

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

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

Plaintiff,

CASE NO: 2020-CA-5262-O

v.

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.

AGREED CONSENT FINAL JUDGMENT AND STIPULATED
PERMANENT INJUNCTION AGAINST ALL DEFENDANTS

Plaintiff, Office of the Attorney General, State of Florida, Department of
Legal Affairs ("Attorney General"), and Defendants HOOF'S PETS, INC., d/b/a
Petland Orlando East, a/k/a Petland Waterford Lakes, an active Florida corporation

("Petland Orlando East"), **GEOFFREY M. HOOFNAGLE** a/k/a Geoff M. Hoofnagle ("Geoff Hoofnagle"), and **BEN W. HOOFNAGLE** ("Ben Hoofnagle") (collectively referred to as "Defendants") (the Attorney General and the Defendants collectively referred to as "Parties"), have agreed to and consent to entry of this Agreed Consent Final Judgment and Stipulated Permanent Injunction ("Final Judgment") and the findings set forth below.

This Court, having reviewed the file and the necessary papers and pleadings, hereby **FINDS, ORDERS, and ADJUDGES:**

Final Judgment is hereby entered in favor of Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, 135 W. Central Blvd., Suite 1000, Orlando, Florida 32801, and against Defendants **HOOF'S PETS, INC.**, d/b/a Petland Orlando East, a/k/a Petland Waterford Lakes, with an address of 453 North Alafaya Trail, Waterford Lakes Parkway, Orlando, Orange County, Florida 32828, EIN: 90-0256831; **GEOFFREY M. HOOFNAGLE** a/k/a Geoff M. Hoofnagle, with an address of [REDACTED], Social Security No. [REDACTED]; and **BEN W. HOOFNAGLE**, with an address of [REDACTED], Social Security No. [REDACTED], as follows:

I. JURISDICTION

The Parties, for purposes of this Final Judgment, stipulate to the following:

1. The Parties agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the Parties, and continuing jurisdiction over this matter and the Parties, and venue is properly situated in Orange County, Florida.

II. PARTIES

The Parties, for purposes of this Final Judgment, stipulate to the following:

2. Plaintiff, Attorney General, is an agency of the State of Florida and an enforcing authority under Chapter 501, Part II, Florida Statutes, Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

3. Defendant Petland Orlando East is an active Florida corporation, located at 453 North Alafaya Trail, Waterford Lakes Parkway, Orlando, Orange County, Florida 32828.

4. Defendant Geoff Hoofnagle is a resident of Orange County, Florida who resides at [REDACTED], is not in the military, and is otherwise *sui juris*.

5. Defendant Ben Hoofnagle is a resident of Orange County, Florida who resides at [REDACTED], is not in the military, and is otherwise *sui juris*.

III. FINDINGS

The Parties, for purposes of this Final Judgment, stipulate to the following:

6. The Attorney General initiated an investigation into allegations that the Defendants in this action engaged in acts or practices that were misleading, unfair, deceptive, unconscionable, or otherwise unlawful in the marketing, advertising, sales, and fulfillment of its products and services offered and sold by Hoof's Pets, Inc., doing business as Petland Orlando East and Petland Waterford Lakes.

7. On May 18, 2020, the Attorney General filed its Complaint for injunctive relief, equitable restitution, civil penalties, attorney's fees and costs, and other statutory relief pursuant to the FDUTPA, Section 501.207(1), Florida Statutes, against Defendants alleging that the Defendants' acts and practices constituted violations of the FDUTPA and violations of Section 828.29, Florida Statutes ("Complaint"). The Attorney General had full authority to bring this action. The Complaint filed in this matter states claims upon which relief may be granted under the provisions of the FDUTPA.

8. Hoof's Pets, Inc., at all times material hereto was a "pet dealer" as defined by Section 828.29(13), Florida Statutes.

9. Defendants, at all material times, entered into transactions with consumers within the definition of Section 501.203(7) of the FDUTPA. Those persons who purchased a puppy, other goods, or services from the Defendants were "consumers" under the FDUTPA.

10. Defendants, at all material times, provided goods or services within the meaning of Section 501.203(8), Florida Statutes.

11. Defendants, at all material times, engaged in trade or commerce within the definition of Section 501.203(8), Florida Statutes.

12. Since at least January of 2015, Defendants engaged in the business of pet sales in Orange County, Florida and generated approximately 104 consumer complaints to the Attorney General out of a total of 15,574 sales. The Attorney General alleged that Defendants advertised purebred, healthy puppies for sale and misrepresented to consumers that such puppies were without illness, disease, or disorder, were purebred, and AKC registrable. Consumers alleged that Defendants' pricing was misleading and misrepresented that the itemized goods and services bundled in with the purchase of the puppy were included in the price of the puppy. Consumer complaints further allege that Defendants' warranty and return policies misrepresented and/or limited consumer rights and remedies provided by Section 828.29, Florida Statutes, and that Defendants failed to provide the appropriate monetary relief consumers were entitled to pursuant to Section 828.29, Florida Statutes. Petland Orlando East denies these allegations.

13. The Complaint additionally alleges that Defendants Geoff Hoofnagle and Ben Hoofnagle directly participated in, controlled, and had the authority to control the deceptive acts and practices, and had actual or constructive knowledge

of the deceptive acts and practices. Defendants Geoff Hoofnagle and Ben Hoofnagle deny these allegations and deny any personal liability for the alleged conduct described in the Complaint.

14. In addition to the Attorney General's instant civil action, on June 22, 2021, the Orange County Board of Commissioners passed Orange County Code, section 5-53, Ord. No. 2021-27, which prohibits the retail sale of dogs, cats, and rabbits in Orange County, Florida, effective June 23, 2022 (the "Ordinance"). The Ordinance applies to the Defendants and is presently in effect.

15. The Parties have agreed to this Final Judgment to resolve the matters alleged in the Complaint. Further, the Parties agree to entry of this Final Judgment without the need for trial, further discovery, or adjudication of any issue of law or fact. Except for the facts necessary to establish this Court's jurisdiction over the Defendants, jurisdiction over the subject matter of this action, and that venue is proper in this Court for purposes of this Final Judgment, the Defendants deny the allegations in the Complaint. The Defendants execute and enter into this Final Judgment freely.

IV. APPLICABLE LAW/LEGAL CONCLUSIONS

16. The purpose of the FDUTPA is 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.” § 501.202(2), Fla. Stat.

17. Pursuant to Section 501.207(1), Florida Statutes, the Attorney General is authorized to bring: “(a) An action to obtain a declaratory judgment that an act or practice violates this part[;]” and “(b) An action to enjoin any person who has violated, is violating, or is otherwise likely to violate, this part.” Further, the Attorney General is entitled to seek equitable relief in the form of restitution for all consumers who have been injured, in addition to ancillary equitable relief, civil penalties and attorney’s fees pursuant to Sections 501.207, 501.2075 and 501.2077, Florida Statutes.

18. The FDUTPA authorizes equitable relief to consumers. § 501.207(3), Fla. Stat. Pursuant to Section 501.207, Florida Statutes, the Attorney General is entitled to seek equitable, or other appropriate relief resulting from unfair and deceptive acts and practices. § 501.207(3), Fla. Stat.; *Office of Attorney Gen. v. Bilotti*, 267 So. 3d 1, 3 (Fla. 4th DCA 2019) (Attorney General entitled to seek equitable monetary relief under subparagraph (1)(b)); *Outreach Hous., LLC v. Office of the Attorney Gen., Dep’t of Legal Affairs*, 221 So. 3d 691, 696–97 (Fla. 4th DCA 2017).

19. The FDUTPA provides that “any person, firm, corporation, association, or entity, or any agent or employee of the foregoing, who is willfully using, or has

willfully used, a method, act, or practice declared unlawful under [the FDUTPA] ... is liable for a civil penalty[.]” § 501.2075, Fla. Stat. “Willful violations occur when the person knew or should have known that his or her conduct was unfair, deceptive or prohibited by rule.” *Id.* Defendants deny that they willfully engaged in any deceptive or unfair trade practices.

20. Civil penalties in the amount of up to Ten Thousand Dollars (\$10,000.00) per violation may be assessed against any person who has willfully engaged in an unfair or deceptive act or practice, pursuant to § 501.2075, Fla. Stat., and up to Fifteen Thousand Dollars (\$15,000.00), against any person willfully using an act or practice that violates FDUTPA which victimizes a senior citizen, or a person who has a disability, or is directed at a military servicemember or the spouse or dependent child of a military servicemember. § 501.2077, Fla. Stat. Defendants deny that they willfully engaged in any deceptive or unfair trade practices.

21. Further, “[i]f civil penalties are assessed in any litigation, the enforcing authority is entitled to reasonable attorney’s fees and costs.” § 501.2075, Fla. Stat.

V. ORDER

A. INJUNCTIVE TERMS

22. Nothing in this Final Judgment is intended to preempt or otherwise conflict with the Ordinance in any way. If any conflict exists between this Final Judgment and the Ordinance regarding the sale of any puppy in Orange County,

Florida, compliance with the Ordinance prohibiting the retail sale of any puppy shall take precedence. If Defendants put any dog or puppy from an animal shelter up for adoption in Orange County, Florida, the Defendants shall comply with the terms of the Ordinance and this Final Judgment. If the Ordinance is terminated or invalidated, the Defendants are still required to comply with this Final Judgment.

Prohibitions Related to the Condition of Puppies

23. This Court hereby permanently **ENJOINS** Defendants, their officers, agents, employees, independent contractors, and those persons in concert or participation with Defendants who receive actual notice of this Final Judgment, directly or indirectly, from the following:

- a. selling, or offering for sale, any puppy that is known to be ill, diseased, or have any congenital or hereditary disorder at the time of sale;
- b. failing to disclose, or making any false statement or misleading representation, to any consumer about the presence of, or absence of, any illness, disease, or congenital or hereditary disorder in any puppy sold or offered for sale by the Defendants;
- c. failing to disclose, or making any false statement or misleading representation about, the circumstances surrounding any prior sale of any puppy that was returned due to a health-related reason under Section 828.29, Florida Statutes;

- d. making any false statement or misleading representation to any consumer, orally or in writing, about the breed, sex, health, bloodline, purebred status, origin, or source of any puppy offered for sale or sold by the Defendants. Defendants provide consumers with written documentation at the time of sale, which discloses the puppy's breed, sex, health, bloodline, purebred status, origin, and source when known. Such documentation will be considered by the Attorney General's Office if a complaint is filed by a consumer related to the above.
- e. failing to, at the time of purchase, provide any consumer with all documentation required by law pertaining to the sex, breed, origin, health, vaccinations, transport, sales history, and breeder of any puppy the Defendants sell or offer to sell in the State of Florida and over the internet;
- f. making any false or misleading representation, orally or in writing, to any consumer that a puppy being sold by Defendants is from a USDA licensed breeder, when the puppy is not. Consumers are provided with written documentation of the name of the breeder and whether the breeder is USDA licensed or a hobby breeder at the time of sale. Such documentation will be considered by the Attorney General's Office if a complaint is filed by a consumer related to the above.

- g. making any false or misleading representation to any consumer, orally or in writing, about registrability of any puppy with the American Kennel Club (“AKC”), or any other animal registry, that Defendants sell or offer for sale to any consumer. Consumers receive written documentation of the registrability of the puppy at the time of the sale when applicable. Such documentation will be considered by the Attorney General’s Office if a complaint is filed by a consumer related to the above.
- h. making any false or misleading representation to any consumer, orally or in writing, regarding the purchase price of any puppy, including, but not limited to, representations related to services, or products which are or are not bundled in the purchase price. If any additional products or services are included in the purchase price, such information must be itemized and clearly and conspicuously identified in writing for consumers prior to purchase. To assist in avoiding any confusion, the consumer shall be provided with a written, itemized list of products included with the sale of the puppy.

Compliance Regarding Statutory Consumer Remedies

24. All of Defendants’ store return, exchange, refund, and reimbursement policies shall be clearly and conspicuously stated in writing, shall comply with

Section 828.29, Florida Statutes and the FDUTPA, and shall be given to consumers at the time of purchase.

25. Defendants shall comply with their stated return, exchange, refund, and reimbursement policies unless a departure from the policy benefits the consumer.

26. Defendants shall provide to every consumer who purchases a puppy with a true, correct, unedited, and complete copy of the written notice specified in Section 828.29(12), Florida Statutes, that is free of any language not included in Section 828.29(12), Florida Statutes.

27. With regard to consumer remedies provided in Section 828.29, Florida Statutes, the Defendants, their officers, agents, employees, independent contractors, and those persons in concert or participation with the Defendants who receive actual notice of this Court's injunction, shall be **PROHIBITED** and **ENJOINED** from:

- a. restricting, limiting, changing, paraphrasing, misquoting, substituting, modifying, declining, or denying any consumer of any statutory remedy or right provided under Section 828.29, Florida Statutes, in any oral or written representation. Any written documentation related to restricting, limiting, changing, paraphrasing, misquoting, substituting, modifying, declining, or denying any consumer of any statutory remedy or right provided under Section 828.29 will be considered by the

Attorney General's Office if a complaint is filed by a consumer related to the above.

- b. advising any consumer, orally or in writing, that the consumer's choices on any consumer remedy, refund of purchase price, refund of sales tax, or veterinary reimbursement is anything less or different than what is set forth in Section 828.29, Florida Statutes. Written documentation related to the consumer's choices on any consumer remedy, refund of purchase price, refund of sales tax, or veterinary reimbursement will be considered by the Attorney General's Office if a complaint is filed by a consumer related to the above.

28. Subject to Sections 828.29(5) and 828.29(10), Florida Statutes, Defendants, their officers, agents, employees, independent contractors, and those persons in concert or participation with Defendants who receive actual notice of this Court's injunction, shall be **PROHIBITED** and **ENJOINED** from refusing, denying, or failing to fully and timely refund or reimburse any qualifying consumer any statutory relief or remedy afforded to consumers by Section 828.29, Florida Statutes or the FDUTPA.

Prohibitions Regarding the Resale of Returned Puppies Previously Found To Be Unfit for Purchase Because of a Congenital or Hereditary Disorder

29. Subject to Sections 828.29(5) and 828.29(10), Florida Statutes, with regard to any puppy that is diagnosed with a congenital or hereditary disorder within one year after purchase, and is returned to the Defendants by the consumer with an unfit for purchase finding by an independent veterinarian (“Unfit Puppy”), when reselling or offering such Unfit Puppy for resale to any consumer, the Defendants, their officers, agents, employees, independent contractors, and those persons in concert or participation with Defendants who receive actual notice of this Court’s injunction, shall be **PROHIBITED** and **ENJOINED** from:

- a. omitting or otherwise concealing details related to the Unfit Puppy’s health or making any false or misleading representation to any consumer, orally or in writing, about the health of the Unfit Puppy, or portions of the Florida Official Certificate of Veterinary Inspection (“OCVI”) of the Unfit Puppy that Defendants input or otherwise have control over. Written documentation related to the health of the Unfit Puppy will be considered by the Attorney General’s Office if a complaint is filed by a consumer related to the above.
- b. misrepresenting to any consumer, orally or in writing, that the Unfit Puppy is healthy or lacks congenital or hereditary disorders. Written

documentation related to the health of the Unfit Puppy will be considered by the Attorney General's Office if a complaint is filed by a consumer related to the above.

- c. omitting or otherwise concealing the fact that the Unfit Puppy was previously sold by Defendants and returned to the Defendants due to illness, disease, or disorder reasons stated in Section 828.29, Florida Statutes. Written documentation related to the health of the Unfit Puppy and sales history will be considered by the Attorney General's Office if a complaint is filed by a consumer related to the above.
- d. concealing or otherwise misrepresenting the basis for any discounted sales price related to an Unfit Puppy; and
- e. selling to any consumer an Unfit Puppy without a conspicuous written disclosure that any consumer who purchases such Unfit Puppy will have no right to any refund or exchange based on the specific congenital or hereditary disorder in the Unfit Puppy.

Injunctive Relief Related to Warranty Issues

30. Defendants, their officers, agents, employees, independent contractors, and those persons in concert or participation with Defendants who receive actual notice of the Court's injunction, shall be **PROHIBITED** and **ENJOINED** from:

- a. making or providing any warranty or warranty representation, oral or written, to any consumer that contains any deceptive or misleading

term. Any written warranty representations will be considered by the Attorney General's Office if a complaint is filed by a consumer related to the above.

- b. modifying, disaffirming, dishonoring, disavowing, or disclaiming any warranty, or return or exchange policy, after being made or given to any purchasing consumer, unless doing so (1) benefits the consumer, and (2) any change in warranty occurs only after the consumer provides express written consent to any change made to any warranty made by the Defendants.

31. All express and implied warranties offered to consumers by the Defendants shall be clearly and conspicuously presented to consumers in writing, and shall conform to Section 828.29, Florida Statutes and the FDUTPA.

Injunctive Relief Related to Choice of Veterinarian

32. Subject to Sections 828.29(5) and 828.29(10), Florida Statutes, Defendants shall be **PROHIBITED** and **ENJOINED** from restricting, limiting, substituting, changing, modifying, declining, or otherwise denying any consumer's (a) choice of veterinarian to evaluate and treat the animal purchased from Defendants; or (b) request for reimbursement for reasonable veterinarian expenses, up to the purchase price of the puppy.

Prohibitions Against Limiting Consumers' Lawful Access to the Courts

33. Defendants, their officers, agents, employees, independent contractors, and those persons in concert or participation with Defendants who receive actual notice of the Court's injunction, shall be **PROHIBITED** and **ENJOINED** from restricting, or attempting to restrict through contractual agreement, consumers' lawful access to the courts, including, but not limited to, the remedies available under Sections 828.29(10) and (11), Florida Statutes.

Injunctive Relief Regarding Training, Customer Service, and Complaint Handling

34. Notwithstanding the Defendants' use of Solutions.pet, or any other third-party complaint resolution company, to timely and fully resolve consumer complaints, Defendants shall establish, designate, and maintain a point person or team ("Complaint Liaison") to receive and promptly review, address, respond to, and resolve consumer complaints, including consumer complaints escalated by the Attorney General.

35. For a period of two (2) years from the Effective Date, Defendants shall promptly review and respond to the consumer complaints in writing, and propose a resolution consistent with Section 828.29, Florida Statutes. During this period, Defendants shall keep a record of consumer complaints, communications with the complaining consumer, and the resolution status, and such records shall be made available within five (5) days of the Attorney General's written request absent

extenuating circumstances, including, but not limited to, Defendants and/or the Complaint Liaison being out of town, on vacation, or otherwise unavailable. If additional time is needed for the Complaint Liaison to review and respond to consumer complaints, such need and length of desired extension shall be timely communicated to the Attorney General in writing.

36. For a period of two (2) years from the Effective Date, for complaints escalated by the Attorney General, Defendants shall respond to any inquiry made by the Attorney General regarding the review and potential resolution of the consumer complaint within five (5) days of the Attorney General's written request for information absent extenuating circumstances, including, but not limited to, Defendants and/or the Complaint Liaison being out of town, on vacation, or otherwise unavailable. If additional time is needed for the Complaint Liaison to review and respond to consumer complaints, such need and length of desired extension shall be timely communicated to the Attorney General in writing.

Injunctive Recordkeeping Provisions

37. Defendants shall retain for two (2) years from the consumer's purchase date, all documents and records related to: (a) the origin or source of the puppy; (b) Petland's purchase of the puppy; (c) transportation of the puppy; (d) vaccination related medical records of the puppy; (e) breed or pedigree information related to

the puppy; (f) any prior purchase or sale of the puppy; and (g) any prior return of the puppy for any reason (“Requested Relevant Records”).

38. Upon reasonable written request by the Attorney General, Defendants shall provide such Requested Relevant Records, and documents without subpoena, except that Defendants shall not be required to provide privileged documents. Any such records and documents requested by the Attorney General shall be delivered or made available for inspection within seven (7) business days of Defendants’ receipt of the request. For purposes of this provision, documents may be provided to the Attorney General via email, to Assistant Attorney General Paul Courtright at Paul.Courtright@myfloridalegal.com and to the Consumer Protection general email address of oag.ec.ori@myfloridalegal.com.

B. MONETARY CONSUMER RELIEF

Consumer Relief

39. Prior to execution of this Final Judgment, Defendants provided One Hundred Twenty-Three Thousand Nine Hundred and One Dollars and Sixty-Two Cents (\$123,901.62) directly to consumers in the form of refunds, veterinary reimbursements, or forgiven financed consumer debt.

40. Final Judgment is hereby entered in favor of the Attorney General and against Defendants, jointly and severally, for consumer relief in the total amount of Eighty-Five Thousand Dollars and No Cents (\$85,000.00) (“Consumer Relief

Amount”), for which let execution issue forthwith. The Consumer Relief Amount shall be used for distribution according to the sole business judgment of the Attorney General, including for payment of consumer relief to consumers, to defray the costs of restitution distribution and any attorney’s fees and costs incurred in enforcing this Final Judgment, or as fees and costs associated with ongoing and future enforcement initiatives pursuant to the FDUTPA.

Civil Penalties

41. Subject to and contingent on Defendants’ full, complete, and timely compliance with the provisions of this Final Judgment, the Attorney General is waiving, pursuant to this agreement and in consideration of Defendants’ performance hereunder and monetary payments made, the civil penalties that would otherwise be due for the acts and practices as alleged in the Complaint.

Full Judgment Amount

42. In accordance with the above, the full amount due and payable is Eighty-Five Thousand Dollars and No Cents (\$85,000.00) (the “Full Judgment Amount”).

43. Upon execution of the Final Judgment, Defendants shall pay the Full Judgment Amount by wire transfer, certified funds or cashier’s checks, payable to the **Department of Legal Affairs** and delivered to the Office of the Attorney

General, attention Paul Courtright, Assistant Attorney General, 135 W. Central Boulevard, Suite 1000, Orlando, Florida 32801.

44. Defendants agree that the Full Judgment Amount is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). The Defendants shall remain liable for the full balance of the Full Judgment Amount as agreed upon herein. The Full Judgment Amount may be asserted by the Attorney General in any subsequent proceeding to enforce this Final Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding filed by a Defendant.

45. Defendants further agree not to object to or otherwise dispute any claim for non-dischargeability of the Full Judgment Amount in any voluntary or involuntary bankruptcy proceedings.

46. Any payment and satisfaction of the monetary provisions of the Full Judgment Amount by the Defendants shall not release the Defendants from any non-monetary provisions of the Final Judgment.

C. COMPLIANCE MONITORING AND REPORTING REQUIREMENTS

47. For two (2) years from the Effective Date, the Defendants shall designate at least one telephone number and email, physical, and postal address as points of contact, which the Attorney General may use to communicate with Defendants.

48. For a period of two (2) years from the Effective Date, Defendants shall notify the Attorney General of the following within ten (10) days of the occurrence of:

- a. any changes in Defendants' Florida residence, mailing address, and/or telephone number;
- b. any change in Defendants' ownership in any business entity. Such notice shall include the name and address of each business that Defendants are affiliated with, employed by, create, form, or perform services for, and each Defendant's respective duties and responsibilities.
- c. any changes in Defendants' names or use of any aliases or fictitious names.

49. The Defendants shall not implement any change in the organizational identity of Hoof's Pets, Inc., d/b/a Petland Orlando East, a/k/a Petland Waterford Lakes, or any of the existing business entities or create any new business entities for the purposes of, or as a method of, avoiding the obligations, terms, and conditions set forth in this Final Judgment. In the event that Hoof's Pets, Inc., d/b/a Petland Orlando East, a/k/a Petland Waterford Lakes, is sold, assigned, or transferred to a third-party, a copy of this Final Judgment shall be provided by the Defendants to said purchaser, assignee, or transferee.

D. FUTURE VIOLATIONS

50. Any subsequent finding by a court of competent jurisdiction that Defendants failed to comply with, or violated the provisions, terms, and conditions of this Final Judgment is *prima facie* evidence of a FDUTPA violation. In addition, any failure to comply with the terms and conditions of this Final Judgment by any Defendant will subject that Defendant to a modified consent final judgment in an amount determined by a court of competent jurisdiction, and any and all additional civil penalties and sanctions authorized by law, including the attorney's fees and costs incurred in enforcing this Final Judgment.

E. GENERAL AND ADMINISTRATIVE PROVISIONS

51. The "Effective Date" shall mean the date this Final Judgment is fully executed by all required parties and signed by the Circuit Judge.

52. Acceptance by the Attorney General shall be established by the signature of the Division Director of the Consumer Protection Division or her designee.

53. Pursuant to Section 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under Section 501.207, Florida Statutes.

54. This Final Judgment may be executed in any number of counterparts, the compilation of which shall constitute the original, full, and final agreement, and

facsimile copies of signatures and notary seals shall be deemed and accepted as original for all purposes of establishing the existence of this Final Judgment.

55. The receipt by the Attorney General of any monies pursuant to the Final Judgment does not constitute acceptance by the Attorney General, and any monies received shall be returned to Defendants if this Final Judgment is not accepted and fully executed by the Attorney General.

56. Nothing herein constitutes approval by the Attorney General of Defendants', or any person's or corporation's, past or future business practices, and Defendants shall not make any representation contrary to this paragraph or Final Judgment, or use the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs, or any of its current or former employees or representatives as an endorsement or approval of Defendants' acts, practices or conduct of business.

57. Nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any private person, business, corporation, government, or legal entity against Defendants.

58. Nothing herein shall be interpreted to prevent the Attorney General from taking any enforcement action to address conduct of Defendants occurring after the entry of this Final Judgment that the Attorney General believes to be in violation of the law.

59. The fact that such conduct was not expressly prohibited by the terms of this Final Judgment shall not be a defense to any such enforcement action.

60. Defendants waive, release, and forever discharge the Office of the Attorney General (including any of its past, present, or future administrators, employees, officers, attorneys, agents, representatives, officials acting in their official capacities, agencies, departments, commissions, and divisions) from any and all manner of civil claims, demands, actions, suits, and causes of action, damages whenever incurred, liabilities of any nature whatsoever, whether known or unknown, accrued or unaccrued, legal, equitable, or statutory, arising out of, or in any way related to, in whole, or in part, the subject matter of the litigation of this lawsuit and Final Judgment, occurring prior to the entry of this Final Judgment.

61. The Office of the Attorney General waives, releases, and forever discharges Defendants (including any of its past, present, or future administrators, employees, officers, attorneys, agents, representatives, officials acting in their official capacities, agencies, departments, commissions, and divisions) from any and all manner of civil claims, demands, actions, suits, and causes of action, damages whenever incurred, liabilities of any nature whatsoever, whether known or unknown, accrued or unaccrued, legal, equitable, or statutory, arising out of, or in any way related to, in whole, or in part, the subject matter of the litigation of this lawsuit and

Final Judgment, occurring prior to the entry of this Final Judgment, related to or arising from Florida's Deceptive and Unfair Trade Practices Act and related laws.

62. The Defendants waive all rights to appeal, rehearing, or to otherwise challenge or contest the validity of this Final Judgment.

63. Nothing herein relieves Defendants of their continuing duty to comply with applicable laws of the State of Florida, all federal or local laws, all regulations, all ordinances, and all codes, nor constitutes authorization by the Attorney General for Defendants to engage in acts and practices prohibited by such laws.

64. The Defendants acknowledge that they:

- a. obtained the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Final Judgment;
- b. jointly participated with the Attorney General in the negotiation of the terms articulated in this Final Judgment;
- c. read this Final Judgment in its entirety and are aware of its terms;
- d. voluntarily agreed to and signed this Final Judgment; and
- e. to the extent any rights or defenses have been waived by their entry into this Final Judgment, made such waiver voluntarily and with full knowledge of the ramifications of such waiver.

65. This Final Judgment is continuing in nature and shall be binding on any and all successors or assigns of Defendants.

66. The Parties acknowledge that this Final Judgment constitutes the final, complete, and exclusive statement of the Parties' agreement on the matters contained in this litigation and resolves all issues pertaining to the litigation filed by the Attorney General's Consumer Protection Division.

67. If any term of this Final Judgment is to any extent unenforceable, illegal, or invalid, then such term shall be excluded to the extent of its invalidity or unenforceability; all other terms shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Final Judgment is governed by laws of the State of Florida.

68. Defendants and the Attorney General agree that any post-judgment deposition related to payment of the Final Judgment Amount of Defendants that the Attorney General is entitled to under the law shall be held in Orange County, Florida, unless the Parties agree otherwise.

69. Defendants further agree not to object to or otherwise dispute the Attorney General enforcing this Final Judgment, including, but not limited to,

executing upon this Final Judgment upon a Default, in any jurisdiction outside the State of Florida.

70. This document is signed in anticipation of this Final Judgment being submitted to the Court for approval, without necessity of hearing, which is hereby WAIVED by all Parties. The signatures below indicate the Parties' consent and agreement to this Final Judgment.

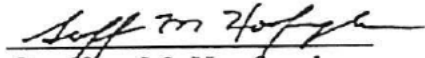
71. **IT IS FURTHER ORDERED** that this Court retains jurisdiction of this case for all purposes including, but not limited to, the enforcement of the terms of this Final Judgment, and to enter any further Orders as may be necessary to ensure compliance with this Final Judgment, including issuing additional injunctive relief, enforcing the Final Judgment, and any orders by contempt proceedings, civil and/or criminal.

SIGNATURES ON FOLLOWING PAGES

HOOF'S PETS, INC., d/b/a PETLAND ORLANDO EAST AND PETLAND WATERFORD LAKES

Agreed to and signed this 9th day of December, 2022, by the below-stated person who states and affirms as follows:

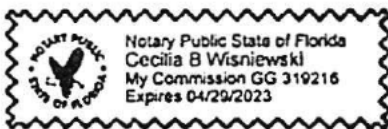
BY MY SIGNATURE, I, Geoffrey M. Hoofnagle, hereby affirm that I am acting in my capacity and within my authority over Hoof's Pets, Inc., d/b/a Petland Orlando East and Petland Waterford Lakes and that I have the full authority to bind Hoof's Pets, Inc., d/b/a Petland Orlando East and Petland Waterford Lakes to the terms and conditions of this Consent Final Judgment.


Geoffrey M. Hoofnagle
Owner, Manager, and
Registered Agent of Hoof's Pets, Inc.,
d/b/a Petland Orlando East a/k/a
Petland Waterford Lakes

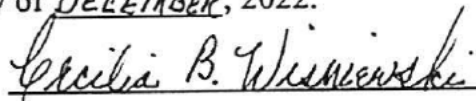


STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Geoffrey M. Hoofnagle personally appeared, as President of Hoof's Pets, Inc., d/b/a Petland Orlando East and Petland Waterford Lakes. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 9th day of DECEMBER, 2022.

Subscribed to before me this 9th day of DECEMBER, 2022.



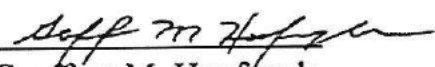
[NOTARIAL SEAL]


Notary Public
Personally known _____
OR Produced Identification   087-D
Type of Identification Produced FL DL

GEOFFREY M. HOOFNAGLE, INDIVIDUALLY

Agreed to and signed this 9th day of December, 2022, by the below-stated person who states and affirms as follows:

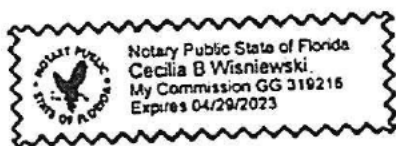
BY MY SIGNATURE, I, Geoffrey M. Hoofnagle, affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.


Geoffrey M. Hoofnagle

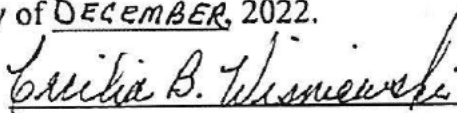
STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Geoffrey M. Hoofnagle personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 9th day of DECEMBER, 2022.

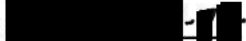
Subscribed to before me this 9th day of DECEMBER, 2022.



[NOTARIAL SEAL]


Notary Public

Personally known _____

OR Produced Identification  087-0

Type of Identification Produced FL DL

BEN W. HOOFNAGLE, INDIVIDUALLY

Agreed to and signed this 9th day of December, 2022, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Ben W. Hoofnagle, affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.

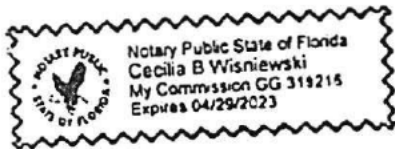
Ben W. Hoofnagle

Ben W. Hoofnagle

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Ben W. Hoofnagle personally appeared, individually. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 9th day of DECEMBER, 2022.

Subscribed to before me this 9th day of DECEMBER, 2022.



[NOTARIAL SEAL]

Cecilia B. Wisniewski

Notary Public

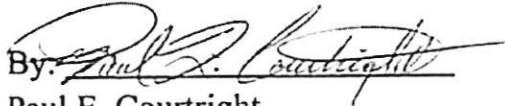
Personally known _____

OR Produced Identification [REDACTED] 449-0

Type of Identification Produced FLDL

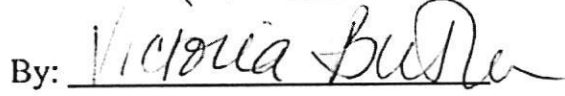
OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS

Dated this 9th day of DECEMBER, 2022.

By: 

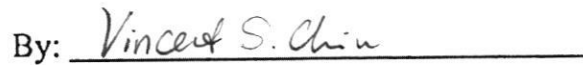
Paul E. Courtright
Assistant Attorney General
Florida Bar No. 0507741
Office of the Attorney General
State of Florida
Department of Legal Affairs
135 W. Central Blvd., Ste. 1000
Orlando, Florida 32801-2437
Telephone: (407) 316-4840
Facsimile: (407) 245-0365

Dated this 13 day of Dec, 2022.

By: 

Victoria Butler
Director
Consumer Protection Division
Florida Bar No. 861250
Office of the Attorney General
State of Florida
Department of Legal Affairs
3507 East Frontage Rd., Ste. 325
Tampa, Florida 33607-7013
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

DONE and **ORDERED** in Chambers in Orange County, Florida, this 15th
day of December, 2022.

By: 
Honorable Vincent Chiu
CIRCUIT JUDGE

Conformed copies to:

Office of the Attorney General
Department of Legal Affairs
Attn: Paul E. Courtright, Esq.
135 W. Central Blvd., Ste. 1000
Orlando, Florida 32801-2437
Counsel for Plaintiff

Amber N. Davis, Esq.
c/o Wolter Van Dyke Davis, PLLC
1900 Summit Tower Blvd., Ste. 140
Orlando, Florida 33810-5925

Dennis O'Connor, Esq.
c/o O'Connor & O'Connor LLC
800 N. Magnolia Ave., Ste. 1350
Orlando, Florida 32803-3259
Counsels for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically filed the foregoing, via the Florida Courts E-Filing Portal, which will send a Notice of Electronic Filing to the parties listed. The Court further Orders the Moving Party, and if no moving party, the Plaintiff, to IMMEDIATELY serve a true and correct copy of this Order to all parties/counsel(s) of record, for whom service is not included in E-file service and file proof of such service with the Clerk of Court.

Patrice Nebel 12/16/22

Judicial Assistant