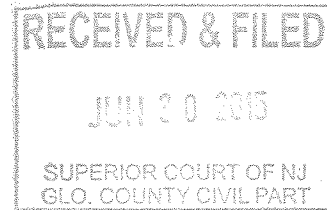


JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs



By: Alina Wells (029512006)
Deputy Attorney General
[REDACTED]

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
SALEM COUNTY
DOCKET NO.: SLM-C-09-14

JOHN J. HOFFMAN, Acting Attorney General
of the State of New Jersey, and STEVE C. LEE,
Acting Director of the New Jersey Division of
Consumer Affairs,

Plaintiffs,

v.

JESSICA DURKIN, d/b/a PRADA PUPPIES;
and JANE and JOHN DOES 1-10, individually
and as owners, officers, directors, shareholders,
founders, managers, agents, employees,
representatives and/or independent contractors of
JESSICA DURKIN, d/b/a PRADA PUPPIES;
and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT

The parties to this Action and Final Consent Judgment ("Final Consent Judgment") are plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey ("Attorney General"), and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"), and defendant Jessica Durkin, d/b/a Prada Puppies ("Defendant");

(collectively, "Parties"). As evidenced by their signatures below, the Parties do consent to the entry of this Final Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

PRELIMINARY STATEMENT

On August 5, 2014, Plaintiffs commenced this action against Defendant by the filing of a two (2) count Complaint alleging violations of the 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"). Defendant denies the allegations.

The Court has reviewed the terms of this Final Consent Judgment and based upon the Parties' agreement and for good cause shown:

IT IS HEREBY ORDERED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Final Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Final Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Final Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Salem County.

3. EFFECTIVE DATE

3.1 This Final Consent Judgment shall be effective on the date that it is entered with the Court (“Effective Date”).

4. DEFINITIONS

As used in this Final Consent Judgment, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Final Consent Judgment:

4.1 “Action” refers to the action entitled John J. Hoffman, et al. v. Jessica Durkin, d/b/a Prada Puppies, Superior Court of New Jersey, Chancery Division, Salem County, Docket No. SLM-C-09-14, and all pleadings and proceedings related thereto, including the Complaint and the Answer.

4.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a) and N.J.A.C. 13:45A-9.1. This definition applies to other forms of the word “Advertisement” including, without limitation, “Advertising.”

4.3 “Animal” means dog or cat.

4.4 “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.

4.5 “Consumer” shall refer to any Person who is offered Merchandise for Sale.

4.6 “Division” or “Division of Consumer Affairs” shall refer to the New Jersey Division of Consumer Affairs.

4.7 “Merchandise” shall include any objects, wares, goods, commodities, services or anything offered directly or indirectly to the public for Sale. Merchandise includes Animals.

4.8 “New Jersey” and “State” shall refer to the State of New Jersey.

4.9 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

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

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the CFA, and the Pet Regulations.

5.2 Defendant shall not sell an Animal within the State without an Animal history and health certificate containing the name and address of the person from whom she purchased the Animal as required by N.J.A.C. 13:45A-12.2(a)(1)(ii).

5.3 Defendant shall not sell an Animal within the State without an Animal history and health certificate containing the breeder's name and address, and the litter number of the Animal as required by N.J.A.C. 13:45A-12.2(a)(1)(iii).

5.4 Defendant shall not sell an Animal within the State without an Animal history and health certificate containing the date she took possession of the Animal as required by N.J.A.C. 13:45A-12.2(a)(1)(v).

5.5 Defendant shall not sell an Animal within the State without an Animal history and health certificate containing the date or dates on which the Animal was examined by a veterinarian licensed to practice in the State, the name and address of such veterinarian, the findings made and the treatment, if any, taken or given to the Animal as required by N.J.A.C. 13:45A-12.2(a)(1)(vii).

5.6 Defendant shall not sell an Animal within the State without an Animal history and health certificate containing the statement of all vaccinations and inoculations administered to

the Animal, including the identity and quantity of the vaccine or inoculum administered, and the name and address of the person or licensed veterinarian administering the same, and the date of administration of the vaccinations and inoculations as required by N.J.A.C. 13:45A-12.2(a)(1)(viii).

5.7 Defendant shall not sell an Animal within the State without an Animal history and health certificate containing the 10-point bold-face type "WARNING," as required by N.J.A.C. 13:45A-12.2(a)(1)(ix).

5.8 Defendant shall not fail to maintain a copy of the Animal history and health certificate signed by the consumer for a period of one year following the date of Sale, as required by N.J.A.C. 13:45A-12.2(a)(2).

5.9 Defendant shall not inoculate and/or vaccinate Animals without the written authorization of a licensed veterinarian, as required by N.J.A.C. 13:45A-12.3(a)(4).

5.10 Defendant shall not fail 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). 5.11 Defendant shall not fail to have Animals examined by a licensed veterinarian at least three days prior to delivery of the Animal , as required by N.J.A.C. 13:45A-12.3(a)(5).

5.12 Defendant shall not refuse to refund consumers' money after selling them sick or defective Animals, as required by N.J.A.C. 13:45A-12.3(a)(6).

5.13 Defendant shall not refuse to reimburse to consumers veterinary fees incurred prior to the consumer's receipt of the veterinary certification , as required by N.J.A.C. 13:45A-12.3(a)(6).

5.14 Defendant shall not fail to issue consumers an “Unfitness of Animal - Election Of Options” form for Animals deemed Unfit for Purchase, as required by N.J.A.C. 13:45A-12.3(a)(9).

5.15 Defendant shall not fail to notify the Division no later than five days of receipt of the “Unfitness of Animal - Election Of Options” certificate that the status is contested, as required by N.J.A.C. 13:45A-12.3(a)(10).

6. SETTLEMENT AMOUNT

6.1 The Parties have agreed to a settlement of the Action in the amount of Sixty Five Thousand Six Hundred Thirty Four and 41/100 Dollars (\$65,634.41) (“Settlement Amount”).

6.2 The Settlement Amount comprises Fifteen Thousand Dollars (\$15,000) in civil penalties, pursuant to N.J.S.A. 56:8-13, Six Thousand Four Hundred Forty Three and 72/100 Dollars (\$6,447.72) in Consumer restitution, pursuant to N.J.S.A. 56:8-8, Forty Two Thousand Nine Hundred Forty Seven and 50/100 Dollars (\$42,947.50) in reimbursement of Plaintiffs’ attorneys’ fees, and One Thousand Two Hundred Forty Three and 00/100 Dollars (\$1,243.00) in reimbursement of Plaintiffs’ investigative costs, pursuant to N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19.

6.3 Plaintiffs agree to suspend Fifty Eight Thousand One Hundred Thirty Four and 41/100 Dollars (\$58,134.41) of the civil penalty portion of the Settlement Amount, subject to the conditions set forth in Section 6.6. The remaining Seven Thousand Five Hundred Dollars (\$7,500) (“Settlement Payment”) shall be paid by Defendant as follows:

- a. Two Hundred Fifty and 00/100 Dollars (\$250) shall be paid within thirty (30) days of the Effective Date; and
- b. The remaining Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$7,250) shall be paid in twenty-nine (29) equal installments of Two Hundred Fifty and 00/100 Dollars (\$250),

with each installment due on the first day of each month, beginning June 1, 2015.

6.4 Defendant shall make the Settlement Payment by cashier's or certified check, money order, wire transfer or credit card made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

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

6.5 Upon making any payment under Sections 6.3 or 6.6, Defendant 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 the Plaintiffs pursuant to the terms herein.

6.6 For a period of 30 months from the Effective Date, the Fifty Eight Thousand One Hundred Thirty Four and 41/100 Dollars (\$58,134.41) balance of the Settlement Amount ("Suspended Penalty"), shall be suspended and automatically vacated at the end of that period, provided:

- (a) Defendant complies in all material respects with the restraints and conditions set forth in this Consent Judgment;
- (b) Defendant makes the Settlement Payment in the manner required under Section 6.3;
- (c) Beginning On or before May 1, 2016 and then on or before continuing each year until May 1, 2017, Defendant provides the Plaintiffs with a copy of her complete personal federal and state income tax returns ("Form 1040") and all accompanying schedules and forms for calendar years 2015 and 2016 ("Tax

Years”), if the Defendant has an obligation to file any of such tax returns for those Tax Years, as well as the Financial Disclosure Statement attached hereto as Exhibit A. If Defendant’s total gross income as reported on the Form 1040 for each Tax Year is \$35,000 or more, she shall pay to the Division, in a lump sum, \$1,750. Payment shall be made to the Division on or before May 15, 2016 and then on or before May 15, 2017 of each year between 2016 and 2017. These payments shall be in addition to the monthly payments provided by Section 6.3. If the Defendant is not obligated to file a Form 1040 during one or both of the Tax Years, she shall submit to the Division (not later than May 1st of each year) copies of all monthly (or quarterly, if applicable) statements for bank accounts in her name or maintained in her behalf for the applicable Tax Year. All of the information described above provided by the Defendant or obtained by the Plaintiffs shall be treated as confidential information and shall not be disclosed to anyone unless such disclosure is required in connection with the enforcement of this Consent Judgment or is required by any Court or any lawful process; and (d) Defendant shall also provide Plaintiffs with an executed IRS Form 4506 Request for Copy of Tax Return to authorize Plaintiffs to request Defendant’s income tax returns.

6.7 In the event Defendant materially fails to comply with Sections 6.3 and 6.6, Plaintiffs shall provide Defendant with notice seeking payment of the entire Suspended Penalty. In any notice, however, Plaintiffs shall provide Defendant with the specific details of her alleged noncompliance, as well as any supporting documentation. Defendant shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any noncompliance. In the event of Defendant’s failure to cure any noncompliance, Plaintiffs may move on Notice of Motion or Order to Show Cause to have a Judgment entered for the Suspended Penalty. Defendant shall have the right to submit opposition to any Motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

6.8 Upon a request by or on behalf of Defendant, verification that the Settlement Payment has been made, and the vacating of the Suspended Penalty, Plaintiffs shall provide Defendant with a Warrant of Satisfaction. The Warrant of Satisfaction shall have no effect upon Defendant’s continuing obligations under any other provision of this Final Consent Judgment.

8.8 This Final Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Final Consent Judgment 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 the Defendant; or (b) an admission by Defendant that any of her acts or practices described in or prohibited by this Final Consent Judgment are unfair or deceptive or violate the CFA and/or the Pet Regulations. This Final Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Final Consent Judgment; or (b) any 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.

8.9 Nothing contained in this Final Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Final Consent Judgment with respect to any of the matters contained herein.

8.10 The Parties represent and warrant that their signatories to this Final Consent Judgment have authority to act for and bind the respective Parties.

8.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Final Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Final Consent Judgment.

9. RELEASE

9.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Final Consent Judgment and conditioned on Defendant making the Settlement Payment in the manner referenced in Section 6, Plaintiffs hereby agree to release Defendant from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Defendant for violations of the CFA, and the Pet Regulations as alleged in the Action.

9.2 Notwithstanding any term of this Final Consent Judgment, the following do not comprise released claims: (a) private rights of action, provided however, that nothing herein shall prevent Defendant from raising the defense of set-off against a Consumer who has received restitution; (b) actions to enforce this Final Consent Judgment; and (c) any claims against Defendant by any other agency or subdivision of the State.

10. PENALTIES FOR FAILURE TO COMPLY

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

10.2 The Parties agree that any future violations of the injunctive provisions of this Final Consent Judgment and/or the CFA shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that the Defendant may be liable for enhanced civil penalties.

11. COMPLIANCE WITH ALL LAWS

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

- (a) Relieving Defendant of her obligations 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 Plaintiffs may otherwise have to obtain information, documents or testimony from Defendant 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 Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

12. NOTICES UNDER THIS FINAL CONSENT JUDGMENT

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Final Consent Judgment shall be sent by the 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.

The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

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

For the Defendant:

Paul H. Scull, Jr. Esq.
Law Offices of Paul H. Scull, Jr.
151 North Broadway
Pennsville, New Jersey 08070

IT IS ON THE 30 DAY OF June 2015 SO ORDERED,
ADJUDGED AND DECREED.

Anne McDonnell

HON. ANNE McDONNELL, P.J.Ch.

SLM - C-9-14

Final Consent Judgment
06-30-15

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Alina Wells
Alina Wells
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
[REDACTED]

Dated: June 29, 2015

FOR DEFENDANT:

LAW OFFICES OF PAUL H. SCULL, JR.

By: [Signature]
Paul H. Scull, Jr. Esq.
151 North Broadway
Pennsville, New Jersey 08070

Dated: 6/19/15, 2015

JESSICA DURKIN, d/b/a PRADA PUPPIES

By: [Signature]
Jessica Durkin
[REDACTED]

Dated: 6/18/15, 2015