UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Devon Miller ,

Plaintiff,

v.

Diversified Adjustment Service , Inc.

Defendant(s).

Civil Action No. SAG 26 CV 01477

Jury Trial Demanded

COMPLAINT FOR VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

INTRODUCTION

1. This is a civil action for damages brought by a consumer pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq. The FDCPA was enacted to eliminate abusive, deceptive, and unfair debt collection practices, to ensure that debt collectors who refrain from such practices are not competitively disadvantaged, and to protect consumers against improper collection conduct.

2. The FDCPA expressly prohibits a debt collector from communicating further with a consumer after receiving written notice that the consumer refuses to pay the debt or demands that communication cease. 15 U.S.C. § 1692c(c). Once such notice is received, the debt collector is barred from any additional contact except for the limited statutory exceptions set forth in 15

U.S.C. § 1692c(c)(1)-(3). Continued collection communications after receipt of a written refusal to pay constitute a direct violation of federal law and subject the debt collector to civil liability under 15 U.S.C. § 1692k.

I. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., a federal statute.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in this District, and Defendant regularly transacts business within this District.

II. PARTIES

5. Plaintiff Devon Miller ("Plaintiff") is a natural person and a "consumer" as defined by 15 U.S.C. § 1692a(3), currently residing in Maryland.

6. Defendant Diversified Adjustment Service, Incorporated ("Diversified" or "Defendant") is a foreign corporation with its principal place of business located at 600 Coon Rapids Boulevard, Coon Rapids, Minnesota 55433. Diversified regularly conducts debt collection activities within the State of Maryland and within this judicial District.

7. Diversified Adjustment Service, Incorporated has designated The Corporation Trust, Incorporated as its resident agent in the State of Maryland, with a registered address of 2405 York Road, Suite 201, Lutherville Timonium, Maryland 21093-2264.

8. Diversified Adjustment Service, Incorporated's principal business purpose is the collection of consumer debts on behalf of others. Diversified regularly attempts to collect debts owed or allegedly owed to third parties. Accordingly, Diversified is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

III. STANDING

9. Plaintiff has Article III standing to bring this action. After Plaintiff provided written notice on February 14, 2026 refusing to pay the alleged debt, Defendant continued to send collection text messages in direct violation of 15 U.S.C. § 1692c(c). Plaintiff suffered a concrete and particularized injury as a direct result of that unlawful conduct.

10. Defendant's continued collection communications after receiving Plaintiff's written refusal constituted an intrusion upon Plaintiff's seclusion and a violation of his right to be free from further debt collection contact. The receipt of an unwanted collection message after a written refusal is the kind of harm that has long been recognized at common law and that Congress specifically targeted in enacting the FDCPA. See Lupia v. Medicredit, Inc., 8 F.4th 1184, 1191-92 (10th Cir. 2021) (holding that a single unwanted communication following a written cease notice constitutes a concrete injury bearing a close relationship to the common-law tort of intrusion upon seclusion, sufficient to confer Article III standing).

11. Plaintiff's injuries are fairly traceable to Defendant's conduct, as the post-refusal communications flowed directly from Defendant's violation of 15 U.S.C. § 1692c(c). Plaintiff's

injuries are redressable through the statutory damages, actual damages, and costs authorized under 15 U.S.C. § 1692k.

IV. STATUTORY BACKGROUND: THE FDCPA

12. Congress enacted the FDCPA based on its finding that "[t]here is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors" and that such practices "contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy." 15 U.S.C. § 1692(a).

13. 15 U.S.C. § 1692c(c) provides that if a consumer notifies a debt collector in writing that the consumer refuses to pay a debt, the debt collector shall not communicate further with the consumer with respect to such debt, except: (1) to advise the consumer that the debt collector's further efforts are being terminated; (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked; or (3) where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy.

14. A consumer's text message reply to a debt collector's collection text message constitutes written notice within the meaning of 15 U.S.C. § 1692c(c). The statute does not limit written notice to paper correspondence. Under the CFPB's Regulation F, 12 C.F.R. § 1006.6(c), a consumer may satisfy the writing requirement through an electronic communication sent through a medium through which the debt collector accepts electronic communications from consumers. Defendant itself initiated contact via text message and provided an opt-out mechanism within that same channel, thereby accepting text message as a valid medium of communication.

15. 15 U.S.C. § 1692e(11) requires that in all communications subsequent to the initial communication, a debt collector must disclose that the communication is from a debt collector.

V. FACTUAL ALLEGATIONS

16. The alleged debt arose from a consumer account used primarily for personal, family, or household purposes and therefore constitutes a "consumer debt" within the meaning of 15 U.S.C. § 1692a(5).

17. On or about February 14, 2026, Defendant sent a text message to Plaintiff's cellular telephone regarding an alleged debt purportedly owed to Baltimore Gas and Electric Company ("BG&E") in the amount of $1,866.87. The message identified Defendant as a debt collector, stated it was an attempt to collect a debt, directed Plaintiff to visit a web link to resolve the account, and provided instructions to reply "STOP" to opt out of further text communications.

18. Plaintiff responded through the same text message thread on or about February 14, 2026, stating: "I am homeless I will not pay." This response constituted clear and unambiguous written notice that Plaintiff refused to pay the alleged debt within the meaning of 15 U.S.C. § 1692c(c).

19.Plaintiff's written refusal was transmitted through the same electronic channel that Defendant itself initiated and through which Defendant accepted consumer responses, including opt-out requests.

20. Upon receipt of Plaintiff's written refusal, Defendant was legally prohibited under 15 U.S.C. § 1692c(c) from communicating further with Plaintiff in connection with the alleged debt, except for the three narrow statutory exceptions set forth in § 1692c(c)(1)-(3).

21. Despite receiving Plaintiff's written refusal, Defendant sent an additional text message to Plaintiff on or about February 17, 2026, stating in part: "We have not had a response regarding a debt of $1,866.87 owed to BG&E. To pay visit https://dasipay.com/... or call 1-844-828-9645." (Exhibit A.)

22. The February 17, 2026 text message was a collection communication. It referenced the alleged debt, identified the creditor, and directed Plaintiff to take action to pay. It was not a communication to advise Plaintiff that collection efforts were being terminated, to identify a remedy that may be invoked, or to notify Plaintiff of an intent to invoke a specific remedy. It did not fall within any of the three exceptions under 15 U.S.C. § 1692c(c)(1)-(3).

23. Notably, Defendant's February 17, 2026 message stated that it had "not had a response" regarding the debt — despite having received Plaintiff's written refusal three days earlier through the same text channel. This indicates that Defendant either failed to process Plaintiff's written refusal or failed to maintain procedures sufficient to prevent further collection contact after receiving it.

24. The February 17, 2026 text message also failed to include the disclosure required by 15 U.S.C. § 1692e(11) that the communication was from a debt collector.

25. As a direct and proximate result of Defendant's post-refusal collection communications, Plaintiff suffered annoyance, disruption, invasion of privacy, emotional distress, and loss of time addressing the unlawful communications.

26. Defendant's conduct was willful and knowing, or in the alternative, negligent, in that Defendant failed to implement adequate procedures to cease collection communications upon receipt of a consumer's written refusal to pay.

VI. CAUSES OF ACTION

COUNT I

Violation of 15 U.S.C. § 1692c(c)

(Continued Communication After Written Refusal to Pay)

27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

28. 15 U.S.C. § 1692c(c) provides: "If a consumer notifies a debt collector in writing that the consumer refuses to pay a debt or that the consumer wishes the debt collector to cease further communication with the consumer, the debt collector shall not communicate further with the consumer with respect to such debt, except — (1) to advise the consumer that the debt collector's further efforts are being terminated; (2) to notify the consumer that the debt collector or creditor may invoke specified remedies which are ordinarily invoked by such debt collector or creditor; or (3) where applicable, to notify the consumer that the debt collector or creditor intends to invoke a specified remedy."

29. On or about February 14, 2026, Plaintiff notified Defendant in writing through the same text message channel Defendant initiated, stating: "I am homeless I will not pay." This constituted written notice of refusal to pay within the meaning of § 1692c(c).

30. Despite receiving Plaintiff's written refusal, Defendant sent an additional collection text message on or about February 17, 2026, directing Plaintiff to pay the alleged debt of $1,866.87 owed to BG&E. This communication did not fall within any of the statutory exceptions permitted under § 1692c(c)(1)-(3).

31. The fact that Defendant's February 17 message stated it had received "no response" — when Plaintiff had in fact responded three days earlier — demonstrates that Defendant lacked procedures reasonably adapted to process consumer refusals and prevent further contact. A debt

collector cannot escape liability under the bona fide error defense without showing that it maintained procedures reasonably adapted to avoid the specific error at issue. Lupia v. Medicredit, Inc., 8 F.4th 1184, 1196 (10th Cir. 2021).

32. Defendant thereby violated 15 U.S.C. § 1692c(c) by communicating with Plaintiff in connection with the collection of the alleged debt after receiving Plaintiff's written refusal to pay.

33. As a result of Defendant's violation, Plaintiff suffered actual damages including emotional distress, invasion of privacy, annoyance, and loss of time. Defendant is liable to Plaintiff for actual damages, statutory damages, and costs pursuant to 15 U.S.C. § 1692k.

34. Defendant's conduct was willful and knowing. Alternatively, Defendant's conduct was negligent in that Defendant failed to maintain procedures sufficient to prevent continued collection communications following receipt of a written refusal to pay.

<u>COUNT II</u>

Violation of 15 U.S.C. § 1692e(11)

(Failure to Disclose Communication is From a Debt Collector)

35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

36. 15 U.S.C. § 1692e(11) prohibits a debt collector from failing to disclose in subsequent communications that the communication is from a debt collector.

37. The February 17, 2026 text message was a subsequent communication following Defendant's initial collection contact on February 14, 2026. Defendant's February 17, 2026 message failed to include the required disclosure that it was a communication from a debt collector.

38. Defendant thereby violated 15 U.S.C. § 1692e(11).

39. As a result of Defendant's violation, Plaintiff is entitled to actual damages, statutory damages, and costs pursuant to 15 U.S.C. § 1692k. Defendant's conduct was willful and knowing, or in the alternative, negligent.

VII. JURY DEMAND

40. Plaintiff demands a trial by jury on all issues so triable pursuant to Rule 38(b) of the Federal Rules of Civil Procedure.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Devon Miller respectfully requests that this Court enter judgment in his favor and against Defendant Diversified Adjustment Service, Incorporated, and award:

A.Statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A) in the amount of $1,000.00 per violation;

B.Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) in an amount to be determined at trial;

C.Costs of this action, including all filing fees and service costs, pursuant to 15 U.S.C. § 1692k(a)(3);

D.Such other and further relief as the Court deems just and proper.

Respectfully submitted,

Devon Miller

Pro Se Plaintiff

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Date: 4-16-2026

D Miller