

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF HAWAII

Paul Alpha Grant v. Greystar Real Estate Partners, LLC;
Conservice, LLC

Grant · No. Civ. No. 25-00300 JMS-RT · Decided May 19, 2026

SUMMARY

The United States District Court for the District of Hawaii granted Greystar Real Estate Partners, LLC and Conservice, LLC's motions to dismiss claims arising from alleged tenant utility overbilling. The court dismissed the federal RICO claim without leave to amend, struck the newly asserted Fair Housing Act interference claim, and dismissed the Hawaii retaliation claim without prejudice after declining supplemental jurisdiction. The court ordered the Clerk to close the case.

CASE DETAILS

COURT	United States District Court for the District of Hawaii
WRITING FOR THE COURT	J. Michael Seabright
JURISDICTION	United States District Court for the District of Hawaii
DECIDED	May 19, 2026
DOCKET	Civ. No. 25-00300 JMS-RT
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved to dismiss the second amended complaint under Federal Rule of Civil Procedure 12(b)(6) and sought dismissal of all three claims. The court decided the motions without a hearing, granted both motions, dismissed the federal RICO claim without leave to amend, struck the newly asserted Fair Housing Act interference claim, and dismissed the state-law retaliation claim without prejudice after declining supplemental jurisdiction.
STANDARD OF REVIEW	On a motion to dismiss, the court sets aside conclusory allegations, accepts nonconclusory factual allegations as true, and determines whether the complaint states a plausible claim for relief under Federal Rule of Civil Procedure 8(a)(2). Fraud-based claims must satisfy Rule 9(b)'s particularity requirement. Pro se pleadings are liberally construed but must provide defendants with fair notice of the alleged wrongdoing. Leave to amend may be denied when amendment would be futile, particularly after multiple prior opportunities to amend.

PRECEDENTIAL VALUE	unpublished, nonprecedential district-court order
PARTIES	Paul Alpha Grant v. Greystar Real Estate Partners, LLC, Conservice, LLC

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QUESTIONS PRESENTED

1. Whether the second amended complaint plausibly alleged a civil RICO enterprise and a pattern of racketeering activity by the defendants.
2. Whether Grant could assert a new Fair Housing Act interference claim outside the scope of the court's prior orders granting limited leave to amend.
3. Whether the second amended complaint stated a Fair Housing Act interference claim under 42 U.S.C. § 3617.
4. Whether the court should exercise supplemental jurisdiction over Grant's Hawaii statutory retaliation claim after dismissing all claims within the court's original jurisdiction.
5. Whether further leave to amend the RICO claim should be granted.

HOLDINGS

1. The second amended complaint did not plausibly allege an association-in-fact RICO enterprise because it offered only conclusory allegations of a common purpose and described routine business roles and interactions rather than facts showing a relationship organized for a common fraudulent purpose.
2. The second amended complaint failed to plausibly allege a pattern of racketeering activity by Greystar because it focused on invoices transmitted by Conservice and did not identify acts by Greystar or adequately identify each defendant's role in the alleged fraud.
3. The RICO claim was dismissed without leave to amend because Grant had received multiple opportunities to amend and had not cured the identified pleading deficiencies.
4. The newly asserted interference claim was properly stricken because the court's prior order granted leave to amend only the RICO and retaliation claims, not to add new claims.
5. The § 3617 interference claim failed to state a claim because challenging utility-billing practices did not implicate rights protected by 42 U.S.C. §§ 3604, 3605, or 3606, and the complaint did not allege discrimination based on a protected status.
6. The court declined to exercise supplemental jurisdiction over the state-law retaliation claim after dismissing all claims within its original jurisdiction and dismissed the retaliation claim without prejudice.

to refiling in state court.

KEY QUOTATIONS

“To determine whether that requirement is satisfied, the court must set conclusory factual allegations aside, accept non-conclusory factual allegations as true, and decide whether these allegations state a plausible claim for relief.” (Section III)

“An association-in-fact enterprise must have (1) a common purpose, (2) structure or organization, and (3) longevity necessary to accomplish the purpose.” (Section IV.A.1)

“Where no federal claims remain, the balance of factors will generally point toward declining to exercise jurisdiction over remaining state-law claims.” (Section IV.C)

FACTUAL BACKGROUND

Grant was a tenant at Kapilina Beach Homes in Ewa Beach, Hawaii, a residential community managed and operated by Greystar. Greystar partnered with Conservice to administer utility billing, and Grant alleged that invoices overstated utility charges compared with meter-based calculations. After Grant complained about the billing practices, he alleged that adverse tenancy actions were initiated.

PROCEDURAL HISTORY

Grant filed the original complaint on July 18, 2025. The court previously dismissed the claims with partial leave to amend, then dismissed the amended complaint with further partial leave to amend. After Grant filed a second amended complaint, Defendants separately moved to dismiss; the court granted both motions and closed the case.

DISPOSITION

dismissed

CASES CITED

- Epstein v. Wash. Energy Co., 83 F.3d 1136, 1140 (9th Cir. 1996)
- Ashcroft v. Iqbal, 556 U.S. 662, 677–80 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Starr v. Baca, 652 F.3d 1202, 1216 (9th Cir. 2011)
- Eldridge v. Block, 832 F.2d 1132, 1137 (9th Cir. 1987)
- Brazil v. U.S. Dep't of Navy, 66 F.3d 193, 199 (9th Cir. 1995)
- Carolina Cas. Ins. Co. v. Team Equip., Inc., 741 F.3d 1082, 1086 (9th Cir. 2014)
- Grant v. Greystar Real Est. Partners, LLC, 2025 WL 3712270 (D. Haw. Dec. 22, 2025)
- Grant v. Greystar Real Est. Partners, LLC, 2026 WL 555580 (D. Haw. Feb. 27, 2026)
- United Bhd. of Carpenters & Joiners of Am. v. Bldg. & Constr. Trades Dep't, AFL-CIO, 770 F.3d 834, 837 (9th Cir. 2014)

- *Amina v. WMC Fin. Co.*, 329 F. Supp. 3d 1141, 1167 (D. Haw. 2018)
- *Eclectic Props. E., LLC v. Marcus & Millichap Co.*, 751 F.3d 990, 997 (9th Cir. 2014)
- *Fraser v. Team Health Holdings, Inc.*, 2022 WL 971579, at *11–12 (N.D. Cal. Mar. 31, 2022)
- *Mann v. City of Tucson, Dep't of Police*, 782 F.2d 790, 793–94 (9th Cir. 1986)
- *Swartz v. KPMG LLP*, 476 F.3d 756, 764–65 (9th Cir. 2007)
- *Moore v. Kayport Package Express, Inc.*, 885 F.2d 531, 541 (9th Cir. 1989)
- *Varlitskiy v. County of Riverside*, 2020 WL 6049935, at *4 (C.D. Cal. Aug. 11, 2020)
- *Rich v. Shrader*, 823 F.3d 1205, 1209 (9th Cir. 2016)
- *Heay v. Phillips*, 201 F.2d 220, 222 (9th Cir. 1952)
- *Williams v. Felker*, 467 F. App'x 580, 582 (9th Cir. 2012)
- *DeLeon v. Wells Fargo Bank, N.A.*, 2010 WL 4285006, at *3–4 (N.D. Cal. Oct. 22, 2010)
- *Warren v. Specialized Loan Servicing, LLC*, 2024 WL 3207003, at *2 (C.D. Cal. Mar. 1, 2024)
- *Raiser v. City of Los Angeles*, 2014 WL 794786, at *4 (C.D. Cal. Feb. 26, 2014)
- *Sifuentes v. Google Inc.*, 2023 WL 4181267, at *8 (N.D. Cal. June 26, 2023)
- *Gamble v. City of Escondido*, 104 F.3d 300, 305 (9th Cir. 1997)
- *City of Chicago v. Int'l Coll. of Surgeons*, 522 U.S. 156, 173 (1997)
- *Acri v. Varian Assocs., Inc.*, 114 F.3d 999, 1001 (9th Cir. 1997) (en banc)
- *Artis v. District of Columbia*, 583 U.S. 71, 75 (2018)