

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

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PEOPLE OF THE STATE OF NEW YORK, by  
LETITIA JAMES, Attorney General of the  
State of New York,

Petitioners,

**VERIFIED PETITION**

-against-

**Index No.**

5 CORNERS PET, INC.; RISK ENTERPRISES, INC.  
d/b/a SHAKE-A-PAW, and GERARD O’SULLIVAN  
and MARC JACOBS, both individually and as  
owners of Shake-A-Paw,

**IAS Part  
Assigned to Justice**

Respondents.

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The People of the State of New York, by their attorney, Letitia James, Attorney  
General of the State of New York, respectfully allege as follows:

**INTRODUCTION**

1. Respondents Gerard O’Sullivan and Marc Jacobs, owners of Long  
Island-based corporations 5 Corners Pet, Inc and Risk Enterprises, Inc, doing  
business as Shake-A-Paw, have repeatedly and consistently sold and offered for sale  
sick and injured animals; failed to disclose the animals’ medical conditions; sold  
puppies acquired from puppy mills; misrepresented the health, breeding and pedigree  
of the dogs offered for sale; unlawfully refused to reimburse customers’ veterinarian  
bills; and failed to provide customers with refunds as required by the New York Pet  
Lemon Law. Despite Respondents’ advertisements and representations on their  
websites that the puppies are, among other things, of “the highest quality” and that

they “work with the most trusted breeders nationwide and handpick the best of the bunch,” within days and even hours of the sale of these puppies, many of these animals faced serious and, in some cases, fatal illnesses that cost Shake-A-Paw’s heartbroken customers thousands of dollars to treat. Specifically, Shake-A-Paw sold puppies suffering from canine parvovirus infection (a highly contagious deadly disease that is easily preventable by an appropriate vaccine regime), coccidia, mange, acute respiratory infection, giardia, kennel cough (coughing violently to the point that it sounds like the puppies are choking), pneumonia, double pneumonia, bronchopneumonia, herpes, mycoplasma, viral hemorrhagic gastroenteritis, hereditary conditions, lateral luxating patellae, and enlarged heart, all the while advertising and representing to customers that the puppies were healthy. Many of the illnesses that the sick puppies suffered from were treatable or preventable conditions.

2. Many Shake-A-Paw customers described their experience of caring for sick puppies after being duped by Respondents as “heartbreaking” and “devastating,” made worse by the need for costly veterinary care, sometimes for the rest of the animals’ lives.

3. The People of the State of New York bring this special proceeding to permanently enjoin Respondents from engaging in such fraudulent and illegal conduct and to obtain restitution, costs and penalties.

## PARTIES AND JURISDICTION

4. Petitioners are the People of the State of New York, by their attorney, Letitia James, Attorney General of the State of New York (“Petitioners” or “NYAG”).

5. Respondent Gerard O’Sullivan is a New York resident, and is the co-owner of Shake-A-Paw and has overseen and been responsible for the operations of all of its store locations. Respondent Gerard O’Sullivan formulated, directed, controlled, and participated in the unfair and deceptive acts and practices of Shake-A-Paw as set forth in this Verified Petition.

6. Respondent Marc Jacobs is a New York resident, and is the co-owner of Shake-A-Paw and has overseen and been responsible for the operations of all of its store locations. Respondent Marc Jacobs formulated, directed, controlled, and participated in the unfair and deceptive acts and practices of Shake-A-Paw as set forth in this Verified Petition.

7. Respondents 5 Corners Pet, Inc. and Risk Enterprises, Inc. are New York for profit corporations d/b/a Shake-A-Paw. Shake-A-Paw is a pet dealer licensed by the New York State Department of Agriculture and Markets. 5 Corners Pet, Inc. and Risk Enterprises, Inc. operate two retail pet stores in New York under the name Shake-A-Paw:

Shake-A-Paw  
1 Atlantic Avenue  
Lynbrook, New York 11563

Shake-A-Paw  
285 S. Broadway  
Hicksville, New York 11801

8. Collectively, 5 Corners Pet, Inc., Risk Enterprises, Inc., Gerard O'Sullivan and Marc Jacobs are hereinafter referred to as "Shake-A-Paw" or "Respondents."

9. Petitioners bring this summary proceeding pursuant to (i) Executive Law § 63(12), which authorizes the Attorney General to seek injunctive relief, restitution, damages and costs when any person or entity has engaged in repeated fraudulent, deceptive or illegal acts or has otherwise demonstrated persistent fraud or illegality in conducting its business; (ii) General Business Law (GBL) §§ 349 and 350, which authorize the Attorney General to seek injunctive relief, restitution, and other relief when any person or entity engages in deceptive acts or false and misleading advertising in the conduct of any business; (iii) GBL § 755, which authorizes the Attorney General to obtain injunctive relief, restitution and civil penalties when any pet dealer sells or otherwise treats dogs or cats in violation of GBL Article 35-D; and Agriculture and Markets Law Article 26-A.

10. Petitioners have timely served Respondents with pre-litigation notice pursuant to GBL § 349(c) and 350-c.

### STATEMENT OF FINDINGS

#### Background

11. Beginning in about 1994, Respondents began operating as a retail pet store with two locations, in Lynbrook and Hicksville. Respondents are pet dealers licensed by the New York State Department of Agriculture and Markets and maintain the website: [www.longislandpuppies.com](http://www.longislandpuppies.com).

12. The Attorney General commenced an investigation into the Respondents' business practices following her receipt of numerous consumers complaints from consumers who had purchased seriously ill puppies from about Respondents selling sick puppies. From 2016 to the present, the NYAG has received 99 complaints from consumers about Respondents' business practices. The New York Better Business Bureau has received approximately 33 similar complaints in the past three years.

13. Respondents have made numerous misrepresentations on their website, as well as in their communications with customers, as to the health, breeding, and source of the dogs for sale. Respondents have violated the Pet Lemon Law by selling animals that are unfit for purchase, by failing to honor customers' rights to obtain redress under that statute, and by failing to provide customers with required notices and documentation.

14. The average price of the puppies sold by Respondents to consumers, bundled with hundreds of dollars of unnecessary additional goods and services, ranged from \$2,500 to \$8,000.

15. At any given time, Respondents worked with several veterinary practices – one to certify that the puppies were fit for sale by issuing Fit for Sale or Health Certificates, and others to treat Shake-A-Paw puppies when they became ill and needed medical care or hospitalization. Upon information and belief, they engaged in these deceptive practices to hide the fact that they were selling sick puppies. Indeed, one of the veterinarians, previously recommended by Respondents

to consumers, testified under oath that he discontinued his contractual arrangement with Shake-A-Paw to treat the sick puppies that had been purchased by Shake-A-Paw's customers, because the frequency with which the Shake-A-Paw puppies were presenting at his veterinary practice with severe, sometimes life-threatening illnesses shortly after their sales, raised serious ethical concerns.

**A. Respondents' False Advertising and Deceptive Business Practices**

16. Respondents advertised and continue to advertise on the Shake-A-Paw website [www.longislandpuppies.com](http://www.longislandpuppies.com)

17. On their website, Respondents represent that they offer "the highest quality, healthiest, and friendliest puppies." Additionally, Respondents state "[w]e work with the most trusted breeders nationwide and handpick the best of the bunch." Throughout their website, Respondents state that they "offer an unbeatable health



Welcome To Shake A Paw

At Shake A Paw, we're all about puppies. Purebreeds, mixed breeds, floppy ears, big eyes, cuddly, energetic, and loving — Shake A Paw offers the most diverse and extensive selection of puppies, along with everything your family will need to welcome the little one home.

With more than 30 years of experience, Shake A Paw is committed to providing families the highest quality, healthiest, and friendliest puppies. And that's a promise. We work with the most trusted breeders nationwide and handpick the best of the bunch. Whether you're looking for a little Boxer or a dashing Dachshund, an adorable Puggle or a loyal Rottweiler, you can be assured that your new puppy from Shake A Paw is right for you and your family. Such pride in our work and confidence in our puppies allows us to offer an unbeatable health guarantee. Think of it like a Shake A Paw seal of approval.

But your purchase is just the beginning. Shake A Paw's pet experts and consultants are available seven days a week to assist with questions, provide guidance, and offer you everything you will need to offer your puppy the best care. Both Shake A Paw's New York locations, in Hicksville and Lynbrook, also carry accessories, supplies, training aids, crates, toys, food, and supplements. If your puppy needs it, you know we have it.

Visit your local Shake A Paw today, and discover why we have helped over 80,000 families find the puppies right for them.

Watch Our Commercial!

guarantee" and "an incredible, unmatched health guarantee." Respondents also state

that they work with “the most reputable breeders in the country” and that their puppies are “healthy, friendly, and adorable.”

18. Respondents have repeatedly stated, promised and/or represented to customers that they were purchasing puppies that were registered with sanctioned and well-recognized kennel associations, and that Shake-A-Paw will provide them with full pedigree and registration papers for their puppies.

19. These representations mislead consumers into believing that their puppies came from a humane breeder and that they were not supporting inhumane breeding practices, which is one of the top motivating factors influencing consumers’ pet purchasing decisions. Indeed, these representations appealed to consumers who, in reliance on the Respondents’ representations, expected to purchase and bring high-quality and healthy puppies home to their families.

20. These customers have been fraudulently induced to purchase and pay a higher price for the puppies.

21. In truth, as set forth below, many of the puppies sold by Respondents did not come from reputable breeders, but instead, came from known puppy mills and/or problematic pet breeders and brokers. As a result, they had serious physical ailments and conditions and had been mistreated. In some instances, the customers’ puppies died within days or weeks after their purchase.

**B. Respondents' Deceptive and Unlawful Business Practices**

**(i) Respondents Sold Injured or Sick Puppies to Consumers**

22. Respondents engaged in a scheme to conceal information and misrepresent the health status of puppies for sale by providing customers with Fit For Sale Certificates (certifying that the animals sold were free from any known disease, sickness, or congenital condition that adversely affects the health of the animal at the time of sale), when they knew the animals were sick. In repeatedly misrepresenting the physical condition of puppies sold to customers, Respondents repeatedly sold puppies that were suffering from serious physical injuries or contagious or infectious diseases, including parvo, coccidia, mange, acute respiratory infection, kennel cough, and pneumonia.

23. During the course of her investigation of the 99 consumer complaints against Shake-A-Paw, the Attorney General learned that many of the puppies suffered from multiple illnesses and needed immediate veterinary care (including, among others, 12 puppies with parvovirus [a highly contagious and potentially lethal disease that is easily preventable by an appropriate vaccine regime]; 22 puppies with parasites [giardia, coccidia and mange]; 3 puppies with upper respiratory infections; 13 puppies with the highly contagious disease of kennel cough, bronchitis and tracheobronchitis; and 20 puppies with pneumonia, severe double pneumonia and bronchopneumonia).



24. In addition, Shake-A-Paw sold to numerous consumers animals with congenital and hereditary disorders, such as luxating patella (a condition in which the patella, or kneecap, dislocates or moves out of its normal location), life-threatening heart defects, eye defects, hypoparathyroidism (an uncommon hormonal imbalance in dogs due to a congenital disease of the parathyroid glands), stenosis, lymphoma, and epilepsy vestibular seizures. One consumer's Shake-A-Paw puppy had multiple seizures and ended up being admitted to the ER severely ill due to a congenital birth defect. Another's consumer's Shake-A-Paw puppy passed away from pulmonary edema due to a heart murmur.

25. In several cases, the sick puppies died shortly after purchase. Indeed, one consumer purchased a puppy who died just six days after Respondents' employee told the consumer that the puppy was "fine." There were at least nine puppies who died soon after sale from cardiopulmonary arrest, pneumonia, parvovirus, bronchopneumonia, and pulmonary edema. Numerous puppies were determined to be unfit for purchase by licensed veterinarians.

26. These dogs had visible signs of illness, such as coughing, sneezing and nasal discharge, which the Shake-A-Paw employees downplayed to the customers, claiming that these symptoms were inconsequential. They also sold dogs with signs of very serious illnesses, such as bloody stool, loss of appetite and vomiting. Respondents ignored reports from many of their customers that the puppies purchased at Shake-A-Paw were seriously ill at the time of and immediately following purchase.

27. For example, one customer discovered one week later that the puppy he purchased from Shake-A-Paw had a heart defect. Another customer's eleven-week-old puppy was hospitalized in the critical care unit with severe double pneumonia two days after purchase. Some customers discovered that their puppies were seriously sick the same day they brought the puppies home. Respondents did not sell "high quality puppies" as advertised, but instead knowingly sold seriously ill puppies.

28. In addition to the 99 consumer complaints against Shake-A-Paw, the veterinary medical records subpoenaed by NYAG from several veterinary practices that treated puppies from Shake-A-Paw unequivocally showed that Respondents sold sick puppies to consumers, in numbers that were far greater than were represented by the consumer complaints received by the Attorney General.

29. In reviewing the subpoenaed veterinary medical records from Carmen Avenue Veterinary Hospital (hereinafter referred to as "Carmen Avenue"), Central Veterinary Associates (hereinafter referred to as "Central Veterinary"), Sunrise Animal Hospital (hereinafter referred to as "Sunrise") and West Hills Animal Hospital (hereinafter referred to as "West Hills") from 2016 to the present, the NYAG found at least 373 instances of ill animals.

30. Central Veterinary's veterinary medical records revealed that many of the puppies sold by Shake-A-Paw were seriously ill with parasites, kennel cough, upper respiratory infections, parvovirus and pneumonia. In reviewing the 70 records from Central Veterinary, at least 38% of the Shake-A-Paw puppies treated at Central Veterinary were diagnosed with parasites, 22% with kennel cough and

ITB, 43% with upper respiratory infections, and some puppies also were diagnosed with pneumonia and parvovirus. The Central Veterinary records also showed that the puppies displayed visible signs of illnesses, such as coughing, sneezing, diarrhea, bloody stool, and vomiting. One of the vets from Central Veterinary testified that he treated an unusually high volume of puppies from Shake-A-Paw that were seriously ill, in numbers so alarming that he felt compelled to discontinue his contractual arrangement with Shake-A-Paw due to ethical concerns on his part.

31. Numerous veterinary medical records subpoenaed from West Hills also revealed that puppies brought in by Shake-A-Paw customers were in poor health. At least 52 Shake-A-Paw puppies treated at West Hills Animal Hospital were seriously ill and/or hospitalized. Many of the puppies treated at West Hills were diagnosed with pneumonia, kennel cough, parvovirus, upper respiratory infection and parasites. Several of the puppies treated at West Hills also were diagnosed with congenital defects. Numerous puppies were hospitalized on an emergency basis and admitted to the intensive care unit for several days. At least six of the puppies being treated at West Hills succumbed to their illnesses that could have been easily treatable or prevented.

32. Shockingly, the same extensive pattern of seriously ill Shake-A-Paw puppies presenting for treatment soon after their purchase by customers was also observed in the subpoenaed veterinary records from Sunrise Animal Hospital. The subpoenaed veterinary records showed that at least 251 sick puppies were seen at Sunrise. The Shake-A-Paw puppies treated by Sunrise vets suffered the same

symptoms of illnesses, including, but not limited to, loss of appetite and balance, bloody mucus and stool, diarrhea, coughing, eye and nasal discharge, gagging, incontinence, lethargy, limping, sneezing, and vomiting. In reviewing the Sunrise records, at least 33% of the puppies that were purchased from Shake-A-Paw were treated for parasites, and at least 38% and 19% of the Shake-A-Paw puppies had diarrhea and blood in their stool, respectively.

33. Out of the three hundred and ninety-five (395) total veterinary medical records received from Carmen Avenue Veterinary Associates, Central Veterinary Associates, Sunrise Animal Hospital and West Hills Animal Hospital and the sworn consumer complaints, sixty-three percent (63%) of the puppies purchased from Shake-A-Paw presented with a coughing, sneezing, an upper respiratory infection and/or breathing problems. Nine percent (9%) of the puppies were diagnosed with pneumonia. Thirty-seven percent (37%) of the Shake-A-Paw animals whose records the NYAG reviewed were infected with parasites, such as giardia and coccidia.

34. These three veterinary hospitals treated an outrageously high volume of seriously ill puppies that had been purchased by customers at Shake-A-Paw. Despite the health certificates issued by Shake-A-Paw vets and Respondents' representations and guarantees to customers prior to sale that Shake-A-Paw puppies were in good health, many independent veterinarians diagnosed Shake-A-Paw animals as being very ill within days or weeks after their purchase (with some puppies even being diagnosed with an illness the day of sale) and found that the animals were unfit for sale. Shake-A-Paw sold approximately 62% percent of its sick

animals within seven days after Shake-A-Paw vets had certified the animals fit for sale.

35. Shake-A-Paw vets issued forty-eight fit for sale certificates one to five days prior to the sales of puppies who were visibly ill. When some of these obviously ill puppies were then brought to vets recommended by Respondents for treatments, some of those vets issued “unfit for purchase due to illness” certificates for the puppies.

**(ii) Respondents Failed to Provide Refunds Pursuant to State Law**

36. In New York State, all sales of dogs and cats by a pet dealer are statutorily warranted under GBL § 753, commonly referred to as the Pet Lemon Law.

37. Pursuant to the Pet Lemon Law, if, within fourteen (14) business days following the purchase, a licensed veterinarian of the customer’s choosing certifies that the dog or cat was unfit for sale due to illness, congenital defect adversely affecting the health of the animal, or symptoms of a contagious disease, or if within one hundred eighty calendar days following the sale such animal is unfit for purchase due to a congenital malformation which adversely affects the health of the animal, the pet dealer must give the customer the right to choose one of three options:

- i. The right to return the animal for a full refund, plus reimbursement for reasonable veterinarian expenses incurred in the diagnosis that rendered the animal unfit for sale;
- ii. The right to exchange the animal for one of the customer’s choosing with equivalent value, plus reimbursement of the same reasonable veterinarian expenses; or
- iii. The right to keep the animal and receive reimbursement for the

reasonable veterinarian expenses necessary to treat the animal's ailments, up to the purchase price of the animal.

The Pet Lemon Law requires the customer to produce the veterinarian certification to the pet dealer within three business days of receiving the certification, and the pet dealer must provide the customer's refund or reimbursement within ten business days of receiving the veterinary certification of unfitness.

38. In some instances, Shake-A-Paw customers incurred extensive veterinary bills ranging from \$300 to over \$6000 in trying to nurse newly purchased sick animals back to health.

39. Respondents were generally uncooperative when customers sought refunds or reimbursements for veterinary bills, or to return sick dogs. Customers reported having been hung up on by Shake-A-Paw employees, given the run around for weeks, and told they were not entitled to any reimbursement. The owners failed to return the calls of customers seeking refunds. In many instances, Shake-A-Paw refused to accept the return of the dogs, or to provide refunds. For example, consumer Stacy Schenone reported the following to the NYAG:

Stacey Schenone purchased a puppy on October 10, 2020 for \$8,145.79. Two days later, the puppy had a runny nose, diarrhea, was lethargic and stopped eating. A veterinary visit on October 19 revealed the puppy had an upper respiratory infection (and a subsequent visit revealed that the puppy also had giardia and kennel cough). She contacted Respondents on October 20 seeking reimbursement of the purchase price and veterinary expenses, and then again on October 23 as she had been directed by the Respondents to put her request for reimbursement in writing. To date, Ms. Schenone has spent \$2,049.61 in veterinary expenses having her puppy treated for all of her illnesses. Respondents never issued Stacy Schenone a refund for the purchase price of her puppy and only reimbursed her \$401 for the veterinary expenses.

40. In some cases, when consumers were unable to obtain relief by contacting Respondents, they pursued litigation. Some consumers were only able to obtain statutorily required reimbursement by bringing an action against Respondents in Small Claims Court.

41. Respondents routinely and deliberately minimized the severity of the sick dogs' symptoms, or blamed the dogs' illnesses on the consumers, to avoid issuing refunds or reimbursements, or taking the animals back.

42. Respondents repeatedly failed to honor their own money back guarantees. In some instances, the owners stated that they would refund medical expenses up to the purchase price of the puppies, but then failed to honor their promises.

43. Respondents required that customers take their sick puppies to one of Respondents' veterinarians. When customers failed to do so, Respondents cited this as a basis to deny reimbursement. In fact, Respondents admonished customers who had used their own veterinarians instead of the Respondents' vets. In many cases when customers did bring their sick puppies to veterinarians recommended by Shake-A-Paw, some of those veterinarians failed to diagnose any illness. It was not until customers went to independent veterinarians that they learned that their puppies were sick and had been unfit for sale at the time of purchase.

44. Respondents routinely refused to fully refund veterinarian costs or to provide a refund to customers who discovered congenital life-threatening defects within 180 days of purchase.

45. Respondents' failure to provide refunds violated General Business Law § 753, New York's Pet Lemon Law, which requires a pet dealer to provide refunds to customers who secure a certification from a state licensed veterinarian indicating the animal was unfit for purchase within fourteen days of purchase.

**(iii) Respondents' Contract Fraudulently Misstates the Law**

46. GBL § 754 explicitly states that "no pet dealer shall restrict or diminish by contract or otherwise the rights provided under this article." In violation of GBL § 754, Respondents' contracts fraudulently misstate the Pet Lemon Law and impermissibly limit customers' relief under the law:

As per NYS Law, the maximum of any veterinary bills to be paid by Shake-A-Paw is limited to the purchase price of your puppy/kitten. In the event your puppy/kitten needs medical care or hospitalization, please call the store or one of the above listed Animal Hospitals immediately. This is recommended in order to minimize the likelihood of your having to pay exorbitant veterinary fees.

47. Respondents' contract provides customers with a "GUARANTEE." This guarantee, however, is only applicable if the pet is examined by one of Respondents' veterinarians. Furthermore, in violation of the Pet Lemon Law, the Respondents' contract specifies that if a pet is diagnosed with hip dysplasia, a congenital defect, within 1 year, customers have two options:

(a)The customer may return the animal and receive another animal of equal value, or (b) the customer may keep the animal and Shake-A-Paw will pay up to one-half the purchase price of the animal, towards the cost of surgery, if surgery is required. Note that this refund will not exceed one-half the purchase price of the animal, regardless of cost of surgery. Furthermore, Shake-A-Paw will get a second opinion at its own expense and their option.



48. Respondents' guarantee also states that "if your puppy/kitten should prematurely die, or its health be severely affected due to any problem of congenital origin, then another animal of equivalent value shall be offered as a replacement. No cash refunds are offered under this guarantee."

49. Finally, Respondents' contract states that all sales are final and puppies "are not returnable except as stated in the Shake-A-Paw guarantee." This, too, violates the Pet Lemon Law

50. Nowhere in Respondents' contracts are the provisions of the Pet Lemon Law fully set forth. Rather, Respondents' contracts limit consumers' rights in violation of the Pet Lemon Law by limiting the veterinarian that consumers may choose, offering another animal as a replacement rather than a refund, offering a cash refund for half the price of the animal, and misstating that all sales of puppies are final and non-returnable except for the reasons identified in their contract.

51. Respondents repeatedly failed to honor their own money back guarantee and failed to provide refunds to customers who returned within fourteen business days with a veterinarian's certification designating the pet they bought as unfit for purchase. Respondents also failed to give at least one customer her money back even though she gave them a veterinarian certificate documenting her puppy's congenital disease.

**(iii) Respondents Misrepresented the Source of Their Puppies**

52. Upon information and belief, Respondents fail to disclose to their customers that they acquire many of their puppies from large-scale, for-profit commercial puppy breeders, commonly referred to as “puppy mills.” Hiding from consumers that puppies have been sourced from puppy mills, which is part of a practice called “puppy laundering.”

53. Puppy laundering is the purposeful concealing from consumers and law enforcement the true source of puppies. Retail pet stores, their employees, brokers, and other actors may deceptively obscure the source of puppies they sell to sidestep and deceptively dispel consumers’ concerns about buying dogs bred in puppy mills.

54. As part of the process of puppy laundering, Respondents made generalized representations about the breeders from which they sourced puppies, as well as the quality, condition, breed, or lineage of the puppies they sold in order to obscure the identity of the breeders they used, as well as to hide any animal welfare violations by those breeder and to avoid other unwanted attention to information that they wished to keep hidden from consumers.

55. Contrary to Respondents representations, they sold puppies at the Shake-A-Paw stores that were bred in puppy mills. Puppies bred in puppy mills are kept in facilities that have little if any regard for the welfare of the animals. The puppies are subjected to inadequate housing, shelter, staffing, nutrition, socialization, sanitation, exercise, veterinary care and/or inappropriate breeding, and as a result, many of these puppy mill puppies suffer from illnesses, including

congenital conditions. The most common illnesses and congenital conditions that these puppies suffer from include: intestinal parasites, giardia, bronchial infections, pneumonia, parvovirus, patellar luxation, cryptorchidism, portosystemic shunts, hip dysplasia, heart murmurs, demodicosis, and brachycephalic syndrome, etc. Many of the puppies born in puppy mills die at a young age. A high volume of puppies sold at Shake-A-Paw stores were found to have suffered from many of these illnesses and some of them succumbed to their illnesses within a short time after they were sold to consumers.

56. Respondents' website deceptively represented that they "work with the most trusted breeders nationwide and handpick the best of the bunch" and "[a]t Shake-A-Paw, ... are committed to providing the highest quality puppies at affordable prices, and with over 30 years of experience, we have established relationships with the most respected breeders across the country."

57. Yet, voluminous Certificates of Veterinary Inspections (CVIs) obtained from various states' agricultural departments -- which show the movement of animals within a state, between states or internationally -- show that thousands of out-of-state puppies were shipped from large scale puppy mills to both Shake-A-Paw store locations. At least 2,057 puppies from known puppy mills were transported to Shake-A-Paw stores, from 2016 to the present.

58. Shake-A-Paw consumers are completely unaware that Shake-A-Paw has established business relationships with numerous well-known puppy mills across the country. Shake-A-Paw has supported inhumane breeders on countless occasions.

To obscure the source of their puppies and mislead consumers, Respondents often do not list the full names of breeders on the GBL § 753-B Notice given to consumers.

59. The breeders from which Respondents source their puppies are not all trusted, reputable breeders. Instead, some are known puppy mills or problematic mills. The Humane Society of the United States (HSUS) issues annual reports of the most problematic pet breeders and brokers in the country. Several problematic breeders and brokers from which Shake-A-Paw sourced had egregious violations on inspection reports, were the subject of law enforcement investigations and/or litigation or were repeat offenders who had previously appeared in one or more of HSUS's prior reports on puppy mills. One such breeder, Precious Pups, has repeatedly been on the Humane Society's "Horrible Hundred" report. <https://www.humanesociety.org/horrible-hundred>.

60. Another breeder, Choice Puppies, Inc. (formerly The Hunte Corporation) located at 121 N. Royhill Boulevard, Goodman, Missouri, is believed to be the largest puppy mill broker in the country. Upon information and belief, the owner of Choice Puppies, Inc. also operates a large scale, commercial puppy mill known as Select Puppies, in West Point, Iowa. From 2019 to 2020, Shake-A-Paw has sourced a minimum of 604 puppies from Select Puppies. The owner of Select Puppies had previously, after a federal inspection, been the subject of two egregious violations for purchasing approximately 518 animals from unlicensed "hobby breeders" and doing business as a dealer without a USDA license, and had a prior USDA license for another pet breeding company cancelled. In addition, upon information and belief,

Select Puppies is involved in a lawsuit by a not-for-profit rescue against a Missouri-based pet rescue for allegedly, among other things, operating a fake rescue where they broker the sale of mill puppies from Select Puppies to pet retail stores. (*Petconnect Rescue, Inc. v. Salinas*, Case No. 20-cv-00527 (Dist. Ct. S.D. California Apr. 6, 2020). <https://www.humanesociety.org/sites/default/files/docs/puppy-broker-dealers-factsheet.pdf>.

61. Respondents have also sourced puppies from Blue Ribbon Puppies, a puppy mill in Indiana, that has appeared on the Humane Society's Horrible One Hundred list. Blue Ribbon transported at least 517 mill puppies to Shake-A-Paw, from 2018 through 2021. In 114 consumer records produced by Respondents to the NYAG and 99 consumer complaints received by the OAG, not once is "Choice Puppies" or "Blue Ribbon Puppies" identified as the "breeder" on consumers' contracts. <https://www.humanesociety.org/sites/default/files/docs/2019-Horrible-Hundred.pdf>

62. Additionally, Respondents also imported puppies for their Shake-A-Paw stores from Angela Kochs, of Niangua, Missouri, listed as the operator of one of the worst puppy mills in the country. <https://www.humanesociety.org/sites/default/files/docs/101-problem-puppy-mills.pdf>.

Angela Kochs opened and cancelled three different licenses with the United States Department of Agriculture and was cited for failing to provide adequate veterinary care in 2018. Several Shake-A-Paw puppies that were sourced from the puppy mill breeder Angela Kochs were diagnosed with pneumonia and parasites within days

after purchase, and one of the puppies that had to be hospitalized and admitted to the intensive care unit, succumbed to his illnesses.

63. Respondents also sourced puppies from Daniel Gingerich, a known Iowa puppy mill breeder who was indicted by the US Department of Justice for failing to provide adequate veterinary care to his dogs, and who subsequently entered into a Consent Decree permanently barring him from selling, breeding or brokering dogs (*United States v. Daniel Gingerich*, Case No. 4:21-cv-00283 (Dist. Ct. S.D. Iowa Sept. 28, 2021)). Numerous Certificates of Veterinary Inspection issued by the Iowa Department of Agriculture and Land Stewardship show that Gingerich shipped no less than 20 puppies to both Shake-A-Paw stores in 2020. Nowhere in the records produced by the Respondents to the NYAG do they identify the puppy mill breeder Gingerich as a breeder on their consumers' contracts.

64. Moreover, Respondents transported puppies from other pet breeders and brokers that have been identified as being affiliated with known puppy mills, including, just to name a few, the Steffensmeiers, Gealea Nichols, J.A.K.'s Puppies, Inc., K&E Kennels, Tiffanie's LLC and Creek Side Kennel. The Steffensmeiers, who operate several mill kennels in Salem and West Point, Iowa, have collectively shipped at least 419 out-of-state mill puppies to both Shake-A-Paw stores, from 2018 through 2019. Upon information and belief, the Steffensmeiers have a history of federal violations. David Steffensmeier was the registered agent for Jeanne's Gems, a USDA broker whose license was cancelled in 2019, located in West Point, Iowa. The Steffensmeiers have had several USDA breeder licenses cancelled. Gina and Mark

Steffensmeier dba M G Cattle Inc in Iowa are active USDA licensed commercial dog brokers with a history of federal violations including a dog dying as a result of fighting with two of the other dogs housed in the same enclosure, chewed walls and doors of dog houses and dogs with severe dental and eyes issues. Mark Steffensmeier previously had a USDA breeder and then a USDA broker license, both now cancelled. T&C Steffensmeier or Tom and Carla Steffensmeier are USDA licensed breeders in West Point, IA. Tom Steffensmeier had a USDA breeder license at the same address, cancelled in 2009. At the time of their last USDA inspection in February of 2020, there were 319 dogs on the property.

65. Upon information and belief, another Iowa breeder Gealea Nichols transported at least 322 mill puppies to Shake-A-Paw. Gealea Nichols is a former USDA licensed dog broker whose licensed is cancelled as of 2020 and was a former USDA licensed breeder cancelled in 2016. Nichols' former address is the same address currently used by Brian Lichirie, a major USDA commercial dog broker with over 550 dogs who also supplied Shake-A-Paw with puppies. Nichols' DBA was also affiliated with Jake Kruse, the operator of K&E Kennel and the nephew of Steve Kruses' nephew, a USDA licensed breeder in Iowa. Upon information and belief, Steve Kruse is a notorious commercial dog broker and breeder, with a 20-year long and sordid history of federal violations. Most recently, Steve Kruse sold hundreds of dogs to Daniel Gingerich, a former USDA dog breeder who recently surrendered more than 500 dogs to the Department of Justice.

66. Shake-A-Paw also did business with Rebecca Eiler, the operator of Creek Side Kennel, in Oberlin, Kansas. Eiler was found with more than 400 dogs and cited by state inspectors for housing violations and small wire cages so short that the dogs' heads were touching the tops of their wire pens. From 2019 to 2021, Creek Side Kennel transported at least 25 puppies to Shake-A-Paw.

67. Similarly, our investigation found that J.A.K.'s Puppies, Inc shipped a minimum of 50 puppies to Shake-A-Paw, in 2019 and 2020. J.A.K.'s Puppies, owned by Jake Kruse, is one of the largest USDA licensed puppy brokers in the country and, along with another IA based business, was sued by the Iowa Attorney General for illegally transferring hundreds of designer puppies through sham Iowa non-profit "rescues" to out-of-state pet shops and entered into a Consent Judgment.

68. Also, uncovered during the investigation were shipping records between Tiffanie's LLC and Shake-A-Paw. From 2018 through 2021, Tiffanies shipped at least 61 mill puppies to Shake-A-Paw. Tiffanie's LLC is a Missouri USDA licensed broker and breeder with federal and state violations of animal care standards. A state inspector found that 35 puppies had died at her facility, including several from Parvovirus, without receiving any veterinarian care. The investigative findings clearly show that Respondents established business relationships with and sourced puppies from problematic breeders and brokers across the country, while deceptively hiding the information from consumers and from law enforcement.



**FIRST CAUSE OF ACTION  
PURSUANT TO EXECUTIVE LAW § 63(12) –  
FRAUD**

69. Petitioners repeat and re-allege allegations 1 through 68 of the Verified Petition.

70. Executive Law § 63(12) prohibits repeated fraudulent acts or persistent fraud in the carrying on, conducting or transaction of business.

71. As set forth above, the Respondents engaged in repeated and persistent fraudulent conduct in violation of Executive Law § 63(12).

**SECOND CAUSE OF ACTION  
PURSUANT TO EXECUTIVE LAW § 63(12):  
VIOLATION OF GBL § 350 – FALSE ADVERTISING**

72. Petitioners repeat and re-allege paragraphs 1 through 68 as if fully set forth herein.

73. GBL § 350 declares unlawful any false advertising in the conduct of business, trade or commerce in the State of New York.

74. As set forth above, the Respondents engaged in repeated and persistent false advertising in violation of GBL § 350.

75. The Respondents' violations of GBL § 350 constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**THIRD CAUSE OF ACTION  
PURSUANT TO EXECUTIVE LAW § 63(12) -  
VIOLATION OF GBL § 349 – DECEPTIVE PRACTICES**

76. Petitioners repeat and re-allege paragraphs 1 through 68 as if fully set forth herein.

77. GBL § 349 declares it unlawful to engage in deceptive acts or practices in the conduct of business, trade or commerce or in the furnishing of any services in the State of New York.

78. As set forth above, the Respondents engaged in repeated and persistent deceptive acts and practices in violation of GBL § 349.

79. The violations of GBL § 349 by the Respondents constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**FOURTH CAUSE OF ACTION  
PURSUANT TO EXECUTIVE LAW § 63(12)  
VIOLATIONS OF ARTICLE 35-D  
OF THE GBL §§ 753 - 755**

80. Petitioners repeat and re-allege paragraphs 1 through 68 as if fully set forth herein.

81. Article 35-D of the GBL, commonly referred to as the Pet Lemon Law, requires pet dealers to guarantee the good health of the animals they sell. Section 753 provides remedies to consumers who purchase an animal that is unfit for purchase due to illness, a congenital malformation which adversely affects the health of the animal, or the presence of symptoms of a contagious or infectious disease.

82. In violation of Article 35-D, Respondents have sold animals that are unfit for purchase and have failed to honor consumers' rights to obtain redress under the law.

83. Furthermore, Section 753-b of the GBL requires a pet dealer, at the time of sale, to provide the purchaser with a written statement disclosing information including the source of the dog, the date of the dog's birth and the date the dealer received the dog, the breed, sex, color and identifying marks at the time of sale, a record of inoculations and worming treatments administered, a signed statement indicating that the dog has no known disease or illness, or congenital or hereditary condition that adversely affects its health, or a record disclosing such condition. It also requires the dealer to post a notice stating that information on the source of the dogs and the veterinary treatments received is available for review. Section 754 requires that a pet dealer post a notice and provide consumers at the time of sale with a written notice setting forth the consumers' rights under the Pet Lemon Law.

84. Consumers who purchased dogs from Respondents did not receive the appropriate documentation required under sections 753 and 754.

85. In addition, section 753-c requires any pet dealer who states, promises or represents that an animal is registered or capable of registration to provide the appropriate documents necessary for such registration, and to make specified disclosures to consumers regarding the registration. Respondents have failed to fully comply with section 753-c.

86. As set forth above, the Respondents engaged in repeated and persistent illegal conduct in violation of Article 35-D of the GBL.

87. As a consequence, Respondents engaged in repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**FIFTH CAUSE OF ACTION  
PURSUANT TO EXECUTIVE LAW § 63(12)  
VIOLATION OF ARTICLE 26-A OF THE  
AGRICULTURE & MARKETS LAW**

88. Petitioner repeats and re-allege paragraphs 1 through 68 as if fully set forth herein.

89. Pursuant to Article 26-A of the Agriculture & Markets Law, Respondents were required to handle animals in a humane manner so as not to cause the animal physical injury or harm.

90. By failing to comply with minimum standards of care, which include handling puppies in a manner which could cause physical injury or harm, Respondents have repeatedly and persistently violated Agriculture & Markets Law § 401.

91. Respondents' violations of Agriculture & Markets Law § 401 constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**PRAYER FOR RELIEF**

**WHEREFORE**, Petitioners respectfully request that this Court grant relief pursuant to Executive Law § 63(12), GBL Articles 22-A and 35-D, and AML Article 26-A against Respondents by issuing an order and judgment as follows:

1. permanently enjoining Respondents, their employees, agents, successors, heirs and assigns, directly or indirectly, from engaging in the deceptive, fraudulent and illegal acts and practices alleged herein;

2. permanently enjoining Respondents, their employees, agents, successors, heirs and assigns from operating, promoting or participating in any business, directly or indirectly, relating to the selling, breeding, training, boarding or care of animals or relating to animals in any way in the State of New York;

3. directing Respondents to provide Petitioners with a financial accounting with the names, addresses, telephone numbers and the amount of money received for each retail puppy sale from January 1, 2016 until present;

4. permanently enjoining Respondents from directly or indirectly destroying or disposing of any records pertaining to their businesses;

5. directing Respondents to pay restitution and damages to customers, known and unknown, injured by Respondents' deceptive, illegal and fraudulent conduct;

6. directing Respondents to pay a civil penalty in the sum of \$1,000.00 to the State of New York for each instance of violation of GBL Article 35-D, pursuant to § 755;

7. directing Respondents to pay a civil penalty in the sum of \$1,000.00 to the State of New York for each instance of violation of AML § 402, pursuant to § 406;

8. directing Respondents to pay a civil penalty in the sum of \$5,000.00 to the State of New York for each instance of violation of GBL Article 22-A, pursuant to GBL § 350-d;

9. awarding Petitioners \$2,000.00 in costs against Respondents pursuant to Civil Practice Law and Rules § 8303(a)(6);

10. directing Respondents to notify Petitioners of any change of address within five days of such change; and

11. granting Petitioners such other and further relief as this court finds just and proper.

Dated: Mineola, New York  
December 16, 2021

LETITIA JAMES  
Attorney General of the State of New York  
Attorney for Petitioners

By:



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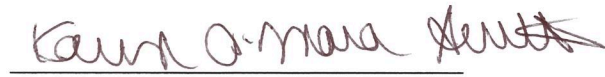
**VERIFICATION**

STATE OF NEW YORK     )  
                                  ss.:  
COUNTY OF NASSAU     )

Valerie Singleton, being duly sworn, deposes and says: She is an Assistant Attorney General in the office of Letitia James, Attorney General of the State of New York, and is duly authorized to make this verification. She has read the foregoing petition and knows the contents thereof, and the same is true to her own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters she believes them to be true. The reason this verification is not made by Petitioners is that Petitioners are a body politic. The Attorney General is their statutory representative.

  
\_\_\_\_\_  
Valerie Singleton

Sworn to before me this  
16<sup>th</sup> day of December, 2021

  
\_\_\_\_\_  
Notary Public

Karen Elizabeth O'Mara Swett  
NOTARY PUBLIC, STATE OF NEW YORK  
COUNTY OF NASSAU  
Commission No.: 010M6319576  
Commission Expires: 02/23/ 2023