

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA
CIVIL DIVISION**

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

v.

Case Number:

HOOF'S PETS, INC.,
d/b/a Petland Orlando East, a/k/a
Petland Waterford Lakes;

GEOFFREY M. HOOFNAGLE,
a/k/a Geoff M. Hoofnagle, individually
and as an owner and director
of HOOF'S PETS, INC.; and

BEN W. HOOFNAGLE, individually
and as an owner and director
of HOOF'S PETS, INC.,

Defendants.

**COMPLAINT FOR RESTITUTION, CIVIL PENALTIES, AND
OTHER STATUTORY AND EQUITABLE RELIEF**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the "Attorney General"), brings this action under the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2019) (referred to herein as "the FDUTPA"), against Defendants Hoof's Pets, Inc., a Florida Profit Corporation, doing business as Petland Orlando East and Petland Waterford Lakes (referred to herein as "Petland"); Geoffrey M. Hoofnagle, a/k/a Geoff M. Hoofnagle, individually and as co-owner and director of Petland (referred to herein as "Geoff Hoofnagle"); and Ben W. Hoofnagle, individually and as co-owner and director of Petland (referred to herein as "Ben Hoofnagle") (all collectively referred to herein as "Defendants"), and

alleges the following:

JURISDICTION AND VENUE

1. The Court has subject matter jurisdiction pursuant to the provisions of the FDUTPA, as well as Section 26.012, Florida Statutes. The Attorney General seeks relief in an amount greater than Thirty Thousand Dollars (\$30,000.00), exclusive of interest, costs, and attorney's fees.

2. The statutory violations alleged herein occur in or affect more than one judicial circuit of the State of Florida, including the Ninth Judicial Circuit in and for Orange County.

3. The statutory violations have affected at least one Florida consumer.

4. Defendants conducted business and received monies in Orange County, Florida from consumers who reside in Orange, Osceola, Polk, Leon, Brevard, and Seminole Counties, Florida. The principal place of business for Defendant Petland is in Orange County, the Defendants Geoff Hoofnagle and Ben Hoofnagle reside in Orange County, the veterinarian certificates issued to the affected consumers were issued in Orange County, and statutory violations alleged herein occurred in Orange County. Therefore, venue is proper in the Ninth Judicial Circuit, in and for Orange and Osceola Counties, Florida, pursuant to Sections 47.011 and 47.051, Florida Statutes.

5. Pursuant to Sections 95.11(3) and 501.207(5), Florida Statutes, the acts, practices, occurrences, transactions, and statutory violations upon which this Complaint is based occurred within four (4) years of the filing of this Complaint.

PLAINTIFF

6. The Attorney General is the "enforcing authority" under the FDUTPA pursuant to Section 501.203(2), Florida Statutes and is authorized to bring this action and seek to obtain legal, equitable or other appropriate relief, including, but not limited to, temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, consumer restitution, the refund

of monies paid, the appointment of a receiver, disgorgement of ill-gotten monies, civil penalties, attorney's fees, reimbursement of costs for Defendants' acts or practices in violation of the FDUTPA, and other statutory relief for Defendants' acts or practices as may be appropriate pursuant to Sections 501.204, 501.207, 501.2075, 501.2077, and 501.2105, Florida Statutes.

7. Pursuant to Section 501.207(2), Florida Statutes, the Attorney General has conducted an investigation, and the head of the enforcing authority, Attorney General Ashley Moody, has determined that an enforcement action serves the public interest pursuant to Section 501.207(2), Florida Statutes.

DEFENDANTS

8. Hoof's Pets, Inc. is a Florida for profit corporation with a principal address of 453 N. Alafaya Trail, Orlando, Orange County, Florida 32828. Hoof's Pets, Inc. transacts or transacted business in Florida under the fictitious business names of Petland Orlando East and Petland Waterford Lakes.

9. Defendant Geoff Hoofnagle, in connection with the matters alleged herein, incorporated Hoof's Pets, Inc., and is a member, manager, or owner of Hoof's Pets, Inc. In addition to being a member, manager, or owner of Hoof's Pets, Inc., Defendant Geoff Hoofnagle, on reasonable information and belief, controls Petland's bank accounts. Defendant Geoff Hoofnagle resides in Orlando, Orange County, Florida and, in connection with the matters alleged herein, transacts or has transacted business in Florida.

10. Defendant Ben Hoofnagle, in connection with the matters alleged herein, incorporated Hoof's Pets, Inc., and is a member, manager, or owner of Hoof's Pets, Inc. Defendant Ben Hoofnagle resides in Orlando, Orange County, Florida and, in connection with the matters alleged herein, transacts or has transacted business in Florida.

11. Defendant Geoff Hoofnagle registered Petland Orlando East, Inc., as a corporation with the Florida Department of State, Division of Corporations, on November 22, 2005.

12. On or about January 23, 2009, Defendant Geoff Hoofnagle filed Articles of Amendment to the Articles of Incorporation of Petland Orlando East, Inc., changing the corporate name to “Hoof’s Pets, Inc.”

13. Since November 22, 2005, Defendants Geoff Hoofnagle and Ben Hoofnagle have been, and continue to be, owners and current directors of Defendant Petland. At all times material to this Complaint, acting alone or in concert with others, Defendants Geoff Hoofnagle and Ben Hoofnagle formulated, directed, controlled, had the authority to control, and directly participated in the unfair and deceptive acts and practices of Petland as set forth in this Complaint.

DEFENDANTS’ BUSINESS PRACTICES

14. Defendant Petland is a high-volume pet store owned as a franchise by Defendants Geoff Hoofnagle and Ben Hoofnagle in Orange County, Florida. The Defendants used internet advertising on their own website and in-store salespeople to represent to consumers that the puppies they sell are high quality, healthy, bred by United States Department of Agriculture (“USDA”) licensed breeders, are registered or registrable with the American Kennel Club (“AKC”), and have warranties against illness, disorders, or dying after purchase.

15. According to Defendants’ website, they urge consumers to “Find Your **Perfect Puppy**” (emphasis original) under the representation that “Petland pets make life better!” These representations appealed to consumers who, in reliance on the Defendants’ representations, expected to purchase and bring healthy puppies home to their families. Instead, soon after purchase and bringing their puppies home, consumers discovered their puppies were seriously ill or had disorders. In some instances the consumers’ puppies died.

16. The Attorney General conducted an investigation into the Defendants' business practices after receiving consumer complaints about the Defendants selling sick and disordered puppies to consumers.

17. According to the complaints received by the Attorney General, out of nineteen puppies, six died from contagious illnesses or a genetic or hereditary disorder soon after sale, six were determined to be unfit for purchase by licensed veterinarians, five had congenital or hereditary disorders, and three were not the represented breed or breed quality desired.

18. At the time of purchase, the puppies were sold to their new families with illnesses including canine parvovirus, canine coronavirus, giardia, coccidia, bacterial pneumonia, and intussusception, as well as congenital and hereditary disorders including eye defects, blindness, different sized lungs, tricuspid valve dysplasia, congenital megaesophagus, hemivertebrae, hip dysplasia, coxofemoral subluxation, and luxating patella.

19. The Attorney General's investigation revealed the Defendants engaged in a scheme to misrepresent and sell to consumers sick and disordered puppies through a sales pitch that lead consumers to believe that all of Defendants' puppies are high-quality and healthy, when in fact many were not.

20. In one instance, two consumers asked the Defendants' employee in the store why a puppy they were interested in was vomiting while on display, the Defendants' employee represented to the consumers that the puppy was "nervous," "excited" to see the consumers, and the vomiting was "normal behavior."

21. Specifically, the Defendants represent on their website the images of the puppies that are for sale and represent that they have "The Highest Breeder Requirements" stating:

Our breeders are required to obtain a license from the U.S. Department of Agriculture's (USDA) Animal and Plant Health

Inspection Service (APHIS). **APHIS inspectors from the Animal Care division conduct unannounced compliance inspections to ensure that the animals receive good care and treatment. We require our breeders to go above and beyond these strictly enforced standards.** (emphasis original)

22. In fact, what the Defendants do not disclose to consumers is that they acquire a large number of their puppies from large-scale, for-profit commercial puppy brokers (e.g., JAK’S Puppies¹, Blue Ribbon Puppies, QD Kennels, etc.) and breeders from outside of the state of Florida. *See Iowa Attorney General Petition in Equity against Hobo K9 Rescue, et. al.*, marked as Plaintiff’s Exhibit “A.” Upon reasonable information and belief, at least one of these commercial puppy brokers allegedly acquired the puppies through other large-scale, for-profit puppy breeders in other states, commonly referred to as “puppy mills,” as part of a practice called “puppy laundering.”

23. Puppy laundering is the purposeful masking of the source of merchandise puppies from consumers and law enforcement. Actors, including, but not limited to, retail pet stores, their employees, and brokers, may obscure the source of merchandise puppies deceptively to preempt consumers’ concerns about buying dogs bred within puppy mills. Puppy laundering inherently entails misinformed or uninformed purchases by consumers, and unavoidable injuries stemming from lying to consumers – overtly or by deliberate omission – about the source and condition of the puppy.

24. Part of the puppy laundering process involves the Defendants making generalized

¹ On March 19, 2019, the Iowa Attorney General’s Office (“Iowa OAG”) filed a Petition in Equity in Polk County, Iowa (Case number 05771 EQCE084294 (POLK)) against Hobo K9 Rescue, Rescue Pets Iowa Corp., JAK’S Puppies, Inc., Jolyn K. Noethe, Kimberly K. Dolphin, Megan Peterson, and Russell Kirk for deceptive and unfair practices violating Iowa’s Consumer Fraud Act (Iowa Code Sections 714.(2)(a), (1)(f), and (1)(n)). The Iowa OAG’s investigation revealed that a majority, if not all, of JAK’S Puppies were bred outside the State of Iowa. The Iowa OAG investigation revealed that the owners of JAK’S Puppies created the sham charities Hobo K9 Rescue and Rescue Pets Iowa Corp., to which they received at least 1,290 puppies from JAK’S Puppies as “rescue puppies,” which were transferred or consigned to other entities in eight other states, including Florida. The Iowa OAG discovered that the Defendants in the Iowa OAG case charged extravagant for-profit sum fees (e.g., \$3,599.00 for each “rescue puppy”), and then funnel back monies to JAK’S Puppies to cover procurement fees in laundering the puppies through the State of Iowa as “rescue puppies.” The Defendants in the instant case got a substantial number of puppies it sold from JAK’S Puppies during the pendency of the Iowa OAG investigation and the Florida Office of the Attorney General investigation.

representations about the breeders, and the quality, condition, breed, or lineage of the puppies they sell to obscure the identity of the breeders used by the Defendants, as well as any animal welfare violations or other unwanted attention they wish to keep hidden from consumers who are contemplating the purchase of a puppy. Defendants use the assertions mentioned above to lure consumers into believing and trusting the Defendants' representations that their puppies are of superior breeding, health, and quality to justify exorbitant prices for a puppy that actually has a disorder or an illness, many of which are fatal to the puppy or make the puppy unfit for purchase. It is not until after the consumer purchases the Defendants' puppy that the Defendants disclose the name of the breeder of the puppy and leave the consumer to discover the facts about the puppy, its ailments, and its breeder.

25. In many instances, Defendants paid the breeder or broker \$225.00 or more per puppy and then sold each puppy, whether the puppy was sick or not, bundled with hundreds of dollars of unwanted additional goods and services, for between \$1,500.00 to over \$9,000.00 to misinformed consumers. The unwanted additional goods and services include, but are not limited to, vitamins, Nutra drops, skin and coat conditioner, an AKC Prime Warranty and ID Chip enrollment, training pads, stain and odor remover, dental chews, chew deterrent spray, tearless puppy shampoo, a water bottle, poochie bells, heartbeat pillow, crate, dog bowl, treats, dog toy, dog leash, dog collar, dog harness, dog bed, flea and tick 3 pack, sold as Defendants' "Puppy For A Lifetime Kit," and "Puppy Training Kit" along with the Defendants' "Dog Training Package" and "VIP Vet Package." The Defendants required the consumer to buy the above described additional unwanted goods and services with the puppy.

26. In several instances, different consumers asked the Defendants' employees why the puppies were so expensive, and the Defendants' employees represented to the consumers that the

Defendants charged more because the puppies were of higher quality, in healthy condition, could be bred, or were from USDA licensed breeders.

27. In one instance, a consumer asked why the “Puppy For A Lifetime Kit” and “Puppy Training Kit” with the unwanted additional goods and the other service “packages” were required, and the Defendants told the consumer that the puppies could not be bought without the added goods and services because the puppies needed these goods and services because they were “Top Dollar High Breeds.”

28. In another instance, the Defendants quoted a consumer a price of \$8,000.00 for the puppy, which included the additional goods and services; however, she was charged \$9,638.00 for the puppy, the additional goods and services, and taxes.

29. In many instances, the consumers’ reason for buying puppies from the Defendants was in large part because the Defendants represented to consumers on their website, in sales representations, and paperwork given to consumers that the puppies are already registered, or could be registered, with the AKC when in fact the some of the puppies were not registered, could not be registered with AKC, or the consumer had to pay additional monies to register the “already registered” puppy with AKC.

30. In many instances, when consumers discovered their puppies were sick, had disorders, were unfit for purchase, or died soon after purchase, and complained to the Defendants, the Defendants a) would not refund the price of the puppies and sales tax to the consumers; b) refused to reimburse the consumers for reasonable veterinary costs directly related to the veterinarians’ examinations and certifications that the puppies were unfit for purchase or the costs for necessary emergency services, treatment undertaken to relieve the puppies’ suffering, cure, or attempt to cure the puppies; or c) did not refund the required unwanted kit or package costs that were bundled with

the cost of the puppies.

31. The Defendants provided to consumers two conflicting warranty and return policy documents that fail to clearly, conspicuously, and, with consistency, disclose terms and limitations related to the warranties on the puppies being bought by consumers, and terms for refunds or reimbursement.

32. The Defendants' "Puppy Warranty" states that:

- a. the consumer is limited to choosing "a replacement puppy . . . or receive a full store credit of the original purchase price toward the purchase of any other puppy . . . of your choice", effectively refusing in writing to refund the consumer's money; and,
- b. if the consumer returns the "pet within forty-eight (48) hours of your puppy's . . . purchase, Petland will refund the consumer's money less an administrative fee of 75%", keeping seventy-five percent of the consumer's money. See Defendants' "Puppy Warranty" marked as Plaintiff's Exhibit "B."

33. In contrast to the above "Puppy Warranty," the Defendants provide the consumer at the time of purchase with an additional conflicting "Petland return policy" on Defendants' letterhead that states:

- a. "[t]he consumer has the right to retain, return, or exchange the animal and receive the reimbursement for certain related veterinarian services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian," and,
- b. "[t]here shall be no return or exchanges of any puppy . . . for any reason provided the subject is deemed fit for sale as provided in Florida statute (sic) 828.29(5)." See Defendants' "Petland return policy" marked as Plaintiff's Exhibit "C."

34. The Defendants' two warranties harmed consumers by prohibiting at least one consumer from returning a puppy that was found not to be the breed or breed quality represented to the consumer, denying consumer claims for veterinary reimbursement for treating puppies that were sick or had a disorder, or keeping seventy-five percent (75%) of a consumer's payment upon the consumer demanding a refund, or restricting the refund to a replacement puppy or store credit instead of the full price and sales tax paid by the consumer.

35. The Defendants' warranties and return policies are crafted in ways that deceptively and unfairly compromise consumer rights, rights to a refund of purchases, and reimbursements for reasonable veterinary costs and expenses.

COUNT I
VIOLATION OF THE FDUTPA
(Deceptive Business Acts or Practices)

36. The Attorney General re-alleges and incorporates by reference paragraphs 1-35 of this Complaint, as though fully set forth herein.

37. At all times material to this Complaint, Defendants solicited, offered services, or contracted with "consumer(s)" as defined in Section 501.203(7), Florida Statutes.

38. At all times material to this Complaint, Defendants offered or provided goods or services, and engaged in and maintained a substantial course of trade in or affecting commerce, as "trade or commerce" is defined in Section 501.203(8), Florida Statutes.

39. Section 501.204(1), Florida Statutes, makes unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

40. Section 501.202, Florida Statutes states in pertinent part:

The provisions of this part shall be construed liberally to promote the following policies:

- (1) To simplify, clarify, and modernize the law governing consumer protection, unfair methods of competition, and unconscionable, deceptive, and unfair trade practices.
- (2) To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.
- (3) To make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection.

41. The FDUTPA declares “unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce” illegal. § 501.204(1), Fla. Stat. (2019).

42. As set forth herein, Defendants, acting individually, collectively, or through employees, representatives, or agents, engaged in at least one or more of the following deceptive acts or practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes:

- a. Representing that Defendants’ puppies were healthy and fit for sale, when in fact they were not;
- b. Representing to consumers, in at least two instances, that the Defendants’ puppies are from USDA licensed breeders, when in fact they were not;
- c. Representing to consumers that the puppies were registered or were registrable with the AKC, when in fact they were not;
- d. Representing to a consumer that the puppy was a specific breed when in fact it was not;
- e. Representing to a consumer that the puppy being purchased was of a certain quality of breed when in fact it was not; and,
- f. Representing to consumers that the puppies being sold could not be returned to the

Defendant when, in fact the puppies could have been returned.

43. Defendants' material misrepresentations and omissions of material facts, and misleading practices as set forth above were, and are likely to mislead, and did in fact mislead, consumers acting reasonably under the circumstances.

44. Defendants willfully engaged in the acts and practices set forth herein, as Defendants either knew or should have known that such acts and practices were deceptive, unfair, or otherwise prohibited by law.

45. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

COUNT II
VIOLATION OF THE FDUTPA
(Unfair Business Acts or Practices)

46. The Attorney General incorporates and adopts by reference paragraphs 1 through 35 as if set forth fully herein.

47. An unfair act or practice is one that “causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.” *Porsche Cars N. Am. v. Diamond*, 140 So.3d 1090, 1096-98 (Fla. 3d DCA, 2014)(citing 15 U.S.C.A. § 45(n)).

48. The Florida Supreme Court held that an unfair practice is “one that ‘offends established public policy’ and one that is ‘immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.’” *PNR, Inc. v. Beacon Prop. Mgmt., Inc.*, 842 So. 2d 773, 777 (Fla. 2003) (quoting *Samuels v. King Motor Co. of Ft. Lauderdale*, 782 So. 2d 489, 499 (Fla. 4th DCA 2001)).

49. As set forth herein, Defendants acting individually, collectively, or through employees, representatives, or agents, in connection with offering their puppies to consumers, engaged in the

following unfair acts or practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes:

- a. selling a puppy that, despite Defendants' representations and unbeknownst to the consumer, had a congenital or hereditary disorder, a bacterial or viral infection, or a parasitic infection that made the puppy unfit for purchase;
- b. selling a puppy for thousands of dollars to a consumer where the Defendants claimed the puppy came from a "USDA licensed breeder" but in fact the puppy came from a breeder who was not a "USDA licensed breeder;"
- c. selling a puppy that, despite the Defendants' representations, was not registered or registrable with the American Kennel Club;
- d. selling a puppy that, despite the Defendants' representations, was not the particular breed or breed lineage as wanted by the consumer;
- e. selling a puppy that, despite the Defendants' representations, was not a purebred puppy as wanted by the consumer;
- f. limiting the consumer's statutory rights to a refund of the purchase price and sales tax or reimbursement for veterinarian services to examine, treat, or save the life of the puppy bought by the consumer from the Defendants;
- g. limiting the consumer's refund by stating that Petland will refund the consumer's money less a 75% administrative fee under the "Puppy Warranty;"
- h. dishonoring the representations and warranties made to the consumer that the puppy that was unfit for purchase;
- i. telling consumers upon sale that the purchased puppy could not be returned to the Defendant, and no refund would be given to the consumer, when in fact the

consumer has the right to return the animal and receive a refund of the purchase price, including the sales tax, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog is unfit for purchase, and necessary emergency services and treatment undertaken to relieve suffering, or reasonable veterinary costs to cure or attempt to cure the puppy; and,

j. delaying, impeding, or refusing to refund to the consumer the purchase price of the puppy, including the sales tax, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the puppy is unfit for purchase, and necessary emergency services and treatment undertaken to relieve suffering, or reasonable veterinary costs to cure or attempt to cure the puppy.

50. Defendants' unfair acts and practices set forth in Paragraph 49 offend established public policy, and are immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.

51. Defendants' unfair acts and practices set forth in Paragraph 49 were likely to cause and did in fact cause substantial injury to consumers, including, but not limited to:

a. loss of thousands of dollars paid by consumers to Defendants for puppies that died or were unfit for purchase from being sick, diseased, or born with congenital or hereditary disorders;

b. the loss of the opportunity to seek alternative veterinary assistance to begin or complete the desired veterinary care to save the puppy purchased by the consumer after the Defendants told the consumer to go to the Defendants' veterinarian first before seeking independent veterinary care;

c. the loss of monies, in some cases thousands of dollars, paid by consumers

to independent veterinarians to treat and save the lives of the recently purchased puppy from the Defendants that was sick or had a disorder;

d. the loss of monies paid by consumers to Defendants for the compulsory and unwanted pet supplies, goods, and services bundled with the Defendants' puppy that was sick or had a disorder; and,

e. the loss of monies paid to the Defendants' for warranties on goods sold to consumers for which the Defendants accepted payment but refused to honor.

52. The injuries suffered by consumers due to Defendants' unfair acts or practices are injuries that the consumers, themselves, could not have reasonably avoided because of the Defendants' acts and practices described in Paragraph 49.

53. The injuries suffered by consumers due to Defendants' unfair acts or practices are not outweighed by any countervailing benefits to consumers or competition.

54. Defendants knew or should have known that making misrepresentations or false statements to consumers concerning the health, breeding, and quality of puppies they sold to consumers after receiving substantial monies from consumers, and then failing to honor Defendants' contracted obligations and disavow Defendants' own warranties or refund policies are unfair, immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.

COUNT III
VIOLATION OF THE FDUTPA THROUGH A VIOLATION OF
SECTION 828.29, FLORIDA STATUTES

55. The Attorney General re-alleges and incorporates by reference paragraphs 1 through 35 of this Complaint as though fully set forth herein.

56. Section 501.203(3)(c), Florida Statutes states that a violation of the FDUTPA means any violation of the FDUTPA and may be based on "any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or

practices.

57. Section 828.29(16), Florida Statutes proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices regarding the sale of puppies within the State of Florida. Thus, Defendants' violations of Section 828.29, Florida Statutes are actionable violations of the FDUTPA.

58. Section 828.29(16), Florida Statutes prohibits a pet dealer from "knowingly misrepresent[ing] the *breed*, sex, or *health* of any dog . . . offered for sale within the state." (emphasis added).

59. The Defendants, as "pet dealers" under Section 828.29(13), Florida Statutes hold themselves out as having knowledge or skill particular to their practice as sellers of puppies, and represented to consumers that the puppies they sell within the State of Florida are healthy, the particular breed sought by the consumer, and suitable for consumer's particular purpose and ownership.

60. In at least one known instance, the Defendants sold a puppy to a consumer when the puppy had a contagious disease, internal parasites, congenital or hereditary disorder, or other serious health problems within Florida where the Defendants knowingly misrepresented the health of the puppy for sale within the State of Florida to a consumer, in violation of Section 828.29(16), Florida Statutes.

61. On information and belief, in at least one known instance, the Defendants knowingly misrepresented the breed of the puppy that was sold within the State of Florida to a consumer, in violation of Section 828.29(16), Florida Statutes.

62. On information and belief, in at least one known instance, the Defendants knowingly delayed, impeded, or refused to honor the consumer's refund and reimbursement rights for a pet

unfit for purchase as provided in Section 828.29(5), Florida Statutes.

63. The Defendants as pet dealers violated Section 828.29(16), Florida Statutes and thus the FDUTPA, by misrepresenting the breed, sex, or health of the Defendants' puppies offered for sale within the State of Florida.

64. By misrepresenting the breed, sex, or health of the puppy to the consumer and impeding, delaying, denying, refusing, or failing to (a) refund to the consumer the cost of the puppy, including sales tax, and (b) reimburse the consumer for the cost of the reasonable veterinary costs for necessary services and treatment, the Defendants violated Sections 828.29(5) and (16), Florida Statutes and thus violated the FDUTPA.

65. The Defendants caused consumers to incur extensive costs in veterinary and hospital care to treat puppies that were sick or had a disorder when purchased from the Defendants.

66. Defendants' material misrepresentations and omissions of material facts to consumers were likely to deceive consumers acting reasonably under the circumstances.

67. Because of Defendants' actions, and to the consumers' detriment, consumers have suffered substantial economic injury as a result of Defendants' violations of the FDUTPA.

68. Defendants willfully engaged in the acts and practices set forth herein, as Defendants either knew or should have known that such acts and practices were deceptive or otherwise prohibited by law.

69. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

PRAYER FOR RELIEF

WHEREFORE, pursuant to Chapter 501, Part II, Florida Statutes, and the Court's own powers to grant legal or equitable relief, the Attorney General respectfully requests that the Court:

- i. Enter a judgment in favor of the Attorney General and against Defendants Petland, Geoff Hoofnagle, and Ben Hoofnagle, jointly and severally, on all Counts;
- ii. Enter an Order enjoining Defendants from further violations of the FDUTPA and Section 828.29, Florida Statutes;
- iii. Enter an Order enjoining Defendants from misrepresenting the source of any animal sold by Defendants and whether such source of the animal is a USDA licensed breeder or not, or in the alternative, require Defendants produce certified documentation of breeder licensure with the USDA of every animal to the purchasing consumer;
- iv. Enter an Order enjoining Defendants from dishonoring any warranties they make on every animal they sell to consumers in Florida;
- v. Enter an Order requiring Defendants to provide restitution and reimbursement to every affected consumer where Defendants: a) sold a puppy to a consumer that was unfit for purchase due to illness or disease, the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites, excluding fleas and ticks, b) sold a puppy to a consumer that died within a year of purchase date due to a congenital or hereditary disorder, c) sold a puppy to a consumer that had a congenital or hereditary disorder, and received veterinarian's examination, certification that the puppy was unfit for purchase because the congenital or hereditary disorder adversely affected the health of the puppy, (d) sold a puppy to a consumer where the breed, sex, or health of the puppy was misrepresented to the consumer, or e) sold the puppy with additional goods and services that the consumer did not want and for which the consumer sought or now seeks a refund;
- vi. Award such relief as the Court finds necessary to redress injury to affected consumers resulting from Defendants' violations of the FDUTPA and Section 828.29, Florida Statutes,

including, but not limited to, rescission or reformation of contracts, appointment of a receiver, appointment of an examiner, and disgorgement of all monies received by Defendants directly from consumers for the purchase of a puppy that was unfit for purchase, died within one year from the date of the purchase, or had its health, sex, or breed misrepresented to the consumer;

vii. Enter an Order against Defendants, jointly and severally, assessing civil penalties in the amount of \$10,000 per transaction pursuant to Section 501.2075, Florida Statutes, and up to \$15,000 per transaction pursuant to Section 501.2077, Florida Statutes, for the willful acts and practices of Defendants in violation of the FDUTPA;

viii. Enter an Order awarding the Attorney General its reasonable attorney's fees and costs of bringing and maintaining this action pursuant to Section 501.2105, Florida Statutes; and,

ix. Enter an Order granting such other legal and equitable relief as the Court deems just and proper, including, but not limited to, all other relief permissible under Section 501.207(3), Florida Statutes.

Dated: May 18, 2020

Respectfully submitted,

ASHLEY MOODY
Attorney General of the State of Florida

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