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10 **Attorney for Plaintiff**

11 **SAN FRANCISCO COUNTY SUPERIOR COURT,**

12 **STATE OF CALIFORNIA**

13 **CGC-24-614179**

14 RYAN CONNOR GREENWALD,) Case No.
15 Plaintiff,) Assigned for All Purposes to:
16 v.) Hon.
17 COLUMBIA DEBT RECOVERY, LLC,) Dept.
18 437 HILL MIDRISE, LLC,) Complaint Filed:
and DOES 1 through 100 inclusive,)
Defendants.) COMPLAINT FOR
) 1. Violation of California Consumer
) Credit Reporting Agencies Act (Civil
) Code § 17825.25 (a))
)
)

19 Plaintiff alleges as follows:

20 **PARTIES**

- 21 1. Plaintiff RYAN CONNOR GREENWALD, an individual, brings this action on behalf of
22 himself. Plaintiff was a resident of the state of California during the relevant time
23 frame and is a competent adult.
- 24 2. Plaintiff is informed and believes and thereupon alleges, that Defendant COLUMBIA
25 DEBT RECOVERY, LLC (CDR), is now, and at all times mentioned in this Complaint,
26 a limited liability company with its principal place of business in Everett, Washington,
27 that does extensive business in the State of California.
- 28

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/25/2024
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

1 3. Plaintiff is informed and believes and thereupon alleges, that Defendant 437 HILL
2 MIDRISE, LLC (437 Hill), is now, and at all times mentioned in this Complaint, was a
3 limited liability company with its principal place of business in San Francisco,
4 California and which does business in the State of California.

5 4. Plaintiff does not know the true names or capacities of the Defendants sued herein as
6 DOES 1 through 100 inclusive, and therefore sues these Defendants by such fictitious
7 names. Plaintiff will amend this complaint to allege their true names and capacities
8 when ascertained. Plaintiff is informed and believes, and thereon alleges, that each of
9 these fictitiously named Defendants is responsible in some manner for the
10 occurrences herein alleged, and that Plaintiff's damages as herein alleged were
11 proximately caused by those defendants. Each reference in this complaint to
12 "Defendant" or "Defendants" or to a specifically named defendant refers also to all
13 defendants sued under fictitious names.

14 5. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned each of the Defendants, including all Defendants sued under fictitious
16 names, and each of the persons who are not parties to this action but are identified by
17 name or otherwise throughout this complaint, was the alter ego of each of the
18 remaining defendants, was the successor in interest or predecessor in interest, and
19 was the agent and employee of each of the remaining defendants and in doing the
20 things herein alleged was acting within the course and scope of this agency and
21 employment.

22 **FIRST CAUSE OF ACTION FOR VIOLATION OF THE CONSUMER CREDIT**
23 **REPORTING AGENCIES ACT, CIVIL CODE § 1785. ET. SEQ., AGAINST**
24 **DEFENDANTS FOR FURNISHING INACCURATE OR MISLEADING CREDIT**
25 **INFORMATION**

26 6. Plaintiff incorporates in this cause of action the allegations contained in paragraphs 1
27 through 5, inclusive.
28

- 1 7. California Civil Code § 1785.25 (a) provides: “A person shall not furnish information
2 on a specific transaction or experience to any consumer credit reporting agency if the
3 person knows or should know the information is incomplete or inaccurate.” This
4 statute is part of the California Consumer Reporting Agencies Act.
- 5 8. Defendants CDR and 437 Hill are “persons” and Plaintiff is a consumer within the
6 meaning of section 1785.3 (b) of the California Consumer Credit Reporting Agencies
7 Act in that he is a natural individual and defendants are companies.
- 8 9. On or about December 2, 2019, Plaintiff’s former friends, Sara Peterka and Katherine
9 Peterka (Peterka sisters), wanted to rent an apartment at “Trademark Apartments” in
10 Los Angeles, California, which was owned by Defendant 437 Hill. Trademark
11 Apartments management advised them that they did not qualify unless another
12 person also signed the lease, so they requested Plaintiff’s assistance.
- 13 10. Plaintiff met with management at Trademark and explained he had no desire to live
14 in the apartment and already had a home, but would help his friends if it was possible
15 to do so without making him a guarantor of the tenants. Management explained that
16 it was not necessary for him to sign a personal guaranty, but if he signed as a tenant
17 even though he was not going to live there, then he would not be responsible for their
18 financial obligations beyond the term of the one-year lease.
- 19 11. This seemed a reasonable proposition to Plaintiff, so he agreed to it. At the direction
20 of management, he signed the lease as a “tenant” as did the Peterka sisters. The lease
21 went into effect for one year from November 30, 2019, although Plaintiff did not sign
22 it until December 3, 2019.
- 23 12. Of course, this was a scant few months before the Covid-19 pandemic, so things did
24 not develop as anticipated.
- 25 13. After Plaintiff signed the lease, he left and never resided at the Trademark Apartments,
26 a fact well known and approved by management.
- 27 14. The Peterka sisters started to make their rent payments but apparently stopped paying
28 after March 2020.

1 15. The sisters applied for Covid-19 rental relief and eventually were granted almost
2 \$53,000 which was paid to management. This covered their tenancy from April 2020
3 to September 2021. In other words, Trademark was paid in full for rent through the
4 entire period of the one-year lease as well as another 9-10 months of the period of time
5 during which the sisters were holdover tenants after their lease expired.

6 16. Plaintiff is informed and believes and thereupon alleges that the sisters remained
7 holdover tenants until approximately July 2022.

8 17. Defendants claim the rent for that time period which is still owed was approximately
9 \$30,000.

10 18. Inasmuch as Plaintiff was only responsible for rent for the one-year lease term, he was
11 not responsible for any rent after November 2020 and therefore none of the \$30,000
12 Defendants claim is still owed is owed by Plaintiff.

13 19. It appears that Trademark was unable to recover the back rent owed from the sisters,
14 so it decided to pressure Plaintiff to pay it, despite the fact he had no legal obligation
15 to do so. First, they harassed him with correspondence from management and then
16 they retained Defendant CDR to try to collect the debt.

17 20. In or about November 2023, Defendant CDR, at the specific instruction of and with
18 authorization from Defendant 437 Hill, furnished inaccurate and incomplete
19 information to consumer reporting agencies about the rental debt. Defendant CDR
20 relied entirely on Defendant 437 Hill to inform it how much rental debt was owed and
21 by whom (i.e., that Plaintiff owed it). The information furnished included the
22 inaccurate and incomplete statement that Plaintiff owed \$32,597 in unpaid rent from
23 the subject property. This information was last updated and furnished by Defendant
24 CDR in March 2024. This information is set to remain on Plaintiff's record until
25 November 2030. The information is false and inaccurate because Plaintiff does not
26 and did not owe any money in relation to the unpaid rent for the reasons outlined
27 above.

28 21. Defendants knew or should have known the information they furnished was

- 1 inaccurate or incomplete.
- 2 22. As a result of Defendants' actions, one or more of the credit reporting agencies
3 continues to falsely report the status of the account on each Plaintiff's credit report
4 through the current date and likely will continue to do so in the future.
- 5 23. Consequently, all creditors or potential creditors who obtain credit reports about
6 Plaintiff will receive reports containing the inaccurate information furnished by
7 Defendants and this inaccurate and incomplete information will be included in the
8 calculations made by the reporting agencies to generate credit scores.
- 9 24. Accordingly, Defendants violated Civil Code § 1785.25 (a) each time they furnished
10 inaccurate or incomplete information about the account to a reporting agency.
- 11 25. Plaintiff suffered actual damages as a result of the violation of Civil Code § 1785.25 (a)
12 as set forth above in that his credit score and credit rating was adversely impacted by
13 the false reporting of the debt. Before this information was reported on his credit
14 report, his score was around 772, after the information was reported, his score
15 dropped about 86 points to 686. Plaintiff has no other negative marks being reported
16 besides this collection account, meaning the reporting of this collection account was
17 the main reason for the credit drop.
- 18 26. In addition, Plaintiff suffered actual damages in the form of emotional distress, pain
19 and suffering, humiliation, and injury to reputation.
- 20 27. Plaintiff has also had to divert time from his busy work schedule to attempt to remedy
21 the harm caused by Defendants' illegal conduct.
- 22 28. Plaintiff is entitled to recover actual damages pursuant to Civil Code § 1785.31 (a) (2)
23 (A) including court costs, loss of wages, attorney's fees and pain and suffering in an
24 amount according to proof.
- 25 29. Plaintiff is entitled to recover punitive damage pursuant to Civil Code § 1785.31 (a) (2)
26 (B) in the amount of \$5,000 against Defendants because each violation was a willful
27 violation in that Defendants intentionally and knowingly furnished inaccurate or
28 incomplete information to the consumer reporting agencies.

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