

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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PEOPLE OF THE STATE OF NEW YORK, by
ERIC T. SCHNEIDERMAN, Attorney General of the
State of New York,

Petitioners,

-against-

PRECIOUS PUPS RESCUE, INC.,
LAURA ZAMBITO, and
ROSEMARY TORILLO-HOOGHKIRK,
^R
TORRILLO

Respondents.
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**CONSENT ORDER
AND JUDGMENT**

:
: Index No. 17884/2014
: Related case: 15941/2014
: (Santorelli, J.)

CONSENT ORDER AND JUDGMENT (“COJ”) made by and between THE PEOPLE OF THE STATE OF NEW YORK, by ERIC T. SCHNEIDERMAN, Attorney General of the State of New York (“Petitioners”), and PRECIOUS PUPS RESCUE, INC., LAURA ZAMBITO and ROSEMARY TORILLO-HOOGHKIRK (“Respondents”) made as of March 12, 2015;

WHEREAS Petitioners commenced this special proceeding pursuant to Executive Law §§ 63(12) and 175 by a filing a Verified Petition dated September 11, 2014, Order to Show Cause entered on September 12, 2014, and supporting affirmation and affidavits;

WHEREAS Petitioners alleged that the Respondents engaged in repeated and persistent fraud under Executive Law §§ 63(12) and 175, engaged in repeated and persistent illegality through their violations of various statutes, including General Business Law § 349 which makes illegal deceptive business practices and Executive Law § 172-d which makes illegal deceptive acts with respect to charitable organizations, and sought permanent injunctive relief, restitution, penalties and costs;

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

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and other consideration contained in this COJ, it is hereby

ORDERED, ADJUDGED AND DECREED that:

PARTIES SUBJECT TO THIS CONSENT ORDER AND JUDGMENT

1. This COJ shall extend to PRECIOUS PUPS RESCUE, INC., LAURA ZAMBITO and ROSEMARY TORILLO-HOOGHKIRK, their agents, servants, officers, employees, successors, heirs and assigns, or any other persons under their direction and control, whether acting individually or in concert with others, or through any corporate or other entity or device through which they may now or hereafter act or conduct business.

2. This COJ is entered into by the Respondents voluntarily, with the full knowledge and understanding of this proceeding and the obligations imposed upon the Respondents by this COJ.

3. The Respondents acknowledge service in this proceeding of the Verified Petition dated September 11, 2014, Order to Show Cause entered on September 12, 2014, and supporting affirmation and affidavits, and all the papers had herein. The Respondents consent to the jurisdiction of the Court.

INJUNCTIVE RELIEF

4. The Respondents are permanently enjoined from engaging in any for-profit or not-for-profit activity relating to animals in any way, including but not limited to adopting, rescuing, sheltering, selling, breeding, training, boarding, care of animals, in any manner or capacity, including but not limited to acting as employee, owner, manager, principal, operator, promoter, director, officer, consultant, or volunteer.

5. The Respondents are permanently enjoined from soliciting or receiving any funds, including but not limited to charitable contributions, donations, or adoption fees, for or on behalf of the Precious Pups Rescue Inc. or any other animal-related for-profit or not-for-profit corporation, by any means whatsoever, including but not limited to oral, written, telephonic or internet, pursuant to Executive Law §175(2)(a).

6. The Respondents shall be prohibited from acting as officers, directors, trustees, managers, or principals of any charitable organization required to be registered in New York for a period of ten (10) years from the date of the entry of this COJ.

7. The Respondents shall not solicit, receive, hold, control or manage in any way funds held for any charitable purpose or assist anyone in doing same.

8. The Respondents shall take down any and all websites related to any animal-related for-profit or not-for-profit business or activity, including but not limited to Precious Pups Rescue, Inc. and The Canine Placement Agency.

9. The Respondents are permanently enjoined from selling any and all medications which are required to be prescribed by a veterinarian and which are not subject to resale.

10. Within six (6) months of entry of this COJ, the Respondents will cancel all registration statements previously filed with the Attorney General and dissolve Precious Pups Rescue, Inc. pursuant to N-PCL §§ 520 and 1101(a)(2).

11. As of the date of this COJ, the Respondents shall have completed placement of all animals in their care. Further, within thirty (30) days of the entry of this COJ, the Respondents shall submit to Petitioners an accounting of the animals previously in their care detailing where, when and with whom they have been placed, and identifying each by breed, gender and name.

12. As of the date of this COJ, Respondent Zambito shall provide proof of the cancellation of the lease for commercial space located at 2539 Middle Country Road, Centereach, NY 11720.

13. The Respondents are permanently enjoined from engaging in any conduct that would violate the New York State Executive Law §§ 63(12) and 175, the General Business Law or Agriculture and Markets Law.

RESTITUTION, PENALTIES AND COSTS

14. The Respondents will make restitution in the sum of FOURTEEN THOUSAND AND NINETY (\$14,090.00) DOLLARS, to be used by the Attorney General, in his sole discretion, to provide restitution to consumers who were customers of, and who may be owed monies by the Respondents, and (a) who, as of the date of execution of this COJ, have filed a complaint with the Attorney General, or (b) who subsequently file a complaint with the Attorney General within thirty (30) days of entry of this COJ.

15. The Respondents will pay a penalty in the sum of TEN THOUSAND (\$10,000.00) DOLLARS, pursuant to Judiciary Law § 751(4). The Attorney General may apply this monetary relief to restitution as he determines in his sole discretion.

16. Respondent Zambito agrees to execute a confession of judgment in the amount of TWENTY THOUSAND (\$20,000.00) DOLLARS which shall be filed with the Clerk of the Court in the event she is found to be in violation of the terms of this COJ. A determination of Respondent Zambito's violation of the terms of this COJ is in the sole discretion of the Attorney General.

17. The Respondents shall pay the aforementioned restitution and penalty in eighteen (18) equal monthly installments of \$1338.34 by the first (1st) of each month, beginning April 1,

2015 through September 1, 2016. All payments shall be made by certified or bank check payable to the State of New York, delivered to the State of New York Office of the Attorney General, Suffolk Regional Office, Attn: AAG Rachael C. Anello, 300 Motor Parkway, Suite 230, Hauppauge, New York, 11788-5127.

COMPLIANCE

18. The Respondents will submit to the Attorney General no later than six (6) months after entry of this COJ, a sworn statement, together with exhibits and supporting documentation, setting forth the manner and extent of compliance with the terms of this COJ. Thereafter, the Respondents shall, upon request by the Attorney General, provide all documentation and information necessary to verify compliance with this COJ.

DISMISSAL OF PROCEEDING

19. In consideration of the payments to be made pursuant to this COJ, and the related provisions of this COJ, the proceeding is hereby discontinued with prejudice, and Petitioners agree to withdraw any and all motions currently pending before the Court under Suffolk County Index Numbers 15941/2014 and 17884/2014.

MISCELLANEOUS

20. If the Respondents fail to make any payment when due or take any action specified above, all remaining payments including restitution and penalties shall become immediately due and payable.

21. Upon application by the Attorney General, upon a showing that the Respondents have failed to pay any of the amount due as restitution or penalties, the Court shall enter a money judgment in the amount due plus interest at the rate of nine percent per annum from the date of

violation or nonpayment against the Respondents, and the Attorney General shall have execution thereof.

22. Nothing in this COJ shall be construed as to deprive any person of any private right under the law.

23. This Court shall retain jurisdiction of this action for the purpose of carrying out or modifying the terms of this COJ or granting such other and further relief as the Court deems just, proper and equitable.

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

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

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

27. In the event that any one or more of the provisions contained in this COJ 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 COJ.

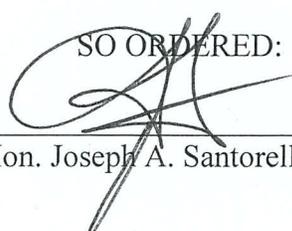
28. Acceptance of this COJ by the Attorney General shall not be deemed approval by him of any of the practices or procedures referenced herein, and the Respondents shall make no representation to the contrary.

29. The Respondents shall not take any action or make any statement denying, directly or indirectly, the propriety of this COJ or expressing the view that this COJ is without factual basis. Nothing in this paragraph affects the Respondents' (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Petitioners are not a party. This COJ is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by the Respondents.

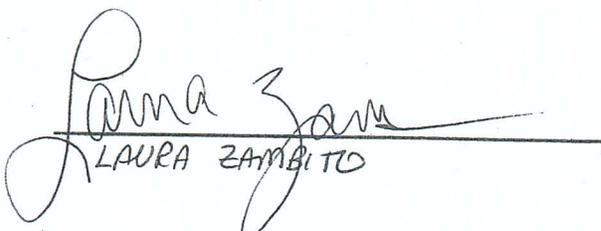
30. This COJ shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

Dated: Riverhead, New York
March 12, 2015

SO ORDERED:



Hon. Joseph A. Santorelli, J.S.C.



LAURA ZAMBITO



ROSEMARY TORRELLO-HOOGKIRK