

THE HONORABLE JAMES L. ROBART

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

ADAMA JAMMEH and OUMIE SALLAH,
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

HNN ASSOCIATES, LLC, GATEWAY, LLC,
COLUMBIA DEBT RECOVERY, LLC, d/b/a
GENESIS CREDIT MANAGEMENT, LLC,
and WILLIAM WOJDAK,

Defendants.

NO. 2:19-cv-00620 JLR

**SECOND AMENDED COMPLAINT
FOR CLASS ACTION AND
DAMAGES**

JURY DEMAND

I. INTRODUCTION

1.1 Affordable rental housing is in high demand in the Seattle area. This tight rental market results in profitable business opportunities for landlords. The landlord’s market power is further enhanced by the knowledge that any former tenant, especially a low-income tenant, will have extreme difficulty finding new housing if a prior landlord claims past amounts due from that tenant. This power disparity attracts predators willing to abuse the market advantage they have over tenants, inflate amounts claimed as owed, create false amounts owed, deceive tenants into paying money they do not owe, and violate state and federal law in the process.

1 1.2 Plaintiff Adama Jammeh rented an apartment at the Gateway Apartments in
2 Everett, Washington. Her sister, Plaintiff Oumie Sallah co-signed the lease. Despite consistently
3 paying their rent in full and on time, they were given a 3-day notice to quit for allegedly making
4 an inaccurate, but immaterial, statement on their tenant application. The landlord then ignored
5 their repeated requests for a “move-out inspection.” They nonetheless vacated their home in a
6 clean state and in good condition.

7 1.3 More than a month after the eviction, Plaintiffs were notified that they had
8 forfeited their entire security deposit, and they were presented with a demand for additional
9 payment for alleged repairs, lost rent, and interest. These charges were fabricated, exaggerated,
10 and unlawful. Nonetheless, Plaintiffs paid several thousand dollars to avoid the risk of having a
11 derogatory report from a landlord appear on their credit reports, because such a report would
12 make it very difficult for Ms. Jammeh and her children from finding new housing.

13 1.4 The defendants in this lawsuit are (1) Columbia Debt Recovery, LLC, dba
14 Genesis Credit Management (“Columbia”) - the collection agency that demanded unlawful
15 amounts upon move-out and interest on those amounts; (2) William Wojdak, the individual who
16 controls Columbia’s collection policies and collection processes; and (3) HNN Associates, LLC
17 (“HNN”), and Gateway, LLC (“Gateway”) - the landlord and its related property management
18 company that originated the unlawful charges. These defendants all worked together to
19 wrongfully collect money they were not owed from both the Plaintiffs and the members of the
20 classes they seek to represent.

21 1.5 The Defendants’ conduct is not unique. It is part of a common means by which
22 Washington property management and debt collection companies victimize low income tenants.
23 Plaintiffs bring this action on behalf of themselves and of proposed Classes of similarly situated
24 individuals to enjoin Defendants’ unfair and deceptive conduct, and unlawful collection
25 activities. Plaintiffs seek to recover the wrongful charges, and the wrongful interest on those

1 charges that Defendants collected from them and from other members of the classes. Plaintiffs
2 further ask that the Court order Defendants to pay the penalties provided under the respective
3 statutes Defendants violated so as to deter such conduct from continuing.

4 **II. JURISDICTION AND VENUE**

5 2.1 This Court has jurisdiction over Defendants and the claims in this action under 28
6 U.S.C. §§ 1331 and 1367. Defendants removed this action from King County Superior Court to
7 the District Court pursuant to 28 U.S.C. §§ 1331 and 1441.

8 2.2 Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2), in that a
9 substantial part of the events giving rise to the claim occurred in this judicial district.

10 **III. PARTIES**

11 3.1 Plaintiffs were residents of Washington at all times relevant to this complaint.

12 3.2 Defendant Gateway is a Washington limited liability company, located at 10900
13 NE 8th Street, Suite 1200, Bellevue, Washington. It owns the Gateway Apartments located at
14 13105 21st Dr. SE, Everett, Washington where Ms. Jammeh lived between from September 28,
15 2017 until February 5, 2018. The Gateway Apartments are a multi-unit housing complex
16 providing housing for low income tenants.

17 3.3 Defendant HNN is a Washington limited liability company. Like Gateway, it is
18 located at 10900 NE 8th Street, Suite 1200, Bellevue, Washington. Pursuant to a contract with
19 Gateway, HNN manages the Gateway Apartments. In that role, HNN acts as an agent for
20 Gateway and has no powers or authority greater than its principal. HNN manages over two dozen
21 multi-unit properties, many of them intended for use by low-income tenants.

22 3.4 The current governors of both HNN and Gateway are Evan Hunden, Phil Nored
23 and Thomas Neubauer.

24 3.5 At relevant times, HNN was an agent for, and managed the Gateway Apartments
25 where Ms. Jammeh resided from September 28, 2017 to February 5, 2018 under a lease that was
26

1 Jammeh’s knowledge, she and Mr. Sonko were never legally married under the laws of the
2 United States or the State of Washington though they were apparently married *in abstentia* in her
3 native Gambia.

4 4.2 In 2017, Ms. Jammeh moved to Washington to escape Mr. Sonko’s abuse. She
5 has received help from Domestic Violence Services to protect her safety and that of her children.

6 4.3 Ms. Jammeh had difficulty securing housing for herself and her children. She
7 found that there were few suitable options available that would rent to a single mother with five
8 children at a rental rate that she could afford, even with assistance.

9 4.4 On September 28, 2017, Ms. Jammeh and Ms. Sallah agreed to a lease with HNN
10 to move into the Gateway Apartments. Ms. Sallah co-signed the lease, but only Ms. Jammeh and
11 her children lived at the Gateway apartment.

12 4.5 All of Ms. Jammeh’s and Ms. Sallah’s communications with property
13 management for the Gateway Apartments were with employees or agents of HNN. With a few
14 limited exceptions not relevant here, the lease, along with various attachments, was presented to
15 Plaintiffs on a take it or leave it basis.

16 4.6 In order to be approved for the lease, Plaintiffs had to post a \$700 security deposit
17 with HNN. The Lease stated that the Security Deposit was intended to cover damages, beyond
18 normal wear and tear, and any unpaid rent, options, charges, fees or services, including damages
19 resulting from non-performance of any of the conditions of the Lease Agreement.

20 4.7 On or about September 28, 2017, as part of the move-in process, Ms. Jammeh
21 participated in a move-in inspection with an apartment manager. After the inspection was
22 completed, the manager provided Plaintiffs with a copy of a Move-In/Move-Out Inspection
23 Form, with the “Move-In Inspection” column completed and signed.

24 4.8 The Move-In/Move-Out Inspection Form did not comply with the requirements of
25 RCW 59.18.260 in that the statute requires a checklist or statement “specifically describing the

1 condition and cleanliness of or existing damages to the premises and furnishings, including, but
2 not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances ...” The form
3 HNN used only listed rooms in general and did not specifically describe the condition or
4 cleanliness of anything. On information and belief, this is the same standard form that HNN uses
5 for all tenants in the rental properties that it manages in Washington.

6 **B. HNN Terminates Ms. Jammeh’s Tenancy**

7 4.9 From September 28, 2017 until January 24, 2018, Ms. Jammeh and her children
8 peaceably lived in their apartment without complaints from either neighbors or apartment
9 management, and timely paid their rent in full each month.

10 4.10 On January 24, 2018, an HNN representative served Plaintiffs with a 3-Day
11 Notice to Quit their apartment. The Notice stated that Ms. Sallah did not disclose that her sister
12 had an absent spouse at the time of application. The Notice also stated that the tenancy would
13 terminate January 29, 2018, and if they did not move out, they would be judicially evicted.

14 4.11 Even if Ms. Jammeh was legally married (which is in doubt), Plaintiffs’ failure to
15 disclose this absent spouse was not willful, and was not a material, repeated, or serious violation
16 of a term of her lease, and did not harm HNN or Gateway. Neither Plaintiff actually believed Mr.
17 Sanko to be Ms. Jammeh’s legal spouse. Nevertheless, if the tenant application included
18 erroneous information, it could have been corrected.

19 4.12 Ms. Jammeh and Ms. Sallah did not believe there was any good reason for
20 eviction, but fearing for Ms. Jammeh and her children’s safety, and concerned about the impact
21 that an eviction lawsuit would have on Ms. Jammeh’s and Ms. Sallah’s credit and future chances
22 to find housing, Ms. Jammeh had little choice but to move out as HNN demanded.

23 4.13 HNN’s apartment manager agreed to allow Ms. Jammeh to stay in her apartment
24 until February 5, 2018, which is when she vacated and relinquished possession of the apartment.

1 4.14 Ms. Jammeh cleaned the apartment, ensuring that all appliances were in working
2 condition, and that the apartment was in at least as good a condition as it had been when she
3 moved in four months earlier.

4 4.15 Prior to moving out, Ms. Jammeh repeatedly attempted to arrange a move-out
5 inspection and walkthrough with HNN management for the purpose of confirming that she had
6 not damaged her apartment and was leaving it clean. Despite numerous requests, the HNN
7 apartment manager did not make herself available for a joint move-out inspection.

8 4.16 On information and belief, HNN employs a common practice of avoiding a joint
9 move-out inspection before each of their tenants vacates one of HNN's apartments.

10 **C. HNN Charges Unlawful and Exaggerated Move-Out Fees**

11 4.17 On February 5, 2018, Ms. Jammeh and her children moved out of the Gateway
12 Apartments and began the search for new housing.

13 4.18 Sometime shortly after March 9, 2018, Plaintiffs received a letter dated March 9,
14 2018 on HNN letterhead, stating that Ms. Jammeh and Ms. Sallah owed \$3,286.58. The letter
15 directed Plaintiffs to remit payment to Genesis Credit Management.

16 4.19 The Statement, accompanying the March 9, 2018 letter included an accounting of
17 the purported debits on Plaintiffs' account with Gateway Apartments. Among other things, it
18 included duplicate utility charges, charges for damage that Ms. Jammeh disputed was accurate or
19 necessary, and a \$700 charge for "Forfeited security."

20 4.20 RCW 59.18.280 provides, in pertinent part:

21 (1) Within twenty-one days after the termination of the rental
22 agreement and vacation of the premises . . . the landlord shall give a
23 full and specific statement of the basis for retaining any of the
24 deposit together with the payment of any refund due the tenant under
the terms and conditions of the rental agreement.

25 (2) If the landlord fails to give such statement together with any
26 refund due the tenant within the time limits specified above he or
she shall be liable to the tenant for the full amount of the deposit. . .

1 .The court may in its discretion award up to two times the amount
2 of the deposit for the intentional refusal of the landlord to give the
3 statement or refund due. In any action brought by the tenant to
4 recover the deposit, the prevailing party shall additionally be entitled
5 to the cost of suit or arbitration including a reasonable attorneys' fee.

6 4.21 Plaintiffs' tenancy agreement was terminated by HNN and Gateway effective
7 February 5, 2018 when Ms. Jammeh vacated the Gateway Apartments. HNN kept Plaintiffs' full
8 security deposit, but did not provide a "full and specific" statement of its basis for retaining the
9 deposit within twenty-one days. Even when it finally provided a statement, the entire statement
10 of the basis for retaining the deposit consisted of nothing more than the following:

11 **"02/05/2018 Forfeited deposit \$700"**

12 4.22 Along with its letter, HNN enclosed a "Move-out Statement" and a completed
13 "Move-In/Move-Out Inspection Form." A true and correct copy of that letter and its enclosures
14 is attached as Exhibit 1.

15 4.23 In the version Plaintiffs received in March, 2018, the Move-out Inspection
16 column was completed and dated February 6, 2018. *See* Exhibit 1. Plaintiffs were not provided a
17 copy of the completed form until it came with the March 9, 2018 letter from HNN.

18 4.24 The Move-out Statement included claims for future rent not justified under the
19 lease, and claims totaling \$1,397.00 for alleged damages to the apartment, including \$625.00 for
20 a full repaint, \$200.00 for cleaning, \$250.00 for carpet cleaning and several other repairs.
21 Additional charges on the Move-out Statement were dated as being incurred on March 1, 2018.

22 4.25 Ms. Jammeh disagreed that the damages listed on the Move-In/Move-Out
23 Inspection Form (and incorporated into the Move-out Statement) were accurate or that the
24 repairs were necessary. She would have disputed the charges if given an opportunity to do so in
25 the joint move-out inspection she requested.

26 4.26 HNN's charges in the Move-In/Move-Out Inspection Form were not legitimate.
The apartment had no damage beyond normal wear and tear at the time she moved out. It did not

1 require additional cleaning, carpet cleaning, or a full painting. HNN's charges were either
2 unnecessary or exaggerated. On information and belief, HNN routinely charges departing tenants
3 for unnecessary and unjustified cleaning and repairs.

4 4.27 HNN also back dated entries on the "Move-out Statement." The Statement
5 contained numerous charges that were dated "2/5/2018," including items listed on the February
6 6, 2018 Move-In/Move-Out Inspection Form. Even if the Move-In/Move-Out Inspection Form
7 was completed on February 6, 2018, the charges could not have possibly been incurred by HNN
8 on the date indicated on the "Move-out Statement." Moreover, the evidence HNN used to
9 support its damage charges appear to have been further back-dated, as work was completed
10 significantly later than February 6.

11 4.28 Beginning in March 2018, Columbia attempted to collect the alleged debt from
12 both Ms. Jammeh and Ms. Sallah. Ms. Jammeh received a collection letter from Columbia (using
13 the name Genesis), dated March 22, 2018, stating that Ms. Jammeh owed a principal balance of
14 \$3,286.58 and \$48.62 in interest. The letter stated that the original creditor was Gateway and that
15 the debt was placed for collections on March 21, 2018. The letter did not give a date of last
16 payment, show the apartment number the account was in reference to, or provide any
17 information on charges and fees added by the original creditor. A true and correct copy of the
18 letter is attached as Exhibit 2.

19 4.29 The \$48.62 in interest claimed in the March 22, 2018 letter is the amount of
20 interest that would accrue on principle of \$3,268.58 for the period of February 5, 2018 to March
21 22, 2018 at the rate of 12% simple interest per annum. In other words, Defendants added interest
22 on the entire claimed principle, starting from the day Plaintiffs vacated the apartment until the
23 date the March 22, 2018 letter was sent. This was despite the fact that at least some (and likely
24 all) of the charges, even if proper, had not been incurred until well after February 5, 2018.

1 4.30 After receiving the collection letter from Columbia, Ms. Jammeh called Columbia
2 and disputed the debt. A Columbia representative refused to remove the balance on the account
3 or return her damage deposit of \$700.00.

4 4.31 Throughout April and May 2018, Columbia agents called Ms. Sallah repeatedly to
5 try and collect the disputed debt.

6 4.32 On or about May 25, 2018, Plaintiffs paid \$2,629.26 to Columbia to settle the
7 disputed account. Though they disputed the charges, Plaintiffs paid Columbia so that the alleged
8 debt would not be reflected on a credit report which, among other things, could prevent Ms.
9 Jammeh from obtaining new housing for herself and her children. Columbia touts, and is well
10 known for its aggressive tactics against debtors. It boldly states on one of the main pages of its
11 website, www.genesiscred.com, “All consumers are reported to all major credit bureaus.”

12 4.33 Ms. Jammeh was not able to find permanent housing for herself and her children
13 until October 10, 2018. She and her children remained homeless for much of that time and were
14 forced to spend many nights in various shelters.

15 **D. The Defendants’ Uniform Scheme for Charging Unlawful Move-out Fees**

16 4.34 HNN manages low income apartment complexes that are in high demand, and
17 typically have prospective tenants on waiting lists.

18 4.35 HNN has a common practice of forfeiting the security deposit of tenants it has
19 forced to vacate by terminating their tenancy. Investigation undertaken by Plaintiffs, public
20 interest groups, and other entities has shown that HNN has deemed the full security deposit
21 forfeited for numerous former tenants without specific justification.

22 4.36 To generate still more revenue, HNN commonly charges vacating tenants for
23 damages that are exaggerated or even fabricated.

24 4.37 On information and belief, HNN’s common practice is to have its managers avoid
25 a walk through apartment inspection with vacating tenants, so that HNN can unilaterally
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1 complete the move-out portion of the inspection report without the departing tenant having any
2 opportunity to dispute or document items that HNN will later claim as damaged.

3 4.38 HNN regularly forwards its claims for inflated move-out charges to Columbia for
4 collection. Former HNN tenants from whom Columbia demands payment frequently dispute
5 HNN's claims and Columbia knows that these claims cannot be taken at face value. HNN and
6 Columbia have nevertheless agreed that Columbia will systematically pursue these claims for
7 their mutual financial benefit even though the claims may be fabricated.

8 4.39 HNN and Columbia exploit the fact that even tenants who dispute fabricated
9 damage or lost rent claims will likely pay rather than run the risk of becoming homeless because
10 of a negative tradeline on their credit report about a prior tenancy.

11 4.40 Unless HNN is enjoined from engaging in the unfair and deceptive practices
12 described above, numerous Washington residents will be harmed.

13 **E. Columbia's Debt Collection Practices**

14 4.41 Columbia is owned and controlled by William Wojdak in his capacity as the
15 President and CEO of Columbia and Governor of Rowland Avenue Management, Inc., which, in
16 turn, is listed as the only governing person of Columbia.

17 4.42 Wojdak sets, approves, and controls the collection policies and procedures that
18 Columbia employs in its day to day operations.

19 4.43 Wojdak reviews and approves the actions of Columbia collection agents and is
20 ultimately responsible for all collection decisions made at Columbia.

21 4.44 Columbia advertises that it specializes in collections for the "Multi-Family
22 Industry," and that it provides Executive Account Managers that "can provide solutions for your
23 business that will increase collectibles," and that is specializes in Apartment Lease Collection.¹
24 Columbia also advertises that "All consumers are reported to all major credit bureaus"; "Debtors

25 _____
26 ¹ See www.genesiscred.com/management/ (last visited July 3, 2019).

1 are pursued anywhere in the United States”; and, that it employs “Experienced professionals –
2 trained in leases and Landlord Tenant law.” *Id.*

3 4.45 HNN uses Columbia as its debt collector for all or virtually all of the debts it
4 claims in Washington State.

5 4.46 In collecting the accounts referred by HNN, Columbia collects and attempts to
6 collect interest, fees and amounts not legally due.

7 4.47 Based on the volume of former tenant disputes referred by HNN, Columbia
8 knows, or should know, that it cannot reasonably rely on HNN’s representations regarding
9 apartment damages and other move-out charges, and that it should not attempt to collect these
10 accounts without documentation or other means of verification.

11 4.48 Columbia has a pattern and practice of reporting or threatening to report alleged
12 balances past due on HNN accounts to credit reporting agencies.

13 4.49 Columbia, along with the other Defendants, know that the community of low-
14 income tenants at whom this scheme is aimed are particularly susceptible because a prospective
15 tenant with an unpaid rent claim on his or her credit report will have difficulty finding a landlord
16 willing to rent them a new apartment.

17 **V. CLASS ACTION ALLEGATIONS**

18 5.1 Pursuant to Fed. R. Civ. P. 23, Plaintiffs bring this case on behalf of themselves and of Classes
19 defined as follows:

20 **HNN CLASS:** All former tenants of an HNN managed property in
21 Washington against whom HNN

22 (1) collected a deposit or security without providing a move-in
23 checklist that complies with the requirements of RCW 59.18.260;
and/or

24 (2) retained all or part of a security deposit without providing a
25 statement of its basis for retaining the deposit in the time and manner
26 required by RCW 59.18.280; and/or

1 (3) assessed additional fees based on a Move-Out inspection without
2 allowing the tenant the opportunity to be present at the inspection or
to dispute HNN's inspection findings.

3 **COLUMBIA CLASS:** All members of the HNN Class from whom
4 Columbia collected, or attempted to collect the move-out charges
5 referred by HNN and/or charged interest on claimed amounts that
were calculated from a time before the amounts had become
liquidated.

6
7 The defining events of each class shall date back to March 7, 2015. Excluded from the Classes is
8 any entity in which one or more Defendants has a controlling interest, officers or directors of
9 Defendants, this Court and any employees assigned to work on this case, and all employees of
10 the law firms representing Plaintiffs and the Classes.

11 5.2 **Numerosity.** HNN manages multiple low-income apartment complexes in the
12 State of Washington, and uses Columbia nearly exclusively to collect debts it claims to be owed
13 by former tenants. It has been reported that HNN manages approximately 3,800 rental units. On
14 information and belief, there are several hundred people in each of the proposed Classes.

15 5.3 Defendants HNN and Columbia each retain databases and other documentation of
16 the debts each claims and attempts to collect that can be used to ascertain all members of each
17 Class. Further, each Class definition describes a set of common and objective characteristics
18 sufficient to allow a member of that group to identify himself or herself as having a right to
19 recover.

20 5.4 **Commonality and Predominance.** Defendants' conduct is based on their
21 respective standard practices. As such, they raise common issues that predominate over
22 individual issues. Adjudication of these common issues in a single action has important and
23 desirable advantages of judicial economy. There exist questions of law and fact common to
24 Plaintiffs and the proposed Classes, including but not limited to:

25 a. Whether HNN and/or Gateway has a systemic practice of not providing a
26 full and specific statement of the reasons for retaining all or part of security deposits;

1 b. Whether HNN and/or Gateway has a systemic practice of failing to refund
2 tenant security deposits within the time limit set by RCW 59.16.280;

3 c. Whether HNN and/or Gateway has a systemic practice of adding inflated
4 or false charges for tenants who have vacated its properties;

5 d. Whether HNN and/or Gateway has a systemic practice of refusing to give
6 tenants an opportunity to observe a Move-Out inspection and to dispute the HNN or Gateway's
7 findings;

8 e. Whether HNN and/or Gateway systemically fails to give tenants itemized
9 statements of the condition of the units it rents to tenants in the time frame and manner required
10 under RCW 59.18.260 and RCW 59.18.280;

11 f. Whether HNN is entitled to charge tenants for rent accruing after the unit
12 has been vacated where HNN terminated the lease agreement for reasons other than the
13 nonpayment of rent;

14 g. Whether HNN and/or Gateway's conduct described above violates the
15 Washington Consumer Protection Act;

16 h. Whether Columbia seeks to collect amounts referred by HNN that are not
17 legally due;

18 i. Whether Defendants demand interest on move-out charges calculated from
19 the date the rental unit was vacated, rather than from the date the amounts actually accrued;

20 j. Whether Wojdak is liable for Columbia's or Wojdak's collection policies
21 and practices because he has created, implemented, controlled, adopted or ratified those policies
22 and practices;

23 k. Whether Columbia's conduct violates the Washington Collection Agency
24 Act;

1 l. Whether Columbia’s and Wojdak’s conduct violates the Federal Fair Debt
2 Collection Practices Act;

3 m. The extent to which Defendants have worked in concert to impose
4 exaggerated or false charges described above and to seek to collect on those alleged debts; and

5 n. The nature and extent of Class-wide injury and the measure of
6 compensation for such injury.

7 5.5 **Typicality.** Plaintiffs’ claims are typical of each Class. Plaintiffs’ claims, like the
8 claims of each Class, arise out of the same common course of conduct, are subject to uniform
9 policies, and are based on the same legal and remedial theories. The overcharges, interest and
10 lost rent that Defendants imposed and collected or attempted to collect were calculated in
11 materially the same way for both the Plaintiffs and the proposed Classes.

12 5.6 **Adequacy of Representation.** Plaintiffs are appropriate representative parties for
13 the Classes and will fairly and adequately protect the interests of the Classes. Plaintiffs
14 understand and are willing to undertake the responsibilities of acting in a representative capacity
15 on behalf of the proposed Classes. Plaintiffs will fairly and adequately protect the interests of the
16 Classes and have no interests that directly conflict with interests of either Class. Plaintiffs have
17 retained competent and capable attorneys who are experienced trial lawyers with significant
18 experience in complex and class action litigation, including consumer class actions. Plaintiffs
19 and their counsel are committed to prosecuting this action vigorously on behalf of the Classes
20 and have the financial resources to do so.

21 5.7 **Superiority.** Plaintiffs and Class members have suffered harm and damages as a
22 result of Defendants’ unlawful and wrongful conduct. Absent a class action, however, most Class
23 members likely would find the cost of litigating their claims prohibitive. Class treatment is
24 superior to multiple individual suits or piecemeal litigation because it conserves judicial
25 resources, promotes consistency and efficiency of adjudication, provides a forum for small
26

1 anyone else in such a manner as to harass, intimidate, threaten, or embarrass a debtor, including
2 communication with unreasonable frequency. RCW 19.16.250(13).

3 6.7 The CAA prohibits a collection agency from communicating with a debtor and
4 representing or implying that the existing obligation of the debtor has been increased by the
5 addition of any fees or charges that cannot be legally added to the obligation. RCW
6 19.16.250(15).

7 6.8 The CAA prohibits a collection agency from threatening to take any action
8 against a debtor which the licensee cannot legally take at the time the threat is made. RCW
9 19.16.250(16).

10 6.9 The CAA prohibits a collection agency from collecting or seeking to collect
11 interest and fees not legally due. RCW 19.16.250(21).

12 6.10 Columbia violated RCW 19.16.250(13), (15), (16) and (21) when it repeatedly
13 communicated to Plaintiffs that they owed amounts not legally due and interest or fees on those
14 amounts not legally due.

15 6.11 Columbia threatened to take actions it cannot legally take when it threatened that
16 credit ratings would be impaired if former tenants did not pay the claims allegedly owed based
17 on the move-out fees and alleged rent due.

18 6.12 Pursuant to RCW 19.16.450, because Columbia engaged in prohibited practices in
19 violation of RCW 19.16.250, neither Columbia nor any other party is entitled to recover any
20 interest, service charges, attorneys' fees, collection costs, or any other fees or charges that might
21 otherwise be owed, other than the amount of the original obligation.

22 6.13 Columbia's actions harmed Plaintiffs financially and forced them to pay amounts
23 not legally due.

1 6.24 The FDCPA prohibits a debt collector from using any unfair or unconscionable
2 means to collect or attempt to collect any alleged debt. 15 U.S.C. § 1692f.

3 6.25 The FDCPA prohibits a debt collector from attempting to collect any amount not
4 authorized by the agreement creating the debt or permitted by law. 15 U.S.C. § 1692f(1).

5 6.26 Plaintiffs are each “consumers” under the FDCPA because Columbia alleges that
6 they were obligated to pay a debt relating to Gateway and HNN. 15 U.S.C. § 1692a(3).

7 6.27 The money that Columbia and Wojdak alleged Plaintiffs owed is a “debt” under
8 the FDCPA because it was an alleged obligation to pay money arising out of a transaction that
9 was primarily for personal, family, or household purposes. 15 U.S.C. § 1692a(5).

10 6.28 Columbia is a “debt collector” under the FDCPA because it uses the mails in its
11 business the principal purpose of which is the collection of debts, and because it regularly
12 collects or attempts to collect, directly or indirectly, debts owed or due another. 15 U.S.C. §
13 1692a(6).

14 6.29 Mr. Wojdak is a “debt collector” under the FDCPA because he created,
15 controlled, supervised, implemented, adopted and ratified the collection policies and practices of
16 Columbia that are in issue in this lawsuit, including, but not limited to, the practice of calculating
17 interest on move-out charges from the date a rental unit was vacated, and accepting, without
18 question, the amounts stated by HNN to be due on tenant move-out charges. Therefore, directly
19 or indirectly, he used the mails in its business the principal purpose of which is the collection of
20 debts, and regularly collected or attempted to collect debts owed or due another. 15 U.S.C. §
21 1692a(6).

22 6.30 Each letter Columbia and Wojdak sent Plaintiffs and each phone call
23 COLUMBIA had with each Plaintiff is a “communication” under the FDCPA because Columbia
24 was conveying information regarding a debt directly or indirectly to Plaintiffs. 15 U.S.C. §
25 1692a(2).

1 6.31 Columbia and Wojdak violated 15 U.S.C. §§ 1692e, e(2), e(5), e(10) by
2 communicating to Plaintiffs that they owed amounts that they did not owe.

3 6.32 Columbia and Wojdak violated 15 U.S.C. 1692f and 1692f(1) by collecting and
4 attempting to collect amounts Plaintiffs did not owe.

5 6.33 Columbia and Wojdak violated 15 U.S.C. § 1692 e(8) by threatening to report
6 false negative information to each Plaintiff's credit report.

7 6.34 Plaintiffs incurred actual and statutory damages as a result of Columbia's and
8 Wojdak's violations of the FDCPA.

9 6.35 Plaintiffs are entitled to legal relief against Columbia and Wojdak, including
10 recovery of actual damages, statutory damages, attorneys' fees, costs of suit, and such further
11 relief as the Court may deem proper.

12 **THIRD CAUSE OF ACTION**
13 **Violation of the Consumer Protection Act RCW 19.86 et seq.**
14 **(All Defendants)**

15 6.36 Plaintiffs reallege and incorporate by reference each and every allegation set forth
16 in the preceding paragraphs.

17 6.37 Plaintiffs and Defendants are each "persons" within the meaning of the
18 Washington Consumer Protection Act. RCW 19.86.010(1).

19 6.38 Defendants conduct "trade" and "commerce" within the meaning of the
20 Washington Consumer Protection Act. RCW 19.86.010(2).

21 6.39 The conduct described above and throughout this Complaint is unfair and
22 deceptive within the meaning of the Washington Consumer Protection Act. RCW 19.86.010, et.
23 seq.

24 6.40 HNN and Gateway engaged in unfair and deceptive acts or practice in the conduct
25 of their business, including:
26

1 a. Charging Plaintiffs and class members unlawful fees and interest on those
2 fees;

3 b. Forcing Plaintiffs and class members to vacate their apartments, and then
4 retaining their respective security deposits; and

5 c. Refusing to allow Plaintiffs or class members to be present during move-
6 out inspections and charging false or exaggerated amounts as tenant damages.

7 6.41 Columbia and Wojdak have engaged in unfair and deceptive acts or practices in
8 the conduct of its business, including:

9 d. Collecting or attempting to collect sums from Plaintiffs and class members
10 that are fabricated or exaggerated;

11 e. Collecting or attempting to collect interest on charges that were backdated
12 as having accrued at an earlier time;

13 f. Collecting interest on amounts for time before the charges accrued to
14 HNN;

15 g. Threatening Plaintiffs and class members with impairment of their credit
16 ratings if they did not pay the move-out fees and rent not owed.

17 6.42 Defendants' systematic practice of fabricating move-out charges and collecting or
18 attempting to collect on these charges is unfair and deceptive because this act or practice is
19 immoral, unethical, oppressive, and/or unscrupulous. The unfairness of this conduct is
20 exacerbated by the fact that Defendants' victims are typically low income tenants who are
21 especially vulnerable because the fact that they have a dispute with a former landlord will make
22 it difficult to find new housing in what is already a tight rental market.

23 6.43 Defendants' common courses of conduct have occurred in trade or commerce,
24 within the meaning of the Washington Consumer Protection Act, RCW 19.86.010(2) and RCW
25 19.86.020 and were and are capable of injuring a substantial portion of the public.

1 6.44 Defendants’ unfair and deceptive acts or practices impact the public interest
2 because they have injured Plaintiffs and class members and have the capacity to injure hundreds
3 of other Washington residents.

4 6.45 Defendants’ acts or practices deceptively and unfairly induced Plaintiffs and class
5 members to pay money that they did not owe to avoid the risk of being sued and/or the purported
6 debt being reported on their credit reports.

7 6.46 The Washington Supreme Court has recognized the public policy significance of
8 regulating the debt collection industry and has specifically found that the business of debt
9 collection affects the public interest, and collection agencies are subject to strict regulation to
10 ensure they deal fairly and honestly with alleged debtors.

11 6.47 As such, Defendants’ general course of conduct is injurious to the public interest.
12 Moreover, this conduct is ongoing and has a substantial likelihood of being repeated.

13 6.48 As a direct and proximate result of Defendants’ unfair and deceptive acts or
14 practices, Plaintiffs and members of each Class have each suffered an injury in fact and lost
15 money. Defendants’ conduct has injured Plaintiffs’ property in that Defendants’ conduct induced
16 Plaintiffs and Class members to pay Defendants for a claim that they did not owe. Defendants’
17 conduct further injured Ms. Jammeh’s property in that Defendants’ conduct caused her to
18 become homeless for approximately eight months.

19 6.49 Plaintiffs and the Classes are therefore entitled to legal relief against Defendants,
20 including recovery of actual damages, treble damages, attorneys’ fees, costs of suit, and such
21 further relief as the Court may deem proper

22 6.50 Plaintiffs and the Classes are also entitled to injunctive relief in the form of an
23 order prohibiting Defendants from engaging in the alleged misconduct and such other equitable
24 relief as the Court deems appropriate.

FOURTH CAUSE OF ACTION

**Violations of the Residential Landlord Tenant Act, RCW 59.18.010, et seq.
(Defendants HNN and Gateway)**

6.51 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

6.52 RCW 59.18.260 provides, in pertinent part,

No [security] deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. . . .If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees.

6.53 The written checklist that HNN commonly uses, and used in Plaintiffs' case, does not include items expressly required by RCW 59.18.260. Accordingly, HNN is liable to Plaintiffs for amount of the deposit and Plaintiffs' attorneys' fees and costs of suit.

6.54 RCW 59.18.280 provides, in pertinent part:

(1) Within twenty-one days after the termination of the rental agreement and vacation of the premises . . . the landlord shall give a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the tenant under the terms and conditions of the rental agreement.

(2) If the landlord fails to give such statement together with any refund due the tenant within the time limits specified above he or she shall be liable to the tenant for the full amount of the deposit. . . .The court may in its discretion award up to two times the amount of the deposit for the intentional refusal of the landlord to give the

1 statement or refund due. In any action brought by the tenant to
2 recover the deposit, the prevailing party shall additionally be entitled
to the cost of suit or arbitration including a reasonable attorneys' fee.

3 6.55 HNN terminated Plaintiffs' tenancy agreement, and their apartment was vacated
4 effective, February 5, 2018. HNN forfeited Plaintiffs' security deposit and did not provide
5 Plaintiffs a statement giving its basis for retaining the deposit until, at the earliest, shortly after
6 March 9, 2018. Even then, the statement regarding retaining the entire security deposit was not
7 "full and specific." As is its common practice, the entire statement of the basis for retaining the
8 deposit consisted of the following:

9 **02/05/2018 Forfeited deposit \$700**

10 6.56 HNN did not comply with the statutory time limits, or the content of the notice
11 required by RCW 59.18.280 in Plaintiffs' case or in the case of all members of the HNN Class.
12 Accordingly, HNN is liable for the full amount of the deposit plus two times that amount as a
13 statutory penalty and Plaintiffs' attorneys' fees and costs of suit.

14 **FIFTH CAUSE OF ACTION**
15 **Unjust Enrichment**
16 **(All Defendants)**

17 6.57 Plaintiffs reallege and incorporate by reference each and every allegation set forth
18 in the preceding paragraphs.

19 6.58 As a result of the false claims made by Defendants regarding move-out expenses,
20 lost rent and interest, Ms. Jammeh and all Class members paid Defendants money they did not
21 owe. Like others, Ms. Jammeh did this to avoid future problems with renting housing, that would
22 arise if unresolved issues with a prior landlord was reflected on her credit report.

23 6.59 Payments made included amounts not permitted by law or authorized by contract.
24 Therefore, it would be unjust and inequitable for Defendants to retain any money that
25 Defendants should not have collected from Plaintiffs or from members of the Classes.

1 RESPECTFULLY SUBMITTED AND DATED this 16th day of October, 2019.

2 TERRELL MARSHALL LAW GROUP

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I, Beth E. Terrell, hereby certify that on October 16, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

Krista L. White, WSBA #8612
Email: kristaw@genesiscred.com
1215 120th Avenue NE, Suite 101
P.O. Box 300
Bellevue, Washington 90009
Telephone: 425 646-1382
Facsimile: (425) 646-1395

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Attorneys for Defendants HNN Associates, LLC, Gateway, LLC, Columbia Debt Recovery, LLC, d/b/a Genesis Credit Management, LLC

DATED this 16th day of October, 2019.

TERRELL MARSHALL LAW GROUP PLLC

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Attorneys for Plaintiffs

EX. A



03/09/2018

Oumie Sallah, Adama Jammeh
13104 42nd Ave SE
Everett, WA, 98208

Thank you for your residency in H2 at Gateway Apartments.

At the conclusion of your residency, there was a balance left owing of \$3286.58. Please refer to the Move Out Statement and the enclosed copy of the Apartment Inspection Report which outline the balance(s) owed to Gateway Apartments.

If you have any questions regarding your move out charges, please contact the Community Manager.

To remit payment for the balance due, please mail your payment to:

Genesis Credit Management
7100 Evergreen Way Suite C
Everett, WA 98203

If you need to make a payment arrangement for the balance due, call 1-866-863-9194.

If you'd like to leave us feedback about your residency, please complete the contact form at lifeisbetterhere.com.

Sincerely,

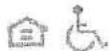
Gateway Apartments
13105 21st Drive SE
Everett, WA, 98208
live@gatewaywa.com



EX. B

MOVE-IN/MOVE-OUT INSPECTION FORM

Property Name: <u>Gateway</u>			
Resident Name(s): <u>Ournie Salah and Adama Jammeh</u>			
Unit Address: <u>13105 21st Drive SE #H2, Everett, WA 98203</u>			
	Move-In Date: <u>September 28, 2017</u>		Move-Out Date: <u>2/5/18</u>
Room Or Item	Move In Inspection	Move Out Inspection	Cost to Correct
Living Room/ Dining Room	NEW CARPET/NEW VINYL no damages	Full paint cleaning drywall repair carpet cleaning replace 5 window slats entry vinyl/replace entry door knob	\$125. ⁰⁰ \$20. ⁰⁰ \$75. ⁰⁰ \$250. ⁰⁰ \$10. ⁰⁰ \$10. ⁰⁰
		replace 4 dirty dnp pan	\$12. ⁰⁰ \$20. ⁰⁰
		replace missing sink stopper	\$10. ⁰⁰
		master bed: replace blind slat	\$2. ⁰⁰
Kitchen	NEW VINYL/NEW APPLIANCES no damages	Bed 2: garbage lift Bed 3: dent in walls, replace blind slat, cloth lift behind Bed 4: replace 1 blind set	\$2. ⁰⁰ \$2. ⁰⁰ \$40. ⁰⁰
		Master bath: replace missing shower rod parts	\$2. ⁵⁰
		Bath 2: towel rack broken, replace	\$25. ⁰⁰
		Half bath: OK	
Bedroom Specify Bedroom #1, 2, 3 or 4	no damages	stair railings damaged	
		entry dirty	
Bathroom Specify Bathroom Master or Hall	no damages	replace 1 mail lock replace key for the door	\$25. ⁰⁰ \$50. ⁰⁰
		replace PAPERBY PASS #1633849	\$50. ⁰⁰
Hall/Closets	no damages		
Deck/Patio/Storage	no damages		
Smoke Detectors	WORKING		
Carbon Monoxide Alarms	WORKING		
Number of keys	House # <u>2</u> Mail # <u>2</u> Other # <u>1</u>	House # <u>2</u> Mail # <u>1</u> Other # <u>0</u>	
Washer/Dryer	Provided by Management (circle one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

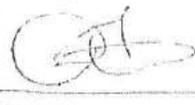
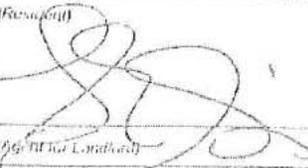
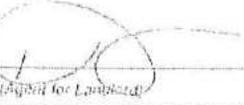


FOB = 05609

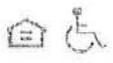
Missing parking pass: 1033849

to 350-10



Move-In Inspection Results Hereby Accepted	Move-out Inspection Results Hereby Accepted
<p>I hereby acknowledge that the above is an accurate statement of the condition of the property at the time of my taking occupancy. I further understand that I shall be required to deliver the property in this same condition at the termination of my tenancy or to pay for any costs to restore the property to its original condition at the time I took possession of the property, normal wear and tear accepted.</p>	<p>Forwarding Address: 13105 21st Drive SE # 112 Everett, WA 98208 Inspection Date: 2/6/18</p>
<p>X  9/28/17 (Resident) Date</p>	<p>not present (Resident) Date</p>
<p>X  9/28/17 (Resident) Date</p>	<p>not present (Resident) Date</p>
<p> 9/28/17 (Agent for Landlord) Date</p>	<p> 2/6/18 (Agent for Landlord) Date</p>

13104 42nd Ave SE
 Everett, WA 98208



EX. C

COLUMBIA DEBT RECOVERY DBA GENESIS
7100 EVERGREEN WAY STE C EVERETT, WA 98203
TOLL FREE: 866-863-9194 MONDAY-FRIDAY 8AM TO 5PM PST
MAILING ADDRESS: PO BOX 3630 EVERETT, WA 98213

MARCH 22, 2018

Account#: 0003999401

JAMMEH, ADAMA
13104 42ND AVE SE
EVERETT WA 98208

Original Creditor: GATEWAY
Placed for Collections on: 03/21/18

Principal Due:	\$3286.58
Interest Due:	\$48.62
Total Due:	\$3335.20

Dear ADAMA JAMMEH

Your past due account has been referred to our office for collection. Please remit payment in full or contact our office to make amicable arrangements.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor if different from the current creditor.

Sincerely,
COLUMBIA DEBT RECOVERY
Account Representative
366-863-9194

This communication is from a debt collector attempting to collect a debt and any information obtained will be used for that purpose.
Your account accrues interest at a rate of 012.00 percent per annum.

EX. D

COLUMBIA DEBT RECOVERY DBA GENESIS
7100 EVERGREEN WAY STE C EVERETT, WA 98203
TOLL FREE: 866-863-9194 MONDAY-FRIDAY 8AM TO 5PM PST
MAILING ADDRESS: PO BOX 3630 EVERETT, WA 98213

MAY 25, 2018

SALLAH, OUMIE
JAMMEH, ADAMA
13104 42ND AVE SE
EVERETT WA 98208

Account#: 0003999401
Original Principle: \$3286.58
Interest Due: \$.00
Total Due: \$.00

Original Creditor: GATEWAY
Placed for Collections on: 04/23/18

Dear OUMIE SALLAH

We acknowledge receipt of your final payment in the amount of \$2629.26 on the date of / / which settles the account and releases you from any further liability regarding obligations to original creditor and COLUMBIA DEBT RECOVERY.

Should you have any further questions, please feel free to contact the undersigned at 866-863-9194 .

Sincerely,

MISTIE WATERS
Account Representative
866-863-9194

This is an attempt to collect a debt and any information obtained will be used for that purpose. Your account accrues interest at a rate of 012.00 percent per annum.