

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Petitioner

By: Nicholas Kant
Deputy Attorney General
(973) 648-4584

FILED

NOV 10 2009

Division of Consumer Affairs

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
DOCKET NO.: 05-004

ANNE MILGRAM, Attorney General of the
State of New Jersey,

Petitioner,

v.

JEAN P. RANSDSELL d/b/a RAGDOLLS BY
RANSDSELL,

Respondent.

Administrative Action

CONSENT ORDER

The Parties to this action and Consent Order (the "Parties") are petitioner Anne Milgram, Attorney General of the State of New Jersey ("Petitioner")¹, and respondent Jean P. Ransdell d/b/a Ragdolls By Ransdell ("Respondent"). As evidenced by their signatures below, the Parties do voluntarily consent to entry of this Consent Order and its provisions without trial or adjudication of any issue of fact or law, and without an admission of liability or wrongdoing of any kind.

¹ This action was commenced on behalf of former Attorney General Peter C. Harvey. In accordance with R. 4:34-4, the caption has been revised to reflect the current Attorney General.

PRELIMINARY STATEMENT

Petitioner commenced this action on August 12, 2005, alleging that Respondent was engaged in the Internet advertisement and sale of a certain breed of cat, Ragdoll, from her home in Randolph, New Jersey, and failed to operate her business in a forthright manner. Specifically, Petitioner alleged that Respondent, among other things: (a) sold kittens that had congenital defects or were otherwise unhealthy; (b) failed to disclose the kitten's actual condition to consumers; and (c) refused to reimburse the owners for their veterinary costs, provide a refund of the cat's purchase price or replace a sick cat — all in violation of the law. Petitioner alleged violations of, and sought recovery under, the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA") and the Regulations Governing the Sale of Animals, N.J.A.C. 13:45A-12.1 et seq. ("Pet Regulations"). Respondent denies the allegations.

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 Pursuant to N.J.A.C. 13:45-2.1, the Parties admit jurisdiction of the New Jersey Division of Consumer Affairs ("Division") over the Parties for the purpose of entering into this Consent Order. The Division retains jurisdiction for the purpose of enabling the Parties to apply to this Division at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Order.

2. EFFECTIVE DATE

2.1 This Consent Order shall be effective on the date that it is filed with the Division ("Effective Date").

3. 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:

3.1 “Action” shall refer to the matter entitled Anne Milgram, Attorney General of the State of New Jersey v. Jean P. Ransdell d/b/a Ragdolls by Ransdell, New Jersey Division of Consumer Affairs, Docket No. 05-004, and all pleadings and proceedings related thereto, including the Complaint, filed August 12, 2005.

3.2 “Animal” shall be defined in accordance with N.J.A.C. 13:45A-12.1.

3.3 “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.A.C. 13:45A-12.2(a)(1)(i-ix).

3.4 “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.

3.5 “Consumer” shall be defined in accordance with N.J.A.C. 13:45A-12.1.

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

3.7 “Notification of Consumer Rights Form” shall refer to the notification form referenced in N.J.A.C. 13:45A-12.3(a)(10).

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

3.9 “Pet Dealer” shall be defined in accordance with N.J.A.C. 13:45A-12.1.

3.10 “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.”

3.11 “Restitution” shall refer to all methods undertaken by Respondent to resolve Consumer complaints including, but not limited to, the issuance of credits or refunds or the reversal of credit card or debit card charges.

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

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

3.14 “Unfit for Purchase” shall be defined in accordance with N.J.A.C. 13:45A-12.1.

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

3.16 “Veterinarian Unfit for Purchase Certification” shall refer to the certification prepared by a Veterinarian pursuant to N.J.A.C. 13:45A-12.3(a)(7).

4. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

4.1 Respondent shall cease and desist from engaging in any unfair and/or deceptive acts or practices in the conduct of her 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 her business including, but not limited to, the CFA and the Pet Regulations.

4.2 Respondent shall cease and desist from offering for Sale and/or selling any Animal in the State.

4.3 Respondent shall cease and desist from offering for Sale and/or selling any Animal to any Consumer who resides in the State.

4.4 Respondent shall cease and desist from selling Animals that are Unfit for Purchase.

4.5 Respondent shall cease and desist from selling Animals that are unfit for their intended and/or represented purpose (i.e. showing, breeding).

4.6 Respondent shall cease and desist from Representing, directly or indirectly, that an Animal is registered with a pedigree registry organization if such registration has not already been accomplished or Representing that an Animal is capable of being so registered, followed by a failure either to effect such registration or provide the Consumer with the necessary documents within 120 days following the date of Sale of the Animal, in accordance with N.J.A.C. 13:45A-12.2(a)7.

4.7 If Respondent fails to register an Animal with a pedigree registry organization or to provide the Consumer with the necessary documents within 120 days following the date of Sale of the Animal, Respondent shall comply with the Consumer's election of recourse, in accordance with N.J.A.C. 13:45A-12.2(a)7.

4.8 Respondent shall cease and desist from Representing any information to a Consumer or requiring a Consumer to sign any document that has language that is inconsistent with the Consumer's rights or Respondent's obligations under the Pet Regulations or this Consent Order.

4.9 Respondent shall cease and desist from failing to honor the terms of the Pet Purchase Agreement, among other things, by failing to provide Consumers with refunds or replacements for Animals that are Unfit for Purchase.

4.10 Prior to the delivery of an Animal, Respondent 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.A.C. 13:45A-12.3(a)(10).

4.11 Respondent shall cease and desist from failing to provide a Consumer with the option to return an Animal that is Unfit for Purchase for a refund or replacement or to keep the Animal and

receive reimbursement of veterinary expenses, in accordance with N.J.A.C. 13:45A-12.3(a)(6)(i)-(iv).

4.12 Respondent shall comply with the Consumer's selection of recourse under N.J.A.C. 13:45A-12.3(a)(6)(i-iv) 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.A.C. 13:45A-12.3(a)(9).

4.13 Respondent shall cease and desist from, for any reason, instructing any Consumer to discontinue veterinary treatment of any Animal.

4.14 Respondent shall cease and desist from offering to permit the return of an Animal that is Unfit for Purchase, but later failing to provide a Consumer with a refund or replacement Animal.

4.15 Respondent shall cease and desist from offering to replace a returned Animal only at an additional cost to the Consumer.

4.16 Respondent shall cease and desist from offering to reimburse veterinary expenses only after the return of the Unfit for Purchase Animal.

4.17 Respondent shall cease and desist from, for any reason, threatening to go to a Consumer's home to retrieve an Animal.

4.18 Respondent shall cease and desist from failing to provide a Consumer with a refund upon the non-delivery of an Animal.

4.19 Respondent shall respond to Consumer telephone calls and/or correspondence in a timely manner.

4.20 Respondent shall cease and desist from Misrepresenting that an Animal was bred by Respondent.

4.21 Respondent shall cease and desist from Misrepresenting that an Animal is healthy and/or free from congenital defects.

4.22 Prior to offering any Animal for Sale, Respondent shall have the Animal examined by a Veterinarian pursuant to N.J.A.C. 13:45A-12.3(a)(1). Furthermore, pursuant to N.J.A.C. 13:45A-12.3(a)(5), if fourteen (14) days have passed since the last Veterinarian examination of the Animal, Respondent shall have the Animal reexamined by a Veterinarian within seventy-two (72) hours of delivery of the Animal to the Consumer, unless the Consumer executes a valid "Waiver of Re-Examination" Form.

4.23 When a Consumer presents to Respondent a Veterinarian Unfit for Purchase Certification, Respondent must confirm the Consumer's election of an option in writing on a Consumer Election of Options Form, in accordance with N.J.A.C. 13:45A-12.3(a)(8).

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

5. SETTLEMENT AMOUNT

5.1 The Parties have agreed to a settlement of the Action in the amount of Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00) (the "Settlement Amount").

5.2 Of the Settlement Amount, Respondent shall pay Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00) on or before the Effective Date (the "Settlement Payment").

5.3 The Settlement Payment consists of Restitution of Three Thousand One Hundred Seventy-Three and 84/100 Dollars (\$3,173.84), pursuant to N.J.S.A. 56:8-8; and Three Thousand Three Hundred Twenty-Six and 16/100 Dollars (\$3,326.16), as 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.

5.4 The Settlement Payment 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 forwarded to the undersigned:

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

5.5 Upon making the Settlement Payment, Respondent shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of Petitioner pursuant to the terms herein.

5.6 For a period of Five (5) years from the Effective Date, the Ten Thousand and 00/100 Dollars (\$10,000.00) balance of the Settlement Amount shall be suspended and automatically vacated at the end of that period, provided:

- a. Respondent complies with the restraints and conditions set forth in this Consent Order; and
- b. Respondent does not engage in any acts or practices in violation of the CFA and/or the Pet Regulations.

6. DISMISSAL OF ACTION

6.1 The entry of this Consent Order constitutes a dismissal with prejudice of the Action.

7. GENERAL PROVISIONS

7.1 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.

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

7.3 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.

7.4 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 Petitioner and Respondent.

7.5 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.

7.6 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.

7.7 This Consent Order shall be binding upon Respondent as well as her agents, employees, successors and assigns, and any entity or device through which she may now or hereafter

act, as well as any persons who have authority to control or who, in fact, control and direct her business.

7.8 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.

7.9 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, nor any action taken hereunder, shall constitute or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Respondent; or (b) an admission by Respondent that any of her acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate any of the consumer protection laws of the State. 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 or affirm any or all of the terms of this Consent Order; or (b) an action or proceeding involving a Released Claim (as defined in Section 9) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

7.10 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.

8. REPRESENTATIONS AND WARRANTIES

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

8.2 Respondent Represents and warrant that she has fully read and understood this Consent Order, that she understands the legal consequences involved in signing the Consent Order and that there are no other Representations or agreements not stated in writing herein.

9. RELEASE

9.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent paying the Settlement Amount in the manner specified in Section 5, the Petitioner hereby agrees to release Respondent from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Petitioner could have brought prior to the Effective Date against Respondent for violations of the CFA and the Pet Regulations, as alleged in the Action, as well as matters specifically addressed in this Consent Order (the "Released Claims").

9.2 Notwithstanding any provision 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 Respondent by any other entity or subdivision of the State.

10. FORBEARANCE ON EXECUTION AND DEFAULT

10.1 In the event that Respondent fails to make the Settlement Payment or to observe or perform any of her other obligations under this Consent Order, all unpaid amounts due and payable under this Consent Order, including the entire suspended amount of Ten Thousand and 00/100 Dollars (\$10,000.00), 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 Petitioner's cost of collection. In addition to the relief provided for in this Section, this default shall also entitle the Petitioner to make an application to the Division for an

order directing compliance and any other relief in aid of litigant's rights including an award of attorneys' fees.

10.2 In the event Respondent fails to observe or perform any of her obligations under this Consent Order and upon fifteen (15) days' written notice from the Petitioner, the Petitioner may exercise any rights or remedies available under law.

10.3 Respondent agrees to pay all reasonable attorneys' fees and costs, including, but not limited to, Court costs.

11. PENALTIES FOR FAILURE TO COMPLY

11.1 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.

11.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order as well as the CFA and/or Pet Regulations shall constitute a violation under N.J.S.A. 56:8-18 and/or a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondent may be liable for enhanced civil penalties.

12. COMPLIANCE WITH ALL LAWS

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

- (a) Relieving Respondent of her 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 Petitioner may otherwise have to obtain information, documents or testimony from Respondent 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 Respondent may otherwise have

pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Petitioner to obtain such information, documents or testimony.

13. NOTICES UNDER THIS CONSENT ORDER

13.1 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 Petitioner:

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 Respondent:

Thomas J. Benedetti, Esq.
Azzolini & Benedetti, L.L.C.
4134 Columbia Turnpike
Florham Park, New Jersey 07932

IT IS ON THE 10th DAY OF Nov, 2009 SO ORDERED.

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: David M. Szuchman
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 PETITIONER:

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY


By: Nicholas Kant
Nicholas Kant
Deputy Attorney General

Dated: November 2, 2009

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

FOR RESPONDENT:

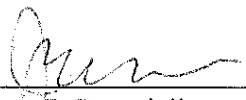
AZZOLINI & BENEDETTI, LLC

By: 
Thomas J. Benedetti, Esq.

Dated: 10/08, 2009

Azzolini & Benedetti, L.L.C.
4134 Columbia Turnpike
Florham Park, New Jersey 07932

JEAN P. RANDELL d/b/a RAGDOLLS BY RANDELL

By: 
Jean P. Ransdell

Dated: 10/24, 2009

d/b/a Ragdolls By Ransdell
10040 E. Happy Valley Way, Unit 620E
Scottsdale, Arizona 85255-2355