



# The Cost of Deception: How Sick Pets Drain Florida's Economy

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# The Cost of Deception:

## How Sick Pets Drain Florida's Economy

### Methodology and Data Collection

This study was commissioned by the Office of the Attorney General of the State of Florida in an effort to assess the degree to which pet retailers engage in predatory lending practices that exploit Florida consumers. The Haas Center has utilized several sources for this study: the Bureau of Labor Statistics (BLS), Synergos Technologies, Inc. (STI) Weekly Spending Patterns, Lightcast, Placer.ai, IMPLAN, as well as the complaint data from Humane World and the Office of the Attorney General. Primary data is sourced from the 2025 Predatory Lending and Deceptive Pet Sales in Florida Survey, designed and disseminated by the Haas Center.

The survey instrument was distributed to the counties which yielded the most complaints from Humane World, the Florida Department of Agriculture, and the Office of the Attorney General. Given the sensitive nature of financial information, the data is unidentifiable and anonymous. All data related to pet purchases has been aggregated from various sources in order to provide the most accurate estimate of this industry's cost.

The economic impact assessment is based on the average annual county expenditure for pet sales, medicine, and veterinary bills. The average annual spending was only applied to pet-owner households, approximately 56 percent of households in each Florida county.<sup>1</sup> Only about 3 percent of animal welfare cases are submitted to a government body. Therefore, the consumer loss of \$25.1M is likely *underestimating* the true cost of this deceptive industry.<sup>2</sup>

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<sup>1</sup> American Veterinary Medical Association, 2017–2018 Edition: Pet Ownership & Demographics Sourcebook (2018), <https://static1.squarespace.com/static/5b99cdfd365f02c7e5f4e27b/t/5d2d403617097700011940b6/1563246655643/AVMA-Pet-Demographics-Executive-Summary.pdf>.

<sup>2</sup> Synergos Technologies. *STI: Spending Patterns - Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

## Executive Summary

Pet retailers, like Petland, sell unhealthy pets and exploit Florida consumers by promoting finance options that lead to additional personal financial losses. The Haas Center’s research identified several key takeaways:

**Finance fuels losses:** With an APR of 35.99%, store-branded credit cards—like those offered at Petland through Comenity Capital Bank—can turn a simple pet purchase into long-term debt. Credit in the US is already at an all-time high, these lenders add fuel to the fire making a bad situation worse.

**Measured economic drain:** Veterinarian bills are a burden for new pet owners already funneling thousands into the purchase of a pet. Sales of \$25.1M/year in documented, reportable expenditures by Florida consumers are tied to deceptive pet sales.<sup>3</sup>

**Sales benefit businesses in other states:** roughly 80 percent of puppies transported to Florida from puppy mills outside the state originate from five out-of-state supply hubs. So, most of this spend leaves Florida.

**Orlando case study:** In Orange County, a countywide prohibition on retail sales of dogs, cats, and rabbits took effect in June 2022; that same year, the Office of the Attorney General obtained a consent judgment against a Petland franchise, securing over \$200,000 in consumer relief.<sup>4</sup> Following these actions, Orlando-area complaints dropped from 565 (2020) to 253 (2024), a 55 percent decline.

**Sector resilience (pet supplies):** In states that enacted retail-sale bans, gross regional product (GRP) for pet-supplies retailers continued to grow, indicating consumer protection can coexist with healthy commerce. Within the pet-supplies retail industry, states adopting pet retail-sale bans still experienced continued GRP growth, suggesting the policy did not reduce sector output.

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<sup>3</sup> Synergos Technologies. *STI: Spending Patterns - Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

<sup>4</sup> Florida Office of the Attorney General, “Relief Secured for Consumers from Pet Store Selling Sick Puppies,” *My Florida Legal*, December 21, 2022, <https://www.myfloridalegal.com/newsrelease/relief-secured-consumers-pet-store-selling-sick-puppies>.

**Policy suggestions:** End the practice of pet retail and save Florida consumers' \$25.1M in spending on the purchase and care of sick animals.<sup>5</sup> These retail dollars can remain in Florida and produce more jobs, income, and tax revenue on other goods and services that benefit consumers. Eight states have passed bans that prevent the selling of pets at retail outlets (outside the home and off the farm).<sup>6</sup> The Bailing Out Benji map of pet store retailers that support out-of-state puppy-mills is shown in **Appendix A**.

If not banning the practice of pet retail sales, require local breeders to adopt kennel-side pricing and prohibit, or tightly regulate, pet-purchase financing; if any financing persists, hold it to bank-level standards and Consumer Financial Protection Bureau (CFPB)-consistent protections.

Not all commercial breeders are puppy mills. In fact, there are many responsible breeding establishments that do not fall under this category. A puppy mill is defined as a high-volume, commercial breeder that prioritizes pet sales over animal welfare.<sup>7</sup> Mills often limit socialization, veterinary care, food, water, and other resources, leading to unhealthy pets, as they have been subjected to inhumane treatment and unsanitary conditions. Diseases originating from puppy mill sites, like leptospirosis, are not only dangerous to other pets, but they can spread to humans as well.

Require transparent partnerships with shelters or rescues, including digital or QR-code disclosures identifying the animal's breeder/broker, transport date, and veterinary clearance. Records regarding the parents of the animal, history of illness and disease, and vaccination history should be transparent and easily accessible.

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<sup>5</sup> Synergos Technologies. *STI: Spending Patterns - Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

<sup>6</sup> Bailing Out Benji, "Commercial Breeder and Pet Store Laws by State," *Bailing Out Benji*, 2025, <https://www.bailingoutbenji.com/puppy-mill-maps/>.

<sup>7</sup> Best Friends Animal Society. "What Is a Puppy Mill?" Accessed October 28, 2025. <https://bestfriends.org/advocacy/ending-puppy-mills/what-puppy-mill>.

Modernize Lemon Law posting dates, so valid claims do not fail on technicalities. Consider extending the window to 30 days for reporting illnesses, and 18 months to report congenital diseases. Pair enforcement with small-business transition grants and a public education campaign so ethical operators can pivot without losing local jobs. Align rules at the counter and in the supply chain so fewer sick animals are sold, fewer families are trapped in high-APR debt, and more of Florida's money stays working in Florida communities.

If a pet dealer has been cited with two pets or more with defects in the same litter, they would be responsible for preventative care, and corrective action. These would require the retailer to ensure the breeders supplying their store are responsible breeding facilities. If they are not, then they should remove these breeders from their supply chain, contact any other consumers with pets from the same litter to provide a written notice stating that two or more pets in that litter have a congenital or other health diagnosis that may have affected their pet, submit to a formal documentation to the DACS (Department of Agriculture and Consumer Services), and for the breeders with multiple offenses, have their licenses revoked.

### Detailed Policy Recommendations:

1. **Financial and Consumer Protection** - Predatory lending practices and opaque retail financing terms have allowed consumers to incur debt under misleading agreements when purchasing pets, often inadvertently waiving their legal rights. (See [Predatory Lending Analysis](#))
  - a. Ban high-risk pet financing schemes that include forced arbitration, rights waivers, or hidden fees. Pets should not be subject to the same financing tactics used in subprime consumer loans.
  - b. Regulate or impose standards on state-chartered and non-member banks operating in the state of Florida.
  - c. Mandate point-of-sale transparency for all transactions: visible pricing kennel-side, clear pre-application APR and fee disclosures, and a prohibition on “apply to see terms” marketing.
  - d. Implement public education campaigns promoting responsible acquisition, breeder vetting, and true lifetime costs of pet ownership.
2. **Retail Sales and Market Regulation** - Florida's fragmented retail pet market allows for poor traceability and incentivizes high-volume sourcing from out-of-state puppy mills. (See [Supply Chain Mapping](#))

- a. Prohibit third-party retail sales of dogs and cats statewide. Limit transactions to shelter and rescue adoptions, with no per-animal payments to retailers. Partner with local shelters and rescues.
  - b. Require transparent partnerships with shelters or rescues, including digital or QR-code disclosures identifying the animal’s breeder/broker, transport date, and veterinary clearance.
  - c. Regulate online and remote pet sales into Florida by requiring Florida-visible licenses and applying identical consumer disclosure rules.
  - d. Ethical breeding is not cheap. Offer incentives to those that abide.<sup>8</sup>
3. **Breeding, Transport, and Animal Welfare Standards** - Weak oversight of commercial breeding and interstate transport leads to unhealthy animals, falsified documentation, and disease transmission into Florida’s retail network. (See [Transport Condition Assessment](#))
- a. Establish statutory thresholds on intact breeding females and annual litters per operation.<sup>9</sup> Apply to all sources importing animals into Florida, including brokers.
  - b. Absent a retail ban, implement a digital chain-of-custody registry linking breeder → broker → transporter → retailer for each animal. Retain records for 5 years; falsification or omission constitutes a felony.
  - c. Mandate humane breeder facility standards by creating a public-private partnership: adequate space, temperature and humidity controls, daily exercise, cage-free whelping, and socialization enrichment.
  - d. Enforce transport regulations: limit trip duration; require rest, cleaning, and feeding intervals; and reduce total mileage traveled by transport trucks.
  - e. Require universal microchipping at the source: link the animal directly to its breeder of origin as a “responsible breeder.”<sup>10</sup>

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<sup>8</sup> Trerose Cavaliers, “The Meaning and Importance of Ethical Breeding,” *Trerose Cavaliers*, July 22, 2023, <http://www.trerosecavaliers.com/meaning-and-importance-of-ethical-breeding/>.

<sup>9</sup> Pets Care, “Understanding the Term for an Intact Female Dog,” *Pets Care*, accessed October 27, 2025, <https://www.petscare.com/news/faq/what-do-you-call-an-intact-female-dog>.

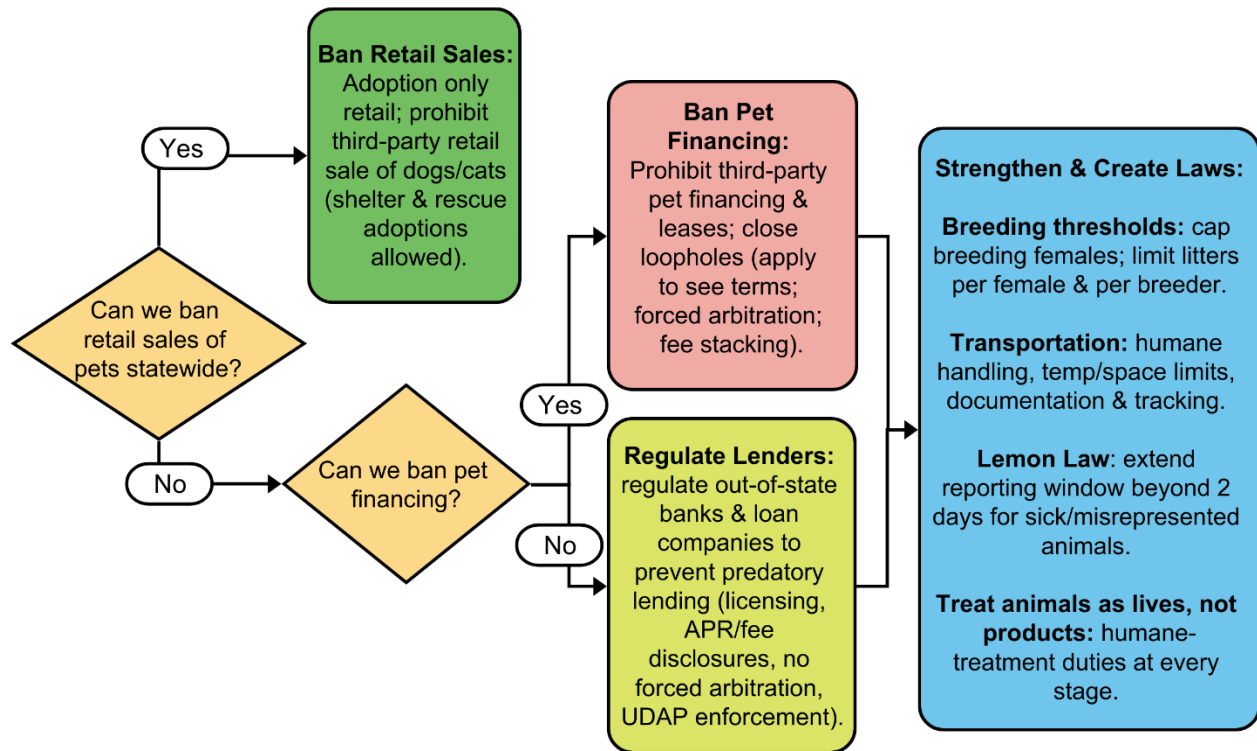
<sup>10</sup> American Kennel Club Reunite, “Protection for the Breeder,” *AKC Reunite*, accessed October 27, 2025, <https://www.akcreunite.org/protection/>.

4. **Veterinarian Oversight and Consumer Remedies** - The existing Florida “Pet Lemon Law” provides an unreasonably short window (See **Appendix B** for detailed timeline) for consumer protection and lacks clarity on congenital or latent illness disclosures.<sup>11</sup> (See [Welfare Outcomes](#))
- a. Amend the Pet Lemon Law to extend the reporting window beyond 2 days to 30 days, allowing adequate adjustment time following the veterinary examination. Alternatively, requiring the pet dealer to provide a Florida- licensed veterinarian exam record that was performed after arriving in Florida to ensure the last CVI reported was actually in Florida and not in the state of origin, as the statutes currently have no requirements for this to be verified.  
As such, the consumer would incur less cost from unreported and undocumented illnesses that were likely contracted during transport.
  - b. Extend congenital disease reports from one year to 18 months.
  - c. Mandate or encourage continued education on puppy mill identifiers for state veterinary schools to train on awareness and prevention.
  - d. Require veterinary health certifications at every point of sale or adoption, including disclosure of congenital risks, vaccination records, and transport fitness documentation, including parental examinations and congenital defects when applicable.
  - e. Create ramifications with real consequences: if two or more pets from the same litter are deemed ‘lemons’, the pet dealer would be required to submit a report resulting in the revocation of the breeders’ commercial and non-commercial breeding privileges.
  - f. Coordinate with the Florida Veterinary Board to standardize breeder inspection guidelines, pre-transport health checks, and breeder-issued health certifications.

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<sup>11</sup> Florida Stat. § 828.29 (2024).

Figure 1: Policy Goal: Protect Consumers & Animals; Increase Transparency; Curb Predatory Practices



## Predatory Lending Analysis

### Policy Recommendation 1: Financial & Consumer Protection

#### Comenity Capital Bank

The sample used for this analysis is based on a predatory lending structure from a big box pet retailer (Petland), often known for its extreme credit conditions utilized by the third-party lender of their store credit card. Petland is identified as the primary retailer in deceptive practices, with broad marketing reach and frequent consumer complaints. Comenity Capital Bank is their third-party lender operating the Petland store credit card out of Utah, where virtually no interest caps exist. Alabama, Idaho, South Carolina, Utah, and Wisconsin do not set a specific numeric APR cap; they instead rely on unconscionability limits.<sup>12</sup>

<sup>12</sup> ConsumerAffairs, "What are the interest rate caps for loans in every U.S. state in 2024?", *ConsumerAffairs*, November 26 2024, <https://www.consumeraffairs.com/news/what-are-the-interest-rate-caps-for-loans-in-every-us-state-in-2024-112624.html>.

The contract explicitly states that it is governed by Utah law, which is significant because Utah has almost no usury limits on credit cards.<sup>13</sup> This jurisdictional choice is a deliberate strategy used by banks to avoid stricter consumer-protection laws in other states. By routing loans through Utah, Comenity Capital Bank can legally impose interest rates and fee structures that would be prohibited elsewhere. This practice, known as “rent-a-bank” lending, allows national lenders to export high-risk terms nationwide, while remaining shielded by Utah’s permissive regulations.<sup>14</sup>



## Comenity Capital Bank Petland Store Credit Card **35.99% APR**

### APR and Funding Structure

The first sign of several predatory lending practices in the Petland Credit Card Agreement is the extremely high interest rate. The purchase APR of 35.99 percent is among the highest in the credit industry, far above what most consumer protection agencies consider reasonable.<sup>15</sup> The penalty rate can also apply indefinitely, meaning that a single late payment could trap the borrower in a near-40 percent interest cycle permanently. Since the agreement compounds interest daily, balances can grow rapidly, effectively creating a long-term debt trap. While Utah law allows such high rates, these terms would likely be considered unconscionable in most states, and they conflict with the intent of federal laws that promote transparency and fairness in lending.

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<sup>13</sup> Utah Department of Financial Institutions, "Interest Rates," accessed October 27, 2025, <https://dfi.utah.gov/general-information/consumer-tips/interest-rates/>.

<sup>14</sup> Center for Responsible Lending, "Predatory Lenders' Rent-a-Bank Scheme: What Is It and What Can We Do To Stop It?," January 2020, <https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/crl-rentabank-jan2020.pdf>.

<sup>15</sup> ConsumerAffairs, "What are the interest rate caps for loans in every U.S. state in 2024?," *ConsumerAffairs*, November 26 2024, <https://www.consumeraffairs.com/news/what-are-the-interest-rate-caps-for-loans-in-every-us-state-in-2024-112624.html>.

The contract also layers numerous fees on top of its high interest rates, including a \$35.88 annual paper-statement fee, up to \$15 for expedited phone payments, and up to \$41 for both late and returned payments.<sup>16</sup>

These fees are designed to penalize consumers who either lack digital access or are already struggling to make timely payments. The paper statement fee, triggered by a balance as low as \$3.50,

effectively forces customers to adopt paperless billing, while the “pay-to-pay” phone charge targets those attempting to resolve delinquencies quickly. Stacking these charges on top of already steep interest is a hallmark of predatory credit practices.



The mandatory arbitration and class-action waiver section is also particularly concerning. It removes the consumer’s ability to take disputes to court or join collective actions, even when widespread misconduct occurs. Although borrowers can technically opt out within 30 days, they must do so by mailing a signed written rejection to a specific address, a process most consumers will overlook or not understand.<sup>17</sup> Arbitration forums are typically less transparent and more favorable to lenders, leaving consumers with little recourse. In effect, the clause shields the lender from accountability and prevents systemic abuse from being challenged publicly.

The default clause grants the lender broad and subjective discretion to declare a borrower in default. It states that default occurs if the bank “reasonably believes” the customer is unable or unwilling to repay, even without missed payments.<sup>18</sup> This vague standard allows the lender to accelerate the full balance at will and demand immediate repayment, all without prior notice. Such language is overly broad, heavily favors the creditor, and undermines the borrower’s right to fair treatment. It exposes consumers to sudden demands for full repayment that could diminish their credit standing.

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<sup>16</sup> Comenity Capital Bank, "Petland Credit Card Agreement," accessed October 27, 2025, <https://c.comenity.net/legaldocs/petland/legal-documents/cca>.

<sup>17</sup> Ibid.

<sup>18</sup> Ibid.

The communications authorization section gives the lender unrestricted permission to contact the borrower through virtually any means - including robocalls, texts, and emails - to collect debts. The borrower pre-consents to automated and pre-recorded messages, even on mobile lines that might incur charges.<sup>19</sup> This opens the door to relentless collection harassment and blurs the line of what is considered reasonable contact under federal law. While the agreement may technically comply with disclosure requirements, it leaves consumers vulnerable to invasive and costly communication practices that would otherwise violate the spirit of the Telephone Consumer Protection Act.<sup>20</sup>

The deferred interest promotional plans described in the contract are another classic example of deceptive lending. These advertise “no interest if paid in full within 6, 12, or 24 months,” but interest accrues from the date of purchase and becomes fully due retroactively if even one dollar remains unpaid at the end of the promotional period.<sup>21</sup> This means a small oversight can trigger years of back-dated interest at nearly 40 percent. Because payments are often applied first to lower-rate balances, consumers may unknowingly lose the promotion and owe hundreds of dollars in unexpected charges.

Another exploitative feature is the minimum interest charge clause, which ensures that any balance subject to interest will incur a charge of no less than three dollars.<sup>22</sup> For consumers with small balances, this creates a disproportionate cost. This kind of interest floor guarantees revenue for the lender even when the consumer uses the card responsibly or in small amounts, effectively penalizing light usage and distorting the real cost of borrowing.

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<sup>19</sup> Comenity Capital Bank, "Petland Credit Card Agreement," accessed October 27, 2025, <https://c.comenity.net/legaldocs/petland/legal-documents/cca>.

<sup>20</sup> Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227 (1991).

<sup>21</sup> Comenity Capital Bank, "Petland Credit Card Agreement," accessed October 27, 2025, <https://c.comenity.net/legaldocs/petland/legal-documents/cca>.

<sup>22</sup> *Ibid.*

Finally, the agreement reserves the right for the bank to close, suspend, or refuse to renew the account at any time without notice.<sup>23</sup> This power gives the lender the ability to freeze credit access arbitrarily, even when the borrower is current on payments. Consumers could suddenly find themselves unable to use their card, yet still responsible for the full balance and accumulating interest. Such unilateral control further reinforces the imbalance between borrower and lender, allowing the creditor to manage its risk entirely at the consumer’s expense. A summary of the major practices specific to Comenity Capital Bank operating the Petland Store Card are summarized in **Table 1**.

**Table 1: Petland Contract Risk Summary<sup>24</sup>**

Category	Clause / Practice	Risk	Regulator
APRs	35.99%–39.99%	Usury, debt entrapment	TILA, CFPB UDAAP
Fees	\$41 late, \$35 paper, \$15 phone	Hidden, regressive	CFPB UDAAP
Arbitration	Mandatory / class waiver	Rights stripped	CFPB arbitration findings
Default Clause	“Reasonably believe”	Arbitrary acceleration	Reg Z §1026.12
Deferred Interest	Retroactive charges	Deceptive structure	CFPB bulletin 2017-01
Robocalls	Unrestricted	Privacy violations	TCPA
Utah Law	Jurisdiction shopping	Avoids state caps	FDIC “rent-a-bank” scrutiny

### Literature Review of Legal Framework

Since Comenity Capital Bank is a Utah-chartered industrial loan company, they are not a member of the Federal Reserve System. As a result, it is not regulated or supervised by the Federal Reserve. Comenity Capital Bank is a member of the FDIC and Utah Department of Financial Institutions (DFI). Utah law allows contracted interest rates, and 12 U.S.C. § 1831d permits state banks to export their home-state rates nationwide.<sup>25</sup> Accordingly, Florida Petland customers using the Petland Credit Card (issued by Comenity Capital Bank) are subject to Utah-governed rates and terms.<sup>26</sup>

<sup>23</sup> Comenity Capital Bank, "Petland Credit Card Agreement," accessed October 27, 2025, <https://c.comenity.net/legaldocs/petland/legal-documents/cca>.

<sup>24</sup> Ibid.

<sup>25</sup> 12 U.S.C. § 1831d (2018).

<sup>26</sup> Comenity Capital Bank, "Petland Credit Card Agreement," accessed October 27, 2025, <https://c.comenity.net/legaldocs/petland/legal-documents/cca>.

The current legal framework includes a ‘Pet Lemon Law’ (828.29), Florida Department of Agriculture and Consumer Services (FDACS) health and movement rules, and in some jurisdictions, ordinances prohibit retail pet sales.<sup>27</sup> Combined, these rules determine who may sell, what must occur before a sale, and what recourse buyers have if a veterinarian later certifies a purchase as unfit.

County-level bans displace activity to other geographies instead of eliminating. Florida’s statute centers on “pet dealers,” including breeders above a threshold (more than two litters or twenty dogs/cats per year). Shelters and registered nonprofits are excluded. The law applies to dogs and cats offered or brought into Florida for sale. Researchers advocate for expanding the local bans to a statewide ban.

Florida’s pre-sale requirements appear rigorous but are confined to the point of sale using a microchip registered with the animal’s test results. A USDA-accredited veterinarian must examine the animal within specified windows; age-appropriate vaccinations and deworming are required; and a current Official/Certificate of Veterinary Inspection (OCVI/CVI) must accompany the transaction and be provided to the buyer.<sup>28</sup> These records must be retained by the seller and veterinarian for at least one year. The minimum sale age is eight weeks, and certain testing, such as heartworms for dogs over six months and Feline Leukemia Virus (FeLV) for cats, are time-bound. Because the veterinarian is typically engaged by the seller and compliance is demonstrated through point-of-sale documents, these rules verify that minimum procedures occurred but do not evaluate breeder conditions, genetic risks, or high-volume sourcing.

Florida’s post-sale remedies are limited in scope: they hinge on short diagnosis windows and proof the condition existed at the time of sale, and they only offer a refund or exchange with capped “reasonable” veterinary-cost reimbursement, so they do not prevent harmful sales.<sup>29</sup> To qualify, a buyer must notify the dealer within two business days of the veterinarian’s finding and deliver the written certification within three.<sup>30</sup> Illness must be

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<sup>27</sup> Florida Stat. § 828.29 (2024) and For state-level health and movement rules, see Florida Department of Agriculture and Consumer Services, "Animal Import and Export," accessed October 27, 2025, <https://www.fdacs.gov/Business-Services/Animals/Animal-Industry/Animal-Import-and-Export>; for a discussion of local ordinances, see Animal Legal Defense Fund, "Retail Pet Sale Ban (Florida)," May 5, 2023, <https://aldf.org/project/retail-pet-sale-ban-florida/>.

<sup>28</sup> Florida Stat. § 828.29 (2025).

<sup>29</sup> Ibid.

<sup>30</sup> Ibid.

diagnosed quickly—within 14 days for contagious disease, and within one year for congenital or hereditary defects or misrepresentation. Recommendations to reduce the restrictive timeline on reporting would be extending the illness reporting window from 14 days to 30 days and changing congenital disease reports from 1 year to 18 months.

Dealers may require an independent exam and have up to ten business days to act, which can delay or discourage relief.<sup>31</sup> In practice, results turn on point-of-sale paperwork—OCVI, vaccination and exam dates, and timed notices—rather than breeder conditions or longer-term health. The system is reactive: it resolves disputes after the sale but sets no breeder standards, requires no genetic screening or extended observation, and provides no sourcing transparency. As a result, it does little to deter high-volume mill supply or change seller behavior.

In Florida Statutes **828.29(1)(a)** the law requires that the veterinary exam must take place in the state of origin. While this ensures the safety of animals leaving for transport, it does not actually guarantee their safety and health during the transport or upon arrival. Instead, statutes should follow the pets through transport and ensure a licensed Florida Veterinarian gives a final health report, vaccination record, and any other important detail after arriving to the state.

Enforcement exists but remains reactive. The state has secured restitution and injunctions against retailers that misrepresented pets or ignored Florida Statute 828.29 obligations.<sup>32</sup> Separately, some counties (including those in the Orlando area) have enacted retail sale bans, and courts have upheld these. Yet these prohibitions target storefronts, not the upstream supply that fuels high volume breeding. In practice, evasion is straightforward: for example, a Hillsborough County pet store that was banned by court order simply relocated to Pinellas County and continued operations. The result is displacement to alternative channels rather than sector wide reform, illustrating why county retail bans alone do not dismantle mills.

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<sup>31</sup> Florida Stat. § 828.29 (2025).

<sup>32</sup> *Ibid.*

One of Florida's most pernicious loopholes exists at the local level, as the statutory regulations do not limit the City or County ordinance from pushing back on retail pet sales. The Orange County ban aimed to regulate the sale of pets through puppy mill pipelines in 2021. While the County stepped up to tighten regulations, the City of Ocoee felt these changes were too restrictive to commerce, thus opting out of the county level ban. According to the Ocoee mayor, the ban would harm businesses and potentially open the door for legal battles on unconstitutional grounds. Orange County faced legal retaliation from Petland stores and Breeder's Choice who claimed the retail ban of pets is unconstitutional<sup>33</sup>. This likely created pressure from the City to loosen its expectations on regulating Choose A puppy in Ocoee.

In the complaints submitted by the OAG, there were several occurrences of the CAP storefront in Ocoee from 2019 to 2023. All of the complaints against this retailer were related to diseases and infections that their pet was purchased with, despite veterinary approval and proof of vaccination. Half of the complaints launched against CAP mentioned their puppy was between 7 and 9 weeks old. One hundred percent of complaints opposing Chews a Puppy claimed that their pet had either fallen ill to one or more issues or passed away as a result of the infection. Some of the diseases plaguing the pets purchased at CAP were giardia, coccidian, parvo, distemper, kennel cough, lepto/leptospirosis, parasites, worms, upper respiratory infections, anemia, eye issues, and congenital portosystemic shunt or liver shunt. One traced their pet's origin back to a well-known commercial breeder in Iowa who had several licenses suspended for breeding inhumanely. The city ordinance - despite the many complaints thrust against the retailer, had opted to allow them to submit complaints on their own accord. No longer answering to a governing body, the self-reporting method lacks the incentive for entities to report inhumane or unhealthy conditions.

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<sup>33</sup> Orlando Sentinel. "Ocoee Allows Chews A Puppy to Bypass Orange County Pet Sale Ban; Humane Advocates Vow to Fight." *Orlando Sentinel*, October 19, 2021. <https://www.orlandosentinel.com/2021/10/19/ocoe-allows-chews-a-puppy-to-bypass-county-pet-sale-ban-humane-advocates-vow-to-fight/>.

In practice, successful claims appear straightforward on paper: the buyer meets every deadline; the veterinary certification ties the condition back to the time of sale; the seller qualifies as a pet dealer; OCVI and vaccination records are complete; and the requested remedy stays within statutory caps. Enforcement exists but remains reactive. State prosecutors have successfully secured restitution and injunctions against retailers that misrepresented pets or ignored Florida Statute 828.29 obligations.<sup>34</sup>

### Haas Center's 2025 Pet Sales Survey Results

Research from this section is compiled from the Haas Center's 2025 Predatory Lending and Deceptive Pet Sales in Florida Survey. The survey was distributed to several Florida counties – Broward, Duval, Hillsborough, Manatee, Miami-Dade, Orange, and Pinellas – that had the highest rate of complaints from the Office of the Attorney General, as well as Escambia and Okaloosa Counties for representation in Northwest Florida. The survey collected 245 responses.

Most respondents were aged 25 to 44, indicating that younger to mid-career adults are most impacted. Participants aged 45 to 54 (28 percent), 55 to 64 (23 percent), and 65 to 74 (15 percent) were the largest groups. Most respondents were female, 68 percent, reinforcing national pet ownership patterns. The majority of participants reported at least some college or higher education, showing that even educated consumers can be vulnerable to predatory practices. A large portion of households, 34 percent, earned under \$75,000 annually, suggesting financial vulnerability when unexpected veterinary or financing costs arise. Another 41 percent reported earning \$100,000+.

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<sup>34</sup> Florida Office of the Attorney General, "Relief Secured for Consumers from Pet Store Selling Sick Puppies," My Florida Legal, December 21, 2022, <https://www.myfloridalegal.com/newsrelease/relief-secured-consumers-pet-store-selling-sick-puppies>.



*Petland French Bulldog Puppy: \$7,000*

Roughly 6 percent of survey respondents financed their pet purchase with credit cards, loans, or store-arranged financing, creating an entry point for predatory practices. Some reported high interest rates and hidden fees, confirming exploitative lending behavior. Buyers admitted they did not fully understand financing terms at the time of signing – classic evidence of predatory lending. More than 40 percent of respondents experienced financial hardship from their pet purchase, whether due to lending terms or veterinary costs.

Open-ended responses highlighted themes of misleading seller information, hidden pet health issues, and financial strain. A significant share expressed regret, citing misrepresented or unhealthy pets, as well as unexpected costs. A few respondents praised reputable sellers or rescues (e.g., Alaqua) and mentioned perks like veterinarian visit waivers, though these were less common. Consumers who opted to share complaints turned to the Office of the Attorney

General, BBB, or local animal services, although most did not submit a formal complaint (71 percent).

Shelters were the leading purchase channel (32 percent), followed by independent local stores (18 percent), national chain stores (14 percent), and direct purchase from a litter (13 percent). When naming specific outlets, PetSmart (9 percent), Petland (7 percent), Pet Supermarket (6 percent), and Petco (4 percent) were most common; however, the majority (74 percent) entered “other,” often indicating smaller sellers or less formal sources.

Figure 2: Popular Pet Breeds by Respondents<sup>35</sup>



The written responses showed that 39 percent of pets came from some form of rescue or shelter, 20 percent from private breeders, and 8 percent from a variety of other places like: Forever Love Puppies, Animal House, 9 Breeds, Honey Pets, and Fur Kids. Respondents most often reported buying mixed breeds, alongside popular breeds, such as shih tzu, cocker spaniel, domestic short-hair cat, German shepherd, and chihuahua. The word cloud in **Figure 2** shows the survey responses to their pets' breed. Note that the size of the word indicates the frequency of its appearance (aggregated by cleaning for uniformity).

<sup>35</sup> Source: 2025 Predatory Lending and Deceptive Pet Sales in Florida Survey of Florida residents distributed by the Haas Center via Qualtrics, August 26, 2025 - September 26, 2025.

## Breeder Transport & Distribution Analysis

### USDA Licensing and Why This Is Not Being Followed?

The Animal and Plant Health Inspection Service website contains information prepared by inspectors of the USDA's Animal Care program. An inspection report documents an inspector's observations and professional assessments of compliance at facilities regulated under the Animal Welfare Act (AWA). The AWA, and its associated regulations, seek to ensure the humane handling, care, treatment, and transportation of certain warm-blooded animals used, or intended for use, in research, exhibitions, or as pets.

Animal dealers and exhibitors must obtain a license, and research facilities and intermediate handlers must obtain a registration. Animal Care inspectors conduct inspections of licensee and registrant animals, records, and facilities to assess compliance with the AWA and its regulations and document their observations and professional assessments in inspection reports. Licensees and registrants must notify Animal Care of changes in their operations and file periodic updates with Animal Care, including annual reports of animal use by research facilities.<sup>36</sup>

Unfortunately, regulations are hard to uphold for a multitude of reasons. Poor data transparency, limited inspection staffing, no central **state** database for citations, under resourcing, and Florida's role as a consumer seeking purebreds all play a role in the regulation challenges specific to the state. There are many limitations for federal agencies responsible for regulating breeders and brokers as well, since they are relying solely on patchwork local ordinance for any real intervention, rather than a unified state law. USDA inspectors only cover a few facilities, leaving many unmonitored entirely. Statutes need to be refined in order to prevent local municipalities from sidestepping county bans. Some facilities that breed for retail but fall below the commercial thresholds by animal quantity are not subjected to regulation and are not monitored for the conditions. Political resistance from the pet industry has historically blocked stronger regulation as well.

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<sup>36</sup> United States Department of Agriculture, Animal and Plant Health Inspection Service, "Animal Care," last modified September 23, 2025, <https://www.aphis.usda.gov/animal-care>.

## Transport Condition Assessment

### Policy Recommendation 3: Breeding, Transport, and Animal Welfare Standards

Over 80 percent of the puppies sold into Florida came from only 5 states: Missouri, Indiana, Ohio, Iowa, and Kansas. These Midwestern states have the highest concentration of commercial dog breeding facilities in the U.S.<sup>37</sup> Puppies transported across state lines (e.g., from Missouri to Florida) are legally required to have a Certificate of Veterinary Inspection (CVI) from a federally licensed veterinarian. The breeder is typically the one who needs to initiate the CVI process. A licensed veterinarian accredited by USDA on APHIS must examine the pet to certify it does not have contagious diseases, ensure proper vaccinations and that it is “fit for transport”. To cross state lines, the animal needs to have this veterinary approval. Since these are done on the breeders’ behalf, these inspections are minimal or even falsified, with no proper exams (e.g., no fecal sample checks).<sup>38</sup> Even in cases where these fecal exams have been performed, there is no guarantee that this is a failsafe bill of health after transport or during retail sales.

An animal's health should be confirmed before transport and after transport for several reasons. One is that it can assist in tracking down the culprit for maltreatment. If an animal has no listed illnesses in Iowa, but they arrive in Florida with *Coccidia* (present on fecal exam) then the animal likely contracted an infection in transport. The second step is regulating the veterinarians that are examining pets to make sure they align with Florida's standards. Finally, these periodic tests help identify which areas are the major risk factors that need reform. If the breeders are sending off healthy pets but the trucks transporting them are the culprit, then more policy reform should be aimed at the transport companies, rather than exclusively blaming the mills or retailers. The cost of vet exams are substantial and claiming a pet is healthy in Iowa would not guarantee its health in Florida after substantial transport. If Florida could statutorily require another exam before they are sold - following their entrance to the state - then this would mitigate the cost burden of vet bills incurred by the consumer.

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<sup>37</sup> ASPCA, *Florida's Puppy Mill Pipeline: Tracing the Source of Pet Store Puppies* (New York: ASPCA, 2021).

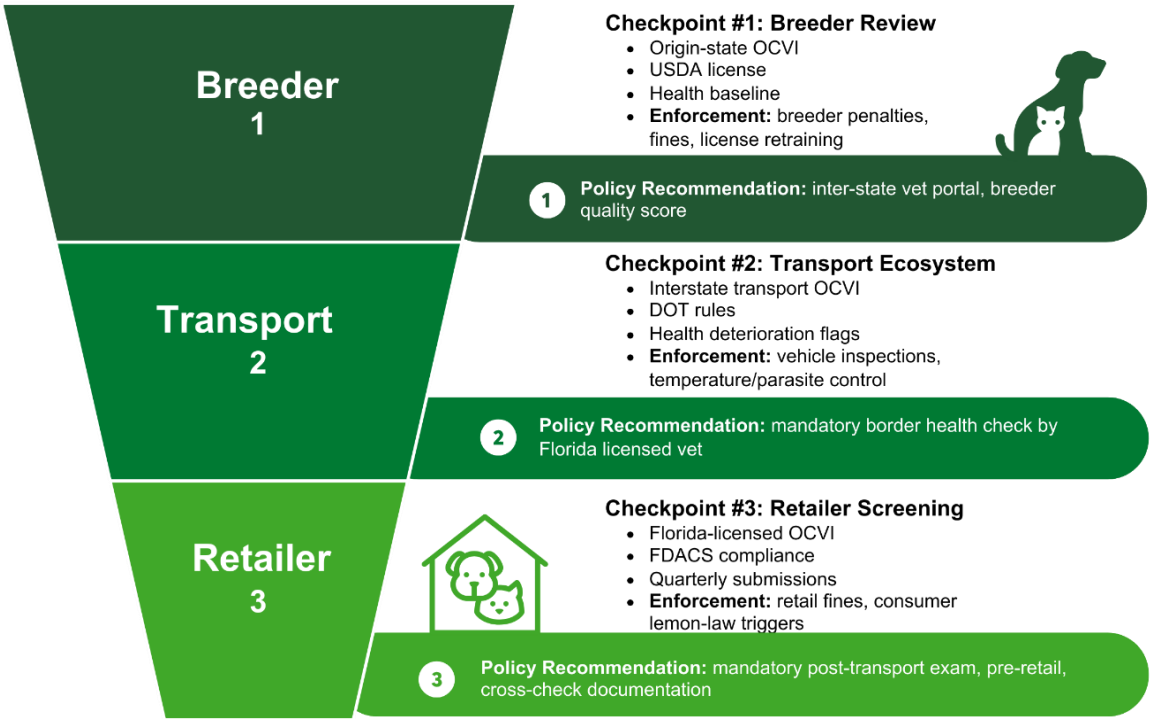
<sup>38</sup> United States Department of Agriculture, Animal and Plant Health Inspection Service. “*Animal Care.*” USDA APHIS, 23 Sept. 2025, [www.aphis.usda.gov/animal-care](http://www.aphis.usda.gov/animal-care).

Florida statutes on the pet lemon law mention that reimbursement for veterinary costs may not exceed the purchase price of the animal. While this may be in place to deter consumers from purchasing an expensive designer pet that may be between \$2k and \$9k in the first place, it does not consider the ramification costs of purchasing sick pets. There are many cases where these vet bills will cost more than the pet, so consumers should not be subjected to this limited stipulation.

Sometimes animals held under extended periods of time or animals shipped again are issued a new CVI. USDA-licensed brokers must ensure the breeders have valid inspections when they receive their pets for resale. Transport vans can carry up to 120 puppies from multiple breeders; for more than 1,000 miles; and without stops for cleaning, food, or water. Petland Fort Myers was raided twice due to animal welfare violations in transport.<sup>39</sup>

**Figure 3** highlights current checkpoints, as well as future policy recommendations regarding veterinarian checks and pet transport.

**Figure 3: Policy Recommendation Diagram Related to Veterinarian Checks – Pre- and Post-Transport<sup>40</sup>**

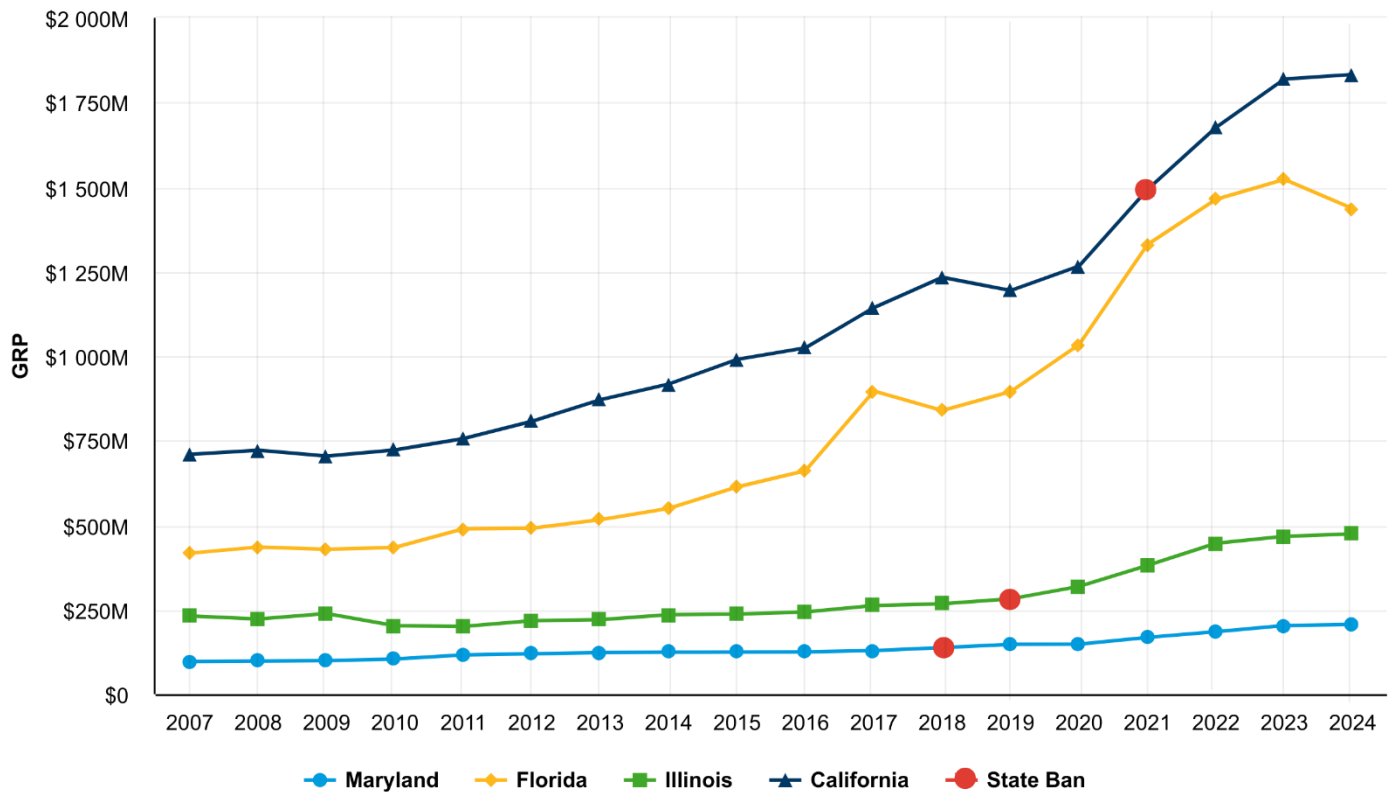


<sup>39</sup> “Dozens of Puppies Heading to Local Petland Found in Filthy Conditions,” WINK News, accessed October 17, 2025, [https://www.winknews.com/news/lee/dozens-of-puppies-heading-to-local-petland-found-in-filthy-conditions/article\\_03163ff7-be41-5964-a73c-76fb9fc785a0.html](https://www.winknews.com/news/lee/dozens-of-puppies-heading-to-local-petland-found-in-filthy-conditions/article_03163ff7-be41-5964-a73c-76fb9fc785a0.html).

<sup>40</sup> Source: Florida Stat. § 828.29.12 (2025).



**Figure 5: Retail Bans Do Not Impact Business<sup>42</sup>**



**Figure 5** shows the Gross Regional Production (GRP) for the pet retail industry, and the number of business establishments is listed from 2013 to 2024 for Maryland, Illinois, and California, relative to the state of Florida. Maryland was the first to regulate this industry, legally effective in 2018, California in 2019, and Illinois in 2021.

Regulations on puppy mills do not seem to have a large impact on the number of payrolled businesses in the states where laws have been instated. This means that owners of pet supplies pet retail shops focus on other products and services to ensure their businesses thrive. Rather than relying on puppy mill pipelines, commercial facilities will find other local sources of revenue.

<sup>42</sup> Source: U.S. Department of Labor, Bureau of Labor Statistics, Employment Projections, "2025.3 - QCEW Employees, Non-QCEW Employees, and Self-Employed NAICS 459910" [data table], accessed October 27, 2025, <https://www.bls.gov/emp/data/employment-by-industry.htm>.



## Welfare Outcomes

### Policy Recommendation 4: Veterinarian Oversight and Consumer Remedies

The documented complaints include total cost spent on the pet as well as the region in which the pet was purchased. The complaints are mapped by the city of the retailer (store front address at the city level since ZIP code was too granular) and grouped by proximal regions to determine high concentrations of negligible retailers. While there are many pockets of concern throughout the state of Florida, there are three major regions with high concentrations of complaints.

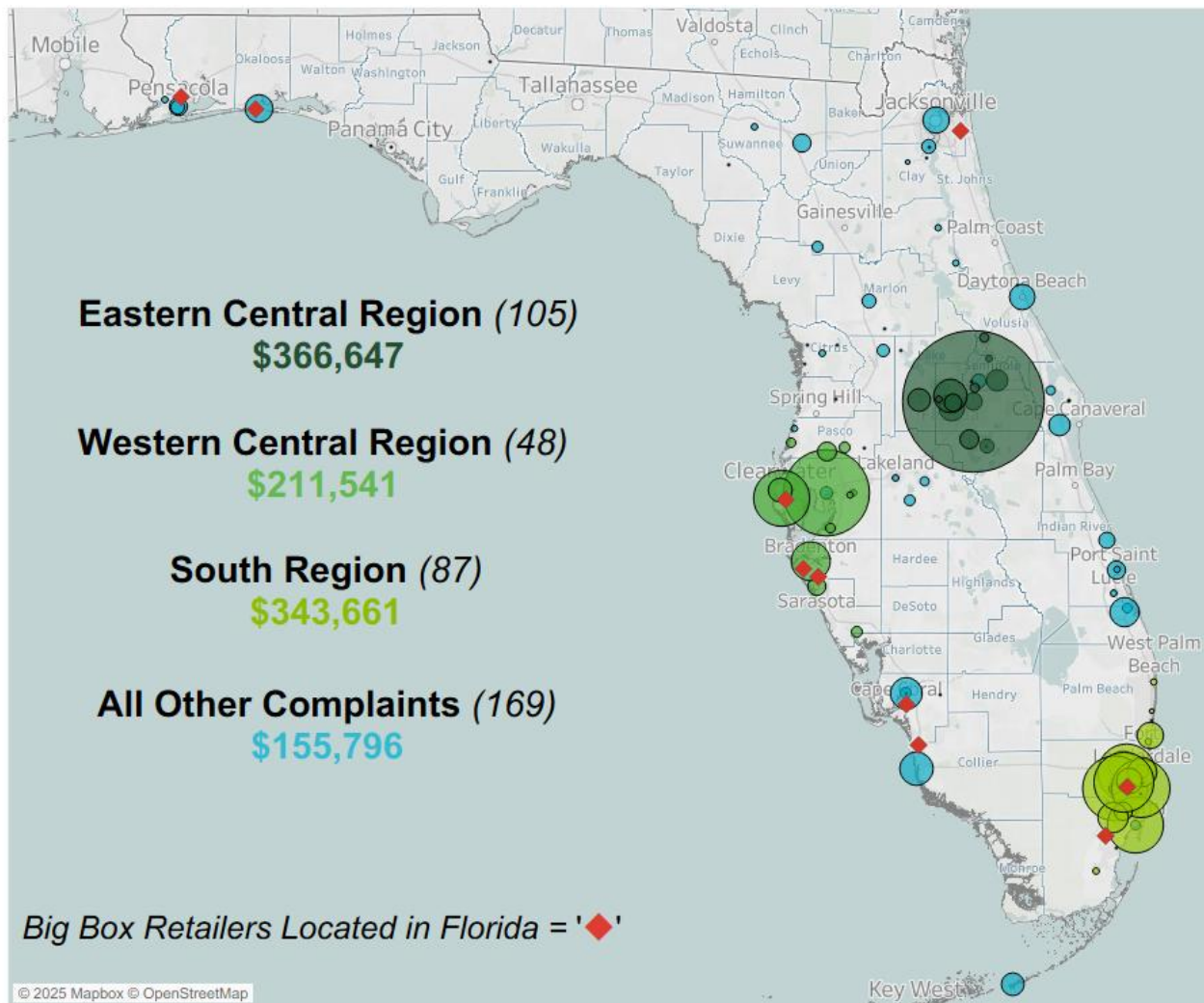
The map in **Figure 7** on the following page displays complaints submitted to the Office of the Attorney General between 2018 and 2025 regarding sick, misrepresented, or inhumanely sourced pet purchases. For whatever reason, most victims of deceptive pet sales do not report issues to the authorities. As such, these estimates are likely to underreport the true complaint rate. **According to experts on mass market fraud, a range of less than 1 percent to almost 5 percent report their experience to a government agency<sup>45</sup>.**

The diamond symbol denotes Petland, the big-box pet retailer most frequently associated with animal-cruelty complaints. In East-Central Florida (the Orlando area), there is no diamond marker because the Petland formerly operating there officially banned the sale of ill/misrepresented pets in 2022 following a high volume of complaints to the Office of the Attorney General. While the sale of pets was banned in 2022, the East-Central Florida region still records the highest estimated costs tied to illicit breeder activity and illegitimate pet purchases. One contributing factor is the presence of other non-big-box pet retailers operating in the same area (see **Appendix A**). This pattern indicates that banning a single storefront does not, by itself, eliminate the underlying market incentives or supply channels. Notably, recorded complaints in the Orlando area declined from 565 in 2020 to 253 in 2024 – about a 55 percent decrease after the ban. Miami records the second-highest costs for pet-related complaints. Complaint patterns to the Office of the Attorney General and to Humane World align with the Florida puppy-mill location patterns identified by Bailing Out Benji (2020), with high concentrations around Miami-Dade, Broward, Palm Beach, Pinellas, Orange, and Duval counties.

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<sup>45</sup> K. B. Anderson (Federal Trade Commission), *To Whom Do Victims of Mass-Market Consumer Fraud Complain?* (working paper, Federal Trade Commission, n.d.).

Figure 7: Consumer Complaints Submitted to the Office of the Attorney General & Humane World 2018-2025<sup>46</sup>



### Measuring the Costs to the Consumer

Identifying the consumer cost at the individual level, as well as the county level, is important for understanding the regions that exhibit the most need for policy and legislative intervention. This helps to align resources and identify if specific counties may be experiencing disproportionate costs because of purchasing sick pets or any exorbitant veterinarian bills associated with them. It is important to note that this estimate is based on a series of average consumer expenditures for households with pets.

<sup>46</sup> Source: Consumer complaints submitted to the Office of the Attorney General and Humane World, 2018-2025 (unpublished data compiled by the author).

**Disclaimer:** The estimates are not exclusive to extreme cost situations associated with sick, malnourished, misrepresented, or dying pets, and are only measured as the average cost for the consumer for pet sales, veterinary services and pet medicines. It does not include pet food purchases or pet services.

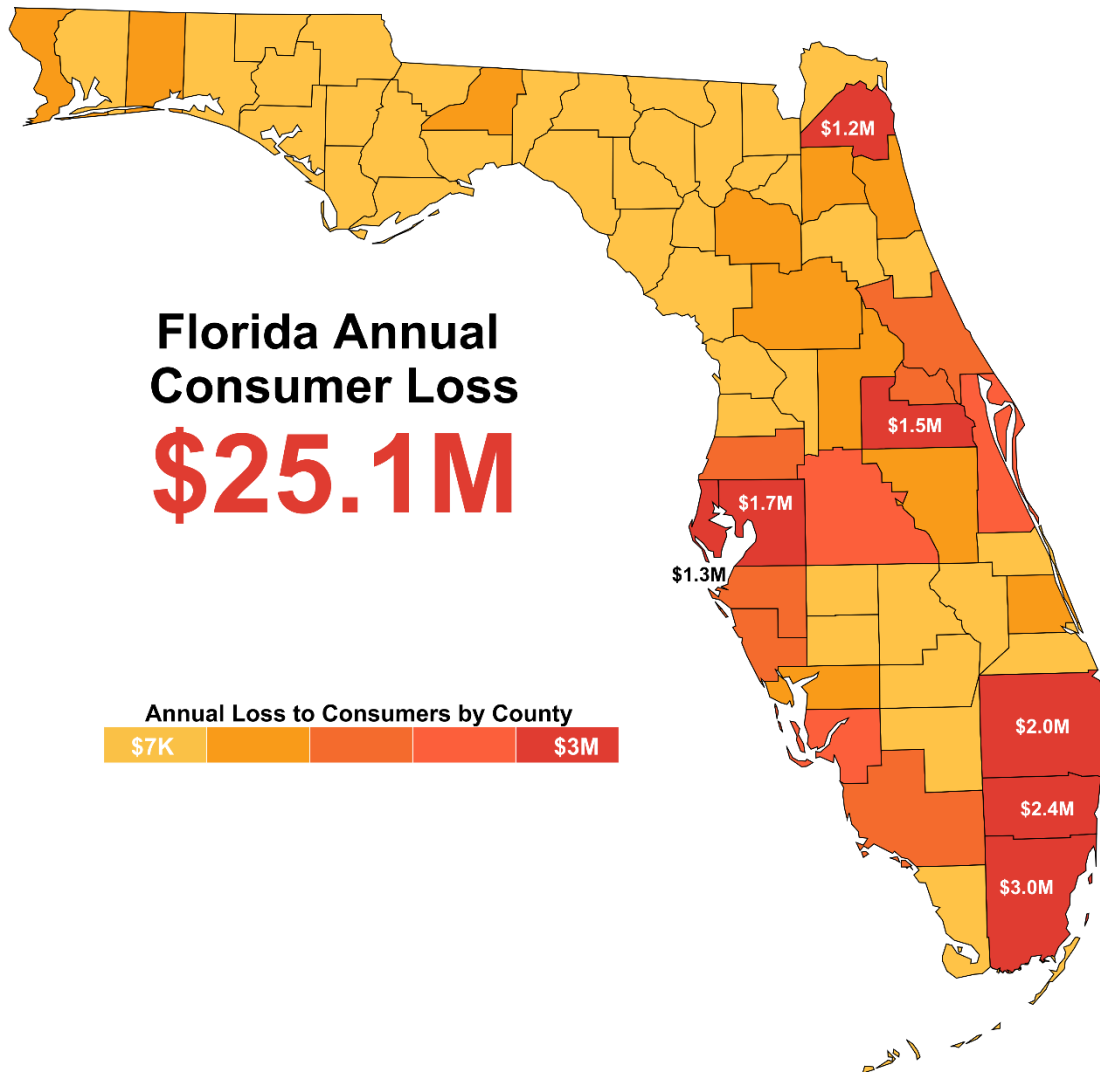
This measure is conservatively quantifying the loss to the **average Florida** pet owner on an annual basis. The datapoints used in this analysis are the Synergos Technologies, Inc. (STI) Weekly Spending Patterns that were converted to an annual expense and applied to 56 percent of households (those with pets). The model uses 3 percent of these to account for the expected rate of complaint to a government agency.

**Figure 8** on the following page is a map of the Florida counties' annual expenditures on veterinary services, pet purchases, and medicines, to represent the 3 percent of cases reported among the 56 percent of households (4,788,510 households) that own pets. Since only about 3 percent of these cases are submitted to a government regulating entity, the total reported loss is measured as \$25.1M.<sup>47</sup>

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<sup>47</sup> Synergos Technologies. *STI: Spending Patterns - Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

Figure 8: Cost of Deception Annual Loss of Average Pet Owners by County<sup>48</sup>



STI generates these estimated expenditures for housing, entertainment, transportation, and many other metrics from surveys released by the Bureau of Labor Statistics. STI Spending Patterns considers many socioeconomic factors from the BLS in order to make predictions on how people spend their money. Four potential categories exist in this resource that are directly related to pets. Those categories can be seen aggregated for the state, and more clearly illustrated at the county level, in **Appendix C**. For this scope, veterinarian services, pet purchases, and medicine are the only categories considered, as pet food and pet services are expected costs regardless of the pet’s health status.

<sup>48</sup> Sources: Lightcast, *Industry Map* (Lightcast, 2024), [https://analyst.lightcast.io/analyst/?t=4yJh4#h=57K\\_u3gktPdL5H1oJuPq55WzfQm&page=industry\\_map&vertical=edo&nation=us](https://analyst.lightcast.io/analyst/?t=4yJh4#h=57K_u3gktPdL5H1oJuPq55WzfQm&page=industry_map&vertical=edo&nation=us). (Full source list in Appendix C: Lightcast Sources)

## Economic Impact Assessments

Imagine the ‘unnecessary’ expenses, such as emergency surgeries, cremations, legal fees, and other costs potentially associated with purchasing a sick or misrepresented pet. These represent an economic loss to consumers. Consider the scale of lost local investments and the other activities that could bolster economic activity in the state of Florida and lead to long-term benefits in the community. Researchers examined a hypothetical example that quantifies the total loss to the households with pets with owners who submitted at least one complaint. The specific IMPLAN sectors used in each model can be seen in the following section. Each model used production values that total to \$25.1M.<sup>49</sup>

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### IMPLAN Economic Impact Definitions

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**Employment** - Employment in IMPLAN is an Industry-specific mix of full-time, part-time, and seasonal employment. It is an annual average that accounts for seasonality and follows the same definition used by the BLS and BEA. IMPLAN Employment is not equal to full-time equivalents. Includes wage and salary employment and proprietors.

**Personal Income** - All forms of Employment income, including Employee Compensation (wages, salaries, and benefits) and Proprietor Income.

**GRP** – GRP, or Value Added, is the difference between an Industry's or establishment's total Output and the cost of its Intermediate Inputs; it is a measure of the contribution to GDP. Value Added is a large portion of output, as it encompasses Labor Income (LI), Other Property Income (OPI), and Taxes on Production and Imports (TOPI).

**Output** - For all Industries, output equals the value of production.

**Total Taxes** - Total tax collections.

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<sup>49</sup> Synergos Technologies. *STI: Spending Patterns – Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

**Table 2** summarizes the employment, personal income, GRP, and output for two distinct models from IMPLAN. The difference between the two shows how the Florida economy benefits more through tourism spending than on pet sales – predatory or not. The first model, “Sick Pet Sales” is considered the loss to the Florida market from unscrupulous pet sales. If consumers were not losing money on sick or misrepresented pets, they could save those funds or spend those dollars on purchases that stimulate the economy and improve their overall quality of life, such as tourism. Think about the benefits consumers could reap if there were not excessive veterinarian bills going towards sick animals, exorbitant interest rates on loans, and other predatory actions from either credit card non-bank lenders or brokers and retailers.

The Sick Pet Sales Model emphasizes the loss to consumers in Florida, as the pipeline of puppy mills extends far beyond state lines, and there are generally not many benefits accrued. The Tourism Activity Model represents the economic opportunity to spend dollars on personal care or tourism and recreation industries, such as NASCAR, and exhibits ways consumers could enjoy these funds when they are not forfeited on sick animals. Note that both models have the same input value of \$25.1M, just in different industries to exhibit these margins.<sup>50</sup>

**Table 2: Economic Models**

Model	Employment	Personal Income	GRP	Output
Sick Pet Sales	295	\$15,972,107	\$28,120,815	\$41,187,896 <sup>51</sup>
Tourism Activity	885	\$34,123,243	\$35,157,969	\$66,470,162 <sup>52</sup>
Difference	590	\$18,151,135	\$7,037,154	\$25,282,266 <sup>53</sup>

<sup>50</sup> Synergos Technologies. *STI: Spending Patterns – Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

<sup>51</sup> Total Taxes Sick Pet Sales Model: \$5.3M

<sup>52</sup> Total Taxes Tourism Activity Model: \$10.4M

<sup>53</sup> Difference in Total Taxes from Models: \$5.2M

Using a fictional example to illustrate the economic benefits, the Hill family goes to Petland and purchases a Maltese named Hazel for \$5,000. Due to the expense, the Hill's opted to open a store credit card to purchase Hazel. Possible pet purchase financing scenarios are outlined in **Table 3** on the following page. Although Petland provided a veterinarian's health certificate, that certificate documents a point-of-sale exam and compliance items; it is not a clinical guarantee. Patent Ductus Arteriosus (PDA) is a congenital defect that may be asymptomatic or undetected without cardiac testing. Because no PDA diagnosis or risk was disclosed by the breeder, broker, or Petland, the Hills purchased Hazel without notice of the condition.

Hazel seems playful and full of energy until she collapses in the front yard several days after purchase. They rush to the veterinarian who screens and tests the animal for abnormalities, but unfortunately, Hazel succumbs to heart failure and dies leaving the family heartbroken and facing financial burdens, both from the newly acquired credit card debt and recent veterinarian bills.

If the Hill family adopted through humane facilities, there may have been ways to avoid the undisclosed health defects that resulted in the death of their new puppy, Hazel. Unfortunately, regulations of Florida laws pertaining to pet sales are not restrictive enough to keep these cases from recurrence. As far as the economic benefits of reinvested tourism, a more robust impact is observed in the Tourism Activity Model than in the Sick Pet Sales Model. All the economic components are highly dependent on the region and sector's ratios. The "superior" combo likely shows stronger effects, because racing and track operation (i.e., NASCAR) has a deeper supply chain (more local purchases that lead to more indirect effects), and both personal care services, and track operations have substantial household income effects (stronger induced and indirect). That can make total output, employment, and personal income larger.

**Table 3: Pet Purchase Financing Scenarios on \$5,000<sup>54</sup>**

Plan	Rate/Promo	Months	Interest	Total
Grace: pay full first mo	0% (grace)	1	\$0	\$5,000
Deferred 0% (on-time)	0%	6, 12, 24	\$0	\$5,000
Low APR equal-pay	5.99%	18, 24, 36, 48, 60	\$240; \$317; \$475; \$635; \$798;	\$5,240; \$5,317; \$5,475; \$5,635; \$5,798;
Low APR equal-pay	9.99%	18, 24, 36, 48, 60	\$405; \$537; \$807; \$1,086; \$1,373;	\$5,405; \$5,537; \$5,807; \$6,086; \$6,373;
Std APR revolve (min only)	35.99% APR	211	\$11,800	\$16,800
Std APR fixed-pay	35.99% APR	12	\$1,027	\$6,027
Std APR fixed-pay	35.99% APR	24	\$2,085	\$7,085
Std APR fixed-pay	35.99% APR	36	\$3,244	\$8,244
Deferred Interest 6, 12, 24 mo — fail to pay in full; Retro on original amount (lenient)	0% during promo; then 35.99% + retro interest	211	\$11,686; \$11,407; \$10,550;	\$16,686; \$16,407; \$15,550;
Deferred Interest 6, 12, 24 mo — fail to pay in full; Retro on remaining balance (worst case)	0% during promo; then 35.99% + retro interest	215, 226, 265	\$12,455; \$14,432; \$22,361;	\$17,455; \$19,432; \$27,361;

\*Totals exclude late/paper/phone fees.

\*Retro on original amount (worst case): interest is computed on the full \$5,000 from purchase date.

\*Retro on remaining balance (more lenient): interest is computed only on what's left at promo end.

<sup>54</sup> Comenity Capital Bank, "Petland Credit Card Agreement," accessed October 27, 2025, <https://c.comenity.net/legaldocs/petland/legal-documents/cca>.

Pensacola, FL October 2025

*I walked into Petland “just looking” and walked out convinced the system is working exactly as the retailer intends: move inventory, not lives. A glass-front wall of kennels pitched “purebred” puppies—some paired, some alone. More than half were asleep or lying with that low-battery stare; a minority were active. One dog labeled “Boxer” didn’t read purebred on phenotype—signage selling a story the dog didn’t back up.*

*Behind the glass, staff access the same animals from open-bar kennels. Through the display glass, beyond a front kennel, I saw a beagle in the back area; staff told me he was “still going through checkups,” not yet cleared for sale—yet he occupied the same shared room/airspace and handling flow as sale-ready animals (kittens, too). That’s convenience over biosecurity.*

*I asked to meet a mini dachshund. He was sweet and calm—and he smelled like urine. His breath was notably sour. Staff produced sire/dam identifiers, a lineage chart, breeder name, and a vaccine record—paperwork that looks thorough without saying much. When I asked for hereditary health history relevant to long-backed breeds (musculoskeletal risk), there was nothing beyond the pedigree sheet.*

*Meanwhile, the monitors looped feel-good breeder videos—sunlit fields, zoomies, “happily ever after” B-roll right before you meet a puppy. After the visit, tracing the breeder’s name on my paperwork led to a high-volume commercial kennel that supplies Florida stores. In short: the marketing narrative and the sourcing reality are not the same story.*

*The financing choreography sealed it. No price posted at the kennel. After I’d bonded, the quote was \$5,000. When I asked about “monthly payments,” I was handed a pamphlet and a credit application and told to apply to see terms. The associate could not say whether the credit inquiry would be hard or soft; the application itself warned it would impact my credit score. The pamphlet showed a store-branded credit product with up to 39.99 percent APR. Attach first, disclose later, bridge the shock with expensive credit. “How long do puppies stay?” “Five to seven days; dachshunds, three to five.” Quick turnover isn’t a side effect—it’s the business model. Constant intake, constant display, and decisions made in the emotional window before price, health, or basic due diligence catch up. Florida should act on both ends of the pipeline: eliminate the allowance of retail sales that monetizes on inhumane practices and shut down the puppy-mills that funnel high volume puppy production.*

## Conclusion

From \$5.2M in lost taxes annually estimated by IMPLAN models to \$25.1M<sup>55</sup> spent by consumers, the puppy-mill industry clearly imposes a heavy cost on Floridians. Florida's current framework often treats the retail counter as the problem, when the real issue lies in the supply pipeline and financing model. Field observations, complaint data, and lending-contract reviews reveal a repeatable pattern: attach first, disclose later, and finance the gap with high-APR, rights-waiving credit. That model rewards speed and opacity, not animal welfare or consumer choice. Retail bans alone simply shift activity across county lines or into online channels, leaving the incentives—and the detriments—intact. Where jurisdictions have paired pet retail-sale restrictions with targeted enforcement—as Orange County (Orlando) did in 2022 alongside the Office of the Attorney General consent judgment against a Petland franchise<sup>56</sup>—complaints in the Orlando area fell from 565 in 2020 to 253 in 2024, a 55 percent decline. Alternatively, the opposite is seen for an area like the city of Ocoee, whose city commissioners opposed the Orange County ordinance against retail pets.

Implementing targeted policies could lessen these burdens and redirect economic losses back into the state. Grants awarded to establishments that follow responsible practices could incentivize them to continue their operations and motivate others to adopt similar practices. Adjusting the Florida Lemon Law to facilitate reporting would hold establishments accountable and prompt operational improvements. Prohibiting third-party retail sales of these animals statewide, allowing only shelter and rescue adoptions, would ensure greater transparency, traceability, and data integrity. On the supply side, breeder thresholds, universal microchipping tied to the breeder of origin, and a digital chain-of-custody could close broker and shell-company loopholes that keep puppy mills profitable. Importantly, in states that enacted pet retail sale bans, gross regional product for pet supplies retailers continued to grow, indicating consumer protection can coexist with sector performance.

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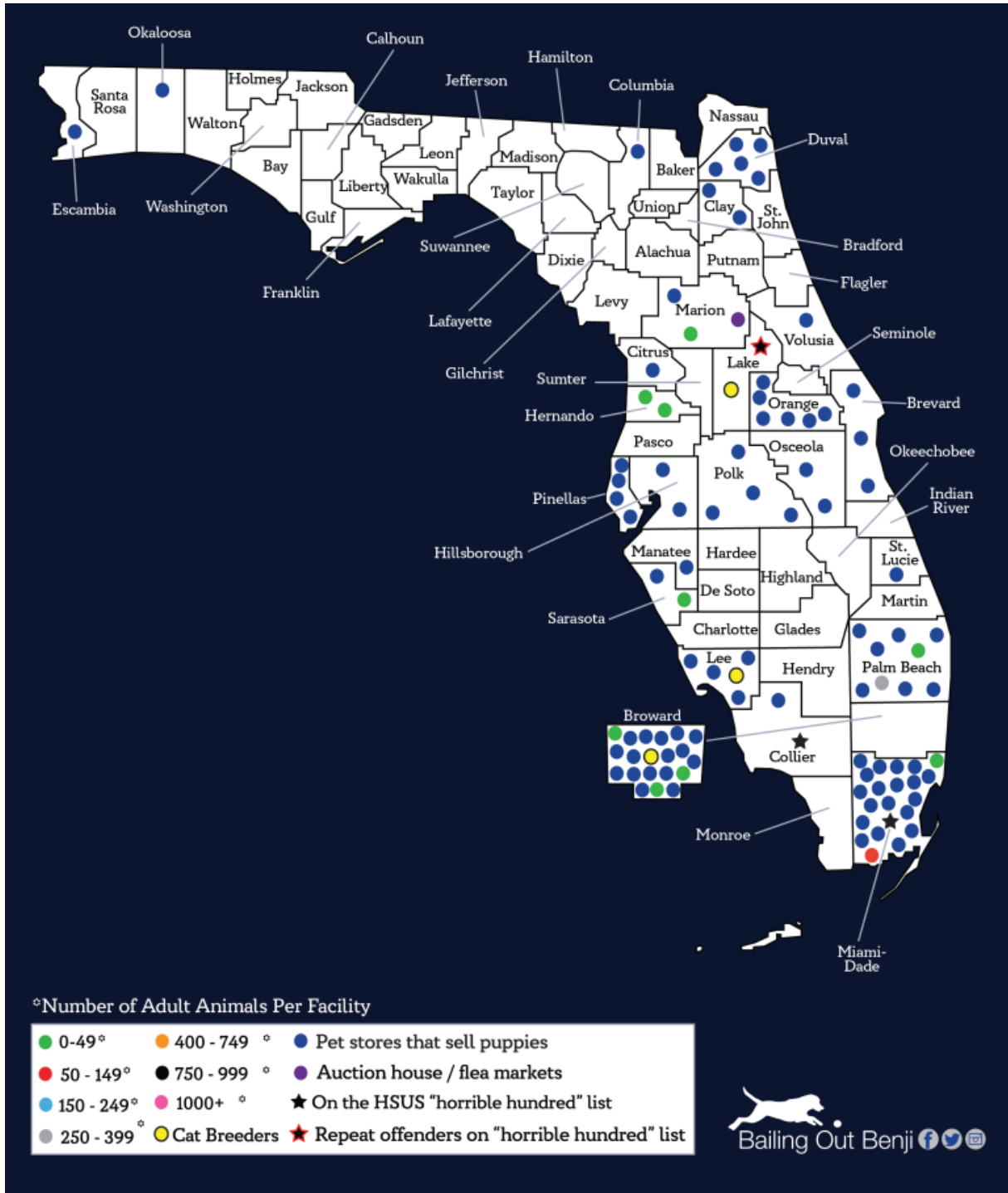
<sup>55</sup> Synergos Technologies. *STI: Spending Patterns – Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

<sup>56</sup> *Florida Office of the Attorney General v. Petland, Inc.*, Consent Final Judgment, n.d., [https://www.google.com/search?q=https://legacy.myfloridalegal.com/webfiles.nsf/WF/IDGT-CMCKFJ/\\$file/OAG%20v%20Petland%20Consent%20Final%20Judgment.pdf](https://www.google.com/search?q=https://legacy.myfloridalegal.com/webfiles.nsf/WF/IDGT-CMCKFJ/$file/OAG%20v%20Petland%20Consent%20Final%20Judgment.pdf).

The dollars lost to breeders and retailers of sick pets could be spent on puppies and kittens from local, in-state breeders, authorized by veterinarians. Such a scenario reduces loss to the consumer, and benefits local businesses, including veterinarian offices. Eighty percent of the puppies imported into Florida come from five states: Missouri, Indiana, Ohio, Iowa, and Kansas. A clear example of this economic loss is the predatory lending practices linked to the Petland store credit card from Comenity Capital Bank, which originates from Utah, a state with vague restrictions on annual percentage rates that can be as high as 39.99 percent.

While these measures alone cannot fully resolve the broader problem posed by unregulated lenders and predatory financing, comprehensive action—combining regulation, enforcement, supply-side traceability, and consumer awareness—is necessary to truly protect Floridians and their pets. Together, these reforms align incentives with outcomes: fewer sick animals sold, fewer families trapped in predatory debt, and more of Florida’s money working in Florida communities. The state can protect consumers, reward responsible businesses, and make enforcement simpler—not by expecting buyers to be perfect, but by making the system honest enough that they do not have to be.

Appendix A: Pet Store Retailers That Support Out-of-State Puppy Mills<sup>57</sup>



<sup>57</sup> Bailing Out Benji, "Commercial Breeder and Pet Store Laws by State," *Bailing Out Benji*, 2025, <https://www.bailingoutbenji.com/puppy-mill-maps/>.

## Appendix B: Florida Pet “Lemon Law” – Fla. Stat. § 828.29 (2025)<sup>58</sup>

### Part I – Selected Provisions (Quoted) with Pin Cites

Note: This appendix quotes key passages and summarizes requirements. For complete statutory language, see the official source link provided in the footnote.

**§ 828.29(1)(a):** For each dog transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered ... no more than 30 days and no less than 14 days before the dog's entry into the state.

**§ 828.29(3)(a):** At the time of sale ... one copy of the official certificate of veterinary inspection must be given to the buyer. The seller must retain one copy ... for at least 1 year after the date of sale.

**§ 828.29(4):** A person may not transport into the state for sale or offer for sale within the state any dog or cat that is less than 8 weeks of age.

**§ 828.29(5):** Within 14 days ... unfit for purchase due to illness or disease ... or within 1 year ... due to a congenital or hereditary disorder or misrepresentation ... the pet dealer shall afford the consumer [refund, exchange, or keep + reimbursement] options.

**§ 828.29(8):** The refund or exchange ... shall be made ... not later than 10 business days ... The consumer must notify the pet dealer within 2 business days ... certification ... presented ... not later than 3 business days.

**§ 828.29(13):** “Pet dealer” means any person ... who ... engages in the sale of more than two litters, or 20 dogs or cats, per year ... This definition includes breeders ... who sell such animals directly to a consumer.

### Part II – At-a-Glance: Key Timeframes & Duties

- Imports (dogs/cats): health work 14–30 days before entry; USDA-accredited vet (§ 828.29(1)-(2)).
- In-state sale: vaccination/deworming timing varies by age (≤21 days before sale if under 4 months; ≤1 year if 4+ months) (§ 828.29(1)-(2)).
- CVI copies: give to buyer; vet & seller keep ≥1 year (§ 828.29(3)(a)).
- Minimum age: 8 weeks to transport for sale or offer for sale (§ 828.29(4)).
- Consumer remedies windows: 14 days (illness/contagious disease/parasites, excl. fleas/ticks); 1 year (congenital/hereditary or misrep.) (§ 828.29(5)).
- Process timelines: dealer acts within 10 business days; consumer notice in 2 business days; deliver certification in 3 business days (§ 828.29(8)).

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<sup>58</sup> Florida Legislature, 2025 Florida Statutes website (official).  
[https://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0800-0899/0828/Sections/0828.29.html](https://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0800-0899/0828/Sections/0828.29.html)

## Appendix C: Lightcast Sources

This report uses state data from the following agencies:

Alabama Department of Labor;  
Alaska Department of Labor and Workforce Development;  
Arizona Commerce Authority;  
Arkansas Division of Workforce Services;  
California Employment Development Department;  
Colorado Department of Labor and Employment;  
Connecticut Department of Labor;  
Delaware Office of Occupational and Labor Market Information;  
District of Columbia Department of Employment Services;  
Florida Commerce;  
Georgia Labor Market Explorer;  
Hawaii Workforce Infonet;  
Idaho Department of Labor;  
Illinois Department of Employment Security;  
Indiana Department of Workforce Development;  
Iowa Workforce Development;  
Kansas Department of Labor;  
Kentucky Center for Statistics;  
Louisiana Workforce Commission;  
Maine Department of Labor;  
Maryland Department of Labor;  
Commonwealth of Massachusetts, Mass.gov;  
Michigan Department of Technology, Management and Budget;  
Minnesota Department of Employment and Economic Development;  
Mississippi Department of Employment Security;  
Missouri Economic Research and Information Center;  
Montana Department of Labor and Industry;  
Nebraska Department of Labor, NEworks;  
Nevada Department of Employment, Training and Rehabilitation;  
New Hampshire Employment Security;  
New Jersey Department of Labor and Workforce Development;

New Mexico Department of Workforce Solutions;  
New York Department of Labor;  
North Carolina Department of Commerce;  
North Dakota Job Service;  
Ohio Department of Job and Family Services;  
Oklahoma Employment Security Commission;  
Oregon Employment Department;  
Pennsylvania Department of Labor and Industry, Center for Workforce Information and Analysis;  
Rhode Island Department of Labor and Training;  
South Carolina Department of Employment and Workforce;  
South Dakota Department of Labor and Regulation;  
Tennessee Department of Labor & Workforce Development;  
Texas Workforce Commission;  
Utah Department of Workforce Services;  
Vermont Department of Labor;  
Virginia Employment Commission;  
Washington State Employment Security Department;  
West Virginia Department of Commerce;  
Wisconsin Department of Workforce Development;  
Wyoming Department of Workforce Services;

## Appendix D: Consumer Expenditure Estimates<sup>59</sup>

County	Households with Pets (56%)	Vet services	Pet purchase, supplies, meds	Per Person	Pet Households with Complaint Reports (3%)	Pet Food	Pet Services
<b>Alachua</b>	63,155	\$1.86	\$1.33	\$165.88	\$314,285	\$2.50	\$0.74
<b>Baker</b>	5,047	\$1.97	\$1.41	\$175.76	\$26,612	\$2.66	\$0.77
<b>Bay</b>	42,626	\$1.91	\$1.37	\$170.56	\$218,109	\$2.56	\$0.76
<b>Bradford</b>	5,098	\$1.89	\$1.36	\$169.00	\$25,847	\$2.61	\$0.74
<b>Brevard</b>	141,058	\$2.01	\$1.43	\$178.88	\$756,974	\$2.66	\$0.81
<b>Broward</b>	419,648	\$2.12	\$1.51	\$188.76	\$2,376,383	\$2.81	\$0.86
<b>Calhoun</b>	2,590	\$1.93	\$1.33	\$169.52	\$13,172	\$2.62	\$0.72
<b>Charlotte</b>	48,931	\$1.97	\$1.38	\$174.20	\$255,713	\$2.62	\$0.77
<b>Citrus</b>	39,033	\$1.96	\$1.36	\$172.64	\$202,160	\$2.64	\$0.75
<b>Clay</b>	45,784	\$2.01	\$1.45	\$179.92	\$247,124	\$2.65	\$0.82
<b>Collier</b>	90,086	\$2.10	\$1.47	\$185.64	\$501,707	\$2.71	\$0.86
<b>Columbia</b>	14,963	\$1.89	\$1.33	\$167.44	\$75,162	\$2.55	\$0.73
<b>DeSoto</b>	7,087	\$1.80	\$1.26	\$159.12	\$33,831	\$2.49	\$0.68
<b>Dixie</b>	3,433	\$1.88	\$1.29	\$164.84	\$16,977	\$2.55	\$0.70
<b>Duval</b>	226,878	\$1.93	\$1.38	\$172.12	\$1,171,507	\$2.59	\$0.77
<b>Escambia</b>	71,844	\$1.95	\$1.38	\$173.16	\$373,215	\$2.62	\$0.76
<b>Flagler</b>	28,166	\$1.89	\$1.34	\$167.96	\$141,923	\$2.51	\$0.76
<b>Franklin</b>	2,754	\$2.04	\$1.42	\$179.92	\$14,865	\$2.74	\$0.78
<b>Gadsden</b>	9,232	\$2.01	\$1.41	\$177.84	\$49,255	\$2.78	\$0.76
<b>Gilchrist</b>	3,871	\$1.91	\$1.34	\$169.00	\$19,626	\$2.57	\$0.75
<b>Glades</b>	2,554	\$1.93	\$1.32	\$169.00	\$12,949	\$2.63	\$0.71
<b>Gulf</b>	3,248	\$1.90	\$1.33	\$167.96	\$16,366	\$2.55	\$0.75
<b>Hamilton</b>	2,442	\$1.79	\$1.27	\$159.12	\$11,657	\$2.51	\$0.67
<b>Hardee</b>	4,563	\$1.85	\$1.28	\$162.76	\$22,280	\$2.54	\$0.69
<b>Hendry</b>	7,809	\$1.92	\$1.37	\$171.08	\$40,079	\$2.64	\$0.79
<b>Hernando</b>	45,105	\$1.95	\$1.38	\$173.16	\$234,311	\$2.63	\$0.76
<b>Highlands</b>	25,728	\$1.94	\$1.35	\$171.08	\$132,046	\$2.63	\$0.73
<b>Hillsborough</b>	319,199	\$2.01	\$1.44	\$179.40	\$1,717,929	\$2.67	\$0.82
<b>Holmes</b>	3,969	\$1.88	\$1.31	\$165.88	\$19,751	\$2.57	\$0.71
<b>Indian River</b>	38,470	\$2.10	\$1.49	\$186.68	\$215,447	\$2.79	\$0.83
<b>Jackson</b>	9,541	\$1.91	\$1.33	\$168.48	\$48,224	\$2.62	\$0.72
<b>Jefferson</b>	3,178	\$2.04	\$1.42	\$179.92	\$17,154	\$2.74	\$0.80
<b>Lafayette</b>	1,467	\$1.82	\$1.27	\$160.68	\$7,072	\$2.49	\$0.69
<b>Lake</b>	89,305	\$1.91	\$1.36	\$170.04	\$455,563	\$2.55	\$0.76
<b>Lee</b>	178,969	\$1.96	\$1.39	\$174.20	\$935,292	\$2.60	\$0.78
<b>Leon</b>	67,577	\$2.09	\$1.50	\$186.68	\$378,458	\$2.82	\$0.84
<b>Levy</b>	10,067	\$1.87	\$1.30	\$164.84	\$49,783	\$2.55	\$0.70
<b>Liberty</b>	1,430	\$1.93	\$1.37	\$171.60	\$7,362	\$2.64	\$0.73
<b>Madison</b>	3,909	\$1.92	\$1.34	\$169.52	\$19,880	\$2.63	\$0.72
<b>Manatee</b>	94,362	\$2.06	\$1.46	\$183.04	\$518,161	\$2.70	\$0.83
<b>Marion</b>	89,486	\$1.86	\$1.31	\$164.84	\$442,526	\$2.52	\$0.72
<b>Martin</b>	37,979	\$2.21	\$1.54	\$195.00	\$222,177	\$2.87	\$0.90
<b>Miami-Dade</b>	540,291	\$2.08	\$1.47	\$184.60	\$2,992,132	\$2.76	\$0.83

<sup>59</sup> Source: Synergos Technologies. *STI: Spending Patterns - Consumer Spending Habits*. Synergos Technologies, 2025, [www.synergos-tech.com/spending-patterns/](http://www.synergos-tech.com/spending-patterns/).

<b>Monroe</b>	19,393	\$2.14	\$1.52	\$190.32	\$110,726	\$2.77	\$0.88
<b>Nassau</b>	21,343	\$2.05	\$1.45	\$182.00	\$116,533	\$2.68	\$0.83
<b>Okaloosa</b>	47,109	\$2.07	\$1.48	\$184.60	\$260,890	\$2.74	\$0.83
<b>Okeechobee</b>	8,505	\$1.99	\$1.40	\$176.28	\$44,978	\$2.71	\$0.77
<b>Orange</b>	284,988	\$1.96	\$1.41	\$175.24	\$1,498,239	\$2.59	\$0.83
<b>Osceola</b>	73,564	\$1.99	\$1.44	\$178.36	\$393,626	\$2.68	\$0.79
<b>Palm Beach</b>	334,350	\$2.20	\$1.55	\$195.00	\$1,955,948	\$2.87	\$0.90
<b>Pasco</b>	128,722	\$2.02	\$1.44	\$179.92	\$694,790	\$2.69	\$0.81
<b>Pinellas</b>	237,016	\$2.00	\$1.41	\$177.32	\$1,260,830	\$2.65	\$0.81
<b>Polk</b>	154,920	\$1.96	\$1.40	\$174.72	\$812,029	\$2.66	\$0.79
<b>Putnam</b>	17,164	\$1.77	\$1.24	\$156.52	\$80,595	\$2.45	\$0.67
<b>Santa Rosa</b>	39,900	\$2.07	\$1.48	\$184.60	\$220,966	\$2.73	\$0.85
<b>Sarasota</b>	115,082	\$2.07	\$1.45	\$183.04	\$631,938	\$2.69	\$0.84
<b>Seminole</b>	103,822	\$1.98	\$1.42	\$176.80	\$550,672	\$2.61	\$0.81
<b>St. Johns</b>	60,943	\$2.08	\$1.49	\$185.64	\$339,404	\$2.66	\$0.88
<b>St. Lucie</b>	73,718	\$2.10	\$1.50	\$187.20	\$414,000	\$2.81	\$0.83
<b>Sumter</b>	37,487	\$2.06	\$1.41	\$180.44	\$202,925	\$2.66	\$0.81
<b>Suwannee</b>	8,718	\$1.82	\$1.27	\$160.68	\$42,024	\$2.48	\$0.71
<b>Taylor</b>	4,240	\$1.94	\$1.37	\$172.12	\$21,894	\$2.63	\$0.74
<b>Union</b>	2,348	\$1.92	\$1.40	\$172.64	\$12,161	\$2.65	\$0.76
<b>Volusia</b>	132,942	\$1.86	\$1.31	\$164.84	\$657,425	\$2.49	\$0.73
<b>Wakulla</b>	6,825	\$2.15	\$1.54	\$191.88	\$39,287	\$2.87	\$0.85
<b>Walton</b>	18,289	\$2.05	\$1.46	\$182.52	\$100,143	\$2.69	\$0.84
<b>Washington</b>	5,198	\$1.88	\$1.31	\$165.88	\$25,867	\$2.57	\$0.71
<b>Florida</b>	<b>4,788,510</b>	<b>\$1.97</b>	<b>\$1.39</b>	<b>\$174.93</b>	<b>\$25,129,557</b>	<b>\$2.64</b>	<b>\$0.78</b>

## Appendix E: Industry Specifications

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### Commercial Pet Sales: NAICS 459910 (Pet & Pet Supplies Retailers)

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1. *aquarium and fish retail*
2. *aquarium supply and tropical fish*
3. *miscellaneous store retailer*
4. *other miscellaneous store retailer*
5. *pet and pet supply store*
6. *pet shop*
7. *pet shop and supply*
8. *pet shop and supply including incidental grooming service*
9. *pet shop retail*
10. *pet store*
11. *pet store retail*
12. *pet supply retail*
13. *pet supply store*
14. *retail trade*
15. *store pet and pet supply retail*
16. *store pet shop retail*
17. *store retail not otherwise classified or bakery retail store sale or camera or photograph supply store retail or five and ten cent or floor covering retail or hat cleaning or laundry self service or luggage store retail or paint store retail or pet shop retail or shoe shining establishment or sporting good retail or tailor shop or wallpaper store retail or store pet and pet supply retail*

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### Breeders: NAICS 112990 (Other animal production)

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1. *agriculture forestry fishing and hunting*
2. *all other animal production*
3. *animal production all other*
4. *animal production all other type i farm nonowner operated 160 500 acre*
5. *animal production all other type i farm nonowner operated 500 2 000 acre*
6. *animal production all other type i farm nonowner operated less than 160 acre*
7. *animal production all other type i farm nonowner operated more than 2 000 acre*
8. *animal production all other type i farm owner operated 160 500 acre*
9. *animal production all other type i farm owner operated 500 2 000 acre*
10. *animal production all other type i farm owner operated less than 160 acre*
11. *animal production all other type i farm owner operated more than 2 000 acre*
12. *animal production and aquaculture*
13. *animal specialty not otherwise classified*
14. *dog breeding*
15. *farm general not otherwise classified*
16. *general farm primarily livestock and animal specialty*
17. *general livestock except dairy and poultry*
18. *kennel breeding boarding or sale*
19. *other animal production*
20. *pet breeder*

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# Important Information Regarding Electronic Communication

Read this information carefully and keep  
a copy for your records

Prior to applying for a Petland Credit Card account, Comenity Capital Bank requests your consent to provide you important information electronically.

- You understand and agree that Comenity Capital Bank may provide you with all required application disclosures regarding your Petland Credit Card account application in electronic form. These disclosures include, but are not limited to, Terms and Conditions, the Credit Card Account Agreement and Customer Privacy Statement.
- You agree to keep us updated at all times with your current contact information. If your contact information has changed please contact us at [1-866-499-4761](tel:1-866-499-4761) (TDD/TTY: [1-888-819-1918](tel:1-888-819-1918)).
- This consent does not enroll you in paperless statements. In order to enroll in paperless statements, please visit Account Center.
- At your request, we will provide you with paper copies of these disclosures. You have the right to withdraw consent, without a fee. Please call us at [1-866-499-4761](tel:1-866-499-4761) to withdraw your consent to receive electronic disclosures.
- In order to receive electronic communications and to obtain the best view of these communications you will need access to the Internet, have a web browser which supports HTML, SSL-encryption, JavaScript, CSS, the capability to download and print these disclosures, and Adobe Reader to view PDF files. You may download it for free at <https://get.adobe.com/reader/>. Visit the [Common Security Questions](#) page for additional web browser information. By selecting the "Submit" button, you confirm that your system meets these requirements and that you have the capability to access and download or print electronic disclosures.
- We recommend that you retain a copy of these disclosures for your records.

If this is a kiosk, this kiosk will display the disclosures listed above. Printed copies can be obtained at the customer service desk.

Note: Your Petland Credit Card account is issued by Comenity Capital Bank. Review our [Financial Privacy Policy](#) and [Online Privacy Policy](#) for more information. California Residents: Submit a [Data Request Form](#) to make a Do Not Sell or Share My Personal Information request.

**Please read before applying for the Petland credit card.**

**To apply you must:**

- Be at the age of majority in your state or territory
- Have a valid government-issued photo ID
- Have a valid government issued tax identification number (such as a SSN or SIN)
- Have a street, rural route, or APO/FPO mailing address. We do not accept PO Box mailing addresses

Review our Financial Privacy Policy and our Online Privacy Policy at: [breadfinancial.com/en/privacy.html](https://breadfinancial.com/en/privacy.html) for more information. California Residents: Visit this page to request that we Do Not Sell or Share your information: [calprivacy.comenity.com](https://calprivacy.comenity.com) or call us at: [1-877-655-5391](tel:1-877-655-5391) ( [1-888-819-1918](tel:1-888-819-1918)).

By providing a mobile number or a number later converted to a mobile number, you agree that Comenity Bank, Comenity Capital Bank and their service providers may contact you regarding your accounts at that number, including by auto dialer, recorded or artificial voice, and text. Message and data rates may apply.

Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for repaying this obligation.

**Married WI Residents Only:** If you are applying for an individual account and your spouse is also a WI resident, combine your and your spouse's financial information.

**IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**CA Residents:** If you are married, you may apply for a separate account. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **NY, RI and VT Residents:** We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation. **WI Residents:** No provision of a marital property agreement, unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of Comenity Capital Bank, unless the Bank, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

Each person submitting this application/solicitation (“I,” “me” or “my”) agrees and certifies that I: (1) read and agree to the disclosures provided, (2) supplied true and correct information, (3) am applying to Comenity Capital Bank, PO Box 183003, Columbus, OH 43218-3003 (“Bank”) for a(n) Petland Credit Card Account, (4) authorize the Bank to obtain my credit reports, (5) understand that my account, if approved, will be governed by the Credit Card Agreement, and (6) authorize the Bank to share my application information with Petland.

Credit card offers are subject to credit approval.

Petland Credit Card Accounts are issued by Comenity Capital Bank.

## Rate and Fee Summary

This Rate and Fee Summary (Summary) is part of the Credit Card Agreement (Agreement) for the **Petland Credit Card Account**. Read it and keep it.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>35.99%</b>
<b>Penalty APR and When it Applies</b>	<p>Up to <b>39.99%</b>            This APR will vary with the market based on the Prime Rate.            This APR may be applied to your account if you make a late payment.            We may also consider your creditworthiness in determining whether to apply the Penalty APR to your account.  <b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased, the Penalty APR may apply indefinitely.</p>
<b>How to Avoid Paying Interest</b>	<p>Your due date is at least 21 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If you do not, you will not get a grace period on purchases again until you pay the entire balance by the due date for two billing periods in a row.</p>
<b>Minimum Interest Charge</b>	<p>If you are charged interest, the charge will be no less than \$3.00.</p>

<p><b>For Credit Card Tips from the Consumer Financial Protection Bureau</b></p>	<p>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</p>
<p><b>Fees</b></p>	
<p><b>Set-up and Maintenance Fees</b></p> <ul style="list-style-type: none"> <li>• Annual Fee</li> <li>• Paper Statement Fee</li> </ul>	<p><b>None</b> Up to <b>\$35.88</b> annually (\$2.99 each month in which your balance is greater than \$3.50 and a paper billing statement is mailed to you; you can avoid this fee each month you are enrolled in paperless statements on the last day of a billing period)</p>
<p><b>Penalty Fees</b></p> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$41.00</b> Up to <b>\$41.00</b></p>

**How We Will Calculate Your Balance:** We use a method called “daily balance (including current transactions).” Review your Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Agreement.

**Wisconsin Residents:** If you are married, contact us upon receipt of this Agreement at the General phone number in the How to Contact Us section below and give us your spouse’s name and address.

**Print Date:** This Summary was printed October 2025. The information was accurate as of that date but may have changed. To find out more, contact us at the General mailing address or phone number in the How to Contact Us section below.

**Issuer Name:** Your Card is issued by Comenity Capital Bank.

**Governing Law:** This loan is made in Utah and this Agreement is governed by Utah and federal law.

**Rate Information:** The following chart provides details on your rates as of the Print Date shown above.

	<b>APR</b>	<b>Daily Periodic Rate</b>	<b>Margin</b>	<b>Maximum APR</b>
<b>Petland Credit Card</b>	35.99%	0.0986%	N/A	N/A
<b>Purchases</b>				
<b>Penalty</b>	39.99% (v)	0.10956%	36.49%	39.99%

(v) = variable

**Annual Fee:** If there is an Annual Fee in the Fees table above, this fee will be charged with the close of your first billing period and annually thereafter. We will refund this fee if you close your Account within 30 days of the mailing or delivery date of the statement on which the fee appears. The fee is otherwise non-refundable.

**Paper Statement Fee:** We will charge a Paper Statement Fee each month your balance is greater than \$3.50 and a paper billing statement is mailed to you. We do not charge the fee for the first billing period after Account opening. You can avoid this fee if you are enrolled in paperless statements as of 5:00 p.m. ET on the last day of a billing period. You can enroll at the website in the How to Contact Us section of the Summary.

**Late Fee:** If you do not pay the Minimum Payment by the Due Date, we charge a Late Fee. The fee is \$30.00 if you were not charged a Late Fee during the prior six billing periods. Otherwise, it is \$41.00. This fee will not exceed the amount permitted by law.

**Returned Payment Fee:** If you make a payment that is not honored, we charge a Returned Payment Fee even if the payment is honored on resubmission. The fee is \$30.00 if you were not charged a Returned Payment Fee in the same or the prior six billing periods. Otherwise, it is \$41.00. This fee will not exceed the amount permitted by law.

**Alternative Payment Method Fee:** We may allow you to make an expedited payment over the phone. If you do, we may charge a fee. Currently, that fee is up to \$15. We'll let you know the current fee before you authorize any payment and you can withdraw your request if you don't want to pay the fee.

**Promotional Credit Plans for Petland Credit Card:** Purchases made at a participating Petland location or the Petland website on a Petland Credit Card Account may qualify for a Promotional Credit Plan as described below. As of the Print Date, your Purchase APR is 35.99%.

Current offers may include:

**Deferred Interest, Low Payment:** No interest if paid in full within 6, 12, or 24 months. Interest will be charged to the Account from the purchase date at the Purchase APR if the plan balance is not paid in full within the promotional period.

**Low APR, Equal Payment:** 5.99% APR for 18, 24, 36, 48, or 60 months; 9.99% APR for 18, 24, 36, 48, or 60 months. After that the Purchase APR will apply to any remaining plan balance.

#### **Applicable to All Promotional Credit Plans**

- **Available plans and offer terms are subject to change. Plan availability may be limited to certain locations or web purchases. For more information, visit a participating Petland location or the Petland website.**
- Minimum payments are required for each Credit Plan. Review the Minimum Payment section below for more details.
- Minimum payments are not guaranteed to pay the promotional plan balance within the promotional period. You may have to pay more than the minimum payment to avoid paying interest at the purchase APR. Some balances may be paid off before the promotional period ends.
- Your minimum payment may be higher than if you did not select promotional financing.

- If a single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.
- Multiple transactions that qualify for the same type of Promotional Credit Plan that post on a single day may be combined into one Credit Plan without respect to minimum purchase requirements.
- Each transaction placed on a promotional Credit Plan may not earn reward points depending on plan selected. Please consult Rewards Terms & Conditions for details.

**Minimum Payment:** You may pay the entire Account balance at any time. You must pay at least the Minimum Payment each billing period by the Due Date on your statement.

If the New Balance on your statement is less than \$30.00 (or \$41.00 if you were charged a Late Fee during the prior six billing periods), the Minimum Payment is the New Balance. If the New Balance is more than \$30.00 (or \$41.00 if you were charged a Late Fee during the prior six billing periods), the Minimum Payment is the Past Due amount plus the sum of the amounts due on Credit Plans as follows (minimum \$30.00 or \$41.00 if you were charged a Late Fee during the prior six billing periods):

<b>Regular Purchase, Deferred Interest, Payment Required and Waived Interest, Payment Required</b>	4% of sum of plan balances at end of billing period rounded up to nearest \$1 (minimum \$5)
<b>Deferred Interest, Equal Payment or Waived Interest, Equal Payment</b>	Purchase amount divided by number of months in promotional period rounded up to nearest \$1
<b>Low APR, Equal Payment</b>	Purchase amount including calculated interest charges from purchase date through end of promotional period divided by number of months in promotional period rounded up to nearest \$1
<b>Deferred Interest, Low Payment or Waived Interest, Low Payment</b>	1% of sum of plan balances at end of billing period rounded up to nearest \$1

**How to Contact Us:**

<b>Arbitration Claims</b>	Comenity Capital Bank, PO Box 182436, Columbus, OH 43218-2436
<b>Arbitration Rejection</b>	Comenity Capital Bank, PO Box 182422, Columbus, OH 43218-2422
<b>Bankruptcy Notifications</b>	Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, OH 43218-3043
<b>Billing Errors</b>	Comenity Capital Bank, PO Box 182620, Columbus, OH 43218-2620
<b>Credit Reporting Disputes</b>	Comenity Capital Bank, PO Box 182120, Columbus, OH 43218-2120
<b>Disputed Debts</b>	3000 Kellway Drive, Suite 120, Carrollton, TX 75006
<b>General</b>	Credit Card Customer Care: <ul style="list-style-type: none"> <li>• Petland: <a href="tel:1-866-499-4761">1-866-499-4761</a></li> <li>• TDD/TTY: <a href="tel:1-888-819-1918">1-888-819-1918</a></li> <li>• <a href="http://comenity.net/petland">comenity.net/petland</a></li> <li>• Comenity Capital Bank, PO Box 183003, Columbus, OH 43218-3003</li> </ul>

When writing, include your name, address, phone number and Account number.

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**Please read before applying for the Petland credit card.**

**To apply you must:**

- Be at the age of majority in your state or territory
- Have a valid government-issued photo ID
- Have a valid government issued tax identification number (such as a SSN or SIN)
- Have a street, rural route, or APO/FPO mailing address. We do not accept PO Box mailing addresses

Review our Financial Privacy Policy and our Online Privacy Policy at: [breadfinancial.com/en/privacy.html](https://breadfinancial.com/en/privacy.html) for more information. California Residents: Visit this page to request that we Do Not Sell or Share your information: [calprivacy.comenity.com](https://calprivacy.comenity.com) or call us at: [1-877-655-5391](tel:1-877-655-5391) ( [1-888-819-1918](tel:1-888-819-1918)).

By providing a mobile number or a number later converted to a mobile number, you agree that Comenity Bank, Comenity Capital Bank and their service providers may contact you regarding your accounts at that number, including by auto dialer, recorded or artificial voice, and text. Message and data rates may apply.

Alimony, child support or separate maintenance income need not be included if you do not wish to have it considered as a basis for repaying this obligation.

**Married WI Residents Only:** If you are applying for an individual account and your spouse is also a WI resident, combine your and your spouse's financial information.

**IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**CA Residents:** If you are married, you may apply for a separate account. **OH Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **NY, RI and VT Residents:** We may order credit reports in connection with processing applications/solicitations and any update, renewal or extension of credit. Upon request, we will tell you the name and address of any consumer-reporting agency that furnished a report on you. You consent to the obtaining of such reports by signing or otherwise submitting an application or solicitation. **WI Residents:** No provision of a marital property agreement, unilateral statement under Section 766.59 or court decree under Section

766.70 adversely affects the interest of Comenity Capital Bank, unless the Bank, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

Each person submitting this application/solicitation (“I,” “me” or “my”) agrees and certifies that I: (1) read and agree to the disclosures provided, (2) supplied true and correct information, (3) am applying to Comenity Capital Bank, PO Box 183003, Columbus, OH 43218-3003 (“Bank”) for a(n) Petland Credit Card Account, (4) authorize the Bank to obtain my credit reports, (5) understand that my account, if approved, will be governed by the Credit Card Agreement, and (6) authorize the Bank to share my application information with Petland.

Credit card offers are subject to credit approval.

Petland Credit Card Accounts are issued by Comenity Capital Bank.

## Rate and Fee Summary

This Rate and Fee Summary (Summary) is part of the Credit Card Agreement (Agreement) for the **Petland Credit Card Account**. Read it and keep it.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>35.99%</b>
<b>Penalty APR and When it Applies</b>	<p>Up to <b>39.99%</b>                      This APR will vary with the market based on the Prime Rate.                      This APR may be applied to your account if you make a late payment.                      We may also consider your creditworthiness in determining whether to apply the Penalty APR to your account.  <b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased, the Penalty APR may apply indefinitely.</p>
<b>How to Avoid Paying Interest</b>	<p>Your due date is at least 21 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If you do not, you will not get a grace period on purchases again until you pay the entire balance by the due date for two billing periods in a row.</p>

<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$3.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>
<b>Fees</b>	
<b>Set-up and Maintenance Fees</b> <ul style="list-style-type: none"> <li>• Annual Fee</li> <li>• Paper Statement Fee</li> </ul>	<b>None</b> Up to <b>\$35.88</b> annually (\$2.99 each month in which your balance is greater than \$3.50 and a paper billing statement is mailed to you; you can avoid this fee each month you are enrolled in paperless statements on the last day of a billing period)
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	Up to <b>\$41.00</b> Up to <b>\$41.00</b>

**How We Will Calculate Your Balance:** We use a method called “daily balance (including current transactions).” Review your Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Agreement.

**Wisconsin Residents:** If you are married, contact us upon receipt of this Agreement at the General phone number in the How to Contact Us section below and give us your spouse’s name and address.

**Print Date:** This Summary was printed October 2025. The information was accurate as of that date but may have changed. To find out more, contact us at the General mailing address or phone number in the How to Contact Us section below.

**Issuer Name:** Your Card is issued by Comenity Capital Bank.

**Governing Law:** This loan is made in Utah and this Agreement is governed by Utah and federal law.

**Rate Information:** The following chart provides details on your rates as of the Print Date shown above.

	<b>APR</b>	<b>Daily Periodic Rate</b>	<b>Margin</b>	<b>Maximum APR</b>
<b>Petland Credit Card</b>	35.99%	0.0986%	N/A	N/A
<b>Purchases</b>				

Penalty 39.99% (v)

0.10956%

36.49% 39.99%

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(v) = variable

**Annual Fee:** If there is an Annual Fee in the Fees table above, this fee will be charged with the close of your first billing period and annually thereafter. We will refund this fee if you close your Account within 30 days of the mailing or delivery date of the statement on which the fee appears. The fee is otherwise non-refundable.

**Paper Statement Fee:** We will charge a Paper Statement Fee each month your balance is greater than \$3.50 and a paper billing statement is mailed to you. We do not charge the fee for the first billing period after Account opening. You can avoid this fee if you are enrolled in paperless statements as of 5:00 p.m. ET on the last day of a billing period. You can enroll at the website in the How to Contact Us section of the Summary.

**Late Fee:** If you do not pay the Minimum Payment by the Due Date, we charge a Late Fee. The fee is \$30.00 if you were not charged a Late Fee during the prior six billing periods. Otherwise, it is \$41.00. This fee will not exceed the amount permitted by law.

**Returned Payment Fee:** If you make a payment that is not honored, we charge a Returned Payment Fee even if the payment is honored on resubmission. The fee is \$30.00 if you were not charged a Returned Payment Fee in the same or the prior six billing periods. Otherwise, it is \$41.00. This fee will not exceed the amount permitted by law.

**Alternative Payment Method Fee:** We may allow you to make an expedited payment over the phone. If you do, we may charge a fee. Currently, that fee is up to \$15. We'll let you know the current fee before you authorize any payment and you can withdraw your request if you don't want to pay the fee.

**Promotional Credit Plans for Petland Credit Card:** Purchases made at a participating Petland location or the Petland website on a Petland Credit Card Account may qualify for a Promotional Credit Plan as described below. As of the Print Date, your Purchase APR is 35.99%.

Current offers may include:

**Deferred Interest, Low Payment:** No interest if paid in full within 6, 12, or 24 months. Interest will be charged to the Account from the purchase date at the Purchase APR if the plan balance is not paid in full within the promotional period.

**Low APR, Equal Payment:** 5.99% APR for 18, 24, 36, 48, or 60 months; 9.99% APR for 18, 24, 36, 48, or 60 months. After that the Purchase APR will apply to any remaining plan balance.

#### **Applicable to All Promotional Credit Plans**

- **Available plans and offer terms are subject to change. Plan availability may be limited to certain locations or web purchases. For more information, visit a participating Petland location or the Petland website.**
- Minimum payments are required for each Credit Plan. Review the Minimum Payment section below for more details.
- Minimum payments are not guaranteed to pay the promotional plan balance within the promotional period. You may have to pay more than the minimum payment to avoid paying interest at the

purchase APR. Some balances may be paid off before the promotional period ends.

- Your minimum payment may be higher than if you did not select promotional financing.
- If a single transaction has multiple shipments, each shipment may result in a separate Credit Plan, subject to a separate minimum purchase requirement.
- Multiple transactions that qualify for the same type of Promotional Credit Plan that post on a single day may be combined into one Credit Plan without respect to minimum purchase requirements.
- Each transaction placed on a promotional Credit Plan may not earn reward points depending on plan selected. Please consult Rewards Terms & Conditions for details.

**Minimum Payment:** You may pay the entire Account balance at any time. You must pay at least the Minimum Payment each billing period by the Due Date on your statement.

If the New Balance on your statement is less than \$30.00 (or \$41.00 if you were charged a Late Fee during the prior six billing periods), the Minimum Payment is the New Balance. If the New Balance is more than \$30.00 (or \$41.00 if you were charged a Late Fee during the prior six billing periods), the Minimum Payment is the Past Due amount plus the sum of the amounts due on Credit Plans as follows (minimum \$30.00 or \$41.00 if you were charged a Late Fee during the prior six billing periods):

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<b>Regular Purchase, Deferred Interest, Payment Required and Waived Interest, Payment Required</b>	4% of sum of plan balances at end of billing period rounded up to nearest \$1 (minimum \$5)
<b>Deferred Interest, Equal Payment or Waived Interest, Equal Payment</b>	Purchase amount divided by number of months in promotional period rounded up to nearest \$1
<b>Low APR, Equal Payment</b>	Purchase amount including calculated interest charges from purchase date through end of promotional period divided by number of months in promotional period rounded up to nearest \$1
<b>Deferred Interest, Low Payment or Waived Interest, Low Payment</b>	1% of sum of plan balances at end of billing period rounded up to nearest \$1

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**How to Contact Us:**

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<b>Arbitration Claims</b>	Comenity Capital Bank, PO Box 182436, Columbus, OH 43218-2436
<b>Arbitration Rejection</b>	Comenity Capital Bank, PO Box 182422, Columbus, OH 43218-2422
<b>Bankruptcy Notifications</b>	Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, OH 43218-3043
<b>Billing Errors</b>	Comenity Capital Bank, PO Box 182620, Columbus, OH 43218-2620
<b>Credit Reporting Disputes</b>	Comenity Capital Bank, PO Box 182120, Columbus, OH 43218-2120
<b>Disputed Debts</b>	3000 Kellway Drive, Suite 120, Carrollton, TX 75006
<b>General</b>	Credit Card Customer Care:

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- Petland: [1-866-499-4761](tel:1-866-499-4761)
- TDD/TTY: [1-888-819-1918](tel:1-888-819-1918)
- [comenity.net/petland](http://comenity.net/petland)
- Comenity Capital Bank, PO Box 183003, Columbus, OH 43218-3003

When writing, include your name, address, phone number and Account number.

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## Credit Card Agreement

This Agreement, including the Summary, is your contract with us. Read it and keep it.

**Acceptance:** You accept this Agreement if you use the Account or you do not cancel your Account within 30 days after delivery of the Agreement. Your signature on any application or solicitation for this Account or other evidence of indebtedness on your Account is your signature on this Agreement.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. If you do not, it will be part of this Agreement.

**Changes:** The rates, fees and terms of this Agreement may change and we may add or delete any term. We will give you advance notice and a right to reject, if required by law.

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## Definitions

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**Account:** the credit card account with us under this Agreement.

**Authorized User:** any person you allow to use your Account.

**Card:** one or more cards or access devices, including your Account number or virtual card, we issue to you, or someone you authorize, to get credit under this Agreement.

**Cash Advance:** if applicable, the use of your Account to:

- get cash from an ATM, financial institution or other location;
- buy lottery tickets, money orders, foreign currency, gift cards or similar items;
- get cash or pay someone using a check we offer for that purpose;
- make any other transaction the merchant codes as a cash advance, money transfer or gambling.

**Credit Plan:** each balance subject to different financing terms, such as regular purchases, Cash Advances, and promotional plans.

**Margin:** the amount added to the Prime Rate to determine a variable APR.

**Prime Rate:** the U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the last business day of the calendar month.

**We, us or our:** the issuer of your Card and its successors and assignees.

**You, your or yours:** each person who submits an application or solicitation for an Account and any other person contractually liable under this Agreement.

## Using Your Account

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<b>Your Agreement</b>	You agree to use your Account in accordance with this Agreement. You agree to pay us for all amounts due on your Account, including charges made by Authorized Users. You agree not to use your Account for illegal transactions.
<b>Use of Account</b>	You may use your Account to make purchases anywhere the Card is accepted. If your Card has the logo of one of our network providers (e.g., American Express, Visa and Mastercard), you may use your Account to make Cash Advances.
<b>Authorized Users</b>	You may request Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.
<b>Joint Accounts</b>	If this is a joint Account, each of you agrees to be individually and jointly liable for the entire amount owed. Any notice we send to either of you will serve as notice to both of you.
<b>Credit Authorizations</b>	We may decline to authorize a transaction for any reason. We will not be liable to you if we do or if anyone refuses any use of your Card.
<b>Credit Limit</b>	We will tell you your credit limit or limits. Keep your balance below your credit limit or limits. If you do not, you must still pay us. We may change your credit limit or limits at any time, without notice.
<b>Promotional Credit Plans</b>	We may offer special financing terms, such as deferred interest, waived interest, low APR or equal payment options. The Credit Plan or Plans will be subject to the terms of the offer and this Agreement.
<b>Electronic Access</b>	Applications (apps) on electronic devices (such as mobile wallets) can store your Card and be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible for any consequences from your violation of those terms.

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## APRs and Interest Based on APRs

Review your Summary for the APRs that apply to your Account

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<b>Variable APRs</b>	<p>We add the applicable Margin specified in the Rate Information chart on the Summary to the Prime Rate to determine Variable APRs. Variable APRs increase or decrease when the Prime Rate changes but will not exceed any Maximum APR specified in the Rate Information chart.</p> <p>Any APR change will take effect on the first day of the billing period that begins after the Prime Rate changes. Increased APRs will increase your interest charges and may increase your Minimum Payment.</p>
<b>Daily Balance Method (including current transactions)</b>	<p>We calculate interest for each Credit Plan each day by applying the applicable daily periodic rate to the daily balance. The daily periodic rate is the APR for the Credit Plan divided by 365.</p> <p>We start with the beginning balance each day (including unpaid interest and fees). We add new transactions and fees to the applicable Credit Plan. We add transaction fees to the same Credit Plan as the transaction. We add all other fees to the regular purchase Credit Plan.</p>

We subtract new credits and payments from the applicable Credit Plan and make other adjustments to get the partial daily balance.

We multiply the partial daily balance by the daily periodic rate to get the daily interest.

We add the daily interest to the partial daily balance to get the daily balance. This results in daily compounding of interest.

We add all the daily interest to get the total interest for the Credit Plan for the billing period. For a Deferred Interest Credit Plan, this interest is deferred.

We round interest to the nearest cent.

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**Charging Interest:** Interest begins on a transaction, fee or interest from the day added to the daily balance until paid in full.

**How to Avoid Paying Interest on Regular Purchases (Grace Period):** If you did not have a Previous Balance, or if you paid the New Balance on your previous statement by the Due Date on that statement, we will not charge interest on new regular purchases, or any portion thereof, paid by the Due Date on your current statement. If you have promotional Credit Plans and/or balance transfers, we may exclude some of those balances from the amount you have to pay in a billing period to keep your Grace Period. However, you must pay (i) any required minimum payment on such balances, (ii) the full amount of any Cash Advances and (iii) the full amount of any promotional Credit Plan that expires in that billing period.

**You Could Lose Your Grace Period:** If you do not pay your New Balance in full each billing period, then, depending on how we apply your payment, you may not get a Grace Period on new regular purchases. Once you lose your Grace Period, you can get it back by paying the New Balance (less any promotional Credit Plans and/or balance transfers as described above plus any interest charged up to the date the payment posts) in full for two billing periods in a row.

**Waived Interest Credit Plan:** We do not impose interest on plan balances during the promotional period. After the promotional period, any remaining balance is added to the regular purchase balance and is subject to interest at the then-current rate for regular purchases.

**Deferred Interest Credit Plan:** Interest accrues on plan balances from the transaction date. We do not impose that interest if you pay the balance in full by the end of the promotional period. After the promotional period, any remaining balance and interest from the transaction date is added to the regular purchase balance and is subject to interest at the then-current rate for regular purchases.

## Interest

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## Payments

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### Payment Instructions

We credit payments in accordance with the terms on your statement. Review your statement for details.

Pay in U.S. dollars, in funds on deposit in the U.S. If you don't, we may refuse your payment or charge you our costs to collect the funds.

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### How We Apply Payments

We apply payments up to the Minimum Payment at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment will be applied in accordance with law.

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## Other Information

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<b>Default</b>	<p>You are in default if:</p> <ul style="list-style-type: none"><li>• you fail to comply with this Agreement or any other agreement with us or an affiliate;</li><li>• a bankruptcy or other insolvency proceeding is filed by or against you;</li><li>• we reasonably believe you are unable or unwilling to repay us;</li><li>• you die or are legally incompetent or incapacitated;</li><li>• you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary.</li></ul> <p>If you are in default, we may declare the entire balance immediately due and payable without notice.</p>
<b>Collection Costs</b>	<p>If we use an attorney to collect your Account, we may charge you our costs if and as permitted by law. These may include reasonable attorneys' fees and court costs.</p>
<b>Privacy Policy</b>	<p>You authorize us to share information about you and your Account as permitted by law. Review our Privacy Statement for details about our information sharing practices.</p>
<b>Credit Reporting</b>	<p>We may check your credit, employment and income records in connection with an application, update, renewal or extension of credit on your Account (including collections and dispute investigations). You consent to our obtaining such records by submitting an application or solicitation. Upon request, we will tell you the name and address of any credit reporting agency that furnished a report on you. We may report Account status and payment history to credit reporting agencies, other creditors and the company whose name or brand appears on your Card.</p>
<b>Unauthorized Use</b>	<p>Notify us immediately at the General mailing address or phone number in the How to Contact Us section of the Summary and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission.</p>
<b>Closing Your Account</b>	<p>You may close your Account at any time. You remain responsible for any amount owed under this Agreement. We may close, suspend or not renew your Account at any time, for any reason, without notice.</p>
<b>Foreign Transactions</b>	<p>If applicable, transactions in foreign currency are converted to U.S. dollars by our network providers (e.g., American Express, Visa and Mastercard) using their procedures in effect when the transaction is processed. Currently, they use a government-mandated or wholesale rate. These procedures may change without notice. The conversion rate you get may differ from the rate on the transaction or post date and from the rate our network provider gets. A third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to our network provider.</p> <p>For any transaction made or processed outside the U.S. or in a foreign currency, we charge a fee in the amount on the Summary.</p>
<b>Conformance with Law; Severability</b>	<p>If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.</p>
<b>No Waiver</b>	<p>We will not lose our rights under this Agreement because we delay or do not enforce them.</p>
<b>Assignment</b>	<p>We may assign any or all of our rights and obligations under this Agreement to a third party. You may not assign any of your rights or obligations under this Agreement.</p>

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**New Jersey  
Residents**

All provisions of this agreement are valid, enforceable and applicable in New Jersey.

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**Communications with Us**

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**Monitoring and Recording:** Your communications with us and our affiliates, servicers, agents and contractors may be monitored or recorded. Inform Authorized Users and persons acting on your behalf or making payments on this Account of this provision.

**Communication Authorization:** You give direct consent to us and our affiliates, servicers, agents and contractors, including collection agents, to communicate with you in any way to service or collect your Account, such as calling, texting or email via:

- any phone number you give us even if the number is or converts to a mobile phone number;
- any other number you provide, use to contact us or may utilize;
- any other device or service for which you may be charged for the call, including Voice Over Internet Protocol (VOIP); and
- any email address you provide to us or any other person or company that provides any services in connection with this Agreement.

Subject to any restrictions of applicable law, we may contact you using automated telephone dialing systems and/or pre-recorded or artificial voice messages and any other form of communication.

Communications may result in additional mobile, text message, data or other charges.

You may change your preferences by calling the General phone number on the Summary.

**Disputed Debts:** All written communications about disputed amounts, including any check or payment instrument marked "payment in full" or similar, must be sent to the address for Disputed Debts on the Summary. We may accept payments sent to any other address without losing our rights.

**Bankruptcy Notifications:** Send bankruptcy notices and related correspondence to the address for Bankruptcy Notifications on the Summary.

**Changes:** You agree to notify us at the General phone number or address on the Summary or by updating your information on Account Center immediately upon changing your name, email address, mailing address or phone number.

**Communication in Languages Other Than English:** You agree to receive all Account communications in English. We may, at our option, communicate with you in other languages as a courtesy. We may stop communicating with you in non-English languages at any time. While we try to ensure accuracy of translations, we are not responsible for any inaccuracies in translation or misunderstandings due to differences in usage or dialect. In the event of inconsistency between the English version and the translation, the English version will control.

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**Notice for Active Duty Military Members and Their Dependents**

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The following disclosures apply to you if, in connection with opening your Account, we determine you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

- The provision of this Agreement titled "Arbitration and Jury Trial Waiver" does not apply to you.
- Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
- To hear information about these protections and a description of your payment obligations, call toll free at [1-866-230-0418](tel:1-866-230-0418) (or at the General TDD/TTY number on the Summary).

### Arbitration and Jury Trial Waiver

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<b>Key Provisions</b>	<p><b>Please review the following important provisions carefully. Pay special attention to Paragraphs:</b></p> <ul style="list-style-type: none"><li>• A: Jury Trial Waiver;</li><li>• C: Arbitration Provision;</li><li>• C.1: Right to Reject;</li><li>• C.6: Court and Jury Trials Prohibited; Other Limitations on Legal Rights; and</li><li>• C.7: Class Action Waiver.</li></ul>
<b>A. Jury Trial Waiver</b>	<p><b>To the extent permitted by law, you and we waive any right to trial by jury in the event of a lawsuit arising out of or related to this Agreement. This jury trial waiver shall not affect the Arbitration Provision below (including the jury trial waiver contained therein). You and we each represent that this waiver is given knowingly, willingly and voluntarily.</b></p>
<b>B. Notice and Cure</b>	<p>Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined below, "Claim"), the party asserting the Claim ("Claimant") shall give the other party ("Respondent") written notice of the Claim ("Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim through good faith efforts of both parties. Any Claim Notice to you shall be sent to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to the address for Arbitration Claims on the Summary (or any updated address we subsequently provide). Any Claim Notice you send must provide your name, address and Account number and explain the nature of the Claim and relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Respondent reasonably requests. Any statute of limitations applicable to</p>

the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is sent by mail and the later of:

- a. 60 days after receipt of the Claim Notice, or
- b. 30 days after either Claimant or Respondent informs the other that good faith efforts to resolve the Claim informally have ceased.

A lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this Notice and Cure provision. A court will have authority to enforce this Notice and Cure provision, including the power to enjoin the filing or prosecution of arbitrations without first complying with said provision. Unless prohibited by applicable law, the arbitration Administrator is without authority to accept or administer any arbitration proceeding unless the Claimant has complied with this Notice and Cure provision.

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<b>C. Arbitration Provision</b>	<b>Review this provision carefully. If you do not reject it in accordance with Paragraph C.1, Right to Reject, below, it will be part of this Agreement and will have a substantial impact on the way you or we will resolve any Claim you or we have against each other now or in the future.</b>
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1. Right to Reject	<b>If you don't want this Arbitration Provision (and any prior arbitration agreement between you and us ("Prior Arbitration Agreement")) to apply, you may reject it by mailing us a written rejection notice which gives your name, address, Account number and contains a statement that you (both of you, if more than one) reject the Arbitration Provision of this Agreement. The rejection notice must be sent to us at the address for Arbitration Rejection on the Summary. A rejection notice is only effective if it is personally signed by you and if we receive it within 30 calendar days after the date we first provide you with a credit card agreement or written notice providing you a right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or your ability to obtain credit.</b>
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2. Parties	Solely as used in this Arbitration Provision (and not elsewhere in this Agreement), the terms "we," "us" and "our" mean <ol style="list-style-type: none"><li>a. the issuer of your Card named on the Summary and its successors and/or assigns, as well as any parent, subsidiary or affiliate of theirs and their employees, officers and directors (the "Bank Parties"); and</li><li>b. any other person or company that provides any services in connection with this Agreement if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party.</li></ol>
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3. Covered Claims	"Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, the Account, the issuance of any Card, any rewards program and/or any prior agreement or account. "Claim" includes disputes arising from actions or omissions prior to the date any Card was issued to you, including the advertising related to, application for or approval of the Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based on contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for individual injunctive or declaratory relief). "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the
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prohibition against class proceedings, private attorney general proceedings and/or multiple party proceedings described in Paragraph C.7, Prohibitions Against Certain Proceedings (Class Action Waiver), Paragraph C.13, Severability, and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

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4. Starting an Arbitration

Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by giving a written demand for arbitration to the other party. You and we will not choose to arbitrate any individual Claim you or we bring in small claims court or your or our state's equivalent court. This means you or we may bring an action in small claims court without being subject to arbitration. Moreover, if an arbitration demand has been made within the jurisdictional limits of the applicable small claims court, you or we may instruct the arbitration Administrator to close the case because the dispute should be decided by a small claims court. However, if a Claim is transferred, removed or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit or attempts to change an individual Claim into a class or other representative Claim, you or we will then have the right to demand arbitration.

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5. Administrator

"Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, [www.adr.org](http://www.adr.org), or National Arbitration and Mediation ("NAM"), 122 East 42nd Street, Suite 803, New York, NY 10168, [www.namadr.com](http://www.namadr.com), to be selected by mutual agreement of the parties. If the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court with jurisdiction pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver, without the consent of all parties to the arbitration.

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6. Court and Jury Trials Prohibited; Other Limitations on Legal Rights

**If you or we elect to arbitrate a Claim, you will not have the right to pursue that Claim in court or have a jury decide the Claim. Also, your ability to obtain information from us is more limited in arbitration than in a lawsuit. Other rights that you would have if you went to court may also not be available in arbitration.**

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7. Prohibition Against Certain Proceedings (Class Action Waiver)

**If you or we elect to arbitrate a Claim:**

- a. neither you nor we may participate in a class action in court or in class-wide arbitration, either as a plaintiff, defendant or class member;**
- b. neither you nor we may act as a private attorney general in court or in arbitration;**
- c. absent the written consent of all parties, Claims brought by or against you may not be joined or consolidated with Claims brought by or against any other person; and**
- d. the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or other representative arbitration.**

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8. Location and Costs	<p>Any arbitration hearing that you attend must take place at a location reasonably convenient to you. The parties shall pay filing, administrative and arbitrator fees in accordance with the Administrator's rules and applicable law. However, if we receive a written request personally signed by you, stating that you cannot afford to pay your portion of said fees, we will pay them for you. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the Administrator's rules. Provided such an award is permitted by applicable law, the arbitrator may also allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.</p>
9. Governing Law	<p>This Arbitration Provision involves interstate commerce and is governed by the FAA, and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply in an individual case if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.</p>
10. Discovery	<p>In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.</p>
11. Result and Appeals	<p>Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA and/or the rules of the Administrator. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.</p>
12. Interpretation	<p>This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, the closing of the Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of this Agreement, this Arbitration Provision shall govern. This Arbitration Provision replaces any Prior Arbitration Agreement.</p>
13. Severability	<p>If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions. First, if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision shall be void in its entirety. Second, if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.</p>

**Your Billing Rights: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### *What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at the address for Billing Errors on the Summary

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### *What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

*Your Rights If You Are Dissatisfied With Your Credit Card Purchases*

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address for Billing Errors on the Summary.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**Pricing Addendum**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage</b>	<b>35.99%</b>

<b>Rate (APR) for Purchases</b>	
<b>Penalty APR and When it Applies</b>	<p>Up to Prime Rate plus <b>36.49%</b>  This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you make a late payment. We may also consider your creditworthiness in determining whether to apply the Penalty APR to your account.</p> <p><b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased, the Penalty APR may apply indefinitely.</p>
<b>How to Avoid Paying Interest</b>	<p>Your due date is at least 21 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If you do not, you will not get a grace period on purchases again until you pay the entire balance by the due date for two billing periods in a row.</p>
<b>Minimum Interest Charge</b>	<p>If you are charged interest, the charge will be no less than \$3.00.</p>
<b>Fees</b>	
<b>Set-up and Maintenance Fees</b> <ul style="list-style-type: none"> <li>• Annual Fee</li> <li>• Paper Statement Fee</li> </ul>	<p><b>None</b>  Up to <b>\$35.88</b> annually (\$2.99 each month in which your balance is greater than \$3.50 and a paper billing statement is mailed to you; you can avoid this fee each month you are enrolled in paperless statements on the last day of a billing period)</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$41.00</b>  Up to <b>\$41.00</b></p>
<b>Balance Computation Method</b>	<p>We use a method called "daily balance (including current transactions)."</p>

## Credit Card Agreement

This Agreement, including the Summary, is your contract with us. Read it and keep it.

**Acceptance:** You accept this Agreement if you use the Account or you do not cancel your Account within 30 days after delivery of the Agreement. Your signature on any application or solicitation for this Account or other evidence of indebtedness on your Account is your signature on this Agreement.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. If you do not, it will be part of this Agreement.

**Changes:** The rates, fees and terms of this Agreement may change and we may add or delete any term. We will give you advance notice and a right to reject, if required by law.

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## Definitions

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**Account:** the credit card account with us under this Agreement.

**Authorized User:** any person you allow to use your Account.

**Card:** one or more cards or access devices, including your Account number or virtual card, we issue to you, or someone you authorize, to get credit under this Agreement.

**Cash Advance:** if applicable, the use of your Account to:

- get cash from an ATM, financial institution or other location;
- buy lottery tickets, money orders, foreign currency, gift cards or similar items;
- get cash or pay someone using a check we offer for that purpose;
- make any other transaction the merchant codes as a cash advance, money transfer or gambling.

**Credit Plan:** each balance subject to different financing terms, such as regular purchases, Cash Advances, and promotional plans.

**Margin:** the amount added to the Prime Rate to determine a variable APR.

**Prime Rate:** the U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the last business day of the calendar month.

**We, us or our:** the issuer of your Card and its successors and assignees.

**You, your or yours:** each person who submits an application or solicitation for an Account and any other person contractually liable under this Agreement.

## Using Your Account

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**Your Agreement** You agree to use your Account in accordance with this Agreement. You agree to pay us for all amounts due on your Account, including charges made by Authorized Users. You agree not to use your Account for illegal transactions.

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**Use of Account** You may use your Account to make purchases anywhere the Card is accepted. If your Card has the logo of one of our network providers (e.g., American Express, Visa and

Mastercard), you may use your Account to make Cash Advances.

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<b>Authorized Users</b>	You may request Cards for Authorized Users. You must notify us if you wish to cancel the authority of an Authorized User to use your Account.
<b>Joint Accounts</b>	If this is a joint Account, each of you agrees to be individually and jointly liable for the entire amount owed. Any notice we send to either of you will serve as notice to both of you.
<b>Credit Authorizations</b>	We may decline to authorize a transaction for any reason. We will not be liable to you if we do or if anyone refuses any use of your Card.
<b>Credit Limit</b>	We will tell you your credit limit or limits. Keep your balance below your credit limit or limits. If you do not, you must still pay us. We may change your credit limit or limits at any time, without notice.
<b>Promotional Credit Plans</b>	We may offer special financing terms, such as deferred interest, waived interest, low APR or equal payment options. The Credit Plan or Plans will be subject to the terms of the offer and this Agreement.
<b>Electronic Access</b>	Applications (apps) on electronic devices (such as mobile wallets) can store your Card and be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible for any consequences from your violation of those terms.

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### **APRs and Interest Based on APRs**

Review your Summary for the APRs that apply to your Account

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<b>Variable APRs</b>	<p>We add the applicable Margin specified in the Rate Information chart on the Summary to the Prime Rate to determine Variable APRs. Variable APRs increase or decrease when the Prime Rate changes but will not exceed any Maximum APR specified in the Rate Information chart.</p> <p>Any APR change will take effect on the first day of the billing period that begins after the Prime Rate changes. Increased APRs will increase your interest charges and may increase your Minimum Payment.</p>
<b>Daily Balance Method (including current transactions)</b>	<p>We calculate interest for each Credit Plan each day by applying the applicable daily periodic rate to the daily balance. The daily periodic rate is the APR for the Credit Plan divided by 365.</p> <p>We start with the beginning balance each day (including unpaid interest and fees). We add new transactions and fees to the applicable Credit Plan. We add transaction fees to the same Credit Plan as the transaction. We add all other fees to the regular purchase Credit Plan.</p> <p>We subtract new credits and payments from the applicable Credit Plan and make other adjustments to get the partial daily balance.</p> <p>We multiply the partial daily balance by the daily periodic rate to get the daily interest.</p> <p>We add the daily interest to the partial daily balance to get the daily balance. This results in daily compounding of interest.</p> <p>We add all the daily interest to get the total interest for the Credit Plan for the billing period. For a Deferred Interest Credit Plan, this interest is deferred.</p> <p>We round interest to the nearest cent.</p>

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**Charging Interest:** Interest begins on a transaction, fee or interest from the day added to the daily balance until paid in full.

**How to Avoid Paying Interest on Regular Purchases (Grace Period):** If you did not have a Previous Balance, or if you paid the New Balance on your previous statement by the Due Date on that statement, we will not charge interest on new regular purchases, or any portion thereof, paid by the Due Date on your current statement. If you have promotional Credit Plans and/or balance transfers, we may exclude some of those balances from the amount you have to pay in a billing period to keep your Grace Period. However, you must pay (i) any required minimum payment on such balances, (ii) the full amount of any Cash Advances and (iii) the full amount of any promotional Credit Plan that expires in that billing period.

**You Could Lose Your Grace Period:** If you do not pay your New Balance in full each billing period, then, depending on how we apply your payment, you may not get a Grace Period on new regular purchases. Once you lose your Grace Period, you can get it back by paying the New Balance (less any promotional Credit Plans and/or balance transfers as described above plus any interest charged up to the date the payment posts) in full for two billing periods in a row.

**Waived Interest Credit Plan:** We do not impose interest on plan balances during the promotional period. After the promotional period, any remaining balance is added to the regular purchase balance and is subject to interest at the then-current rate for regular purchases.

**Deferred Interest Credit Plan:** Interest accrues on plan balances from the transaction date. We do not impose that interest if you pay the balance in full by the end of the promotional period. After the promotional period, any remaining balance and interest from the transaction date is added to the regular purchase balance and is subject to interest at the then-current rate for regular purchases.

## Interest

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## Payments

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### Payment

We credit payments in accordance with the terms on your statement. Review your statement for details.

### Instructions

Pay in U.S. dollars, in funds on deposit in the U.S. If you don't, we may refuse your payment or charge you our costs to collect the funds.

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### How We Apply Payments

We apply payments up to the Minimum Payment at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment will be applied in accordance with law.

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## Other Information

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### Default

You are in default if:

- you fail to comply with this Agreement or any other agreement with us or an affiliate;
- a bankruptcy or other insolvency proceeding is filed by or against you;
- we reasonably believe you are unable or unwilling to repay us;
- you die or are legally incompetent or incapacitated;
- you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary.

If you are in default, we may declare the entire balance immediately due and payable without notice.

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<b>Collection Costs</b>	If we use an attorney to collect your Account, we may charge you our costs if and as permitted by law. These may include reasonable attorneys' fees and court costs.
<b>Privacy Policy</b>	You authorize us to share information about you and your Account as permitted by law. Review our Privacy Statement for details about our information sharing practices.
<b>Credit Reporting</b>	We may check your credit, employment and income records in connection with an application, update, renewal or extension of credit on your Account (including collections and dispute investigations). You consent to our obtaining such records by submitting an application or solicitation. Upon request, we will tell you the name and address of any credit reporting agency that furnished a report on you. We may report Account status and payment history to credit reporting agencies, other creditors and the company whose name or brand appears on your Card.
<b>Unauthorized Use</b>	Notify us immediately at the General mailing address or phone number in the How to Contact Us section of the Summary and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission.
<b>Closing Your Account</b>	You may close your Account at any time. You remain responsible for any amount owed under this Agreement. We may close, suspend or not renew your Account at any time, for any reason, without notice.
<b>Foreign Transactions</b>	<p>If applicable, transactions in foreign currency are converted to U.S. dollars by our network providers (e.g., American Express, Visa and Mastercard) using their procedures in effect when the transaction is processed. Currently, they use a government-mandated or wholesale rate. These procedures may change without notice. The conversion rate you get may differ from the rate on the transaction or post date and from the rate our network provider gets. A third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to our network provider.</p> <p>For any transaction made or processed outside the U.S. or in a foreign currency, we charge a fee in the amount on the Summary.</p>
<b>Conformance with Law; Severability</b>	If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.
<b>No Waiver</b>	We will not lose our rights under this Agreement because we delay or do not enforce them.
<b>Assignment</b>	We may assign any or all of our rights and obligations under this Agreement to a third party. You may not assign any of your rights or obligations under this Agreement.
<b>New Jersey Residents</b>	All provisions of this agreement are valid, enforceable and applicable in New Jersey.

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### **Communications with Us**

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**Monitoring and Recording:** Your communications with us and our affiliates, servicers, agents and contractors may be monitored or recorded. Inform Authorized Users and persons acting on your behalf or making payments on this Account of this provision.

**Communication Authorization:** You give direct consent to us and our affiliates, servicers, agents and contractors, including collection agents, to communicate with you in any way to service or collect your Account, such as calling, texting or email via:

- any phone number you give us even if the number is or converts to a mobile phone number;
- any other number you provide, use to contact us or may utilize;
- any other device or service for which you may be charged for the call, including Voice Over Internet Protocol (VOIP); and
- any email address you provide to us or any other person or company that provides any services in connection with this Agreement.

Subject to any restrictions of applicable law, we may contact you using automated telephone dialing systems and/or pre-recorded or artificial voice messages and any other form of communication.

Communications may result in additional mobile, text message, data or other charges.

You may change your preferences by calling the General phone number on the Summary.

**Disputed Debts:** All written communications about disputed amounts, including any check or payment instrument marked “payment in full” or similar, must be sent to the address for Disputed Debts on the Summary. We may accept payments sent to any other address without losing our rights.

**Bankruptcy Notifications:** Send bankruptcy notices and related correspondence to the address for Bankruptcy Notifications on the Summary.

**Changes:** You agree to notify us at the General phone number or address on the Summary or by updating your information on Account Center immediately upon changing your name, email address, mailing address or phone number.

**Communication in Languages Other Than English:** You agree to receive all Account communications in English. We may, at our option, communicate with you in other languages as a courtesy. We may stop communicating with you in non-English languages at any time. While we try to ensure accuracy of translations, we are not responsible for any inaccuracies in translation or misunderstandings due to differences in usage or dialect. In the event of inconsistency between the English version and the translation, the English version will control.

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### **Notice for Active Duty Military Members and Their Dependents**

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The following disclosures apply to you if, in connection with opening your Account, we determine you are a “covered borrower” as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

- The provision of this Agreement titled “Arbitration and Jury Trial Waiver” does not apply to you.
- Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36

percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

- To hear information about these protections and a description of your payment obligations, call toll free at [1-866-230-0418](tel:1-866-230-0418) (or at the General TDD/TTY number on the Summary).

### **Arbitration and Jury Trial Waiver**

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**Please review the following important provisions carefully. Pay special attention to Paragraphs:**

**Key Provisions**

- A: Jury Trial Waiver;
- C: Arbitration Provision;
- C.1: Right to Reject;
- C.6: Court and Jury Trials Prohibited; Other Limitations on Legal Rights; and
- C.7: Class Action Waiver.

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**A. Jury Trial Waiver**

**To the extent permitted by law, you and we waive any right to trial by jury in the event of a lawsuit arising out of or related to this Agreement. This jury trial waiver shall not affect the Arbitration Provision below (including the jury trial waiver contained therein). You and we each represent that this waiver is given knowingly, willingly and voluntarily.**

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**B. Notice and Cure**

Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined below, "Claim"), the party asserting the Claim ("Claimant") shall give the other party ("Respondent") written notice of the Claim ("Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim through good faith efforts of both parties. Any Claim Notice to you shall be sent to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to the address for Arbitration Claims on the Summary (or any updated address we subsequently provide). Any Claim Notice you send must provide your name, address and Account number and explain the nature of the Claim and relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Respondent reasonably requests. Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is sent by mail and the later of:

- a. 60 days after receipt of the Claim Notice, or
- b. 30 days after either Claimant or Respondent informs the other that good faith efforts to resolve the Claim informally have ceased.

A lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with this Notice and Cure provision. A court will have authority to enforce this Notice and Cure provision, including the power to enjoin the filing or prosecution of arbitrations without first complying with said provision. Unless prohibited by applicable law, the arbitration Administrator is without authority to accept or administer

any arbitration proceeding unless the Claimant has complied with this Notice and Cure provision.

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**C. Arbitration Provision**      **Review this provision carefully. If you do not reject it in accordance with Paragraph C.1, Right to Reject, below, it will be part of this Agreement and will have a substantial impact on the way you or we will resolve any Claim you or we have against each other now or in the future.**

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1. Right to Reject      **If you don't want this Arbitration Provision (and any prior arbitration agreement between you and us ("Prior Arbitration Agreement")) to apply, you may reject it by mailing us a written rejection notice which gives your name, address, Account number and contains a statement that you (both of you, if more than one) reject the Arbitration Provision of this Agreement. The rejection notice must be sent to us at the address for Arbitration Rejection on the Summary. A rejection notice is only effective if it is personally signed by you and if we receive it within 30 calendar days after the date we first provide you with a credit card agreement or written notice providing you a right to reject this Arbitration Provision. Your rejection of this Arbitration Provision will not affect any other provision of this Agreement or your ability to obtain credit.**

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2. Parties      Solely as used in this Arbitration Provision (and not elsewhere in this Agreement), the terms "we," "us" and "our" mean

- a. the issuer of your Card named on the Summary and its successors and/or assigns, as well as any parent, subsidiary or affiliate of theirs and their employees, officers and directors (the "Bank Parties"); and
- b. any other person or company that provides any services in connection with this Agreement if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party.

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3. Covered Claims      "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, the Account, the issuance of any Card, any rewards program and/or any prior agreement or account. "Claim" includes disputes arising from actions or omissions prior to the date any Card was issued to you, including the advertising related to, application for or approval of the Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based on contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for individual injunctive or declaratory relief). "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the prohibition against class proceedings, private attorney general proceedings and/or multiple party proceedings described in Paragraph C.7, Prohibitions Against Certain Proceedings (Class Action Waiver), Paragraph C.13, Severability, and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

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4. Starting an Arbitration      Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by giving a written demand for arbitration to the other party. You and we will not choose to arbitrate any individual Claim you or we bring in small claims court or your

or our state's equivalent court. This means you or we may bring an action in small claims court without being subject to arbitration. Moreover, if an arbitration demand has been made within the jurisdictional limits of the applicable small claims court, you or we may instruct the arbitration Administrator to close the case because the dispute should be decided by a small claims court. However, if a Claim is transferred, removed or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit or attempts to change an individual Claim into a class or other representative Claim, you or we will then have the right to demand arbitration.

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5. Administrator

"Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, [www.adr.org](http://www.adr.org), or National Arbitration and Mediation ("NAM"), 122 East 42nd Street, Suite 803, New York, NY 10168, [www.namadr.com](http://www.namadr.com), to be selected by mutual agreement of the parties. If the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court with jurisdiction pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver, without the consent of all parties to the arbitration.

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6. Court and Jury Trials Prohibited; Other Limitations on Legal Rights

**If you or we elect to arbitrate a Claim, you will not have the right to pursue that Claim in court or have a jury decide the Claim. Also, your ability to obtain information from us is more limited in arbitration than in a lawsuit. Other rights that you would have if you went to court may also not be available in arbitration.**

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7. Prohibition Against Certain Proceedings (Class Action Waiver)

**If you or we elect to arbitrate a Claim:**

- a. neither you nor we may participate in a class action in court or in class-wide arbitration, either as a plaintiff, defendant or class member;**
- b. neither you nor we may act as a private attorney general in court or in arbitration;**
- c. absent the written consent of all parties, Claims brought by or against you may not be joined or consolidated with Claims brought by or against any other person; and**
- d. the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or other representative arbitration.**

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8. Location and Costs

Any arbitration hearing that you attend must take place at a location reasonably convenient to you. The parties shall pay filing, administrative and arbitrator fees in accordance with the Administrator's rules and applicable law. However, if we receive a written request personally signed by you, stating that you cannot afford to pay your portion of said fees, we will pay them for you. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the Administrator's rules. Provided such an award is permitted by applicable law, the arbitrator may also allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

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9. Governing Law	<p>This Arbitration Provision involves interstate commerce and is governed by the FAA, and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply in an individual case if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.</p>
10. Discovery	<p>In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.</p>
11. Result and Appeals	<p>Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA and/or the rules of the Administrator. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.</p>
12. Interpretation	<p>This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, the closing of the Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules or the other provisions of this Agreement, this Arbitration Provision shall govern. This Arbitration Provision replaces any Prior Arbitration Agreement.</p>
13. Severability	<p>If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions. First, if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision shall be void in its entirety. Second, if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.</p>

**Your Billing Rights: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

*What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at the address for Billing Errors on the Summary

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.

- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### *What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported

you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### *Your Rights If You Are Dissatisfied With Your Credit Card Purchases*

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at the address for Billing Errors on the Summary.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

## **Pricing Addendum**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>35.99%</b>
<b>Penalty APR and When it Applies</b>	Up to Prime Rate plus <b>36.49%</b> This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if you make a late payment. We may also consider your creditworthiness in determining whether to apply the Penalty APR to your account. <b>How Long Will the Penalty APR Apply?:</b> If your APRs are increased, the Penalty APR may apply indefinitely.

<b>How to Avoid Paying Interest</b>	<p>Your due date is at least 21 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. If you do not, you will not get a grace period on purchases again until you pay the entire balance by the due date for two billing periods in a row.</p>
<b>Minimum Interest Charge</b>	<p>If you are charged interest, the charge will be no less than \$3.00.</p>
<b>Fees</b>	
<b>Set-up and Maintenance Fees</b> <ul style="list-style-type: none"> <li>• Annual Fee</li> <li>• Paper Statement Fee</li> </ul>	<p><b>None</b></p> <p>Up to <b>\$35.88</b> annually (\$2.99 each month in which your balance is greater than \$3.50 and a paper billing statement is mailed to you; you can avoid this fee each month you are enrolled in paperless statements on the last day of a billing period)</p>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$41.00</b></p> <p>Up to <b>\$41.00</b></p>
<b>Balance Computation Method</b>	<p>We use a method called "daily balance (including current transactions)."</p>

If you have been preapproved, see below for details of your offer.

***You can choose to stop receiving “prescreened” offers of credit from this and other companies by calling toll-free [1-888-567-8688](tel:1-888-567-8688). See Prescreen & Opt-out Notice below for more information about prescreened offers.***

**PREScreen & OPT-OUT NOTICE** This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, [1-888-567-8688](tel:1-888-567-8688); or write: Experian, PO Box 919, Allen, TX 75013; TransUnion, PO Box 505,

Woodlyn, PA 19094; Equifax, PO Box 740123, Atlanta, GA 30374; SageStream, LLC, PO Box 503793, San Diego, CA 92150; Innovis, PO Box 495, Pittsburgh, PA 15230-0495.

## **Important Information for Covered Borrowers under the Military Lending Act**

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**For New Accounts-** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account)

To hear this Military Lending Act disclosure and the payment obligations thereunder, call toll free at [1-866-230-0418](tel:1-866-230-0418); (TDD/TTY: [1-888-819-1918](tel:1-888-819-1918)).

I am applying to Comenity Capital Bank for, and hereby request, a Petland Credit Card account for personal, family or household use. I hereby authorize Comenity Capital Bank to investigate my credit record. The information that I have supplied is true and correct. I agree that a credit report may be obtained for any lawful purpose, including in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Upon my request, I will be informed of whether or not a consumer credit report was ordered, and if it was, I will be given the name and address of the consumer-reporting agency that furnished the report. I agree to be bound by the terms of the Petland Credit Card account account agreement. I acknowledge that I will receive a Petland Credit Card account account agreement upon approval. I also acknowledge that there is no agreement between Comenity Capital Bank and me until Comenity Capital Bank approves my credit application and accepts the Petland Credit Card account account agreement at its office in Utah and that the Petland Credit Card account account agreement is deemed to be made in Utah. Credit Card are issued and credit is extended by Comenity Capital Bank, Salt Lake City, Utah.

### **Please note:**

**By submitting this credit application, you are agreeing to the following with respect to certain consumer information about you.**

You hereby authorize Comenity Capital Bank ("us" or "we") to furnish our decision to issue an account to you to Petland Credit Card account. You hereby authorize us to furnish, if your application is approved, information concerning your account to credit bureaus, other creditors and Petland Credit Card account.

Check your information before submitting. We cannot process any submission without a complete and accurate name, address, date of birth and social security number. By submitting this Application you are acknowledging having read and understood the Important Rate, Fee and Other Cost Information and, if approved, agreeing to be bound by them.

To hear this Military Lending Act disclosure and the payment obligations thereunder, call toll free at [1-866-230-0418](tel:1-866-230-0418); (TDD/TTY: [1-888-819-1918](tel:1-888-819-1918)).

I am applying to Comenity Capital Bank for, and hereby request, a Petland Credit Card account for personal, family or household use. I hereby authorize Comenity Capital Bank to investigate my credit record. The information that I have supplied is true and correct. I agree that a credit report may be obtained for any lawful purpose, including in connection with the processing of an application, or subsequently with the update, renewal or extension of credit. Upon my request, I will be informed of whether or not a consumer credit report was ordered, and if it was, I will be given the name and address of the consumer-reporting agency that furnished the report. I agree to be bound by the terms of the

Petland Credit Card account agreement. I acknowledge that I will receive a Petland Credit Card account agreement upon approval. I also acknowledge that there is no agreement between Comenity Capital Bank and me until Comenity Capital Bank approves my credit application and accepts the Petland Credit Card account agreement at its office in Utah and that the Petland Credit Card account agreement is deemed to be made in Utah. Credit Card are issued and credit is extended by Comenity Capital Bank, Salt Lake City, Utah.

**Please note:**

**By submitting this credit application, you are agreeing to the following with respect to certain consumer information about you.**

You hereby authorize Comenity Capital Bank ("us" or "we") to furnish our decision to issue an account to you to Petland Credit Card account. You hereby authorize us to furnish, if your application is approved, information concerning your account to credit bureaus, other creditors and Petland Credit Card account.

Check your information before submitting. We cannot process any submission without a complete and accurate name, address, date of birth and social security number. By submitting this Application you are acknowledging having read and understood the Important Rate, Fee and Other Cost Information and, if approved, agreeing to be bound by them.

# Financial Privacy Policy

[Printer-friendly version](#) (PDF)

You need Adobe Reader to view PDF files. You may [download](#) it for free from Adobe.

rev.  
03/2025

## FACTS

## WHAT DOES BREAD FINANCIAL DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

## How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bread Financial chooses to share; and whether you can limit this sharing.

## To limit our sharing

- Comenity Bank customers: Call [1-800-220-1181](tel:1-800-220-1181) (TDD/TTY [1-800-695-1788](tel:1-800-695-1788))
- Comenity Capital Bank customers: Call [1-877-287-5012](tel:1-877-287-5012) (TDD/TTY [1-888-819-1918](tel:1-888-819-1918))
- Bread Pay or Loans Customers: Visit your Member Portal under “My Account”, email [support@breadpayments.com](mailto:support@breadpayments.com) or call [1-844-992-7323](tel:1-844-992-7323)
- Bread Savings customers: Call [1-833-755-4354](tel:1-833-755-4354); dial 7 for a representative. For operator relay assistance, first dial 711

### **Please note:**

If you are a new customer, we may begin sharing information that you can limit 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

## Questions?

Call [1-866-423-1097](tel:1-866-423-1097)

### Who we are

Who is providing this notice?

This privacy notice is provided by the Bread Financial Holdings, Inc. family of companies, including Comenity Bank and Comenity Capital Bank. These companies do business under brand names such as "Bread Pay," "Bread Loans," and "Bread Savings".

### What we do

How does Bread Financial protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Bread Financial collect my personal information?

We collect your personal information, for example, when you

- open an account or provide account information
- give us your income information
- use your credit or show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include companies with a Bread or Comenity name; financial companies such as Comenity Bank, Comenity Capital Bank, and nonfinancial companies such as Bread Financial Holdings, Inc. and its subsidiaries which offer servicing assistance to the banks and third parties.

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates we share with can include financial service providers, retailers, direct marketers, publishers and nonprofit organizations.

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners may include lenders and insurance companies.

## Other important information

We also will comply with more restrictive state laws to the extent that they apply; for example, Vermont or California.