

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

TONY KINDRED

JURY TRIAL DEMANDED

v.

CASE NO. 3:08CV

MANUEL G. TEIXEIRA
MICHELLE TALLMAN
FINANCIRA, LLC

COMPLAINT

1. Plaintiff seeks relief pursuant to the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692; Consumer Collection Agency Act, Conn. Gen. Stat. § 36a-800 and regulations issued thereunder or the Connecticut Creditor Collection Practices Act, Conn. Gen. Stat. § 36a-645 and regulations issued thereunder; or the Debt Adjusters Act, Conn. Gen. Stat. §36a-655 and regulations issued thereunder; and the Connecticut Unfair Trade Practices Act ("CUTPA"), Conn. Gen. Stat. § 42-110a.

2. The Court has jurisdiction. 15 U.S.C. § 1692k; 28 U.S.C. §1331, § 1367.

3. All defendants are located in Connecticut, with an address of 984 Southford Rd, Middlebury CT.

4. Beginning in 2006, Defendant Teixeira directed, operated, dominated, and controlled the policies, finances, business practices and procedures of defendant Financira and supervised defendant Tallman.

5. Defendant Tallman acted as a "debt specialist" for Financira.

6. Defendants operate a debt settlement business which purports to directly or indirectly collect debts asserted to be owed or due another, by receiving payment from consumers and distributing amounts to creditors.

7. Defendants open a bank account for their customers into which consumers are required to

deposit funds. The plaintiff's account was identified as Tony Kindred f/b/a Financira LLC. Defendants used such accounts as accounts from which creditors are paid and service fees are taken.

8. Defendants directly or indirectly represented that Financira, LLC, would negotiate with plaintiff's creditors in order to obtain a reduced settlement amount with creditors. Defendants had no intention of doing so.

9. Defendants directly or indirectly represented that plaintiff's information would be kept in the strictest confidants by Financira, LLC. Defendants had no intention of keeping plaintiff's information in confidence and in fact disclosed it to an unrelated third party.

10. Defendants do not disclose, and did not disclose to plaintiff, that certain creditors, such as Citibank, refuse to deal with debt settlement companies.

11. Defendants have been the subject of complaints about their failure to live up to their debt settlement promises and representations.

12. Defendants' experience with their debt settlement customers is that customers pay their fees until they realize that defendants are doing virtually nothing but collecting fees.

13. Defendants' experience with Financira and Clearadebt, Inc. is that they can collect fees until the consumer realizes what is going on, and benefit from the fees without needing to perform any services.

14. Beginning in May, 2007, defendant Financira benefited from a monthly administrative fee distributed from plaintiff's account, without performing any services for him.

15. After plaintiff began being sued by creditors he had listed with defendants, he realized that they were just taking his money and not performing any services.

16. Accordingly, in March, 2008, plaintiff requested refund of his money.

17. Defendants Teixeira and Financira refused several refund requests.

18. Defendants' operation has no license from the Connecticut Banking Department and their activities violate civil and criminal law.

FIRST COUNT

19. In the collection efforts, each defendant violated the FDCPA, § 1692e, -f(1), or -g.

SECOND COUNT

20. Within three years prior to the date of this action each Defendant engaged in acts and practices as to plaintiff in violation of the Creditors' Collection Practices Act, §36a-645 *et seq.*, or the Consumer Collection Agency Act, § 36a-800 *et seq.* Conn. Gen. Stat. or the Debt Adjusters Act, Conn. Gen. Stat. §36a-655 and regulations issued thereunder.

21. Each Defendant committed unfair or deceptive acts or practices within the meaning of the Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.* causing plaintiff to consult an attorney.

WHEREFORE plaintiff respectfully requests this Court to:

1. Award plaintiff such damages as are permitted by law, both compensatory and punitive, including \$1,000 statutory damages for each communication against each defendant;
2. Award the plaintiff costs of suit and a reasonable attorney's fee;
3. Award declaratory and injunctive relief, and such other and further relief as law or equity may provide.

THE PLAINTIFF

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