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SUPERIOR COURT BERGEN COUNTY  
**FILED**

JUL - 5 2016

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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION,  
BERGEN COUNTY  
DOCKET NO. C-184-16

CHRISTOPHER S. PORRINO , Acting Attorney  
General of the State of New Jersey, and STEVE  
C. LEE, Director of the New Jersey Division of  
Consumer Affairs,

Plaintiffs,

v.

JUST PUPS LLC; and VINCENT LOSACCO,  
Individually; and JANE and JOHN DOES 1-10,  
individually and as owners, officers, directors,  
shareholders, founders, managers, agents,  
employees, representatives and/or independent  
contractors of JUST PUPS LLC; and XYZ  
CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

Plaintiffs Christopher S. Porrino, Acting Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C. Lee, Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of Complaint

state:

### PRELIMINARY STATEMENT

1. People purchase pets for many reasons ranging from companionship to assistance with disabilities. Disclosures of an animal's disease, illness, or other defect protect unsuspecting consumers from purchasing and becoming attached to animals that may otherwise cause significant emotional distress and expenditure for medical treatment.

2. At all relevant times, Just Pups LLC ("Just Pups") and Vincent LoSacco ("LoSacco") (collectively, "Defendants") have been engaged in the sale and/or offer for sale of animals to consumers in New Jersey. In so doing, Just Pups and LoSacco have violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Regulations Governing the Sale of Animals, N.J.A.C. 13:45A-12.1 et seq. ("Pet Regulations"), the Pet Purchase Protection Act, N.J.S.A. 56:8-92 et seq. ("Pet Protection Act"), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), by, among other things: (1) refusing to refund consumers' money after selling them sick or defective animals; (2) refusing to reimburse consumers for the cost of veterinary fees associated with the treatment of the sick or defective animals sold by Defendants; (3) failing to issue consumers an "Unfitness of Animal - Election of Option" form for animals deemed unfit for purchase; (4) failing to notify the Division within five (5) days of receipt of the "Unfitness of Animal - Election of Option" certificate that the status is contested; and (6) failing to post required cage signage information. The Attorney General and Director submit this Complaint to halt Defendants' practices and to prevent additional consumers from being harmed.

### PARTIES AND JURISDICTION

3. The Attorney General is charged with the responsibility of enforcing the CFA, the Pet Regulations, the Pet Protection Act and the Advertising Regulations. The Director is charged with the responsibility of administering the CFA, the Pet Regulations, the Pet Protection Act and the Advertising Regulations on behalf of the Attorney General.

4. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive relief and other relief for violations of the CFA, the Pet Regulations, the Pet Protection Act and the Advertising Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 8-11, 8-13 and 8-19. Venue is proper in Bergen County, pursuant to R. 4:3-2(b), because it is a county in which Defendants conduct business.

5. Upon information and belief, at all relevant times LoSacco has been the sole owner, operator, and/or manager, of Just Pups. Upon information and belief, LoSacco's current home address is 112 Ackerman Avenue, Emerson, New Jersey 07630.

6. Just Pups is a New Jersey limited liability company, formed on July 15, 2009. Just Pups' current principal business and mailing address is 112 Ackerman Avenue, Emerson, New Jersey 07630.

7. Just Pups' registered agent in the State is LoSacco, with a mailing address of 112 Ackerman Avenue, Emerson, New Jersey 07630.

8. Since at least 2009, Just Pups has operated the following four (4) retail stores: 510 Route 18, East Brunswick, New Jersey, 08816, 325 Route 10 East, East Hanover, New Jersey 07936, 177 Kinderkamack Road, Emerson, New Jersey 07630, and 155 Route 17, Paramus, New Jersey 07652.

9. Upon information and belief the Just Pups locations in East Brunswick and Paramus are no longer operating.

10. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, and/or representatives of Defendants who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

11. Upon information and belief, XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

**GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

12. Upon information and belief, since at least 2009, Defendants have engaged in the advertisement, offer for sale and/or sale of merchandise, namely dogs, to consumers in this State.

13. Upon information and belief, since at least October 2011, Defendants have sold at least 55 sick or defective dogsto consumers in the State of New Jersey.

**A. Defendants' Website :**

14. At all relevant times, Defendants advertised and offered dogs for sale via the Just Pups website, [www.justpupsncwjersey.com](http://www.justpupsncwjersey.com) ("Just Pups Website").

15. The Just Pups Website includes a disclaimer, as follows:

DISCLAIMER: Just Pups LLC is a registered New Jersey business with 2 puppy stores located in Emerson and East Hanover New Jersey. We are

NOT part of any pet store chain NOR are we related to any other business in the United States that may also be using the name Just Pups.

16. The Just Pups Website includes “The Truth About Just Pups” section, which reads, in relevant part:

Q) Was your NY store business license denied?  
A) No.

Q) Besides saying over and over that this one person is against you, can you prove that all of your puppies are healthy at sale?  
A) Yes, we can prove that they are all free of any adverse health symptoms at the point of sale.

Q) The store has had complaints and violations before this February as well, were they brought on you by [the] same person you believe to have a mission against you?  
A) Yes, definitely.

**B. Defendant’s Business Practices, Generally:**

17. Upon information and belief, Defendants have misrepresented as healthy and sold dogs with Kennel Cough, Parvo, Bronchitis and Giardia, .

18. Upon information and belief, Defendants have offered to pay for veterinary care for any illness manifested during the fourteen (14) days after receipt of the puppy, only when consumers take their dog to one of the veterinarians identified by Defendants.

19. Upon information and belief, Defendants have refused to pay veterinary bills for those consumers who elected to take their sick dog to their own veterinarian, instead of one designated by Defendants.

20. Upon information and belief, Defendants misrepresented on the Just Pups Website that all dogs were up to date with their vaccinations, when such was not the case.

21. Upon information and belief, Defendants have sold animals within the State of New Jersey and failed to issue the consumer a complete animal health and history certificate.

22. Upon information and belief, Defendants have sold animals within the State of New Jersey and failed to issue the consumer a mandatory "Warning" stating that the animal has or has not been previously vaccinated or inoculated.

23. Upon information and belief, Defendants have attempted to dispense medication to an animal at the time of purchase.

24. Upon information and belief, Defendants have failed to issue the consumer a mandatory "Unfitness of Animal – Election of Option" form, when presented with a veterinary certification of unfitness by the consumer.

25. Upon information and belief, Defendants have failed to comply with the consumer's election of option within ten (10) days of receipt of the veterinary certification of unfitness.

26. Upon information and belief, Defendants have failed to notify the Division that they are contesting the consumer's election of option within five (5) days of receipt of the veterinary certification of unfitness.

27. Upon information and belief, Defendants have failed to refund the purchase price plus sales tax of an animal that died due to congenital or hereditary cause, within six (6) months of delivery to the consumer.

28. Upon information and belief, Defendants have failed to have animals, which were examined more than fourteen (14) days prior to purchase, re-examined by a licensed New Jersey

veterinarian within 72 hours of delivery to the consumer or have the consumer waive this right to re-examination in writing.

29. Upon information and belief, Defendants have refused to refund consumer payments after selling sick or defective animals and being presented with unfit for purchase certifications.

30. Upon information and belief, Defendants have refused to reimburse consumers for fees paid for veterinary services associated with the treatment of sick or defective animals sold by Defendants which were certified as unfit for purchase.

31. Upon information and belief, Defendants have failed to reimburse veterinary fees to a consumer who elected to return a sick puppy to Defendants.

32. Upon information and belief, Defendants have failed to respond to telephone calls, voicemails and faxes from consumers who have contacted Defendants about their sick or defective animals.

33. On at least one occasion, Defendants have failed to post signage with the information required by the Pet Protection Act on an animal cage.

#### COUNT I

#### VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)

34. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 33 above as if more fully set forth herein.

35. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing [ ] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . .

36. The CFA defines “merchandise” as including “any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale.” N.J.S.A. 56:8-1(c):

37. At all relevant times, Defendants have been engaged in the advertisement and sale of merchandise within the meaning of N.J.S.A. 56: 8-1(c), specifically dogs.

38. In the operation of their business, Defendants have engaged in the use of unconscionable commercial practices, deception, false promises and/or misrepresentations.

39. Defendant has engaged in unconscionable commercial practices and deception, including, but not limited to, the following:

- a. Selling sick or defective dogs to consumers;
- b. Refusing to refund consumers’ money after selling them sick or defective animals;
- c. Refusing to reimburse consumers for money paid for veterinary fees associated with the treatment of the sick or defective animals sold by Defendants;
- d. Failing to comply with the consumer’s election of an option within ten (10) days of receipt of the veterinary certification of unfitness;
- e. Failing to notify the Division that they are contesting the consumer’s election of an option within five (5) days of receipt of the veterinary certification of unfitness;
- f. Failing to refund the purchase price plus sales tax of an animal who died due to a congenital or hereditary cause within six (6) months of delivery;

- g. Failing to respond to telephone calls, voicemails and faxes from consumers who have contacted Defendants about their sick or defective animals;
  - h. Selling an animal within the State of New Jersey without a completed animal history and health certificate; and
  - i. Selling an animal within the State of New Jersey without an animal history and health certificate containing a 10-point bold-face type "WARNING".
40. Each unconscionable commercial practice or act of deception by Defendants

constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

## COUNT II

### **VIOLATION OF THE CFA BY DEFENDANTS (MISREPRESENTATIONS)**

41. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 40 above as if more fully set forth herein.

42. Defendants' conduct in violation of the CFA includes, but is not limited to, the following misrepresentations:

- a. Misrepresenting that dogs are healthy when such is not the case;
- b. Misrepresenting on the Just Pups Website that all dogs are up to date with their vaccinations, when such is not the case;
- c. Misrepresenting on the Just Pups Website that Just Pups is not related to any other business with the name of Just Pups, when such is not the case;
- d. Misrepresenting on the Just Pups Website that Just Pups' New York store business license had not been denied, when such is not the case;
- e. Misrepresenting on the Just Pups Website that Just Pups can prove that all of its puppies are free from adverse health symptoms at the time of sale, when such is not the case; and

f. Misrepresenting on the Just Pups Website that previous complaints against Just Pups were made by one (1) person, when such is not the case.

43. Each misrepresentation by Defendants constitutes a separate violation of the CFA, N.J.S.A. 56:8-2

### COUNT III

#### VIOLATIONS OF THE PET REGULATIONS BY DEFENDANT

44. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 43 above as if more fully set forth herein.

45. The Pet Regulations govern the sale of animals by pet dealers in New Jersey.

46. Defendants are “pet dealers” for purposes of the Pet Regulations, as defined by N.J.A.C. 13:45A-12.1, since they are engaged in the ordinary course of business in the sale of animals for profit to the public.

47. The Pet Regulations, establish the requisite health verification requirements and the disclosures to consumers.

48. Specifically, N.J.A.C. 13:45A-12.2 provides, in relevant part:

(a) Without limiting the prosecution of any other practices which may be unlawful under N.J.S.A. 56:8-1 et seq., the following acts, practices or omissions shall be deceptive practices in the conduct of the business of a pet dealer:

1. To sell an animal within the State of New Jersey without an animal history and health certificate and without providing the consumer with a completed animal history and health certificate. The animal history and health certificate shall be signed by the pet dealer, his agent or employee, and shall contain the following information:

(i) The animal's breed, sex, age, color, and birth date;

- (ii) The name and address of the person from whom the pet dealer purchased the animal;
- (iii) The breeder's name and address, and the litter number of the animal;
- (iv) The name and registration number of the animal's sire and dam;
- (v) The date the pet dealer took possession of the animal;
- (vi) The date the animal was shipped to the pet dealer, where such date is known by the dealer;
- (vii) The date or dates on which the animal was examined by a veterinarian licensed to practice in the State of New Jersey, the name and address of such veterinarian, the findings made and the treatment, if any, taken or given to the animal;
- (viii) A statement of all vaccinations and inoculations administered to the animal, including the identity and quantity of the vaccine or inoculum administered, the name and address of the person or licensed veterinarian administering the same, and the date of administering the vaccinations and inoculations; and

(ix) A 10-point bold-face type warning in the following form:

**WARNING**

The animal which you have purchased (check one)  has  has not been previously vaccinated or inoculated. Vaccination or inoculation neither guarantees good health nor assures absolute immunity against disease. Examination by a veterinarian is essential at the earliest possible date to enable your veterinarian to insure the good health of your pet.

49. The Pet Regulations also establish the following practices related to the health of animals and their fitness for sale and purchase, specifically, in relevant part, N.J.A.C. 13:45A-12.3 provides that:

- (a) Without limiting the prosecution of any other practices which may be unlawful under N.J.S.A. 56:8-1 et seq., it shall be a deceptive practice for a pet dealer to sell animals within the State of New Jersey without complying with the following minimum standards relating to the health of animals and

fitness for sale and purchase:

4. A pet dealer shall be permitted to inoculate and vaccinate animals prior to purchase only on the order of a veterinarian licensed to practice in the State of New Jersey. A pet dealer, however, shall be prohibited from representing, directly or indirectly, that he is qualified to engage in or is engaging in, directly or indirectly, the following activities: diagnosing, prognosing, treating, administering, prescribing, operating on, manipulating or applying any apparatus or appliance for disease, pain, deformity, defect, injury, wound or physical condition of animals after purchase for the prevention of, or to test for, the presence of any disease in such animals. These prohibitions include but are not limited to the giving of inoculations or vaccinations after purchase, the diagnosing, prescribing and dispensing of medication to animals and the prescribing of any diet or dietary supplement as treatment for any disease, pain, deformity, defect, injury, wound or physical condition.

5. A pet dealer shall have any animal which has been examined more than 14 days prior to purchase reexamined by a licensed New Jersey veterinarian for the purpose of disclosing its condition at the time of purchase. Such examination shall take place within 72 hours of delivery of the animal to the consumer unless the consumer waives this right to reexamination in writing. The written waiver shall be in the following form and a copy shall be given to the consumer prior to the signing of any contract or agreement to purchase the animal:

#### KNOW YOUR RIGHTS

To ensure that healthy animals are sold in this State, New Jersey law requires that a dog or cat be examined by a licensed New Jersey veterinarian prior to its sale by a pet dealer and within 72 hours of the delivery of the dog or cat to a consumer who has purchased the animal where the initial examination took place more than 14 days prior to the date of purchase. A pet dealer need not have the animal reexamined if you, the consumer, decide that you do not want such a reexamination performed.

If you do not want a reexamination performed, please indicate your decision below.

#### WAIVER OF REEXAMINATION RIGHT

I understand that I have the right to have my animal reexamined within 72 hours of its delivery to me. I do not want to have such a reexamination performed.

\_\_\_\_\_  
Consumer's Name  
(Print)

\_\_\_\_\_  
Consumer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pet Dealer's or Agent's Name  
(Indicate  
Title or Position) (Print)

\_\_\_\_\_  
Pet Dealer's or  
Agent's Signature

\_\_\_\_\_  
Date

6. If at any time within 14 days following the sale and delivery of an animal to a consumer, a licensed veterinarian certifies such animal to be unfit for purchase due to a non-congenital cause or condition or within six months certifies an animal to be unfit for purchase due to a congenital or hereditary cause or condition, a consumer shall have the right to elect one of the following options:

(i) The right to return the animal and receive a refund of the purchase price, including sales tax, plus reimbursement of the veterinary fees incurred prior to the consumer's receipt of the veterinary certification. The pet dealer's liability for veterinary fees under this option shall not exceed two times the purchase price, including sales tax, of the animal;

(ii) The right to retain the animal and to receive reimbursement for veterinary fees incurred prior to the consumer's receipt of the veterinary certification, plus the future cost of veterinary fees to be incurred in curing or attempting to cure the animal. The pet dealer's liability under this option shall not exceed two times the purchase price, including sales tax of the animal;

(iii) The right to return the animal and to receive in exchange an animal of the consumer's choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to the consumer's receipt of the veterinary certification. The pet dealer's liability for veterinary fees under this option shall not exceed two times the purchase price, including sales tax, of the animal;

(iv) In the event of the animal's death within 14 days of its delivery to the consumer due to a non-congenital cause or condition, or within six months

after delivery to the consumer due to a congenital or hereditary cause or condition, except where death occurs by accident or injury sustained during either period, the right to receive a full refund of the purchase price plus sales tax for the animal, or in exchange an animal of the consumer's choice of equivalent value, plus reimbursement of veterinary fees incurred prior to the death of the animal. The pet dealer's liability for veterinary fees under this option shall not exceed two times the purchase price, including sales tax of the animal.

7. The pet dealer shall accept receipt of a veterinary certification of unfitness and an itemized bill of all veterinary fees incurred prior to the consumer's receipt of the veterinary certification of unfitness that have been delivered by the consumer within 14 days following the consumer's receipt of the veterinary certification of unfitness from the issuing veterinarian. The certification of unfitness shall contain the following information:

- i. The name of the owner;
- ii. The date or dates of examination;
- iii. The breed, color, sex and age of the animal;
- iv. A statement of the veterinarian's findings;
- v. A statement that the veterinarian certifies the animal to be "unfit for purchase";
- vi. An itemized statement of veterinary fees incurred as of the date of the certification;
- vii. Where the animal is curable, the estimated fee to cure the animal;
- viii. Where the animal has died, a statement setting forth the probable cause of death; and
- ix. The name and address of the certifying veterinarian and the date of the certification.

9. When a consumer presents a veterinary certification of unfitness to the pet dealer, the pet dealer shall confirm the consumer's election in writing. The election shall be in the following form and a copy shall be given to the consumer upon signing:

#### UNFITNESS OF ANIMAL - ELECTION OF OPTION

I understand that, upon delivery of my veterinarian's certification of unfitness, I have the right to elect one of the following options. I am aware

of those options and I understand each of them. I have chosen the following option:

1. Return of my animal and receipt of a refund of the purchase price, including sales tax for the animal, plus reimbursement of the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees shall not exceed two times the purchase price including sales tax of my animal.

2. Retention of my animal and reimbursement for the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness, plus the future cost to be incurred in curing or attempting to cure my animal. The total reimbursement for veterinarian's fees shall not exceed two times the purchase price including sales tax of my animal.

3. Return of my animal and receipt of an animal of my choice of equivalent value in exchange plus reimbursement of veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. The reimbursement for veterinarian's fees shall not exceed two times the purchase price including sales tax of my animal.

4. DEATH OF ANIMAL ONLY. (check one)  Receipt of a full refund of the purchase price, including sales tax for the animal, or in exchange an animal of my choice of equivalent value plus reimbursement of the veterinary fees incurred prior to the death of the animal. The reimbursement for veterinarian's fees shall not exceed two times the purchase price including the sales tax of the animal.

\_\_\_\_\_  
Consumer's Name  
(Print)

\_\_\_\_\_  
Consumer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pet Dealer's or Agent's Name  
(Indicate  
Title or Position) (Print)

\_\_\_\_\_  
Pet Dealer's or  
Agent's Signature

\_\_\_\_\_  
Date

10. A pet dealer shall comply with the consumer's election as required by (a)7i through iv above not later than 10 days following receipt of a veterinary certification. In the event that a pet dealer wishes to contest a consumer's election, he shall notify the consumer and the Director of the Division of Consumer Affairs in writing within five days following the

receipt of the veterinarian's certification, and he may require the consumer to produce the animal for examination by a veterinarian of the dealer's choice at a mutually convenient time and place. The Director shall, upon receipt of such notice, provide a hearing pursuant to the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the Uniform Administrative Procedure Rules, N.J.A.C. 1:1, to determine why the option elected by the consumer should not be allowed.

50. Defendants have violated the Pet Regulations by engaging in certain acts including,

but not limited to, the following:

- a. Selling an animal within the State of New Jersey without a completed animal history and health certificate, as required by N.J.A.C. 13:45A-12.2(a)(1)(i-ix);
- b. Selling an animal within the State of New Jersey without an animal history and health certificate containing a 10-point bold-face type "WARNING", as required by N.J.A.C. 13:45A-12.2(a)(1)(ix);
- c. Inoculating and/or vaccinating animals without the written authorization of a licensed veterinarian, as required by N.J.A.C. 13:45A-12.3(a)(4);
- d. Failing to provide consumers a "KNOW YOUR RIGHTS" statement detailing prior examinations and a "WAIVER OF REEXAMINATION RIGHT" statement, as required by N.J.A.C. 13:45A-12.3(a)(5);
- e. Refusing to refund consumers' money after selling them sick or defective animals, as required by N.J.A.C. 13:45A-12.3(a)(6);
- f. Refusing to reimburse consumers for veterinary fees paid for the treatment of the sick or defective animals sold by Defendants, as required by N.J.A.C. 13:45A-12.3(a)(6);
- g. Failing to accept the consumer's veterinary certification of unfitness, as required by N.J.A.C. 13:45A-12.3(a)(7);
- h. Failing to issue consumers an "Unfitness of Animal - Election Of Option" form for animals deemed unfit for purchase, as required by N.J.A.C. 13:45A-12.3(a)(9);

- i. Failing to comply with consumers' election of an option, after an animal had become sick or died, within ten (10) days of receipt of the election of option, as required by N.J.A.C. 13:45A-12.3(a)(10); and
  - j. Failing to notify the Division no later than five days of receipt of the "Unfitness of Animal - Election Of Option" form that the status is contested, as required by N.J.A.C. 13:45A-12.3(a)(10).
50. Each violation of the Pet Regulations alleged above also constitutes a per se violation of the CFA, N.J.S.A. 56:8-1 et seq.

#### COUNT IV

#### VIOLATION OF THE PET PURCHASE PROTECTION ACT

51. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 50 above as if more fully set forth herein.

52. Defendants operate a pet shop, as defined by N.J.S.A. 56:8-93, since they are a place of business which is not part of a kennel, wherein animals, including, dogs, are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship rather than for business or research purposes.

53. The Pet Protection Act provides that pet shops must post certain cage signage and other information as follows:

c. Every pet shop offering animals for sale shall post, in a conspicuous location on the cage or enclosure for each animal in the cage or enclosure, a sign declaring:

(1) The date and place of birth of each animal, and the actual age, or approximate age as established by a veterinarian, of the animal;

(2) The sex, color markings, and other identifying information of the animal, including any tag, tattoo, collar number, or microchip information;

(3) The name and address of the veterinarian attending to the animal while the animal is in the custody of the pet shop, and the date of the initial examination of the animal;

(4) The first and last name of the breeder of the animal, the full street address of where the breeder is doing business, an email address, if available, by which to contact the breeder, the breeder's USDA license number, and, if the breeder is required to be licensed in the state in which the breeder is located, the breeder's state license number;

(5) If the broker is different from the breeder, the first and last name of the broker of the animal, the full street address of where the broker is doing business, an email address, if available, by which to contact the broker, the USDA license number of the broker, and, if the broker is required to be licensed in the state in which the broker is located, the broker's state license number; and

...

The owner or operator of the pet shop shall regularly update the information required to be posted pursuant to this subsection and make changes as necessary to all signage required by this subsection so that the public has access to the correct information at all times.

[N.J.S.A. 56:8-95(c).]

54. With regard to the inoculation or vaccination of animals, the Pet Protection Act provides:

e. The owner or operator of a pet shop, or designated employee thereof, may inoculate and vaccinate animals prior to purchase only upon the order of a veterinarian. No owner or operator of a pet shop, or employee thereof, may represent, directly or indirectly, that the owner or operator of the pet shop, or any employee thereof, other than a veterinarian, is qualified to, directly or indirectly, diagnose, prognose, treat, or administer for, prescribe any treatment for, operate concerning, manipulate or apply any apparatus or appliance for addressing, any disease, pain, deformity, defect, injury, wound, or physical condition of any animal after purchase of the animal, for the prevention of, or to test for, the presence of any disease, pain, deformity, defect, injury, wound, or physical condition in an animal after its purchase. These prohibitions include, but are not limited to, the giving of inoculations or vaccinations after purchase, the diagnosing, prescribing, and dispensing of medication to animals, and the prescribing of any diet or dietary

supplement as treatment for any disease, pain, deformity, defect, injury, wound, or physical condition.

[N.J.S.A. 56:8-95(e).]

55. The Pet Protection Act also provides for examination of an animal before sale to the consumer as follows:

g. The owner or operator of a pet shop, or an employee thereof, shall have any animal that has been examined more than 14 days prior to the date of purchase, reexamined by a veterinarian for the purpose of disclosing its condition, within 72 hours of the delivery of the animal to the consumer, unless the consumer has waived the right to the reexamination in writing. The owner or operator of a pet shop, or an employee thereof, shall provide a copy of the written waiver to the consumer prior to the signing of any contract or agreement to purchase the animal and the written waiver shall be in the form established by the director by regulation.

[N.J.S.A. 56:8-95(g).]

56. The Pet Protection Act also provides the following with regard to for recourse to the consumer where the animal becomes sick or dies:

h. If at any time within 14 days after the sale and delivery of an animal to a consumer, the animal becomes sick or dies and a veterinarian certifies, within the 14 days after the date of purchase of the animal by the consumer, that the animal is unfit for purchase due to a non-congenital cause or condition, or that the animal died from causes other than an accident, the consumer is entitled to the recourse described in . . . [N.J.S.A. 56:8-95(i)] . . .

If the animal becomes sick or dies within 180 days after the date of purchase and a veterinarian certifies, within the 180 days after the date of purchase of the animal by the consumer, that the animal is unfit for sale due to a congenital or hereditary cause or condition, or a sickness brought on by a congenital or hereditary cause or condition, or died from such a cause or

condition or sickness, the consumer shall be entitled to the recourse provided in . . . [N.J.S.A. 56:8-95(i)] . . . .

It shall be the responsibility of the consumer to obtain such certification within the required amount of time provided by this subsection, unless the owner or operator of the pet shop, or the employee thereof selling the animal to the consumer, fails to provide the notice required pursuant to . . . [N.J.S.A. 56:8-95(f)] . . . . If the owner or operator of the pet shop, or the employee thereof, fails to provide the required notice, the consumer shall be entitled to the recourse provided for in . . . [N.J.S.A. 56:8-95(i)] . . . .

[N.J.S.A. 56:8-95(h).]

57. The Pet Protection Act also provides that:

k. Upon the presentation of the veterinarian certification required in . . . [N.J.S.A. 56:8-95(j)] . . . to the pet shop, the consumer shall select the recourse to be provided and the owner or operator of the pet shop, or the employee thereof, shall confirm the selection of recourse in writing. The confirmation of the selection shall be signed by the owner or operator of the pet shop, or an employee thereof, and the consumer and a copy of the signed confirmation shall be given to the consumer and retained by the owner or operator of the pet shop, or employee thereof, on the pet shop premises. The confirmation of the selection shall be in the form established by the director by regulation.

[N.J.S.A. 56:8-95(k).]

l. The owner or operator of the pet shop, or an employee thereof, shall comply with the selection of recourse by the consumer no later than 10 days after the receipt of the veterinarian certification and the signed confirmation of selection of recourse form. In the event the owner or operator of the pet shop, or an employee thereof, wishes to contest the selection of recourse of the consumer, the owner or operator of the pet shop, or an employee thereof, shall notify the consumer and the director in writing within the five days after the receipt of the veterinarian certification and the signed confirmation of selection of recourse form. After notification to the consumer and the director of the division, the owner or operator of the pet shop, or an employee thereof, may require the consumer to produce the animal for examination by a veterinarian chosen by the owner or operator of the pet shop, or employee thereof, at a mutually convenient time and place, except

if the animal has died and was required to be cremated for public health reasons. The director shall set, upon receipt of such notice of contest on the part of the owner or operator of the pet shop, or an employee thereof, a hearing date and hold a hearing, pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (C.52:14B-1 et seq.) and the Uniform Administrative Procedure Rules adopted pursuant thereto, to determine whether the recourse selected by the consumer should be allowed. The consumer and the owner or operator of the pet shop, or employee thereof, shall be entitled to any appeal of the decision resulting from the hearing as may be provided for under the law, or any rule or regulation adopted pursuant thereto, but upon the exhaustion of such remedies and recourse, the consumer and the owner or operator of the pet shop shall comply with the final decision rendered.

[N.J.S.A. 56:8-95(l).]

58. Defendants have engaged in activities in violation of the Pet Protection Act including, but not limited to, the following:

- a. Failing to post the required sign with all of the required information on an animal cage, as required by N.J.S.A. 56:8-95(c);
- b. Prescribing and attempting to dispense medication to an animal, in violation of N.J.S.A. 56:8-95(e);
- c. Failing to have an animal that has been examined more than 14 days prior to purchase reexamined by a veterinarian within 72 hours of delivery of the animal to the consumer, or provide a written waiver to the consumer, as required by N.J.S.A. 56:8-95(g);
- d. Failing to confirm the consumer's selection of recourse in writing after an animal has become sick or died, as required by N.J.S.A. 56:8-95(k);
- e. Failing to comply with the consumer's selection of recourse after an animal has become sick or died within ten days, as required by N.J.S.A. 56:8-95(l); and
- f. Failing to notify the Division that they are contesting the consumer's selection of recourse within five days following the receipt of selection of recourse, as required by N.J.S.A. 56:8-95(i).

COUNT V

VIOLATION OF THE ADVERTISING  
REGULATIONS BY DEFENDANTS

59. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 58 above as if more fully set forth herein.

60. The Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., address, among other issues, general advertising practices.

61. Specifically, the Advertising Regulations provide, in relevant part:

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

...

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)9.]

62. Defendants violated the Advertising Regulations by engaging in certain conduct including, but not limited to:

a. Representing on the Just Pups Website that Just Pups can prove that all of its puppies are free from adverse health symptoms at the time of sale, when such is not the case.

63. Defendants' conduct constitutes multiple violations of N.J.A.C. 13:45A-9.2(a)9., each of which constitutes a per se violation of the CFA.

**COUNT VI**

**VIOLATIONS OF THE CFA, THE PET REGULATIONS,  
AND/OR THE PET PROTECTION ACT  
BY LOSACCO**

64. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 63 above as if more fully set forth herein.

65. At all relevant times, LoSacco has been the sole owner, operator, manager, director, representative and/or agent of Just Pups, and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

66. The conduct of LoSacco makes him personally liable for the violations of the CFA, the Pet Regulations and the Pet Protection Act committed by Just Pups.

**PRAYER FOR RELIEF**

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that Defendants' acts constitute multiple violations of the CFA, N.J.S.A. 56:8-1 et seq., the Pet Regulations, N.J.A.C. 13:45A-12.1 et seq., the Pet Protection Act, N.J.S.A. 56:8-92 et seq., and the Advertising Regulations N.J.A.C. 13:45A-9.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly or indirectly under their control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Pet Regulations, N.J.A.C. 13:45A-12.1 et seq., the Pet Protection Act, N.J.S.A. 56:8-92 et seq., and the Advertising Regulations N.J.A.C. 13:45A-9.1 et seq.; including, but not limited to, the acts and practices alleged in this Complaint;
- (c) Permanently enjoining Defendants from the advertisement, offer for sale, sale of animals within the State, as authorized by N.J.S.A. 56:8-8;

- (d) Directing the assessment of restitution amounts against Defendants, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (e) Assessing the maximum statutory civil penalties against Defendants, jointly and severally, for each and every violation of the CFA, the Pet Regulations and the Pet Protection Act, in accordance with N.J.S.A. 56:8-13;
- (f) Directing the assessment of costs and fees, including attorneys' fees, against the Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56: 8-11 and N.J.S.A. 56:8-19; and
- (g) Granting such other relief as the interests of justice may require.

CHRISTOPHER S. PORRINO  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Alina Wells  
Alina Wells  
Deputy Attorney General

Dated: July 5, 2016  
Newark, New Jersey

**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the Regulations Governing the Sale of Animals, N.J.A.C. 13:45A-12.1, et seq., and the Pet Purchase Protection Act, N.J.S.A. 56:8-92 et seq. is not the subject of any other action pending in any other court of this State. I am aware of municipal court actions pending in East Brunswick (State v. Just Pups LLC) and Paramus (State v. Vincent LoSacco). I further certify that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

CHRISTOPHER S. PORRINO  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Alina Wells  
Alina Wells  
Deputy Attorney General

Dated: July 5, 2016  
Newark, New Jersey

**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

CHRISTOPHER S. PORRINO  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Alina Wells  
Alina Wells  
Deputy Attorney General

Dated: July 5, 2016  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Deputy Attorney General Alina Wells is hereby designated as trial counsel on behalf of Plaintiffs in this matter.

CHRISTOPHER S. PORRINO  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Alina Wells  
Alina Wells  
Deputy Attorney General

Dated: July 5, 2016  
Newark, New Jersey