

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

Christopher Durand,

Plaintiff,

v.

Beyer & Associates, LLC,
Parking Revenue Recovery Services, Inc., and
Hudson Insurance Company
Defendants

Civil Action No: 4:20-cv-155

COMPLAINT

DEMAND FOR JURY TRIAL

NOW COMES, CHRISTOPHER DURAND (“Plaintiff”), by and through his attorneys, SHAWN JAFFER LAW FIRM, PLLC, for his Complaint against Defendant BEYER & ASSOCIATES, LLC (“BEYER”) and Defendant Parking Revenue Recovery Services, Inc. (“PRRS”) (collectively referred to as “Defendants”), for violations 15 U.S.C. § 1692 et seq., of the Fair Debt Collection Practices Act (“FDCPA”).

JURISDICTION AND VENUE

1. Plaintiff brings this action under §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act (“FDCPA”) for actual and statutory damages, costs, and reasonable attorney’s fees against the Defendants.

2. This Court has jurisdiction over this action and all counts under 28 U.S.C. §§ 1331, 1337 and 15 U.S.C. § 1692k.

3. Venue in this District is proper under 28 U.S.C. §§ 1391(b)(2) because a substantial part of the events or omissions giving rise to this claim occurred here.

PARTIES

4. Plaintiff is a natural person residing at 4429 Chaparral Creek Dr, Fort Worth, TX 76123.

5. Plaintiff is allegedly obligated to pay a debt to PRRS arising from an alleged obligation between the Plaintiff and Cowtown Parking in the amount of \$75.00 (the Consumer Debt”) for a parking fine at a private parking lot in Fort Worth, Texas.

6. Plaintiff is a “Consumer” meaning Plaintiff is a natural person who is obligated or allegedly obligated to pay any debt.

7. The Consumer Debt is an obligation or alleged obligation of the Plaintiff to pay money arising out of a transaction in which the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.

Beyer & Associates, LLC

8. Defendant BEYER is a Colorado based collections and debt recovery law firm that regularly collects or attempts to collect debts due to third-parties, directly or indirectly from consumers in the State of Texas.

9. Defendant BEYER is a person who engages in interstate commerce by using the telephone and mails in a business which the principal purpose is the collection of debts.

10. Defendant BEYER is a debt collector as defined under 15 USC §1692(b)(6).

Parking Revenue Recovery Services, Inc.

11. Defendant PRRS is a Colorado collections agency or debt buyer that regularly collects debts from consumers in the State of Texas.

12. Defendant PRRS is a person who engages in interstate commerce by using the telephone and mails in a business which the principal purpose is the collection of debts.

13. Defendant PRRS is a debt collector as defined under 15 USC §1692(b)(6).

Defendant Hudson Insurance Company

14. Defendant Hudson Insurance Company (“Hudson”) is an indemnity for Defendant BEYER.

15. Defendant Hudson is an insurance company that conducts business in Texas and can be served with service of process at CT Corporation System, 1999 Bryan St, Suite 900, Dallas, TX 75201.

FACTUAL ALLEGATIONS

16. On December 6, 2019, Plaintiff parked his car at a private parking lot in Fort Worth, Texas owned or operated by Cowtown Parking. Plaintiff paid \$10 cash for a \$7 parking ticket and the self-service machine did not return his change.

17. Plaintiff then displayed the parking receipt on his car’s dashboard and left for about an hour or so.

18. When Plaintiff returned there was a parking ticket on his car from Cowtown Parking in the amount of \$75.00 for failure to display his parking receipt on his car’s dashboard.

19. On December 9, 2019 Plaintiff disputed the \$75.00 with Cowtown Parking by email as instructed on the parking ticket.

20. On December 13, 2019, Cowtown Parking emailed Plaintiff a photograph showing the ticket visible on the Plaintiff’s car dashboard but Cowtown Parking refused to cancel the parking ticket but offered to lower the fee to \$55.00.

21. Later, on December 13, 2019 the Plaintiff disputed the parking ticket again with Cowtown circling the photograph in red showing the parking receipt on his car’s dashboard.

22. At some time between December 13-18, 2019, Cowtown sent the parking ticket into collections with PRRS.

23. On December 18, 2019, PRRS emailed Plaintiff stating that the parking ticket stands.

24. On January 23, 2020, PRRS had BEYER mail a collection letter to Plaintiff attempting to collect \$75.00 to his address in Fort Worth, Texas. See Exhibit A.

25. Plaintiff at all relevant times placed the parking receipt on his car's dashboard and complied with Cowtown Parking's rules.

26. Plaintiff does not owe \$75.00 to Cowtown Parking, PRRS, or BEYER but Cowtown and Defendants owe Plaintiff \$3.00 for overpayment.

27. Defendants attempt to collection \$75.00 is an amount that is not expressly permitted by agreement creating the Consumer Debt or permissible by law.

28. Plaintiff has been injured by Defendants with threats of financial injury to his credit reports and possible legal action from Defendants, Plaintiff has suffered mental anguish, cost of postage for certified mail, frustration and loss of time.

29. For these reasons, the Defendant BEYER and Defendant PRRS have violated the FDCPA.

FIRST CAUSE OF ACTION
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.
§1692e & 1692f *et seq.* AS TO DEFENDANT BEYER

30. Plaintiff re-alleges and incorporates by reference paragraphs in this complaint as though fully set forth herein.

31. BEYER's debt collection efforts against Plaintiff violated various provisions of the FDCPA.

32. Section §1692e provides a non-exhaustive list of false, deceptive, and misleading conduct prohibited by the statute including:

- (a) The false representation of the character, amount, or legal status of any debt; and
- (b) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

15 U.S.C. §1692e(2), & (10)

33. Section §1692f provides a non-exhaustive list of unfair or unconscionable means to collect or attempt to collect any debt, including: (1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is authorized by the agreement creating the debt or permitted by law.

34. BEYER violated the FDCPA when BEYER mailed Plaintiff a deceptive collection letter which falsely represented the character and amount of the Consumer Debt.

35. BEYER violated the FDCPA when it attempted to collect an unauthorized debt.

36. For these reasons, the BEYER is liable to the Plaintiff for actual and statutory damages, costs, and reasonable attorney's fees.

SECOND CAUSE OF ACTION
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT 15 U.S.C.
§1692e & 1692f *et seq.* AS TO DEFENDANT PRRS

37. Plaintiff re-alleges and incorporates by reference paragraphs in this complaint as though fully set forth herein.

38. PRRS's debt collection efforts against Plaintiff violated various provisions of the FDCPA.

39. Section §1692e provides a non-exhaustive list of false, deceptive, and misleading conduct prohibited by the statute including:

- (a) The false representation of the character, amount, or legal status of any debt; and

(b) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

15 U.S.C. §1692e(2), & (10)

40. Section §1692f provides a non-exhaustive list of unfair or unconscionable means to collect or attempt to collect any debt including: (1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is authorized by the agreement creating the debt or permitted by law.

41. PRRS violated the FDCPA when PRRS caused to be mailed to Plaintiff a deceptive collection letter which falsely represented the character and amount of the Consumer Debt.

42. PRRS violated the FDCPA when it attempted to collect an unauthorized debt.

43. For these reasons, PRRS is liable to the Plaintiff for actual and statutory damages, costs, and attorney's fees.

DEMAND FOR TRIAL BY JURY

44. Plaintiff requests a trial by jury on all issues and counts so triable, pursuant to Rule 38 of the Federal Rules of Civil Procedure.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, demands judgment from Defendants as follows:

1. Awarding Plaintiff and statutory damages up to \$1,000;
2. Awarding Plaintiff actual damages to be determined by the jury;
3. Awarding Plaintiff costs of this action, including reasonable attorneys' fees and expenses;
4. Awarding pre-judgment interest and post-judgment interest; and
5. Awarding Plaintiff such other and further relief as this Court may deem just and proper.

DATED: February 20, 2020

Respectfully Submitted,

SHAWN JAFFER LAW FIRM PLLC

/s/ Shawn Jaffer_____.

Shawn Jaffer

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