

WHEREAS the Division and Respondents (collectively, the “Parties”) have reached an amicable agreement resolving the issues in controversy and concluding this matter without the need for further action, and the Respondents having voluntarily cooperated with the Division’s Investigation and consented to the entry of the within order (“Consent Order”) without having admitted any violation of law or finding of fact, and for good cause shown:

IT IS on this 13th day of May, 2009 **ORDERED** and **AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date that it is filed with the Division (“Effective Date”).

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words appear in this Consent Order:

2.1 “Animal” shall be defined in accordance with N.J.S.A. 56:8-93.

2.2 “Animal History & Health Certificate” shall mean the certificate provided to the Consumer by the Pet Dealer prior to the Sale of an Animal as required by N.J.S.A. 56:8-95(b) and N.J.A.C. 13:45A-12.2(a)(1)(i-ix).

2.3 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.4 “Consumer” shall be defined in accordance with N.J.S.A. 56:8-93 and N.J.A.C. 13:45A-12.1.

2.5 “Consumer Election of Options Form” means that writing issued in accordance with N.J.S.A. 56:8-95(i) and (k) and in the form set forth in N.J.A.C. 13:45A-12.3(a)(8).

2.6 “Director” shall be defined in accordance with N.J.S.A. 56:8-93.

2.7 “Division” shall mean the New Jersey Division of Consumer Affairs.

2.8 “Notification of Consumer Rights Form” shall refer to the notification form referenced in N.J.S.A. 56:8-95(f) and N.J.A.C. 13:45A-12.3(a)(10).

2.9 “Person(s)” shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.10 “Pet Dealer” shall be defined in accordance with N.J.S.A. 56:8-93 and N.J.A.C. 13:45A-12.1.

2.11 “Pet Shop” shall be defined in accordance with N.J.S.A. 56:8-93 and N.J.A.C. 13:45A-12.1.

2.12 “Represent” means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word “Represent” including, without limitation, “Representation,” “Misrepresentation” and “Misrepresent.”

2.13 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e).

2.14 “State” shall refer to the State of New Jersey.

2.15 “Unfit for Purchase” shall be defined in accordance with N.J.S.A. 56:8-93 and N.J.A.C. 13:45A-12.1.

2.16 “Veterinarian” means a veterinarian licensed to practice in the State.

2.17 “Veterinarian Unfit for Purchase Certification” shall refer to the certification prepared by a Veterinarian pursuant to N.J.S.A. 56:8-95(j) and N.J.A.C. 13:45A-12.3(a)(7).

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 Respondents shall not engage in any unfair and/or deceptive acts or practices in the conduct of their business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereinafter be amended, which are applicable to the conduct of their business including, but not limited to, the CFA, the PPPA and the Pet Regulations.

3.2 Prior to the delivery of an Animal, Respondents shall give to the Consumer a Notification of Consumer Rights Form. The language in the Notification of Consumer Rights Form shall not deviate from the language set forth in N.J.S.A. 56:8-95(f) and N.J.A.C. 13:45A-12.3(a)(10).

3.3 Respondents shall not prescribe and/or dispense medication to any Animal in the State as treatment for any disease, pain, deformity, defect, injury, wound or physical condition, in accordance with N.J.S.A. 56:8-95(e) and N.J.A.C. 13:45A-12.3(a)(4).

3.4 Respondents shall not Represent any information to a Consumer or require a Consumer to sign any document that has language that is inconsistent with the Consumer’s rights or Respondent’s obligations under the PPPA and Pet Regulations, or this Consent Order.

3.5 Within five (5) days prior to the offering for Sale of any Animal, Respondents shall have the Animal examined by a Veterinarian pursuant to N.J.S.A. 56:8-95 and N.J.A.C. 13:45A-12.3(a)(1). Furthermore, pursuant to N.J.S.A. 56:8-95(b) and (g) and N.J.A.C. 13:45A-12.3(a)(5), if fourteen (14) days have passed since the last Veterinarian examination of the Animal, Respondents shall have the Animal reexamined by a Veterinarian licensed to practice in the State, unless the Consumer executes a valid “Waiver of Re-Examination” Form.

3.6 Prior to the Sale of an Animal to a Consumer, Respondents shall provide to the Consumer an Animal History and Health Certificate signed by the Pet Dealer, which shall contain the information set forth in N.J.S.A. 56:8-95(b) and N.J.A.C. 13:45A-12.2(a)(1)(i-ix).

3.7 Respondents shall not include in the Animal History and Health Certificate any false or misleading statement, in accordance with N.J.A.C. 13:45A-12.2(a)(3).

3.8 When a Consumer presents to Respondents a Veterinarian Unfit for Purchase Certification, Respondents must confirm the Consumer's election of an option in writing in a Consumer Election of Options Form, in accordance with N.J.S.A. 56:8-95(i) and (k) and N.J.A.C. 13:45A-12.3(a)(8).

3.9 Respondents shall comply with the Consumer's selection of recourse no later than ten (10) days after receipt of the Veterinarian Unfit for Purchase Certification and executed Consumer Election of Options Form or contest the selection of recourse within five (5) days after receipt of the Veterinarian Unfit for Purchase Certification in accordance with N.J.S.A. 56:8-95(l) and N.J.A.C. 13:45A-12.3(a)(9).

3.10 Respondents shall not provide any warranty contract if its terms are inconsistent with the CFA, PPPA and/or the Pet Regulations as now promulgated or as may be promulgated in the future.

3.11 Respondents shall not, for any reason, instruct any Consumer to not take an Animal to a Veterinarian for a specified amount of time.

4. RESTITUTION

4.1 On or before the Effective Date, Respondents shall provide to the Division restitution for Consumers Melissa A. Baldwin (“Consumer Baldwin”) and Terri Coan (“Consumer Coan”), which the Division will forward to Consumer Baldwin and Consumer Coan. The payment to Consumer Baldwin shall be in the amount of One Hundred Sixty-One and 61/100 Dollars (\$161.61), payable to “Melissa Baldwin.” The payment to Consumer Coan shall be in the amount of Five Hundred Sixty-Eight and 09/100 Dollars (\$568.09), payable to “Terri Coan.” The payments to Consumers Baldwin and Coan are reimbursement for veterinary fees, as required by N.J.S.A. 56:8-95(i) and N.J.A.C. 13:45A-12.3(a)(6). Respondents shall make such restitution payments by means of a certified check, attorney trust account check, or other guaranteed funds.

5. SETTLEMENT PAYMENT

5.1 The Parties have agreed to a settlement of the Investigation in the amount of Seven Thousand Six Hundred Forty and 55/100 Dollars (\$7,640.55) (“Settlement Amount”).

5.2 The Settlement Amount consists of a civil penalty, pursuant to N.J.S.A. 56:8-13, and reimbursement of the Division’s attorneys’ fees and investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

5.3 Respondents shall pay Two Thousand and 00/100 Dollars (\$2,000.00) of the Settlement Amount in ten (10) equal installments. Respondents shall make the ten (10) equal installment payments of Two Hundred and 00/100 Dollars (\$200.00), due on the first day of each month, commencing on May 1, 2009, with the final installment due on February 1, 2010.

5.4 The payments referenced in Section 5.3 shall be made by certified check, attorney trust account check, or other guaranteed funds made payable to the “New Jersey Division of Consumer Affairs” and shall be forwarded to:

Attention: Supervisor, Case Management Tracking
New Jersey Department of Law and Public Safety
Division of Consumer Affairs
124 Halsey Street - 7th Floor
P.O. Box 45025
Newark, New Jersey 07101

5.5 Upon making payments referenced in Section 5.3, Respondents shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the State pursuant to the terms herein.

5.6 Five Thousand Six Hundred Forty and 55/100 Dollars (\$5,640.55) of the Settlement Amount shall be suspended and automatically vacated, provided:

- a. Respondents comply with the restraints and conditions set forth in this Consent Order;
- b. Respondents do not engage in any acts or practices in violation of the CFA, the PPPA and/or the Pet Regulations; and/or
- c. Respondents make the payments referenced in Section 5.3, either on or before the dates provided therein.

6. GENERAL PROVISIONS

6.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

6.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

6.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

6.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

6.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

6.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

6.7 This Consent Order shall be binding upon Respondents as well as their principals, officers, directors, agents, employees, successors and assigns, and any entity or device through which they may now or hereafter act, as well as any persons who have authority to control or who, in fact, control and direct their business.

6.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

6.9 This Consent Order is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall constitute

or be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of its acts or practices described in or prohibited by this Consent Order are unfair, or deceptive or violate the CFA, PPPA and/or Pet Regulations. This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

6.10 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Order.

7. REPRESENTATIONS AND WARRANTIES

7.1 The Parties Represent and warrant that their signatories to this Consent Order have authority to act for and bind the respective Parties.

7.2 Respondents Represent and warrant that they have fully read and understand this Consent Order, that they understands the legal consequences involved in signing the Consent Order and that there are no other Representations or agreements not stated in writing herein.

8. RELEASE

8.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents paying the Settlement Amount in the manner specified in Section 5, the Division hereby agrees to release

Respondents from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Division could have brought against Respondents for violations of the CFA, the PPPA, and the Pet Regulations prior to the Effective Date for matters arising out of the Investigation as well as the matters addressed in this Consent Order (the “Released Claims”).

8.2 Notwithstanding any term of this Consent Order, the following do not comprise Released claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondents by any other agency or subdivision of the State.

9. FORBEARANCE ON EXECUTION AND DEFAULT

9.1 In the event that Respondents fail to make any of the payments referenced in Section 5.3 within fifteen (15) days of its due date, all unpaid amounts due and payable under this Consent Order, including the entire suspended amount of Five Thousand Six Hundred Forty and 55/100 Dollars (\$5,640.55), shall immediately be accelerated and due and payable without the need for notice and presentment, with interest calculated in accordance with R. 4:42-11 from the date of default, and with the Division’s cost of collection. In addition to the relief provided for in this Section, this default shall also entitle the Division to make an application to the Court for an order directing compliance and any other relief in aid of litigant’s rights including an award of attorneys’ fees.

9.2 In the event Respondents fail to observe or perform any of its other obligations under this Consent Order and upon fifteen (15) days’ written notice from the Division, the Division may exercise any rights or remedies available under law.

9.3 Respondents agree to pay all reasonable attorneys’ fees and costs, including, but not limited to, Court costs.

10. PENALTIES FOR FAILURE TO COMPLY

10.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Order or to seek sanctions for violations hereof or both.

10.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order as well as the CFA, the PPPA and/or Pet Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

11. COMPLIANCE WITH ALL LAWS

11.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- (a) Relieving Respondents of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

12. NOTICES UNDER THIS CONSENT ORDER

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking

services and identification of the Person signing for the documents. Such notices and/or documents shall be sent to the following addresses:

For the Division:

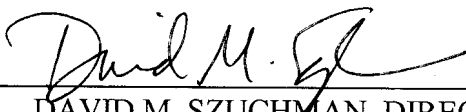
Nicholas Kant, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Respondent:

Louis J. Presentza, Jr., Esq.
Law Offices of Hoffman DiMuzio
4270 Route 42
Turnersville, New Jersey 08012

IT IS ON THE 13th DAY OF MAY, 2009 SO ORDERED.

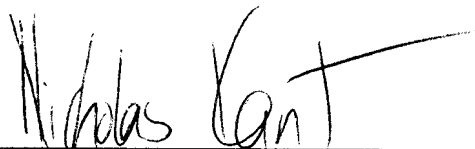
ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: 
DAVID M. SZUCHMAN, DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES UNDER THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

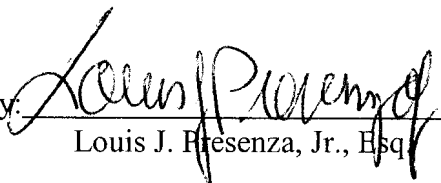
ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: 
Nicholas Kant
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-4584

Dated: May 6, 2009

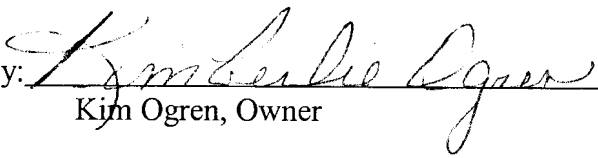
FOR THE RESPONDENT:

LAW OFFICES OF HOFFMAN DIMUZIO

By: 
Louis J. Pisenza, Jr., Esq.
Law Offices of Hoffman DiMuzio
4270 Route 42
Turnersville, New Jersey 08012

Dated: 4/26/09, 2009

K-9 KARE KORNER, INC.

By: 
Kim Ogren, Owner

Dated: 4-26, 2009

K-9 Kare Korner, Inc.
409 North White Horse Pike
Magnolia, New Jersey 08049

KIM OGREN

By: 
Kim Ogren

Dated: 4-26, 2009

409 North White Horse Pike
Magnolia, New Jersey 08049