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THE HONORABLE KAREN DONOHUE  
Department 22

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KARANBIR SINGH, HARPREET SINGH, and  
NASTEO OMAR,

Plaintiffs,

v.

RIDGEGATE, a Foreign limited liability  
company, AVENUE5, a Foreign limited  
liability company, BITTER LAKE VILLAGE  
ASSOCIATES, LP, a Washington limited  
partnership, INDEPENDENT LIVING  
ASSOCIATION, LLC, a Washington limited  
liability company, SENIOR HOUSING  
ASSISTANCE GROUP, a Washington non-  
profit corporation, IQ DATA, a Washington  
for profit corporation,

Defendants.

NO. 20-2-07084-0 SEA

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

**JURY DEMAND**

**I. INTRODUCTION**

1.1 King County faces an affordable housing crisis. In 2018, a regional task force estimated that the county needed 156,000 more affordable homes to meet the existing needs of low-income families. Regional Affordable Housing Task Force, *Final Report &*

1 *Recommendations for King County, WA*, 3 (March 2019 ed.).<sup>1</sup> And having unpaid landlord-  
2 tenant debt on a person’s background report makes it even harder to obtain housing.

3 1.2 Unfortunately, some landlords and the debt collectors they hire use the  
4 realities of the local rental market to squeeze money out of former tenants that tenants may  
5 not owe.

6 1.3 Plaintiffs Karanbir Singh (“Karanbir”), Harpreet Singh (“Harpreet”) and Nasteo  
7 Omar (“Ms. Omar”) each had their former landlord improperly retain their security deposit  
8 and experienced aggressive attempt to collect on alleged debts, including interest that they  
9 did not owe.

10 1.4 Around April 1, 2019, Karanbir and Harpreet (no relation) moved out of the  
11 Madison Ridgeway apartment they shared because of a bed bug infestation. Despite the bed  
12 bug infestation, the property manager Avenue5 Residential, LLC (“Avenue5”) demanded  
13 Karanbir and Harpreet pay a \$3,210.00 early move-out fee, which they paid. More than 21  
14 days after they moved out they had not received a refund of their security deposit so they  
15 demanded an accounting and were told they owed an additional \$1,500.22.

16 1.5 In November 2019, Ms. Omar moved out of The Cambridge Apartments. The  
17 Cambridge Apartments are owned by Bitter Lake Village Associates, LP (“BLVA”) and managed  
18 by the Independent Living Association, LLC (“ILA”) on behalf of the Senior Housing Assistance  
19 Group (“SHAG”). These entities provide reduced rate apartments to low income tenants like  
20 Ms. Omar under the Federal Low-Income Housing Tax Credit Program (LIHTC). Ms. Omar  
21 thoroughly cleaned the apartment and had the carpets professionally shampooed before she  
22 moved out. More than 21 days after she moved out of The Cambridge Apartments, Ms. Omar  
23 still had not received a refund of her security deposit or an itemized statement showing why  
24 the deposit was withheld.

25 \_\_\_\_\_  
26 <sup>1</sup> Available at  
27 [https://www.kingcounty.gov/~media/initiatives/affordablehousing/documents/report/RAH\\_Report\\_Final.ashx?  
la=en](https://www.kingcounty.gov/~media/initiatives/affordablehousing/documents/report/RAH_Report_Final.ashx?la=en).





1 Madison Ridgeway. Avenue5 is therefore a “person” as defined by the CPA and a “landlord”  
2 as defined by RLTA. Avenue5’s principal office street address is 901 5<sup>th</sup> Ave, Ste 3000, Seattle,  
3 WA 98164-2066.

4 3.6 Defendant BLVA is a Washington limited partnership doing business in  
5 Washington under UBI numbers 602-456-202 and 602-456-197. BLVA is the owner of the The  
6 Cambridge Apartments, which is located at 13030 Linden Avenue North, Seattle, WA 98133  
7 and leased a dwelling unit to Ms. Omar. BLVA is therefore a “person” as defined by the CPA  
8 and a “landlord” as defined by Residential Landlord-Tenant Act of 1973 (“RLTA”). BLVA’s  
9 principal office street address is 1440 Tukwila International Blvd, Ste 100, Tukwila, WA, 98168-  
10 4419.

11 3.7 Defendant ILA is a Washington limited liability company, doing business in  
12 Washington under UBI number 602-227-510. ILA is the property manager for The Cambridge  
13 Apartments. ILA is therefore a “person” as defined by the CPA and a “landlord” as defined by  
14 RLTA. ILA’s principal office street address is 1440 Tukwila International Blvd, Ste 100, Tukwila,  
15 WA, 98168-4419.

16 3.8 Defendant SHAG is a Washington non-profit corporation, doing business in  
17 Washington under UBI number 601-072-606. SHAG is the property manager for The  
18 Cambridge Apartments. SHAG is therefore a “person” as defined by the CPA and a “landlord”  
19 as defined by RLTA. SHAG’s principal office street address is 1440 Tukwila International Blvd,  
20 Ste 100, Tukwila, WA, 98168-4419.

21 3.9 Defendant IQ Data is a Washington for profit corporation, doing business in  
22 Washington under UBI number 602-306-960. IQ Data uses the instrumentalities of interstate  
23 commerce or the mails in its business the principal purpose of which is the collection of debts.  
24 IQ Data is licensed in Washington as collection agency at its office address of 2122 30<sup>th</sup> Dr. SE,  
25 Ste. 120, Bothell, WA 98021-7019. IQ Data is therefore a “collection agency” and “licensee” as  
26 defined by the CAA, a “person” as defined by the CPA, and a “debt collector” as defined by the  
27

1 FDCPA.

2 **IV. FACTUAL ALLEGATIONS**

3 **A. Plaintiffs Karanbir and Harpreet**

4 4.1 Defendant Ridgegate owns the apartment building located at 10028 SE 249<sup>th</sup>  
5 St., Kent, WA 98030. The property is known as “Madison at Ridgegate.”

6 4.2 At all times relevant herein, Defendant Avenue5 acted as the agent of  
7 Defendant Ridgegate as the property manager of Madison at Ridgegate.

8 4.3 On June 27, 2017, Avenue5 agreed to lease an apartment at Madison at  
9 Ridgegate to Plaintiff Karanbir Singh and Davinder Singh (not a party to this action and no  
10 relation). The lease required Karanbir and Davinder to pay a security deposit of \$250. The two  
11 men also signed an “Animal Addendum,” which required them to pay an additional \$200  
12 “animal deposit,” \$25 additional rent, and a onetime nonrefundable fee of \$200. Avenue5  
13 also required Karanbir and Davinder to sign a “Lease Contract Buy-Out Agreement,” which  
14 states that residents can buy out of the lease contract before the end of the lease term in  
15 exchange for a “buy-out fee” of \$3,210.00.

16 4.4 In about January 2019, Davinder moved out and was replaced by Plaintiff  
17 Harpreet Singh (no relation).

18 4.5 In March 2019, Karanbir and Harpreet began to notice bed bugs in their rooms.  
19 The infestation became so severe that the two slept on the floor, rather than in their  
20 respective beds. Karanbir and Harpreet spoke to the property manager and inquired about  
21 moving out. They were informed they had to abide by the “Lease Contract Buy-Out  
22 Agreement.” The two young men agreed to pay the buy-out fee. On April 1, 2019, the two  
23 men moved out of Ridgegate Apartments.

24 4.6 Avenue5 withheld Plaintiffs’ security deposit and did not provide them an  
25 itemized statement explaining the basis for Avenue5’s withholding of the security deposit.

1           4.7     More than twenty-one (21) days after moving out, the two men demanded a  
2 statement from Avenue5. Ridgeway's Assistant Manager, Kat Gregovich, provided a letter  
3 that included a "Move Out Statement." Ms. Gregovich informed Karanbir that his "security  
4 deposit was insufficient to cover the amount owed" after move-out and demanded that he  
5 pay an additional \$1,500.22.

6           4.8     The Move Out Statement included charges for "Full Apartment clean" (\$120)  
7 and "Carpet replacement" (\$721.26).

8           4.9     The Move Out Statement did not include a written checklist or statement  
9 which described the condition, cleanliness, or existing damages to the premises and  
10 furnishings.

11          4.10    On May 7, 2019, a collector for IQ Data called Karanbir. During the call Karanbir  
12 explained to the collector that he had not receive a letter explaining the account balance.  
13 Karanbir requested a letter validating the debt. The collector said IQ Data sent two letters,  
14 one on April 16, 2019 and one on May 1, 2019 to an address that Karanbir explained was not  
15 the correct address. Karanbir provided an updated address and again demanded numerous  
16 times a validation letter. The collector threatened that the debt would be reported on his  
17 credit report and would continue with collection regardless of whether he was sent a letter to  
18 the correct address. The collector continued to demand payment even after Karanbir  
19 repeated over and over that he would not pay until he had a copy of the validation letter. The  
20 collector responded, "No that is not how it works." When Karanbir said he would talk to his  
21 lawyer, the collector asked for the name of the lawyer, when he declined to give it the  
22 collector stated that Karanbir did not have a lawyer. Then the call ended.

23          4.11    A few minutes later, the collector called Harpreet and began demanding  
24 payment. Harpreet explained that he was at work and could not talk. The collector threatened  
25 credit reporting and the call ended.

1           4.12    An hour later, Karanbir called IQ Data and asked if the account was sent to  
2 collection. The collector first said the account was not in collections and then said it was and  
3 again threatened credit reporting. Karanbir asked again for a letter. Karanbir asked if they  
4 could wait a couple days for the letter, the collector responded that a letter would be sent,  
5 but IQ Data would not stop collection.

6           4.13    During a subsequent call with a different collection agent, Harpreet again asked  
7 for the amount of the charges. The collection agent stated that the balance for the damages  
8 was \$841.26. Harpreet agreed to make a payment for \$841.26 and asked how he would get a  
9 letter confirming payment. The collector said that he would confirm IQ Data had the correct  
10 address after Harpreet made a payment. Once Harpreet gave the collector his credit card  
11 information, the collector told Harpreet the balance was \$1,517.98 and that was the amount  
12 that would be charged. The collection agent told Harpreet that he had to dispute the debt  
13 with Ridgeway. The call ended and IQ Data charged Harpreet's card \$1,000.00.

14           4.14    The same collector called Karanbir and Harpreet back and said that the  
15 \$1,000.00 had been processed and said he would post date a charge for the balance on the  
16 account for Friday. Karanbir again asked for validation of the debt and disputed the debt. The  
17 collector said that Karanbir and Harpreet could not dispute the debt with IQ Data and that the  
18 debt had to be disputed with Ridgeway and that some of the charges were for a late  
19 payment. Karanbir explained that it could not be for a late payment because they had paid the  
20 balance in full upon move out. The collector said that IQ Data would waive the \$17.98 interest  
21 charge and that the card would be charged Friday, May 10, 2020 if they could not resolve the  
22 account with Ridgeway

23           4.15    Karanbir and Harpreet disputed the charges with Ridgeway to no avail. On May  
24 10, 2019 at 7:03 a.m., IQ Data charged the amount of \$517.98 to Harpreet's credit card. This  
25 amount included interest.



1           4.16    On May 13, 2019, Karanbir called and requested a receipt for the charges IQ  
2 Data made.

3           4.17    On or about May 14, 2019, IQ Data sent a letter to Karanbir. The letter  
4 contradicts itself by stating that \$0.00 is due, while also demanding payment of \$0.49.  
5 Enclosed with the letter was a purported statement which lists an amount due of \$1,500.22.  
6 The letter did not include validation of the account.

7           4.18    IQ Data's account notes show that IQ Data did not request validation of the  
8 account from Ridgeway until September 19, 2019, when IQ Data received a dispute letter  
9 from Karanbir and Harpreet's attorney, Sam Leonard.

10    **B.    Plaintiff Ms. Omar**

11           4.19    Defendant BLVA owns the apartment building located at 13030 Linden Avenue  
12 North, Seattle, WA 98133. The property is known as The Cambridge Apartments.

13           4.20    At all times relevant herein, ILW on behalf of SHAG acted as the property  
14 manager at The Cambridge Apartments.

15           4.21    On June 28, 2015 ILW leased an apartment at The Cambridge Apartments to  
16 Ms. Omar. The lease required Ms. Omar to pay a security deposit of \$550. The lease states:  
17 "After Resident has vacated the Unit, Landlord shall inspect the Unit and complete the Unit  
18 Inspection Report. The Landlord shall permit the Resident to participate in the inspection, if  
19 the Resident so requests."

20           4.22    On November 30, 2019, Ms. Omar moved out of The Cambridge Apartments.  
21 Before she moved out, Ms. Omar had the carpet in entire apartment professionally cleaned,  
22 and personally thoroughly cleaned the apartment.

23           4.23    After the apartment was cleaned, Ms. Omar left the keys to the apartment and  
24 a receipt showing the apartment's carpets had been professionally cleaned in the key drop  
25 box at The Cambridge Apartments property manager's office.

1 4.24 Ms. Omar requested to participate in BLVA's moveout inspection. An ILW  
2 representative came into her apartment, looked around and said everything looks great.

3 4.25 Ms. Omar did not receive a move out statement from BLVA, ILW or SHAG.  
4 Instead, she was contacted by IQ Data. IQ Data's demands for payment included \$1651.00 in  
5 move out charges and 12% interest calculated from November 30, 2019.

6 4.26 During one call with IQ Data, IQ Data's collection agent yelled at and  
7 threatened Ms. Omar.

8 4.27 ILW withheld the security deposit Ms. Omar paid and did not provide Ms. Omar  
9 a moveout statement within twenty-one days of Ms. Omar's after she moved out.

10 **C. IQ's Debt Collection Practices**

11 4.28 IQ Data promotes itself as specializing in Apartment Lease Collection and has  
12 been in operation since 1998.<sup>2</sup>

13 4.29 Avenue5, ILW and multiple other property management companies in  
14 Washington State place alleged past due residential tenant accounts with IQ Data for  
15 collection.

16 4.30 IQ Data collects and attempts to collect interest and collection fees not legally  
17 due from former tenants.

18 4.31 IQ Data has a pattern and practice of reporting or threatening to report alleged  
19 balances on residential tenant accounts to credit reporting agencies.

20 4.32 IQ Data and the landlords know that residential tenants of apartment  
21 properties are particularly concerned about having outstanding balances with landlords in  
22 collection or reported on their credit reports because such reports make it difficult or  
23 impossible to rent a new apartment.

24  
25  
26 \_\_\_\_\_  
27 <sup>2</sup> See <https://www.iqdata-inc.com/about-us> (last visited November 19, 2020).

1 **V. CLASS ACTION ALLEGATIONS**

2 5.1 Pursuant to Civil Rule 23, Plaintiffs bring this case on behalf of themselves and  
3 of a Class and Subclasses defined as follows:

4 **IQ DATA CLASS:** All Washington residents on whose former  
5 tenant account IQ Data collected, or attempted to collect  
6 interest calculated from the tenant’s move out date, within four  
7 years prior to filing of this First Amended Complaint.

8 **IQ DATA FDCPA SUBCLASS:** All members of the IQ DATA CLASS  
9 from whom IQ DATA collected or attempted to collect within  
10 one-year prior to the filing of this First Amended Complaint.

11 **AVENUE5 SUBCLASS:** All former tenants of an AVENUE5  
12 managed property in Washington whose accounts AVENUE5  
13 assigned to IQ DATA and:

14 (1) who moved out within three years prior to the filing of this  
15 First Amended Complaint and from whom AVENUE 5 collected a  
16 deposit or security without providing a move-in checklist that  
17 stated the condition of the walls, floors, countertops, carpets,  
18 and appliances in the unit; and/or

19 (2) who moved out within three years prior to filing of this First  
20 Amended Complaint, and to whom AVENUE5 did not mail a  
21 statement of AVENUE5’s basis for retaining any deposit amount  
22 within 21-days after the tenant moved out.

23 **ILW SUBCLASS:** All former tenants of an ILW managed property  
24 in Washington whose accounts ILW assigned to IQ DATA and:

25 (1) who moved out within three years prior to the filing of this  
26 First Amended Complaint and from whom ILW collected a  
27 deposit or security without providing a move-in checklist that  
stated the condition of the walls, floors, countertops, carpets,  
and appliances in the unit; and/or

(2) who moved out within three years prior to filing of this First  
Amended Complaint, and to whom ILW did not mail a statement  
of ILW’s basis for retaining any deposit amount within 21-days  
after the tenant moved out.

Excluded from the Classes is any entity in which one or more Defendants has a controlling  
interest, officers or directors of Defendants, this Court and any employees assigned to work  
on this case, and all employees of the law firms representing Plaintiffs and the Classes.

5.2 **Numerosity.** Avenue5 manages multiple apartment complexes in the State of  
Washington. ILW manages multiple apartment complexes in the State of Washington. IQ Data

1 collects for multiple property management companies in the State of Washington. On  
2 information and belief, there are thousands of people in the Class and Subclasses.

3 5.3 Each Defendant retains databases and other documentation regarding the  
4 members of the proposed Class and Subclasses. Further, the Class and Subclass definitions  
5 describe a set of common and objective characteristics sufficient to allow a member of each  
6 group to identify himself or herself as having a right to recover.

7 5.4 **Commonality and Predominance.** Defendants' conduct is based on their  
8 respective standard practices. As such, the claims raise common issues that predominate over  
9 individual issues. Adjudication of these common issues in a single action has important and  
10 desirable advantages of judicial economy.

11 5.5 There exist questions of law and fact common to Plaintiffs and the proposed  
12 Classes, including but not limited to:

13 a. Whether Avenue5 and/or Ridgeway has a systemic practice of not  
14 providing a full and specific statement of the reasons for retaining all or part of security  
15 deposits;

16 b. Whether Avenue5 and/or Ridgeway has a systemic practice of failing to  
17 refund tenant security deposits within the time limit set by RCW 59.16.280;

18 c. Whether Avenue5 and/or Ridgeway fail to give tenants itemized  
19 statements of the condition of the units it rents to tenants in the time frame and manner  
20 required under RCW 59.18.260 and RCW 59.18.280;

21 d. Whether ILW and/or BLVA has a systemic practice of not providing a full  
22 and specific statement of the reasons for retaining all or part of security deposits;

23 e. Whether ILW and/or BLVA has a systemic practice of failing to refund  
24 tenant security deposits within the time limit set by RCW 59.16.280;

25 f. Whether ILW and/or BLVA has a systemic practice of adding inflated or  
26 false charges for tenants who have vacated its properties;

1 g. Whether ILW and/or BLVA systemically fails to give tenants itemized  
2 statements of the condition of the units it rents to tenants in the time frame and manner  
3 required under RCW 59.18.260 and RCW 59.18.280;

4 h. Whether Avenue5's and/or Ridgeway's conduct described above  
5 violates the Washington Residential-Landlord Tenant Act;

6 i. Whether ILW's and/or BLVA's conduct described above violates the  
7 Washington Residential-Landlord Tenant Act;

8 j. Whether IQ Data demands interest on move-out charges calculated  
9 from the date former tenants moved out;

10 k. Whether IQ Data has a practice of responding to former tenant requests  
11 for validation with threats of negative credit reporting;

12 l. Whether IQ Data's conduct violates the Washington Collection Agency  
13 Act;

14 m. Whether IQ Data's conduct violates the Federal Fair Debt Collection  
15 Practices Act; and

16 n. The nature and extent of the injury to the Class and Subclasses and the  
17 measure of compensation for such injury.

18 5.6 **Typicality.** Plaintiffs Karanbir's and Harpreet's claims are typical of the claims of  
19 the IQ Data Class and the Avenue5 Subclass. Plaintiff Omar's claim are typical of the claims of  
20 the IQ Data Class, the IQ Data FDCPA Subclass, and the ILW Subclass. Plaintiffs' claims, like the  
21 claims of the Class and Subclasses, arise out of the same common course of conduct, are  
22 subject to uniform policies, and are based on the same legal and remedial theories. Defendant  
23 IQ Data calculated interest on former tenant accounts from the date of moveout, which is  
24 days or weeks before the landlord bills tenants for any move out charges it claims are owed.  
25 Defendants Avenue5 and ILW failed to provide move-in and move-out statements required by  
26 the RLTA and failed to provide statements explain any retained security deposit amounts  
27

1 within 21 days after Plaintiffs and members of the proposed Subclasses moved out.

2           **5.7 Adequacy of Representation.** Plaintiffs are appropriate representative parties  
3 for the Class and Subclasses and will fairly and adequately protect the interests of the Class  
4 and Subclasses. Plaintiffs understand and are willing to undertake the responsibilities of acting  
5 in a representative capacity on behalf of the proposed Class and Subclasses. Plaintiffs will  
6 fairly and adequately protect the interests of the Class and Subclasses and have no interests  
7 that directly conflict with interests of the Class or Subclasses. Plaintiffs have retained  
8 competent and capable attorneys who are experienced trial lawyers with significant  
9 experience in complex and class action litigation, including consumer class actions. Plaintiffs  
10 and their counsel are committed to prosecuting this action vigorously on behalf of the Class  
11 and Subclasses and have the financial resources to do so.

12           **5.8 Superiority.** Plaintiffs and members of the Class and Subclasses suffered harm  
13 and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class action,  
14 however, most Class and Subclass members would find the cost of litigating their claims  
15 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation  
16 because it conserves judicial resources, promotes consistency and efficiency of adjudication,  
17 provides a forum for small claimants, and deters illegal activities. The Class and Subclass  
18 members are readily identifiable from Defendants' records, and there will be no significant  
19 difficulty in the management of this case as a class action.

20           **5.9 Injunctive Relief.** Defendants' conduct is uniform to all members of each Class  
21 and Subclass. Defendants have acted or refused to act on grounds that apply generally to the  
22 Class and Subclasses, so that final injunctive relief or declaratory relief is appropriate with  
23 respect to the Class and Subclasses as a whole.

1 **VI. CLAIMS**

2 **FIRST CAUSE OF ACTION**

3 **Violation of Washington’s Collection Agency Act (RCW 19.16 et seq.)**  
4 ***Per Se* violation of the Washington Consumer Protection Act**  
5 **RCW 19.86 et seq.**  
6 **(Defendant IQ Data)**

7 6.1 Plaintiffs reallege and incorporate by reference all allegations set forth above.

8 6.2 Pursuant to RCW 19.16.440, a collection agency that violates the Prohibited  
9 Practices section of the Collection Agency Act (“CAA”), RCW 19.16.250 has committed unfair  
10 and deceptive trade practices for purposes of application of the CPA.

11 6.3 IQ Data violated multiple provisions of RCW 19.16.250 by: (1) calculating  
12 interest on move out charges from the date of moveout and before the amounts become  
13 liquidated; and (2) responding to oral requests for validation of the amounts IQ Data claimed  
14 due by threatening Plaintiffs with impairment of their credit ratings. These are *per se* unfair or  
15 deceptive acts or practices under the CPA.

16 6.4 The amounts IQ Data sought to collect are “claims” as defined by RCW  
17 19.16.100(2) because they are “obligation[s] for the payment of money or thing of value  
18 arising out of any agreement or contract, express or implied.”

19 6.5 Each Plaintiff is a “debtor” as defined by RCW 19.16.100(7) because IQ Data  
20 alleged that they owed or owe a “claim.”

21 6.6 The CAA prohibits a collection agency from communicating with a debtor or  
22 anyone else in such a manner as to harass, intimidate, threaten, or embarrass a debtor,  
23 including communication with unreasonable frequency. RCW 19.16.250(13).

24 6.7 The CAA prohibits a collection agency from communicating with a debtor and  
25 representing or implying that the existing obligation of the debtor has been increased by the  
26 addition of any fees or charges that cannot be legally added to the obligation. RCW  
27 19.16.250(15).

1           6.8     The CAA prohibits a collection agency from threatening to take any action  
2 against a debtor which the licensee cannot legally take at the time the threat is made. RCW  
3 19.16.250(16).

4           6.9     The CAA prohibits a collection agency from collecting or seeking to collect  
5 interest and fees not legally due. RCW 19.16.250(21).

6           6.10    IQ Data violated RCW 19.16.250(13), (15), (16) and (21) when it repeatedly  
7 communicated to Plaintiffs that they owed interest or fees not legally due.

8           6.11    IQ Data threatened to take actions it cannot legally take when it threatened to  
9 make negative credit reports of amounts not due if the former tenants did not pay the  
10 amounts demanded.

11          6.12    Pursuant to RCW 19.16.450, because IQ Data engaged in prohibited practices in  
12 violation of RCW 19.16.250, neither IQ Data, the landlords, nor any other party is entitled to  
13 recover any interest, service charges, attorneys' fees, collection costs, or any other fees or  
14 charges that might otherwise be owed, other than the amount of the original obligation.

15          6.13    IQ Data's actions injured Plaintiffs financially and forced Karanbir and Harpreet  
16 to pay amounts not legally due, negatively impacted each Plaintiffs' credit worthiness, and  
17 caused Plaintiffs to incur legal fees in the investigation of the debts.

18          6.14    IQ Data's unfair or deceptive acts occurred in its trade or business..

19          6.15    IQ Data's unfair or deceptive acts or practices affect the public interest. IQ  
20 Data's conduct was capable of deceiving a substantial portion of the public and has already  
21 injured hundreds of Washington residents.

22          6.16    There is a likelihood that IQ Data's practices will injure other members of the  
23 Washington public, particularly because IQ Data continues to attempt to collect and collects  
24 interest calculated from the date of move out from Washington consumers.



1 **SECOND CAUSE OF ACTION**

2 **Violation of the Fair Debt Collection Practices Act, 15 U.S.C. 1692 et seq.**  
3 **(Defendant IQ Data)**

4 6.17 Plaintiffs reallege and incorporate by reference each and every allegation set  
5 forth in the preceding paragraphs.

6 6.18 The Fair Debt Collection Practices Act (“FDCPA”) is a strict liability statute.

7 6.19 The FDCPA prohibits debt collectors from using any false, deceptive or  
8 misleading representation or means in connection with the collection of any debt. 15 U.S.C.  
9 § 1692e.

10 6.20 The FDCPA prohibits a debt collector from making a false representation of the  
11 character, amount, or legal status of a debt. 15 U.S.C. § 1692e(2)(A).

12 6.21 The FDCPA prohibits a debt collector from threatening to take any action that  
13 cannot be legally taken. 15 U.S.C. § 1692e(5).

14 6.22 The FDCPA prohibits a debt collector from communicating or threatening to  
15 communicate to any person credit information that the debt collector knows or should know  
16 is incorrect. 15 U.S.C. § 1692e(8).

17 6.23 The FDCPA prohibits a debt collector from using any false representations or  
18 deceptive means to collect or attempt to collect any debt. 15 U.S.C. § 1692e(10).

19 6.24 The FDCPA prohibits a debt collector from using any unfair or unconscionable  
20 means to collect or attempt to collect any alleged debt. 15 U.S.C. § 1692f.

21 6.25 The FDCPA prohibits a debt collector from attempting to collect any amount  
22 not authorized by the agreement creating the debt or permitted by law. 15 U.S.C. § 1692f(1).

23 6.26 Plaintiffs are each “consumers” under the FDCPA because IQ Data alleged that  
24 they are or were obligated to pay debts relating to a residential tenancy. 15 U.S.C. § 1692a(3).

1           6.27    The money that IQ Data alleged Plaintiffs owed is a “debt” under the FDCPA  
2 because it was an alleged obligation to pay money arising out of a transaction that was  
3 primarily for personal, family, or household purposes. 15 U.S.C. § 1692a(5).

4           6.28    IQ Data is a “debt collector” under the FDCPA because it uses the mails in its  
5 business the principal purpose of which is the collection of debts, and because it regularly  
6 collects or attempts to collect, directly or indirectly, debts owed or due another. 15 U.S.C.  
7 § 1692a(6).

8           6.29    Each letter IQ Data sent Plaintiffs and each phone call IQ Data had with each  
9 Plaintiff is a “communication” under the FDCPA because IQ Data was conveying information  
10 regarding a debt directly or indirectly to Plaintiffs. 15 U.S.C. § 1692a(2).

11           6.30    IQ Data violated 15 U.S.C. §§ 1692e, e(2), e(5), e(10) by communicating to  
12 Plaintiffs that they owed amounts that they did not owe, including interest calculated from  
13 the date of moveout.

14           6.31    IQ Data violated 15 U.S.C. 1692f and 1692f(1) by collecting and attempting to  
15 collect amounts Plaintiffs did not owe, including interest calculated from the date of moveout.

16           6.32    IQ Data violated 15 U.S.C. § 1692 e(8) by threatening to report false negative  
17 information to each Plaintiff’s credit report.

18           6.33    Plaintiffs incurred actual and statutory damages as a result of IQ Data’s  
19 violations of the FDCPA.

20           6.34    Plaintiffs are entitled to legal relief against IQ Data, including recovery of actual  
21 damages, statutory damages, attorneys’ fees, costs of suit, and such further relief as the Court  
22 may deem proper.

1 **THIRD CAUSE OF ACTION**

2 **Violation of the Consumer Protection Act RCW 19.86 et seq.**  
3 **(Defendant IQ Data)**

4 6.35 Plaintiffs reallege and incorporate by reference each and every allegation set  
5 forth in the preceding paragraphs.

6 6.36 Plaintiffs and IQ Data are each “persons” within the meaning of the  
7 Washington Consumer Protection Act. RCW 19.86.010(1).

8 6.37 Defendants conduct “trade” and “commerce” within the meaning of the  
9 Washington Consumer Protection Act. RCW 19.86.010(2).

10 6.38 The conduct described above and throughout this Complaint is unfair or  
11 deceptive within the meaning of the Washington Consumer Protection Act. RCW 19.86.010,  
12 et. seq.

13 6.39 IQ Data has engaged in unfair or deceptive acts or practices in the conduct of  
14 its business, including:

15 a. Collecting or attempting to collect interest on accounts from the date of  
16 moveout, before Plaintiffs had even been billed for amounts allegedly owed;

17 b. Ignoring requests for explanation or validation of the amounts allegedly  
18 owed and instead threatening Plaintiffs and class members with impairment of their credit  
19 ratings if they did not pay the move-out fees and interest demanded.

20 6.40 IQ Data’s systematic practice of calculating interests on former tenant balances  
21 running from the date of moveout and responding to requests for validation of amounts  
22 claimed due with threats of negative credit reporting is unfair or deceptive. The unfairness of  
23 this conduct is exacerbated by the fact that former tenants are especially vulnerable because  
24 negative reporting of landlord-tenant debt makes it difficult to find new housing in what is  
25 already a tight rental market.

26 6.41 IQ Data’s common courses of conduct have occurred in trade or commerce,  
27 within the meaning of the Washington Consumer Protection Act, RCW 19.86.010(2) and RCW

1 19.86.020.

2 6.42 IQ Data's unfair or deceptive acts or practices impact the public interest  
3 because they have injured Plaintiffs and class members and have the capacity to injure  
4 hundreds of other Washington residents.

5 6.43 The Washington Supreme Court has recognized the public policy significance of  
6 regulating the debt collection industry and has specifically found that the business of debt  
7 collection affects the public interest, and collection agencies are subject to strict regulation to  
8 ensure they deal fairly and honestly with alleged debtors.

9 6.44 As a direct and proximate result of IQ Data's unfair or deceptive acts or  
10 practices, Plaintiffs and members of the Class and Subclasses have each suffered an injury in  
11 fact and lost money or had their credit negatively impacted. IQ Data's conduct has injured  
12 Plaintiffs' money or property in that Karanbir and Harpeet paid the unlawful interest IQ Data  
13 demanded and IQ Data's conduct negatively impacted Plaintiffs' credit worthiness.

14 6.45 Plaintiffs and the Class and Subclasses are therefore entitled to legal relief  
15 against Defendants, including recovery of actual damages, treble damages, attorneys' fees,  
16 costs of suit, and such further relief as the Court may deem proper

17 6.46 Plaintiffs and the Class and Subclasses are also entitled to injunctive relief in  
18 the form of an order prohibiting Defendants from engaging in the alleged misconduct and  
19 such other equitable relief as the Court deems appropriate.

20 **FOURTH CAUSE OF ACTION**

21 **Violations of the Residential Landlord Tenant Act, RCW 59.18.010, et seq.**  
22 **(Defendants ILW and BLVA)**

23 6.47 Plaintiffs reallege and incorporate by reference each and every allegation set  
24 forth in the preceding paragraphs.

25 6.48 RCW 59.18.260 provides, in pertinent part,

26 No [security] deposit may be collected by a landlord unless the  
27 rental agreement is in writing and a written checklist or  
statement specifically describing the condition and cleanliness of

1 or existing damages to the premises and furnishings, including,  
2 but not limited to, walls, floors, countertops, carpets, drapes,  
3 furniture, and appliances, is provided by the landlord to the  
4 tenant at the commencement of the tenancy. The checklist or  
5 statement shall be signed and dated by the landlord and the  
6 tenant, and the tenant shall be provided with a copy of the  
7 signed checklist or statement. No such deposit shall be withheld  
8 on account of normal wear and tear resulting from ordinary use  
9 of the premises. . . .If the landlord collects a deposit without  
10 providing a written checklist at the commencement of the  
11 tenancy, the landlord is liable to the tenant for the amount of  
12 the deposit, and the prevailing party may recover court costs  
13 and reasonable attorneys' fees.

14 6.49 ILW does not use a checklist or other written statement of the type specifically  
15 required under RCW 59.18.260. Accordingly, ILW is liable to Ms. Omar and the ILW Class for  
16 the amount of the deposit and Plaintiffs' attorneys' fees and costs of suit.

17 6.50 RCW 59.18.280 provides, in pertinent part:

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

23 (2) If the landlord fails to give such statement together with any  
24 refund due the tenant within the time limits specified above he  
25 or she shall be liable to the tenant for the full amount of the  
26 deposit. . . .The court may in its discretion award up to two  
27 times the amount of the deposit for the intentional refusal of  
the landlord to give the statement or refund due. In any action  
brought by the tenant to recover the deposit, the prevailing  
party shall additionally be entitled to the cost of suit or  
arbitration including a reasonable attorneys' fee.

6.51 ILW did not return Ms. Omar's security deposit and did not provide Ms. Omar a  
statement giving its basis for retaining the deposit within 21 days of their move out. The  
untimely statement she did receive regarding ILW's retention of the entire security deposit  
was not "full and specific."

6.52 ILW did not comply with the statutory time limits, or the content of the notice  
required by RCW 59.18.280 in Ms. Omar's case or in the case of members of the ILW  
Subclasses. Accordingly, ILW is liable for the full amount of the deposit plus two times that  
amount as a statutory penalty and Plaintiffs' attorneys' fees and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Violations of the Residential Landlord Tenant Act, RCW 59.18.010, et seq.**  
3 **(Defendants Avenue5 and Ridgegate)**

4 6.53 Plaintiffs reallege and incorporate by reference each and every allegation set  
5 forth in the preceding paragraphs.

6 6.54 RCW 59.18.260 provides, in pertinent part,

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

23 6.55 Avenue5 did not provide Karanbir and Harpeet or members of the Avenue5  
24 SubClass a checklist or written statement of the type specifically required under RCW  
25 59.18.260. Accordingly, Avenue5 is liable to Plaintiffs for amount of the deposit and Plaintiffs'  
26 attorneys' fees and costs of suit.

27 6.56 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 statement or refund due. In any action

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

3 6.57 Avenue5 did not return Karanbir's and Harpeet's security deposit and did not  
4 provide Karanbir and Harpeet a statement giving its basis for retaining the deposit within 21  
5 days of their move out. The untimely statement Avenue5 did provide to explain its retention  
6 of the entire security deposit was not "full and specific."

7 6.58 Avenue5 did not comply with the statutory time limits, or the content of the  
8 notice required by RCW 59.18.280 in Karanbir's and Hapreet's case or in the case of members  
9 of the Avenue5 Subclass. Accordingly, Avenue5 is liable for the full amount of the deposit plus  
10 two times that amount as a statutory penalty and Plaintiffs' attorneys' fees and costs of suit.

#### 11 **VII. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for relief as follows:

- 13 A. Actual Damages;
- 14 B. Statutory Damages;
- 15 C. Treble Damages under the CPA;
- 16 D. Double Damages under the RLTA;
- 17 E. Injunctive and declaratory relief declaring Defendants' deceptive and/or unfair

18 acts or practices to be unlawful, and enjoining Defendants from engaging in each of the unfair  
19 and deceptive acts set forth herein, including, but not limited to:

20 1. An order prohibiting Avenue5 and Ridgeway from collecting or  
21 retaining security deposits from residential tenants unless Avenue5 or Ridgeway fully  
22 complies with the requirements of RCW 59.18.260 and .280;

23 2. An order prohibiting Avenue5 or Ridgeway from charging any amount  
24 for tenant damage to a residential unit, unless they first informed the tenant when the  
25 damage inspection will take place and offered the tenant the opportunity to be present during  
26 the inspection;





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