

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

Gloria Yocum v. Rental Solutions, LLC; Scalley Reading Bates
Hansen & Rasmussen, P.C.; and Does 1 through 5

Yocum · No. 2:25-cv-00577-DBB-DAO · Decided March 11, 2026

SUMMARY

The United States District Court for the District of Utah denied Defendants’ motion to dismiss Gloria Yocum’s claims under the Fair Debt Collection Practices Act, the Utah Consumer Sales Practices Act, and the Utah Communications Fraud Act. The court held that the alleged obligation for property damage beyond reasonable wear and tear plausibly arose from the residential lease agreement and therefore qualified as a “debt” under the FDCPA. Because the FDCPA claim survived, the court retained supplemental jurisdiction over the state-law claims.

CASE DETAILS

COURT	United States District Court for the District of Utah
WRITING FOR THE COURT	David Barlow
JURISDICTION	United States District Court for the District of Utah
DECIDED	March 11, 2026
DOCKET	2:25-cv-00577-DBB-DAO
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss claims under the Fair Debt Collection Practices Act, the Utah Consumer Sales Practices Act, and the Utah Communications Fraud Act. The court denied the motion.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded facts as true, draws reasonable inferences in favor of the nonmoving party, liberally construes the pleadings, disregards conclusory allegations, and determines whether the complaint states a facially plausible claim for relief.
PRECEDENTIAL VALUE	Unknown; memorandum decision and order of a federal district court with no reporter citation.

TOPICS

fair debt collection

motions to dismiss

consumer protection

subject matter jurisdiction

civil procedure

PRACTICE AREAS

consumer protection

fair debt collection

civil procedure

federal jurisdiction

QUESTIONS PRESENTED

1. Whether an alleged obligation for property damage or wear and tear arising from a residential lease qualifies as a debt arising from a consumer transaction under the FDCPA.
2. Whether the Complaint plausibly alleged FDCPA violations sufficient to survive a Rule 12(b)(6) motion.
3. Whether the court retained supplemental jurisdiction over Yocum's state-law claims after declining to dismiss the FDCPA claims.

HOLDINGS

1. An alleged obligation for repairs or wear and tear that arises in connection with a residential lease is plausibly a debt under the FDCPA because it arises from a consensual consumer transaction and is connected to the lease agreement.
2. The Complaint plausibly alleged FDCPA violations and therefore stated claims sufficient to survive a Rule 12(b)(6) motion.
3. The court retained supplemental jurisdiction over the state-law claims because the FDCPA claim, over which the court had federal-question jurisdiction, was not dismissed.

KEY QUOTATIONS

“To prevail on a FDCPA claim, a plaintiff must prove four elements: (1) the plaintiff is a ‘consumer’ under id. § 1692a(3); (2) the debt at issue arose out of a transaction entered into primarily for personal, family, or household purposes; (3) the defendant is a debt collector under id. § 1692a(6); and (4) through its acts or omissions, the defendant violated the FDCPA.”

“Under this standard, the court finds Ms. Yocum has plausibly pled FDCPA allegations sufficient to survive a motion to dismiss.”

FACTUAL BACKGROUND

Yocum was a residential tenant of Rental Solutions and paid a \$2,100 security deposit. After she vacated the property, the parties agreed that \$849 would be deducted for repairs exceeding reasonable wear and tear, but Rental Solutions sought to collect \$4,413 through Scalley Reading, a debt collector. The collection letter and three emails allegedly lacked the disclosures required by the FDCPA. Yocum alleged violations of the FDCPA and related Utah consumer-protection statutes.

PROCEDURAL HISTORY

Gloria Yocum filed her Complaint in federal district court on July 17, 2025. Defendants moved to dismiss on October 24, 2025, arguing that the alleged obligation was not a debt under the FDCPA and that dismissal of the

FDCPA claims would eliminate subject matter jurisdiction over the state-law claims. The court held that the Complaint plausibly alleged an FDCPA debt arising from the parties' residential lease and that supplemental jurisdiction remained available, then denied the motion.

DISPOSITION

other

CASES CITED

- Abdi v. Wray, 942 F.3d 1019, 1025 (10th Cir. 2019)
- United States ex rel. Reed v. KeyPoint Gov't Sols., 923 F.3d 729, 764 (10th Cir. 2019)
- McNellis v. Douglas Cnty. Sch. Dist., 116 F.4th 1122, 1131 (10th Cir. 2024)
- Reznik v. inContact, Inc., 18 F.4th 1257, 1260 (10th Cir. 2021)
- Ruiz v. McDonnell, 299 F.3d 1173, 1181 (10th Cir. 2002)
- Greer v. Moon, 83 F.4th 1283, 1292 (10th Cir. 2023), cert. denied, 144 S. Ct. 2521 (2024)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Tavernaro v. Pioneer Credit Recovery, Inc., 43 F.4th 1062, 1067 (10th Cir. 2022)
- Hawthorne v. Mac Adjustment, Inc., 140 F.3d 1367, 1369, 1371 (11th Cir. 1998)
- Ladick v. Van Gemert, 146 F.3d 1205, 1205-06 (10th Cir. 1998)
- Newman v. Boehm, Pearlstein & Bright, Ltd., 119 F.3d 477, 481 (7th Cir. 1997)
- Bass v. Stolper, Koritzinsky, Brewster & Neider, S.C., 111 F.3d 1322, 1326 (7th Cir. 1997)
- Royal Canin USA, Inc. v. Wullschleger, 604 U.S. 22, 52 (2025)
- Margheim v. Buljko, 855 F.3d 1077, 1087 (10th Cir. 2017)
- Fair v. Kohler Die & Specialty Co., 228 U.S. 22, 25 (1913)
- Smith v. L. Offices of Kirk A. Cullimore, LLC, No. 2:12-CV-001066-RJS, 2014 WL 2462541, at *3-4 (D. Utah June 2, 2014)
- Ass'n of Surgical Assistants v. Nat'l Bd. of Surgical Tech. & Surgical Assisting, 127 F.4th 178, 186 (10th Cir. 2025)

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