

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

BROOKE SANCHEZ,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 8:22-cv-2767
	)	
MOUNTAIN RUN SOLUTIONS, LLC,	)	
CHRIS CARTER, Individually,	)	
BRIAN FULLER, Individually,	)	
WESTERN SURETY COMPANY, and	)	
MONITRONICS INTERNATIONAL, INC.	)	
d/b/a BRINKS,	)	
	)	
Defendants.	)	

**PLAINTIFF’S COMPLAINT**

Plaintiff, BROOKE SANCHEZ, by and through her undersigned attorney, alleges the following against Defendants, MOUNTAIN RUN SOUTIONS, LLC, CHRIS CARTER (“Carter”), Individually, BRIAN FULLER (“Fuller), Individually, WESTERN SURETY COMPANY (“Western”), and MONITRONICS INTERNATIONAL, INC. d/b/a BRINKS (“Brinks”) (collectively, “Defendants”):

**INTRODUCTION**

1. Count I of Plaintiff’s Complaint is based on the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (“FDCPA”).
2. Count II of Plaintiff’s Complaint is based on the Florida Consumer Collection Practices Act, Fla. Stat. § 559.72 (“FCCPA”).
3. Count III of Claimant’s Statement of Claims is based on the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 et seq. (“FDUTPA”).

4. Count IV of Plaintiff's Complaint is based on surety liability.

#### **JURISDICTION AND VENUE**

5. This court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337, 1367, and 15 U.S.C. § 1692k (FDCPA).
6. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before "any appropriate United States district court without regard to the amount in controversy."
7. This court has supplemental jurisdiction over the state claims alleged herein pursuant to 28 U.S.C. § 1367 as they are "so related to claims in the action within such original jurisdiction that they form part of the same case or controversy."
8. Venue and personal jurisdiction in this District are proper because Defendants do or transact business within this District, and a material portion of the events at issue occurred in this District.

#### **PARTIES**

9. Plaintiff is a natural person residing in Sarasota, Sarasota County, Florida.
10. Plaintiff is a consumer as that term is defined by the FDCPA and the FCCPA.
11. Plaintiff allegedly owes a debt as that term is defined by the FDCPA and the FCCPA.
12. Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller are debt collectors as that term is defined by the FDCPA and the FCCPA.
13. Defendant Brinks is a debt collector as that term is defined by the FCCPA.
14. Within the last year, Defendant MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller attempted to collect a consumer debt from Plaintiff.
15. Defendant MOUNTAIN RUN SOUTIONS, LLC is a debt collection agency located in

City of Orem, Utah County, State of Utah.

16. Defendant MOUNTAIN RUN SOUTIONS, LLC's business includes, but is not limited to, collecting on unpaid, outstanding account balances.
17. Defendant Carter is the CEO, owner, director, and/or partner of MOUNTAIN RUN SOUTIONS, LLC, LLC and regularly directs the business practices of MOUNTAIN RUN SOUTIONS, LLC.
18. Upon information and belief, Defendant Carter is a citizen of the State of Utah.
19. At all relevant times, acting alone or in concert with others, Defendant Carter has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of MOUNTAIN RUN SOUTIONS, LLC, and its employees, including the acts and practices set forth in this Complaint.
20. Defendant Fuller is the president, owner, director and/or partner of MOUNTAIN RUN SOUTIONS, LLC and regularly directs the business practices of MOUNTAIN RUN SOUTIONS, LLC.
21. Upon information and belief, Defendant Fuller is a citizen of the State of Utah.
22. At all relevant times, acting alone or in concert with others, Defendant Fuller has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of MOUNTAIN RUN SOUTIONS, LLC, and its employees, including the acts and practices set forth in this Complaint.
23. Defendant MOUNTAIN RUN SOUTIONS, LLC is a business entity engaged in the collection of debt within the State of Florida.
24. MOUNTAIN RUN SOUTIONS, LLC attempted to collect a consumer debt from Plaintiff.
25. The principal purpose of Defendant MOUNTAIN RUN SOUTIONS, LLC's business is

the collection of debts allegedly owed to third parties.

26. Defendant MOUNTAIN RUN SOLUTIONS, LLC regularly collects, or attempts to collect, debts allegedly owed to third parties.
27. During the course of its attempts to collect debts allegedly owed to third parties, Defendant MOUNTAIN RUN SOLUTIONS, LLC sends to alleged debtors bills, statements, and/or other correspondence, via the mail and/or electronic mail, and initiates contact with alleged debtors via various means of telecommunication, such as by telephone and facsimile.
28. Defendant MOUNTAIN RUN SOLUTIONS, LLC acted through its agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.
29. Employees can be held personally liable under the FDCPA. *Robinson v. Managed Accounts Receivable Corp.*, 654 F. Supp.2d 1051 (C.D. Cal. 2009); See also, *Schwarm v. Craighead*, 552 F. Supp.2d 1056 (E.D. Cal 2008).
30. Most courts that have addressed the issue have held that the corporate structure does not insulate shareholders, officers, or directors from personal liability under the FDCPA. See *Schwarm v. Craighead*, 552 F. Supp.2d 1056 (E.D. Cal 2008); *Kistner v. Law Offices of Michael P. Margelefsky, LLC*, 518 F.3d 433 (6th Cir. 2008); *Teng v. Metro. Retail Recovery, Inc.*, 851 F. Supp. 61 (E.D. NY 1994); *Del Campo v. Kennedy*, 491 F. Supp 2d 891 (N.D. Cal. 2006); *Brumbelow v. Law Offices of Bennett & Deloney, P.C.*, 372 F.Supp.2d 615 (D. Utah 2005); *Albanese v. Portnoff Law Associates, Ltd.*, 301 F.Supp.2d 389 (E.D. PA 2004); *Brink v. First Credit Res.*, 57 F.Supp.2d 848 (D.AR 1999); *Pikes v. Riddle*, 38 F.Supp2d 639 (N.D. IL 1998); *Ditty v. CheckRite*, 973 F.Supp. 1354 (D. Utah 1997).

31. Defendant Brinks is a limited liability company that offers home security systems and is headquartered in Dallas, Texas.

### **FACTUAL ALLEGATIONS**

32. Plaintiff was a customer of Brinks' services.

33. Plaintiff subsequently declined to renew her contract with Brinks and confirmed with Brinks that her account was closed.

34. Despite closing Plaintiff's account, Brinks renewed Plaintiff's account without her knowledge or consent, and sold the account to Defendants MOUNTAIN RUN SOLUTIONS, LLC, Carter, and Fuller.

35. Defendant Brinks has a practice of selling closed accounts to debt collectors, including Defendants MOUNTAIN RUN SOLUTIONS, LLC, Carter, and Fuller, or hiring Defendants MOUNTAIN RUN SOLUTIONS, LLC, Carter, and Fuller to collect these closed accounts.

36. Defendant Brinks knows, or reasonably should know, that Defendants MOUNTAIN RUN SOLUTIONS, LLC, Carter, and Fuller report the closed accounts to the credit bureaus in an attempt to collect the false debts from consumers.

37. Defendants MOUNTAIN RUN SOLUTIONS, LLC, Carter, and Fuller are attempting to collect a consumer debt from Plaintiff, allegedly arising from a security system with Brinks.

38. The alleged debt at issue arises from transactions for personal, family, and household purposes.

39. Plaintiff does not owe the alleged debt because she did not renew her contract with Brinks for the time period at issue, and she confirmed with Brinks that her account was closed.

40. Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller have a practice of purchasing and/or attempting to collect alleged debts from Defendant Brinks which they know consumers do not owe.
41. Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller call Plaintiff and send text messages to her cellular telephone at xxx-xxx-2345 in an attempt to collect the alleged debt.
42. Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller call and send text messages to Plaintiff from 801-921-7379 and 833-666-0108, which are two of Defendants' telephone numbers.
43. Within the past year, Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller called Plaintiff every day and multiple times per day for a period of time.
44. Within the past year, Plaintiff answered several of Defendants' calls and spoke to Defendants' collectors.
45. During at least one of the aforementioned conversations,
  - a. Plaintiff informed Defendants' collector that she did not have service with Brinks for the time period alleged because she cancelled her contract;
  - b. Defendants' collector informed Plaintiff she would still need to pay Defendant;
  - c. Plaintiff requested that Defendant stop calling; and
  - d. Defendants' collector continued to attempt to collect the debt and attempted to secure a payment plan with Plaintiff.
46. Despite the foregoing, Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller continued to call Plaintiff's telephone unabated in an attempt to collect the alleged debt, including within seven days of the aforementioned conversation.

47. On January 24, 2022, Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller sent the following text message to Plaintiff's telephone:

- a. "Brook Stewart (Sanchez) ... We bought your alarm account from Monitronics, now known as Brinks. We are willing to settle the account for ONLY 50% of what's owed, if paid by 2.28.22. If you settle, we will delete it from the credit bureaus in its entirety. CALL 801-921-7379 to resolve. ~ Mountain Run Solutions"

48. On March 24, 2022, Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller sent the following text message to Plaintiff's telephone:

- a. "Hey Brook Stewart (Sanchez)! We bought your alarm account from Monitronics/Brinks. We are willing to settle the account for ONLY 50% of what's owed, if paid by 4.30.2022. If you settle, we will delete it from the credit bureaus in its entirety. CALL \*\*\*801-921-7379\*\*\* to resolve. ~ Mountain Run Solutions."

49. Defendants' actions were a calculated attempt to coerce Plaintiff into payment of the alleged debt.

50. The natural consequences of Defendants' actions were to produce an unpleasant and/or hostile situation between Defendants and Plaintiffs.

51. The natural consequences of Defendants' actions were to cause Plaintiff mental distress.

***Brooke Sanchez v. Chris Carter***

52. MOUNTAIN RUN SOUTIONS, LLC's collectors were working within the scope of their employment when they communicated with Plaintiff.

53. During the course of collection efforts against Plaintiff, Carter acted in association with his company, MOUNTAIN RUN SOUTIONS, LLC, regarding the conduct toward Plaintiff

described above by presenting to MOUNTAIN RUN SOUTIONS, LLC office(s) to work and by assisting MOUNTAIN RUN SOUTIONS, LLC in obtaining revenue.

54. MOUNTAIN RUN SOUTIONS, LLC was the avenue through which Carter, and MOUNTAIN RUN SOUTIONS, LLC's employees conducted their business operation, namely, debt collection.

55. Carter was responsible for setting the policies and procedures related to the collection practices of MOUNTAIN RUN SOUTIONS, LLC's employees and directed them to specifically act in the manner described above.

56. At all relevant times, acting alone or in concert with others, Carter has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of MOUNTAIN RUN SOUTIONS, LLC and its employees, including the acts and practices set forth in this Complaint.

57. During all times pertinent hereto, Carter:

- a. Created the collection policies and procedures used by MOUNTAIN RUN SOUTIONS, LLC, and its respective employees and agents, in connection with their common efforts to collect consumer debts;
- b. Managed or otherwise controlled the daily collection operations of MOUNTAIN RUN SOUTIONS, LLC;
- c. Oversaw the application of the collection policies and procedures used by MOUNTAIN RUN SOUTIONS, LLC and its employees and agents;
- d. Drafted, created, approved and ratified the tactics and scripts used by MOUNTAIN RUN SOUTIONS, LLC and its employees and agents to collect debts from



consumers, including the tactics and scripts that were used to attempt to collect an alleged debt from Plaintiff as alleged above;

- e. Ratified the unlawful debt collection practices and procedures used by MOUNTAIN RUN SOUTIONS, LLC and its employees and agents in connection with their common efforts to collect consumer debts; and
  - f. Had knowledge of, approved, participated in, ratified and benefitted financially from the unlawful debt collection practices used by MOUNTAIN RUN SOUTIONS, LLC and its employees and agents in attempts to collect an alleged debt from Plaintiff as alleged above.
58. Defendant Carter knew that MOUNTAIN RUN SOUTIONS, LLC repeatedly or continuously engaged in collection practices.
59. Defendant Carter and MOUNTAIN RUN SOUTIONS, LLC, and their respective agents and employees, knew that the representations made to Plaintiff were false, deceptive and misleading, and otherwise in violation of the FDCPA and FCCPA.

***Brooke Sanchez v. Brian Fuller***

60. MOUNTAIN RUN SOUTIONS, LLC's collectors were working within the scope of their employment when they communicated with Plaintiff.
61. During the course of collection efforts against Plaintiff, Defendant Fuller acted in association with his company, MOUNTAIN RUN SOUTIONS, LLC, regarding the conduct toward Plaintiff described above by presenting to MOUNTAIN RUN SOUTIONS, LLC office(s) to work and by assisting MOUNTAIN RUN SOUTIONS, LLC in obtaining revenue.

62. MOUNTAIN RUN SOUTIONS, LLC was the avenue through which Defendant Fuller, and MOUNTAIN RUN SOUTIONS, LLC's employees conducted their business operation, namely, debt collection.

63. Defendant Fuller was responsible for setting the policies and procedures related to the collection practices of MOUNTAIN RUN SOUTIONS, LLC's employees and directed them to specifically act in the manner described above.

64. At all relevant times, acting alone or in concert with others, Defendant Fuller has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of MOUNTAIN RUN SOUTIONS, LLC and its employees, including the acts and practices set forth in this Complaint.

65. During all times pertinent hereto, Defendant Fuller:

- a. Created the collection policies and procedures used by MOUNTAIN RUN SOUTIONS, LLC, and its respective employees and agents, in connection with their common efforts to collect consumer debts;
- b. Managed or otherwise controlled the daily collection operations of MOUNTAIN RUN SOUTIONS, LLC;
- c. Oversaw the application of the collection policies and procedures used by MOUNTAIN RUN SOUTIONS, LLC and its employees and agents;
- d. Drafted, created, approved and ratified the tactics and scripts used by MOUNTAIN RUN SOUTIONS, LLC and its employees and agents to collect debts from consumers, including the tactics and scripts that were used to attempt to collect an alleged debt from Plaintiff as alleged above;

- e. Ratified the unlawful debt collection practices and procedures used by MOUNTAIN RUN SOLUTIONS, LLC and its employees and agents in connection with their common efforts to collect consumer debts; and
- f. Had knowledge of, approved, participated in, ratified and benefitted financially from the unlawful debt collection practices used by MOUNTAIN RUN SOLUTIONS, LLC and its employees and agents in attempts to collect an alleged debt from Plaintiff as alleged above.

66. Defendant Fuller knew that MOUNTAIN RUN SOLUTIONS, LLC repeatedly or continuously engaged in collection practices.

67. Defendant Fuller and MOUNTAIN RUN SOLUTIONS, LLC, and their respective agents and employees, knew that the representations made to Plaintiff were false, deceptive and misleading, and otherwise in violation of the FDCPA and FCCPA.

**COUNT I:  
DEFENDANTS MOUNTAIN RUN SOLUTIONS, LLC, CHRIS CARTER, AND BRIAN FULLER VIOLATED THE FAIR DEBT COLLECTION PRACTICES ACT**

68. Plaintiff repeats and realleges paragraphs one (1) through sixty-seven (67) of Plaintiff's Complaint as the allegations in Count I of Plaintiff's Complaint.

69. Defendants violated the FDCPA based on the following:

- a. Defendants violated § 1692d of the FDCPA by engaging in conduct that the natural consequence of which was to harass, oppress, and abuse in connection with the collection of an alleged debt, when Defendants continued to attempt to collect the alleged debt after Plaintiff informed Defendant's collector that she did not have an open account with Brinks during the time period alleged and disputed the debt, when Defendant attempted to collect a debt from Plaintiff that Plaintiff does not

owe, when Defendants continued to place collection calls to Plaintiff after Plaintiff requested that Defendants stop calling, and when Defendants reported the alleged debt to the credit bureaus despite Plaintiff not owing the debt;

- b. Defendants violated § 1692d(5) of the FDCPA by causing a telephone to ring or engage in any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number, when Defendants continued to place collection calls to Plaintiff after Plaintiff requested that Defendants stop calling, when Defendants called Plaintiff's telephone every day and multiple times per day, and when Defendants called Plaintiff within seven days after having had a telephone conversation with Plaintiff in connection with the collection of the debt,
- c. Defendants violated § 1692e of the FDCPA by its use of any false, deceptive, or misleading representation or means in connection with the collection of any debt, when Defendants created the false impression on Plaintiff that Defendant was permitted to call Plaintiff with impunity despite Plaintiff's request for Defendant to stop calling her, and when Defendants engaged in at least the following discrete violations of § 1692e;
- d. Defendants violated § 1692e(2) of the FDCPA by falsely representing the character, amount, or legal status of any debt, when Defendant falsely claimed that Plaintiff owed a debt, and when Defendant attempted to collect a debt from Plaintiff that Plaintiff does not owe,
- e. Defendants violated § 1692e(5) of the FDCPA by threatening to take action that cannot legally be taken or that is not intended to be taken, when Defendants

attempted to collect a debt from Plaintiff that Plaintiff does not owe;

- f. Defendants violated § 1692e(10) of the FDCPA by using any false representation or deceptive means to collect or attempt to collect any debt, when Defendants attempted to collect a debt that Plaintiff does not owe, and when Defendants created the false impression on Plaintiff that Defendant was permitted to call Plaintiff with impunity despite Plaintiff's request for Defendant to stop calling her,
- g. Defendants violated 12 CFR 1006.6 (Regulation F of the FDCPA), by sending text messages to Plaintiff on Plaintiff's telephone without receiving directly from Plaintiff her prior consent to use the telephone number to communicate with her about the debt;
- h. Defendants violated 12 CFR 1006.14 (Regulation F of the FDCPA) by placing a telephone call to a particular person in connection with the collection of a particular debt within a period of seven consecutive days after having had a telephone conversation with the person in connection with the collection of such debt, when Defendants called Plaintiff in connection with the collection of the alleged debt within seven days of having had a telephone conversation with her in connection with the collection of the debt;
- i. Defendants violated 12 CFR 1006.14 (Regulation F of the FDCPA) by placing more than seven telephone calls to Plaintiff within seven consecutive days; and
- j. Defendants violated § 1692f of the FDCPA by its use of unfair or unconscionable means to collect or attempt to collect any debt when Defendants engaged in all of the misconduct alleged herein.

70. As alleged above, Defendant MOUNTAIN RUN SOLUTIONS, LLC is a debt collector as

defined by the FDCPA.

71. As alleged above, Defendants Carter and Fuller are debt collectors as defined by the FDCPA.

72. Carter has the burden to monitor the activities of MOUNTAIN RUN SOUTIONS, LLC.

73. Fuller has the burden to monitor the activities of MOUNTAIN RUN SOUTIONS, LLC.

74. MOUNTAIN RUN SOUTIONS, LLC violated the FDCPA.

75. By influencing and/or controlling the conduct of MOUNTAIN RUN SOUTIONS, LLC, Carter is liable for the act(s) and omission(s) of MOUNTAIN RUN SOUTIONS, LLC and its representative(s), employee(s) and/or agent(s) for their violations of the FDCPA as described above.

76. Carter is vicariously liable for the unlawful collection activities carried out by MOUNTAIN RUN SOUTIONS, LLC.

77. By influencing and/or controlling the conduct of MOUNTAIN RUN SOUTIONS, LLC, Fuller is liable for the act(s) and omission(s) of MOUNTAIN RUN SOUTIONS, LLC and its representative(s), employee(s) and/or agent(s) for their violations of the FDCPA as described above.

78. Fuller is vicariously liable for the unlawful collection activities carried out by MOUNTAIN RUN SOUTIONS, LLC.

79. As a result of the foregoing violation of the FDCPA, Carter and Fuller are liable to the Plaintiff for actual damages, statutory damages, and costs and attorney's fees.

WHEREFORE, Plaintiff BROOKE SANCHEZ, respectfully requests judgment be entered against MOUNTAIN RUN SOUTIONS, LLC, CHRIS CARTER, Individually, and BRIAN FULLER, Individually, both jointly and severally for the following:

- a. Statutory damages of \$1,000.00 pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k;
- b. Costs and reasonable attorneys' fees pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k; and
- c. Any other relief that this Honorable Court deems appropriate.

**COUNT II:  
DEFENDANTS MOUNTAIN RUN SOLUTIONS, LLC, CHRIS CARTER, BRIAN FULLER, AND MONITRONICS INTERNATIONAL, INC. VIOLATED THE FLORIDA CONSUMER COLLECTION PRACTICES ACT**

80. Plaintiff repeats and realleges paragraphs one (1) through sixty-seven (67) of Plaintiff's Complaint as the allegations in Count II of Plaintiff's Complaint.

81. Defendants violated the FCCPA based on the following:

- a. Defendants violated § 559.72(7) of the FCCPA by willfully communicating with the debtor or any member of her or his family with such frequency as can reasonably be expected to harass the debtor or her or his family, or willfully engaging in other conduct which can reasonably be expected to abuse or harass the debtor or any member of her or his family, when Defendants called Plaintiff's telephone every day, and when Defendants attempted to collect a debt from Plaintiff that Plaintiff does not owe;
- b. Defendants violated § 559.72(9) of the FCCPA by claiming, attempting, or threatening to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist, when Defendants attempted to collect a debt from Plaintiff that Plaintiff does not owe.

c. Defendant Brinks additionally violated § 559.72(7) and (9) of the FCCPA by selling a debt it knows that Plaintiff does not owe, or by hiring a debt collector to collect a debt it knows Plaintiff does not owe.

82. As alleged above, Defendant MOUNTAIN RUN SOUTIONS, LLC is a debt collector as defined by the FDCPA.

83. As alleged above, Defendants Carter and Fuller are debt collectors as defined by the FDCPA.

84. Carter has the burden to monitor the activities of MOUNTAIN RUN SOUTIONS, LLC.

85. Fuller has the burden to monitor the activities of MOUNTAIN RUN SOUTIONS, LLC.

86. MOUNTAIN RUN SOUTIONS, LLC violated the FCCPA.

87. By influencing and/or controlling the conduct of MOUNTAIN RUN SOUTIONS, LLC, Carter is liable for the act(s) and omission(s) of MOUNTAIN RUN SOUTIONS, LLC and its representative(s), employee(s) and/or agent(s) for their violations of the FCCPA as described above.

88. Carter is vicariously liable for the unlawful collection activities carried out by MOUNTAIN RUN SOUTIONS, LLC.

89. By influencing and/or controlling the conduct of MOUNTAIN RUN SOUTIONS, LLC, Fuller is liable for the act(s) and omission(s) of MOUNTAIN RUN SOUTIONS, LLC and its representative(s), employee(s) and/or agent(s) for their violations of the FCCPA as described above.

90. Fuller is vicariously liable for the unlawful collection activities carried out by MOUNTAIN RUN SOUTIONS, LLC.

91. As a result of the foregoing violations of the FCCPA, Carter and Fuller are liable to the



Plaintiff for actual damages, punitive damages, statutory damages, and costs and attorney's fees.

92. As alleged above, Defendant Brinks is a debt collector as that term is defined by the FCCPA.

93. Defendant Brinks engaged the services of fellow debt collectors MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller, to collect the alleged debt from Plaintiff.

94. Brinks has the burden to monitor the activities of Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller.

95. Brinks is vicariously liable for the unlawful collection activities carried out by Defendants MOUNTAIN RUN SOUTIONS, LLC, Carter, and Fuller.

96. Brinks is directly liable for causing a debt to be collected which Brinks knows Plaintiff does not owe.

97. As a result of the foregoing violations of the FCCPA, Brinks is liable to the Plaintiff for actual damages, punitive damages, statutory damages, and costs and attorney's fees.

WHEREFORE, Plaintiff, BROOKE SANCHEZ, respectfully requests judgment be entered against Defendants, MOUNTAIN RUN SOUTIONS, LLC, CHRIS CARTER, Individually, BRIAN FULLER, Individually, and MONITRONICS INTERNATIONAL, INC., d/b/a BRINKS both jointly and severally for the following:

- a. Statutory damages of \$1,000.00 pursuant to the Florida Consumer Collection Practices Act, Fla. Stat. § 559.77;
- b. Costs and reasonable attorneys' fees pursuant to the Florida Consumer Collection Practices Act, Fla. Stat. § 559.77;
- c. Punitive damages and equitable relief, including enjoining Defendant from further

violations, pursuant to Florida Consumer Collection Practices Act, Fla. Stat. § 559.77(2); and

- d. Any other relief that this Honorable Court deems appropriate.

**COUNT III:  
DEFENDANTS MOUNTAIN RUN SOLUTIONS, LLC, CHRIS CARTER, BRIAN FULLER, AND MONITRONICS INTERNATIONAL, INC. VIOLATED THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

98. Plaintiff repeats and realleges paragraphs one (1) through sixty-seven (67) of Plaintiff's Complaint as the allegations in Count III of Plaintiff's Complaint.

99. Defendants violated the FDUTPA based on the following:

- a. Defendants' above-detailed conduct, namely selling and/or attempting to collect a debt that Defendants know the Plaintiff does not owe, amounts to deceptive acts or unfair practices pursuant to the FDUTPA;
- b. Defendants' above-detailed conduct is a direct and proximate cause of Plaintiff's injuries; and
- c. Plaintiff sustained actual damages as a result of Defendants' above-detailed conduct.

WHEREFORE, Plaintiff, BROOKE SANCHEZ, respectfully requests judgment be entered against Defendants, MOUNTAIN RUN SOLUTIONS, LLC, CHRIS CARTER, Individually, BRIAN FULLER, Individually, and MONITRONICS INTERNATIONAL, INC., d/b/a BRINKS both jointly and severally for the following:

- a. Actual damages in an amount to be determined at the final evidentiary hearing, pursuant to § 501.207 of the FDUTPA;
- b. Costs and reasonable attorneys' fees pursuant to § 501.2105 of the FDUTPA; and

- c. Any other relief that the presiding arbitrator deems appropriate.

**COUNT IV:  
SURETY LIABILITY  
WESTERN SURETY COMPANY**

- 100. Plaintiff repeats and realleges paragraphs one (1) through ninety-nine (99) of Plaintiff's Complaint as the allegations in Count IV of Plaintiff's Complaint.
- 101. Western is a South Dakota business corporation based in the City of Sioux Falls, Minnehaha County, State of South Dakota.
- 102. Western is a bonding company.
- 103. Western is the surety for MOUNTAIN RUN SOUTIONS, LLC in its home state of Utah.
- 104. "If a bond becomes forfeited or the sureties for it become liable upon it, any person injured by the acts of forfeiture or by the acts resulting in the sureties' liability, or who by law is entitled to the benefit of the security, may maintain an action on the bond in his own name against the person giving the bond and against the sureties to recover the amount of the bond to which he may be entitled." Utah Code 12-1-2(3).
- 105. Plaintiff sues Western in its role as surety to its principal, MOUNTAIN RUN SOUTIONS, LLC, for its violations of the FDCPA, FCCPA, and FDUTPA.
- 106. Plaintiff is eligible to make a claim against the bond issued by Western.

WHEREFORE, Plaintiff, BROOKE SANCHEZ, respectfully requests judgment be entered against Defendant, WESTERN SURETY COMPANY, for the following:

- a. Actual damages pursuant to the FDCPA, FCCPA, and FDUTPA;
- b. Statutory damages of \$1,000.00 pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k.

- c. Costs and reasonable attorneys' fees pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k, the FCCPA, and the FDUTPA.
- d. Punitive damages and equitable relief, including enjoining Defendant from further violations, pursuant to Florida Consumer Collection Practices Act, Fla. Stat. § 559.77(2); and
- e. Any other relief that this Honorable Court deems appropriate.

RESPECTFULLY SUBMITTED,

DATED: November 23, 2022

By: /s/ Shireen Hormozdi Bowman  
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