

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

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

*Petitioners,*

**SO ORDERED  
STIPULATION OF  
SETTLEMENT AND  
DISCONTINUANCE  
WITH PREJUDICE**

-against-

Index No. 615766/2021  
Hon. Francis Ricigliano,  
J.S.C.

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

*Respondents.*

-----X

**IT IS HEREBY STIPULATED AND AGREED**, by and between THE  
PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General  
of the State of New York (“Petitioners”), and 5 CORNERS PET, INC., RISK  
ENTERPRISES, INC. d/b/a SHAKE-A-PAW, GERARD O’SULLIVAN and MARC  
JACOBS, both individually and as owners of Shake-A-Paw (“Shake-A-Paw” or  
“Respondents”), by their attorneys of record:

**WHEREAS**, the parties desire to resolve this proceeding without further  
litigation;

**WHEREAS**, this proceeding is settled and discontinued, with prejudice and  
without costs, as to the restitution claims for the known and unknown consumers as

of the date of the execution and filing of this Stipulation (“Effective Date”).

**WHEREAS**, nothing in this Stipulation shall preclude Petitioner or Respondents from citing to the procedural history of this proceeding, including the prior allegations of the Petitioner, the Respondents’ denials and rebuttals thereof, and any judicial decisions, orders and findings made therein, in any subsequent judicial proceeding.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and other consideration contained in this Stipulation, the parties hereby stipulate and agree as follows:

#### **DISCONTINUANCE OF PROCEEDING**

1. This proceeding is discontinued with prejudice and without costs to any Party against any other Party, subject to the third “Whereas” clause above, which begins “WHEREAS, nothing in this Stipulation . . .”.

#### **PARTIES SUBJECT TO THIS STIPULATION**

2. This Stipulation shall extend to 5 Corners Pet, Inc.; Risk Enterprises Inc. d/b/a Shake-A-Paw, Gerard O’Sullivan and Marc Jacobs, and Respondents’ partners, agents, officers, employees, successors, and assigns, or any other persons under Respondents’ direction and control, with respect to the operation of any licensed pet dealer, whether acting individually or in concert with others, or through any corporate or other entity or device through which Respondents may now or

hereafter act or conduct business.

### COMPLIANCE WITH NYS AND LOCAL LAWS

3. Respondents agree to comply with all provisions of New York State Executive Law § 63(12); General Business Law (“GBL”) §§ 349, 350, 753, 753-a, 753-b, 753-c, 753-d, 753-e, 753-f, 754, and 755; Agriculture and Markets Law (“Ags and Markets”) Article 26-A; and Nassau County Local Law No. 11-2014.

### CONTRACT OF SALE AND REQUIRED NOTICES

4. Respondents agree that all of the provisions of their contracts shall comply with GBL §§ 753-e and 754 (“Contract”).

5. Respondents shall provide consumers at the time of sale with all disclosures and notices required by Agriculture and Markets Law Article 26-A and GBL Article 35-D (“Disclosures”).

6. Attached hereto collectively as Exhibit “A” are the Contract and Disclosures that Respondents shall <sup>within 7 days,</sup> enter into and provide consumers at the time of sale, which are hereby approved by Petitioner. No modifications or amendments to the Contract and Disclosures, as attached hereto, shall be made without the prior written approval of the Attorney General.

Handwritten signature and initials in blue ink, including a circled 'CS' and '7/12'.

## RESTITUTION, PENALTIES, COSTS AND CLAIMS

7. Respondents shall pay Petitioner the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), inclusive of all civil penalties, costs, and restitution (“Settlement Amount.”), which may be made in two installments. The first installment payment of the Settlement Amount shall be in the amount of Fifty Thousand and 00/100 Dollars (\$50,000) and shall be made on or before April 5, 2024. The second installment payment of the Settlement Amount shall be in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) and shall be made on or before June 5, 2024. Each installment payment shall be made by wire transfer or bank check payable to the State of New York and delivered to the Nassau County Office of the Attorney General, 200 Old Country Road, Suite 240, Mineola, New York, 11501, Attention: Assistant Attorney General Christina H. Bedell.

8. Petitioner understands and acknowledges that it releases Respondents and is precluded by this Stipulation from pursuing any claims or commencing any litigation against Respondents for alleged violations of Executive Law Section 63(12), General Business Law Article 35-D and Sections 349, 350, 753-755, and Agriculture and Markets Law Article 26-A for acts or omissions that allegedly occurred prior to the Effective Date, including any consumer claim for restitution related to a purchase of dogs or cats that occurred prior to the Effective Date. This release, however, shall not affect the private rights of any person or non-party to the proceeding.



## **DISCHARGE OF PERFORMANCE BOND**

9. The Parties consent to the Court's execution of the Order Discharging Performance Bond #800127039 annexed hereto as Exhibit "B" ("Bond" and "Bond Discharge Order") upon seven days' notice following Respondents' full payment of the Settlement Sum, which Bond Discharge Order may then be filed without further notice or order of the Court,

10. Petitioner agrees, to execute and deliver such other and further documentation, at no cost to Petitioner, as may be reasonably requested by Respondents or by the surety under the Bond to release to Respondents the cash collateral securing the Bond, but only after Petitioner has received full payment of the Settlement Amount.

## **NON-COMPLIANCE**

11. This Court shall retain continuing jurisdiction of this proceeding for the purpose of enforcing the terms of this Stipulation and to hear and determine any and all disputes arising hereunder, including alleged violations of Executive Law Section 63(12), General Business Law Article 35-D and Sections 349, 350, 753-755, and Agriculture and Markets Law Article 26-A that occurred on or after the Effective Date, provided that all such disputes and claims shall be submitted to the Court for review within one (1) year of the date of the filing of this Stipulation.

12. The Parties consent and jointly request that any applications or proceedings to enforce this Stipulation or to resolve any disputes hereunder be assigned to Justice Francis Ricigliano, the Justice assigned to this matter, and only be assigned to another Justice of this Court in the event that Justice Ricigliano is no longer sitting in the Supreme Court of Nassau County.

### **OTHER PROVISIONS**

13. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

14. This Stipulation is not intended for use by any third party in any other proceeding.

15. This Stipulation is a settlement and compromise of disputed claims and is not an admission by Respondents or their representatives of any liability or wrongdoing, or an admission as to the merit or lack of merit of any claims or defenses that the Parties have asserted or could have asserted against one another in this proceeding. Without limiting the foregoing, this Stipulation constitutes neither an admission nor a finding that Respondents violated any provision of Executive Law Section 63(12), General Business Law Article 35-D and Sections 349, 350, 753-755, and Agriculture and Markets Law Article 26-A.

16. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that Respondents violate this Stipulation or engage in conduct

alleged in this proceeding.

17. This Stipulation may not be amended except by an instrument in writing signed on behalf of the parties to this Stipulation.

18. All parties acknowledge that they have entered this Stipulation freely and voluntarily and upon due deliberation with the advice of counsel.

19. This Stipulation shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

20. This Stipulation shall not be interpreted in favor or against either Party on account of such Party's counsel having drafted this Agreement.

21. The parties hereby waive and shall not have any right to appeal any of the terms of this Stipulation or in any way challenge the validity of any of the terms of this Stipulation in any forum.

22. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Stipulation has been made to or relied upon by Respondents in agreeing to this Stipulation.

23. This Stipulation shall be binding on and inure to the benefit of the parties to this Stipulation and their respective successors and assigns, provided that no party, may assign, delegate, or otherwise transfer any of its rights or obligations under this Stipulation without the prior written consent of Attorney General.

24. In the event that any one or more of the provisions contained in this Stipulation shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of

this Stipulation.

25. This Stipulation constitutes the entire agreement between the Parties concerning the subject matter of the proceeding and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning said subject matter.

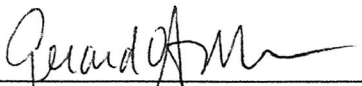
26. This Stipulation may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute one instrument.

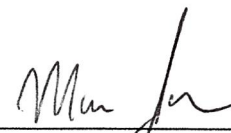
Dated: Mineola, New York  
March 7, 2024

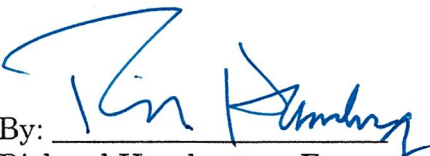
**LETITIA JAMES**  
Attorney General of the State of New York

By: *Christina H. Bedell*

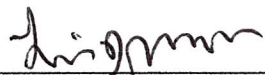
Christina H. Bedell, AAG  
Toni Logue, Deputy AAG  
Valerie Singleton, AAG in Charge  
Nassau Regional Office  
200 Old Country Road, Suite 240  
Mineola, NY 11501

By:   
Gerard O'Sullivan, Owner  
5 CORNERS PET, INC.,  
RISK ENTERPRISES, INC.  
d/b/a SHAKE-A-PAW

By:   
Marc Jacobs, Owner  
5 CORNERS PET, INC.,  
RISK ENTERPRISES, INC.  
d/b/a SHAKE-A-PAW

By:   
Richard Hamburger, Esq.  
David Yaffe, Esq.  
Hamburger & Yaffe, LLP  
191 New York Avenue  
Huntington, NY 11743

**SO ORDERED:**

  
Honorable Francis Ricigliano, J.S.C.

**EXHIBIT “A”**



TYPE OF ANIMAL		CAT <input type="checkbox"/>	DOG <input checked="" type="checkbox"/>	BREED	[REDACTED]	Date	3/5/2024
FILE #	[REDACTED]	MICROCHIP ID	[REDACTED]	ID2	[REDACTED]	SEX	[REDACTED]
PET#	[REDACTED]	LITTER #	[REDACTED]	BREEDER/BROKER	[REDACTED]		
BIRTH DATE	[REDACTED]	ARRIVAL DATE	[REDACTED]	ADDRESS	[REDACTED]		
SIRE NAME	[REDACTED]	REG #	[REDACTED]	Registry	AKC		
DAM NAME	[REDACTED]	REG#	[REDACTED]				
PURCHASER'S NAME		[REDACTED]	PHONE #		[REDACTED]		
PURCHASER ADDRESS		[REDACTED]					
PURCHASE PRICE		[REDACTED]	+	TAX	[REDACTED]	=	TOTAL
DATE PURCHASER RECEIVED REG. PAPERS		3/5/2024					
PURCHASERS SIGNATURE _____							

**Conditions - See Purchaser Information Statement Pursuant to GBL Section 753-B (following)**

[REDACTED]

**IMPORTANT STATEMENTS**

- Other than as set forth in the "Sale of Dogs and Cats Notice," provided herewith, all puppy sales are final and not returnable. Purchaser agrees that the animal may not be returned for reasons of landlord disapproval, family disagreement, allergies, other pet problems, etc.
- \* The puppy that you have purchased is sold to you as a pet. Shake A Paw does not guarantee the puppy for breeding or showing. Adult mature weights, sizes and temperaments may vary and cannot be guaranteed.
- \* All pet sales in New York apply only to the original owner and are non-transferrable
- \* Consumer agrees that Shake A Paw has made no oral representations. The terms and conditions of this sale are set forth in this agreement, and accompanying documents.
- \* Shake A Paw assumes no liability for veterinary expenses incurred in the event any of your other pets contract illness from the puppy/kitten described above. Again, we recommend keeping new puppies/kittens separate from your other pets until your new puppy/kitten has been seen by a veterinarian and that veterinarian approves your new puppy/kitten socializing or coming into close contact with other pets in your household.

PURCHASER'S SIGNATURE \_\_\_\_\_ DATE 3/5/2024

SELLER'S SIGNATURE \_\_\_\_\_ DATE 3/5/2024



## IMPORTANT STATEMENTS

In accordance the specific requirements of the New York Pet Lemon Law (N.Y. General Business Law Article 35-D), you have the right to return your puppy or kitten for a full refund of your purchase price or exchange if, within fourteen (14) business days following the sale of an animal or receipt of The Sale of Dogs and Cats Notice, whichever occurs last, a veterinarian of your choosing finds the animal to be unfit for purchase because of illness or the presence of symptoms of an infectious disease. **YOUR SPECIFIC RETURN, REFUND AND REIMBURSEMENT RIGHTS ARE SET FORTH IN THE SALE OF DOGS AND CATS NOTICE WHICH IS BEING SEPARATELY PROVIDED TO YOU.** You are not required to use any of the veterinarians recommended by Shake a Paw to receive reimbursement of reasonable veterinary expenses not exceeding the purchase price of the animal under the New York Pet Lemon Law, and any veterinarian of your choosing can issue an unfit for sale certification.

In addition, Shake a Paw, as a courtesy, without affecting or diminishing any of your rights under the New York Pet Lemon Law, including the right to bring your puppy or kitten to a veterinarian of your choosing for evaluation, treatment and care, Shake A Paw will cover the costs of veterinary care if your animal is sick and is brought to [NAME/ADDRESS] for treatment within 14 business days of the date of purchase until such illness is resolved up to the purchase price of the animal. Again, veterinary care costs are covered under the New York Pet Lemon Law if you take your puppy or kitten to a veterinarian of your choosing and you meet the requirements of the New York Pet Lemon Law (*see* The Sale of Dogs and Cats Notice).

Shake A Paw does not guarantee the puppy for breeding or for showing. Adult mature weights, sizes and temperaments may vary and cannot be guaranteed.

All pet sales apply only to the original owner and are non-transferable.

Shake A Paw assumes no liability for veterinary expenses incurred in the event any of your other pets contract illness from the puppy or kitten you have purchased. We recommend keeping new puppies and kittens separate and avoiding close contact with other pets in your household until your new puppy or kitten has been seen by a veterinarian.

NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS  
DIVISION OF ANIMAL INDUSTRY  
1 WINNERS CIRCLE, ALBANY, NY 12235

80.5 Information statement. Pursuant to General Business Law section 753-B, every pet dealer shall deliver to the purchaser of a dog or cat, at the time of sale, a written statement in the following form:

INFORMATION STATEMENT FOR PURCHASER OF DOG OR CAT  
PURSUANT TO GENERAL BUSINESS LAW SECTION 753-B

(a) TYPE OF ANIMAL: CAT  DOG

(b) Breeder's name and address, if known. If not known, set forth the name and address of the source of the animal. If the person from whom the dog or cat was obtained is a dealer licensed by the United States Department of Agriculture, set forth the person's name, address and federal identification number:

Breeder Name: [REDACTED]

Breeder Address: [REDACTED]

Broker Name: [REDACTED]

Broker Address: [REDACTED]

(c) The date of the dog or cat's birth, unless unknown because of the source of the animal, in which case set forth the date the pet dealer received the animal and the location where the animal was received:

Birth Date: [REDACTED]

(d) For dogs only:

(i) The breed, sex, color and identifying marks at the time of sale.

Breed: [REDACTED]

Sex: [REDACTED]

Color: [REDACTED]

(ii) If the dog is from a United States Department of Agriculture licensed source, set forth the individual identifying tag, tattoo or collar number for that animal:

Pet Number: [REDACTED]

(iii) If the breed is unknown or mixed, indicate that fact:

Same as in section (d) (i)

(iv) If the breed is being sold as being capable of registration, set forth the name and registration numbers of the sire and dam and the litter number, if known:

Sire: [REDACTED] Sire Registration: [REDACTED]

Litter Number: [REDACTED]

Dam: [REDACTED] Dam Registration: [REDACTED]

(e) The record of immunizations and worming treatments administered, if any, to the dog or cat as of the time of sale, while the animal was in the possession of the pet dealer, including the dates of administration and the type of vaccines or worming treatments administered:

See Attached

(f) For cats only: Set forth any known diseases, sickness or congenital condition that adversely affects the health of the cat at the time of sale:

N/A

(g) Set forth any veterinary treatment or medication received by the dog or cat while in the possession of the pet dealer (other than those set forth in paragraph (e) above):

None

Check one:

- The dog or cat has no known disease or illness and no known congenital hereditary condition that adversely affects the health of the animal at the time of sale
- The dog or cat has an existing condition, that of which is indicated below but has been confirmed by a licensed veterinarian, that it should not adversely affect the health of the animal at the time of sale; or
- Set forth any known congenital or hereditary condition, disease or illness that adversely affects the health of the dog or cat at the time of sale and attach a statement signed by a licensed veterinarian that authorizes the sale of the dog or cat, recommends necessary treatment, if any and verifies that the condition, disease or illness does not require hospitalization or non-elective surgical procedures and is not likely to require hospitalization or non-elective surgical procedures in the future. A veterinarian statement is not required for intestinal or external parasites unless their presence makes the dog or cat clinically ill or is likely to do so. The statement shall be valid for fourteen business days following examination of the dog or cat by the veterinarian.

PET DEALER CERTIFICATION

I, SHAKE-A-PAW LYNBROOK	(516) 825-7877
PRINT NAME OF PET DEALER	TELEPHONE NUMBER
1 ATLANTIC AVENUE	
STREET ADDRESS	
LYNBROOK	NY 11563
CITY, TOWN OR VILLAGE	STATE ZIP CODE
HEREBY CERTIFY THE ACCURACY OF THE ABOVE STATEMENT.	March 5, 2024
SIGNATURE OF PET DEALER	DATE

PURCHASER CERTIFICATION

I, [REDACTED]	[REDACTED]
PRINT NAME OF PURCHASER	TELEPHONE NUMBER
[REDACTED]	
STREET ADDRESS	
[REDACTED]	[REDACTED]
CITY, TOWN OR VILLAGE	STATE ZIP CODE
HEREBY CERTIFY THE ACCURACY OF THE ABOVE STATEMENT.	March 5, 2024
SIGNATURE OF PURCHASER	DATE



## THE SALE OF DOGS AND CATS NOTICE

Article 35-D of the General Business Law, hereinafter referred to as "the Law", sets forth certain rights which arise when a consumer purchases a dog or a cat from a pet dealer. Pursuant to the Law the Commissioner of Agriculture and Markets has promulgated regulations which require a pet dealer to provide certain information to a consumer in writing upon the sale of an animal. Such information shall include a description, including the breed of the animal, the date of purchase, the name, address and telephone number of the consumer and the pet dealer and the amount of the purchase. The pet dealer shall certify such information by signing and dating the document in which it is contained. Additionally, every pet dealer who sells an animal required to be vaccinated against rabies, to a consumer shall provide the consumer at point of sale with a written notice summarizing rabies immunization requirements.

The Law further provides that if, within fourteen business days following the sale of an animal subject to this article or receipt of the written notice required by section seven hundred fifty-four of this article, whichever occurred last, a veterinarian of the consumer's choosing, licensed by a state certifies such animal to be unfit for purchase due to illness or the presence of symptoms of a contagious or infectious disease, or if, within one hundred eighty calendar days following such sale or receipt, whichever occurred last, a licensed veterinarian certifies such animal to be unfit for purchase due to a congenital malformation which adversely affects the health of the animal, the pet dealer shall afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price including sales tax and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase pursuant to this section;

(b) The right to return the animal and to receive an exchange animal of the consumer's choice of equivalent value and reasonable veterinary costs directly related to the veterinarian's certification that the animal is unfit for purchase pursuant to this section; or

(c) The right to retain the animal and to receive reimbursement from a pet dealer for veterinary services from a licensed veterinarian of the consumer's choosing, for the purpose of curing or attempting to cure the animal. The reasonable value of reimbursable services rendered to cure or attempting to cure the animal shall not exceed the purchase price of the animal. The value of such services is reasonable if comparable to the value of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian. Such reimbursement shall not include the costs of initial veterinary examination fees and diagnostic fees not directly related to the veterinarian's certification that the animal is unfit for purchase pursuant to this section.

The commissioner by regulations shall prescribe a form for, and the content of, the certification that an animal is unfit for purchase, which shall be provided by an examining veterinarian to a consumer upon the examination of an animal which is subject to the provisions of this section. Such form shall include, but not be limited to, information which identifies the type of animal, the owner, the date and diagnosis of the animal, the treatment recommended if any, and an estimate or the actual cost of such treatment. Such form shall also include the notice prescribed in section seven hundred fifty-four of this article.

The commissioner by regulations shall prescribe information which shall be provided in writing by the pet dealer to the consumer upon the sale of the animal. Such information shall include, but not be limited to, a description, including breed of the animal, the date of purchase, the name, address and telephone number of the consumer, and the amount of the purchase. The pet dealer shall certify such information by signing the document in which it is contained.

2. The refund and/or reimbursement required by subdivision one of this section shall be made by the pet dealer not later than ten business days following receipt of a signed veterinary certification as herein required. Such certification shall be presented to the pet dealer not later than three business days following receipt thereof by the consumer.

2-a. Every pet dealer who sells an animal required to be vaccinated against rabies, pursuant to section twenty-one hundred forty-one of the public health law, to a consumer shall provide the consumer at point of sale with a written notice, provided by the department of health, summarizing rabies immunization requirements.

3. A veterinary finding of intestinal parasites shall not be grounds for declaring the animal unfit for sale unless the animal is clinically ill due to such condition. An animal may not be found unfit for sale on account of an injury sustained or illness contracted subsequent to the consumer taking possession thereof.

4. In the event that a pet dealer wishes to contest a demand for refund, exchange or reimbursement made by a consumer pursuant to this section, such dealer shall have the right to require the consumer to produce the animal for examination by a licensed veterinarian designated by such dealer. Upon such examination, if the consumer and the dealer are unable to reach an agreement which constitutes one of the options set forth in subdivision one of this section within ten business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain such refund, exchange and/or reimbursement.

5. Nothing in this section shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

# What Pet Owners Need to Know About Rabies Vaccinations in New York State

(Effective November 20, 2002, this information sheet must be provided by pet dealers to consumers upon point of sale of cats, dogs and ferrets)

State law requires rabies vaccinations (shots) for all cats, dogs and domesticated ferrets!

## Where can I get my pet vaccinated?

All counties are required to provide a free vaccination clinic every four months. Contact your county health department for the schedule in your area. Rabies vaccinations are also available from your veterinarian. If you have questions about new vaccines developed specifically for cats and for pets at younger ages, contact your county health department or veterinarian.

## When should my pet receive its first rabies vaccination?

The law required that your pet's first rabies vaccination be given no later than four months after its date of birth. Many rabies vaccines are licensed for use at three months, although some may be given at younger ages.

## When should my pet receive its second rabies vaccination?

Your pet should receive its second rabies vaccination within one year after the first vaccination. The second rabies shot and all shots thereafter are sometimes called booster shots.

## After my pet gets its second rabies shot, when is the next booster shot due?

After the second rabies shot, you only need to get additional booster shots every three years, if the vaccination clinic or your veterinarian is using a rabies vaccine licensed for three years.

## What proof will I have that my pet received its rabies shots?

The veterinarian, or a person under the veterinarian's supervision, will provide you with a certificate as proof that your pet has been vaccinated. The veterinarian's office will also keep a copy of your pet's vaccination certificate. The law requires the veterinarian to provide the vaccination certificate to any public health official for any case involving your dog, cat or ferret that may have been exposed to rabies, or in any case of possible exposure of a person or another animal to rabies.

## What if my pet needs to be taken to the veterinarian?

Whenever you bring your pet to a veterinarian, she will verify if the animal is up-to-date on its rabies shots. If the animal is not up-to-date on its rabies shots or exempt as stated below, or if the veterinarian cannot find proof of the animal's rabies vaccination history, you may request your pet be vaccinated at this time.

## If my pet bites a person, does it have to be euthanized (put to sleep)?

If your pet bites a person and you wish to avoid euthanizing and testing it for rabies, it must be confined and observed for ten days. If your pet is not up-to-date on its rabies shots, the ten-day confinement/observation period must take place at the owner's expense, at an appropriate facility such as an animal shelter, veterinarian's office, or kennel. If your pet is up-to-date on its rabies shots, the county health department may allow the ten-day confinement/observation period to take place in your house. During the ten-day confinement period, the county or a designated party must verify that your pet is under confinement and observation, and has remained healthy during and at the end of the ten-day period.

## Fines

If your dog, cat or domesticated ferret is not vaccinated, is not up-to-date on its vaccinations, or is not properly confined after biting someone, as the owner you shall be subject to a fine not to exceed \$200 for each offense.

## Exemptions

The vaccination requirement shall not apply to any dog, cat, or domesticated ferret if the animal is transported through New York State and remains in the state 15 days or less; the animal is confined to the premises of an incorporated society devoted to the care of lost, stray or homeless animals; a licensed veterinarian has determined that the vaccination will adversely affect the animal's health; the animal is confined to the premises of a college or other educational or research institution for research purposes; or if the animal is unowned (feral, wild, not socialized).





## Important Information about your Pet

### TOP 3 REASONS TO SPAY/NEUTER YOUR PET:

It helps to reduce companion animal overpopulation. Most countries have a surplus of companion animals and are forced to euthanize or disregard the great suffering. The surplus is in the millions in the United States.

Sterilization of your cat or dog will increase his/her chance of a longer and healthier life. Altered animals have decreased risk of mammary gland tumors/cancer, prostate cancer, perianal tumors, pyometria and uterine, ovarian and testicular cancers.

Sterilizing your cat or dog makes him/her a better pet, reducing his/her urge to roam and decrease the risks of contracting diseases or getting hurt as they roam. Surveys indicate that as many as 85% of dogs hit by cars are unaltered. Intact male cats living outside have been shown to live an average less than two years. FIV and FeLV is spread by bites and intact cats fight a great deal more than altered cats.

#### Benefits of Spay/Neuter for Cats and Dogs:

##### Benefits of Spaying (Females):

No heat cycles, therefore males won't be attracted

Less desire to roam

Risk of mammary gland tumors, ovarian, uterine cancer is reduced or eliminated, especially if done before the first heat cycle

Reduces the number of unwanted kittens/puppies

Helps dogs and cats live longer and healthier lives.

##### Benefits of Neutering (Males):

Reduces or eliminates risk of spraying or marking

Less desire to roam, therefore less likely to be injured in fights or auto accidents

Risk of testicular cancer is eliminated and decreases incidence of prostate disease

Reduces number of unwanted kittens/puppies

Decreases aggressive behavior, including dog bites

Helps dogs and cats live longer and healthier lives

### DOG LICENSING - IT'S THE LAW!

The owner of any dog reaching the age of 4 months shall immediately make application for a dog license.

Apply for a dog license at your local licensing agent. This would be the clerk of the town, city or in some counties, village.

Dogs harbored in NEW YORK CITY must be licensed through the NY City Department of Health.

New York State requires that all owned dogs be licensed and every dog owner should have a dog license tag attached to their dog's collar while in public. Dog owners may be fined for violation of these laws.

Exemptions may apply for our state owned dogs who have a license from their state of residence.

Questions?? Contact your local town clerk because they handle all dog licensing. If you cannot reach them, you may try the NYS Dept of Ag and Markets office at (518) 457-3502.

#### Benefits of Licensing:

Licensing contributes to animal control and the protection of the public health:

Information about licensed dogs assists in the medical follow-up of individuals potentially exposed to infected dogs, especially important during rabies outbreak.

Licensing is key to family emergency preparedness planning to ensure a dog owner is reunited in case of separation during a citywide emergency.

Licensing helps enforce the New York State spay/neuter law, which mandates a surcharge on the license fee for unaltered dogs. Spaying or neutering is in the best interest of your pet because it helps reduce the stray animal population and may help reduce unwanted behavior as well.



# **EXHIBIT “B”**



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

Present: Hon. FRANCIS RICIGLIANO  
Supreme Court Justice

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

Petitioners,

- against -

**ORDER DISCHARGING**  
**PERFORMANCE BOND**  
**#800127039**

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

Index No.: 615766/2021

Respondents.  
-----X

**WHEREAS**, the People of the State of New York, by Letitia James, Attorney General of the State of New York, Petitioner, having commenced a special proceeding in the Supreme Court of the State of New York, Nassau County, under Index No. 615766/2021, against 5 Corners Pet, Inc., Risk Enterprises, Inc., d/b/a Shake-A-Paw and Gerard O’Sullivan and Marc Jacobs, both individually and as owners of Shake-A-Paw, Respondents, to recover from said respondents restitution and penalties pursuant to Executive Law § 631(12) and General Business Law Article 35-D and §§ 349, 350, 735-755, and

**WHEREAS**, the Court (Voutsinas, J.) having issued an Order, dated April 7, 2022, directing respondents to post a performance bond in the sum of Two Hundred Fifty Thousand and 00/11 Dollars (\$250,000) by a surety or bonding company licensed by, and in good standing with, the New York state Department of Financial Services; and

**WHEREAS**, in accordance with that Order, Atlantic Special Insurance Company, as surety, posted Bond #800127039, dated April 18, 2022, in the penal sum of Two Hundred Fifty Thousand and 00/11 Dollars (\$250,000) in favor of the People of the State of New York, by Letitia James, Attorney General of the State of New York, as Obligee; and

**WHEREAS**, this matter has been settled and discontinued, with prejudice,

**NOW, THEREFORE, IT IS**

**ORDERED** that Bond #800127039, dated April 18, 2022, and issued by Atlantic Specialty Insurance Company in the penal sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.000) is hereby cancelled and discharged; and it is further

**ORDERED** that Atlantic Specialty Insurance Company is hereby released and discharged from all liability under Bond #800127039.

Dated: Mineola, N.Y.  
, 2024

E N T E R:

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Hon. Francis Ricigliano, J.S.C.