

CAUSE NO. \_\_\_\_\_

IN RE:	§	IN THE DISTRICT COURT
	§	
SOUTHWEST COUNTRY	§	
FUN, LLC d/b/a JUSTYOURPUP.COM;	§	
SOUTHWEST COUNTRY FUN, L.L.C.	§	
d/b/a AMERICAN CERTIFIED PUREBRED	§	
REGISTRY a/k/a ACPR.COM, SOUTHWEST	§	__TH JUDICIAL DISTRICT
COUNTRY FUN, L.L.C. d/b/a PUPPY LOVE;	§	
SOUTHWEST COUNTRY FUN, L.L.C	§	
AND JUSTIN SULLIVAN,	§	
INDIVIDUALLY	§	
RESPONDENTS	§	TRAVIS COUNTY, TEXAS

**ASSURANCE OF VOLUNTARY COMPLIANCE**

TO THE HONORABLE JUDGE OF THE COURT:

THE STATE OF TEXAS (STATE), acting through its Attorney General GREG ABBOTT and SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually, Respondents, hereby submit this Assurance of Voluntary Compliance (“AVC”) for the Court’s approval and filing in accordance with the Deceptive Trade Practices-Consumer Protection Act (“DTPA”), TEX. BUS. & COM. CODE ANN. § 17.58 (West 2011).

**RESPONDENT**

1. JUSTIN SULLIVAN operates JUSTYOURPUPS.COM at 13420 Shepherd Road, Atascosa, Texas 78002, a business which sells dogs.
2. JUSTIN SULLIVAN operates AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM at 13420 Shepherd Road., Atascosa, Texas 78002, a pet registration service.
3. JUSTIN SULLIVAN operates SOUTHWEST COUNTRY FUN, LLC at 13420 Shepherd Road, Atascosa, Texas 78002.

4. JUSTIN SULLIVAN operates PUPPY LOVE at 13420 Shepherd Road., Atascosa, Texas 78002.

5. JUSTIN SULLIVAN operates JUSTYOURPUPS.COM at 13420 Shepherd Road, Atascosa, Texas 78002.

#### ACTS OF AGENTS

6. Whenever in this assurance it is alleged that and SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually, performed or were responsible for that act or thing or that the act was performed by the officers, agents, or employees of and SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually and in each instance the officers, agents, or employees of SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually, were then authorized to and did in fact act on behalf of and SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually pursuant to a common practice by and SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually to engage in the

acts stated in this Assurance. SOUTHWEST COUNTRY FUN, LLC d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, L.L.C. and JUSTIN SULLIVAN, individually, when used in this AVC, shall include SOUTHWEST COUNTRY FUN, L.L.C. d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, L.L.C. and JUSTIN SULLIVAN, individually, his officers, agents, employees or representatives.

#### **NATURE OF PROHIBITED PRACTICES**

7. The STATE alleges that SOUTHWEST COUNTRY FUN, L.L.C. d/b/a JUSTYOURPUP.COM, AMERICAN CERTIFIED PUREBRED REGISTRY a/k/a ACPR.COM, SOUTHWEST COUNTRY FUN, LLC d/b/a PUPPY LOVE, SOUTHWEST COUNTRY FUN, LLC and JUSTIN SULLIVAN, individually, engaged in deceptive practices within a trade or commerce in the State of Texas, by engaging in the following acts and making the following misrepresentations, either directly or indirectly, to the public of the State of Texas, in violation of TEX. BUS. & COM. CODE ANN. § 17.46 as follows:

- a. Representing that JUSTYOURPUP.COM was “San Antonio’s #1 Puppy Source;”
- b. Claiming to sell puppies that were in “good health,” but were diagnosed with a wide range of diseases shortly after the sale of the puppy;
- c. Claiming to sell puppies that were in “good health,” but died shortly after the sale of the puppy;
- d. Providing warranties to customers that were confusing and misleading;
- e. Representing that American Certified Purebred Registry was “one of the fastest growing pet registrations services today” with “state of the art software” when, in

fact, the registry afforded no benefits and the state of the art software was merely an Excel spreadsheet maintained by Respondent;

- f. Representing that registering a pet with American Certified Purebred Registry was the “equivalent to a birth certificate of a child or a title to a new car” when it was simply a number that Respondent gave to consumers for a fee which was chosen by Respondents and have no benefits whatsoever to the consumer.
- g. Representing that registering a pet with American Certified Purebred Registry would somehow provide a unique pin number “for tracking” that would help the consumer in the event that the consumer’s pet was ever lost or stolen, when in actuality, the pin numbers were maintained only by Respondents and the pin number was worthless.

### **STATUTORY VIOLATIONS**

8. The acts and practices referred to in Paragraph 6 of this AVC are alleged by the Attorney General of Texas to be in violation of TEX. BUS. & COM. CODE ANN. §§ 17.46(a) and (b)(2), (b)(3), (b)(5), (b)(9) and (b)(24).

9. As a result of the activity described above, Respondent may have violated the following sections of the DTPA:

A. Section 17.46(a) which states false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful and are subject to action by the consumer protection division;

B. Section 17.46(b)(2) which states causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services

C. Section 17.46(b)(3) which states causing confusion or misunderstanding as to affiliation, connection, or association with, or certification, by another;

D. Section 17.46(b)(5) which states representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;

E. Section 17.46(b)(9) which states advertising goods or services with intent not to sell them as advertised; and

F. Section 17.45(b)(24) which states failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed.

#### **TERMS OF COMPLIANCE**

10. In response to the allegations stated above, but without admitting the truth or falsity of the allegations, Respondents agree and voluntarily assure the State that from the date of the signing of this AVC, that Respondents shall not be involved in any manner whatsoever in the selling or brokering of animals for a period of seven (7) years from the effective date of this AVC, Upon the completion of the seven (7) year period, after obtaining any licenses required by the State of Texas or any other regulating authority, Respondents shall not:

- a. Use false, misleading or deceptive statements in its advertising about the health status of puppies it sells;
- b. Make misrepresentations or cause confusion or misunderstanding as to the affiliation, connection, association with, or certificate by any kennel club or breeding organization;
- c. Make false or misleading statements as to affiliation with pet registries;

- d. Representing that enrollment in pet registries confers benefits which the pet registry does not actually confer;
- e. Represent that animals are healthy when they are not; and
- f. Fail to disclose that a puppy has a health defect.

**ATTORNEYS' FEES AND RESTITUTION**

11. The State of Texas, through the Office of Attorney, shall have and recover restitution in the amount of \$5,543.00 from Respondents for restoration of money taken from known consumers by Respondents.

12. The State of Texas, through the Office of the Attorney General, shall have and recover restitution in the amount of \$2,500.00 for restoration of money taken from unknown consumers by Respondents. In the event that the State is not able to distribute all of this restitution to consumers within 90 days from the effective date of this AVC, such amounts shall revert to the State for civil penalties.

13. Respondent agrees to pay the STATE attorneys' fees of \$1,000.00.

14. The first payment of \$1,500.00 comprising of attorneys' fees and restitution shall be paid upon the signing of this AVC as follows: to the "STATE OF TEXAS" by check or money order sent to the Office of the Attorney General. All payments are to be delivered to the attention of Karyn A. Meinke at 115 E. Travis, Ste.925, San Antonio, Texas 78205-1615 and referencing AG No. 123326407 on the memo line. Thereafter, payments of \$315.00 beginning on October 5, 2012 for remaining restitution shall be made on the 5<sup>th</sup> of each month until the balance is paid in full on or before October 5, 2014.

15. In the event the Respondent has not paid the full amount within ninety (90) days of the last payment due date, interest will accrue on any unpaid portion of this amount at the rate of 10% per annum.

### GENERAL PROVISIONS

16. The Attorney General of Texas, on behalf of the State, covenants that no lawsuit or other legal proceeding shall in the future be commenced against Respondent, his officers, agents, employees, representatives or anyone working in concert with him, for any action(s) which arises from the facts and circumstances of this case, prior to the date upon which this AVC is entered by the Court, except that the State retains the right to any requirement of this AVC.

17. Nothing in this AVC shall be construed as a waiver of any private rights, causes of action, or remedies of any person(s) against the Respondent with respect to the practices described in it.

18. This AVC shall be governed by Section 17.58 of the Texas Business and Commerce Code, and shall remain in effect until rescinded by agreement of the parties or voided by a court of competent jurisdiction for good cause.

19. It is also understood by Respondents that the subsequent failure to comply with the terms of the AVC is *prima facie* evidence of a violation of the Deceptive Trade Practices-Consumer Protection Act pursuant to TEX. BUS. & COM. CODE ANN. § 17.58(c) (West 2011).

20. This AVC states the entire agreement between the parties respecting the subject matter stated in it.

EXECUTED effective as of the 6<sup>th</sup> day of September, 2012.

Respectfully submitted,  
GREG ABBOTT  
Attorney General of Texas

DANIEL T. HODGE  
First Assistant Attorney General

JOHN SCOTT  
Deputy Attorney General for Civil Litigation

TOMMY PRUD'HOMME  
Chief, Consumer Protection Division



KARYN A. MEINKE  
SBN 24032859  
Assistant Attorney General  
Consumer Protection Division  
115 E. Travis, Suite 925  
San Antonio, Texas 78205-1615  
Telephone 210-225-4191  
Facsimile 210-225-1075

APPROVED AS TO FORM AND SUBSTANCE:

  
JUSTIN SULLIVAN, Individually

  
ON BEHALF OF SOUTHWEST COUNTRY FUN, L.L.C.

  
ON BEHALF OF JUSTYOURPUP.COM

  
ON BEHALF OF AMERICAN CERTIFIED PUREBRED REGISTRY

  
ON BEHALF OF PUPPY LOVE