

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 20th day of MARCH, 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.A.C. 13:45A-12.1.
- 2.2 "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.
- 2.3 "Consumer" shall be defined in accordance with N.J.A.C. 13:45A-12.1.
- 2.4 "Division" shall mean the New Jersey Division of Consumer Affairs.
- 2.5 "Person(s)" shall be defined in accordance with N.J.S.A. 56:8-1(d).
- 2.6 "Pet Dealer" shall be defined in accordance with N.J.A.C. 13:45A-12.1.
- 2.7 "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."
- 2.8 "Sale" shall be defined in N.J.S.A. 56:8-1(e).

2.9 "State" shall refer to the State of New Jersey.

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 Respondent shall not engage in any unfair and/or deceptive acts or practices in the conduct of its 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 its business including, but not limited to, the CFA and the Pet Regulations.

3.2 Respondent shall cease and desist from failing to give to a Consumer, prior to the delivery of an Animal, a written notice, which shall be signed by both the Respondent and the Consumer and embodied in a separate document which shall set forth the Consumer's rights regarding the sale of Animals in the State (hereinafter "Notification of Consumer Rights Form"), in violation of N.J.A.C. 13:45A-12.3(a)(10). 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), and shall be set forth in 10 point boldface type.

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

4. RESTITUTION

4.1 On or before the Effective Date, Respondent shall provide to the Division restitution for Consumer Liane Steele (“Consumer Steele”), which the Division will forward to Consumer Steele. Such restitution shall consist of a certified check, attorney trust account check, or other guaranteed funds in the amount of Seven Hundred Twelve and 50/100 Dollars (\$712.50), payable to “Liane Steele,” which represents seventy-five percent (75%) of the purchase price of the relevant Animal for which Animal pedigree registration documents were not provided within one hundred and twenty (120) days following the date of sale, as required by N.J.A.C. 13:45A-12.2(a)(7). Further, Respondent shall provide to the Division, on or before the Effective Date, the registration documents for the Animal that Consumer Steele purchased from Respondent.

5. SETTLEMENT PAYMENT

5.1 The Parties have agreed to a settlement of the Investigation in the amount of One Thousand Five Hundred Fifty-One and 72/100 Dollars (\$1,551.72) (“Settlement Payment”).

5.2 The Settlement Payment consists of a civil penalty of One Thousand and 00/100 Dollars (\$1,000.00), pursuant to N.J.S.A. 56:8-13, and Five Hundred Fifty-One and 72/100 Dollars (\$551.72), 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.

5.3 Respondent shall make the Settlement Payment in six (6) installments. The first payment of Three Hundred One and 72/100 Dollars (\$301.72) shall be due on or before the Effective Date. Thereafter, Respondent shall make five (5) equal installment payments of Two Hundred Fifty

and 00/100 Dollars each, due on the first day of each month, commencing on April 1, 2009, with the final installment due on August 1, 2009.

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:

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 the Settlement Payment in the manner referenced in Section 5.3, Respondent 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 Division pursuant to the terms herein.

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 Respondent as well as its owners, officers, directors, managers, agents, employees, representatives, successors and assigns, and any entity or device through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its 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 Respondent; or (b) an admission by Respondent that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA 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 Respondent Represents and warrant that it has fully read and understands this Consent Order, that it 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 Respondent making the Settlement Payment in the manner specified in Section 5, the Division 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 Division could have brought against Respondent for violations of the CFA 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 Respondent by any other agency or subdivision of the State.

9. FORBEARANCE ON EXECUTION AND DEFAULT

9.1 In the event that Respondent fails 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 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 Respondent fails to observe or perform any of her 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 Respondent agrees to pay all reasonable attorneys' fees and costs including, but not limited to, Court costs, associated with any successful collection efforts by the Division pursuant to this Consent Order.

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 and/or Pet Regulations shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that Respondent 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 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 Division 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 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:


Executive Director, Office of Consumer Protection
Division of Consumer Affairs
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
124 Halsey Street - 7TH Floor
P.O. Box 45028
Newark, New Jersey 07101

For the Respondent:

William D. Russiello, Esq.
Leslie and Russiello
20 Banta Place, Suite 202
Hackensack, New Jersey 07601

IT IS ON THE 26th DAY OF MARCH, 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

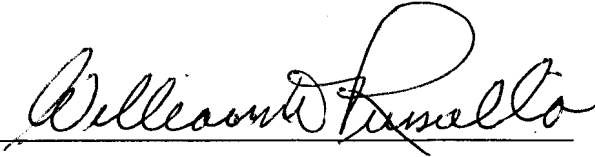
Nicholas Kant
Deputy Attorney General

Dated: March 24, 2009

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

FOR THE RESPONDENT:

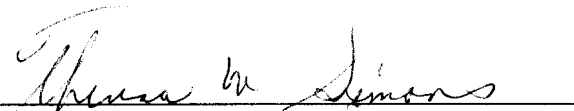
LESLIE AND RUSSIELLO

By: 
William D. Russiello, Esq.

Dated: 3/20/09, 2009

20 Banta Place, Suite 202
Hackensack, New Jersey 07601

THERESA M. SIMONS d/b/a ELITE POODLES

By: 
Theresa M. Simons

Dated: 3/16/09, 2009

40 Elizabeth Lane
Budd Lake, New Jersey 07828