECT system. To date, he has received no benefits although he is qualified for same.

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

68. Plaintiffs and others similarly situated all had jobs or businesses that were adversely affected by the pandemic, all are entitled to apply for state and/or federal benefits, be deemed qualified for benefits, and to receive benefits under Chapter 443, none of which have occurred or only have partly occurred.

69. 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:

70. Plaintiffs reallege and incorporate herein by reference the foregoing paragraphs 1 through 69.

71. Plaintiffs seek class certification under subsection (b)(2) or, alternatively, (b)(3) of Rule 1.220, Florida Rules of Civil Procedure, against Defendants.

72. Commonality: Questions of law and fact are common to all members of the class. Specifically, Plaintiffs' claims arise from the same events or practices or course of conduct by 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 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; and

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;

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

74. 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, Defendants' failure to pay unemployment compensation benefits to unemployed citizens in the State of Florida.

75. 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.

76. 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.

77. The Defendants have acted on grounds generally applicable to all members of the class, to wit: they have acted to deny and/or failed to ensure the payment of unemployment compensation benefits to multiples of thousands of citizens in the State of Florida. Accordingly, this cause is actionable under subsection (b)(2) of Rule 1.220, Florida Rules of Civil Procedure.

78. Alternatively, Defendants' failure to pay unemployment compensation benefits as required under Chapter 443, Florida Statutes, raises questions of law and fact common to the named Plaintiffs and the class members. 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 cause is also actionable under subsection (b)(3) of Rule 1.220.

COUNT I
NEGLIGENCE
(against all Defendants)

79. Paragraphs 1 through 78 are realleged and incorporated herein.

80. This count sets forth claims against all Defendants for common law negligence.

81. Defendants knew or should have known that Plaintiffs were within a zone of risk related to the RA/PUA benefits sought herein.

82. Defendants owed duties of care to Plaintiffs due to Plaintiffs being unemployed and seeking unemployment compensation/RA/PUA benefits. Alternatively, there was a special relationship between Defendants and Plaintiffs because of being unemployed and seeking benefits through CONNECT.

83. Defendants breached their duties of care to Plaintiffs and/or their duties to ensure that Plaintiffs were able to access the RA system to obtain and/or to obtain RA and PUA benefits.

84. Plaintiffs' have been injured due to their inability to obtain benefits through the RA system. The proximate cause of Plaintiffs' injuries was the Defendants' negligence and/or gross negligence set forth above. Defendants' negligence and/or gross negligence was also the legal cause of Plaintiff's injuries.

85. The actions of the Defendants, and specifically those actions complained of herein, were taken in the performance of "operational" functions, i.e., functions that were not

necessary to or inherent in policymaking or planning, that merely reflected secondary decisions as to how policies or plans were to be implemented.

86. As a direct and proximate result of the above unlawful acts and omissions of the Defendants, Plaintiffs have sustained injury, sustained economic damages including but not limited to lost income, and have also sustained noneconomic damages including but not limited to emotional pain, anguish, humiliation, insult, indignity, loss of self-esteem, inconvenience and hurt, and are therefore entitled to compensatory damages. These damages have occurred in the past, occur at present, and are permanent and continuing. Defendants are jointly and severally liable for Plaintiffs' injuries. Plaintiffs are also entitled to equitable/ injunctive relief under this count, as well as to punitive damages against Defendant Deloitte.

COUNT II
BREACH OF CONTRACT – THIRD PARTY BENEFICIARY
(against Defendant Deloitte)

87. Paragraphs 1 through 78 are realleged and incorporated herein.

88. This count sets forth claims against Defendant Deloitte for breach of contract under common law of Florida based on a theory of third-party beneficiary.

89. Plaintiffs were intended third-party beneficiaries to one or more contracts between Defendants for unemployment related benefits and/or reemployment related benefits or other assistance.

90. The contractual obligations referenced herein were owed by Defendants amongst each other and rendered Plaintiffs intended third party beneficiaries of a valid and enforceable contract.

91. Plaintiffs were the intended beneficiaries of the contracts between Defendants because Plaintiffs were to be the actual consumers using and benefitting from the creation and existence of the RA/CONNECT system.

92. All Defendants knew that Plaintiffs would benefit from their contracts and that Plaintiffs could be harmed by any breach of the contracts by any of the Defendants.

93. As intended third party beneficiaries of the contractual arrangements by and amongst Defendants, the duties owed by Defendant Deloitte to the other Defendants were intended to benefit Plaintiffs and are thus legally enforceable by Plaintiffs.

94. By its actions and inactions, Defendant Deloitte failed to perform its obligations under such contract or contracts, and as such breached its contractual duties meant to confer benefit upon Plaintiffs in the form of unemployment and/or reemployment related benefits and/or assistance.

95. As a direct and proximate result of Defendant Deloitte's breach of contract complained of herein, Plaintiffs have sustained economic damages in an amount they expected to receive pursuant to the contract had there been no breach, as well as damages incurred as a consequence of the breach.

COUNT III
BREACH OF FIDUCIARY DUTY
(against all Defendants)

96. Paragraphs 1 through 78 are re-alleged and incorporated herein.

97. This count sets forth claims against Defendants for breach of fiduciary duty under the common law of Florida.

98. Due to the contractual relationship referenced above, and as a result of Plaintiffs placement of confidence and trust in the fidelity and reliability of Defendants, a fiduciary relationship existed between Plaintiffs and Defendants.

99. Due to their fiduciary capacities, Defendants owed Plaintiffs all duties associated therewith, including but not limited to the duties specifically provided for under § 443.191, Florida Statutes,

100. Despite their voluntary acceptance of the trust and confidence of Plaintiffs in regard to this relationship, Defendants abused the trust and confidence of Plaintiffs.

101. Defendants abused its relationship with Plaintiffs and trust and confidence placed in them by Plaintiffs by acting for their own interests and in response to influence exerted on them through lobbying and political pressure from individuals such as former Governor Rick Scott. Such actions and inactions by Defendants constituted material breaches of the fiduciary duties existing between Plaintiffs and Defendants, including but not limited to duties of loyalty, fidelity, honesty, candor, fair dealing and full disclosure owed by Defendants to Plaintiffs.

102. Defendants' breach of the fiduciary duties they owed to Plaintiffs was further in bad faith, abusive, and in reckless disregard of Plaintiffs' rights for their own monetary or political gain. Defendants' actions were intentional, as evidenced by, for example, Defendants' mockery of Plaintiffs and their purposeful design of a system which, unbeknownst to Plaintiffs, was meant to fail from its inception.

103. As a direct and proximate result of Defendants' conduct described above, Plaintiffs have suffered past and future pecuniary losses, inconvenience, pain and suffering and other non-pecuniary losses, along with lost back and front pay, interest on pay, and other

benefits. These damages have occurred in the past, at present, and are permanent and continuing. Plaintiffs are also entitled to punitive damages against Defendant Deloitte.

COUNT IV
PRODUCTS LIABILITY – STRICT LIABILITY
(against Defendant Deloitte only)

104. Paragraphs 1 through 78 are re-alleged and incorporated herein.

105. This count sets forth claims against Defendant Deloitte for products liability under the common law of Florida based on a theory of strict liability.

106. Defendant is in the business of designing, creating, distributing and/or selling RA/CONNECT type systems.

107. Defendant's role in placing the RA/CONNECT system into the stream of commerce created a foreseeable zone of risk thereby creating a duty for Defendant to take reasonable precautions to prevent any potential harm to consumers such as Plaintiffs.

108. Defendant breached its duty by failing to design, create, distribute and/or sell a system that was safe when used in a reasonable and foreseeable manner. In other words, Defendants sold the RA/CONNECT system despite its defective condition and/or allowed the system to flow through the stream of commerce to Plaintiffs, the system's end users.

109. The RA/CONNECT system was defective and unreasonably flawed when used by Plaintiffs.

110. The defect existed at the time Defendant placed the system into the stream of commerce for end use by Plaintiffs.

111. Plaintiffs' use of the system was reasonable and foreseeable to Defendant.

112. The defects in the RA/CONNECT system were the legal cause of Plaintiffs' injuries.

113. As a direct and proximate result of Defendant's conduct described above, Plaintiffs have suffered past and future pecuniary losses, inconvenience, pain and suffering and other non-pecuniary losses, along with lost back and front pay, interest on pay, and other benefits. These damages have occurred in the past, at present, and are permanent and continuing. Plaintiffs are also entitled to punitive damages against Defendant Deloitte.

COUNT V
PRODUCTS LIABILITY – NEGLIGENCE
(against Defendant Deloitte only)

114. Paragraphs 1 through 78 are re-alleged and incorporated herein.

115. This count sets forth claims against Defendant Deloitte for products liability under the common law of Florida based on a theory of negligence.

116. Defendant is in the business of designing, manufacturing, distributing and/or selling RA/Connect type systems.

117. Defendant's role in placing the RA/CONNECT system into the stream of commerce created a foreseeable zone of risk thereby creating a duty for Defendant to take reasonable precautions to prevent any potential harm to consumers such as Plaintiffs.

118. Defendant breached its duties by failing to design, create, distribute and/or sell a system that was safe when used in a reasonable and foreseeable manner. In other words, Defendant sold the RA/CONNECT system despite its defective condition and/or allowed the system to flow through the stream of commerce to Plaintiffs, the system's end users.

119. Plaintiffs' use of the product was reasonable and foreseeable to Defendant.

120. Defendant knew or should have known about the defect in the RA/CONNECT system.

121. The defect existed at the time Defendant passed the system through the stream of commerce.

122. Plaintiffs' injuries were proximately caused by the defect in the RA/CONNECT system and the defect in the product resulted from Defendant's failure to use due care.

123. As a direct and proximate result of Defendant's conduct described above, Plaintiffs have suffered past and future pecuniary losses, inconvenience, pain and suffering and other non-pecuniary losses, along with lost back and front pay, interest on pay, and other benefits. These damages have occurred in the past, at present, and are permanent and continuing. Plaintiffs are also entitled to punitive damages against Defendant Deloitte.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants for the following:

- (a) that process issue and this Court take jurisdiction over this case;
- (b) that this Court grant equitable relief against Defendants under the applicable counts set forth above, mandating Defendants' obedience to the laws enumerated herein and providing other equitable relief to Plaintiff;
- (c) enter judgment against Defendants and for Plaintiff awarding all legally-available general and compensatory damages and economic loss to Plaintiff from Defendants for Defendants' violations of law enumerated herein;
- (d) enter judgment against Defendants and for Plaintiff permanently enjoining Defendants from future violations of law enumerated herein;
- (e) enter judgment against Defendants and for Plaintiff awarding Plaintiff attorney's fees and costs;

- (f) award Plaintiff interest where appropriate; and
- (h) grant such other further relief as being just and proper under the circumstances.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all issues herein that are so triable.

Respectfully submitted,

/s/ Gautier Kitchen
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/s/ Marie A. Mattox
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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