

**IN RE: MARYLAND PUPPIES ONLINE,  
LLC AKA FOOT MCGUFFIN, LLC, *et al.***

**IN THE  
CONSUMER PROTECTION  
DIVISION  
OFFICE OF THE ATTORNEY  
GENERAL OF MARYLAND**

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**ASSURANCE OF DISCONTINUANCE**

This Assurance of Discontinuance (“Assurance”) is being entered into between the Consumer Protection Division of the Office of the Attorney General (the “Division”) and Respondents Maryland Puppies Online, LLC aka Foot McGuffin, LLC, Nathan Bazler and Sara Bazler. The Division and the Respondents agree as follows:

**THE PARTIES**

1. The Consumer Protection Division of the Office of the Attorney General of Maryland is responsible for enforcement of Maryland consumer protection laws, including the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol, 2020 Supp.) (the “CPA”), and Md. Code Ann., Bus. Reg. §§ 19-701 through 19-707 (2015 Repl. Vol, 2021 Supp.) (the “Puppy Mill Act”).

2. Respondent Maryland Puppies Online, LLC aka Foot McGuffin, LLC (“Maryland Puppies Online”), is an Ohio corporation that is registered to do business in Maryland. Maryland Puppies Online offered and sold dogs to consumers from its principal place of business at 227 Gateway Drive, Bel Air, MD 21014 and via the Internet from its website [Marylandpuppiesonline.com](http://Marylandpuppiesonline.com).

3. Respondent Nathan Bazler is an officer and an owner of Maryland Puppies Online. As an owner and officer of Maryland Puppies Online, Mr. Bazler possessed and exercised the authority to control the policies and trade practices of Maryland Puppies Online; was responsible for creating and implementing the policies and trade practices that allegedly violated the Puppy Mill Act that are described herein; was responsible for creating and implementing the alleged unfair or deceptive policies and trade practices of Maryland Puppies Online that are alleged herein; and directed or supervised those employees of Maryland Puppies Online who participated in the alleged unfair or deceptive policies and trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted them.

4. Respondent Sara Bazler is an officer and an owner of Maryland Puppies Online. As an owner and officer of Maryland Puppies Online, Ms. Bazler possessed and exercised the authority to control the policies and trade practices of Maryland Puppies Online; was responsible for creating and implementing the policies and trade practices that allegedly violated the Puppy Mill Act that are described herein; was responsible for creating and implementing the alleged unfair or deceptive policies and trade practices of Maryland Puppies Online that are alleged herein; and directed or supervised those employees of Maryland Puppies Online who participated in the alleged unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted them.

#### **THE DIVISION'S ALLEGATIONS**

5. The Puppy Mill Act forbids the sale, transfer or disposal of cats and dogs from retail stores in Maryland.

6. The Division alleges that the Respondents offered and sold dogs to Maryland consumers from their store in Bel Air and via the Internet in violation of the Puppy Mill Act.

7. The Division alleges that the Respondents committed unfair and deceptive trade practices in violation of §13-301(14)(xxix) of the Consumer Protection Act when they offered and sold dogs in violation of the Puppy Mill Act.

8. It is also an unfair, deceptive or abusive trade practice prohibited by the Consumer Protection Act to make statements that are capable of misleading consumers or to fail to disclose material facts, the omission of which deceives or tends to deceive consumers.

9. The Division alleges that the Respondents committed unfair and deceptive trade practices when they represented to consumers that they could lawfully offer and sell dogs from their retail store in Maryland and failed to inform consumers that, in fact, the retail sale of dogs is has not been lawful in Maryland since January 1, 2020.

10. The Respondents deny they have violated any Maryland law, including committing any unfair or deceptive trade practices that violate the Consumer Protection Act or offering and selling dogs in violation of the Puppy Mill Act.

### **CEASE AND DESIST PROVISIONS**

11. For purposes of resolving disputes concerning the above allegations, and without the admission of liability, the Respondents agree to the relief set forth below.

12. The Cease and Desist provisions of this Assurance shall apply to Respondent Maryland Puppies Online and its officers, employees, agents, successors, assignees, merged or acquired entities, parent or controlling entities, wholly-owned subsidiaries, and all other persons acting in concert or in participation with it, in the State of Maryland.

13. The provisions of this Assurance shall apply to Respondents Nathan and Sara Bazler and their agents, employees, and assigns, and any partnership, corporation or entity in

which they either currently, or in the future, individually or together, have an ownership interest, have authority to control, or have the authority to establish policy, in the State of Maryland.

14. The Respondents shall cease and desist from committing any unfair or deceptive trade practices that violate the Consumer Protection Act.

15. The Respondents shall not offer, sell, or otherwise transfer dogs in or from the State of Maryland, or to a Maryland consumer.

16. The Respondents shall not make any misleading oral or written statements that have the capacity, tendency, or effect of deceiving or misleading consumers.

17. The Respondents shall not mislead consumers with respect to the legality of any transaction that they offer or enter into.

18. The Respondents shall not fail to state any material fact, the omission of which would have the capacity, tendency, or effect of deceiving or misleading consumers.

19. If the Puppy Mill Act is amended to permit the sale of dogs or if the Puppy Mill Act is declared unconstitutional, the Respondents may petition the Division to modify Paragraph 15 of this Assurance, so that it conforms to the new statute or the court ruling. If the Division determines that this Assurance conflicts with the new statute or a final unappealable court order, the Division shall modify this Assurance to conform it to the new statute or court order.

### **RESTITUTION**

20. Within sixty (60) days from the date of the Assurance, the Respondents shall provide the Division with a list of all consumers to whom they sold a dog since January 1, 2020 (the "Consumer List"). For each consumer, the Respondents shall provide the following information:

- a) the consumer's name;

- b) the consumer's address;
- c) the consumer's city, state and postal code;
- d) the consumer's telephone number(s) and email address(es);
- e) the date of the consumer's purchase(s);
- f) the amount paid by the consumer for each dog(s) purchased, including deposits, taxes, and other fees; and
- g) the amount of any refund already paid to the consumer, if any.

21. The Respondents shall provide the Consumer List to the Division, in electronic form, in the form of an Excel-compatible spreadsheet, with each item separately listed within sixty (60) days of the date of this Assurance.

22. The Respondents shall provide the Division reasonable access to their business records upon request, including documentation of any of the information contained in the Consumer List.

23. Consumers are eligible to receive restitution equal to the amounts they paid the Respondents for a dog (including deposits, taxes, and fees), less any amounts already refunded to the consumer, if it has been discovered that the dog had a congenital disorder or hereditary condition or illness or disorder that was likely present at the time the dog was purchased by the consumer from the Respondents. If the condition, illness, or disorder was already cured, in lieu of a refund, consumers are eligible for reimbursement of the costs incurred for the treatment of the condition, illness, or disorder. Consumers shall submit documentation supporting their claims.

24. The Division will send written notice to all consumers who are listed on the Consumer List and a claim form, offering a full refund for any dog that has been diagnosed with

a congenital disorder or hereditary condition or illness or disorder that was likely present at the time the dog was purchased by the consumer, or if already cured, offering reimbursement of the costs incurred for the treatment of such a condition, illness, or disorder.

25. Consumers shall have one hundred and twenty (120) days from the date of their mailing to return the claim forms to the Proponent. The written notice and claim form are attached as Appendix A.

26. The Proponent will provide copies of returned claim forms to the Respondents. The Respondents shall respond to any claim they receive within thirty (30) days of their receipt of the claim by either paying or denying the claim. If the Respondents deny the claim, they shall provide a written response to the consumer explaining the basis for their denial.

27. The Respondents may have the claim reviewed by a licensed veterinarian prior to paying or denying the claim. The Respondents shall submit to the Proponent a monthly written report on the last day of each month providing any responses by the Respondents to the claims that were pending during the prior month, and proof of any payments made by the Respondents.

28. If the Respondents are unable to resolve any claim for restitution made by a consumer pursuant to the terms of this Assurance, the Respondents agree to the submission of the consumer's claim to binding arbitration under the Rules of the Office of the Attorney General, Consumer Protection Division's Arbitration Program, including the Maryland Arbitration Act.

29. The Respondents agree to comply with any arbitration decision entered against them within thirty (30) days of either (i) the entry of such award, or (ii) the conclusion of any appeal of the Arbitrator's decision, whichever occurs later.

30. Within thirty (30) days of the date of this Assurance, the Respondents agree to pay the Division Two Thousand Dollars (\$2,000) to cover the costs of the claims process.

### **CIVIL PENALTY**

31. The Respondents shall pay the Division a civil penalty in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000). Respondents shall make the penalty payment required under this paragraph as follows: Thirty (30) days from the date of this Assurance, Respondents shall pay the Division Seventy-Five Thousand Dollars (\$75,000). As long as the Respondents remain in compliance with the provisions of the Assurance, including making timely payments pursuant to its payment terms, the Division shall waive the remaining One Hundred and Seventy-Five Dollars (\$175,000.00) of the civil penalty that Respondents are required to pay pursuant to this paragraph. If, at any time the Division determines that the Respondents have breached any of the terms of this Assurance, the remaining balance of the penalty amount due hereunder shall become immediately due and owing.

### **DISPUTES**

32. The Chief of the Division, or his designee, shall resolve any disputes that arise concerning this Assurance and may enter any supplemental orders needed to effectuate its purpose.

### **NOTICE**

33. Unless another person is designated by either party, any notices or documents required to be sent to the Parties pursuant to this Assurance shall be sent to the following addresses:

Notice to the Division:

Philip Ziperman  
Deputy Chief

Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
410-576-6417  
pzipermanb@oag.state.md.us

and to:

Chief, Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, MD 21202  
consumer@oag.state.md.us

Notice to Respondents:

The Blume Law Firm, LLC  
Attn: Justin R. Blume, Esq.  
9050 Ohio River Road  
Wheelersburg, Ohio 45694  
jblume@blumelegal.com

Either party may change its designated notice recipients by written notice to the other party.

### **ENFORCEMENT**

34. The Respondents understand that this Assurance is enforceable by the Consumer Protection Division pursuant to the Consumer Protection Act and that any violation of this Assurance is a violation of the Consumer Protection Act.

35. The Respondents agree that any future violations of this Assurance or violations of the Consumer Protection Act or the Puppy Mill Act shall constitute a subsequent violation of the Consumer Protection Act for purposes of Com. Law § 13-410, and shall be subject to the penalty provisions for subsequent violations contained therein.

### **AGREED AS TO FORM AND SUBSTANCE:**


Consumer Protection Division  
Office of the Attorney General of Maryland


Maryland Puppies Online, LLC.  
AKA Foot McGuffin, LLC

By:


By:

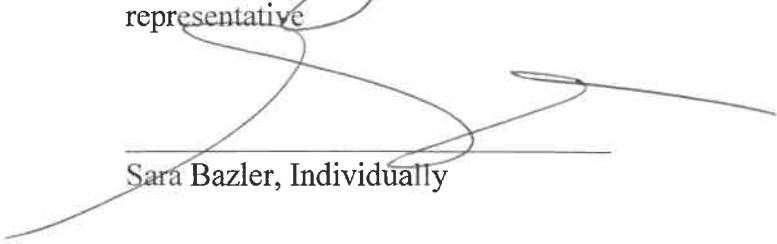


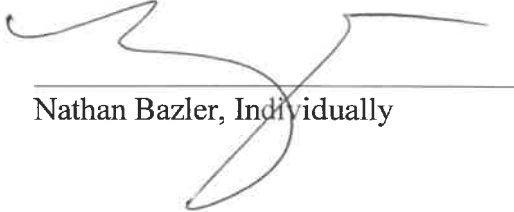
  
\_\_\_\_\_  
William D. Gruhn  
Assistant Attorney General

  
\_\_\_\_\_  
Philip D. Ziperman  
Assistant Attorney General

Date: 8/4/2022

  
\_\_\_\_\_  
Nathan Bazler, its authorized  
representative

  
\_\_\_\_\_  
Sara Bazler, Individually

  
\_\_\_\_\_  
Nathan Bazler, Individually

BRIAN E. FROSH  
*Attorney General*

ELIZABETH F. HARRIS  
*Chief Deputy Attorney General*

CAROLYN QUATTROCKI  
*Deputy Attorney General*



WILLIAM D. GRUHN  
*Chief*  
Consumer Protection Division

STATE OF MARYLAND  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION

APPENDIX A

DATE

Consumer Name  
Consumer Address

Re: Notice of Claims Process for Health-Related Restitution  
*Consumer Protection Division v. Maryland Puppies Online, LLC, et al.*  
Record No.: Insert

Dear Consumer:

In \_\_\_\_\_, the Office of the Attorney General of Maryland, Consumer Protection Division (“Division”) entered into a settlement with Maryland Puppies Online, LLC and the company’s owners (“Maryland Puppies”) resolving allegations that Maryland Puppies violated the Consumer Protection Act and the Maryland Puppy Mill Act in connection with their offer and sale of dogs. Maryland Puppies denied the allegations.

Pursuant to the settlement, consumers who purchased a dog from Maryland Puppies are eligible to receive restitution if they purchased a dog from Maryland Puppies after January 1, 2020 and the consumer can demonstrate that the dog had any of the following conditions at the time of purchase: a congenital disorder, a hereditary condition, or any other illness or disorder likely present at the time the dog was purchased.

Consumers who purchased a dog(s) with the above-listed conditions are eligible to receive a refund of the purchase price of their dog. If the condition, illness, or disorder was treated, in lieu of a refund, consumers may be eligible for reimbursement of the costs of the treatment incurred for the treatment. Claims must be supported by documentation.

To make a restitution claim, please fill out and return the enclosed Claim Form along with supporting documentation (documents, invoices, receipts, etc.)

by email to: [claims@oag.state.md.us](mailto:claims@oag.state.md.us)

or by regular mail to:

**Office of the Attorney General  
Maryland Puppies Claims Processing  
Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202**

**\*\*\*Completed Claim Forms and Supporting Documents Must be Submitted by  
<DATE>\*\*\***

After you submit your Claim Form to the Division, Maryland Puppies will contact you directly to attempt to resolve your claim. If your claim is not settled directly with Maryland Puppies, you may be eligible to present your claim to an arbitrator. If your claim qualifies, the arbitrator may order that you be refunded the purchase price of the dog or your veterinary bills.

If you have any questions about the Claims Process, you may contact me at (410) 576-XXXX.

Sincerely,

Claims Administrator

Enclosure: Claim Form

**Consumer Protection Division v. Maryland Puppies Online, LLC, et al.  
Claim Form**

**READ CAREFULLY**

**Please retain Instructions and a copy of this Claim Form  
and supporting documentation for your records**

If a dog you purchased from Maryland Puppies suffered from certain health conditions you may be entitled to receive a restitution payment pursuant to a settlement entered into by the Office of the Attorney General, Consumer Protection Division and Maryland Puppies.

To make a restitution claim, please fill out and return this Claim Form, along with a copy of any documents, veterinary reports, invoices, receipts, or other documents that you have to support your claim by email to:

claims@oag.state.md.us

or by regular mail to:

**Office of the Attorney General  
Maryland Puppies Claims Processing  
Consumer Protection Division  
200 St. Paul Place, 16<sup>th</sup> Floor  
Baltimore, Maryland 21202**

**\*\*Deadline to mail this Claim Form is <date of mailing + 120 days>\*\***

**Section A. Personal Information**

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First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_ Last Name: \_\_\_\_\_

Current Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Section B. Purchase Information**

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Date of Purchase: \_\_\_\_\_

Dog Breed: \_\_\_\_\_

Purchase Price (including taxes, deposits, and fees): \$ \_\_\_\_\_

### **Section C. Qualifying Conditions**

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Please check (✓) and describe all eligible health conditions:

- Congenital Disorder, description: \_\_\_\_\_
- Hereditary Condition, description: \_\_\_\_\_
- Illness, description: \_\_\_\_\_
- Other, description: \_\_\_\_\_

Additional information regarding the disorder, illness, or condition: \_\_\_\_\_

\_\_\_\_\_

Date of diagnosis: \_\_\_\_\_

If dog was treated for any eligible disorder, illness, or condition:

Description of treatment: \_\_\_\_\_

\_\_\_\_\_

Date(s) of treatment: \_\_\_\_\_

Cost of treatment: \_\_\_\_\_

### **Section D. Additional Information**

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List the documentation you are submitting in support of this claim:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide any additional information in support of your claim:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ATTACH ALL VETERINARY RECORDS, TREATMENT RECORDS,  
AND/OR BILLS THAT SUPPORT YOUR CLAIM**