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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NICK TUCEY,

Plaintiff,

v.

ROTO-ROOTER SERVICES COMPANY; and VERLIANCE, INC.,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES FOR VIOLATIONS OF:

1. **FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. §§ 1692, *ET SEQ.*; AND**
2. **THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CAL. CIV. CODE §§ 1788, *ET SEQ*.**

JURY TRIAL DEMANDED

INTRODUCTION

1. Plaintiff NICK TUCEY ("Mr. Tucey," or "Plaintiff"), through Plaintiff's attorneys, brings this action to challenge the actions of defendants ROTO-ROOTER SERVICES COMPANY ("Roto-Rooter") and VERLIANCE, INC., ("Verliance") (together "Defendants"), with regard to attempts by Defendants to unlawfully and abusively collect a debt alleged to be owed by Plaintiff, which caused Plaintiff damages. Additionally, Verliance is in violation of federal debt collection laws by contacting Plaintiff to collect a debt before 8:00 a.m. and also collecting a debt not owed or authorized by law or contract.

2. Specifically, Plaintiff alleges that Roto-Rooter's actions described herein are in direct violation of the: (1) Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §§ 1788, *et seq.* ("RFDCPA").

3. Similarly, Verliance's actions described herein are in direct violation of the: (1) Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692, *et seq.* ("FDCPA"); and (2) Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §§ 1788, *et seq.* ("RFDCPA").

4. In enacting the Fair Debt Collection Practices Act ("FDCPA"), Congress's purpose was to eliminate abusive debt collection practices by debt collectors, to ensure det collectors who refrain from using abusive debt collection practices are not competitively disadvantaged and to promote consistent State action to protect consumers against debt collection abuse.

5. The California legislature has determined that the banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts and that unfair or deceptive collection practices undermine the public confidence that is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers. The Legislature has further determined that there is a need to ensure that debt collectors exercise this responsibility with fairness, honesty, and due regard for the debtor's rights and that

debt collectors must be prohibited from engaging in unfair or deceptive acts or practices.[1]

6. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to Plaintiff, or to Plaintiff's counsel, which Plaintiff alleges on personal knowledge.

7. Unless otherwise indicated, the use of Defendants' names in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of the named Defendants.

8. Any violations by Defendants were knowing, willful, and intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such specific violation.

9. All violations alleged regarding the FDCPA and RFDCPA are material violations as these violations would limit the ability of a hypothetical least sophisticated debtor to make an intelligent choice as to the alleged debt, determine whether the debt was owed, and to actions that should be taken to resolve the alleged debt.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this case arises out of violation of federal law. 15 U.S.C. §§ 1692, *et seq.* Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367 for supplemental state claims

11. Because Defendants direct and conduct business within the State of California and this judicial district, personal jurisdiction is established.

12. Personal jurisdiction and venue are proper in the Northern District of California pursuant to 28 U.S.C. § 1391 for the following reasons: (1) Plaintiff

[1] Cal. Civ. Code §§ 1788.1 (a)-(b)

resides within this judicial district; (2) the conduct and damages complained of herein occurred within this judicial district; and (3) Defendants conducted business within this judicial district at all times relevant.

13. Specifically, Defendants abusively sought to collect a debt from Plaintiff, which occurred while Plaintiff was located in the County of Santa Clara, State of California, which is within this judicial district.

PARTIES

14. Plaintiff is an individual residing in the County of Santa Clara, State of California, and is, and at all times mentioned herein was, a "person" as defined by 47 U.S.C. § 153(39) and Cal. Civ. Code § 1788.2(g). Additionally, Plaintiff is, and at all times mentioned herein was, a "debtor" as the term is defined by Cal. Civ. Code § 1788.2(h).

15. Plaintiff is informed and believes, and thereon alleges, that Roto-Rooter is, and at all times mentioned herein was, a national plumbing and drain service company registered in Iowa, with its headquarters located at 255 East 5th Street, Suite 2500, Cincinnati, OH 45202. Plaintiff alleges that at all times relevant herein Roto-Rooter conducted business in the State of California, in the County of Santa Clara, within this judicial district.

16. Plaintiff is informed and believes, and thereon alleges, that Roto-Rooter regularly collects or attempts to collect, directly, or indirectly, debts owed or due or asserted to be owed or due, and thus engages in "debt collection" as that term is defined by California Civil Code § 1788.2(b) and is a "debt collector" as that term is defined by Cal. Civ. Code § 1788.2(c) and 15 U.S.C. § 1692a(6).

17. Roto-Rooter is, and at all times mentioned herein was, a "person" as defined by Cal. Civ. Code § 1788.2(g).

18. Roto-Rooter claims it is owed an alleged debt by Plaintiff, which makes Defendant a "creditor" pursuant to California Civil Code § 1788.2(i) of the RFDCPA and 15 U.S.C. § 1692a(4).

19. Plaintiff is informed and believes, and thereon alleges, that Verliance is, and at all times mentioned herein was, a corporation engaged in the business of debt collection, registered in Texas, with its headquarters located at 2425 Country Road 389, Stephenville, TX 76401. Plaintiff alleges that at all times relevant herein it conducted business in the State of California, in the County of Santa Clara, within this judicial district.

20. Verliance is a national collection agency, a self-described debt collector, and person, who uses an instrumentality of interstate commerce in a business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

21. Verliance in the ordinary course of business, regularly on behalf of itself and/or others, engages in "debt collection" as that term is defined by California Civil Code § 1788.2(b) and is therefore a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6) and Cal. Civ. Code § 1788.2(c).

22. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer transaction. As such, this action arises out of an alleged "debt" as that term is defined by 15 U.S.C. § 1692a(5) and "consumer debt" as that term is defined by Cal. Civ. Code § 1788.2(f).

FACTUAL ALLEGATIONS

23. At all times relevant, Plaintiff is an individual residing within the State of California. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendants conducted business in the State of California and within this district.

24. On the evening of June 11, 2025, Plaintiff's bathroom toilet overflowed, causing water to spread onto the bathroom floor.

25. Plaintiff searched for an emergency plumbing service and contacted Roto-Rooter at approximately 12:00 a.m., on June 12, 2025.

26. A Roto-Rooter plumber arrived at Plaintiff's residence at approximately 8:00 a.m., on June 12, 2025, to address the issue. The plumber performed work Roto-Rooter described as "clear[ing] soft blockage" of the pipes and "pull[ing] out small roots." Plaintiff paid Roto-Rooter $608.00 for these services.

27. Shortly thereafter, a Roto-Rooter water restoration team arrived at Plaintiff's residence, despite not having been requested by Plaintiff. The water restoration team advised Plaintiff that, because sewage had backed up into the toilet and overflowed, the incident constituted a biohazard event.

28. Roto-Rooter provided Plaintiff with an estimate for drying and remediation services and further advised that demolition of the bathroom was necessary based on moisture readings obtained with their water detection equipment. Relying on these representations, Plaintiff signed the estimate, which included both drying services and the proposed demolition. However, after further consideration, Plaintiff ultimately decided not to proceed with demolition of the bathroom.

29. On or about June 12, 2025, Plaintiff entered into a contract with Roto-Rooter for drying and remediation services. The written scope of work stated: "just need pressure wash antimicrobial and dehumidified for 1-2 days, room is 7x6x9."

30. The estimated cost for these drying and remediation services was between $1,500.00 and $3,500.00. Further, in order to initiate the work, Plaintiff paid Roto-Rooter a $500.00 deposit.

31. Roto-Rooter, thereafter, installed a dehumidifier and air filtration equipment in the main bathroom and began the remediation process.

32. During the remediation period, a Roto-Rooter technician came to Plaintiff's residence each day from June 13, 2025, to June 15, 2025. Each visit lasted approximately five to ten minutes.

33. During each visit, the technician used a moisture detection device to test

the bathroom floor and walls and advised that the device "still showed water," stating that the drying equipment needed to remain in place.

34. The drying equipment generated excessive heat and noise, creating an intolerable environment for Plaintiff. Finally, on Monday, June 16, 2025, Plaintiff's spouse, Cindy Tucey, ("Mrs. Tucey") left a voicemail with Roto-Rooter requesting removal of the equipment and followed up by email to document the request. For purposes of this Complaint, all communications referenced were made either directly by Plaintiff or by Mrs. Tucey acting on Plaintiff's behalf.

35. Later that same day, Roto-Rooter removed the equipment from Plaintiff's home at approximately 11:00 a.m.

36. Then, on or around June 18, 2025, Deepa Mukerjee ("Deepa"), a claims coordinator from Roto-Rooter, emailed Plaintiff an invoice for the work performed. Despite Plaintiff's June 12, 2025 agreement with Roto-Rooter, the invoice indicated that the outstanding amount was $5,210.90. Notably, Plaintiff's deposit of $500.00 was not reflected on the invoice.

37. This communication from Roto-Rooter constituted "debt collection" as that phrase is defined by Cal. Civ. Code 1788.2(b).

38. Unfortunately, on June 19, 2025, at approximately 12:17 p.m., Plaintiff's toilet began backing up again. Plaintiff promptly called Aqua Flow Plumbing ("AFP") to inspect and resolve the issue.

39. Upon arrival, AFP informed Plaintiff that the pipe should not have become clogged so soon. AFP utilized proper equipment to thoroughly clear the pipe and ensure that all roots within the line were fully removed. Plaintiff paid $700 for AFP's services. Following AFP's services, Plaintiff has experienced no further issues with the toilet.

40. On or about June 23, 2025, Plaintiff responded to Roto-Rooter's email requesting a review and revision of the invoiced amount, noting that the charges exceeded the scope of work actually performed. Plaintiff also requested an

explanation for nine hours of labor allegedly billed for the three days during which Roto-Rooter personnel merely monitored the drying equipment for five to ten minutes and disclosed that the original plumber had not properly unclogged the pipes, requiring Plaintiff to retain additional third-party services.

41. In addition to Roto-Rooter attempting to collect an inaccurate and excessive amount of money, Plaintiff's email described the property damage related to Roto-Rooter's services. Specifically, screws were left in the ceiling that required removal and repair by another contractor and grease had been left behind on doors, necessitating painting to restore them.

42. Roto-Rooter never responded to Plaintiff's June 23, 2025, dispute regarding the June 18, 2025, invoice.

43. After several months of no communication by Roto-Rooter, on or about December 27, 2025, Plaintiff received a telephone call and voicemail from Deepa, from telephone number (408) 559-4218, stating she had been "leaving [Plaintiff] voicemails," in relation to the alleged amount owed.

44. However, Plaintiff had not received any communications from Roto-Rooter or Deepa following Plaintiff's dispute of the invoiced amount on or about June 23, 2025. Indeed, the December 27, 2025, call was the first contact Plaintiff received from Roto-Rooter regarding the alleged debt after his dispute.

45. Then, on or about December 31, 2025, January 5, 2026, and January 7, 2026, Plaintiff received additional telephone calls and voicemails from telephone number (951) 693-3318, from an individual identifying himself only as "Sam James" in connection to a "Roto-Rooter case."

46. Unbeknownst to Plaintiff at the time because of the content of these communications, these calls were made by Verliance, a debt collection agency attempting to collect a debt on behalf of Roto-Rooter. The voicemails referenced the original creditor, Roto-Rooter, implied that Plaintiff owed a debt, and referred to a "case," but did not disclose that the call was from Verliance, that Verliance was a

debt collector, or clearly identify the company on whose behalf they were collecting.

47. The December 31, 2025 telephone call was the initial communication Plaintiff received from Verliance. The voicemail left by Verliance beginning January 5, 2026 constituted communications under 15 U.S.C. § 1692a.

48. These voicemails did not qualify as a "limited-content message" under the CFPB Debt Collection Rule, 12 C.F.R. § 1006.6 (Regulation F) because they included information beyond what is permitted for limited-content messages, such as the creditor's name and implication of an outstanding debt. Because the voicemails did not qualify as a "limited-content message," they were communications debt collection communications under 15 U.S.C. § 1692a, which were required to include all disclosures required under the FDCPA. By failing to clearly disclose in these communications that they were a debt collector, the name of the company on whose behalf they were attempting to collect, and that any information obtained would be used for the purpose of collecting a debt, Verliance used false, deceptive, or misleading representations or means in connection with collection of a debt in violation of 15 U.S.C. § 1692e and 1692e(11) and the RFDCPA through incorporation under Cal. Civ. Code § 1788.17.

49. At no point in the voicemails from Sam James, or in any oral or written communication from Sam James or Verliance thereafter, did Verliance provide Plaintiff with notice as required pursuant to 15 U.S.C. § 1692g of the FDCPA.

50. The purpose of 15 U.S.C. § 1692g is to ensure that consumers are made aware of their rights with respect to debt collection activities. *Higgins v. Capital Credit Services, Inc.*, 762 F. Supp. 1128, 1134 (1991). Verliance's collection communications are likely to mislead Plaintiff, and other least sophisticated consumers, since Verliance failed to disclose and misrepresented the right to dispute and request verification of the alleged debt and the period of time provided by federal law.

51. At no point in the voicemails from Sam James, or in any oral or written

communication from Sam James or Verliance thereafter, did Verliance provide Plaintiff with a required notice of debtor's rights to Plaintiff as prescribed in Cal. Civ. Code § 1812.700(a) in the first written notice initially addressed to Plaintiff's California address in connection with collecting the alleged debt by Defendant, pursuant to Cal. Civ. Code § 1812.700, and in the manner prescribed by Cal. Civ. Code § 1812.700(b) and Cal. Civ. Code § 1812.701(b). Consequently, pursuant to Cal. Civ. Code § 1812.702, this omission by Verliance is a violation of the RFDCPA.

52. Through the above conduct of failing to provide notice to Plaintiff of debtor's rights as prescribed by 15 U.S.C. § 1692g and Cal. Civ. Code § 1812.700(a), Verliance has violated 15 U.S.C. § 1692e by using false, deceptive, or misleading representations in connection with collection of an alleged debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17. Thus, Verliance has also violated Cal. Civ. Code § 1788.17 of the RFDCPA.

53. Through the above conduct of failing to provide notice to Plaintiff of debtor's rights as prescribed by 15 U.S.C. § 1692g and Cal. Civ. Code § 1812.700(a), Verliance has violated 15 U.S.C. § 1692e(10) by using false representations or deceptive means to attempt to collect an alleged debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17. Thus, Verliance has also violated Cal. Civ. Code § 1788.17 of the RFDCPA.

54. Through the above conduct of failing to provide notice to Plaintiff of debtor's rights as prescribed by 15 U.S.C. § 1692g and Cal. Civ. Code § 1812.700(a), Verliance has violated 15 U.S.C. § 1692f by utilizing unfair or unconscionable means to collect an alleged debt from Plaintiff. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17. Thus, Verliance has also violated Cal. Civ. Code § 1788.17 of the RDCPA.

55. Then on or about January 8, 2026, at approximately 11:13 a.m., Plaintiff returned the calls from the (951) 693-3318 telephone number to determine why Sam James had been attempting to contact him.

56. During that call Sam James did not identify the company for which he was calling on behalf of. He informed Plaintiff that he was in "big trouble," stated that Plaintiff's Roto-Rooter bill was now over $6,000, and offered to settle the account for $5,000. Intimidated by Sam James's statements and reasonably anxious about the threat of legal action that might be taken against him, Plaintiff reluctantly agreed to settle the alleged debt for $5,000.

57. Then, Sam James stated that approval from Roto-Rooter was required and that he would call back.

58. On or about January 15, 2026, Sam James contacted Plaintiff and stated that Roto-Rooter had approved the $5,000 settlement. Plaintiff requested to pay the amount through Roto-Rooter's website, but Sam James insisted that Plaintiff provide his payment bank account information over the phone to process the agreed amount. Concerned that legal action might be pursued against him due to the representations made by Sam James, Plaintiff provided his payment information over the phone to settle the alleged debt with Roto-Rooter.

59. Then, on or about January 15, 2026, at approximately 8:50 p.m., Plaintiff received a fraud alert notification from Bank of America, requesting approval for the name listed on an e-check.

60. Upon reviewing the photo of the e-check provide by Bank of America, Plaintiff was surprised to see that the company name listed was Verliance, a name he had never heard or seen before.

61. Indeed, Plaintiff reasonably relied on the statements made during the phone calls and reasonably believed that unidentified individual had called him on behalf of Roto-Roter, that the $5,000 payment he provided was made to Roto-Rooter, as he was told on the phone calls that the unidentified individual was acting

on Roto-Rooter's behalf.

62. At no time, including after the January 15, 2026, telephone call, did Verliance provide Plaintiff with the written disclosures required by 15 U.S.C. § 1692g(a).

63. On January 16, 2026, at approximately 8:33 a.m., Plaintiff contacted Roto-Rooter to request information regarding Verliance and to determine whether Verliance was working on behalf of Roto-Rooter. Plaintiff was transferred between multiple representatives over the course of approximately two hours and ultimately left a voicemail for corporate officer Pat Swanson ("Pat").

64. During the course of the multiple transfers, at some point Plaintiff was connected to Deepa. Plaintiff was informed for the first time by Deepa that Verliance was a collection agency retained by Roto-Rooter.

65. Plaintiff informed Deepa that payment of $5,000 was sent to Verliance on January 15, 2026. Deepa responded that the total bill exceeded $5,000 and that Plaintiff should have paid more. She further requested that Plaintiff provide a receipt for the payment, as the payment was not reflected in their system.

66. These representations from Deepa made Plaintiff fearful that he would be required to pay the alleged debt a second time and Plaintiff was confused by the conflicting representations made by Roto-Rooter and Verliance, particularly because the individual who accepted the $5,000 payment on January 15, 2026, had represented that the amount of the payment had been approved by Roto-Rooter.

67. That same day, Plaintiff called Verliance and left a voicemail for David Salyer ("David"), requesting receipt for the $5,000 payment paid on January 15, 2026. David did not respond to Plaintiff.

68. Then, on or about January 19, 2026, Plaintiff received two voicemails from telephone number (408) 599-8167, at approximately 8:29 a.m., and 10:52 a.m., from Arthur Radcliffe ("Art") regarding a "customer complaint."

69. On or about January 20, 2026, Plaintiff returned Art's call to discuss the

disputed invoice amount. During the conversation, Art stated that the dehumidifier placed in Plaintiff's home was billed at $118 per day, with an additional $100 per day for air filtration.

70. When Plaintiff questioned how the total charges exceeded $5,000, Art stated that he did not know and would need to include Deepa on the call to address the billing details.

71. Plaintiff further inquired as to whom Plaintiff should work with, whether Roto-Rooter or Verliance, to resolve the issue regarding the alleged debt. Again, Art stated that he did not know and would need to include Deepa in order to provide clarification.

72. Indeed, Plaintiff additionally questioned whether Roto-Rooter or Verliance would be able to work with to resolve the issue regarding the alleged debt. Again, Art stated that he did not know and would need to include Deepa.

73. Minutes later, Art called Plaintiff back with Deepa on the line. Plaintiff began by inquiring about Verliance and asking who currently owned or was servicing the alleged Roto-Rooter debt.

74. During the discussion of payment, Deepa stated, "pay your invoice now and then we'll work with you," and further stated that she would "take [Plaintiff's] card" for the amount allegedly owed.

75. Plaintiff again requested a detailed breakdown of the charges reflected in the invoice exceeding $5,000. Deepa responded that a portion of the charges was attributable to "travel time."

76. When Plaintiff requested further clarification regarding the invoiced amount, Deepa and Art stated that Michelle Hadell ("Michelle"), the Xactimate writer, as the individual responsible for preparing the estimate and would be able to address questions concerning the charges but was currently unavailable.

77. Deepa and Art then attempted to collect payment from Plaintiff over the phone despite Michelle's unavailability. Plaintiff responded that they could wait

until the following day to resolve the matter, when Michelle would be available to clarify the charges.

78. Plaintiff, Deepa, and Art agreed to participate in a follow-up call with Michelle on January 21, 2026, at approximately 8:30 a.m., or alternatively at 11:30 a.m. if additional time was needed to review the billing concerns.

79. Plaintiff additionally followed up with Pat Swanson, as Plaintiff had not yet received a response to prior communications, and forwarded correspondence reflecting that Plaintiff's June 23, 2025, dispute of the invoice had gone unanswered. Pat did not respond to this email.

80. On January 21, 2026, Plaintiff did not receive the scheduled call with Deepa, Art, and Michelle. In an effort to resolve the matter, Plaintiff emailed Pat at approximately 12:10 p.m., notifying her of the missed call and again outlining the concerns regarding the invoiced amount and the work performed. Pat did not respond.

81. Despite Plaintiff's continued efforts to discuss and resolve the disputed invoice, later that same day at approximately 5:30 p.m., Adolfo Araica ("Adolfo") emailed Plaintiff stating, in pertinent part: "[o]ur attempts to reach you have been unsuccessful. . . [i]f you don't call us then we will consider the matter closed."

82. Frustrated by Roto-Rooter's misrepresentations, confusing and inaccurate communications, and continued failure to address Plaintiff's inquiries for verification of the amount allegedly owed, Plaintiff forwarded Adolfo's email to Pat at approximately 7:09 p.m., again requesting assistance with the matter.

83. "Sam James" called and left Plaintiff voicemails on January 21, 22, and 23, 2026, stating that the calls were regarding "an amount owed to Roto-Rooters." These voicemails, once again, exceeded what is permitted for a "limited-content message" under 12 C.F.R. § 1006.6, because they referenced the creditor and implied the existence of an outstanding debt. At the same time, these collection communications failed to satisfy the disclosure requirements of 15 U.S.C. §

1692e(11), because the caller did not disclose that the communications were from a debt collector, the name of the debt collector, and did not clearly identify the company he represented.

84. Then, on or about January 23, 2026, at approximately 7:09 a.m., Pat finally emailed Plaintiff, stating in pertinent part: "I have spoken with our General Manager, Adolfo Araica, who indicated that several voicemails and an email have been sent in an effort to reach you. At this time, they have not yet received a response." (emphasis added).

85. Plaintiff promptly responded to Pat's email at approximately 7:48 a.m., expressing frustration that he had repeatedly communicated with multiple Roto-Rooter representatives and had forwarded documentation of those communications to Pat personally. Plaintiff again requested corporate-level review and resolution of the disputed charges.

86. At approximately 8:12 a.m., Adolfo responded, copying Michelle onto the email and suggesting a meeting to "appease [Plaintiff's] concerns."

87. At approximately 9:35 a.m., Plaintiff replied, stating that "we have not received written clarification or responses addressing our billing concerns to date," and requested five main areas of concern; (1) "Drying equipment charges;" (2) "scope mismatch and non-authorized charges;" (3) "labor and ancillary charges;" (4) "application of [Plaintiff's] $500 deposit;" and (5) "property damage."

88. Later that same day, at approximately 1:40 p.m., Michelle responded, addressing the first three areas of concern. She explained that the daily charges for the equipment were "determined by a monthly regional price list provided by the program," that the contract included provisions to "provide protection to prevent cross-contamination," and that all work performed was necessary and in accordance with the S500 standard for Category 3 water damage. Regarding labor, Michelle only responded that "[a]ll work was performed according to industry standards and the S500."

89. Michelle subsequently requested that Deepa respond to Plaintiff's inquiry seeking clarification as to how Plaintiff's $500 deposit was applied to the invoice and asked that Adolfo and Art address Plaintiff's concerns regarding the property damage to his home.

90. At approximately 1:47 p.m., Deepa responded, stating only that "the $500 deposit [was] needed to commence water mitigation." This response failed to explain why the $500 deposit did not appear on the invoice or how it was not applied to the total amount allegedly owed.

91. Indeed, to this day there has been no explanation as to why the $500 deposit was not accounted for on the June 18, 2025, Roto-Rooter invoice.

92. Plaintiff's request for a response regarding the property damage caused during Roto-Rooter's work was not addressed.

93. To date, Plaintiff has received no response from Adolfo or Art, or anyone else on behalf of Roto-Rooter, concerning the property damage caused by Roto-Rooter personnel to his residence during the drying and remediation services.

94. At approximately 3:07 p.m. that same day, in an effort to finally resolve the ongoing dispute, Plaintiff offered to settle the alleged debt with Roto-Rooter for $2,000 in addition to his $500 deposit paid on June 12, 2025. However, Plaintiff never received a response from Roto-Rooter.

95. Then, on or about January 26, 2026, at approximately 2:30 p.m., Plaintiff received another telephone call and voicemail from "Sam James," who stated, in pertinent part: "[I] don't want to have to pursue **obviously a non-civil issue as well**." (emphasis added). This threatening communication from Sam James again failed to identify the company he represented or disclose that he was a debt collector but referenced Roto-Rooter and implied that Plaintiff owed a debt.

96. Plaintiff reasonably interpreted the reference to a "non-civil issue" as a threat of criminal action and became worried that criminal charges might be pursued against him. On or about January 26, 2026, at approximately 5:44 p.m., Plaintiff

forwarded a screenshot of the voicemail to Pat to document the communication. Pat Swanson never responded to Plaintiff's email.

97. On or about January 27, 2026, at approximately 8:29 a.m., Plaintiff emailed Roto-Rooter again in a further effort to determine who currently owned the alleged debt and to whom payment, if any, should properly be directed. Plaintiff did not receive a response.

98. Later that same day, at approximately 1:46 p.m., Plaintiff received another telephone call and voicemail from "Sam James," stating, in pertinent part, that "[we] need to discuss the civil action at this point." Once again, this threatening debt collection communication from Sam James failed to disclose that he was a debt collector or identify the company he represented, while implying that Plaintiff owed a debt to Roto-Rooter.

99. On January 28, 2026, at approximately 8:29 a.m., Plaintiff emailed Roto-Rooter in an effort to "resolve this [matter]," and that Plaintiff was "prepared to remit full payment by credit card upon written confirmation of who is authorized to accept payment." Roto-Rooter never responded to Plaintiff's email.

100. Later that same day, at approximately 9:14 p.m., Plaintiff emailed Verliance requesting written confirmation of "who owns and is authorized to collect" the alleged debt.

101. The next day, on January 29, 2026, at approximately 2:07 p.m., "C. Tracy" responded that Verliance was a "collection agency for Roto-Rooters," who was "authorized" to collect the alleged amount and the communication represented to Plaintiff that the "balance due is $6,123.90."

102. Plaintiff confused about the constantly changing and inflated charges yet again, responded on January 30, 2026, at approximately 8:55 a.m., stating in pertinent part: "[p]lease provides written validation of the debt, including a complete itemization explaining any charges or increases beyond the original invoice," and said the amount invoiced was disputed.

103. At approximately 9:03 a.m., C. Tracy responded stating in pertinent part: "[t]he original invoice balance is $4710.90 but because this matter was turned over to collections you are responsible for all associated fees (collections, attorney, court, etc) per agreement with Roto Rooter."

104. This response from Verliance did not include any documentation verifying the alleged debt. Specifically, it did not provide copies of any signed contracts, invoices, account statements, or other competent evidence demonstrating that Plaintiff owed the amount claimed to be owed. In addition, the communication did it provide the name and address of the current creditor, nor did it include an itemized accounting explaining how the amount allegedly owed was calculated, despite Plaintiff's multiple requests to Defendants.

105. Pursuant to 15 U.S.C. § 1692g(b), after a consumer disputes a debt in writing within thirty days of the initial communication, a debt collector must cease collection efforts provide verification of the debt before resuming collection activity. No such verification was provided to Plaintiff prior to Defendants' continued collection attempts.

106. Proper verification was particularly important in this matter because the amount referenced by C. Tracy—$4,710.90—differed from the prior invoiced amount of $5,189.69, and the amounts represented to Plaintiff by Defendants' other representatives, including Sam James, Deepa, Art, Michelle, thereby exacerbating Plaintiff's confusion regarding the accuracy and calculation of the alleged debt.

107. On January 30, 2026, at **<u>7:51 am</u>.,** pacific standard time (Plaintiff's local time zone), Plaintiff received another communication from Verliance, attempting to collect on the alleged debt despite the request for written validation. The message stated in pertinent part: "this is Kathy calling with Verliance on behalf of Roto-Rooter." Notably, this is the *only call* from Verliance that indicated they were calling from Verliance in relation to the alleged debt owed to Roto-Rooter.

108. This early morning communication from Verliance collecting the

alleged debt disturbed Plaintiff caused Plaintiff to become annoyed, frustrated, and caused Plaintiff emotional distress upon receipt. Indeed, Plaintiff was shocked the Verliance was communicating with Plaintiff regarding an alleged debt prior to normal business hours.

109. Upon information and belief, this time was reasonably known or should have been known by Verliance as inconvenient for Plaintiff. This time was also outside normal business hours and an unusual time to conduct business. By calling Plaintiff at this unusual and inconvenient time, Verliance violated 15 U.S.C. § 1692c(a)(1).

110. On February 2, 2026, at approximately 10:00 a.m., Plaintiff responded to C. Tracy's email, identifying the inconsistencies in the amounts stated and again requesting proper validation of the alleged debt to Roto-Rooter.

111. Rather than providing proper verification as required under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692g(b), Sam James responded on or about February 3, 2026, at approximately 8:06 a.m., stating in pertinent part: "I have attached the contracts. [Roto-Rooter] may want us to add more fees for monthly interest."

112. The attachments provided by Sam James consisted only of the original estimate dated June 12, 2025, and a single page of a contract referencing a provision regarding the calculation of fees. No complete contract, itemized accounting, payment history, or documentation substantiating the amounts allegedly owed was provided. Further, no explanation was provided for the additional "fees" or "monthly interest" Defendants threatened to impose on top of the inconsistent amounts claimed to be owed.

113. At approximately 9:36 a.m. that same day, Sam James followed up, stating in pertinent part: "[y]ou have $1,413 in late fee finance charges . . . [Plaintiff] had a settlement for $5,000, now [Plaintiff's] balance is $6,123.90, and an additional $25 for the bad check fee."

114. Plaintiff was frustrated and confused by these shifting figures, as the amounts referenced did not correspond with the June 18, 2025, invoice for $5,210.90, nor with the $4,710.90 amount referenced by C. Tracy. Moreover, even the figures provided by Sam James did not mathematically add up to the alleged balance of $6,123.90. This was also the first time Plaintiff had been informed of purported "finance charges," which Plaintiff was extremely confused by because there was no financing agreement with Roto-Rooter.

115. On or about February 4, 2026, at approximately 2:40 p.m., Plaintiff received a telephone call and voicemail from Sam James stating that he was calling to "discuss[] the Roto-Rooter case."

116. On February 5, 2026, at approximately 10:00 a.m., Plaintiff again emailed and requested a full itemization of all charges beyond the original invoice, along with the complete contract and all related documentation pertaining to the alleged debt.

117. Sam James responded at approximately 10:34 a.m. via email, stating in pertinent part: "you have received everything" and "[Plaintiff's] rights have not been] violated." Attached to the email was the original estimate on June 12, 2025, the June 18, 2025, invoice, and the invoice for the work done through Roto-Rooter's plumber on June 12, 2025.

118. In the same communication, Sam James further stated: "you also gave us a fraudulent check which could be **turned over to the District Attorney's office, and criminal prosecution if they chose**… we will handle civil end of the case." (emphasis added).

119. Plaintiff never gave Defendants a fraudulent check and Plaintiff reasonably understood Sam James' reference to a "fraudulent check," the "District Attorney's Office," and "criminal prosecution" as a threat that criminal charges could be pursued against him. As a result, Plaintiff experienced significant anxiety and distress, believing that he could be subject to criminal investigation or

prosecution in connection with the disputed payment.

120. On February 6, 2026, at approximately 11:55 a.m., Sam James called Plaintiff again, stating: "we are now processing this case against you."

121. One minute later, at approximately 11:56 a.m., Sam James sent an email stating: "Five (5) days or decision will be made as to which of the various collection activities should be initiated to receive our client's funds."

122. These communications were inconsistent and confusing, as Sam James alternately suggested that legal action was already being processed while also indicating that a future decision regarding potential collection activities had yet to be made. These communications also demonstrate a clear pattern of threatening conduct to coerce payments from Plaintiff.

123. On February 9, 2026, at approximately 2:50 p.m., Sam James again called Plaintiff, in an attempt to collect upon the alleged debt to Roto-Rooter.

124. On February 10, 2026, Plaintiff received yet another telephone call and voicemail from Sam James stating, in pertinent part: "I'm assuming our client will handle the civil end of the case, and then obviously concerning the bad check as well."

125. Later that same day, Sam James sent an additional email at approximately, 11:51 a.m., stating in pertinent part: "[d]o you want [Roto-Rooter] to turn you over to the **District Attorney's Office for criminal prosecution for your fraudulent check**?" (emphasis added).

126. On February 11, at approximately 3:10 p.m., Sam James again called Plaintiff, in an attempt to collect upon the alleged debt to Roto-Rooter.

127. At that same time, Sam James sent an email stating, in pertinent part: "[d]o you want [Roto-Rooter] to turn you over to the **District Attorney's Office for criminal prosecution for your fraudulent check**?" (emphasis added).

128. As a result of these Defendants' repeated and ongoing confusing, false, deceptive, misleading, and threatening collection communications, Plaintiff

continues to suffer emotional distress, anxiousness, loses sleep, and remains in fear that civil or criminal charges have been or may be brought against him.

129. Plaintiff has spent countless hours disputing unexplained fees with Verliance and Roto- Rooter without success.

130. Defendants were engaging in debt collection each time they called Plaintiff to demand payments for Plaintiff's alleged debt to Roto-Rooter.

131. Through the conduct alleged herein, Verliance, at a minimum, has violated 15 U.S.C. §1692c(a)(1), which is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17, by contacting and harassing Plaintiff in connection with the collection of an alleged debt during "unusual hours." Thus, Verliance has also violated the RFDCPA, which incorporates by reference this section of the FDCPA. *See,* Cal. Civ. Code § 1788.17.

132. As alleged herein, Roto-Rooter and Verliance also collected, and sought to collect, an alleged consumer debt from Plaintiff despite Defendants' false representations concerning the legal status of the alleged debt, as Plaintiff did not owe the amount of the alleged debt resulting from the inflated invoice or "finance fees." As a result, Defendants are in violation of 15 U.S.C. §1692e(2), which is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17.

133. Furthermore, by representing or implying that nonpayment of an alleged debt would result in arrest, imprisonment, or other criminal prosecution of Plaintiff, when such action was neither lawful or intended, Roto-Rooter and Verliance, acting on behalf of Roto-Rooter, have also violated 15 U.S.C. §1692e(4). Thus, Roto-Rooter and Verliance have also violated the RFDCPA, which incorporates by reference this section of the FDCPA. *See,* Cal. Civ. Code § 1788.17.

134. Additionally, by adding finance fees without proper disclosure, Roto-Rooter and Verliance have also violated 15 U.S.C. § 1692f and § 1692f(1), which are incorporated into the RFDCPA through Cal. Civ. Code § 1788.17, by engaging in unfair or unconscionable means to collect or attempt to collect the alleged debt

and attempting to collect an amount not authorized by agreement or permitted by law.

135. Defendants' addition of interest finance fees without disclosure, as well as the unexplained inflation of the original invoiced amount and its subsequent further increases, also constitutes false, deceptive, misleading means to collect a debt and in violation of 15 U.S.C. § 1692e and § 1692e(10). Because Cal. Civ. Code § 1788.17 incorporates the FDCPA, for the above reasons, Defendants also violated the RFDCPA.

136. Further, through the above-alleged conduct, Verliance violated 15 U.S.C. §1692e(11) by failing to clearly disclose, in their communications with Plaintiff, that they were debt collectors, the name of the company on whose behalf they were collection, and that any information obtained would be used for the purpose of collecting a debt. Moreover, the voicemails left by Verliance failed to satisfy and went beyond what is permitted for a "limited-content message" under the 12 C.F.R. § 1006.6, because they referenced the creditor, implied an outstanding debt, and included threatening statements. Verliance's failure to provide the required disclosures and the improper content of their communications constitute multiple violations of the FDCPA. Because Cal. Civ. Code § 1788.17 incorporates the FDCPA, for the above reasons, Defendant violated the RFDCPA.

137. Through the above-alleged conduct, Verliance, at a minimum, has violated 15 U.S.C. §1692g(a) and §1692g(b). Verliance failed to provide the required disclosures in its initial communication with Plaintiff including notice of Plaintiff's right to dispute the alleged debt, to request verification of the debt, and to request the name and address of the original creditor, as require under § 1692g(a). Additionally, after Plaintiff timely disputed the alleged debt and requested validation, Verliance continued to attempt to collect an alleged debt from Plaintiff after failing to provide proper validation of the debt upon request in violation of § 1692g(b). Defendant's actions of pursing collection without providing verification of

the debt constitutes a violation of the FDCPA.

138. As a direct result of Defendants' abusive conduct described above, Plaintiff has suffered and continues to suffer actual damages in the form of mental anguish and emotional distress, which manifested in symptoms including but not limited to stress, anxiety, worry, restlessness, fear, irritability, embarrassment, loss of sleep, feelings of hopelessness, and helplessness caused by Defendants.

FIRST CAUSE OF ACTION
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. §§ 1692, ET SEQ. (FDCPA)
(AGAINST VERLIANCE ONLY)

139. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

140. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA.

141. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages for a knowing or willful violation in the amount up to $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Verliance.

SECOND CAUSE OF ACTION
VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
CAL. CIV. CODE §§ 1788, ET SEQ. (RFDCPA)
(AGAINST DEFENDANTS ROTO-ROOTER AND VERLIANCE)

142. Plaintiff repeats and incorporates by reference the allegations set forth above as though fully stated herein.

143. The foregoing acts and omissions constitute numerous and multiple violations of the RFDCPA.

144. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to $1,000.00 pursuant

to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from each Defendant individually.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants for:

- An award of actual damages, in an amount to be determined at trial, pursuant to 15 U.S.C. § 1692k(a)(1);
- An award of statutory damages of $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1788.30(a), against each named Defendant individually;
- An award of statutory damages of $1,000.00, pursuant to Cal. Civ. Code § 1788.30(b), against each named Defendant individually;
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c) and 15 U.S.C. § 1692k(a)(3), against each named Defendant individually;
- Any and all other relief that this Court deems just and proper

JURY DEMAND

145. Plaintiff is entitled to, and demands, a trial by jury on all issues so triable.

Dated: February 18, 2026

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: *s/ Mona Amini*

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