

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

BRANDON CALLIER,

Plaintiff,

V.

EDWARD LAW GROUP, PLLC, a Texas
Professional Limited Liability Company, and
JOHN DOE

Defendant.

§ §

Case No. EP-26-cv-00472-DB

PLAINTIFF'S ORIGINAL COMPLAINT

PARTIES

1. Plaintiff BRANDON CALLIER (“Plaintiff”) is a natural person, resident of the Western District of Texas, and was present in Texas for all calls, in this case in El Paso County, Texas.
2. Defendant EDWARD LAW GROUP, PLLC (“Edward Law”) is a professional limited liability company organized and existing under the laws of Texas with its principal corporate office at 6671 Southwest Freeway, STE 624, Houston, Texas 77074, and can be served via owner and registered agent Edward Okueze at 6671 Southwest Freeway, STE 624, Houston, Texas 77074.
3. Defendant JOHN DOE (“Doe”) is an unknown business entity with whom Defendant Edward Law entered into a contractual agreement to make telephone solicitations on behalf of Edward Law. Defendant Doe’s identity is currently unknown but will be revealed during initial disclosures or discovery.

4. Edward Law Group, PLLC and John Doe are collectively hereinafter referred to as “Defendants”.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over Count I under 28 U.S.C. § 1331, because the claims arise under the federal Telephone Consumer Protection Act, 47 U.S.C. § 227. *See Mims v. Arrow Fin. Servs., LLC*, 565 U.S. 368, 386-87 (2012) (holding that federal courts have federal question jurisdiction over private actions brought under the TCPA).

6. The Court has pendant jurisdiction over Texas State claims under 28 U.S.C. § 1367.

7. This Court has general personal jurisdiction over Defendant because Defendant is a Texas Professional Limited Liability Company.

8. Venue is proper under 28 U.S.C. § 1391(b)(1)-(2) because a substantial part of the events giving rise to the claims—the calls and sale of goods and services directed at Texas residents, including the Plaintiff—occurred in this District and because the Plaintiff resides in this District. Residing in the Western District of Texas, he received a substantial, if not every single, phone call from Defendants, which is the subject matter of this lawsuit.

THE TELEPHONE CONSUMER PROTECTION ACT OF 1991, 47 U.S.C. § 227

9. In 1991, Congress enacted the TCPA to restrict the use of sophisticated telemarketing equipment that could target millions of consumers *en masse*. Congress found that these calls were not only a nuisance and an invasion of privacy to consumers specifically but were also a threat to interstate commerce generally. *See* S. Rep. No. 102-178, at 2-3 (1991), as reprinted in 1991 U.S.C.C.A.N. 1968, 1969-71.

10. The TCPA makes it unlawful “to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using an automatic telephone dialing system or an artificial or prerecorded voice ... to any telephone number assigned to a ... cellular telephone service.” 47 U.S.C. § 227(b)(1)(A)(iii).

11. The TCPA makes it unlawful “to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes. 47 U.S.C. § 227(b)(1)(B).

12. The TCPA provides a private cause of action to persons who receive calls in violation of § 227(b). 47 U.S.C. § 227(b)(3).

13. Separately, the TCPA bans making telemarketing calls without a do-not-call policy available upon demand. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(d)(1).

14. The TCPA provides a private cause of action to persons who receive calls in violation of § 227(c) or a regulation promulgated thereunder. 47 U.S.C. § 227(c)(5).

15. The FCC recognizes that “wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.” *In re Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 18 FCC Rcd. 14014, 14115 ¶ 165 (2003).

16. The FCC requires “prior express consent” for all autodialed or prerecorded telemarketing robocalls to wireless numbers and residential lines. In particular:[A] consumer’s written consent to receive telemarketing robocalls must be signed and be sufficient to show that the consumer: (1) received clear and conspicuous disclosure of the consequences of providing the requested consent, *i.e.*, that the consumer will receive future calls that deliver prerecorded messages by or on behalf of a specific seller; and (2) having received this information, agrees

unambiguously to receive such calls at a telephone number the consumer designates. In addition, the written agreement must be obtained without requiring, directly or indirectly, that the agreement be executed as a condition of purchasing any good or service.

17. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 27 FCC Rcd. 1830, 1844 ¶ 33 (2012) (footnote and internal quotation marks omitted). FCC regulations “generally establish that the party on whose behalf a solicitation is made bears ultimate responsibility for any violations.” *In the Matter of Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 10 FCC Rcd. 12391, 12397 ¶ 13 (1995).

18. The FCC confirmed this principle in 2013, when it explained that “a seller ... may be held vicariously liable under federal common law principles of agency for violations of either section 227(b) or section 227(c) that are committed by third-party telemarketers.” *In the Matter of the Joint Petition Filed by Dish Network, LLC*, 28 FCC Rcd. 6574, 6574 ¶ 1 (2013).

19. Under the TCPA, a text message is a call. *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946, 951 – 52 (9th Cir. 2009).

20. A corporate officer involved in the telemarketing at issue may be personally liable under the TCPA. *E.g., Jackson Five Star Catering, Inc. v. Beason*, Case No. 10-10010, 2013 U.S. Dist. LEXIS 159985, at *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that corporate actors can be individually liable for violating the TCPA where they had direct, personal participation in or personally authorized the conduct found to have violated the statute.” (internal quotation marks omitted); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415 – 16 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid individual liability, the TCPA would lose much of its force.”).

TEXAS BUSINESS AND COMMERCE CODE CHAPTER 302

21. A seller may not make a telephone solicitation from a location in this state or to a purchaser located in this state unless the seller holds a registration certificate for he business location from which the telephone solicitation is made. Tex. Bus. Com. Code § 302.101.
22. A person commits an offense if the person knowingly acts as a salesperson on behalf of a seller who violates the registration requirements of this chapter. Tex. Bus. Com. Code § 302.252(a).
23. “Telephone call” has the meaning assigned by Section 304.002(10) (A-C).
24. “‘Telephone solicitation’ means a telephone call a seller or salesperson initiates to induce a person to purchase, rent, claim, or receive an item.” Tex. Bus. & Com. Code § 302.001(7).
25. An “item” is defined as a property or service.” Tex. Bus. & Com. Code § 302.001(1).
26. “A person makes a telephone solicitation if the person effects or attempts to effect a telephone solicitation.” Tex. Bus. & Com. Code § 302.002.
27. A “seller” is defined as “A person who makes a telephone solicitation on the person’s on behalf.” Tex. Bus. & Com. Code §302.001(5).
28. A “salesperson” is defined as “A person who is employed or authorized by a seller to make a telephone solicitation.” Tex. Bus. & Com. Code §302.001(4).
29. A seller may not make a telephone solicitation from a location in this state or to a purchaser located in in this state unless the seller holds a registration certificate for the business location from which the telephone solicitation is made. Tex. Bus. & Com. Code § 302.101(a).
30. When a telephone solicitation is made and before consummation of any sales transaction, a seller shall provide to each purchaser the complete street address of the location from which the salesperson is calling the purchaser, and if different, the complete street address of the seller’s principal location. Tex. Bus. & Com. Code § 302.202(1).

31. Federal common law principles of agency apply to TBCC violations...and the conduct of the telemarketer who makes the calls can be imputed to the seller if the telemarketer is an agent of the seller. *Guadian v. Progressive Debt Relief, LLC*, No. EP-23-cv-235, 2023 WL 7393129, at *4 (W.D. Tex. Nov. 8, 2023); *see also Callier v. Tip Top Cap. Inc.*, No. EP-23-cv-437, 2024 WL 1637535, at *3 (W.D. Tex. Apr. 16, 2024) (holding that a seller violates § 302.101 when a telemarketer makes calls on behalf of a seller who does not hold a registration certificate); *Forteza v. Pelican Inv. Holdings Grp., LLC*, No. 23-cv-401, 2023 WL 9199001, at *6 (E.D. Tex. Dec. 27, 2023) (same); *Salaiz v. Beyond Fin., LLC*, No. EP-23-cv-6, 2023 WL 6053742, at *5 (W.D. Tex. Sept. 18, 2023) (refusing to dismiss a § 302.101 claim because “Plaintiff has plausibly alleged that Defendant effected or attempted to effect the thirteen calls Plaintiff received by hiring telemarketers to make those calls.”).

32. The Plaintiff may seek damages for violations of Texas Business and Commerce Code § 302.101 of up to \$5,000 per violation, reasonable costs of prosecuting the action, court costs, investigation costs, depositions expenses, witness fees, and attorney’s fees.

33. Texas Business and Commerce Code § 302.101 provides a private right of action. A violation of Chapter 302 “is a false, misleading, or deceptive act or practice under Subchapter E, Chapter 17” and is enforceable as such: “A public or private right or remedy prescribed by Subchapter E, Chapter 17, may be used to enforce [Chapter 302.” Tex. Bus. & Com. Code § 302.303.

34. The use or employment by any person of a false, misleading, or deceptive act or practice” causes “economic damages or damages for mental anguish.” Tex. Bus. & Com. Code § 17.50.

TEXAS BUSINESS AND COMMERCE CODE § 304.151

35. A telemarketer may not cause misleading information to be transmitted to a recipient's caller identification service or device or to otherwise misrepresent the origin of a telemarketing call. Tex. Bus. & Com. Code § 304.151(b)(3).

36. If the consumer brings an action based on a violation of Section 304.052 and the court finds that the defendant willfully or knowingly violated that section, the court may award damages in an amount not to exceed \$500 for each violation.

37. The fact that a claimant has recovered under a private action arising from a violation of this chapter more than once may not limit recovery in a future legal proceeding in any manner. Tex. Bus. & Com. Code § 304.005(b).

TEXAS BUSINESS AND COMMERCE CODE § 305.053

38. A person who receives a communication that violates 47 U.S.C. Section 227, a regulation adopted under that provision, or Subchapter A may bring an action in this state against the person who originates the communication for damages in the amount provided by this section. Tex. Bus. & Com. Code § 305.053(a)(2).

39. A plaintiff who prevails in an action for damages under this section is entitled to the greater of \$500 for each violation or the plaintiff's actual damages. Tex. Bus. & Com. Code § 305.053(b) (1-2).

40. The fact that a claimant has recovered under a private action arising from a violation of this chapter more than once may not limit recovery in a future legal proceeding in any manner. Tex. Bus. & Com. Code § 305.055.

FACTUAL ALLEGATIONS

41. Defendant Edward Law is a law firm that is prohibited from soliciting potential customers who did not initiate contact and with whom no prior relationship exists.

42. Defendant Doe is a marketing company that uses unauthorized and unrequested telephone calls to solicit the services of law firms like Defendant Edward Law.

43. Each of the phone calls at issue in this case was a solicitation phone call marketing the legal services of Defendant Edward Law.

44. Plaintiff has never had any preexisting relationship with Defendants.

45. On January 21, 2026, at 2:56 PM, Plaintiff received a phone call that displayed 915-593-8507 and “Felipe Garcia” on Plaintiff’s caller identification. Plaintiff answered the phone call and a prerecorded message soliciting car accident legal representation began to play. Plaintiff gave the phone to a Silva, Barbara Silva (“Silva”) who had recently been in a car accident as part of an investigation into the origin of the phone call.

46. The telemarketer informed Silva that the phone number was on the “blacklist” and asked for a phone number to call back to continue the solicitation. Silva gave the telemarketer a phone number ending in 6393 as a call back. The phone call lasted 3 minutes and 54 seconds ending at 3:00 PM Mountain Time.

47. In the telemarketing community, the “blacklist” is a list of phone number maintained by telemarketers of consumers who have placed their phones on Do Not Call Registries that are additionally more likely to sue a company that violates their privacy rights with unwanted phone calls.

48. Defendants were well aware Plaintiff was a consumer who did not want telemarketing phone calls by virtue of telling Plaintiff his phone was on the “blacklist”.

49. On January 21, 2026, at 3:02 PM, Silva received an incoming phone call that displayed 610-894-7046 on Silva’s caller identification. Silva answered the phone call and the same telemarketer as in paragraph 44 continued to solicit Plaintiff’s Silva for car accident

representation.

50. Plaintiff received additional solicitation phone calls from Defendant Doe utilizing phone number 610-894-7046, on January 21, 2026, at 3:14 PM, and 3:35 PM.

51. Defendant Doe asked the Silva details about the accident that included, but not limited to, date of the accident, her injuries, the street the accident happened on, her health insurance company, her car insurance company, where she sought treatment for injuries, and her driver's license number. The telemarketer then informed Silva that an Edward Law Group representative would be calling.

52. On January 22, 2026, an employee of Defendant Edward Law called Silva and continued the intake interview. The phone call came from phone number 430-201-6347. Plaintiff's Silva asked, "Where are you calling me from?" The caller responded, "This is regarding the motor vehicle accident you were involved in. This is on behalf of Edward Law Group."

53. During the January 22, 2026, call the Edward Law Group employee repeated back the exact details of the car accident Plaintiff's Silva had given to Defendant Doe. The details included the date of the accident, the street the accident happened on, the details of the accident, the hospital where Silva sought treatment, her health insurance company, her driver's license number, and other details that could only have been received from Defendant Doe. At the end of the call the Edward Law Group representative emailed Silva Defendant Edward Law's retainer agreement.

54. Plaintiff's Silva had previously given all of this information to Defendant Doe.

55. Defendant Edward Law called Plaintiff again on January 23, 2026, and sent Plaintiff an email titled "Welcome to Edward Law Group's Client Portal!" during the phone call.

56. Defendant Doe used a spoofed telephone number that displayed Felipe Garcia on

Plaintiff's caller identification. The law firm is not called "Felipe Garcia."

57. On February 12, 2026, Plaintiff called phone number 610-894-7046. 610-894-7046 is not a working number and does not ring. Defendant Doe used 610-894-7046 as a spoofed phone number to call Plaintiff.

58. No emergency necessitated the alleged illegal phone call.

59. Plaintiff has limited data storage capacity on his cellular telephone. Incoming telemarketing text messages consumed part of this capacity.

60. On February 12, 2026, Plaintiff searched the Texas Secretary of State website at <https://direct.sos.state.tx.us/telephone/TelephoneSearch.asp> and found no telephone solicitation registration for Defendants.

61. Defendant Doe knew Defendant Edward Law was not registered to telephone solicit in Texas by virtue of the fact Defendant Edward Law was barred from cold call solicitation.

62. Defendant Doe knowingly willfully acted as the salesperson for an unregistered seller, Edward Law.

63. Defendants have never been registered to telephone solicit in Texas or to Texas residents.

64. Each phone call alleged herein was made without a valid Texas telephone solicitation registration.

65. Defendants do not qualify for an exemption to the Texas telephone solicitation registration requirement.

66. At no time during any of the sales calls did Defendants inform Plaintiff of the complete street address from which the salesperson made the phone call or the complete street address of Defendants.

67. Plaintiff has limited data storage capacity on his cellular telephone. Incoming telemarketing calls consumed part of this capacity.

ATTORNEY CAR ACCIDENT REPRESENTATION SOLICITATION INDUSTRY

68. Attorneys are widely prohibited from cold call soliciting consumers and prospective customers who have no preexisting relationship.

69. It is becoming increasingly commonplace for attorneys to hire third-party marketing firms to make the cold calls on behalf of attorneys and law firms.

70. Attorneys and law firms enter into contracts that explicitly authorize third parties to solicit their legal representation services.

71. Attorneys and law firms supply the third-party telemarketers with their retainer and/or representation agreements as part of the process of engaging and authorizing the telemarketers to solicit their legal services.

72. Attorneys and law firms create what is in essence an escrow account to which the telemarketer has access. The attorneys and law firms deposit a standard \$50,000 into the account. The telemarketer then draws a referral fee out of the account upon each successful referral to the attorney or law firm.

73. The attorney and law firms that are increasingly hiring telemarketers are distinctly aware their telemarketers with whom they enter into solicitation contracts, open escrow accounts, and deposit money with, will be performing solicitation services on their behalf.

LIABILITY UNDER TEXAS BUSINESS AND COMMERCE CODE 302

74. Texas Business and Commerce Code Chapter 302 does not require the seller to have an agency relationship with the salesperson in order to impose liability upon the seller for calls made by the salesperson.

75. The clear language of the statute states, “a person makes a telephone solicitation if the person effects or attempts to effect a telephone solicitation”. Tex. Bus. Com. Code § 302.302.

76. “Telephone call” has the meaning assigned by Section 304.002(10)(A-C).

77. “Telephone solicitation” means a telephone call a seller or salesperson initiates to induce a person to purchase, rent, claim, or receive an item. Tex. Bus. Com. Code § 302.001(7).

78. “**Salesperson**” means a person who is **employed**¹ or **authorized**² by a seller to make a telephone solicitation. Tex. Bus. Com. Code § 302.001(4) (bold emphasis added).

79. “Seller” means a person who makes a telephone solicitation on the person’s own behalf. Tex. Bus. Com. Code § 302.001(5).

80. To the extent that Defendant may argue that a third party made the phone calls, the question concerning liability under Texas Business and Commerce Code § 302.101 is not whether Defendant had control over, or an agency relationship with, the third party, but rather, whether the third party was authorized to solicit Defendant’s home warranty products.

81. The clear language of the statute places liability on the seller for phone calls made by salespersons who are employed or authorized by the seller to make telephone solicitations.

82. It would be implausible for Defendant to argue that the salespersons who called Plaintiff were not authorized to sell Defendant’s products.

¹ “**Employ**, vb. **1.** To make use of. **2.** To hire. **3.** To use as an agent or substitute in transacting business. **4.** To commission and entrust with the performance of certain acts or functions....” Garner, **Black’s Law Dictionary**, p. 602 (Ninth Ed.)

² “**Authorize**, vb. **1.** To give legal authority; to empower <he authorized the employee to act for him>. **2.** To formally approve; to sanction <the city authorized the construction project>. – authorization, n.” Garner, **Black’s Law Dictionary**. p. 153 (Ninth Ed.)

83. The salespersons called Plaintiff and solicited Plaintiff for products and services offered by Defendant. The salesperson then transferred Plaintiff to an employee and/or agent of Defendant, who then finalized the sale of Defendant's product to Plaintiff.

84. The original caller was clearly authorized to solicit Defendant's products and services as evidenced by the fact that the caller transferred Plaintiff to the Defendant's agent and/or employee, and that employee accepted the transfer and completed the sale.

85. Defendant would have rejected the transfer had the original caller not been authorized.

INJURY, HARM, AND DAMAGES AS A RESULT OF THE CALLS

86. Defendants' calls harmed Plaintiff by causing the very harm that Congress sought to prevent—a "nuisance and invasion of privacy.

87. Defendants' calls harmed Plaintiff by trespassing upon and interfering with Plaintiff's rights and interests in Plaintiff's cellular telephone.

88. Defendants' calls harmed Plaintiff by intruding upon Plaintiff's seclusion.

89. Plaintiff has been harmed, injured, and damaged by the calls, including, but not limited to: reduced device storage space, reduced data plan usage, anger, frustration, invasion of privacy, and more frequent charging of my cell phone.

90. Plaintiff incurred increased electric bills as a result of more frequent charging of his cell phone related to the unauthorized phone calls.

COUNT ONE:
(Non-Emergency Prerecorded Call to Cellular Telephones, 47 U.S.C. 227(b)(1)(A))
(Against Defendant Doe)

91. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-90.

92. The foregoing acts and omissions of Defendant Doe constitute a violation of the TCPA,

47 U.S.C. § 227(b)(1)(A), by making non-emergency telemarketing pre-recorded calls to Plaintiff's cellular telephone numbers without her prior express written consent.

93. Plaintiff was statutorily damaged at least one (1) time under 47 U.S.C § 227(b)(3)(B) by Defendant Doe by the telephone calls described above, in the amount of \$500.00 per call.

94. Plaintiff was further statutorily damaged because Defendant Doe willfully or knowingly violated this subsection of the TCPA, Plaintiff requests that the court treble the damages amount as permitted under U.S.C. § 227(b)(3)(C) for this willful or knowing violation.

95. Pursuant to 47 U.S.C § 227(b)(3)(A), Plaintiff also seeks a permanent injunction prohibiting Defendant Doe and their affiliates and agents from making non-emergency telemarketing robocalls to cellular telephone numbers without the prior express written consent of the called party.

COUNT TWO:
Violations of Texas Business Commerce Code 302.101
(Failure to Obtain a Telephone Solicitation Registration Certificate)
(Against Defendant Edward Law)

96. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-95.

97. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the Texas Business and Commerce Code 302.101, by making one (1) non-registered solicitation calls to Plaintiff's cellular telephone number without his prior express written consent.

98. Plaintiff is entitled to an award of up to \$5,000 in damages for each of one (1) such violation. Texas Business and Commerce Code 302.302(a).

99. Plaintiff is entitled to an award of all reasonable costs of prosecuting the action, including court costs, investigation costs, deposition expenses, witness fees, and attorney's fees. Texas Business and Commerce Code 302.302(d).

COUNT THREE:

**Violations of Texas Business Commerce Code 302.252(a)
(Knowingly Making Telephone Solicitations for a Non-Registered Seller)
(Against Defendant Doe)**

100. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-99.

101. The foregoing acts and omissions of Defendant Doe and/or their affiliates or agents constitute multiple violations of the Texas Business and Commerce Code 302.252(a), by knowingly making one (1) non-registered solicitation calls to Plaintiff's cellular telephone number on behalf of a seller that was not registered to telephone solicit in Texas.

102. A person commits an offense if the person knowingly acts as a salesperson on behalf of a seller who violates the registration requirements of this chapter. Tex. Bus. & Com. Code § 302.252(a).

103. Defendant Doe knew that Defendant Edward Law Group was not registered to telephone solicit in Texas.

104. Plaintiff is entitled to an award of up to \$5,000 in damages for each of one (1) such violation. Texas Business and Commerce Code 302.302(a).

105. Plaintiff is entitled to an award of all reasonable costs of prosecuting the action, including court costs, investigation costs, deposition expenses, witness fees, and attorney's fees. Texas Business and Commerce Code 302.302(d).

COUNT FOUR

**Violations of Texas Business Commerce Code 302.202(1)
(Failure to Disclose Location)**

(Against Defendant Edward Law)

106. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-105.

107. The foregoing acts and omissions of Defendants and/or their affiliates or agents constitute multiple violations of the Texas Business and Commerce Code 302.202, by making four (4) non-registered solicitation calls to Plaintiff's cellular telephone number without disclosing the address from where the solicitation phone calls had been placed.

108. Plaintiff is entitled to an award of up to \$5,000 in damages for each of four (4) such violations. Texas Business and Commerce Code 302.302(a).

109. The fact that a claimant has recovered under a private action arising from a violation of this chapter more than once may not limit recovery in a future legal proceeding in any manner. Tex. Bus. & Com. Code § 305.055.

COUNT FIVE:
Violations of Texas Business and Commerce Code 305.053
(Against Defendant Doe)

110. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-109.

111. Defendant called Plaintiff's private residential telephone number more than once in a 12-month span, which violated 47 U.S.C. § 227(c)(3)(F), and 47 C.F.R. § 64.1200(c)(2).

112. A person who receives a communication that violates 47 U.S.C. Section 227, a regulation adopted under that provision, or Subchapter A may bring an action in this state against the person who originates the communication for damages in the amount provided by this section. Tex. Bus. & Com. Code § 305.053(a)(2).

113. A plaintiff who prevails in an action for damages under this section is entitled to the greater of \$500 for each violation or the plaintiff's actual damages. Tex. Bus. & Com. Code § 305.053(b)(1-2).

114. If the court finds that the defendant committed the violation knowingly or intentionally, the court may increase the amount of the award of damages under Subsection (b) to not more than the greater of \$1,500 for each violation or three times the plaintiff's actual damages. Tex. Bus. & Com. Code § 305.053(c)(1-2).

115. The fact that a claimant has recovered under a private action arising from a violation of this chapter more than once may not limit recovery in a future legal proceeding in any manner. Tex. Bus. & Com. Code § 305.055.

COUNT SIX
Violations of Texas Business and Commerce Code 304.151
(Spoofed Caller Identification)
(Against Defendant Doe)

116. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-115.

117. A telemarketer may not cause misleading information to be transmitted to a recipient's caller identification service or device or to otherwise misrepresent the origin of a telemarketing call. Tex. Bus. Com. Code § 304.151(b)(3).

118. Defendant Doe intentionally spoofed the caller identification at least four (4) times.

119. If the consumer brings an action based on a violation of Section 304.052 and the court finds that the defendant willfully or knowingly violated that section, the court may award damages in an amount not to exceed \$500 for each violation.

120. The fact that a claimant has recovered under a private action arising from a violation of this chapter more than once may not limit recovery in a future legal proceeding in any manner.

Tex. Bus. Com. Code § 304.005(b).

COUNT SEVEN
Violation of 82.0651 Civil Liability for Prohibited Barratry
(Against All Defendants)

121. Plaintiff realleges and incorporates by reference every allegation set forth in paragraphs 1-120.

122. Barratry is the solicitation of employment to prosecute or defend a claim with the intent to obtain a personal benefit. *State Bar of Tex. V. Kilpatrick*, 874 S. W.2d 656, 658 n.2 (Tex.1994).

123. Rule 7.03 of the Texas Disciplinary Rules of Professional Conduct, entitled "Prohibited Solicitations and Payments.

124. Rule 7.03 provides, in relevant part, as follows:

(a) A lawyer shall not by in-person contact, or by regulated telephone or other electronic contact as defined in paragraph (f) seek professional employment concerning a matter arising out of a particular occurrence or event, or series of occurrences or events, from a prospective client or nonclient who has not sought the lawyer's advice regarding employment or with whom the lawyer has no family or past or present attorney-client relationship when a significant motive for the lawyer's doing so is the lawyer's pecuniary gain...

(b) As used in paragraph (a), "regulated telephone or other electronic contact" means any electronic communication initiated by a lawyer or by any person acting on behalf of a lawyer or law firm that will result in the person contacted communicating in a live,

interactive manner with any other person by telephone or other electronic means.

Id. R. 7.03(a), (as used in paragraph (a), "regulated telephone or other electronic contact" means any electronic communication initiated by a lawyer or by any person acting on behalf of a lawyer or law firm that will result in the person contacted communicating in a live, interactive manner with any other person by telephone or other electronic means. *Id.* R. 7.03(a), (f)

125. A lawyer shall not send, or deliver, or knowingly cause another person to send, deliver, or transmit, a communication that involves coercion, duress, overreaching, intimidation, or undue influence.

126. Plaintiff did not initiate communication with Defendant Edward Law.

127. Plaintiff was targeted by Defendants despite not having a preexisting relationship with Defendants.

128. Defendant's conduct violated at least Section 38.12(b) of the Penal Code and Rule 7.03 of the Texas Disciplinary Rules of Professional Conduct.

129. Plaintiff was solicited on behalf of Defendant so that Defendant would benefit financially.

130. Defendants knew or should have known that its authorization to tele-solicit clients was in violation of Rule 7.03 of the Texas Disciplinary Rules of Professional Conduct and Section 38.12(b) of the Texas Penal Code.

131. Defendant Edward Law violated Texas Penal Code to § 38.12 when it solicited employment for itself by telephone to obtain economic benefit. Penal Code 38.12(a)(2) Barratry and Solicitation of Professional Employment.

132. Defendant Edward Law violated Texas Penal Code § 38.12 when it with intent to obtain professional employment used misleading, deceptive, and false claims. Penal Code

38.12(d)(1)(2)(E-F) Barratry and Solicitation of Professional Employment.

133. A person who was solicited by conduct violating Section 38.12 (Barratry and Solicitation of Professional Employment) (a) or (b), Penal Code, or Rule 7.03 of the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, regarding barratry by attorneys or other persons, but who did not enter into a contract as a result of that conduct, may file a civil action against any person who committed barratry.

134. A person who prevails under Subsection (c) shall recover from each person who engaged in barratry: (1) A penalty in the amount of \$50,000; (2) actual damages caused by the prohibited conduct; and (3) reasonable and necessary attorney's fees

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Brandon Callier prays for judgment against Defendants as follows:

- A. Leave to amend this Complaint to name additional DOESs as they are identified and to conform to the evidence presented at trial;
- B. A declaration that actions complained of herein by Defendants violate the TCPA, Texas Business and Commerce Code, and Texas Government Code;
- C. An injunction enjoining Defendants from engaging in the unlawful conduct set forth herein;
- D. An award of \$1,500 per call in statutory damages arising from the TCPA 47 U.S.C. 227(b) intentional violations for one (1) call;

- E. An award of \$1,500 per call in statutory damages arising from intentional violations of the Texas Business and Commerce Code 305.053 for one (1) call;
- F. An award of \$5,000 against Defendant Edward Law per phone call in statutory damages arising from violations of the Texas Business and Commerce Code 302.101 for one (1) call;
- G. An award of \$5,000 against Defendant Doe per phone call in statutory damages arising from intentional violations of the Texas Business and Commerce Code 302.252(a) for one (1) call;
- H. An award of \$5,000 against Defendant Edward Law per phone call in statutory damages arising from intentional violations of the Texas Business and Commerce Code 302.202 for one (1) call;
- I. An award of \$500 per phone call against Defendant Doe in statutory damages arising from intentional violations of the Texas Business and Commerce Code 304.151(b)(3) for three (3) calls;
- J. An award of \$50,000 against Defendant Edward Law in statutory damages arising from violations of Prohibited Barratry Texas Government Code 82.0651;
- K. An award of \$50,000 against Defendant Doe in statutory damages arising from violations of Prohibited Barratry Texas Government Code 82.0651;
- L. An award to Plaintiff of damages, as allowed by law under the TCPA;
- M. An award to Plaintiff of damages, as allowed by law under the TBCC;
- N. An award to Plaintiff of interest, costs, and attorneys' fees, as allowed by law and equity;
- O. Such further relief as the Court deems necessary, just, and proper.

Dated: February 17, 2026,

Respectfully submitted,

/s/ Brandon Callier

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