

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

MADYSON PALMER,
PLAINTIFF,

v.

REVNOW LLC, and
TEXAS BONDING COMPANY,
DEFENDANTS

Case No. 4:24-cv-659

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Madyson Palmer (“Plaintiff”), by and through her undersigned counsel, brings this lawsuit against RevNow LLC (“RevNow”) and Texas Bonding Company (“TBC”) alleges as follows:

NATURE OF ACTION

1. This action arises out of violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, and the Texas Finance Code § 392.001, *et seq.* and the Florida Consumer Collection Practices Act (“FFCPA”), Fla. Stat. § 559.55, *et seq.* by Defendant RevNow.
2. Supplemental Jurisdiction exists pursuant to 28 U.S.C. § 1367.
3. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).
4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), in that one or more defendants transact business in this judicial district and a substantial portion of the acts giving rise to this action occurred in this District.
5. Plaintiff resides in this District.
6. Texas law applies because the actions of RevNow were directed at Plaintiff, a resident of Texas.

7. Florida law applies because the actions of RevNow were directed at Plaintiff from RevNow's place of business in Florida.

PARTIES

8. Plaintiff, Madyson Palmer ("Plaintiff"), is an adult individual residing in Tarrant County, Texas, and is a "consumer" as the term is defined by 15 U.S.C. § 1692a(3) and Tex. Fin. Code § 392.001(1) and is a "debtor" or "consumer" as those words are defined by Fla. Stat. §559.55(8).
9. RevNow is a New York business operating from Tampa, Florida and Lockport, New York.
10. RevNow is not registered to do business in Texas but can be served in the state of New York via its registered agent, CT Corporation System, 28 Liberty Street, New York, NY 10005.
11. RevNow's website (<https://revnowfinancial.com/what-we-do>) (last visited June 15, 2024) states the following:

No matter how hard you try to avoid it past due accounts are a part of issuing credit. The foundation of RevNow is built on third-party collection services. Let us do our job while you focus on growing your business.
12. On another page of its website (<https://revnowfinancial.com/about>) (last visited June 15, 2024) RevNow describes itself as "a third-party collection agency with a passion for helping consumers find customized solutions to their financial challenges."
13. The principal purpose of RevNow is the collection of debts using the mails and telephone and other means.
14. RevNow regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another that arose out of transactions in which the money,

property or services which are the subject of the transactions are primarily for personal, family or household purposes.

15. RevNow is a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and as that term is defined by Tex. Fin. Code § 392.001(6) and Fla. Stat. §559.55(7) and is a “third-party debt collector” as that term is defined by Tx. Fin. Code § 392.001(7).

16. TBC is a surety company for a bond RevNow has on file with the Texas Secretary of State, bond number 100683124. TBC is liable for acts committed by RevNow pursuant to, and to the extent provided by, Chapter 392 of the Texas Finance Code and a bond secured pursuant thereto, as well as any other applicable law.

17. TBC is a foreign entity that can be served in the state of Texas via its registered agent, National Registered Agents Inc., at 1999 Bryan St., Suite 900, Dallas, Texas, 75201.

FACTUAL ALLEGATIONS

18. At some time in the past, Plaintiff allegedly incurred a financial obligation that was primarily for personal, family or household purposes, namely an amount due and owing on a personal account (hereinafter the "Account"). The funds from the Account were used to pay for various personal effects, but not for any business or commercial purpose whatsoever.

19. The Account constitutes a “debt” as that term is defined by 15 U.S.C. § 1692a(5) and by Fla. Stat. §559.55(6) and is a “consumer debt” as that term is defined by Tex. Fin. Code § 392.001(2).

20. The Account allegedly went into default.

21. Plaintiff admits the existence of the Account, but disputes the amount defendants attempted to collect from her.

22. Plaintiff requests that defendants cease all further communications regarding the Account.
23. After the Account allegedly went into default, the Account was placed with, or otherwise transferred to RevNow for collection.
24. RevNow's collector(s) were employee(s) of RevNow at all times mentioned herein.
25. RevNow acted at all times mentioned herein through its employee(s).
26. During the one year prior to the filing of this complaint, RevNow called several of Plaintiff's family members and told them that Plaintiff had listed her as a point of contact on the Account.
27. This was a false statement.
28. RevNow also called Plaintiff's brother and told him that there was litigation against Plaintiff and that Plaintiff needed to report to RevNow immediately.
29. RevNow did not have Plaintiff's authorization or consent to speak with any of Plaintiff's family members, especially her brother, about the Account.
30. The statements made to Plaintiff's brother were intended to be conveyed to Plaintiff.
31. The statements made to Plaintiff's brother were intended to scare and humiliate Plaintiff into calling RevNow and paying RevNow money.
32. The statement to Plaintiff's brother that there was litigation against Plaintiff was false, deceptive and misleading as RevNow had not filed a lawsuit against Plaintiff, had not initiated criminal litigation, has not filed a lawsuit against Plaintiff or initiated criminal litigation since the statements were made (on approximately December 20, 2024) and RevNow did not have the present intention of suing Plaintiff or initiate criminal proceedings if she failed to repay the Account.

33. The statements described above were meant to cause Plaintiff to believe that she would be sued or prosecuted if she did not immediately repay the Account, and that RevNow would use involuntary recovery methods to secure payment.
34. The statements described above would cause the least sophisticated consumer to believe that she would be sued or prosecuted if she did not immediately repay the Account and that RevNow had involuntary recovery methods available to it to secure payment.
35. Plaintiff was embarrassed and humiliated when she learned that her family learned of her debts.
36. RevNow failed to ever provide Plaintiff with notice of her rights to dispute the validity of the debt in question.
37. In almost every verbal communication, RevNow failed to inform Plaintiff that it was a debt collector or that it was attempting to collect a debt or that any information obtained from Plaintiff would be used for the purpose of debt collection.
38. RevNow failed to provide Plaintiff with meaningful disclosure of its identity in one or more of its phone calls with Plaintiff.
39. RevNow intended for Plaintiff to suffer extreme anxiety and fear as a result of all of the communications directed to her and her family members.
40. The purpose for which RevNow intended to cause Plaintiff's extreme anxiety and fear was to coerce a payment from Plaintiff on the Account.
41. The telephone calls each constituted a "communication" as defined by 15 U.S.C. § 1692a(2).
42. The only reason that RevNow and/or representative(s), employee(s) and/or agent(s) of RevNow made telephone call(s) to Plaintiff was to attempt to collect the Account.

43. The statements and actions of RevNow and its representative(s), employee(s) and/or agent(s) constitute illegal communication in connection with debt collection and violate 15 U.S.C. § 1692b(2) and § 1692c(b) and § 1692d(2) and § 1692e(2)&(3)&(4)&(5)&(7)&(8)&(10)&(11) and 15 U.S.C. § 1692g and Tex Fin. Code §392.301(a)(2)&(5)&(6)&(7)&(8) and §392.302(1) and §392.304(a)(3)&(4)&(5)&(8)&(12)&(13)&(14)&(16)&(17)&(19) and Fla Stat. § 559.72(5)&(7)&(10)&(12).
44. All of the conduct by RevNow and/or its employees and/or agents alleged in the preceding paragraphs was done knowingly and willfully.
45. RevNow, and its agents and employees, knew that the information provided to Plaintiff was false.
46. RevNow and its respective agents and employees told Plaintiff the above false information in order to trick, deceive and manipulate Plaintiff into transmitting money to RevNow.
47. As a consequence of RevNow's collection activities and communication(s), Plaintiff seeks damages pursuant to 15 U.S.C. § 1692k(a) and Tex. Fin. Code § 392.403 and Fla. Stat. § 559.77(2).

RESPONDEAT SUPERIOR

48. The representative(s) and/or collector(s) at RevNow were employee(s) and/or agents of RevNow at all times mentioned herein.
49. The representative(s) and/or collector(s) at RevNow were acting within the course and/or scope of their employment at all times mentioned herein.
50. The representative(s) and/or collector(s) at RevNow were under the direct supervision and control of RevNow at all times mentioned herein.

51. The actions of the representative(s) and/or collector(s) at RevNow are imputed to their employer, RevNow.

COUNT I: VIOLATIONS OF THE FDCA 15 U.S.C. § 1692, et seq.

52. The previous paragraphs are incorporated into this Count as if set forth in full.

53. By acting in the manner described in the above paragraphs, RevNow and its representative(s), employee(s) and/or agent(s) violated 15 U.S.C. § 1692b(2) and § 1692c(b) and § 1692d(2) and § 1692e(2)&(3)&(4)&(5)& (7)&(8)&(10)&(11) and 15 U.S.C. § 1692g.

54. Plaintiff suffered actual damages in the form of emotional distress as a proximate result of the actions or inactions of Defendants.

55. Pursuant to 15 U.S.C. § 1692k Plaintiff seeks actual and statutory damages, reasonable attorney's fees and costs from Defendants.

COUNT II: VIOLATIONS OF THE TEXAS FINANCE CODE

56. The previous paragraphs are incorporated into this Count as if set forth in full.

57. By acting in the manner described in the above paragraphs, RevNow and its representative(s), employee(s) and/or agent(s) violated Tex Fin. Code §392.301(a)(2)& (5)&(6)&(7)&(8) and §392.302(1) and §392.304(a)(3)&(4)&(5)&(8)& (12)&(13)& (14)&(16)&(17)&(19).

58. Pursuant to Tex. Fin. Code §392.403(a)(1), Plaintiff seeks an injunction against RevNow enjoining it from future violations of the Texas Finance Code as described herein.

59. Pursuant to Tex. Fin. Code §392.403(a)(2) Plaintiff seeks damages from RevNow.

60. Pursuant to Tex. Fin. Code §392.403(b) Plaintiff seeks attorney's fees and costs from RevNow.

**COUNT III: VIOLATIONS OF THE
FLORIDA CONSUMER COLLECTION PRACTICES ACT**

61. The previous paragraphs are incorporated into this Count as if set forth in full.
62. By acting in the manner described in the above paragraphs, RevNow and its representative(s), employee(s) and/or agent(s) violated Fla Stat. § 559.72(5)&(7)&(10)&(12).
63. Pursuant to Fla. Stat. § 559.77(2), Plaintiff seeks statutory damages, punitive damages, reasonable attorney's fees and costs from RevNow.
64. Pursuant to Fla. Stat. § 559.77(2), Plaintiff seeks an injunction against RevNow enjoining it from future violations of Fla Stat. § 559.72(5)&(7)&(10)&(12) as described herein.

COUNT IV: INVASION OF PRIVACY (INTRUSION ON SECLUSION)

65. The previous paragraphs are incorporated into this Count as if set forth in full.
66. RevNow engaged in extreme and outrageous conduct by falsely stating or implying that Plaintiff had been sued and by disclosing the existence of the defaulted debt to one or more unauthorized third-parties.
67. The conduct of RevNow as described above was intentional and it intruded on Plaintiff's solitude, seclusion, or private affairs in such a way that would be highly offensive to a reasonable person.
68. Plaintiff suffered serious emotional distress as a result of RevNow's conduct in that she suffered severe emotional distress, anxiety and fear.

COUNT V: EXEMPLARY DAMAGES

69. The previous paragraphs are incorporated into this Count as if set forth in full.
70. Exemplary damages should be awarded against RevNow because the harm with respect to which Plaintiff seeks recovery of exemplary damages resulted from malice (which means that there was a specific intent by RevNow to cause substantial injury or harm to Plaintiff) and/or gross negligence (which means that the actions and/or omissions of RevNow (i) when viewed objectively from the standpoint of RevNow at the time of the acts and/or omissions, those acts and/or omissions involved an extreme degree of risk, considering the probability and magnitude of potential harm to others and (ii) were such that RevNow had an actual, subjective awareness of the risk involved but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others).

COUNT VI: IMPUTED LIABILITY OF TEXAS BONDING COMPANY

71. The previous paragraphs are incorporated into this Count as if set forth in full.
72. The act(s) and omission(s) of RevNow and its representative(s), employee(s) and/or agent(s) in violation of Tex Fin. Code §392.301(a)(2)& (5)&(6)&(7)&(8) and §392.302(1) and §392.304(a)(3)&(4)&(5)&(8)& (12)&(13)&(14)&(16)&(17)&(19) as described above are imputed to TBC pursuant to Tex. Fin. Code §392.102.
73. Pursuant to Tex. Fin. Code §392.403, Plaintiff seeks damages, reasonable attorney's fees and costs from TBC.

JURY TRIAL DEMAND

74. Plaintiff is entitled to and hereby demands a trial by jury.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff requests that the Court grant the following:

75. Judgment in favor of Plaintiff and against RevNow LLC as follows:

- a. Actual damages pursuant to 15 U.S.C. §1692k(a)(1);
- b. Statutory damages in the amount of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2);
- c. Reasonable attorneys fees and costs pursuant to 15 U.S.C. § 1692k(a)(3);
- d. Actual damages pursuant to Tex. Fin. Code §392.403(a)(2);
- e. An injunction permanently enjoining RevNow following trial of this cause from committing acts in violation of the Texas Finance Code as cited herein pursuant to Tex. Fin. Code §392.403(a)(1);
- f. Reasonable attorneys fees and costs pursuant to Tex. Fin. Code §392.403(b);
- g. Exemplary damages pursuant to the common law of Texas, see, e.g. *Waterfield Mortgage Co., Inc. v. Rodriguez*, 929 S.W.2d 641, 645 (Tex. App. 1996);
- h. Actual damages pursuant to Fla. Stat. § 559.77(2);
- i. Statutory damages in the amount of \$1,000.00 pursuant to Fla. Stat. § 559.77(2);
- j. An injunction permanently enjoining AARS following trial of this cause from committing acts in violation of the Florida Statutes as cited herein pursuant to Fla. Stat. § 559.77(2);
- k. Reasonable attorneys fees and costs pursuant to pursuant to Fla. Stat. § 559.77(2);
and
- l. Such other and further relief as the Court deems just and proper.

76. Judgment in favor of Plaintiff and against Texas Bonding Company as follows:

- a. Damages and reasonable attorney's fees and costs pursuant to Tex. Fin. Code § 392.403 as awarded against RevNow; and
- b. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

THE **WOOD** FIRM, PLLC

/s/ Jeffrey D. Wood

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Attorney for Plaintiff

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MADYSON PALMER

(b) County of Residence of First Listed Plaintiff Tarrant
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
The Wood Firm, PLLC
209 Hubbard Dr.
Heath, TX 75032 (214) 914-8374

DEFENDANTSREVNOW LLC
Texas Bonding Company

County of Residence of First Listed Defendant out of state
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Med. Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Mgmt. Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Empl. Ret. Inc. Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition) ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☒ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC 1692, et seq.

Brief description of cause:
unlawful debt collection practices

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$
25,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S)

PENDING OR CLOSED: (See instructions): JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

07/12/2024

/s/ Jeffrey D. Wood

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____