

Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection
By: Julia N. Fisher
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Attorney for
Commonwealth of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA,	:	IN THE COURT OF COMMON PLEAS OF
ACTING BY ATTORNEY GENERAL	:	BERKS COUNTY,
THOMAS W. CORBETT, JR.,	:	PENNSYLVANIA
	:	
Plaintiff	:	
	:	No. 06-3943
vs.	:	
	:	ASSIGNED TO:
	:	
TRACI MURAI, Individually	:	
and d/b/a BULLIE PUPS R US	:	
	:	
Defendant	:	

CONSENT PETITION FOR A FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (herein referred to as the "Commonwealth" and/or "Plaintiff"), which filed a Complaint on April 26, 2006, against Traci Murai, individually and d/b/a Bullie Pups R Us (herein referred to as the "Defendant"), pursuant to Section 4 of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (herein referred to as the "Consumer Protection Law"), 73 P.S. § 201-4, seeking to enjoin Defendant from certain alleged acts or practices declared unlawful by the Consumer Protection Law, as well as other relief, as more fully set forth in the Complaint filed in this matter, the allegations of which are incorporated herein by reference;

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection, with offices located at 801 Hamilton Street, 4th Floor, Allentown, Pennsylvania 18120 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Defendant Traci Murai is an adult individual, residing at 313 West Morlatton Road, Douglassville, Pennsylvania 19518;

WHEREAS, Defendant is or was engaging in the business of selling imported English Bull Dogs to the public from a principal place of business located at 313 West Morlatton Road, Douglassville, Pennsylvania 19518;

WHEREAS, the Defendant was licensed by the Pennsylvania Department of Agriculture as a kennel, and sold dogs in excess of twenty-six (26) dogs per year, to the public;

WHEREAS, Defendant voluntarily relinquished and/or forfeited her license to the Department of Agriculture in January, 2007;

WHEREAS, based upon its investigation, the Commonwealth believes that the Defendant engaged in conduct which violated the Consumer Protection Law as more fully set forth in the April 26, 2006 Complaint, the allegations of which are incorporated herein by reference;

WHEREAS, Defendant is desirous of complying with the laws of the Commonwealth of Pennsylvania and the provisions of this *Consent Petition for a Final Decree* (herein referred to as “Consent Petition”) and has signed it with the intent that, upon approval of the Court, its provisions shall constitute the provisions of the Final Decree of this Court and shall have the same force and effect as a permanent injunction issued under § 201-4 of the Consumer Protection Law and shall be binding upon and enforceable against Defendant; and

SETTLEMENT TERMS

NOW THEREFORE, Defendant agrees from the date of the execution of this Consent Petition for a Final Decree (herein referred to as “Consent Petition”) for herself, her parents, affiliates, heirs, executors, administrators, personal representatives, successors, assigns, agents, employees and all other persons acting on her behalf, directly or through any corporate or other business device, that she will not engage in the activities referenced in this Consent Petition, including, as follows:

I. The Recitals are incorporated herein.

II. Injunctive and Affirmative Relief

A. Defendant SHALL be enjoined from owning, wholly or in part, or operating Bullie Pups R Us, or any other kennel and/or pet shop or, otherwise transacting business related thereto, within the Commonwealth of Pennsylvania and is forever banned from this business, except to the extent necessary to comply with sub-paragraphs H-J as set forth below.

B. Defendant SHALL be enjoined from selling puppies and/or dogs of any age within the Commonwealth of Pennsylvania under any circumstance, including, but not limited to the following:

1. Defendant SHALL be enjoined from making any deliveries or allowing for any dog pick-ups within the Commonwealth of Pennsylvania to any consumer regardless of the state in which the consumer resides.

2. Defendant SHALL be enjoined from transferring any dog within the Commonwealth of Pennsylvania to any consumer regardless of the state in which the consumer resides.

C. Defendant SHALL be enjoined from engaging in any transactions related, in any manner whatsoever, to Bullie Pups R Us, or a business of the same or similar nature within the Commonwealth of Pennsylvania.

D. Defendant SHALL be enjoined from breeding dogs or, otherwise transacting business related to the breeding of dogs, within the Commonwealth of Pennsylvania.

E. Defendant SHALL be enjoined from selling any dogs within the Commonwealth of Pennsylvania, regardless of where the breeding occurs.

F. It is understood that the Defendant may still reside within the Commonwealth of Pennsylvania; however, the Defendant SHALL be enjoined from performing any functions at said residence relating to Bullie Pups R Us or any business of the same or a similar nature, including, but not limited to the dog re-sale or breeding business.

G. Should the Defendant engage in the dog re-sale or breeding business in a jurisdiction outside the Commonwealth of Pennsylvania, the Defendant SHALL include on any and all advertisements, marketing materials, sales contracts or other solicitations including, but not limited to, the internet websites, the following language, in clear and conspicuous fashion:

NOTICE to Pennsylvania consumers: we cannot conduct business in the Commonwealth of Pennsylvania. For more information regarding this provision contact the Pennsylvania Office of Attorney General.

H. Defendant SHALL abide by each and every provision of the Pennsylvania Consumer Protection Law and its Dog Purchaser Protection provisions.

I. Without limitation thereto, Defendant SHALL apply each and every provision of the Dog Purchaser Protection provisions to all previous and existing Bullie Pups R Us contracts, executed during the time period when Bullie Pups R Us conducted business in Pennsylvania.

J. Defendant SHALL provide the remedies available under the Dog Purchaser Protection provisions to any and all consumers who file complaints with the Office of Attorney General, Bureau of Consumer Protection (“Bureau”), within ninety (90) days of the Effective Date of this Consent Petition, as defined below in Paragraph IV(B), as if they were made in a timely manner under the Dog Purchaser Protection provisions; and, whose claims for restitution are validated, as set forth below.

1. Any claim, complaint or restitution request that is postmarked by the ninetieth (90th) day after the Effective Date of this Consent Petition shall be deemed timely. Any such complaints made directly to Defendant shall be forwarded within ten (10) days to the Commonwealth at: Bureau of Consumer Protection, 21 South 12th Street, Philadelphia, Pennsylvania 19107.
2. Restitution shall be paid to consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of the Defendant which occurred prior to the Effective Date and which constituted a violation(s) of the Dog Purchaser Protection Act.
3. In order for a consumer to be eligible for consideration for restitution from the Defendant hereunder, the consumer must provide adequate documentation which supports his or her claim and/or complaint, and a sworn affidavit from a consumer may also be required by the Commonwealth.
4. Defendant agrees to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the Commonwealth, within twenty (20) days of the request, with regard to any consumers who submit complaints within the aforementioned ninety (90) day period. This shall include any written response Defendant wishes to make to the specific consumer complaints made.
5. The determination of whether a consumer shall receive restitution hereunder and the determination of the amount of any such restitution paid to such consumer shall be within the sole discretion of the Commonwealth.

III. Monetary Relief

A. Defendant SHALL pay to the order of the Commonwealth of Pennsylvania, Office of Attorney General, by certified check, attorney's check or money order, the total amount of Twenty-Five Thousand Three and 30/100 Dollars (\$25,003.30), to be allocated in the following manner:

1. **Consumer Restitution** in the amount of Fourteen Thousand Nine Hundred Sixty-Four and 80/100 Dollars (\$14,964.80), to be distributed by the Commonwealth of Pennsylvania, Office of Attorney General, to consumers who have filed complaints with the Commonwealth. The amount, timing and manner of distribution of restitution to these consumers shall be in the sole discretion of the Commonwealth.

2. **Civil Penalties** in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), to be distributed to the Commonwealth of Pennsylvania, Treasury Department;

3. **Future Public Protection and Education Purposes** in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be placed in an interest-bearing account from which both principal and interest shall be used for future public protection and education purposes;

4. **Filing Fee** in the amount of Thirty-Eight and 50/100 Dollars (\$38.50) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to cover the cost of filing this Consent Petition.

B. Defendant SHALL provide additional monetary relief to compensate any consumers who file validated complaints with the Commonwealth, pursuant to Paragraph II(J), above.

1. Defendant SHALL provide any monies due to consumers pursuant to Paragraph J within thirty (30) days of the Commonwealth's submission of these claims to Defendant.

2. Any monies due under Paragraph B(1), above, shall be made payable to the Commonwealth of Pennsylvania, Office of Attorney General, for distribution thereunder.

3. Eligibility for restitution under Paragraphs II(J) and III(B), as well as the amount, timing and manner of distribution of restitution to eligible consumers shall be in the sole discretion of the Commonwealth.

4. Any monetary relief provided pursuant to this Paragraph III(B) shall be in addition to other relief and remedies to which consumers may be entitled pursuant to Paragraph II(J).

C. Payment Terms:

1. Defendant shall pay to the Commonwealth of Pennsylvania the sum of Five Thousand and 00/100 Dollars (\$5,000.00) at the time of execution of said Consent Petition. Defendant shall pay via certified check or money order, as set forth in Paragraph A, above.

2. Any payments made under this agreement shall be applied first towards restitution, then towards penalties and, finally, towards the costs referenced above.

3. Defendant shall pay the remaining Twenty Thousand Three and 30/100 Dollars (\$20,003.30) to the Commonwealth in monthly installments of Five Hundred and 00/100 Dollars (\$500.00) per month commencing within thirty (30) days of execution of said Consent Petition and continuing until all monies have been paid as set forth in Section III(A) above.

D. Defendant agrees and understands that a Judgment shall be entered in the Court of Common Pleas of Berks County, as agreed upon in this Consent Petition, for restitution, civil

penalties and costs in the amount of Twenty-Five Thousand Three and 30/100 Dollars (\$25,003.30).

E. Defendant agrees and understands that should the Defendant fail to make any of the aforementioned payments to the Commonwealth the appropriate legal action will be taken.

IV. Miscellaneous Terms

A. Time shall be of the essence with regards to Defendant's obligations hereunder.

B. The "Effective Date" of this Consent Petition shall mean the date that this Consent Petition is approved by the Court of Common Pleas of Berks County.

C. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

D. Defendant, Traci Murai, as owner of Bullie Pups R US, hereby states that she is authorized to enter into and execute this Consent Petition by and on behalf of Bullie Pups R Us.

E. Defendant further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

F. Nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity, or by any local, state, federal or other governmental entity.

G. The Court of Common Pleas of Berks County shall maintain jurisdiction over the subject matter of this Consent Petition and over the Defendant for purpose of enforcement of this injunction, Consent Petition and/or the Final Decree accompanying it.

H. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or

more counterparts of this Final Decree may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

I. Defendant understands and agrees that if Defendant has made any false statement in or related to this Consent Petition, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

J. The Commonwealth and Defendant hereby stipulate that the Final Decree of this Court to be issued pursuant to this Consent Petition shall act as a permanent injunction issued under § 201-4 of the Consumer Protection Law, and, that, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Order accompanying it shall be sufficient cause for the Commonwealth, by its Attorney General, to seek penalties as provided in § 201-8 of the Consumer Protection Law or any other relief as the Court shall determine.

K. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

L. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon this Consent Petition and/or the agreements contained herein being approved by the Court of Common Pleas of Berks County and entered as a Final Decree.

WHEREFORE, without completion of the trial in this case or adjudication of the facts or law herein between the parties to this Consent Petition, the Defendant agrees to the signing of this Consent Petition and this Court hereby orders that the Defendant shall be permanently enjoined from breaching any and all of the aforementioned provisions, and this Consent Petition resolves any and all civil claims under the Consumer Protection Law and its Dog Purchaser Protection provisions between the Commonwealth of Pennsylvania, by its Attorney General, through the Bureau of Consumer Protection, and the Defendant arising from the specific allegations in the aforementioned Complaint in the above captioned action, except for those rights expressly reserved herein by the parties to this action.

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WE HEREBY consent to this *Consent Petition for Final Decree* and, intending to be legally bound, have hereto set their hands and seals and submit the same to this Honorable Court for the making and entry of a Final Decree of the Court.

FOR THE PLAINTIFF:
COMMONWEALTH OF PENNSYLVANIA
THOMAS W. CORBETT, JR.

Date: _____ By: _____
Julia N. Fisher
Deputy Attorney General
Attorney No. 200502
Office of Attorney General
Bureau of Consumer Protection
21 South 12th Street, 2nd Floor
Philadelphia, Pennsylvania 19107
Phone: (215) 560-2414
Facsimile: (215) 560-2494

FOR THE DEFENDANT:

Date: _____ By: _____
Traci Murai, Individually and
d/b/a Bullie Pups R Us

Date: _____ By: _____
Eric P. Wilenzik, Esquire
Attorney for the Defendant
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