

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

TYLER AMOS,)	
)	
Plaintiff,)	
)	
v.)	No.
)	
MOUNTAIN RUN SOLUTIONS LLC; and)	
WESTERN SURETY COMPANY,)	
)	
Defendants.)	

PLAINTIFF’S COMPLAINT

Plaintiff, TYLER AMOS, by and through his attorney, Chauntel D. Bland, alleges the following against Defendants, MOUNTAIN RUN SOLUTIONS LLC and WESTERN SURETY COMPANY (“Mountain Run” and “Western” respectively and “Defendants” collectively):

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 surety liability.

JURISDICTION AND VENUE

3. This court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337, and 15 U.S.C. § 1692k (FDCPA).
4. 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.”

5. 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

6. Plaintiff is a natural person residing in City of Greer, Greenville County, State of South Carolina.
7. Plaintiff is a consumer as that term is defined by the FDCPA.
8. Plaintiff allegedly owes a debt as that term is defined by the FDCPA.
9. Mountain Run is a debt collector as that term is defined by the FDCPA.
10. Within the last year, Mountain Run attempted to collect a consumer debt from Plaintiff.
11. Mountain Run is a Utah limited liability company headquartered in the City of Orem, Utah County, State of Utah.
12. Mountain Run is a business entity engaged in the collection of debt within the State of South Carolina.
13. The principal purpose of Mountain Run's business is the collection of debts allegedly owed to, or originally owed to, third parties.
14. Mountain Run regularly collects, or attempts to collect, debts allegedly owed to, or originally owed to, third parties.
15. During the course of its attempts to collect debts allegedly owed to, or originally owed to, third parties, Mountain Run 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.
16. Mountain Run acted through its agents, employees, officers, members, directors, heirs,

successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.

FACTUAL ALLEGATIONS

17. Mountain Run is attempting to collect a consumer debt from Plaintiff, which allegedly arises from an unpaid Vivint account (Account No. 101045741).
18. At all times relevant hereto, Mountain Run owned the alleged debt.
19. Plaintiff's alleged debt owed arises from transactions for personal, family, or household purposes.
20. In or around June 2022, Mountain Run began placing telephone calls/text messages to Plaintiff at 615-605-5150, in an attempt to collect the alleged debt. (A true-and-correct copy of one such text message is attached hereto as Exhibit A).
21. Mountain Run collection calls/sends text messages to Plaintiff from 385-327-7757, which is one of Mountain Run's telephone numbers.
22. *Arguendo*, if Plaintiff does owe the alleged debt, it would have been incurred in approximately 2016.
23. There have been no further transactions with regard to the alleged debt since approximately 2016.
24. The applicable statute of limitations in South Carolina to bring legal action to collect on the alleged debt is no more than (3) three years.
25. The statute of limitations has long passed for bringing legal action against Plaintiff to collect on the alleged debt.
26. In its communications with Plaintiff regarding the alleged debt:
 - a. Mountain Run attempted to collect a time-barred debt from Plaintiff without disclosing that Mountain Run could not sue Plaintiff to collect on the alleged debt;

- b. Mountain Run attempted to collect a time-barred debt from Plaintiff without disclosing that a partial payment on the alleged debt could revive/reset the statute of limitations; and
 - c. Mountain Run attempted to collect a time-barred debt from Plaintiff without disclosing that a promise to pay the alleged debt could revive/reset the statute of limitations.
27. The above-referenced text message also includes a deadline of July 31, 2022 to settle the alleged debt for a discounted amount.
28. In the context of a time-barred debt, setting an arbitrary deadline creates a false sense of urgency and implies that Plaintiff could potentially face legal action if he does not settle the alleged debt, even if it is for a reduced amount.
29. Mountain Run is time-barred from taking legal action against Plaintiff.
30. To date, Mountain Run has not sued Plaintiff.
31. Mountain Run has never intended to sue Plaintiff.
32. The natural consequences of Mountain Run's actions were to unjustly condemn and vilify Plaintiff for his non-payment of the debt Plaintiff allegedly owed.
33. The natural consequences of Mountain Run's actions were to produce an unpleasant and/or hostile situation between Mountain Run and Plaintiff.
34. Mountain Run's above-referenced conduct further affected Plaintiff in a personal and individualized way by causing Plaintiff to experience anger, stress, worry, frustration, embarrassment, and emotional distress.
35. Mountain Run's actions constitute an invasion of Plaintiff's individual privacy and Plaintiff has suffered a concrete and particularized injury to his legally protected interest

of her individual privacy.

**COUNT I:
MOUNTAIN RUN SOLUTIONS, LLC VIOLATED THE FAIR DEBT COLLECTION
PRACTICES ACT**

36. Mountain Run violated the FDCPA based on the following:

- a. Mountain Run 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 Mountain Run engaged in all of the foregoing misconduct;
- b. Mountain Run 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 Mountain Run, at least, created the false impression on Plaintiff that Mountain Run was permitted by law to violate debt collection laws with impunity;
- c. Mountain Run violated § 1692e(2)(A) of the FDCPA by its false representation of the character, amount, or legal status of any debt when it attempted to collect a time-barred debt without making required disclosures;
- d. Mountain Run further violated § 1692e(2)(A) of the FDCPA by making empty vague and veiled threats of legal action, on a time-barred debt, with the false sense of urgency it created with setting of an arbitrary deadline to settle the alleged debt;
- e. Mountain Run violated § 1692e(5) of the FDCPA by its threat to take any action that cannot legally be taken or that is not intended to be taken by making empty vague and veiled threats of legal action, on a time-barred debt, with the false sense of urgency it created with setting of an arbitrary deadline to settle the alleged debt;
- f. Mountain Run violated § 1692e(10) of the FDCPA by its use of any false,

deceptive, or misleading representation or means in connection with the collection of any debt when Mountain Run, at least, created the false impression on Plaintiff that Mountain Run was permitted by law to violate debt collection laws with impunity; and

- g. Mountain Run violated § 1692g(b) of the FDCPA by engaging in collection activities and communication that overshadowed or was inconsistent with the disclosure of the consumer's right to dispute the debt by making empty vague and veiled threats of legal action, on a time-barred debt, with the false sense of urgency it created with setting of an arbitrary deadline to settle the alleged debt.

WHEREFORE, Plaintiff, TYLER AMOS, respectfully requests judgment be entered against Defendant, MOUNTAIN RUN SOLUTIONS LLC, for the following:

- a. Actual damages pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k;
- 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' pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692k; and
- d. Any other relief that this Honorable Court deems appropriate.

**COUNT II:
SURETY LIABILITY
WESTERN SURETY COMPANY**

- 37. Plaintiff repeats and realleges paragraphs 1-36 of Plaintiff's Complaint as the allegations in Count II of Plaintiff's Complaint.
- 38. Western is a South Dakota business corporation based in the City of Sioux Falls,

Minnehaha County, State of South Dakota.

39. Western is a bonding company.
40. Western is the surety for Mountain Run in its home state of Utah.
41. "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).
42. Plaintiff sues Western in its role as surety to its principal, Mountain Run, for its violations of the FDCPA.
43. Plaintiff is eligible to make a claim against the bond issued by Western.

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

44. Actual damages pursuant to the FDCPA and TDCA;
45. Statutory damages of not less than \$1,000.00 pursuant to the FDCPA and TDCA;
46. Costs and reasonable attorneys' pursuant to the FDCPA and TDCA; and
47. Any other relief that this Honorable Court deems appropriate.

DATED: May 4, 2023

Respectfully submitted,

By: /s/ Chauntel D. Bland

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