

RETURN DATE:	:	SUPERIOR COURT
LINDA GILNITE	:	J.D. OF HARTFORD
V.	:	AT HARTFORD
THE PUPPY PALACE, LLC AND DUVERA BILLING SERVICES, LLC D/B/A EASYPAY FINANCE	:	NOVEMBER 8, 2024

COMPLAINT

COMES NOW the Plaintiff, Linda Gilnite, by and through her attorney, and files this Complaint against the Defendant, The Puppy Palace, LLC and against Defendant Duvera Billing Services, LLC d/b/a EasyPay Finance, as follows:

NATURE OF THE ACTION, THE PARTIES AND PERTINENT FACTS

1. Linda Gilnite (hereinafter "Plaintiff") is a resident of Connecticut and at all times relevant herein has resided at 145 Elmfield Street, West Hartford, CT 06110.
2. The Puppy Palace, LLC (hereinafter "Defendant") is a full-service pet store offering pet related supplies and pets for sale to the public with its principal place of business located at 2945 Main St. Glastonbury, CT 06033.
3. Duvera Billing Services, LLC d/b/a EasyPay Finance (hereinafter "Defendant EasyPay") is a consumer finance company with a principal place of business located at 3220 Executive Ridge, Ste. 200, Vista, California 92081.

4. On November 4, 2022 and upon information and belief, a veterinarian employed by Stafford Veterinary Center performed an examination of the male miniature goldendoodle puppy Plaintiff became enthralled with, named him Harley and would soon thereafter purchase from Defendant. The only notes of this examination provided to the Plaintiff is the designation "BAR", which is commonly known as an acronym used by veterinarians and others to describe the animal as being "Bright, Alert and Responsive". The Health Record Defendant provided to Plaintiff also lists the various vaccinations and treatments Harley allegedly received between September 14, 2022 and November 2, 2022, none of which indicate any health concerns or ailments. There are no other descriptive or explanatory notes in the Health Record, logically representing to Plaintiff that Harley was a healthy puppy.
5. On November 9, 2022, Plaintiff visited Defendant's facility in Glastonbury, Connecticut to purchase a puppy and excitedly chose Harley, who has become Plaintiff's cherished companion.
6. During this visit, Plaintiff reviewed the Health Record with the notes from Stafford Veterinary Center regarding Harley. Defendant's employee, Ashley Maddox,

gave the Health Record and a "Certified Pedigree" chart alleging the breeding history of Harley's Dam and Sire, to Plaintiff.

7. Ashley Maddox also told Plaintiff that Harley was a "bright, alert and responsive" healthy puppy, which clearly represented to Plaintiff that Harley was not suffering from any medical conditions, including ear infections and pneumonia.
8. Neither the Health Record nor the representations from Defendant's employee disclosed the puppy suffered from any adverse health issues, conditions or problems, but rather that Harley was a healthy puppy. Plaintiff's reliance on the Health Record, breeding chart and Defendant's representations induced her to purchase Harley for \$2,800.00.
9. Also on November 9, 2022, Plaintiff was given a "Puppy Warranty" which contained details of the initial veterinary exam of the puppy, a limited 20 day puppy health warranty, a limited three year puppy hereditary & congenital warranty and terms concerning the limitation of warranty. Plaintiff was also given a Puppy Purchase Verification checklist containing various statements regarding the warranties, spay/neutering, vaccinations, microchipping and future veterinary visits. Plaintiff was not given nor reviewed online any purchase agreement detailing the pertinent terms of her purchase of Harley from Defendant.

10. Plaintiff also paid Defendant a \$50.00 deposit on November 9, 2022 to secure Harley's purchase and to hold him overnight so she could spend that evening "puppy proofing" her home and getting her home organized in order to bring Harley home the following day.
11. On November 10, 2022 Plaintiff returned to Defendant's place of business to pay for Harley and bring him home. Upon arrival, Defendant's employee refunded Plaintiff's \$50.00 deposit and encouraged Plaintiff to finance the purchase of Harley through a financing plan Defendant offered through Defendant EasyPay Finance, which would only require making small payments over a two-year period of time versus paying the full \$2,800.00 at that time. The financing option induced Plaintiff to finance the purchase of Harley. Defendant's employee then processed the financing plan loan application online.
12. Plaintiff's loan application was approved within a few minutes, and Defendant's employee then suggested Plaintiff could pay the \$137.24 bi-weekly payment through automated withdrawals from Plaintiff's bank account to which Plaintiff agreed. Defendant provided Plaintiff no further information regarding the loan, including the loan agreement, the loan's interest rate, the maturity date of the loan, the total amount of interest that would be payable, a schedule of when

payments were due, conditions and consequences if Plaintiff should default on payments due under the loan, whether the loan was secured or unsecured, applicable charges or fees associated with the loan, the lender's contact information nor any other terms of the loan.

13. Plaintiff inquired about receiving a hard copy of the loan agreement and other documentation concerning the loan terms but was not given anything nor shown anything online. Plaintiff provided her bank account information for the automated payment withdrawal option and then took Harley home.
14. Plaintiff also sought to have the name and contact information on the microchip identifying system for Harley changed to her name and information but Defendant has wrongly refused to comply.
15. Total payments of principal and interest on the loan based on two years' worth of payments of \$137.24 biweekly is approximately \$7,136.48. Upon information and belief, subtracting the loan principal amount of \$2,800.00 from the total amount of payments of \$7,136.48 results in total interest payments of approximately \$4,336.48. This amount would equate to charging Plaintiff an effective and unconscionable interest rate on the loan of approximately 52.50 per cent.

16. When Plaintiff awoke the following morning on November 11, 2022, she immediately noticed that Harley was constantly coughing and didn't look well. Fortunately, she already had a planned appointment to take Harley to her veterinarian, Star Meadow Animal Clinic in Farmington, Connecticut, for a full examination. The examination revealed that Harley had ear infections along with respiratory issues. Harley was treated for the ear infections. Plaintiff was given medications to administer and told to monitor his respiratory issues over the weekend.
17. On November 14, 2022, Plaintiff noticed Harley's cough was worsening and brought Harley back to Star Meadow Animal Clinic. Harley was examined and x-ray images of his lungs were taken and sent to Pieper Memorial Veterinary Center for evaluation and analysis. The evaluation confirmed that Harley was suffering from Pneumonia.
18. On November 15, 2022, Star Meadow Animal Clinic contacted Plaintiff and told her Harley's respiratory illness was most likely pneumonia, and that this condition could be fatal if immediate treatment was not commenced. Accordingly, Harley's medical treatment was adjusted to this diagnosis. Included in the treatment plan were various medications that Plaintiff purchased and administered.

19. On November 25, 2022, Plaintiff informed Star Meadow Animal Clinic that Harley's cough was subsiding, and on December 2, 2022, Star Meadow Animal Clinic ordered follow-up x-rays. These x-rays confirmed that Harley's pneumonia was resolved at that point. However, Harley's ear infections have never fully resolved and require recurrent treatments to address them.

20. On December 27, 2022, Plaintiff brought Harley to see the veterinarian staff at Petcare Veterinary Services in West Hartford, Connecticut for a new patient exam and to follow up on Harley's ear infections because Petcare Veterinary Services was located closer to her home. As recently as October 10, 2024, Harley was still being treated for his ear infections by Petcare Veterinary Services.

COUNT ONE: BREACH OF CONTRACT

21. Plaintiff incorporates by reference the allegations contained in paragraphs 1 to 20, above, as is fully set forth herein.

22. On November 9, 2022, the parties entered into an agreement whereby Plaintiff agreed to pay Defendant \$2,800.00, and Defendant agreed to deliver a healthy puppy to Plaintiff.

23. Plaintiff took possession of a puppy she later named Harley from Defendant on November 10, 2022. The following morning, and for months thereafter, Plaintiff was required to seek medical treatment from various veterinarians to treat ear infections and a respiratory illness, soon determined to be most likely pneumonia. Harley was already suffering from these illnesses when Defendant delivered Harley to Plaintiff.
24. Defendant failed to provide Plaintiff with a healthy puppy and thereby breached the agreement between the parties.
25. Plaintiff contacted Defendant soon after she began incurring veterinary expenses to treat Harley's medical conditions, seeking reimbursement from Defendant for these expenses. However, Defendant refused to reimburse Plaintiff because Plaintiff had not sought veterinary treatment from its preferred provider, Stafford Veterinary Center.
26. As a result of Defendant's failure to deliver a healthy puppy to Plaintiff and its subsequent refusal to reimburse Plaintiff, Plaintiff was damaged and demands judgment for compensatory and consequential damages.

COUNT TWO: FRAUDULENT MISREPRESENTATION

27. Plaintiff incorporates by reference the allegations contained in paragraphs 1 to 26, above, as is fully set forth herein.

28. Defendant made false representations to Plaintiff that Harley was a healthy puppy when it presented records from Stafford Veterinary Center to the Plaintiff that Harley was healthy and not currently suffering from any medical conditions. Defendant knowingly failed to mention that Harley was then suffering from ear infections and a respiratory illness which was diagnosed the following day when Plaintiff took Harley to Star Meadow Animal Clinic for an examination.

29. Defendant's employee, Ashley Maddox, told Plaintiff at the time she purchased Harley, that Harley was "bright, alert and active" as well as a healthy puppy, and did not mention that Harley was suffering from any medical conditions.

30. Defendant knew or should have known its representations concerning Harley's health were false because Harley's ears were already infected and his respiratory illness already existed when Defendant sold Harley to the Plaintiff.

31. Defendant intentionally made these misrepresentations so that Plaintiff would rely on them, which she did, believing Harley was healthy. Because of the foregoing, Plaintiff was induced to purchase Harley.

32. On November 11, 2022, the day after Plaintiff took Harley home from the Defendant's place of business, Harley was immediately diagnosed and treated for ear infections and a cough. X-ray images a few days later determined the cough was not merely a superficial or minor cough, but rather that Harley was most likely suffering from pneumonia. This illness would have taken longer than 24 hours to manifest in Harley's lungs. Likewise, the existing ear infections Harley was suffering from when Defendant turned over Harley to Plaintiff would have taken longer than 24 hours to manifest in Harley's ears.

33. Accordingly, Defendant either knew or should have known Harley was already suffering from ear infections and a respiratory illness causing Harley to constantly cough, and that its representations of Harley's health were therefore false, because only one day after Plaintiff brought him home, Harley had to be treated for ear infections and a respiratory illness that was then causing Harley to constantly cough.

34. Alternatively, Defendant was reckless in relying on the medical examination of Harley by Stafford Veterinary Center on November 4, 2022 that Harley was healthy, and then not turning Harley over to the Plaintiff until November 10, 2022 and claiming Harley was healthy.

35. Immediately after Plaintiff purchased Harley and he was examined and diagnosed by Plaintiff's veterinarian, she was forced to begin medical treatments of Harley, including purchasing and administering medications, over the next few months to treat his respiratory condition. The required medications included Clavamox, Proviabie-Forte, Enrofloxacin, Doxycycline and Albon. Plaintiff has been required to continue purchasing medications and treating Harley's ear infections to the present.
36. Defendant made fraudulent representations of Harley's health by giving Plaintiff a copy of a false and incomplete Health Record and through the Defendant employee's statements to Plaintiff that Harley was a healthy puppy with the intent that Plaintiff would rely on these representations in deciding to purchase Harley.
37. Plaintiff reasonably relied on the false representations of the Stafford Veterinary Center notes and the statements of the Defendant's employee concerning Harley's health, was induced by these representations to agree to purchase him and has suffered damages because of such reliance.
38. As a result, Plaintiff demands judgment against Defendant, including compensatory, consequential and punitive damages and all other relief the court deems just and equitable.

COUNT THREE: CIVIL CONSPIRACY TO COMMIT FRAUD AND VIOLATE C.G.S. § 37-4 AS TO DEFENDANTS PUPPY PALACE AND DUVERA BILLING SERVICES, LLC D/B/A EASYPAY FINANCE

39. Plaintiff incorporates by reference the allegations contained in paragraphs 1 to 38, above, as is fully set forth herein.
40. To deceptively and fraudulently induce Plaintiff to purchase an unhealth puppy for \$2,800.00, which would unknowingly then require Plaintiff to spend funds for immediate medical treatment, Defendant Puppy Palace colluded and conspired with Defendant EasyPay Finance by offering and securing for Plaintiff an unlawful loan from EasyPay Finance at an unconscionable interest rate of approximately 52.50 per cent, in violation of Conn. Gen. Statutes § 37-4.
41. Defendant Puppy Palace also made false representations concerning Harley's health to induce Plaintiff to purchase Harley and subsequently to unknowingly agree to become indebted on an unconscionable and unlawful loan.
42. In procuring the loan for Plaintiff from EasyPay Finance, Defendant Puppy Palace fraudulently and wrongfully never informed Plaintiff of the interest rate of the loan, the maturity date of the loan, the total amount of interest that would be payable, a schedule of when payments were due, conditions and consequences if Plaintiff should default on payments due under the loan, whether the loan was

secured or unsecured, applicable charges or fees associated with the loan, nor any other terms of the loan.

43. Based on Defendant's statement to Plaintiff that she was required to make biweekly payments of \$137.24 for a two-year period, the total amount of principal and interest payments would be approximately \$7,136.48. Subtracting the loan principal amount of \$2,800.00 from the total payment amount of \$7,136.48 results in interest payments totaling approximately \$4,336.48. This amount equates to charging Plaintiff an effective and unconscionable interest rate on the loan of approximately 52.50 per cent.
44. The unconscionable, exorbitant and usurious interest rate that Defendants deceptively induced Plaintiff to be obligated to pay is in violation of the twelve percent per annum maximum interest rate allowable pursuant to Conn. Gen. Statutes § 37-4.
45. Defendant EasyPay Finance is the lending company Defendant Puppy Palace conspired with to effectuate the loan with Plaintiff. Defendants deceived and concealed the true nature of the loan obligation to Plaintiff, and due to these predatory lending practices engaged in by the Defendants, the loan agreement should be deemed null and void.

46. Defendants Puppy Palace, through its agent Easy Pay, violated the Truth in Lending Act, 15 U.S.C. 1601 et seq., by not disclosing the terms and costs of the loan, including the annual percentage rate, finance charges, and late fees and other applicable charges and fees associated with the loan. Defendants are therefore liable to the Plaintiff for compensatory and punitive damages.
47. Conn. Gen. Statutes § 22-354a deems void any “contract to transfer ownership of a dog or cat that is contingent upon the making of payments over a period of time by one party subsequent to the transfer of possession of such dog or cat to such party” if such loan is a secured loan.
48. Defendants purposefully failed to disclose to the Plaintiff whether the loan payable to EasyPay Finance is a secured loan. Until Plaintiff sought legal counsel, she greatly feared the Defendants would take Harley away from her arising from the dispute she was having concerning payments on the loan and Harley’s ongoing medical issues. In other words, on account of Defendants’ behavior, Plaintiff believed, although without understanding the technical concepts of a secured loan, that her loan with EasyPay would allow Defendants to take Harley away from her.

49. Defendants violated Connecticut and federal lending statutes reference above in part because they knowingly and fraudulently withheld disclosure of material terms of the loan, similar to their nondisclosure to Plaintiff of whether the loan was a secured loan.

50. Because of the foregoing acts of the Defendants, the agreement to transfer ownership of Harley to Plaintiff should be deemed void.

51. As a further result, Plaintiff demands judgment against Defendant, including compensatory, consequential and punitive damages and all other relief the court deems just and equitable.

COUNT FOUR: BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

52. Plaintiff incorporates by reference the allegations contained in paragraphs 1 to 51, above, as is fully set forth herein.

53. Plaintiff and Defendant entered into an agreement for the sale of a healthy companion animal, namely the dog Harley, by the Defendant in exchange for monies to be paid over time by the Plaintiff. Defendant engaged Stafford Veterinary Center to perform a medical examination of Harley. The Defendant provided notes of that examination to Plaintiff to induce her to purchase Harley. These notes only consisted of the phrase "BAR", which is an acronym commonly

used for the words "Bright, Alert and Responsive" by veterinarians as a short description of an animal's medical condition.

54. Defendant's employee Ashley Maddox also used these and other similar terms to falsely explain to the Plaintiff that Harley was in good health. At the time Maddox made these statements and Plaintiff reviewed the medical examination notes, Harley was suffering from ear infections and a respiratory illness initially causing Harley to constantly cough and which was soon diagnosed as most likely pneumonia.

55. Defendant took these actions to mislead Plaintiff on the true health condition of Harley so that Plaintiff would purchase Harley. Plaintiff was accordingly deceived into believing Harley was a healthy puppy and agreed to purchase him.

56. Plaintiff's reliance on Ashley Maddox's false statements and the misleading Veterinarian examination results, which both claimed Harley had no health problems, were done in bad faith by the Defendant and induced Plaintiff to purchase Harley.

57. Defendant wrongfully breached its covenant of good faith and fair dealing to the Plaintiff by deceiving Plaintiff to believe Harley was healthy at the time of purchase. Harley displayed serious, potentially fatal health issues less than

twenty-four hours later after Plaintiff took him home from Defendant's place of business.

58. Defendant's actions caused Plaintiff to suffer damages for the costs incurred in treating Harley and for causing Plaintiff to incur costs associated with bringing this action to secure the damages she sustained related to Defendant's actions.

59. All of the foregoing constitutes a bad faith effort on the part of Defendant and a breach of the covenant of good faith and fair dealing it owed to Plaintiff.

60. As a result, Plaintiff demands judgment against Defendant, compensatory damages and all relief the court deems just and equitable.

COUNT FIVE: VIOLATION OF CUTPA

61. Plaintiff incorporates by reference the allegations contained in paragraphs 1 to 60 above, as is fully set forth herein.

62. Plaintiff brings this cause of action both in her individual capacity and on behalf of the general public.

63. Defendant Puppy Palace is both a "person" engaged in "trade" or "commerce" as defined in Connecticut General Statutes § 42-110a.

64. The actions and activities as aforesaid were deceptive, wrongful, unethical, and unscrupulous and were calculated to secure a contract for the benefit of Defendants to the detriment of the Plaintiff.
65. Defendant Puppy Palace engaged in immoral, unscrupulous and unethical practices by acting with reckless indifference when they presented Plaintiff with a grossly inaccurate veterinarian report and made false statements to her with the intent to deceive Plaintiff into buying a puppy she was told was healthy, but instead was suffering from serious medical issues.
66. Additionally, Defendants Puppy Palace and EasyPay Finance, wrongfully induced the Plaintiff into agreeing to an illegal financing plan for the purchase of Harley at an unconscionable and usurious interest rate and without providing the Plaintiff with any of the material terms of the financing agreement. Said conduct constitutes wrongful, unethical, unfair and/or deceptive acts and practices in the conduct of trade or business, in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. Sec. 42-110a *et. seq.* ("CUTPA").
67. The unethical and fraudulent business practices of Defendants described above and herein present a continuing threat to members of the public.

68. Plaintiff has suffered and continues to suffer an ascertainable loss capable of being discovered, observed, or established by vet records, invoices and unjustifiable claims by EasyPay Finance for payment on the loan agreement as a result of the Defendants' violations of CUTPA.

69. Defendants are liable to Plaintiff for their violations of CUTPA, and their actions also justify an award of punitive damages and attorney's fees pursuant to Conn. Gen. Stat. §42-110g.

WHEREFORE, the plaintiff claims:

- A. Compensatory and Consequential damages;
- B. Punitive damages as to Counts Two, Three and Four;
- C. Punitive Damages as to Count Five pursuant to Conn. Gen. Stat. § 42-110g(a);
- D. An award of attorney fees and costs pursuant to Conn. Gen. Stat. § 42-110g(d);
- E. A temporary and permanent injunction, prohibiting and restraining the Defendants from operating a consumer pet store;
- F. Granting such other relief as the Court deems necessary and appropriate to effectuate the purpose of the Connecticut Unfair Trade Practices Act;
- G. An Order requiring Defendant to change or consent to the change of the owner name and contact information for Harley to Plaintiff's name and information with the microchip identification system;
- H. An Order declaring Plaintiff's loan with Defendant EasyPay Finance null and void.

I. All other relief deemed appropriate by the Court;

Plaintiffs further demand trial by jury of all causes of action triable as of right by jury.

Dated at Hartford, Connecticut on November 8, 2024.

PLAINTIFF,
Linda Gilnite

By: 

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