UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

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| **MIRIAM CAMARA,**    **Plaintiff,**  **v.**  **ALLTRAN FINANCIAL LP,**  **Defendant.** |

CASE NO.:

**COMPLAINT**

**JURY TRIAL DEMANDED**

Miriam Camara, the Plaintiff herein, by her attorneys, as and for her complaint against the Defendant ALLTRAN FINANCIAL LP, alleges as follows:

**NATURE OF ACTION**

1. Plaintiff brings claims pursuant to the Fair Debt Collection Practice Act (FDCPA), 15 U.S.C. §1692 *et seq.*, the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 *et seq.*, and New York General Business Law § 349.

**JURISDICTION AND VENUE**

1. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d), 15 U.S.C. § 1681(p) and 28 U.S.C. § 1331.
2. Declaratory relief is available per 28 U.S.C. §§ 2201 and 2202.
3. The Court has supplemental jurisdiction over state claims per 28 U.S.C. § 1367.
4. Venue is proper in this District per 28 U.S.C. § 1391, as the acts, omissions and transactions that give rise to this action occurred, in substantial part, in this District.

**PARTIES**

1. At all relevant times, Plaintiff Miriam Camara has resided in the State of New York
2. Plaintiff is a “consumer” as that term is defined in the FDCPA, New York General Business Law § 349, and the rules of New York State Department of Financial Services.
3. Defendant Alltran Financial LP (“Alltran” or “Defendant”), was and is a foreign limited partnership that did transact, and does now presently transact business in the State of New York through its registered agent CT Corporation Systems, Inc. at 28 Liberty Street, New York, New York 10005.
4. Per § 20-490 of the New York City Administrative Code, any business that seeks to collect personal or household debts from New York City residents must have a Debt Collection Agency License from the New York City Department of Consumer Affairs. Alltran possesses a license from the New York City Department of Consumer Affairs to operate as a “Debt Collection Agency”.
5. Upon information and belief, the principal purpose of Alltran is the collection of debts using the legal system, and instrumentalities of interstate commerce, including mails and telephone; and it regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due to another.
6. Alltran is a “debt collector” as defined by 15 U.S.C. § 1692a(6).
7. Alltran is a “person” as defined under 15 U.S.C. 1681a(b).
8. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from Plaintiff.
9. Defendant is subject to jurisdiction in the State of New York and venue of this district pursuant to New York Long Arm jurisdiction statute through the causation of injury in the state by acts or omissions inside and outside of the State of New York.

**FACTUAL ALLEGATIONS**

1. Plaintiff adopts and realleges the foregoing as fully restated herein.
2. Credit reports, as alleged in this pleading, are “consumer reports” as that term is defined by 15 U.S.C. §1681a(d).
3. Prior to the commencement of this action, Plaintiff allegedly incurred a financial obligation with Capital One Auto Finance, that was primarily for personal, family or household purposes and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5).
4. Sometime thereafter, Plaintiff was involved in a billing dispute with Capital One Auto Finance, in regards to a vehicle securing the debt, which ultimately resulted in the vehicle being repossessed.
5. Once the collateral was repossessed, Plaintiff never received a pre-disposition notice or a post disposition notice from Capital One Auto Finance.
6. Sometime thereafter, on a date unknown to the Plaintiff, Capital One Auto Finance consigned, placed, sold or otherwise transferred the account to Defendant Alltran for collection from Ms. Camara.
7. Prior to the commencement of this action, Plaintiff did not owe a debt to the Defendant.
8. At no time has Plaintiff owed any debt to Defendant.
9. At no time has Plaintiff had any accounts open with Defendant.
10. At no time has Plaintiff had any personal credit accounts with Defendant.
11. At no time has Plaintiff had any personal business relationship with Defendant.
12. At no time has Defendant been in possession of a signed contract between Plaintiff and any other entity.
13. At no time was Defendant in possession of documents which would have duly conferred upon Defendant the legal standing to collect any debt from Plaintiff.
14. Given the facts delineated above, at no time has Defendant had any information in its possession to suggest that Plaintiff owed a debt to Defendant.
15. Given the facts delineated above, at no time has Defendant had any information in its possession to suggest that Plaintiff was responsible to pay a debt to Defendant.
16. Consequently, Defendant began its collection efforts to collect said debt from Plaintiff.

**Collection Attempts**

1. On or about December 24, 2019, Defendant contacted the Plaintiff via telephone. This was Defendant’s initial communication with the Plaintiff.
2. During the initial communication, Ms. Camara requested that Alltran send her validation of the debt. The Plaintiff ensured that Defendant was in possession of her current address, by requesting that Alltran’s representative verify her address by repeating it twice.
3. On or about December 26, 2019, the Defendant once again contacted the Plaintiff and left a voice message.
4. On or about January 6, 2020, Alltran contacted Plaintiff for the third time. Plaintiff missed this third call, however, she returned Alltran’s call at the telephone number that was forwarded to her for contact.
5. During the January 6, 2020 call, in addition to Plaintiff once again requesting validation of the debt, since she did not receive validation after her initial request, Plaintiff demanded that Alltran ceased its collection efforts and stop calling her.
6. Despite Plaintiff’s request to cease its collection efforts, Alltran still continued its collection efforts by calling the Plaintiff at her place of employment on or about January 16, 2020, February 10, 2020 and March 4, 2020.
7. Despite Plaintiff’s request to cease its collection efforts, Alltran still continued its collection efforts by calling the Plaintiff’s mother personal phone on or about March 30, 2020 and April 1, 2020.
8. During its contact with the Plaintiff’s mother, Alltran disclosed the full balance of the debt and demanded that Plaintiff’s mother pay the debt.
9. As of the date of this action, Alltran has failed to validate the debt.
10. Upon the Plaintiff’s request for validation, Alltran did not evaluate or consider any of Plaintiff’s information, documents, claims or evidence and did not make any attempt to substantially or reasonably validate its collection representation.
11. Upon information and belief, Defendant has simply chosen to ignore Plaintiff’s claims and has failed to cease its collection attempts.
12. There is no agreement in writing that authorized the collection of this alleged debt.
13. Defendant’s telephone calls to the Plaintiff and Plaintiff’s mother, were “communications” in an attempt to collect a debt as that term is defined by 15 U.S.C. § 1692a(2).
14. Consequently, Defendant has maliciously sought to collect the debt from the Plaintiff.
15. Defendant’s actions were to coerce the Plaintiff into paying a debt that it refused to validate.
16. In light of the facts articulated herein, Defendant contacted a third party and stated that the consumer owed a debt.
17. In light of the facts articulated herein, Defendant contacted a third party more than once without being requested to do so.
18. In light of the facts articulated herein, Defendant communicated with someone who was not the consumer, consumer’s attorney or credit bureau, concerning the debt.
19. In light of the facts articulated herein, Defendant failed to stop its communication practices after the consumer requested a cessation of communication.
20. In light of the facts articulated herein, Defendant utilized conduct in an attempt to oppress, harass and abuse Plaintiff into paying a debt.
21. In light of the facts articulated herein, Defendant caused the phone to ring repeatedly.
22. In light of the facts articulated herein, Defendant attempted to collect a debt by communicating false representations or utilizing deceptive means.
23. In light of the facts articulated herein, Defendant engaged in unfair and unconscionable means to collect a debt from the Plaintiff.
24. In light of the facts articulated herein, Defendant attempted to collect a debt not authorized by an agreement creating the debt.
25. In light of the facts herein, Defendant failed to send the consumer a 30-day validation notice within five days of the initial December 24, 2019 communication.
26. In light of the facts herein, Defendant failed to cease collection efforts pending validation of the debt.
27. Alltran’s activity on these occasions were communications in violation of numerous and multiple provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692b(2), 1692b(3), 1692c(b), 1692c(c), 1692d, 1692d(5), 1692e, 1692f, 1692f(1), 1692g and 1692g(b), amongst others.
28. Alltran’s collection activity on these occasion was in violation of the provisions set forth in NY GBL § 349(a).

**Impermissible Pulls**

1. On or about December 9, 2019, Defendant, under the guise of “Account Review” accessed the Plaintiff’s individual and personal credit file from Trans Union, LLC, a “consumer reporting agency” as that term is defined by 15 U.S.C. §1681a(f).
2. At no time has Plaintiff had any accounts open with the Defendant.
3. At no time did Plaintiff consent to Defendant accessing her individual and personal credit report from Trans Union.
4. Defendant accessed Plaintiff’s individual and personal credit report from Trans Union without a legitimate business reason to do so.
5. Defendant accessed Plaintiff’s individual and personal credit report impermissibly from Trans Union.
6. Defendant accessed Plaintiff’s individual and personal credit report from Trans Union without first informing Plaintiff of its intent to do so.
7. At the times Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Defendant reviewed Plaintiff’s private information.
8. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Defendant impermissibly obtained information relative to Plaintiff’s personal and individual credit accounts.
9. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Defendant impermissibly obtained information relative to Plaintiff’s payment history on her individual credit accounts.
10. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Defendant impermissibly obtained information relative to Plaintiff’s credit history and credit worthiness.
11. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Plaintiff’s private financial information was published to Defendant.
12. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, unknown employees, representative and/or agents of Defendant viewed Plaintiff’s private financial information.
13. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Defendant impermissibly obtained personal information about Plaintiff, such as her current and past addresses; date of birth; employment history; and, telephone numbers.
14. At the time Defendant accessed Plaintiff’s individual and personal credit report from Trans Union, Plaintiff’s personal information, as delineated above, was published to Defendant.
15. In light of the facts articulated herein, Defendant unlawfully obtained Plaintiff’s consumer report without the Plaintiff’s written authorization or a permissible purpose.

**ALLEGATIONS OF LAW**

1. Plaintiff commenced this action within one year of the unlawful actions and/or within one year of reasonably knowing of the unlawful actions of Defendant.
2. Defendant’s conduct violates 15 U.S.C. § 1692 et seq., including but not limited to subsections (b), (c), (d), (e), (f) and (g) in the representations made by the Defendant were abusive, false, confusing, misleading, deceptive, unfair and fail to advise the consumer of his/her legal rights as required by law:
   * 1. Defendant violated 15 U.S.C. § 1692b(2) by contacting a third party and stating that the consumer owes a debt;
     2. Defendant violated 15 U.S.C. § 1692b(3) by contacting a third party more than once without being requested to do so;
     3. Defendant violated 15 U.S.C. § 1692c(b) by communicating with someone who was not the consumer, consumer’s attorney or credit bureau, concerning the debt;
     4. Defendant violated 15 U.S.C. § 1692c(c) by failing to stop its communication practices after the consumer requested a cessation of communication;
     5. Defendant violated 15 U.S.C. § 1692d by engaging in conduct that harassed, oppressed and/or abused the consumer;
     6. Defendant violated 15 U.S.C. § 1692d(5) consumer’s phone to ring repeatedly;
     7. Defendant violated 15 U.S.C. § 1692e by utilizing false, deceptive and misleading representations to collect a debt;
     8. Defendant violated 15 U.S.C. § 1692f by utilizing unfair and unconscionable means to collect an alleged debt;
     9. Defendant violated 15 U.S.C. § 1692f (1) by attempting to collect an amount not authorized by an agreement and not permitted by law;
     10. Defendant violated 15 U.S.C. § 1692g by failing to send the consumer a 30-day validation notice within five days of the initial communication;
     11. Defendant violated 15 U.S.C. § 1692g(b) by failing to cease collection efforts pending validation of the debt;
3. That as per 15 U.S.C. § 1692 et seq. and as a result of the above violations, Defendant is liable to the Plaintiff for actual damages pursuant to 15 U.S.C. § 1692k(a)(1); and statutory damages in an 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 each and every Defendant herein.
4. Defendant’s conduct violates GBL § 349(a) in the representations made by the Defendant are abusive, false, confusing, misleading, deceptive, unfair and fail to advise the consumer of his/her legal rights as required by law.
5. As per NY GBL § 349(a) and as a result of the above violations, Defendant is liable to the Plaintiff for actual damages, costs, and reasonable attorneys’ fees pursuant to NY GBL 349(h) from each and every Defendant herein.
6. Defendant’s conduct violated 15 U.S.C §1681 *et seq*. Defendant’s violations include, but are not limited to the following:
   * 1. Defendant violated 15 U.S.C. § 1681b(f)(1) by unlawfully obtaining a consumer report without the consumer’s written authorization or a permissible purpose;
7. Defendant’s conduct violates 15 U.S.C. § 1681b(f)(1) in that the Plaintiff has suffered actual damages in the form of financial and dignitary harm arising from the Defendant’s review of her personal information and her credit information and an injury to her credit rating and reputation.
8. That as per 15 U.S.C. § 1681 et seq. and as a result of the above violations, Defendant is liable to the Plaintiff for actual, statutory and punitive damages pursuant to 15 U.S.C. § 1681n; and, reasonable attorney’s fees and costs pursuant to 15 U.S.C. § 1681n from each and every Defendant herein.
9. Plaintiff was damaged by the Defendant’s conduct insomuch as experiencing worries and concerns and significant emotional harm as a result of Defendant’s conduct in willfully violating the law. The circumstances surrounding the violations make it obvious that a reasonable person would suffer significant emotional harm.

**CLAIMS FOR RELIEF AGAINST DEFENDANT ALLTRAN**

**COUNT 1 – Violation of § 1692b(2) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692b(2) of the FDCPA by contacting a third party and disclosing that Plaintiff owed a debt.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692b(2) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692b(2) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 2 – Violation of § 1692b(3) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692b(3) of the FDCPA by contacting a third party on more than one occasion without permission to do so.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692b(3) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692b(3) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 3 – Violation of § 1692c(b) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692c(b) of the FDCPA by communicating about the debt with someone other than the consumer, consumer’s attorney or a credit reporting agency.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692c(b) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692c(b) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 4 – Violation of § 1692c(c) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692c(c) of the FDCPA by failing to stop its communication practices after the consumer requested a cessation of communication.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692c(c) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692c(c) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 5 – Violation of § 1692d of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692d of the FDCPA by engaging in conduct that harassed, oppressed and/or abused the consumer in its attempt to collect a debt.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692d of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692d of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 6 – Violation of § 1692d(5) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692d(5) of the FDCPA by causing the Plaintiff’s phone to ring repeatedly.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692d(5) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692d(5) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 7 – Violation of § 1692e of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692e of the FDCPA by utilizing false, deceptive and misleading representations to collect a debt.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692e of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692e of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 8 – Violation of § 1692f of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692f of the FDCPA by utilizing unfair and unconscionable means to collect an alleged debt or attempt to collect a debt.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692f of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692f of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 9 – Violation of § 1692f(1) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692f(1) of the FDCPA by attempting to collect an amount not authorized by an agreement and not permitted by law.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692f(1) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692f(1) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 10 – Violation of § 1692g of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692g of the FDCPA by failing to send the consumer a thirty (30) day notice within five days of the initial communication.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692g of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692g of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 11 – Violation of § 1692g(b) of the FDCPA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1692g(b) of the FDCPA by failing to cease collection efforts pending debt validation.
3. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
4. Defendant’s violation of § 1692g(b) of the FDCPA render it liable for statutory damages, costs, and reasonable attorneys’ fees.
5. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of § 1692b(b) of the FDCPA, Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
6. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran.
7. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**COUNT 12 – Violation of § 1681b(f)(1) of the FCRA**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Defendant violated 15 U.S.C. § 1681b(f)(1) by unlawfully obtaining a consumer report without the consumer’s written authorization or a permissible purpose
3. As a result of Defendant’s conduct, as delineated above, Plaintiff has suffered actual damages in the form of financial and dignitary harm arising from the Defendant’s review of her personal information and her credit information and an injury to her credit rating and reputation. Furthermore, Plaintiff will continue to suffer the same harm for an indefinite time in the future, all to Plaintiff’s great detriment and loss.
4. Defendant’s violations of § the FCRA render it liable for actual, statutory and punitive damages, costs, and reasonable attorneys’ fees. *See* *15 U.S.C. § 1681n.*

**COUNT 13 – Violations of the New York General Business Law § 349**

1. Plaintiff adopts and realleges the foregoing as fully stated herein.
2. Under New York General Business Law §349(a), deceptive acts or practices in the conduct of any business conducted in the State of New York are unlawful.
3. Defendant’s conduct described above violated New York General Business Law §349(a).
4. As a result of this conduct of Alltran, Plaintiff suffered actual injury in the form of emotional distress, humiliation, anxiety, out-of-pocket expenses and embarrassment of having to offer explanations for why she had debt collectors calling.
5. Defendant’s violations of New York General Business Law §349(a), render it liable statutory damages, costs, and reasonable attorneys’ fees pursuant to NY GBL 349(h).
6. As a direct and proximate result of Defendant’s deceptive acts and practices committed in violation of New York General Business Law §349(a), Plaintiff was damaged in that she, among other things, suffered stress, anxiety and humiliation.
7. The Plaintiff is entitled to recover actual damages, costs and attorney’s fees from Alltran pursuant to NY GBL 349(h).
8. Plaintiff requests that Defendant be enjoined from attempting to collect the debt alleged to be owed by her because Defendant engaged in behavior which was harassing or abusing to Plaintiff or otherwise engaged in acts or practices that were unfair or deceptive towards Plaintiff.

**PRAYER FOR RELIEF**

Plaintiff, Miriam Camara prays that this Court:

1. Declare that Defendant violated the FDCPA;
2. For an award of actual and treble damages pursuant to 15 U.S.C. §1692k against Defendant and for Plaintiff;
3. Enter judgment in favor of Plaintiff and against Defendant, for statutory damages, costs, and reasonable attorneys’ fees as provided by §1692k(a) of the FDCPA;
4. Declare the Defendant violated the FCRA;
5. For an award of actual compensatory damages suffered pursuant to 15 U.S.C. §1681n;
6. Enter judgment in favor of Plaintiff and against Defendant, for statutory damages, punitive damages, costs, and reasonable attorneys’ fees as provided by §1681n of the FCRA;
7. Declare that the Defendant violated the NY GBL;
8. Enter judgment in favor of Plaintiff and against Defendant, for statutory damages, costs, and reasonable attorneys’ fees as provided by § 349(h) of the NY GBL.
9. Enter judgment enjoining the Defendant from collecting or attempting to collect any debt alleged to be owed by Plaintiff,
10. Grant such further relief as deemed just.

**JURY DEMAND**

Plaintiff, Miriam Camara demands trial by jury.

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| Dated: February 25, 2021 | Respectfully submitted,    **LAW OFFICE OF ABEL L. PIERRE,**  **ATTORNEY-AT-LAW, P.C.**  Attorney I.D.#AP-5508  140 Broadway, 46th Floor  New York, New York 10005  Telephone: (212) 766-3323  Facsimile: (212) 766-3322  [abel@apierrelaw.com](mailto:pbarry@lawpoint.com) |
|  | **Attorney for Plaintiff** |