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**FILED**

OCT 29 2009

**Division of Consumer Affairs**

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

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In the Matter of:	:	Administrative Action
	:	
Victoria Patterson d/b/a Adoption Alliance	:	I08100194
aka New Jersey Collie and Rescue Referral	:	
	:	
Respondent.	:	<b><u>CONSENT ORDER</u></b>
	:	

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This matter having been opened by the Division of Consumer Affairs, Office of Consumer Protection (hereinafter referred to as "Consumer Affairs" or "Division"), as an investigation to ascertain New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA") and the New Jersey Regulations concerning the Sale of Animals, N.J.A.C. 13:45A-12.1 et seq. ("Pet Regulations") have been or are being committed by Victoria Patterson d/b/a Adoption Alliance a/k/a New Jersey Collie and Rescue Referral ("Respondent"), with a business location of One Cedar Road, Whitehouse Station, NJ 08889 (hereinafter referred to as the "Investigation") and it appearing that the parties have reached an amicable agreement resolving the issues in controversy and concluding this matter without the need for further action, and Respondent having voluntarily cooperated and consented to the entry of the within order without any admission of liability for the alleged violations, and for good cause shown,

IT IS on this 29th day of Oct., 2009 **ORDERED** and

**AGREED** as follows:

**BUSINESS PRACTICES**

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.

2. Respondent shall cease and desist from failing to give to all consumers, prior to the delivery of an animal, 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).

3. The Notification of Consumer Rights Form that Respondent shall not deviate from the language set forth in N.J.A.C. 13:45A-12.3(a)(10), and shall state the following in 10 point boldface type:

**KNOW YOUR RIGHTS--A STATEMENT OF NEW JERSEY LAW GOVERNING THE SALE OF DOGS AND CATS**

The sale of dogs and cats is subject to a regulation of the New Jersey Division of Consumer Affairs. In the event that a licensed veterinarian certifies your animal to be unfit for purchase within 14 days following receipt of your animal or within six months in the case of a congenital or hereditary cause or condition, you may:

- i. Return your animal and receive a refund of the purchase price including sales tax; or
- ii. Keep your animal and attempt to cure it; or
- iii. Return your animal and receive an animal of your choice of equivalent value.

Veterinary fees limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer in the event that you choose to keep the animal. If you choose to return the animal, veterinary fees incurred prior to receipt of the veterinary certification, limited to the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale, must be paid by the dealer.

Further, in the event of your animal's death within this 14-day period, except when death occurs by accident or as a result of injuries sustained after delivery, you may choose to receive either a full refund of the purchase price, plus sales tax, or an animal of equivalent value. In addition, veterinary fees, limited to the purchase price, including sales tax must be paid by the pet dealer.

In order to exercise these rights, you must present to the pet dealer a written veterinary certification that the animal is unfit for purchase and an itemized bill of all veterinary fees incurred prior to your receipt of the certification. Both of these items must be presented no later than five days after you have received the certification of unfitness. In the event that the pet dealer wishes to contest the certification or the bill, he may request a hearing at the Division of Consumer Affairs. If the pet dealer does not contest the matter, he must make the refund or reimbursement not later than ten days after receiving the veterinary certification. Although your dog or cat is required to be examined by a licensed veterinarian prior to sale, symptoms of certain conditions may not appear until after sale. If your dog or cat appears ill, you should have it examined by a licensed veterinarian of your choice at the earliest possible time.

If the pet dealer has promised to register your animal or to provide the necessary papers and fails to do so within the 120 days following the date of sale, you are entitled to return the animal and receive a full refund of the purchase price plus sales tax or to keep the animal and receive a refund of 75 percent of the purchase price plus sales tax. In the event you elect to keep the animal and the dealer provides the 75 percent refund, the dealer is no longer obligated to register the animal or to provide the necessary papers to do so.

4. Prior to the sale of an animal to a consumer, Respondent shall provide to the consumer a Animal History and Health Certificate signed by Respondent, its agent or employee which shall contain the information set forth in N.J.A.C.13:45A-12.2(a)(1)(i-ix).

## RESTITUTION

5. Respondent shall submit to the Division restitution for Consumer Anthony Casale (“Consumer Casale”), which the Division will forward to Consumer Casale. Such restitution shall consist of a certified check, attorney trust account check, or other guaranteed funds in the amount of Four Hundred and 00/100 Dollars (\$400.00), payable to “Anthony Casale,”. This payment shall be due at signing.

## SETTLEMENT PAYMENT

6. The Parties have agreed to a settlement of the Investigation in the amount of One Thousand Five Hundred 00/100 Dollars (\$1,500) (“Settlement Payment”). The \$1,500 settlement payment shall be paid as follows: Beginning on the 10<sup>th</sup> of October 2009 through and including the 10<sup>th</sup> of December 2009, Respondent shall make three (3) equal payments of Four Hundred Dollars (\$400.00). The final payment, due on the 10<sup>th</sup> January 2010, will be in the amount of Three Hundred Dollars (\$300.00).

7. The Settlement Payment consists of a civil penalty of Six Hundred Fifty-Five and 50/100 Dollars (\$655.50), pursuant to N.J.S.A. 56:8-13, and Eight Hundred Forty-Four and 50/100 Dollars (\$844.50), 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.

8. The payments referenced in Sections 5, 6 and 7 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 along with an executed copy of this Consent Order:

Attention: Van Mallett  
Case Management Tracking  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street  
P.O. Box 45025  
Newark, New Jersey 07101

9. Upon making the payments referenced in Sections 5, 6, and 7, 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.

10. If, after the signing of this Consent Order, Respondent engages in any acts or practices which constitute a violation of the Consumer Fraud Act, the Pet Regulations, or this Consent Order, Respondent shall be subject to the imposition of enhanced penalties pursuant to N.J.S.A. 56:8-13 or N.J.S.A. 56:8-18, without prejudice to Respondent's right to present evidence in mitigation and affirmative defenses.

11. Failure by Respondent to make the payment to the State in the time prescribed by this Consent Order shall constitute a breach of this Consent Order. In the event of such breach, the Division may take whatever additional action it deems necessary and appropriate under the circumstances, including, but not limited to, seeking an Order from the Superior Court compelling compliance and seeking additional penalties, costs and attorneys fees.

## **GENERAL PROVISIONS**

12. 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.

13. Nothing contained in this Consent Order shall be construed to limit or affect the rights of any persons or entities who are not parties to this Consent Order with respect to any of the matters contained herein.

14. Nothing contained herein shall in any manner or fashion be construed to limit or affect any position that the parties may take in any future or pending action not specifically encompassed herein.

15. If any provision of this Consent Order or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Consent Order or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Consent Order shall be valid and enforced to the fullest extent permitted by law.

16. This Consent Order resolves all claims and causes of action against Respondent for violations of the CFA, The Contractors Registration Act and the regulations promulgated pursuant thereto, in particular, the Home Improvement Regulations, which were known by the Division's Office of Consumer Protection through July 27, 2009.

17. The parties represent that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that this person has done so with the authority to legally bind the respective parties.

18. This Consent Order constitutes the entire agreement between the parties hereto and shall bind the parties hereto and their representatives, officers, directors, agents, employees, successors and assigns.

19. Respondent shall not represent or imply that any advertising procedure or other act or practice hereinafter used or engaged in by Respondent has been required or approved, in whole or part, by the Attorney General or the Division of Consumer Affairs or any of the State's agencies or agents.

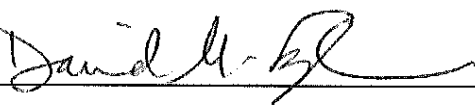
20. The parties acknowledge that for purposes of enforcement of this Consent Order, New Jersey law shall govern the terms and provisions herein.

21. The Division has advised the Respondent to seek the advice of an attorney prior to entering into this agreement.

22. Respondent acknowledges that this Consent Order is a public document subject to the New Jersey Open Public Records Act.

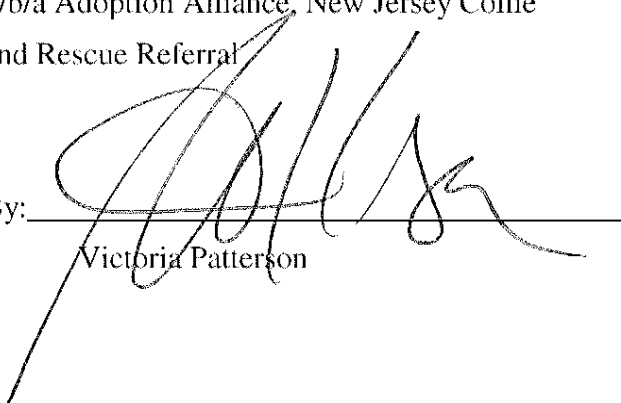
23. This Consent Order constitutes a final agency action and shall be effective upon filing.

ANNE MILGRAM  
ATTORNEY GENERAL OF NEW JERSEY

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

The undersigned has read this Consent Order, understands it, and agrees to be bound by its terms.

Victoria Patterson  
d/b/a Adoption Alliance, New Jersey Collie  
and Rescue Referral

By:   
Victoria Patterson

Dated: 10-9-09, 2009