



STATE OF CONNECTICUT

BEFORE THE DEPARTMENT OF CONSUMER PROTECTION

In the Matter of

Christopher C. Shuckra
Innovative Sentencing Solutions, LLC
Parole Advocates

FINAL DECISION AND ORDER

This action was brought by an administrative complaint issued on August 6, 2012 (hereinafter “Complaint”), charging Christopher C. Shuckra (“Shuckra”), Innovative Sentencing Solutions, LLC (“ISS”), and Parole Advocates (hereinafter collectively “Respondents”) with violations of the Connecticut Unfair Trade Practices Act, Chapter 735a of the Connecticut General Statutes.

A formal administrative hearing (hereinafter “Hearing”) was held on October 12, 2012. Christopher Nason served as Presiding Hearing Officer and Elizabeth Song and Jacob Goldin served as Hearing Officers pursuant to designation by William M. Rubenstein, Commissioner of Consumer Protection for the State of Connecticut (hereinafter “Commissioner”). (Exhibit 1). At Hearing, Nicole Ayala, Complaint Counsel for the Department of Consumer Protection, presented testimony, exhibits, and arguments. Respondents did not appear.

I. FINDINGS OF FACT

1. The Commissioner issued the Complaint on August 6, 2012 against Respondents alleging that Respondents violated the Connecticut Unfair Trade Practices Act, Section 42-110a *et seq.* (as amended) of the Connecticut General Statutes. (Exhibit 2)
2. By Complaint, the Commissioner gave notice to Respondents that Hearing would be held at 10:00 a.m. on September 14, 2012 in Room 126, State Office Building, 165 Capitol Avenue, Hartford, Connecticut on the charges set forth in the Complaint. The Complaint advised Respondents that they had the right to appear and show cause as to why orders should not be entered requiring them to

cease and desist from the violations of law charged in the Complaint and why an Order directing restitution should not be entered against them. The Complaint gave further notice to Respondents that they had the right to file a written answer, submit testimony, be fully heard, and be represented by an attorney at the Hearing. (Exhibit 1)

3. The Complaint was served upon Respondents in the hands of Christopher C. Shuckra, at 210 Farmington Avenue, Apt. 119, Hartford, CT at approximately 3:00 pm on August 18, 2012. (Exhibit 1)
4. On September 14, 2012, Commissioner granted Respondents' motion for a continuance of the Hearing until Friday, October 12, 2012, beginning at 10:00 a.m. in Room 126, State Office Building, 165 Capitol Avenue, Hartford, Connecticut. The Order granting Respondents' motion stated that no further requests for continuances would be granted without compelling reasons. (Exhibit 3)
5. On October 9, 2012, Respondents submitted a second request for continuance of Hearing, which was denied by Commissioner. (Exhibit 4)
6. On November 28, 2012 Respondents received a Proposed Decision in this matter. Respondents requested an extension of time, until December 19, 2012 to file a written objection to the Proposed Decision and/or request oral argument on the Proposed Decision before the Commissioner. The extension of time was granted by the Commissioner.
7. On January 7, 2013, Respondents filed written objections to the Proposed Decision and waived oral argument.
8. From about 2002 until May 2012, Respondent Shuckra owned and operated Respondent Innovative Sentencing Solutions ("ISS"), which was a business purporting to provide parole and correctional advocacy services to incarcerated individuals nationwide. Such business was conducted at all times from locations within the State of Connecticut. (Exhibit 2)
9. On May 8, 2007, Respondent Shuckra filed a trade name certificate for ISS with the City of Hartford town clerk, listing its location as 241 Main Street, Hartford, CT. (Exhibit 2)
10. On April 21, 2009, Respondent Shuckra registered ISS as a domestic limited liability corporation in Connecticut located at 78 Deepwood Drive, Avon, CT. On April 30, 2011, Respondent Shuckra updated this address to 1100 New Britain Ave., Suite 107, West Hartford, CT as the street address and P.O. Box 691, Hartford, CT as the mailing address. (Exhibit 2)
11. On or about July 4, 2012, Respondent Shuckra began advertising for a new parole and correctional advocacy firm called "Parole Advocates LLC." As of August 6, 2012, this business was not an actual LCC, and was not registered with the Connecticut Secretary of State. (Exhibit 2)

12. State Special Investigator Terence Zehnder was assigned in March 2011 to investigate the location of Respondent Shuckra and ISS. Zehnder stated that he failed to confirm the location of the respondents or the business at each of the following locations that Respondent Shuckra or ISS had provided: 1100 New Britain Ave., Suite 107, West Hartford, CT, 425 Franklin Avenue, Hartford, CT; 96 Mather Street, Hartford, CT; 195 Sigourney Street, Hartford, CT; 78 Deepwood Drive, Avon, CT; 1413 Boulevard, Hartford, CT; 100 Pearl Street, Hartford, CT; 241 Main Street, Hartford, CT; 201 Farmington Avenue, Hartford, CT; and P.O. Box 691, Hartford, CT. (Exhibit 5)
13. Mr. Andrew Moseley, a manager at the Board of Pardons and Paroles, testified that he had received letters of complaint and calls regarding Respondents Shuckra and ISS failing to provide contracted-for advocacy services. Mr. Moseley does not recall ever receiving information from the Respondents. Mr. Moseley also testified that there are at least ten cases in which individuals contacted the Board to inquire if ISS had filed documents on their behalf and where ISS had not submitted any documents. (Testimony of Mr. Andrew Moseley).
14. In the letterhead of the contracts Respondent Shuckra used to represent ISS, he advertised his business as a member of various professional legal associations, including "The National Association of Criminal Lawyers." Such statements regarding membership in such legal professional associations were false. (Exhibit 5)
15. In March 2011, Evelyn Page Lee paid ISS \$1,500 to assist in the preparation of the parole hearing of her boyfriend, Say-Quan Hallum. (Affidavit of Evelyn Page Lee)
16. Ms. Lee delivered reference letters and original trial documents to Respondent Shuckra with the understanding that these would be sent to the Parole Board. (Exhibit 5)
17. Respondent Shuckra told Ms. Lee that he was an attorney. (Affidavit of Evelyn Page Lee)
18. Respondent Shuckra is not an attorney. (Exhibit 5)
19. Respondent Shuckra represented that he had a special relationship with the head of the parole board and that this relationship would help in obtaining Mr. Hallum's release. Such representation was false. (Affidavit of Evelyn Page Lee)
20. ISS did not submit anything to the Parole Board on behalf of Mr. Hallum. (Testimony of Mr. Andrew Moseley)
21. In May 2011, Rachel Suydam, Respondent Shuckra's employee, promised to refund Ms. Lee's money and return her documents. This was not done. (Affidavit of Evelyn Page Lee)

22. The family of Enrique Colon paid ISS \$1,800 for a sentence commutation package on behalf of Mr. Colon, who is incarcerated at MacDougall CI in Connecticut. (Exhibit 5)
23. The fee agreement stipulated that all monies paid would be refunded if Mr. Colon's commutation was not approved (Exhibit 5).
24. The commutation was not approved and the monies were not refunded. (Exhibit 5)
25. ISS stopped responding to calls from Mr. Colon and his family after the commutation request was denied. (Exhibit 5)
26. On March 17, 2011, Mayrna Capasso-Rubio contracted with ISS to provide parole advocacy services on behalf of her son, Ignacio Canales. (Exhibit 5)
27. Rachel Suydam, Respondent Shuckra's employee of ISS, orally guaranteed that Mr. Canales would be released from prison within 60 days. (Exhibit 5)
28. Ms. Capasso-Rubio gave ISS checks totaling \$1,000. (Exhibit 5)
29. The contract stipulated that these checks be made payable to Respondent Shuckra personally. (Exhibit 5)
30. The contract guaranteed that all monies paid would be refunded if Mr. Canales was not released on special parole. (Exhibit 5)
31. ISS did not provide any services on behalf of Mr. Canales. (Exhibit 5)
32. Mr. Canales was not released from prison on parole, and Ms. Capasso-Rubio's payment was not refunded. (Exhibit 5)
33. On February 25, 2011, Maria Vargas, a resident of Connecticut, contracted with ISS to provide correctional advocacy services on behalf of her fiancé, Ali Richard, who is incarcerated at Robinson Correctional Institution in Connecticut. (Exhibit 5)
34. Ms. Vargas paid ISS \$750. (Exhibit 5)
35. The contract stipulated that any checks or money orders be made payable to Respondent Shuckra personally. (Exhibit 5)
36. The contract guaranteed that all monies paid would be refunded if Mr. Richard was not granted nine months missing jail credit. (Exhibit 5)
37. Mr. Richard was not granted nine months missing jail credit. (Exhibit 5)
38. Ms. Vargas' payment was not refunded. (Exhibit 5)
39. ISS stopped responding to calls from Ms. Vargas after the adverse ruling. (Exhibit 5)
40. On September 12, 2011 Cholee Shabazz contracted with ISS to provide parole advocacy services on behalf of her fiancé Terry Wallace in return for \$2,500. (Exhibit 5)
41. The contract stipulated that any checks or money orders be made payable to Respondent Shuckra personally. (Exhibit 5)
42. Ms. Shabazz paid ISS a total of \$1,666. Ms. Shabazz did not make the final payment and was promised a refund of her previous payments. (Exhibit 6)

43. Ms. Shabazz never received this refund. (Exhibit 6)
44. In January 2010, Lorraine Beavers, a resident of Connecticut, contracted with ISS to provide correctional advocacy services on behalf of her husband, Howard Beavers, who is incarcerated at MacDougall-Walker Correctional Institution in Connecticut. (Testimony of Lorraine Beavers)
45. Mrs. Beavers paid ISS \$1,475. (Testimony of Lorraine Beavers)
46. The contract stipulated that any checks or money orders be made payable to Respondent Shuckra personally. (Exhibit 5)
47. The contract guaranteed that all monies paid would be refunded if Mr. Beavers was not granted a sentence commutation. (Exhibit 5)
48. Mr. Beavers was not granted a sentence commutation. (Exhibit 5)
49. ISS did not attend Mr. Beaver's parole hearing and did not submit documents to the parole board. (Testimony of Lorraine Beavers)
50. Mrs. Beavers sued ISS in small claims court and was awarded a judgment. (Testimony of Lorraine Beavers)
51. ISS has not refunded any of Mrs. Beavers' payment. (Testimony of Lorraine Beavers)
52. In December 2010, Lakeena Redd entered into agreement with ISS to provide correctional advocacy services on behalf of her boyfriend, Gary Sadler, who is incarcerated at MacDougall-Walker Correctional Institution in Connecticut. (Exhibit 5)
53. Ms. Redd paid ISS \$1,550 and submitted irreplaceable original documents. (Exhibit 5)
54. ISS guaranteed that all monies paid would be refunded if Mr. Sadler was not granted parole release. (Exhibit 5)
55. ISS did not submit anything to the parole board. (Exhibit 5)
56. Mr. Richard was not granted parole release. (Exhibit 5)
57. Ms. Redd's payment was not refunded and the documents were not returned. (Exhibit 5)
58. After the adverse ruling, ISS stopped responding to calls and letters from Ms. Redd, Mr. Sadler and their families. (Exhibit 5)
59. On March 13, 2010, Maurice Schenck contracted with ISS to provide correctional advocacy services on his behalf. (Exhibit 5)
60. Respondent Shuckra represented that he was an attorney. (Exhibit 5)
61. Mr. Schenck paid ISS \$750. (Exhibit 5)
62. The contract stipulated that any checks or money orders be made payable to Respondent Shuckra personally. (Exhibit 5)
63. The contract guaranteed that all monies paid would be refunded if Mr. Schenck's parole detainer was not removed with seventy-five days. (Exhibit 5)
64. Mr. Schenck's parole detainer was not removed with that time. (Exhibit 5)

65. After this time period, ISS stopped responding to Mr. Schenck's phone calls, emails and letters. (Exhibit 5)
66. On July 28, 2011, Glenda Curtis contracted with ISS for clemency and sentence commutation services for her son Carlos Curtis. (Exhibit 5)
67. Ms. Curtis paid ISS \$2,500 for these services in September of 2011. (Exhibit 5)
68. Ms. Curtis alleges that ISS failed to meet with her son to prepare him for the hearings, which they promised to do orally. (Exhibit 5)
69. The fee agreement stipulated that all monies paid would be refunded if Mr. Curtis' parole request was not approved. (Exhibit 5).
70. ISS did not perform the agreed upon services for Mr. Curtis, and the monies were not refunded. (Exhibit 5)
71. ISS stopped responding to letters or calls from Mr. Curtis and his family when they requested a refund. (Exhibit 5)
72. On March 14, 2011, Cleveland Brown contracted with ISS for clemency and sentence commutation services for his son Jemol Brown. (Exhibit 5)
73. Mr. Brown paid ISS \$1,400 in five separate installments throughout 2011. (Exhibit 5)
74. Mr. Brown alleges that Respondent Shuckra always wanted the checks made out to him and not to the company. (Exhibit 5)
75. The fee agreement stipulated that all monies paid would be refunded if Mr. Brown's request was not approved. (Exhibit 5).
76. ISS did not perform the agreed upon services for Mr. Brown, and the monies were not refunded. (Exhibit 5)
77. ISS stopped responding to letters or calls from Mr. Brown or his family when they requested a refund. (Exhibit 5)
78. Carlos Cruz contracted with ISS for parole advocacy services for his brother Domingo Borges. (Exhibit 5)
79. Mr. Cruz paid ISS \$1,800 by check in two separate payments in March and April of 2011. (Exhibit 5)
80. The checks Mr. Cruz wrote were addressed directly to Respondents Christopher Shuckra. (Exhibit 5)
81. The fee agreement stipulated that all monies paid would be refunded if Mr. Cruz's parole request was not approved. (Exhibit 5)
82. Mr. Cruz's parole was denied, and the monies were not refunded. (Exhibit 5)
83. Mr. Shuckra requested an extension to the parole hearing without notifying or seeking approval from Mr. Cruz or his family. Mr. Cruz alleges ISS did eventually submit a package with the letters, but that it was "very weak and... the bare minimum for what we contracted." (Exhibit 5)
84. Mr. Cruz also alleges that the contract specified that ISS would meet with his brother in prison, but these meetings never occurred. (Exhibit 5)

85. ISS stopped responding to letters or calls from Mr. Cruz and his family when they requested a refund. (Exhibit 5)
86. On July 5, 2011, Lance Turner contracted with ISS for parole advocacy services. (Exhibit 5)
87. Mr. Turner paid ISS \$1,800 by check in August 2011. (Exhibit 5)
88. The fee agreement stipulated that all monies paid would be refunded if Mr. Turner's parole request was not approved in 90 days. (Exhibit 5).
89. ISS did not perform the agreed upon services for Mr. Turner, his parole was denied, and the monies were not refunded. (Exhibit 5)
90. ISS stopped responding to letters or calls from Mr. Turner when he requested a refund. (Exhibit 5)
91. On December 21, 2011, Johnny Miller contracted with ISS for hardship transfer services. (Exhibit 5)
92. Mr. Miller paid ISS \$750 in two separate payments on December and January 2011. (Exhibit 5)
93. The fee agreement stipulated that all monies paid would be refunded if Mr. Miller's transfer was not approved. (Exhibit 5)
94. ISS did not perform the agreed upon services for Mr. Miller, and the monies were not refunded. (Exhibit 5)
95. ISS stopped responding to letters or calls from Mr. Miller when they requested a refund. (Exhibit 5)
96. On July 27, 2011, Regina Singleton-Tarrant contracted with ISS for clemency services for her fiancé Bobby Fisher. (Exhibit 5)
97. Ms. Singleton-Tarrant paid ISS \$2,500 by check in February 2012. (Exhibit 5)
98. The fee agreement stipulated that all monies paid would be refunded if Mr. Fisher's sentence reduction was not approved. (Exhibit 5)
99. ISS did not perform the agreed upon services for Mr. Fisher, and the monies were not refunded. (Exhibit 5)
100. ISS stopped responding to letters or calls from Mr. Fisher and his family when they requested a refund. (Exhibit 5)
101. On August 9, 2011, Charlene Griffin Warren contracted with ISS for hardship transfer services for her nephew Ashanti Griffin. (Exhibit 5)
102. Ms. Griffin Warren paid ISS \$750 by check in October of 2011. (Exhibit 5)
103. The fee agreement stipulated that all monies paid would be refunded if Ms. Griffin's hardship transfer was not approved in 90 days. (Exhibit 5)
104. ISS did not perform the agreed upon services for Mr. Warren, and the monies were not refunded. (Exhibit 5)
105. ISS stopped responding to letters or calls from Mr. Warren and his family when they requested a refund. (Exhibit 5)

106. Michael Bloomfield contracted with ISS for parole advocacy services. (Exhibit 5)
107. Mr. Bloomfield paid ISS \$1,000 for these services.
108. The fee agreement stipulated that all monies paid would be refunded if Mr. Bloomfield's parole request was not approved. (Exhibit 5)
109. ISS did not perform the agreed upon services for Mr. Bloomfield, and the monies were not refunded. (Exhibit 5)
110. ISS stopped responding to letters or calls from Mr. Bloomfield and his family when they requested a refund. (Exhibit 5)
111. Mr. Bloomfield filed a complaint with the Bureau of Consumer Affairs in February 2012. (Exhibit 5)
112. On April 28, 2011, Russell Schooley contracted with ISS for parole advocacy services. (Exhibit 5)
113. Mr. Schooley paid ISS \$2,500 for said services.
114. The fee agreement stipulated that all monies paid would be refunded if Mr. Schooley's parole request was not approved. (Exhibit 5)
115. ISS did not perform the agreed upon services for Mr. Schooley, and the monies were not refunded. (Exhibit 5)
116. ISS stopped responding to letters or calls from Mr. Schooley and his family when they requested a refund. (Exhibit 5)
117. In April 2011, Bertha Carroll paid ISS \$1,500 for parole advocacy services for Anthony Carroll. (Exhibit 5)
118. ISS did not perform the agreed upon services for Mr. Carroll, and the monies were not refunded. (Exhibit 5)
119. ISS stopped responding to letters or calls from Mr. Carroll and his family prior to the parole hearing and after they requested a refund. (Exhibit 5)
120. On April 2, 2010, Margaret Guerrero signed a fee agreement with ISS providing that ISS would investigate and provide correctional advocacy services for Thomas Marra, III, in connection with his request to transfer from MacDougall-Walker Correction Institution to Garner Correctional Institution in Connecticut. (Exhibit 5)
121. The fee agreement stated that payments in the form of a check or money order should be made payable to Respondents Christopher Shuckra personally. (Exhibit 5)
122. Margaret Guerrero paid for said services with a check made out to Respondent Shuckra in the amount of \$500. (Exhibit 5)
123. The fee agreement stated that if Mr. Marra was not transferred within 45 days, the fee paid would be refunded to the client in full. (Exhibit 5)
124. ISS has taken no action with regard to advocating or assisting in Mr. Marra's transfer. (Exhibit 5)

125. On April 16, 2010, Ms. Guerrero requested a refund in full because no transfer had taken place. (Exhibit 5)
126. Ms. Guerrero did not receive a refund. (Exhibit 5)
127. In 2004, Deborah Donahue contracted with ISS to assist with a “parole package” for William Donahue. (Exhibit 5)
128. Ms. Donahue paid ISS with a check for \$850. (Exhibit 5)
129. After receiving payment, ISS did not respond to communications from Donahue and took no action to support Donahue’s parole application. (Exhibit 5)
130. In 2011, Mr. Donahue asked ISS to use this \$850 as credit toward parole advocacy services for his upcoming parole hearing.
131. ISS agreed; but did not provide advocacy services.
132. Sammy Colon and Anthony Colon hired ISS to manage and prepare a sentence modification package for Anthony Colon who resides at MacDougall-Walker Correctional Institution in Connecticut. (Exhibit 5)
133. Mr. Colon paid ISS \$1,500 by check for said services. (Exhibit 5)
134. Following payment, Colon was not contacted by ISS, and no services were provided. (Exhibit 5)
135. The mother of Jose A. Diaz, an inmate in Connecticut prison, contracted with ISS to evaluate a sentence commutation/clemency application and to look into the performance of Diaz’s original trial court attorney. (Exhibit 5)
136. Diaz’s mother paid ISS \$500 for these services. (Exhibit 5)
137. Following payment, ISS took “no action” on Diaz’s behalf. (Exhibit 5)
138. On September 3, 2009, Amanda Raphael contracted with ISS to amend her husband’s Michel Adderly’s Pre-Sentencing Report to ensure a prison transfer. (Exhibit 5)
139. The contract stated that if the transfer was not achieved within 75 days of the date of the agreement, the fee paid in the matter would be refunded to client. (Exhibit 5)
140. The fee agreement stated that payments in the form of a check or money order should be made payable to Respondents Christopher Shuckra. (Exhibit 5)
141. Ms. Raphael mailed Respondent Shuckra \$550 on September 3, 2009. (Exhibit 5)
142. Respondent Shuckra stated that upon receiving the fee, he would send Mr. Adderly a contract. Mr. Adderly never received a contract. (Exhibit 5)
143. Ms. Raphael requested a refund from Respondent Shuckra but has not received one. (Exhibit 5)
144. Ms. Raphael has not been able to contact Respondent Shuckra since September 21, 2009. (Exhibit 5)
145. Jacqueline Lindsey contracted with ISS to support the sentence commutation of her husband. (Exhibit 5)
146. Ms. Lindsey paid Respondent Shuckra \$1,500 for said service. (Exhibit 5)

147. Respondent Shuckra informed Lindsey that he would submit paperwork in support of her husband for a November 2010 parole hearing. (Exhibit 5)

148. No paperwork or application was submitted as promised. Mr. Lindsey subsequently discovered that her nephew was not even eligible for parole and that the parole board had not been in contact with Respondent Shuckra or ISS. (Testimony of Jacqueline Lindsey)

149. Ms. Lindsey sued ISS in small claims court and was awarded a judgment. (Testimony of Jacqueline Lindsey)

150. ISS has not refunded any of Ms. Lindsey's payment. (Testimony of Jacqueline Lindsey).

II. CONCLUSIONS OF LAW

The Connecticut Unfair Practices Act ("CUTPA"), C.G.S. §§ 42-110a *et seq.*, makes unfair and deceptive acts and practices in the conduct of trade or commerce unlawful. C.G.S. § 42-110b(a). The Commissioner of Consumer Protection, after determining that a violation of CUTPA has occurred, may issue orders to cease and desist from such unlawful practices and to make restitution. C.G.S. § 42-110d. As set forth herein, the Respondents have engaged in both deceptive and unfair acts and practices in violation of CUTPA and a both a cease and desist order and a restitution order are appropriate.

Under CUTPA, an act or practice is deceptive where a representation, an omission or conduct is likely to mislead a consumer, interpreting it reasonably under the circumstances, about a material fact or circumstance. Caldor v. Heslin, 215 Conn. 590, 597 (1990).

In determining what acts or practices are unfair under CUTPA, the Commissioner and the courts are to be guided by interpretations of the Federal Trade Commission and the federal courts in interpreting similar provisions of the Federal Trade Commission Act, 15 U.S.C. 45(a)(1), as from time to time amended. C.G.S. § 42-110b(b). In reviewing decisions of the FTC, the federal courts and the Connecticut Supreme court, it is quite clear that an act or practice may be deemed unfair under CUTPA where the act or practice causes unjustified consumer injury. See, e.g., In Re International Harvester Co., 104 F.T.C. 949 (1984); Orkin Exterminating Co. v. F.T.C., 849 F2d 1354 (11th Cir. 1988); A.G. Foods, Inc. v. Pepperidge, Inc., 216 Conn. 200 (1990).¹ Unjustified consumer injury occurs where (1) the injury is substantial; (2) the

¹ While the Connecticut Supreme Court has adopted the old FTC test for unfairness known as the "Cigarette Rule", which articulates a standard that weighs a combination of public policy violation, ethical conduct and consumer injury, the extent to which unfairness may be established absent any unjustified consumer injury is uncertain. See, e.g., A.G. Foods, Inc. v. Pepperidge, Inc., 216 Conn. at 217 (unjustified consumer injury is a "necessary predicate to recovery under CUTPA"); Glazer v. Dress Barn, Inc., 274 Conn. 33, 83 n. 34 (2005) (questioning whether the Cigarette Rule is the appropriate standard). Since, in this case, the high degree of unjustified consumer injury alone supports a finding of unfairness under the Cigarette Rule, there is no need address the efficacy of that rule here.

injury is not outweighed by countervailing benefits of the practice to consumers or competition; (3) and the consumers could not have reasonably avoided the injury. Hartford Elec. Supply Co. v. Allen Bradley Co., 250 Conn. 334, 368 (1999).

Respondents engaged in trade or commerce in Connecticut by offering to and contracting to provide services to consumers to ameliorate the effect of prison sentences and to secure their, or their loved ones, release from prison through legal processes such as parole or clemency. Despite Respondents' promises to help these consumers, Respondents failed to undertake any of the essential services that would have helped consumers in any way, much less, to secure the release from prison they so desperately desired

In the course of such trade or commerce, Respondents' conduct was deceptive. In order to induce consumers to employ their services, the Respondents made false representations, including that Respondent Shuckra was an attorney, that Respondents were members of legal trade associations such as the "National Association of Criminal Lawyers, that Respondents had a special relationship with the head of the parole board members that would help in getting parole's granted, and that Respondents could guarantee release from prison by the parole board. These representations are clear and unequivocal and were reasonably interpreted by consumers to mean that Respondents had special skills, qualities, relationships and abilities that would assure successful parole and clemency petitions resulting in release from prison. Such representations were material to consumers' decisions to enter into service contracts with Respondents. Such representations were false. Respondent's conduct, therefore, violated Section 42-110b(a) of the Connecticut General Statutes.

Further, in the course of such trade or commerce, Respondents' conduct was unfair. The complete and systematic breach of contracts, which contracts were induced in the first instance by deception may constitute unfairness under CUTPA See, e.g., Orkin Exterminating Co. v. FTC, 849 F.2d 1354 (11th Cir. 1988); Tessmann v. Tiger Lee Construction Co., 228 Conn. 42 (1993); Landmark Investment Group v. Chung Family Realty Partnership, 125 Conn. App. 678 (2010), cert den., 300 Conn.914 (2011). In this case, such conduct caused unjustified consumer injury that rendered Respondents' acts and practices unfair. Respondents took money from consumers without performing any of the essential services they promised to undertake. As a result, consumers did not receive any of the benefits that they paid for and Respondents' actions did not ameliorate, diminish or eliminate prison sentences in any way. The pervasiveness of the conduct leads to the further conclusion that Respondents were either incapable of performing the services or never intended to perform the services in the first place. In either event, consumers suffered substantial injury. Consumers paid hundreds, and in some cases thousands, of dollars to ameliorate the effects of prison sentences or to secure their, or their loved ones, release from prison. That money was taken by Respondents and never returned, despite Respondents not having rendered essential services. Consumers suffered additional substantial injury because, by virtue of Respondents conduct, the consumers were prevented or inhibited from seeking the services of others that could have made a substantial difference in securing the amelioration, diminishment or elimination of prison incarceration.

Respondent's failure to perform essential services provided absolutely no countervailing benefit to any consumer or to competition. Only harm ensued from Respondents' conduct.

Several factors contributed to consumers being unable to avoid the injury. First, Respondents' deception in the inducement misled consumers and prevented them from understanding the risks associated with hiring Respondents. Secondly, consumers entered into these transactions at times of great emotional extremis and desperation, thus, enhancing their susceptibility to Respondents' siren songs of help. Finally, because of the time sensitive nature of the services regarding legally imposed filing deadlines and hearings, consumers were unable to secure services from other sources even after they learned that Respondents failed to perform the essential services. Thus, consumers were never in a position to avoid the harm imposed by the complete and systematic breaches.

I conclude that the degree of unjustified consumer injury in this case is alone sufficient to find that Respondents conduct set forth herein was unfair.² Additionally, I conclude that Respondents' conduct was deceptive. I, therefore, conclude that Respondents have violated CUTPA. C.G.S. § 42-110b. Given the nature of Respondents' conduct an efficacious cease and desist order is required to prevent further violations and an order of restitution to the 28 injured consumers referenced in this decision is warranted.

Furthermore, given that Respondent Shuckra personally engaged in the unfair and deceptive acts and practices found herein and that he treated and managed ISS and Parole Advocates as mere shells for his own actions and benefit, controlled all aspects of ISS's and Parole Advocates' business, intermingled ISS's finances with his own by requiring check payments for ISS services to be made payable to Respondent Shuckra personally, Respondent Shuckra, ISS and Parole Advocates are jointly and severally liable for CUTPA violations found herein.

² To the extent it is necessary to consider other factors that may inform a determination of unfairness, I also conclude that Respondents deception in inducing the contract, their complete and systematic failure to perform and their continuation to induce and contract with additional consumers with full knowledge that no essential services were being performed for those consumers already under contract, violates at least the penumbra of a range of public policies, including those against the use of deceptive artifices to gain monetary advantage, bad faith in performing contracts and larceny. I further conclude that Respondents conduct was unscrupulous. Respondents conduct preyed upon consumers in very difficult and desperate circumstances. They took substantial sums of money from consumers to alleviate those circumstances and failed to lift a finger to do so. This is not a case of business failure where default on obligations may have been inevitable through mere bad business acumen. Here, there is no evidence in the record that Respondents even attempted to fulfill their promises. Moreover, Respondents continued to inveigle additional consumers for a substantial period of time when Respondents knew that they were not providing any essential services to existing customers.

III. ORDERS

IT IS HEREBY ORDERED, pursuant to Sections 42-110d of the Connecticut General Statutes, that Respondents, jointly and severally, immediately pay restitution in the following amounts to the following consumers:

- To Joseph Diaz, #50991 Cheshire CI South Blocks, 900 Highland Avenue, Cheshire, CT 06410, \$500;
- To Charlene Griffin Warren, 107 East Market Street, Apt 7F, Hyde Park, NY 12538, \$750;
- To Regina Singleton-Tarrant, 13360 Hartwell St, Detroit, MI 48227, \$2,500;
- To Russell Schooley, #HY6184, SCI Greene, 175 Progress Dr., Waynesburg, PA 15370, \$2,500;
- To Anthony Carroll, #324946, Pugsley Correctional Facility, 7401 East Malton Rd., Kingsley, MI 49649 \$1,500;
- To Johnny Miller, #BF4255, SCI Mahanoy 301 Morea Road, Frackville, PA 17932, \$750;
- To Glenda Curtis, 4411 Church Ave, Apt. 5D, Brooklyn, NY 11203, \$2,500;
- To Cleveland Brown, 1097 Brownswood Rd, Johns Island, SC 29455, \$2,500;
- To Lance Turner, #304011C, Northern State Prison, PO Box 2300, Newark, NJ 07114, \$1,800;
- To Carlos Felix Cruz, 7504 Clemson Manassas, VA \$1,800; o Michael Bloomfield, Barehill Correctional Facility, Caller Box 20, 181 Brand Road, Malone, NY 12953 \$2,500;
- To Chloee Shabazz, 769 St. Marks Ave., Apt 41J, Brooklyn, NY 11213, \$1,666;
- To Maria Vargas, 20-22 Bulkeley Ave., Apt. 1S, Hartford, CT 06106, \$750.
- To Myrna Capasso-Rubio, 31 Wilbur St., Hartford, CT 06106, \$1,000;
- To Enrique Colon, #351846, MacDougall Correctional Institution, 1153 East Street South; Suffield, CT 06080; \$1,500
- To Evelyn Page Lee, 680 East 92nd Street, Brooklyn, New York 11236; \$1,500;
- To Lorraine Beavers, 32 New King St., Enfield, CT 06082, \$1,500;
- To Gary Sadler, #236395, MacDougall Correctional Institution, 1153 East Street South, Suffield, CT 06080; \$1,500;
- To Maurice Schenck, #60602-066, FCI Butner Medium II, Federal Correctional Institution, PO Box 1500, Butner, NC 27509; \$750;
- To Deborah Donahue, 4500 Dewey Ave #1, Rochester, NY 14612, \$850;
- To Jacqueline Lindsey, 120 Hemmingway St. #2, New Haven, CT 06513, \$1,500;
- To Sammy Colon, 8 Beechwood Rd., Oakdale, CT 06370, \$1,500;
- To Ananda Raphael-Adderly, 151 Lenox Road, Brooklyn, NY 11226, \$550;

To Walter Born, 2 Beaver Place, Aberdeen, NJ 07747; \$1,250;
To Donna Whitlock, 3028 Indigo Trail, Round Rock, TX 78664; \$1,500;
To Margaret Guerrero, 503 Canal Street, Plantsville, CT06479, \$500;

IT IS FURTHER ORDERED, pursuant to Sections 42-110d of the Connecticut General Statutes, that Respondents and their officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them, who receive actual notice of this Order through personal service or otherwise, whether acting directly or through any trust, corporation, limited liability company, subsidiary or other device or artifice, or any of them, shall permanently cease and desist from engaging in, or assisting others in engaging in, any activity in trade or commerce within the meaning of Section 42-110a(4) of the Connecticut General Statutes that advertises, offers to provide, or provides any parole, clemency, commutation, sentence rehearing or other advocacy, advice or consultation services to, on behalf of, for the benefit of, or related to, any person incarcerated in a correctional institution.

Dated at Hartford, Connecticut this 7th day of February 2013.



William M. Rubenstein
Commissioner