

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

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|------------------------------|---|-------------------|
| KATHY and ZACHARY GRISWOLD, | § | |
| | § | |
| Plaintiffs, | § | |
| | § | |
| vs. | § | Civil Action No.: |
| | § | |
| COLUMBIA DEBT RECOVERY d/b/a | § | |
| GENESIS, GREP SOUTHWEST, LLC | § | |
| D/B/A GREYSTAR, and EQUIFAX | § | |
| INFORMATION SERVICES, LLC, | § | |
| | | |
| Defendants. | | |

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Kathy and Zachary Griswold (hereinafter “Plaintiffs”) file this Complaint against defendants COLUMBIA DEBT RECOVERY d/b/a GENESIS GREP SOUTHWEST, LLC D/B/A GREYSTAR, and EQUIFAX INFORMATION SERVICES, LLC, for violation of the Fair Debt Collection Practices Act (hereinafter “FDCPA”), 15 U.S.C. § 1692 *et seq.*, Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, and the Texas Debt Collection Practices Act (hereinafter “TDCPA”), Tex. Fin. Code § 392.000 *et seq.*, and in support thereof, states as follows:

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices can cause personal bankruptcies, marital instability, loss of jobs, and invasion of individual privacy. Congress wrote the FDCPA, to eliminate these abusive debt

collection practices by debt collectors, and also to ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged and to promote consistent state action to protect consumers against debt collection abuses.

2. Similarly, the Texas legislature enacted the TDCPA to further eliminate abusive debt collection practices by debt collectors, to further ensure that the debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged and to promote consistent state action to protect consumers against debt collection abuses.

3. Plaintiffs, by their attorney, brings this action to challenge the actions of Defendant regarding its conduct to collect a debt allegedly owed unlawfully and abusively, which conduct caused damages to Plaintiffs.

4. Plaintiffs makes these allegations on information and belief, except for those allegations that pertain to another plaintiff, or to Plaintiffs' counsel, which Plaintiffs allege on personal knowledge.

5. While many violations are described below with specificity, this Complaint alleges violations of the statute cited in its entirety.

6. Unless otherwise stated, all the conduct engaged in by each Defendant took place in Texas.

7. Any violation by each Defendant was knowing, willful, and intentional.

8. Each Defendant did not maintain procedures reasonably adapted to avoid any such violation.

9. Unless otherwise indicated, the use of each Defendant's name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of each Defendant so named.

JURISDICTION & VENUE

10. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692, and 28 U.S.C. § 1367 for supplemental state claims.

11. This action arises out of Defendants' violations of the FDCPA, TDCPA, and the FCRA.

12. Each Defendant conducts business within the state of Texas, and, consequently, the Court has personal jurisdiction over each Defendant.

13. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i) each Plaintiff reside in the Collin County, Texas which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and, (iii) each Defendant conducted business within this judicial district at all times relevant.

PARTIES

14. Plaintiffs Kathy and Zachary Griswold are natural persons who reside in the County of Collin, State of Texas, from and about whom Defendants sought to collect a Debt and reported negative credit information.

15. Columbia Debt Recovery d/b/a Genesis ("Genesis") is a foreign limited liability company doing business in the state of Texas.

16. Defendant Genesis may be served with process c/o its registered agent Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company at 211 E. 7th Street, Suite 620, Austin, Texas 78701.

17. Defendant Equifax Information Services ("Equifax") is a data collection company based in Atlanta, Georgia, transacting business throughout the State of Texas.

18. Defendant Equifax may be served with process at Corporation Service Company,

211 E. 7th Street, Suite 620, Austin, TX 78701-3218.

19. Defendant GREP Southwest, LLC d/b/a Greystar (“Greystar”) manages apartments for owner Wellington Apartments, LLC, and the Community CoLab (“CoLab”) and may be served with process at 18 Broad Street, Charleston, South Carolina 29403.

FACTUAL ALLEGATIONS

20. Defendant Genesis has made phone calls, sent collection letters, and reported derogatory credit information to collect an alleged debt for \$15,330.00 on behalf of Genesis regarding an alleged CoLab lease under File No./ Acct. No. 28410818 (the “Debt”).

21. The Debt was generated from an application to lease an apartment at CoLab submitted by plaintiff Zachary Griswold in February 2020 when he was looking for student housing for his first year of college at the University of Colorado, Denver.

22. Specifically, on February 28, 2020, Plaintiff Zachary Griswold electronically signed a document termed “LEASE APPLICATION AGREEMENT,” which he understood was an application to be put on a list to apply for a room.

23. As part of the application process, because he was in high school at the time and he had no credit history, he was required to name a guarantor, at which time he listed his mother Kathy Griswold as his guarantor.

24. After submitting the application for the lease, however, the COVID-19 pandemic shutdown the institutions around the country, including the University of Colorado, Denver, and Plaintiff Zachary Griswold decided to delay signing a lease until the college reopened its campus.

25. After he signed the lease application he did not hear back from CoLab until July 16, 2020, when Greystar emailed Plaintiff Zachary notifying him that he was matched with a room “according to the preferences listed on [his] housing application.” The email notification also

contained a link and asked Plaintiff to click on the link to sign the lease document.

26. On or about the same day, Plaintiff Zachary Griswold made a phone call to Greystar, informing Greystar that he was not going to Denver in Fall 2020 to attend college; he followed up his phone call with an email on July 26, 2020.

27. Surprisingly, in or around October 2, 2020, prior to the termination of the alleged lease, Greystar emailed Plaintiffs a bill for \$15,330.00 termed “SUMMARY OF MOVE OUT CHARGES” with a move-out date of September 1, 2020.

28. Plaintiffs were shocked to find out that without his knowledge or consent, Greystar apparently falsely, fraudulently, and deceptively opened a lease account under Plaintiffs’ names at the time of his lease application on which it opened an account of added charges for the full term of the alleged lease.

29. Without Plaintiffs’ knowledge, however, when they he applied for a lease, Greystar deceptively originated a lease at the time of the lease application.

30. Plaintiffs never completed the lease documentation and neither moved in nor out of the apartment, and was in fact contacted to sign lease documents after his lease application.

31. Thereafter, after forcing Plaintiffs into a lease they did not complete and sign, Greystar generated the Debt and began collection activity against Plaintiffs.

32. Greystar falsely, fraudulently, and deceptively created a lease from an electronic lease *application* to rent an apartment.

33. Plaintiffs immediately and always disputed the debt with CoLab.

34. Greystar transferred the Debt to Genesis for collections around January 2022.

35. In or around January 2022, Plaintiffs were contact by Genesis regarding the Debt.

36. Plaintiffs immediately disputed the debt with Genesis.

37. Despite Plaintiffs' dispute of the Debt, Genesis reported the Debt to all three credit reporting agencies, including Trans Union LLC, Experian Information Solutions, Inc, and Equifax.

38. Moreover, Genesis misleadingly and inaccurately reported the Debt as in delinquency status without notating that the Debt was disputed, despite having directedly received a dispute on this Debt.

39. After Plaintiff received notice of the delinquent Genesis credit reporting, Plaintiff disputed the Debt with Equifax.

40. While Trans Union and Experian removed the negative credit reporting after Plaintiff disputed the Debt, Equifax failed to remove the negative credit reporting.

41. Since the delinquent credit reporting by Genesis appeared on her credit report, Plaintiff Kathy Griswold's credit score dropped by one hundred points.

42. In addition, Plaintiff Zachary, who had postponed college until colleges fully reopened their campuses, has decided to return to college this Fall of 2022, but has delayed applying for another student apartment with Plaintiff Kathy Griswold for Fall 2022 due to Genesis's negative credit reporting on the Debt.

CAUSES OF ACTION CLAIMED BY PLAINTIFFS

**COUNT I
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692 AGAINST GREYSTAR AND GENESIS**

43. Plaintiffs repeat, reallege, and incorporate by reference, all other paragraphs.

44. Defendants' phone calls and letters to Plaintiffs, including the February, 2022 letter to Plaintiff, is a "communication" as that term is defined by 15 U.S.C. § 1692a(2).

45. Each Plaintiff is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

46. The Debt generated by Greystar which Genesis sought to collect constitutes a

“debt” as that term is defined by 15 U.S.C. § 1692a(5).

47. The Debt was incurred primarily for personal, family or household purposes and constitutes a “debt” as that term is defined by 15 U.S.C. §1692a(5).

48. The principal purpose of Defendants’ business is the collection of debts using the mail and telephone and other means.

49. Defendants regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money, property, or services which are the subject of the transactions are primarily for personal, family, or household purposes.

50. Each Defendant is a person who uses the instrumentality of interstate commerce or the mail in a business, the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, as in the case of Wellington here, and therefore each Defendant is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6).

51. Section 1692e(2) of the FDCPA prohibits false or misleading representations or means in connection with debt collection, including as to the character, amount and legal status of a debt.

52. Section 1692e(8) of the FDCPA prohibits a debt collector from threatening or communicating false credit information, including the failure to communicate that the debt is disputed.

53. Section 1692f(1) prohibits an attempt to collect any amount not authorized by the agreement creating the Debt or permitted by law.

54. Defendants misrepresented the character, amount, and status of the Debt in alleging

that it arose from a lease and/or breach of a lease when Plaintiffs submitted only an application for a lease and did not enter into a lease, in violation of section 1692e(2) of the FDCPA.

55. Further upon receipt of Plaintiffs' several letters disputing the Debt, Defendants were obligated report the debt as disputed to the credit reporting agencies, which Defendants failed to do, in violation of section 1692e(8) of the FDCPA.

56. Moreover, Plaintiffs have no lease with Defendants, and the Debt was not authorized by an agreement, in violation of section 1692f(1) of the FDCPA.

57. Defendants' actions caused Plaintiffs actual damages in the form of damage to credit, delayed credit opportunities, and emotional distress, mental anguish, which anguish manifested itself in symptoms including but not limited to stress, anxiety, embarrassment, worry, sleeplessness, hopelessness, helplessness, symptoms all which negatively impacted thier personal and professional relationships and compounded their symptoms.

58. As a result of each and every violation of the FDCPA, Plaintiffs are entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1), statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A), and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendants.

COUNT II
VIOLATION OF THE FCRA
15 U.S.C. § 1681
(AGAINST ALL DEFENDANTS)

59. Plaintiffs incorporate by reference all of the above paragraphs of the Complaint as though fully set forth herein.

60. The foregoing acts and omissions constitute numerous and multiple violations of the FCRA.

61. The FCRA requires credit reporting agencies to follow reasonable procedures to

ensure “maximum possible accuracy” when preparing consumer reports. 15 U.S.C. § 1681e(b).

62. The FCRA also requires credit reporting agencies to conduct and complete a reasonable investigation to determine whether disputed information is inaccurate. 15 U.S.C. § 1681i(a)(1)(A).

63. The FCRA requires furnishers of information to conduct an investigation of disputed items on receipt of notice of a dispute from a credit reporting agency. 15 U.S.C. 1681s-2(b).

64. As a result of each and every negligent violation of the FCRA, Plaintiffs are entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from Defendants.

65. As a result of each and every willful violation of the FCRA, Plaintiffs are entitled to actual damages or damages of not less than \$100 and not more than \$1,000 and such amount as the court may allowed for all other class members, pursuant to 15 U.S.C. § 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from Defendants.

COUNT III
VIOLATION OF THE TEXAS DEBT COLLECTIONS PRACTICES ACT
TEX. FIN. CODE §§ 392.303(a)(2)
(AGAINST GREYSTAR AND GENESIS)

66. Plaintiffs incorporate by reference all the above paragraphs of this Complaint as though fully stated herein.

67. Each Plaintiff is a “consumer” as that term is defined by Tex. Fin. Code § 392.001(1).

68. This action arises out of a “consumer debt” as that term is defined by Tex. Fin. Code § 392.001(2).

69. Plaintiffs are informed and believe, and thereon allege, that Defendants, in the ordinary course of business, regularly, on behalf of itself or others, engage in “debt collection” as that term is defined by Tex. Fin. Code § 392.001(5), and are therefore “debt collector(s)” as that term is defined by Tex. Fin. Code § 392.001(6).

70. The foregoing acts and omissions constitute numerous and multiple violations of the TDCPA, including Tex. Fin. Code § 392.303(a)(2) for collecting or attempting to collect interest or charge, fee, or expense incidental to the debt obligation unauthorized by the underlying debt agreement or legally chargeable to consumer by the state of Texas.

71. As a result of each and every violation of the TDCPA, Plaintiffs are entitled to actual damages pursuant to Tex. Fin. Code § 392.403(a)(2), statutory damages for a knowing or willful violation in an amount not less than \$100.00 for each violation of this chapter, and reasonable attorney’s fees and costs pursuant to Tex. Fin. Code § 392.403(b) from each Defendant.

DEMAND FOR JURY TRIAL

52. Please take notice that Plaintiffs demand a trial by jury in this action.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs pray that judgment be entered against Defendants as follows:

- A. A finding that Defendant Greystar and Genesis violated 15 U.S.C. 1692 *et seq.*;
- B. A finding that Defendant Greystar and Genesis violated Tex. Fin. Code § 392.303(a)(2);
- C. An award of actual, statutory, punitive damages, attorney’s fees, and costs in an amount to be determined at trial, pursuant to 15 U.S.C. § 1692k(a) and Tex. Fin. Code § 392.403(a)(2), against Defendants Greystar and Genesis;
- D. An award of actual, statutory, punitive damages, attorney’s fees, and costs in an

amount to be determined at trial, pursuant to 15 U.S.C. § 1692 *et seq.* and Tex. Fin. Code § 392.403 *et seq.*, against Defendants Greystar and Genesis;

E. A finding that Equifax violated 15 U.S.C. 1681 *et seq.*

F. An award of actual, statutory, punitive damages, attorney's fees, and costs in an amount to be determined at trial, pursuant to 15 U.S.C. § 1681 *et seq.*, against Equifax;

G. An injunction preliminarily and permanently enjoining Defendants from engaging in the unlawful debt collection practices stated herein; and

H. Any and all other relief that this Court deems just and proper.

Dated: December 7, 2022

Respectfully submitted,

/s/ Jason A. LeBoeuf

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