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13 SUPERIOR COURT OF CALIFORNIA
14 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

15 CATHY GREEN, an individual,
16 individually and on behalf of the public;
17 JONATHAN FAIRBANKS, an individual,
18 individually and on behalf of the public;
19 KIMBERLY WRIGHT, an individual,
20 individually and on behalf of the public;
21 and KRISTINA WARNER, an individual,
22 individually and on behalf of the public,

23 **PLAINTIFFS,**

24 vs.

25 MELISSA BACELAR, an individual;
26 GAIL BACELAR, an individual; THE
27 WYLDER FOUNDATION, a California
28 nonprofit public benefit corporation;
WYLDER'S SWEET SHOP, LLC,
California corporation *dba* WYLDER'S
PET CENTER & RESCUE; WYLDER'S
HOLISTIC PET CENTER, INC., a
Delaware corporation *dba* THE
WAGMOR; and DOES 1-15, Inclusive.

DEFENDANTS.

FILED
Superior Court of California
County of Los Angeles

DEC 23 2015

Sherri R. Carter, Executive Officer/Clerk
By Judi Lara, Deputy
Judi Lara

Case No. BC598098 *052*

**VERIFIED SECOND AMENDED
COMPLAINT FOR:**

1. Negligent Misrepresentation
2. Fraud-Intentional Misrepresentation
3. Fraud-Concealment
4. Intentional Infliction of Emotional Distress
5. Negligent Infliction of Emotional Distress
6. Violation of Business and Professions Code §17200 (Unfair and Fraudulent)
7. Violation of Business and Professions Code §17200 (Unlawful)
8. Violation of Business and Professions Code §17500
9. Negligence
10. Injunctive Relief

[Unlimited Case Over \$25,000.00]

[Jury Trial Requested]

1 **INTRODUCTION**

2 1. PLAINTIFFS herein bring this suit for fraud, emotional distress, unfair business
3 practices, negligence and related causes of action based on one Multi-poo puppy named
4 THUMPER, two (2) Miniature Schnauzer puppies named KOBİ and WALTER, and one Saint
5 Bernard mix puppy named DAKOTA that were "adopted" from DEFENDANTS.

6 2. DEFENDANTS operate a single enterprise whereby they advertise, market and
7 facilitate the "rescue" and adoption of dogs from shelters. However, DEFENDANTS do not
8 rescue all of their dogs from shelters. PLAINTIFFS are informed and believe thereon that some,
9 if not all, of DEFENDANTS' designer and/or pure breed puppies are obtained by paying money
10 to third parties, i.e., backyard breeders or puppy brokers. These puppies are then immediately
11 "flipped" for profit without proper procedures and protocols that ensure their health and safety.

12 3. Paying money to backyard breeders or puppy brokers in exchange for puppies
13 violates Section 53.73, Article 3, Chapter 5 of the Los Angeles Municipal Code ("LAMC")
14 which prohibits the sale of commercially bred dogs, cats, rabbits in pet stores, retail businesses
15 or other establishments in the City of Los Angeles. As Studio City is a neighborhood within the
16 City of Los Angeles, DEFENDANTS are bound by the ordinance.

17 4. The *ultra vires* act of the purchasing of puppies from third parties like backyard
18 breeders or puppy brokers is in contravention of nonprofit public benefit corporation
19 DEFENDANT THE WYLDER FOUNDATION's Articles of Incorporation that state, "The
20 specific purpose of this corporation is to rescue, rehabilitate and re-home unwanted dogs from
21 the kill shelters in Los Angeles County." See a true and correct copy of the Articles of
22 Incorporation for The Wylder Foundation filed December 21, 2013, attached hereto as Exhibit
23 "A." As President and Vice President, respectively, DEFENDANTS MELISSA BACELAR and
24 GAIL BACELAR, were undoubtedly aware they were violating their own Articles of
25 Incorporation by purchasing puppies from backyard breeders or puppy brokers. See Exhibit
26 "A"; see also Office of the Attorney General, Registry of Charitable Trusts Initial Registration
27 Form dated April 22, 2015, attached hereto as Exhibit "B"; see also Application for Recognition
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1 of Exemption dated April 22, 2015, attached hereto as Exhibit "C." In fact, any "rescue" from
2 sources other than high kill shelters in Los Angeles County would constitute a knowing
3 violation of the nonprofit public benefit corporation's Articles of Incorporation and Bylaws.

4 5. Each of the PLAINTIFFS GREEN, FAIRBANKS and WRIGHT's puppies
5 obtained from DEFENDANTS were diagnosed with the deadly Parvovirus days after leaving
6 DEFENDANTS' care and are now deceased, despite PLAINTIFFS each spending thousands of
7 dollars attempting to save the puppies lives.

8 6. Although PLAINTIFFS GREEN, FAIRBANKS and WRIGHT complained
9 about the puppies' health to DEFENDANTS, DEFENDANTS ignored their complaints,
10 dismissing the illnesses and ultimately, blamed PLAINTIFFS for their puppies' deaths.
11 DEFENDANTS further, repeatedly, intentionally, and fraudulently stated to PLAINTIFFS on
12 numerous occasions that they knew of no other puppies that had been previously in
13 DEFENDANTS' care and control that had contracted any illness, including the deadly
14 Parvovirus. DEFENDANTS made these false representations while being fully aware that there
15 other puppies that had been in their care in April and June 2015 had died of the virus.

16 7. PLAINTIFF WARNER's puppy had an undiagnosable illness that required
17 immediate hospitalization after adoption that ultimately led to the puppies' death.

18 8. DEFENDANTS repeatedly, intentionally and fraudulently concealed their
19 knowledge of the ill and dead puppies from each individual PLAINTIFF.

20 9. This lawsuit seeks to put an end to the illegal, intentional and despicable false
21 advertising as well as deceptive and unfair business practice violations committed by
22 DEFENDANTS against persons who "adopted" puppies from DEFENDANTS within the State
23 of California. DEFENDANTS' business policies and practices consist of systemic intentional
24 and/or negligent misrepresentations to the public by posting public notices throughout the State
25 of California claiming that their puppies are "rescued," when, in fact, DEFENDANTS collude
26 to purchase puppies from third parties, i.e. backyard breeders or puppy brokers while only
27 saving a bare minimum amount from high kill shelters. DEFENDANTS further unlawfully
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1 utilize the nonprofit public benefit corporation, THE WYLDER FOUNDATION, to facilitate
2 their fraud.

3 10. DEFENDANTS are in the business of “adopting” adult dogs and puppies to the
4 general public. DEFENDANTS promote, and continue to promote, themselves openly and
5 notoriously as exclusively “rescuing” dogs from shelters. In fact, only a small fraction of
6 DEFENDANTS’ adult dogs are “rescued” from shelters while most of the puppies are obtained
7 by giving money to third parties, i.e., backyard breeders, puppy brokers.

8 11. DEFENDANTS have misrepresented and continue to misrepresent to their
9 customers and to the consuming public the following material facts:

10 a. Defendants often pay money to third parties for their puppies and do not
11 require that these third parties allow them to sterilize the parents of the puppies;

12 b. Their puppies are often ill due to diseases caused directly or indirectly by
13 unlicensed breeders or puppy brokers that engage in or facilitate inhumane breeding
14 practices, cause the puppies to have poor nutrition, experience emotional and
15 psychological neglect, and receive a low standard of health and veterinary care;

16 c. They fail to inform customers and the consuming public that their
17 puppies have not had a proper veterinarian exam, have come into contact with other
18 puppies that are ill or deceased, and have not been quarantined for the appropriate period
19 of time to ensure that the puppies are free from illnesses.

20 d. They do not reimburse customers for their out-of-pocket veterinary
21 expenses related to the puppies’ pre-existing medical conditions that were the result of
22 Defendants’ intentional and/or negligent handling of the puppies.

23 e. After the customers’ puppies display signs of illnesses, they blame the
24 customers for the pre-existing medical conditions that resulted from Defendants’
25 intentional and/or negligent care.

26 **PARTIES**

27 12. PLAINTIFF CATHY GREEN (“GREEN”) is now and at all times herein
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1 mentioned an individual residing in the County of Los Angeles, State of California.

2 13. PLAINTIFF JONATHAN FAIRBANKS ("FAIRBANKS") is now and at all
3 times herein mentioned an individual residing in the County of Orange, State of California.

4 14. PLAINTIFF KIMBERLY WRIGHT ("WRIGHT") is now and at all times herein
5 mentioned an individual residing in the County of Orange, State of California.

6 15. PLAINTIFF KRISTINA WARNER ("WARNER") is now and at all times herein
7 mentioned an individual residing in the County of Los Angeles, State of California.

8 16. DEFENDANT MELISSA BACELAR is a resident of Los Angeles County, State
9 of California. She is the co-founder and President of DEFENDANT WYLDER
10 FOUNDATION; owner of DEFENDANT WYLDERS SWEET SHOP, LLC *dba* WYLDER'S
11 HOLISTIC PET CENTER & RESCUE and owner of WYLDER'S HOLISTIC PET CENTER,
12 INC. *dba* THE WAGMOR ("WAGMOR"), each of which do business in Los Angeles County,
13 State of California.

14 17. DEFENDANT GAIL BACELAR is a resident of Los Angeles County, State of
15 California. She is Vice President of DEFENDANT WYLDER FOUNDATION and works for
16 DEFENDANTS WYLDER HOLISTIC PET CENTER & RESCUE and WAGMOR in Los
17 Angeles County, California.

18 18. DEFENDANT WYLDER FOUNDATION is a California nonprofit public
19 benefit corporation located in Studio City, Los Angeles County, California. The Officers and
20 Directors are as follows: DEFENDANT MELISSA BACELAR (President/Director);
21 DEFENDANT GAIL BACELAR (Vice President); ELLEN LEVINE (Treasurer/Director); and
22 SUZANNE BROWNING (Secretary/Director). PLAINTIFFS hereby reserve their right to
23 amend this complaint to include Ellen Levine and Suzanne Browning should facts reveal their
24 participation in the named Defendants fraud and wrongdoing.

25 19. DEFENDANT WYLDER'S HOLISTIC PET CENTER, INC. is a Delaware
26 corporation registered to do business in the State of California and is located in Los Angeles
27 County, State of California.

1 20. PLAINTIFFS are informed and believe, and thereon allege, that each of the
2 DEFENDANTS were, at all times herein mentioned, the co-conspirator, agent, servant,
3 employee, joint venture, successor-in-interest, partner, representative and/or alter ego of one or
4 more of the remaining DEFENDANTS and were acting within the course and scope of such
5 relationship. PLAINTIFFS are further informed and believe that each of the DEFENDANTS
6 herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining
7 DEFENDANTS.

8 21. In committing the wrongful acts alleged herein, DEFENDANTS planned and
9 participated in and furthered a common scheme by means of false, misleading, deceptive and
10 fraudulent representations, and continue to do so, in order to induce members of the public to
11 purchase puppies. DEFENDANTS participated in the making of such representations in that
12 each did disseminate, or cause to be disseminated, said misrepresentations.

13 22. PLAINTIFFS are informed and believe, and thereon allege, that, at all times
14 herein mentioned, the employees of DEFENDANTS, their subsidiaries and related entities, as
15 well as the employees of those subsidiaries and related entities, were the agents, servants and
16 employees of DEFENDANTS, and, at all times herein mentioned, each was acting within the
17 purpose and scope of said agency and employment. Once the puppies have been purchased and
18 it is discovered that they are ill, DEFENDANTS further engage in false, misleading, deceptive
19 and fraudulent representations to avoid liability and place the blame on the customers.

20 23. The true names and capacities of DEFENDANTS named herein as Does 1
21 through 15, inclusive, whether individual, corporate, associate or otherwise are unknown to
22 PLAINTIFFS, who therefore sues said DEFENDANTS by fictitious names pursuant to
23 California Code of Civil Procedure §474. PLAINTIFFS will amend this Complaint to show
24 such true names and capacities of Does 1 through 15, inclusive, when they have been
25 determined.

26 24. All allegations in this Complaint are based on information and belief and/or are
27 likely to have evidentiary support after reasonable opportunity for further investigation and
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1 discovery except where such allegations are based upon documentary evidence in the file kept
2 and maintained by PLAINTIFFS or are based upon personal knowledge.

3 **JURISDICTION AND VENUE**

4 25. Venue is proper in this judicial district, pursuant to California Code of Civil
5 Procedure §395(a). DEFENDANTS reside and/or transact business in the County of Los
6 Angeles and are within the jurisdiction of this Court for purposes of service of process.

7 **ALTER EGO ALLEGATIONS**

8 26. Upon information and belief, DEFENDANTS MELISSA BACELAR, GAIL
9 BACELAR, WYLDER FOUNDATION, WYLDER'S HOLISTIC PET CENTER & RESCUE,
10 WYLDER'S HOLISTIC PET CENTER, INC., WYLDER'S SWEET SHOP, LLC and
11 WAGMOR are the alter ego of each other. Upon information and belief, there is a unity of
12 ownership and interest by and between Defendants such that any separateness between them has
13 never existed.

14 27. Upon information and belief, DEFENDANT WYLDERS SWEET SHOP, INC.
15 and WYLDER'S HOLISTIC PET CENTER, INC. were formed and operated with inadequate
16 capitalization and failed to respect other corporate formalities that would indicate a separate
17 existence from each other and from DEFENDANTS MELISSA BACELAR, GAIL BACELAR
18 and WYLDER FOUNDATION.

19 28. Upon information and belief, DEFENDANTS MELISSA BACELAR, GAIL
20 BACELAR, WYLDER FOUNDATION, WYLDER'S HOLISTIC PET CENTER, INC. and
21 WYLDER'S SWEET SHOP, LLC commingle and fail to segregate each individual or entity
22 funds and assets from their own.

23 29. Upon information and belief, DEFENDANTS MELISSA BACELAR and GAIL
24 BACELAR have controlled, dominated, managed, and operated DEFENDANTS WYLDER
25 FOUNDATION, WYLDERS SWEET SHOP, LLC and WYLDER'S HOLISTIC PET
26 CENTER, INC. since its formation for their own personal benefit.

27 30. Upon information and belief, WYLDER FOUNDATION, WYLDERS SWEET
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1 SHOP, LLC and WYLDER'S HOLISTIC PET CENTER, INC. are, and at all times herein
2 mentioned, was a mere shell, instrumentality and conduit through which DEFENDANTS
3 MELISSA BACELAR and GAIL BACELAR carried on their activities. Upon information and
4 belief, DEFENDANTS MELISSA BACELAR and GAIL BACELAR exercised and continue to
5 exercise such complete control and dominance of the activities of WYLDER FOUNDATION,
6 WYLDERS SWEET SHOP, LLC and WYLDER'S HOLISTIC PET CENTER, INC. that any
7 individuality or separateness of these entities never existed.

8 31. Adherence to the fiction of the separate existence as an entities distinct from
9 each other and from DEFENDANTS MELISSA BACELAR and GAIL BACELAR would
10 permit an abuse of the privileges against liability afforded to companies and corporations, and
11 would result in unfairness to PLAINTIFFS and an inequitable result. It would promote injustice
12 by allowing DEFENDANTS MELISSA BACELAR and GAIL BACELAR to evade liability or
13 veil assets that should in equity be used to satisfy the judgment sought by PLAINTIFFS in this
14 action.

15 **GENERAL FACTUAL BACKGROUND**

16 32. DEFENDANT MELISSA BACELAR is a self-proclaimed "Pet Communicator
17 and Animal Activist." Her website boasts that her mission has been "to make Los Angeles a No
18 Kill State by rescuing dogs and educating the public on the importance of rescue." See
19 www.wyldersholicpetcenter.com/about. DEFENDANT MELISSA BACELAR has appeared
20 in various media programs promoting her pet psychic and rescue expertise to induce consumers
21 into "adopting" her "rescue" dogs from DEFENDANTS WYLDER FOUNDATION and
22 WYLDER'S HOLISTIC PET CENTER & RESCUE, both of which are under her direct control
23 and supervision.

24 33. DEFENDANT WYLDER FOUNDATION, a California nonprofit public benefit
25 corporation, states that its primary purpose is to "rescue, rehabilitate and re-home unwanted
26 dogs from the kill shelters in Los Angeles County." See Exhibits "A" and "C." These
27 documents do not indicate or provide any authority for DEFENDANT WYLDER
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1 FOUNDATION to purchase puppies from third parties or to receive dogs from any source other
2 than high kill shelters in Los Angeles County. *Id.*

3 34. DEFENDANT WYLDER FOUNDATION's corporate filings further indicate
4 that two (2) Directors, Ellen Levine and Suzanne Browning, will do home checks on potential
5 adopters. *See* Exhibit "C." However, none of the PLAINTIFFS' homes were evaluated by either
6 of these Directors or DEFENDANTS MELISSA BACELAR and GAIL BACELAR. Upon
7 information and belief, of the 800+ adult dogs and puppies advertised as "adopted" from
8 WYLDER FOUNDATION and WYLDER'S HOLISTIC PET CENTER & RESCUE, zero or
9 very few home checks were performed.

10 35. DEFENDANT WYLDER'S HOLISTIC PET CENTER & RESCUE is a pet
11 boutique located in Studio City, California. It advertises and markets to the public that it, along
12 with DEFENDANTS MELISSA BACELAR and WYLDER FOUNDATION, will serve the
13 community by taking in homeless dogs and housing them while they search for their forever
14 homes. In fact, the "About" section on its website, www.wyldersholicpetcenter.com/about/,
15 states, "these dogs will be pampered while they stay at Wylder's." However, upon information
16 and belief, these poor dogs end up on the cold floor at DEFENDANT WAGMOR's grooming
17 and daycare facility without bedding and without proper protocols and procedures in that
18 ensures their health and safety.

19 36. Despite DEFENDANTS MELISSA BACELAR, WYLDER'S HOLISTIC PET
20 CENTER & RESCUE AND WAGMOR'S advertisements and marketing aimed at promoting
21 its daycare and grooming services, DEFENDANT WAGMOR was fined by Los Angeles
22 Animal Services on September 28, 2015 for operating without a kennel and grooming permit.

23 37. PLAINTIFFS GREEN, FAIRBANKS and WRIGHT "adopted" a puppy from
24 DEFENDANTS MELISSA BACELAR, GAIL BACELAR, WYLDER FOUNDATION, and
25 WYLDER'S HOLISTIC PET CENTER & RESCUE on August 30, 2015. PLAINTIFF
26 WARNER "adopted" a puppy from DFENDANTS on October 31, 2015. Each PLAINTIFF
27 paid \$600 for each puppy. Despite representations that "a member of the foundation [will] do a
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1 home check before a dog will be allowed to live with them,” no such person visited the homes
2 of the PLAINTIFFS. *See* Exhibit “C”; *see also* www.wyldersholicpetcenter.com/about/.

3 38. PLAINTIFFS were each informed that their puppies were “rescues” and had
4 been seen by a veterinarian, had been kept in foster care, were over the age of 8 weeks, and
5 were healthy. However, each of PLAINTIFFS’ puppies were 5-6 weeks old, were exposed to
6 cross-contamination and had pre-existing medical conditions. In fact, these puppies were
7 advertised on Petfinder.com as up to date on shots and micro-chipped, spayed or neutered,
8 current on vaccinations, and house trained, when in fact, they were not. *See* a true and correct
9 copy of the www.Petfinder.com postings for Winona (Thumper), Hermes (Kobi), and Apollo
10 (Walter), and Simon (Dakota) attached hereto as Exhibit “D.”

11 39. PLAINTIFFS were each encouraged to purchase a crates, wire kennels, s
12 “Snuggle Puppy,” goat’s milk, tripe, two types of treats, kibble dog food, as well as freeze dried
13 raw dog food and treats for their puppies costing upwards of an additional \$600 on top of the
14 “adoption” fee.

15 40. At all times, DEFENDANT MELISSA BACELAR and her in-store employee
16 and mother, GAIL BACELAR, who is Vice-President of WYLDER FOUNDATION,
17 represented that all of their puppies were “rescued” and healthy. When PLAINTIFFS GREEN,
18 FAIRBANKS, and WRIGHT’s puppies exhibited signs of illnesses, DEFENDANTS claimed
19 the illnesses were their fault and claimed no other puppies were ill. These facts were false,
20 deceptive, untrue, and misleading. In fact, DFENDANTS had puppies die of the Parvovirus in
21 April and June 2015. DEFENDANTS were aware of this fact and knowingly, or with gross
22 negligence, concealed this fact from each PLAINTIFF. Importantly, PLAINTIFFS sought the
23 advice of veterinarian specialists, all of whom stated that there existed a high likelihood that
24 PLAINTIFFS’ puppies were adopted having already been exposed to the deadly Parvovirus.

25 41. PLAINTIFF WARNER was also informed that her puppy was “rescued” and
26 healthy. PLAINTIFF WARNER is informed and believes thereon that these facts were false,
27 deceptive, untrue, and misleading.

1 42. DEFENDANTS knew, or reasonably should have known, that PLAINTIFFS
2 GREEN, FAIRBANKS, and WRIGHT's puppies were ill and were likely ill prior to leaving
3 DEFENDANTS' control since the Parvovirus had been present in their store month prior.
4 PLAINTIFFS GREEN, FAIRBANKS, and WRIGHT are further informed and believe thereon
5 that other Multi-poo puppies died or with the Parvovirus during the same time period as their
6 puppies. However, DEFENDANTS intentionally failed to reveal these facts and instead stated
7 that no other puppies had been ill or had died of the Parvovirus.

8 43. DEFENDANTS have engaged in unlawful, false and misleading advertising by
9 misrepresenting the origin and health of PLAINTIFFS' puppies, as well as other puppies that
10 DEFENDANTS offered and continue to offer for "adoption" to the public.

11 44. During the course of their campaign of deception and false representations,
12 DEFENDANTS sold hundreds of puppies and continue to sell puppies to date under the guise
13 of "rescue" by a California nonprofit public benefit corporation. Most of the puppies were and
14 are falsely represented as coming from shelters or "dumped at [DEFENDANTS'] doorstep."
15 Almost all of the puppies were "adopted" by the public by means of false and misleading
16 statements as to origin, i.e., that they were "rescued," when in fact, DEFENDANTS paid for
17 puppies that are not rescued from shelters. DEFENDANTS further represent that they sterilize
18 the parents of litters that are brought to them when in fact this is not true. These statements
19 induced PLAINTIFFS and other consumers to "adopt" puppies from DEFENDANTS.

20 45. PLAINTIFFS have suffered injury and continue to suffer injury as a result of
21 DEFENDANTS' false representations as does the consuming public. PLAINTIFFS also lost
22 money in the form of unreimbursed veterinary care and expenses and continue to lose money as
23 a result of DEFENDANTS' false representations and deceptive trade practices.

24 46. Likewise, consumers throughout Southern California who "adopted" puppies
25 from DEFENDANTS lost money and continue to lose money in the form of unreimbursed
26 veterinary care and expenses and continue to lose money as a result of DEFENDANTS' false
27 representations and deceptive trade practices.

1 47. The puppies offered for “adoption” by DEFENDANTS were and are extensively
2 marketed and advertised through online media, television, and print media and in-store
3 representations, which affirmatively emphasized and continue to emphasize that
4 DEFENDANTS’ puppies were “rescued.” Rescue is not understood to mean, nor does it mean,
5 that DEFENDANTS are paying money to third parties for the puppies. Such practices and
6 representations were and are undertaken by DEFENDANTS in order to induce the consuming
7 public to “adopt” their puppies based upon the pretext that the puppies are unwarranted,
8 homeless, and were not purchased and flipped by DEFENDANTS. DEFENDANTS
9 disseminated, or caused to be disseminated, these representations throughout California and
10 continue to do so today.

11 48. In reliance on DEFENDANTS’ marketing and advertising, the consuming public
12 “adopted” 800+ adult dogs and puppies since February 2014. It is estimated that
13 DEFENDANTS have profited well over \$400,000.00 in almost 2 years, and continue to profit,
14 as a result of their misrepresentations and deceptive trade practices.

15 49. PLAINTIFFS are informed and believe thereon that there were approximately 8
16 other puppies in DEFENDANTS’ care that were ill and died of the Parvovirus since April 2015.
17 DEFENDANTS continue to knowingly and/or with gross negligence conceal this fact from
18 PLAINTIFFS and continue to misrepresent that no other puppies had become ill or died of the
19 virus. In fact, DEFENDANT BACELAR represented to PLAINTIFFS that her vet “has never
20 lost one of [my] puppies” when in fact she was very well aware that multiple puppies had died
21 while being treated by her veterinarian.

22 50. PLAINTIFFS are informed and believe thereon that ill puppies in
23 DEFENDANTS’ care and control do not receive 24 hour emergency care by an AAHA
24 veterinarian and DEFENDANTS regularly withhold treatment other than the bare minimum.
25 DEFENDANTS further have failed to hospitalize severely ill puppies and instead require
26 untrained employees, with no experience in veterinary care, to syringe feed ill puppies with oral
27 medication and a wet food/protein paste.

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1 51. PLAINTIFFS are informed and believe thereon that DEFENDANTS do not
2 properly disinfect bedding, crates, flooring, bowls, etc. and illness is easily transmitted between
3 puppies due to lack of quarantine between litters, failure to use protective gloves and clothing
4 when handling sick puppies, and fail to offer any training on cross-contamination to its
5 employees. In fact, after dismissing PLAINTIFFS claims that their puppies contracted the
6 deadly Parvovirus while in PLAINTIFFS' care and control, DEFENDANTS failed to properly
7 disinfect and quarantine their stores.

8 52. PLAINTIFFS are informed and believe thereon that any demands by third parties
9 that ill puppies be seen by a veterinarian or that they be hospitalized were dismissed and refused
10 by DEFENDANTS MELISSA BACELAR and GAIL BACELAR.

11 53. PLAINTIFFS each paid a \$600.00 "adoption" fee per puppy. This cost was to
12 cover veterinary care the puppies had received, sterilization, and micro-chipping. None of the
13 PLAINTIFFS were provided with veterinarian records and now that each of them are deceased
14 so sterilization and micro-chipping will not be necessary. Further, DEFENDANTS state that
15 "adoption" fees go towards their veterinarian costs. Yet, DEFENDANTS refuse to reimburse
16 PLAINTIFFS for the costs they incurred due to their puppies' pre-existing medical conditions
17 caused by DEFENDANTS' lack of quarantine protocol, veterinarian exams, and cross-
18 contamination which led the death of multiple puppies.

19 54. PLAINTIFFS have suffered grossly and all DEFENDANTS should be enjoined
20 from colluding to "flip" puppies, i.e., illegally buying and reselling puppies to the unsuspecting
21 consuming public. Further, DEFENDANTS should be permanently barred from engaging in
22 any work relating to animals since several puppies in their care died while others suffered
23 severe medical complications and had to be euthanized. DEFENDANTS' dog "flipping"
24 operation utilizing inhumane treatment must end now.

25 **FACTUAL BACKGROUND RELATING TO THUMPER'S DEATH**

26 55. On the morning of August 30, 2015, PLAINTIFF GREEN visited the
27 www.Petfinder.com website where she viewed an advertisement for a Multi-poo puppy named
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1 "Winona" that was available for adoption through DEFENDANT WYLDER FOUNDATION
2 and located at DEFENDANT WYLDER'S HOLISTIC PET CENTER & RESCUE. See Exhibit
3 "D."

4 56. PLAINTIFF GREEN then called DEFENDANT WYLDER'S HOLISTIC PET
5 CENTER & RESCUE and spoke with DEFENDANT GAIL BACELAR. PLAINTIFF GREEN
6 explained that her 15+-year-old golden/lab was going to be euthanized and she was interested in
7 the puppy referred to as "Winona" for her other dog, a 1 year old golden/lab named "Bambi."
8 DEFENDANT GAIL BACELAR suggested that PLAINTIFF GREEN bring Bambi to
9 WYLDER'S HOLISTIC PET CENTER & RESCUE so that she could meet the puppy.

10 57. Ignorant to the concept of cross-contamination and relying on DEFENDANT
11 GAIL BACELAR's apparent authority in animal rescue, PLAINTIFF GREEN, along with her
12 16 year old son, 19 year old daughter and dog Bambi, traveled to WYLDER'S HOLISTIC PET
13 CENTER & RESCUE to meet Winona. When they arrived DEFENDANT GAIL BACELAR
14 directed them to the back of the store where a dozen puppies from different litters were crated
15 together on the floor in an enclosed pen.

16 58. PLAINTIFF GREEN and her children noted eight (8) Malti-Poo puppies and two
17 (2) Yorkie puppies. All of them were crated together and defecating on the same pee pad and
18 drinking/eating out of the same bowl. She further noted an additional two (2) Mini-Schnauzer
19 puppies that were being held by PLAINTIFFS FAIRBANKS and WRIGHT.

20 59. PLAINTIFF GREEN's children picked out one of the Malit-poo puppies.
21 DEFENDANT GAIL BACELAR directed them to the back of the store, to what appeared to be
22 storage room, so that the Malti-poo puppy could socialize with Bambi.

23 60. The storage room was filled with supplies, smelled of urine, and did not appear
24 clean. The less than 8-week-old Malti-poo puppy was placed directly on the dirty floor with
25 Bambi. No pee pad was placed on the floor for protection. At one point, PLAINTIFF GREEN
26 and her son were directed to an outside area where Bambi and the less than 8 week old puppy
27 were put into the cage together that was on top of dirty cement.

1 61. After over one (1) hour PLAINTIFF GREEN and her children made the decision
2 to adopt the Malti-Poo puppy and renamed her THUMPER.

3 62. Despite the fact that "Winona" had been advertised as micro-chipped,
4 vaccinated, and spayed, PLAINTIFF GREEN was given a voucher for THUMPER to receive
5 micro-chipping and sterilization when she reached six (6) months of age. There was no
6 accompanying written authorization from a veterinarian indicating that it would be detrimental
7 to the health of the puppy for it to be sterilized prior to adoption.

8 63. DEFENDANT MELISSA BACELAR then vaccinated THUMPER in the store
9 with her first set of vaccines. Namely, the vaccines for Parvovirus, Canine Distemper Type 2 –
10 Para influenza (Modified Live Virus). Up until THUMPER's adoption, she had been held in a
11 public store completely unvaccinated.

12 64. PLAINTIFF GREEN inquired into the medical history of THUMPER and
13 DEFENDANT MELISSA BACELAR stated that there was none as the "puppies were rescued
14 from someone's backyard three (3) days prior."

15 65. Two (2) days later, on September 1, 2015, PLAINTIFF GREEN informed
16 DEFENDANTS that THUMPER was not eating and was experiencing diarrhea. In response she
17 was told her that it was "normal" and likely a result of the vaccines. She was also informed that
18 it would "go away."

19 66. On September 4, 2015, PLAINTIFF GREEN's dog Bambi became seriously ill
20 with a high fever, vomiting and diarrhea. She was rushed to McClave Veterinary Hospital
21 where she was treated with medications. After incurring \$608.00 in costs for treatment, Bambi
22 returned home later that day. That same night THUMPER exhibited signs of lethargy and
23 continued to reject food. PLAINTIFF GREEN contacted DEFENDANT MELISSA BACELAR
24 and informed her that the veterinarian had concerns that it may be the raw puppy products that
25 were making her dogs sick.

26 67. The following day on September 5, 2015, PLAINTIFF GREEN contacted her
27 veterinarian and reported that Bambi was still sick and THUMPER was becoming more
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1 lethargic and continued to have diarrhea.

2 68. On September 6, 2015, THUMPER began vomiting and showed signs of
3 dehydration. PLAINTIFF GREEN rushed her to the veterinary hospital where they discovered
4 that THUMPER also had a high fever and treated her symptoms. THUMPER was given
5 subcutaneous fluids, a Maropitant (Cerenia) injection, Cefovecin (Covenia) and Metronidazole.
6 After paying \$292.54 for treatment, PLAINTIFF GREEN brought THUMPER home.

7 69. Two (2) hours later, THUMPER began vomiting blood and having bloody
8 diarrhea. PLAINTIFF GREEN rushed her back to the veterinary hospital where she was tested
9 for the deadly Parvovirus. The result was a STRONG/POSITIVE. She was immediately placed
10 in isolation and began receiving supportive therapy.

11 70. While still at the veterinary hospital on September 6, 2015, PLAINTIFF GREEN
12 called DEFENDANT MELISSA BACELAR and told her that THUMPER was diagnosed with
13 the deadly Parvovirus. DEFENDANT MELISSA BACELAR replied that she would “now have
14 to stop selling puppies for ten (10) days.” DEFENDANT MELISSA BACELAR further stated
15 that no other dog was sick with the Parvovirus and that THUMPER must have contracted the
16 virus from her home or dog. Lastly, DEFENDANT MELISSA BACELAR stated that she
17 would contact other families that adopted puppies to see if any of them contracted the
18 Parvovirus. DEFENDANT MELISSA BACELAR did not call PLAINTIFFS FAIRBANKS and
19 WRIGHT to notify them that another puppy was diagnosed with the Parvovirus.

20 71. At 8:27 p.m., PLAINTIFF GREEN receives an email from DEFENDANTS
21 stating that “[i]n 11 years of rescuing and rehabilitating dogs this is the first time a dog that I
22 have adopted out has come down with Parvo.” See a true and correct copy of the email dated
23 9/6/15, attached hereto as Exhibit “E.”

24 72. September 8, 2015, PLAINTIFF GREEN spoke with DEFENDANT GAIL
25 BACELAR and shared that THUMPER’s condition was grave. DEFENDANT GAIL
26 BACELAR stated that since WYLDER FOUNDATION was a nonprofit there was nothing that
27 could be done for PLAINTIFF GREEN but she would hold a board meeting to discuss the
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1 situation. There was no further communication from DEFENDANT GAIL BACELAR
2 regarding the supposed board meeting.

3 73. The following day, September 9, 2015, PLAINTIFF GREEN sent an email
4 regarding the damages she and her family have suffered, both financial and emotional, because
5 of this situation. At approximately 3:45 p.m. THUMPER went into arrest and died. PLAINTIFF
6 GREEN called DEFENDANT GAIL BACELAR to notify DEFENDANTS of THUMPER's
7 death. DEFENDANT GAIL BACELAR tells PLAINTIFF GREEN that she will have
8 DEFENDANT MELISSA BACELAR return her call. THUMPER's hospital stay totaled
9 \$1,922.18.

10 74. Also on September 9, 2015, at 3:54 p.m. PLAINTIFF GREEN receives an email
11 from DEFENDANTS denying responsibility and stating that they would be "happy to take care
12 of any further medical bills if [PLAINTIFF GREEN] would like to return the puppy." *See* a true
13 and copy of the email dated 9/9/15, attached hereto as Exhibit "F." DEFENDANTS had been
14 notified by phone nine (9) minutes earlier that THUMPER had died. DEFENDANTS further
15 reiterated, "no one has made any accusation like this." *Id.*

16 75. In evening of September 9, 2015, at 8:28 p.m., DEFENDANT MELISSA
17 BACELAR emails PLAINTIFF GREEN stating, "[w]e are going to refund you the \$600 you
18 donated for the puppy." *See* a true and correct copy of the email dated 9/9/15, attached hereto as
19 Exhibit "F." PLAINTIFF GREEN never received reimbursement, however.

20 76. The day after THUMPER's death, on September 10, 2015, PLAINTIFF GREEN
21 receives an email from DEFENDANT GAIL BACELAR stating, "[y]our dog is due for their
22 shots!" ... "Come to Wylder's for your vaccination needs!" DEFENDANTS were aware that
23 THUMPER was dead. *See* a true and correct copy of the email dated 9/10/15, attached hereto as
24 Exhibit "G."

25 77. On September 12, 2015, PLAINTIFF GREEN again emailed her demand for
26 reimbursement of costs and request removal from the solicitation list. She again received no
27 reply.
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1 78. On September 18, 2015, PLAINTIFF GREEN again emailed her demand for
2 reimbursement of costs. Once again she received no reply.

3 79. On September 23, 2015, PLAINTIFF GREEN receives a cease and desist letter
4 from attorney Jamie M. Davenport, Esq. responding to PLAINTIFF GREEN's demand for
5 reimbursement of costs. Ms. Davenport indicates that DEFENDANTS' position is that
6 THUMPER "left the facility healthy and contracted the parvovirus only after being in
7 [PLAINTIFF GREEN's] care." The letter went on to state "as Wylder's is neither responsible
8 nor liable for your animal contracting parvovirus, Wylder's will not pay the damages as
9 demanded."

10 80. To date, PLAINTIFF GREEN and her family continue to suffer emotionally. The
11 day they adopted THUMPER they lost their beloved Gretchen. THUMPER's adoption was to
12 bring joy to a family that was heartbroken. Instead, PLAINTIFF GREEN and her family would
13 incur more heartache, watching THUMPER suffer with constant diarrhea, vomiting, weight-loss
14 and then die from the illness attacking her heart. Further, PLAINTIFF GREEN receives
15 disability income and the stress of the outstanding veterinarian hospital bills is overwhelming.

16 81. There is no cure for the Parvovirus and there is no way to ensure that a home has
17 been disinfected to rid itself of it. Due to PLAINTIFF GREEN's home being contaminated, the
18 veterinarian advised that she should not have any puppy in her home for at least six (6) months
19 to upwards of one (1) year. This condition further exacerbates PLAINTIFF GREEN's emotional
20 suffering.

21 **FACTUAL BACKGROUND RELATING TO KOBI & WALTER'S DEATHS**

22 82. On July 20, 2015, PLAINTIFFS FAIRBANKS and WRIGHT lost their Mini
23 Schnauzer, "Sasha," to old age. PLAINTIFF WRIGHT was inconsolable over the loss of her
24 beloved Sasha.

25 83. Then on August 29, 2015, PLAINTIFF WRIGHT saw an advertisement on
26 www.Petfinder.com for two (2) Mini Schnauzer sibling puppies called Hermes and Apollo. See
27 Exhibit "D."
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1 84. PLAINTIFF WRIGHT called the number on the advertisement and spoke with
2 DEFENDANT MELISSA BACELAR. PLAINTIFF WRIGHT inquired into the origin of the
3 Mini Schnauzers, as it is rare for a "rescue" to have purebred Schnauzer puppies.
4 DEFENDANT MELISSA BACELAR told PLAINTIFF WRIGHT that a backyard breeder was
5 "busted" by the city and if he didn't get rid of the puppies he would be fined \$500 per puppy.
6 She then stated that there had been nine (9) of them but only four (4) were "dumped" at her
7 store, DEFENDANT WYLDER'S HOLISTIC PET CENTER & RESCUE.

8 85. On August 30, 2015, PLAINTIFFS FAIRBANKS and WRIGHT traveled from
9 Newport Beach to Studio City and were directed to the back of the store where, on the floor,
10 there was the crate with Mini Schnauzer, Maltipoo and Yorkie puppies, a pee pad, and a single
11 bowl with goat's milk and food for the puppies to share.

12 86. PLAINTIFFS FAIRBANKS and WRIGHT were with the two (2) Mini
13 Schnauzer puppies for nearly two (2) hours. Not once during this time were PLAINTIFFS
14 FAIRBANKS and WRIGHT interviewed about their employment, careers, where they lived, or
15 if they had any other dogs. There was no mention from DEFENDANTS MELISSA BACELAR
16 or GAIL BACELAR whether they would be doing a home check.

17 87. At one point, PLAINTIFFS FAIRBANKS and WRIGHT returned the two (2)
18 Mini Schnauzers to the crate with the other puppies. PLAINTIFF WRIGHT specifically
19 remembers commenting on a Yorkie puppy having diarrhea. DEFENDANTS MELISSA
20 BACELAR and GAIL BACELAR took no notice that this was unusual.

21 88. PLAINTIFF WRIGHT paid \$1200.00 for the Mini Schnauzer puppies that were
22 renamed KOBİ and WALTER. Thereafter, DEFENDANT MELISSA BACELAR focused on
23 pushing supplies for the puppies.

24 89. PLAINTIFF WRIGHT has been an avid foster of puppies since 2011.
25 PLAINTIFF WRIGHT understood the importance of preventing cross-contamination between
26 KOBİ and WALTER and her other dog Daniel. As such, KOBİ and WALTER were placed in a
27 spare bathroom in PLAINTIFFS FAIRBANKS and WRIGHT's shared home. The bathroom
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10/24/2015

1 had been disinfected and the doorway was blocked by a partition. PLAINTIFFS FAIRBANKS
2 and WRIGHT have never had any of their foster puppies or dogs become ill, either in their care,
3 or after they were adopted.

4 90. The day after adoption, August 31, 2015, they noticed that KOBİ and WALTER
5 had constant diarrhea, neither had their upper and lower teeth except for their canines, and they
6 acted in a manner that would suggest that they were still nursing, i.e., would try to suck on skin,
7 clothing and earlobes when held. KOBİ and WALTER did not appear to be 9 weeks old as
8 DEFENDANT MELISSA BACELAR had stated. That same day, PLAINTIFF WRIGHT
9 phoned DEFENDANT MELISSA BACELAR at WYLDER'S HOLISTIC PET CENTER &
10 RESCUE and left a message with the person that answered the phone.

11 91. The following day, September 1, 2015, PLAINTIFF WRIGHT phoned again and
12 spoke with DEFENDANT MELISSA BACELAR and had a ten (10) minute phone conversation
13 whereby she told her about KOBİ and WALTER being underage and having diarrhea.
14 DEFENDANT MELISSA BACELAR brushed it off as "normal." PLAINTIFF WRIGHT
15 inquires again into their origin and this time is told that a woman dropped the puppies off at the
16 store and if she didn't take them they would be "sold on Craigslist."

17 92. On September 2, 2015, PLAINTIFFS FAIRBANKS and WRIGHT took KOBİ
18 and WALTER to the veterinarian. The veterinarian indicated that they were dehydrated and
19 more likely to be 5-6 weeks old and weighed a mere 1 pound 9 ounces each. Due to the playful
20 nature of the puppies, there was no immediate concern as to their health but the veterinarian told
21 PLAINTIFFS FARBANKS and WRIGHT to keep a close eye on them.

22 93. KOBİ's diarrhea began worsening, and on the morning of September 5, 2015, he
23 vomited. PLAINTIFFS FAIRBANKS and WRIGHT immediately rushed him back to the
24 veterinarian where he tested STRONG/POSITIVE for the deadly Parvovirus and positive for
25 Giardia. WALTER tested positive for Giardia. KOBİ was treated with Frozen Plasma,
26 Subcutaneous Fluids, Cerenia, Metronidazole and was required to return the following day. As a
27 separate precaution, PLAINTIFFS FAIRBANKS and WRIGHT's other dog, Daniel, was
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1 vaccinated for the Parvovirus.

2 94. Immediately, PLAINTIFF WRIGHT contacted DEFENDANT MELISSA
3 BACELAR at WYLDER'S HOLISTIC PET CENTER & RESCUE five (5) times that day to
4 discuss the situation. DEFENDANT MELISSA BACELAR, at 3:38 p.m., told PLAINTIFF
5 WRIGHT that there had been no other sick puppies. DEFENDANT BACELAR never
6 mentioned that many of her puppies from April 2015 had tested positive for the Parvovirus and
7 had died. Nevertheless, PLAINTIFF WRIGHT requested that DEFENDANT MELISSA
8 BACELAR contact all the other adopters of every puppy that came into contact with KOB I to
9 inform them of the diagnosis. DEFENDANT MELISSA BACELAR indicated that she would
10 do so.

11 95. September 7, 2015, PLAINTIFF WRIGHT calls DEFENDANT MELISSA
12 BACELAR at WYLDER'S HOLISTIC PET CENTER & RESCUE to inform her of KOB I's
13 status. DEFENDANT MELISSA BACELAR gives PLAINTIFF WRIGHT her cell phone and
14 reiterates that there are no other puppies that are ill.

15 96. That same day KOB I is rushed to an emergency veterinarian where he is
16 admitted and required to stay over night. WALTER again tests negative at the emergency
17 veterinarian.

18 97. In a conversation via text message, DEFENDANT MELISSA BACELAR states,
19 "I'm just really stumped" and "He prob got it from breeder?? I guess. Or maybe one of the dogs
20 at the store was a carrier? But why just him." See a true and correct copy of the 9/7/15 text
21 message, attached hereto as Exhibit "H." She makes no mention of THUMPER having been
22 diagnosed with the Parvovirus the day prior.

23 98. On September 8, 2015, KOB I is transferred to the Southern California
24 Veterinary Specialty Hospital ("SoCal Vet Hospital") where he requires 24-hour care for shock
25 and Parvovirus. He is one of the worst cases of Parvovirus the head veterinary criticalist has
26 ever seen.

27 99. On September 9, 2015 at 10:55 a.m., PLAINTIFF WRIGHT requests to speak
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1 with DEFENDANT MELISSA BACELAR and she continues to deny any knowledge of how
2 KOBİ could have gotten sick. She makes no mention of THUMPER being hospitalized with the
3 same illness as KOBİ or that she had multiple puppies die within the last few puppies from the
4 Parvovirus.

5 100. At 2:18 p.m. on September 9, 2015, after PLAINTIFF WRIGHT states that
6 KOBİ likely will not pull through, DEFENDANT MELISSA BACELAR writes, "Omg I can't
7 believe this. Please send a picture so that I can help you pay for this." She further indicates that
8 she is "going to do a write up" and "will post and ask for donations." See a true and correct
9 copy of the 9/9/15 text message, attached hereto as Exhibit "I."

10 101. At approximately 6:00 p.m. on September 9, 2015, DEFENDANT MELISSA
11 BACELAR texts PLAINTIFF WRIGHT, "I'm going to get you donations." and "[t]his is awful
12 I don't understand." See Exhibit "I." She fails to mention that two (2) hours earlier she was
13 informed that THUMPER had died. She then posts a "GoFundMe" on her personal Facebook
14 page stating, "This tiny baby was bred in the backyard and dumped when sick. He is now not
15 even 7 weeks old and fighting for his life" and asking that donations be sent to DEFENDANT
16 WYLDER FOUNDATION. See a true and correct copy of the Defendant Melissa Bacelar's
17 Facebook posts, attached hereto as Exhibit "J."

18 102. After PLAINTIFF WRIGHT stresses the safety of the other puppies,
19 DEFENDANT MELISSA BACELAR states, "I have talked to both the other families. So far no
20 one else is even slightly sick" and "I told them to go to our vet." PLAINTIFF WRIGHT is
21 informed and believes thereon that DEFENDANT MELISSA BACELAR never told the owners
22 of the other two (2) Mini Schnauzers, or any other owners of the puppies that were in contact
23 with KOBİ, that KOBİ was diagnosed with the Parvovirus.

24 103. At 7:37 p.m. on September 9, 2015, PLAINTIFFS FAIRBANKS and WRIGHT
25 were informed by the veterinary criticalist that it would be best for KOBİ to be humanely
26 euthanized. PLAINTIFFS FAIRBANKS and WRIGHT say goodbye and KOBİ is euthanized
27 while being held in PLAINTIFF WRIGHT's arms. PLAINTIFFS FAIRBANKS and WRIGHT
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1 incurred over \$4,000.00 in veterinarian hospital costs in their attempt to save KOBİ's life.

2 104. The very next day on September 10, 2015, WALTER is diagnosed with the
3 deadly Parvovirus. PLAINTIFFS FAIRBANKS and WRIGHT have to cancel the vacation they
4 planned in March 2015 to travel out of the country for six (6) days.

5 105. That same day, DEFENDANT MELISSA BACELAR reposts KOBİ's
6 "GoFundMe" page twice asking for donations stating, "Now we have two of them who are
7 fighting for their lives." See Exhibit "J." The page does not indicate that KOBİ had died. To
8 separate herself from the intentional misrepresentations, PLAINTIFF WRIGHT asks
9 DEFENDANT MELISSA BACELAR's permission to start her own fundraising page. Her
10 request is granted. DEFENDANT MELISSA BACELAR continues to represent to PLAINTIFF
11 WRIGHT that no other puppy is sick. See Exhibit "I."

12 106. Between September 9 and September 14, 2015, DEFENDANT MELISSA
13 BACELAR would write to PLAINTIFF WRIGHT on the following occasions making promises
14 to pay. See Exhibits "I" and "J."

15 107. In furtherance of the objective to pay for PLAINTIFF FAIRBANKS and
16 WRIGHT's veterinarian expenses, DEFENDANT MELISSA BACELAR refunded PLAINTIFF
17 WRIGHT \$1000.00.

18 108. On September 10, 2015, DEFENDANT MELISSA BACELAR states to
19 PLAINTIFF WRIGHT via text message, "I just can't figure out where Kobi got it when no one
20 else does." See Exhibit "I." Still DEFENDANTS fails to mention the death of the Yorkie
21 puppies or THUMPER's death.

22 109. On September 12, 2015, DEFENDANT MELISSA BACELAR admits to puppy
23 flipping when she wrote in a text message to PLAINTIFF WRIGHT, "[w]e actually incur a ton
24 of costs for every puppy we take in ... We pay a foster to watch them nightly and
25 a transporter to take them back and forth ... We have a store so we are completely different
26 from other rescues. **We also do 'reimburse' the people who drop them off.** They always lie
27 to us but once they get here **we want the puppies so if they ask us for money we give it to**
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1 **them** ... Most rescues could not do the **volume we do** ..." See a true and correct copy of the
2 9/12/15 text message, attached hereto as Exhibit "K."

3 110. Between September 10, 2015 and September 17, 2015, WALTER would be
4 visited daily but would slowly decline, his white blood cells never replenishing themselves. It
5 would be an emotional roller coaster for PLAINTIFFS FAIRBANKS and WRIGHT that would
6 cause great stress, anxiety, panic, worry, lack of sleep and all around emotional turmoil after
7 having already lost two (2) Mini Schnauzers in less than sixty (60) days.

8 111. On September 17, 2015, during PLAINTIFF WRIGHT's visit, WALTER
9 screamed out and had an arrest, coding from the Parvovirus having reached his heart or having
10 experienced a clot. Rushed out of isolation and to an emergency team of doctors and nurses,
11 they worked hard to revive him. Weighing just over one (1) pound now, having beginning
12 stages of pneumonia, and having fought for seven (7) days to recover from the Parvovirus, at
13 the advice of the veterinary criticalist, PLAINTIFF WRIGHT held WALTER in her arms and
14 he was humanely euthanized. This would be the third (3rd) Schnauzer in less than sixty (60)
15 days that PLAINTIFFS FAIRBANKS and WRIGHT lost. WALTER's seven (7) day hospital
16 care totaled over \$7,000.00. After being informed of WALTER's death, DEFENDANT
17 MELISSA BACELAR states, "I'm not sure how they would have gotten sick." See a true and
18 correct copy of the 9/17/15 text message, attached hereto as Exhibit "L".

19 112. On September 18, 2015, an attorney representing DEFENDANTS sends an email
20 to the attorney for PLAINTIFFS FAIRBANKS and WRIGHT stating, "[n]either dog had any
21 symptoms of Parvo at the time of adoption. Further, given that it is highly contagious, no other
22 dog from that particular litter or any other dog living at Wylder's contracted the illness. It was
23 clearly contracted after the dog left Wylder's." The email further states that DEFENDANTS
24 MELISSA BACELAR and WYLDER FOUNDATION have "gone above and beyond their
25 duty." The email fails to mention that as of this date, DEFENDANTS were aware of at least
26 three (3) other puppies that had died.

27 113. PLAINTIFFS FAIRBANKS and WRIGHT were advised by the veterinarian
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1 specialists that they should not allow any puppy in their home for at least six (6) months to one
2 (1) year. This has prevented them from adopting a puppy of their own or continuing their work
3 as foster parents to puppies needing adoption. This has further exacerbated PLAINTIFFS
4 FAIRBANKS and WRIGHT's emotional suffering.

5 **FACTUAL BACKGROUND RELATING TO DAKOTA'S DEATH**

6 114. PLAINTIFF WARNER and her ten (10) year old daughter wanted to adopt a
7 puppy to signify a fresh new start to a life post-divorce. Like the other plaintiffs, PLAINTIFF
8 WARNER found DEFENDANTS WYLDER'S HOLISTIC PET CENTER & RESCUE and
9 WYLDER FOUNDATION on www.petfinder.com where she saw three (3) siblings advertised
10 as Saint Bernard mixes. PLAINTIFF WARNER adopted the puppy advertised as "Simon" and
11 renamed him Dakota.

12 115. DEFENDANT MELISSA BACELAR informed PLAINTIFF WARNER that the
13 puppies had been rescued from horrible conditions but refused to allow PLAINTIFF WARNER
14 to see any documentation noting any details.

15 116. PLAINTIFF WARNER commented on the puppy being a bit lethargic and
16 DEFENDANT MELISSA BACELAR indicated that the puppy had just been dewormed by
17 DEFENDANT BACELAR. PLAINTIFF WARNER also noticed that DEFENDANT
18 BACELAR administered vaccinations upon adoption and there were no records that Dakota had
19 been seen by a vet previously.

20 117. In addition to the \$600 adoption fee, PLAINTIFF WARNER purchased all the
21 items that DEFENDANT MELISSA BACELAR recommended which cost an additional
22 \$539.79.

23 118. At all times while in PLAINTIFF WARNER's care, Dakota would not eat and
24 was not interested in any of the recommended food. PLAINTIFF WARNER noticed that
25 Dakota seemed underage, still exhibiting signs that he may have still been nursing.

26 119. On November 5, 2015, PLAINTIFF WARNER brought Dakota to a veterinarian
27 who examined him and determined that he had ring worms and noted that he was not eating any
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1 food that the veterinarian attempted to give him.

2 120. By November 9, 2015, after Dakota had barely eaten anything since adoption, he
3 could not use his legs to walk and was very lethargic. PLAINTIFF WARNER drove him to the
4 emergency vet where they determined that he had a metabolic crash, his sodium, protein,
5 potassium, and blood glucose were at life threatening levels.

6 121. Once stabilized Dakota was transferred to Southern California Veterinarian
7 Specialty Hospital where he received a neurologist exam to determine the cause of Dakota's
8 symptoms as he was still unable to operate his hind legs and could not hold his head up. Unable
9 to determine the cause, Dakota returned to his local hospital.

10 122. DEFENDANT MELISSA BACELAR on behalf of DEFENDANT WYLDER
11 FOUNDTION attempted to raise funds for Dakota's care. To date, PLAINTIFF WARNER is
12 only aware of one \$200 donation paid directly to Dakota's original treating veterinarian.
13 Dakota's total veterinary expenses are \$9,566.67.

14 123. On November 18, 2015, Dakota died.

15 124. Each of the veterinarians that cared for Dakota estimated his age to be well
16 below the advertised age of 8 weeks and commented that he likely was not a healthy puppy on
17 the date of adoption.

18 125. To date, DEFENDANTS refuse to share any information with PLAINTIFF
19 WARNER regarding Dakota's point of origin or relating to the conditions that were made aware
20 to them.

21 **FIRST CAUSE OF ACTION**

22 **(Negligent Misrepresentation Against All Defendants)**

23 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 125 of this
24 Complaint as if fully set forth herein and for a cause of action allege as follows:

25 126. During the course of PLAINTIFFS' and DEFENDANTS' interactions,
26 DEFENDANTS made numerous misrepresentations to PLAINTIFFS, including, not limited to,
27 false statements about the puppies age, health, origin, cause of death and failed to disclose the
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1 death of other puppies that died of the Parvovirus. Namely, that the puppies were "rescued," 8
2 weeks old, healthy, had been in foster care, examined by a veterinarian, appropriately
3 quarantined and no other puppies had contracted the Parvovirus. However, DEFENDANTS
4 purchased underage puppies that were not quarantined from other litters, subjected to
5 cross-contamination, had been exposed to the Parvovirus and other illnesses, as well
6 as other puppies that had become ill and died in April and June 2015.

7 127. DEFENDANTS further represented the puppies as "rescue" when in fact
8 DEFENDANTS purchase underage puppies from backyard breeders or puppy brokers.

9 128. DEFENDANTS further represented that they were over 8 weeks of age, when in
10 fact they were under 8 weeks of age, with no teeth other than their canines, and should not have
11 been weaned from their mothers and could have been immuno-compromised.

12 129. Although DEFENDANTS may have honestly believed that their representations
13 were true, DEFENDANTS had no reasonable grounds for believing the representation was true
14 when they were made.

15 130. PLAINTIFFS reasonably relied on DEFENDANTS' misrepresentations when
16 they decided to "adopt" the puppies and when they decided to render care once they became ill,
17 incurring extensive out of pocket costs in reliance on DEFENDANTS' misrepresentations.

18 131. As a result of DEFENDANTS' misrepresentation, PLAINTIFFS have suffered
19 damages in the form of medical expenses for the puppies, stress, anxiety, panic, distress, caused
20 by the puppies' deteriorating health, and their ultimate grief in having each puppy die painful
21 deaths and PLAINTIFFS' reliance on DEFENDANTS representations was a substantial factor
22 in causing this harm.

23 **SECOND CAUSE OF ACTION**

24 **(Intentional Misrepresentation Against All Defendants)**

25 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 131 of this
26 Complaint as if fully set forth herein and for a cause of action allege as follows:

27 132. During the course of PLAINTIFFS' and DEFENDANTS' interactions,
28

1 DEFENDANTS made numerous misrepresentations to PLAINTIFFS, including, not limited to,
2 false statements about the puppies age, health, origin, cause of death and failed to disclose the
3 death of other puppies that died of the Parvovirus. Namely, that the puppies were "rescued," 8
4 weeks old, healthy, had been in foster care, examined by a veterinarian, appropriately
5 quarantined and no other puppies had contracted the Parvovirus. However, DEFENDANTS
6 purchased underage puppies that were not quarantined from other litters, subjected to
7 cross-contamination, had been exposed to the Parvovirus and other illnesses, as well
8 as other puppies that had become ill and died.

9 133. DEFENDANTS further represented the puppies as "rescue" when in fact
10 DEFENDANTS purchase underage puppies from backyard breeders or puppy brokers.

11 134. DEFENDANTS further represented that they were over 8 weeks of age, when in
12 fact they were under 8 weeks of age, with no teeth other than their canines, and should not have
13 been weaned from their mothers and could have been immuno-compromised.

14 135. DEFENDANTS knew that the representations were false at the time they were
15 made because PLAINTIFFS are aware that a seven (7) week old puppies have a full set of teeth
16 and they were aware that other puppies were ill or had died in April and June 2015 from the
17 Parvovirus and yet DEFENDANTS still told PLAINTIFFS that there were no other ill puppies.
18 As described above, DEFENDANTS represented that the puppies were examined by a
19 veterinarian but since these puppies were obviously ill within 24 hours of leaving the store,
20 either the DEFENDANTS knew about the puppies' illnesses and sold them as "healthy"
21 anyway, or a veterinarian did not examine these dogs before their purchase.

22 136. DEFENDANTS made the representations herein alleged with the intention of
23 inducing PLAINTIFFS to purchase the DEFENDANTS' puppies.

24 137. DEFENDANTS also made misrepresentations with the intention of avoiding
25 liability for the deaths of the puppies.

26 138. PLAINTIFF reasonably relied on DEFENDANTS' misrepresentations when
27 they decided to purchase the puppies. PLAINTIFFS FAIRBANKS and WRIGHT further relied
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1 on DEFENDANTS misrepresentations that DEFENDANTS would reimburse them for the
2 veterinarian expenses. PLAINTIFF GREEN also relied on the misrepresentation that she would
3 receive a refund for the adoption fee.

4 139. As a result of DEFENDANTS' misrepresentation, PLAINTIFFS have suffered
5 damages in the form of medical expenses for the puppies, stress, anxiety, panic, distress, caused
6 by the puppies' deteriorating health, and their ultimate grief in having each puppy die painful
7 deaths and PLAINTIFFS' reliance on the representations was a substantial factor in causing
8 PLAINTIFFS' harm. Further, in engaging in the conduct described above, DEFENDANTS
9 acted with malice, oppression and fraud and PLAINTIFFS are therefore entitled to recover
10 punitive damages.

11 **THIRD CAUSE OF ACTION**
12 **(Concealment Against All Defendants)**

13 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 139 of this
14 Complaint as if fully set forth herein and for a cause of action allege as follows:

15 140. During the course of PLAINTIFFS' and DEFENDANTS' interactions
16 DEFENDANTS failed to disclose certain critical information.

17 141. DEFENDANTS failed to disclose that the puppies were underage, had not
18 been quarantined from other litters, had been subjected to cross-contamination, and
19 had been exposed to the Parvovirus and other illnesses. Additionally, DEFENDANTS
20 failed to disclose that other puppies had died of the Parvovirus in April and June
21 2015.

22 142. DEFENDANTS further intentionally failed to disclose that PLAINTIFFS'
23 puppies were ill or had been exposed to other puppies that were ill or had died.

24 143. DEFENDANTS further concealed that it is a regular practice of DEFENDANTS
25 to purchase underage puppies from backyard breeders or puppy brokers.

26 144. DEFENDANTS concealed information about other puppies having been ill and
27 died.

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1 145. DEFENDANTS prevented PLAINTIFFS from discovering certain facts. I.e., the
2 identify of each individual PLAINTIFF that had an ill and deceased puppy, the deaths of the
3 Yorkie puppies, the death of any other puppy subsequent to the PLAINTIFFS' puppies.

4 146. DEFENDANTS intended to deceive PLAINTIFFS by concealing the facts.

5 147. PLAINTIFFS did not know of the concealed facts.

6 148. Had the omitted information been disclosed, PLAINTIFFS reasonably would
7 have behaved differently.

8 149. As a result of DEFENDANTS' concealment, PLAINTIFFS have suffered
9 damages in the form of medical expenses for the puppies, stress, anxiety, panic, distress, caused
10 by the puppies' deteriorating health, and their ultimate grief in having each puppy die painful
11 deaths and DEFENDANTS' concealment was a substantial factor in causing this harm. Further,
12 in engaging in the conduct described above, DEFENDANTS acted with malice, oppression and
13 fraud and PLAINTIFFS are therefore entitled to recover punitive damages.

14 **FOURTH CAUSE OF ACTION**

15 **(Intentional Infliction of Emotional Distress Against All Defendants)**

16 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 149 of this
17 Complaint as if fully set forth herein and for a cause of action allege as follows:

18 150. DEFENDANTS' conduct as set forth above was so extreme and
19 outrageous that it exceeded the boundaries of human decency and was beyond pale of
20 conduct tolerated in a civil society. This conduct was intended to cause severe
21 emotional distress, or was done in reckless disregard of the probability of causing
22 severe emotional distress. To the extent that said outrageous conduct was perpetrated
23 by certain DEFENDANTS, the remaining DEFENDANTS adopted and ratified said
24 conduct with a wanton and reckless disregard of the deleterious consequences to
25 PLAINTIFFS.

26 151. As a direct and proximate result of DEFENDANTS' wrongful conduct,
27 PLAINTIFFS have suffered and continue to suffer severe and continuous humiliation,
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1 worry, nervousness, grief, anxiety, panic, stress, and physical and mental pain and
2 anguish, as well as economic losses, all to their damage in an amount according to
3 proof at the time of trial.

4 152. DEFENDANTS committed the acts alleged herein maliciously,
5 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFFS,
6 and acted with an improper and evil motive amounting to malice and in conscious
7 disregard of PLAINTIFFS' rights. Because the acts taken toward PLAINTIFFS were
8 carried out by DEFENDANTS acting in a deliberate, cold, callous, and intentional
9 manner in order to injure and damage PLAINTIFFS, PLAINTIFFS are entitled to
10 recover punitive damages from DEFENDANTS in an amount according to proof.

11 **FIFTH CAUSE OF ACTION**

12 **(Negligent Infliction of Emotional Distress Against All Defendants)**

13 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 152 of this
14 Complaint as if fully set forth herein and for a cause of action allege as follows:

15 153. All DEFENDANTS, and each of them, knew or reasonably should have known
16 that the conduct described herein would and did proximately result in physical and emotional
17 distress to PLAINTIFFS.

18 154. At all relevant times, all DEFENDANTS, and each of them, had power, ability,
19 authority, and duty to stop engaging in the conduct described herein and/or to intervene to
20 prevent or prohibit said conduct.

21 155. Despite said knowledge, power and duty, DEFENDANTS negligently failed to
22 act so as to stop engaging in the conduct described herein and/or to prevent or prohibit such
23 conduct or otherwise protect PLAINTIFFS. To the extent that said negligent conduct was
24 perpetuated by certain DEFENDANTS, the remaining DEFENDANTS confirmed and ratified
25 said conduct with the knowledge that PLAINTIFFS' emotional and physical distress would
26 thereby increase, and with a wanton and reckless disregard for the deleterious consequences to
27 PLAINTIFFS.

1 156. As a direct and proximate result of DEFENDANTS' wrongful conduct,
2 PLAINTIFFS have suffered and continue to suffer severe and continuous humiliation,
3 worry, nervousness, grief, anxiety, panic, stress, and physical and mental pain and
4 anguish, as well as economic losses, all to their damage in an amount according to
5 proof at the time of trial.

6 **SIXTH CAUSE OF ACTION**

7 **(Unfair and Fraudulent Business Practices in**

8 **Violation of Cal. Bus. & Prof. Code §§17200 et seq. Against All Defendants)**

9 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 156 of this
10 Complaint as if fully set forth herein and for a cause of action allege as follows:

11 157. The foregoing conduct, as alleged, violates the "unfair" and "fraudulent"
12 prongs of the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code
13 §§17200 et seq.

14 158. DEFENDANTS committed acts of unfair competition, as defined by the
15 UCL, by, among other things, engaging in the acts and practices described herein,
16 including but not limited to its marketing and advertising in which DEFENDANTS
17 make false and misleading statements regarding the puppies origin' and status of
18 "rescue", when in fact, DEFENDANTS purchase puppies from backyard breeders
19 and/or puppy brokers.

20 159. DEFENDANTS' business practices, as alleged herein, are unfair and
21 fraudulent because (1) the injury to the consumer is substantial; (2) the injury is not
22 outweighed by any countervailing benefits to consumers or competition; and (3)
23 consumers could not reasonably have avoided the information because DEFENDANTS
24 intentionally mislead the consuming public by means of the claims made with respect
25 to the puppies as set forth herein.

26 160. DEFENDANTS' business practices as alleged herein are fraudulent
27 because they are likely to deceive customers who wish to "rescue" puppies into
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1 believing that the DEFENDANTS' puppies' were unwanted and abandoned, when in
2 fact, they were purchased by DEFENDANTS and unhealthy.

3 161. PLAINTIFFS suffered economic injury-in-fact and have lost money and
4 property as a result of DEFENDANTS' misrepresentations that the puppies were
5 healthy and "rescues."

6 162. DEFENDANTS' statements about "rescuing" is misleading and likely to
7 deceive reasonable consumers who read and rely upon the material representation when
8 deciding to "rescue" puppies instead of purchasing them directly from backyard
9 breeders and/or puppy brokers.

10 163. PLAINTIFFS were misled into "adopting" puppies from DEFENDANTS
11 because of DEFENDANTS' unfair and fraudulent conduct.

12 164. As purchasers and consumers of DEFENDANTS' puppies and as
13 members of the general public in California who have been injured by DEFENDANTS'
14 unlawful, unfair and/or deceptive practices, PLAINTIFFS are entitled to and do bring
15 this action seeking all available remedies under the UCL, including declaratory and
16 injunctive relief and restitution, as well as attorneys' fees and costs.

17 165. Pursuant to Cal. Civ. Code §3287(a), PLAINTIFFS are further entitled to
18 pre-judgment interest as a direct and proximate result of DEFENDANTS' wrongful
19 conduct. The amount of damages suffered as a result is sum certain and capable of
20 calculation, and PLAINTIFFS are entitled to interest in an amount according to proof.
21 Consumers of the general public who "rescued" puppies based upon he
22 misrepresentations by DEFENDANTS are also further entitled to pre-judgment interest
23 in a quantitative amount to be determined at trial of this action.

24 **SEVENTH CAUSE OF ACTION**

25 **(Unlawful Business Practices in Violation of Cal. Bus. & Prof. Code §§17200 *et seq.***

26 **Against All Defendants)**

27 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 165 of this
28

1 Complaint as if fully set forth herein and for a cause of action allege as follows:

2 166. This cause of action is brought on behalf of PLAINTIFFS pursuant to the
3 “unlawful” prong of the UCL, Cal. Bus. & Prof. Code §§17200 *et seq.*

4 167. DEFENDANTS committed acts of unfair competition, as defined by the
5 UCL, by, among other things, engaging in the acts and practices described herein,
6 including but not limited to its marketing and advertising in which DEFENDANTS
7 made false and misleading statements regarding the puppies origin and status of
8 “rescue”, when in fact, DEFENDANTS purchase puppies from backyard breeders
9 and/or puppy brokers.

10 168. DEFENDANTS’ business practices, as alleged herein, are unlawful
11 because they violate: (1) LAMC Sections 53.73, 53.50 (2) Penal Code §597z, (3) Cal.
12 Health and Safety Code §122045-122315 and; (4) Bus. & Prof. Code §17500. Further,
13 DEFENDANTS MELISSA BACELAR, GAIL BACELAR, and WYLDER
14 FOUNDATION are unlawfully violating their own Articles of Incorporation and IRS
15 filings which state that “[t]he specific purpose of this corporation is to rescue, rehabilitate and
16 re home unwanted dogs from the kill shelters in Los Angeles County.” *See* Exhibits “A” and
17 “B.”

18 169. PLAINTIFFS purchased each puppy for \$600.00. DEFENDANTS represented
19 the puppies as over 8 weeks old, “rescued,” fully vaccinated, sterilized and healthy. However,
20 the puppies were 5-6 weeks old, purchased from backyard breeders and/or puppy brokers, never
21 quarantined and had been exposed to the Parvovirus and other illnesses.

22 170. PLAINTIFFS were misled into purchasing the puppies by DEFENDANTS’
23 unlawful conduct.

24 171. As purchasers and consumers of DEFENDANTS’ puppies and as
25 members of the general public in California who have been injured by DEFENDANTS’
26 unlawful, unfair and/or deceptive practices, PLAINTIFFS are entitled to and do bring
27 this action seeking all available remedies under the UCL, including declaratory and
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1 injunctive relief and restitution, as well as attorneys' fees and costs.

2 172. Pursuant to Cal. Civ. Code §3287(a), PLAINTIFFS are further entitled to
3 pre-judgment interest as a direct and proximate result of DEFENDANTS' wrongful
4 conduct. The amount of damages suffered as a result is sum certain and capable of
5 calculation, and PLAINTIFFS are entitled to interest in an amount according to proof.
6 Consumers of the general public who "rescued" puppies based upon he
7 misrepresentations by DEFENDANTS are also further entitled to pre-judgment interest
8 in a quantitative amount to be determined at trial of this action.

9 **EIGHTH CAUSE OF ACTION**

10 **(False & Misleading Advertising in Violation of Cal. Bus. & Prof. Code §§17500 *et seq.***
11 **Against All Defendants)**

12 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 172 of this
13 Complaint as if fully set forth herein and for a cause of action allege as follows:

14 173. The foregoing conduct, as alleged, violates the ("UCL"), Cal. Bus. Prof.
15 Code §17500 *et seq.* Section 17500 of the Cal. Bus. & Prof. Code prohibits unfair
16 competition by prohibiting false advertising.

17 174. DEFENDANTS disseminated, or caused to be disseminated, false and
18 misleading statements and representations (oral and written) in labeling,
19 advertisements, promotion and/or marketing of "rescued" puppies. These include
20 labeling, advertising, promoting and marketing the puppies as being "rescued," old
21 enough for adoption, vetted, vaccinated, sterilized, micro-chipped, healthy and illness
22 free, when in fact, they are not.

23 175. DEFENDANTS continue to disseminate, or cause to be disseminated,
24 such false and misleading statements alleged herein.

25 176. DEFENDANTS are aware that the claims it makes about the puppies are
26 false and misleading.

27 177. DEFENDANTS' representations and advertising concerning the puppies
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1 are unfair, deceptive, untrue and/or misleading within the meaning of Cal. Bus. Prof.
2 Code §17500 *et seq.* and are likely to deceive, and continue to deceive the consuming
3 public. In fact, PLAINTIFFS were misled and deceived by DEFENDANTS'
4 representations.

5 178. Representations that the puppies are "rescued," 8 weeks old, and healthy is
6 misleading and likely to deceive reasonable consumers who read and rely upon the material
7 representation in choosing to "rescue" a puppy that was not purchased from a backyard breeder
8 or puppy broker, was not exposed to disease, and was old enough for adoption. These
9 misrepresentations are material and constitute false advertising.

10 179. As purchasers and consumers of DEFENDANTS' puppies and as
11 members of the general public in California who have been injured by DEFENDANTS'
12 unlawful, unfair and/or deceptive practices, PLAINTIFFS are entitled to and do bring
13 this action seeking all available remedies under the UCL, including declaratory and
14 injunctive relief and restitution, as well as attorneys' fees and costs.

15 180. Pursuant to Cal. Civ. Code §3287(a), PLAINTIFFS are further entitled to
16 pre-judgment interest as a direct and proximate result of DEFENDANTS' wrongful
17 conduct. The amount of damages suffered as a result is sum certain and capable of
18 calculation, and PLAINTIFFS are entitled to interest in an amount according to proof.
19 Consumers of the general public who "rescued" puppies based upon he
20 misrepresentations by DEFENDANTS are also further entitled to pre-judgment interest
21 in a quantitative amount to be determined at trial of this action.

22 **NINTH CAUSE OF ACTION**

23 **(Negligence and Negligence Per Se Against All Defendants)**

24 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 180 of this
25 Complaint as if fully set forth herein and for a cause of action allege as follows:

26 181. DEFENDANTS marketed and sold ill, unhealthy, underage puppies as being
27 "rescue" puppies, healthy, of appropriate age, and illness-free. DEFENDANTS further failed to
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1 institute proper protocols and procedures to ensure the health and safety of the puppies that they
2 placed for adoption with the public. DEFENDANTS owed a duty of care to PLAINTIFFS and
3 to the consuming public to conduct their activities with reasonable care.

4 182. DEFENDANTS fell below the standard of care exercised by other retail rescue
5 stores and animal rescue organizations by carelessly, grossly, negligently, and recklessly
6 manage, maintain, and operate their business in such a manner which resulted in the inhumane
7 treatment of animals, including but not limited to, instituting proper procedures and protocols
8 that ensure the health and safety of the animals that DEFENDANTS take into their possession.

9 183. DEFENDANTS MELISSA BACELAR, GAIL BACELAR, WYLDER
10 FOUNDATION, WYLDERS SWEET SHOP, LLC and WYLDER'S HOLISTIC PET
11 CENTER & RESCUE are located in the City of Los Angeles. These DEFENDANTS sell
12 commercially bred dogs in their retail businesses or other commercial establishments in
13 violation of LAMC 53.73. These DEFENDANTS and/or their agents purchase, offer to
14 purchase, barter or receive without cost puppies in violation of LAMC 53.42. These
15 DEFENDANTS have known or reasonably should have known of these egregious and ongoing
16 violations, yet have done nothing to comply with the city ordinances.

17 184. DEFENDANTS WYLDERS SWEET SHOP, LLC *dba* WYLDER'S HOLISTIC
18 PET CENTER & RESCUE is a "pet dealer" as defined by Cal. Health and safety Code
19 §122125. They are in the business of selling dogs at retail and are required to possess a permit
20 pursuant to Section 6066 of the Revenue and Taxation Code. In furtherance of this business,
21 they market and sell puppies under the age of 8 weeks of age without first obtaining written
22 documentation approving the sale from a veterinarian licensed to practice in California in
23 violation of Penal Code §597z and Cal. Health and Safety Code §122045-122315.

24 185. DEFENDANT WYLDERS SWEET SHOP, LLC *dba* WYLDER'S HOLISTIC
25 PET CENTER & RESCUE *dba* THE WAGMOR failed to comply with the City of Los Angeles
26 Kennel Permit Standards and operated without a kennel license in violation of LAMC 53.50.

27 186. The above-mentioned city ordinances and California Codes were enacted to
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1 ensure the humane treatment of animals, safe guard the public interest and encourage adoption
2 of rescue animals and lower the City of Los Angeles' shelter euthanasia rates. The acts and
3 omissions of DEFENDANTS as alleged were and are a substantial factor contributing to the
4 illegal and substandard procurement and care of animals PLAINTIFFS and other members of
5 the consuming public obtained from DEFENDANTS.

6 187. PLAINTIFFS and their puppies are among the class persons and animals that the
7 foregoing ordinances and laws were designed to protect and for whose protection they were
8 adopted. The injuries are of the type that the foregoing ordinances and laws were intended to
9 prevent. DEFENDANTS' violations of the foregoing ordinances and laws constituted
10 negligence per se and created a presumption of negligence.

11 188. As a direct, legal and proximate result of the foregoing, PLAINTIFFS were
12 compelled to, and did, employ the services of veterinarians to care for and treat their puppies, in
13 an amount, nature and degree to be proven at trial pursuant to Cal. Code of Civ. Proc. § 425.10.

14 189. DEFENDANTS' conduct as described herein was malicious, fraudulent, and/or
15 oppressive, and done with a conscious disregard for PLAINTIFFS and for the deleterious
16 consequences of the DEFENDANTS' actions. Each DEFENDANT authorized, condoned,
17 and/or ratified the unlawful conduct of all the other DEFENDANTS named in this action and of
18 their agents and employees. Consequently, PLAINTIFFS are entitled to an award of punitive
19 damages.

20 **TENTH CAUSE OF ACTION**

21 **(Injunctive Relief Against All Defendants)**

22 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 189 of this
23 Complaint as if fully set forth herein and for a cause of action allege as follows:

24 190. As a direct and proximate result of DEFENDANTS' wrongful conduct, as
25 described above, PLAINTIFFS have suffered substantial monetary and non-monetary damage.
26 Pecuniary compensation would not afford adequate relief for this wrongful conduct, and in any
27 event it would be extremely difficult to ascertain the amount of compensation that would afford
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1 adequate relief. Upon information and belief, DEFENDANTS continue to commit the acts, as
2 alleged, and these acts continue to deceive consumers and members of the general public by
3 such means as described herein, and continue to cause damages to consumers and members of
4 the general public who purchase and will purchase puppies from DEFENDANTS based upon
5 such representations and other acts.

6 191. As a result, injunctive relief is sought in order to require DEFENDANTS to
7 cease and desist from making affirmative representations, and other such acts or omissions,
8 which act to deceive consumers and members of the general public concerning the sourcing and
9 health of the puppies and the post purchase responsibilities of the DEFENDANTS.

10
11 **PRAYER FOR RELIEF**

12 **WHEREFORE, PLAINTIFFS** pray for judgment against DEFENDANTS as follows:

- 13 1. For actual damages, including but not limited to veterinary and incidental
14 expenses, according to proof;
- 15 2. For general damages, including pain and suffering, according to proof;
- 16 3. For compensatory damages, including but not limited to lost wages and other
17 sundry expenses, according to proof;
- 18 4. Special damages according to proof;
- 19 5. For punitive damages allowed by law;
- 20 6. For restitution and/or disgorgement;
- 21 7. For loss of use of companionship and reduction in enjoyment in life, in an
22 amount according to proof;
- 23 8. For an award to PLAINTIFFS of costs of suit incurred herein and reasonable
24 attorneys' fees;
- 25 9. For an award of prejudgment and post-judgment interest;
- 26 10. Exemplary damages pursuant to Civil Code §3340, according to proof;
- 27 11. For such other and further relief as the Court may deem just and proper.
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1 Dated: December 22, 2015

Respectfully submitted,

2 **LAW OFFICE OF KIMBERLY A. WRIGHT**

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4 
5 _____
6 Kimberly A. Wright, Attorney for PLAINTIFFS

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8
9 **DEMAND FOR JURY TRIAL**

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11 PLAINTIFFS hereby requests trial by jury.

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14 Dated: December 22, 2015

Respectfully submitted,

15 **LAW OFFICE OF KIMBERLY A. WRIGHT**

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17 
18 _____
19 Kimberly A. Wright, Attorney for PLAINTIFFS

20
21 **ADDITIONAL ATTORNEYS TO BE NOTICED:**

22 Mathew K. Higbee, Esq. (SBN 241380)

23 **HIGBEE & ASSOCIATES**

24 1504 Brookhollow Dr., Suite #112

25 Santa Ana, CA 92705

26 Ph: (714) 617-8385; Fx: (714) 617-8511

27 Em: mhigbee@higbeeassociates.com

12/24/2015

VERIFICATION

I, Kristina Warner, declare:

I am one of the named Plaintiffs in this action. I have read the foregoing Second Amended Complaint and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 22 day of December 2015 in Torrance, California.

Respectfully submitted,

By: Kristina Warner

Kristina Warner

12/24/2015

VERIFICATION

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I, Cathy Green, declare:

I am one of the named Plaintiffs in this action. I have read the foregoing Second Amended Complaint and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 22nd day of December 2015 in Encino, California.

Respectfully submitted,

By: Cathy Green

Cathy Green

12 / 24 / 2015

VERIFICATION

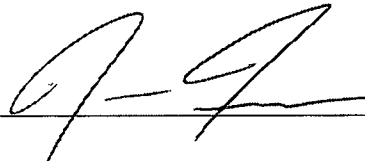
I, Jonathan Fairbanks, declare:

I am one of the named Plaintiffs in this action. I have read the foregoing Second Amended Complaint and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 22 day of December 2015 in Newport Beach, California.

Respectfully submitted,

By: _____



Jonathan Fairbanks

12/24/2015

VERIFICATION

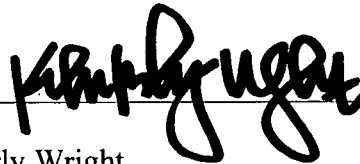
I, Kimberly Wright, declare:

I am one of the named Plaintiffs in this action. I have read the foregoing Second Amended Complaint and know the contents thereof. With respect to the causes of action alleged by me, the same is true by my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 22 day of December 2015 in Newport Beach, California.

Respectfully submitted,

By: _____



Kimberly Wright

12/24/2015

EXHIBIT A

12 / 24 / 2015

3627419

ARTICLES OF INCORPORATION

OF

The Wylder Foundation

FILED
Secretary of State
State of California

19C DEC 21 2013

I.

The name of this corporation is The Wylder Foundation

II.

A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

B. The specific purpose of this corporation is to rescue, rehabilitate and re home unwanted dogs from the kill shelters in Los Angeles County.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Gail Bacelar
9731 Sweetwater Dr, Santa Clarita, California 91390

IV.

The initial street address of this corporation is 11948 Ventura Blvd, Studio City, California 91604-2607.

V.

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

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3627419

VI.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for religious purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

VII.

This corporation shall have a future file date of December 21, 2013

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 12/5/2013

LegalZoom.com, Inc., Incorporator



By: Cheyenne Moseley, Assistant Secretary
LDA #0104 in Los Angeles County (expires 12/2013)
101 N. Brand Blvd., 11th Floor, Glendale, CA 91203
(323) 962-8600

12/24/2013

**ACTION BY WRITTEN CONSENT
OF THE SOLE INCORPORATOR
OF**

**The Wylder Foundation,
A California Nonprofit Corporation,
December 30, 2013**

The undersigned, acting as the sole incorporator of The Wylder Foundation, a California Nonprofit Corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to the California Nonprofit Corporation Law, which shall be effective upon the commencement of the Corporation's existence:

RESOLVED, that each person named below is hereby elected to serve as a Director of the Corporation until such time as his or her successor is duly elected and qualified:

Melissa Bacelar
Gail Bacelar
Suzanne Browning

RESOLVED FURTHER, that the officers of the Corporation, as elected by the Corporation's Board of Directors, are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.

RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the Corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.



By: Cheyenne Moseley, Assistant Secretary
LegalZoom.com, Inc.

LDA #0104 in Los Angeles County (expires 12/2013)
101 N. Brand Blvd., 11th Floor, Glendale, CA 91203
(323) 962-8600

EXHIBIT B

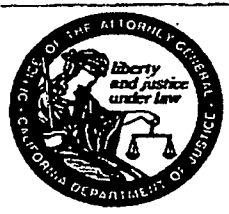
12/24/2015

CT0218922
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Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021

WEBSITE ADDRESS:
<http://ag.ca.gov/charities/>

**INITIAL
REGISTRATION FORM
STATE OF CALIFORNIA
OFFICE OF THE ATTORNEY GENERAL
REGISTRY OF CHARITABLE TRUSTS**
(Government Code Sections 12580-12599.7)



NOTE: A \$25.00 REGISTRATION FEE MUST ACCOMPANY THIS REGISTRATION FORM MAKE CHECK PAYABLE TO DEPARTMENT OF JUSTICE.

Pursuant to Section 12585, registration is required of every trustee subject to the Supervision of Trustees and Fundraisers for Charitable Purposes Act within thirty days after receipt of assets (cash or other forms of property) for the charitable purposes for which organized.

Every charitable (public benefit) corporation, association and trustee holding assets for charitable purposes or doing business in the State of California must register with the Attorney General, except those exempted by California Government Code section 12583. Corporations that are organized primarily as a hospital, a school, or a religious organization are exempted by Section 12583.

Name of Organization: The Wylder Foundation

The name of the organization should be the legal name as stated in the organization's organizing instrument (i.e., articles of incorporation, articles of association, or trust instrument).

Official Mailing Address for Organization:
Address: 11948 VENTURA BLVD.

City: Studio City

State: California

ZIP Code: 91604

Organization's telephone number: 818-762-2665

Organization's e-mail address: THEWYLDERFOUNDATION@GMAIL.COM

Organization's fax number: 661-450-1605

Organization's website: WWW.WYLDERSHOLISTICPETCENTER.COM

All organizations must apply for a Federal Employer Identification Number from the Internal Revenue Service, including organizations that have a group exemption or file group returns.

Federal Employer Identification Number (FEIN):
46-4439780

Group Exemption FEIN (if applicable):

All California corporations and foreign corporations that have qualified to do business in California will have a corporate tax number. Unincorporated organizations are assigned an organization number by the Franchise Tax Board upon application for California tax exemption.

Corporate or Organization Number: 3627419

RECEIVED
Attorney General's Office
APR 22 2015
Registry of Charitable Trusts

391160

51015

Names and addresses of ALL trustees or directors and officers (attach a list if necessary):		
Name	MELISSA BACELAR	Position PRESIDENT/DIRECTOR
Address 7342 CANTALOUPE AVE.		
City	VAN NUYS	State CA ZIP Code 91405
Name	GAIL BACELAR	Position VICE PRESIDENT
Address 9731 SWEETWATER DRIVE		
City	SANTA CLARITA	State CA ZIP Code 91390
Name	ELLEN LEVINE	Position TREASURER/DIRECTOR
Address 3724 VANTAGE AVE.		
City	STUDIO CITY	State CA ZIP Code 91604
Name	SUZANNE BROWNING	Position SECRETARY/DIRECTOR
Address 3912 CARPENTER DRIVE		
City	STUDIO CITY	State CA ZIP Code 91604
Name		
Address		
City	State	ZIP Code
Describe the primary activity of the organization. (A copy of the material submitted with the application for federal or state tax exemption will normally provide this information.) If the organization is based outside California, comment fully on the extent of activities in California and how the California activities relate to total activities. In addition, list all funds, property, and other assets held or expected to be held in California. Indicate whether you are monitored in your home state, and if so, by whom. Attach additional sheets if necessary.		
<p>The organization will be required to file financial reports annually. All organizations must file the Annual Registration/Renewal Fee Report (RRF-1) within four months and fifteen days after the end of the organization's accounting period. Organizations with \$25,000 or more in either gross receipts or total assets are also required to file either the IRS Form 990-EZ or 990-PF. Forms can be found on the Charitable Trusts website at http://ag.ca.gov/charities/.</p>		
If assets (funds, property, etc.) have been received, enter the date first received:		Registration with the Attorney General is required within thirty days of receipt of assets.
Date assets first received: <u>JAN 8 2015</u>		
What annual accounting period has the organization adopted?		
<input type="checkbox"/> Fiscal Year Ending _____ <input checked="" type="checkbox"/> Calendar Year		

1 2 3 4 5 6 7 8 9 10 11 12

Attach your founding documents as follows:

A) **Corporations** - Furnish a copy of the articles of incorporation and all amendments and current bylaws. If incorporated outside California, enter the date the corporation qualified through the California Secretary of State's Office to conduct activities in California. ✓

B) **Associations** - Furnish a copy of the instrument creating the organization (bylaws, constitution, and/or articles of association).

C) **Trusts** - Furnish a copy of the trust instrument or will and decree of final distribution.

D) **Trustees for charitable purposes** - Furnish a statement describing your operations and charitable purpose.

Has the organization applied for or been granted IRS tax exempt status Yes No

Date of application for Federal tax exemption: DEC. 21, 2013

Date of exemption letter: OCTOBER 3 2014 Exempt under Internal Revenue Code section 501(c) ✓

If known, are contributions to the organization tax deductible? Yes No

Attach a copy of the Application for Recognition of Exemption (IRS Form 1023) and the determination letter issued by the IRS.

Does your organization contract with or otherwise engage the services of any commercial fundraiser for charitable purposes, fundraising counsel, or commercial coventurer? If yes, provide the name(s), address(es), and telephone number(s) of the provider(s):

Commercial Fundraiser <input type="checkbox"/>	Fundraising Counsel <input type="checkbox"/>	Commercial Coventurer <input type="checkbox"/>
Name		
Address		
City	State	ZIP Code
Telephone Number		
Commercial Fundraiser <input type="checkbox"/>	Fundraising Counsel <input type="checkbox"/>	Commercial Coventurer <input type="checkbox"/>
Name		
Address		
City	State	ZIP Code
Telephone Number		
Commercial Fundraiser <input type="checkbox"/>	Fundraising Counsel <input type="checkbox"/>	Commercial Coventurer <input type="checkbox"/>
Name		
Address		
City	State	ZIP Code
Telephone Number		

I declare under penalty of perjury that I have examined this registration form, including accompanying documents, and to the best of my knowledge and belief, the form and each document are true, correct, and complete.

Signature [Signature] Title President/Director Date 4.21.15

If additional information is required, please refer to the Supervision of Trustees and Fundraisers for Charitable Purposes Act (Government Code Sections 12580-12599.7), the Administrative Rules and Regulations pursuant to the Act (California Code of Regulations, Title 11, Sections 300-312.1).

If you have questions regarding registration, or need assistance, information is available on our website at <http://ag.ca.gov/charities>, or you can reach us by telephone at (916) 444-2021 or fax at (916) 444-3651.

1015

EXHIBIT C

12/24/2015

**Application for Recognition of Exemption
 Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0058
 Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all bold items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
The Wylder Foundation		Melissa Bacelar	
3 Mailing address (Number and street) (see instructions)		Room/Suite	4 Employer Identification Number (EIN)
11948 Ventura Blvd.			46-4439780
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 - 12)	
Studio City, CA 91604		04	
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: (818) 939-1608	
a Name: Melissa Bacelar		c Fax: (optional) N/A	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: N/A			
b Organization's email: (optional) TheWylderFoundation@gmail.com			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		12/21/2013	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

12/24/2015

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a corporation? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. Yes No
- 2 Are you a limited liability company (LLC)? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. Yes No
- 3 Are you an unincorporated association? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. Yes No
- 4a Are you a trust? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. Yes No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. Yes No
- 5 Have you adopted bylaws? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. Yes No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article II, Paragraph B.
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 2, Article VI.
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities

Using an attachment, describe your past, present, and planned activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
PLEASE SEE ATTACHMENT			

12 / 24 / 2015

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No

b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No

c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No

3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No

4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No

b Do you or will you approve compensation arrangements in advance of paying compensation? Yes No

c Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No

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Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No

e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No

f Do you or will you record in writing both the information on which you relied to base your decision and its source? Yes No

g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. Yes No

b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?

c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No

b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No

7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases. Yes No

b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. Yes No

8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. Yes No

b Describe any written or oral arrangements that you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.

f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See Instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See Instructions.)

- 1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. Yes No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in political campaigns in any way? If "Yes," explain. Yes No
- 2a Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such arrangements. Yes No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

- 4a** Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) **Yes** **No**
- mail solicitations
 - email solicitations
 - personal solicitations
 - vehicle, boat, plane, or similar donations
 - foundation grant solicitations
 - phone solicitations
 - accept donations on your website
 - receive donations from another organization's website
 - government grant solicitations
 - Other

Attach a description of each fundraising program.

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. **Yes** **No**
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. **Yes** **No**
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. **Yes** **No**

5 Are you affiliated with a governmental unit? If "Yes," explain. **Yes** **No**

6a Do you or will you engage in economic development? If "Yes," describe your program. **Yes** **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes. **Yes** **No**

7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. **Yes** **No**

b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. **Yes** **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. **Yes** **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. **Yes** **No**

b Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. **Yes** **No**

102302412015

Part VIII Your Specific Activities (Continued)

11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. Yes No

12a Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. Yes No

b Name the foreign countries and regions within the countries in which you operate.

c Describe your operations in each country and region in which you operate.

d Describe how your operations in each country and region further your exempt purposes.

13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. Yes No

b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.

c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Yes No

d Identify each recipient organization and any relationship between you and the recipient organization.

e Describe the records you keep with respect to the grants, loans, or other distributions you make.

f Describe your selection process, including whether you do any of the following:

(i) Do you require an application form? If "Yes," attach a copy of the form. Yes No

(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. Yes No

g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.

14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. Yes No

b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.

c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. Yes No

d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No

e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No

f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. Yes No

10/24/2015

Part VIII Your Specific Activities (Continued)

- 15 Do you have a close connection with any organizations? If "Yes," explain. Yes No
- 16 Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. Yes No
- 17 Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. Yes No
- 18 Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. Yes No
- 19 Do you or will you operate a school? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. Yes No
- 20 Is your main function to provide hospital or medical care? If "Yes," complete Schedule C. Yes No
- 21 Do you or will you provide low-income housing or housing for the elderly or handicapped? If "Yes," complete Schedule F. Yes No
- 22 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. Yes No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See Instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From To	(b) From To	(c) From To	(d) From To		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)						
	2 Membership fees received						
	3 Gross investment income						
	4 Net unrelated business income						
	5 Taxes levied for your benefit						
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	PLEASE SEE ATTACHMENT					
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)						
	8 Total of lines 1 through 7						
Expenses	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)						
	10 Total of lines 8 and 9						
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)						
	12 Unusual grants						
	13 Total Revenue Add lines 10 through 12						
	14 Fundraising expenses						
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	16 Disbursements to or for the benefit of members (attach an itemized list)						
	17 Compensation of officers, directors, and trustees						
	18 Other salaries and wages						
	19 Interest expense						
	20 Occupancy (rent, utilities, etc.)						
	21 Depreciation and depletion						
	22 Professional fees						
	23 Any expense not otherwise classified, such as program services (attach itemized list)						
	24 Total Expenses Add lines 14 through 23						

12/24/2015

Part IX Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

		Year End:
		(Whole dollars)
Assets		
1	Cash	0
2	Accounts receivable, net	0
3	Inventories	0
4	Bonds and notes receivable (attach an itemized list)	
5	Corporate stocks (attach an itemized list)	
6	Loans receivable (attach an itemized list)	
7	Other investments (attach an itemized list)	
8	Depreciable and depletable assets (attach an itemized list)	
9	Land	0
10	Other assets (attach an itemized list)	
11	Total Assets (add lines 1 through 10)	0
Liabilities		
12	Accounts payable	
13	Contributions, gifts, grants, etc. payable	
14	Mortgages and notes payable (attach an itemized list)	
15	Other liabilities (attach an itemized list)	
16	Total Liabilities (add lines 12 through 15)	0
Fund Balances or Net Assets		
17	Total fund balances or net assets	
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	0
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a private operating foundation. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. Yes No
- b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Yes No
- 3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. Yes No
- 4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? Yes No
- 5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
- The organization is not a private foundation because it is:
- a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
 - c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

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Part X Public Charity Status (Continued)

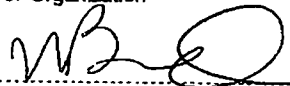
- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Filing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization



(Signature of Officer, Director, Trustee, or other authorized official)

Melissa Bacelar
(Type or print name of signer)

2-22-14
(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).

(i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. _____

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.

(b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

1023472015

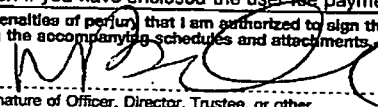
Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$750. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$300. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? Yes No
If "Yes," check the box on line 2 and enclose a user fee payment of \$300 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of \$750 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$300 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$750 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here


(Signature of Officer, Director, Trustee, or other authorized official)

Melissa Bacelar
(Type or print name of signer)

2.22.14
(Date)

President/Director
(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

12/24/2015

ATTACHMENTS TO IRS FORM 1023

Part I – Identification of Applicant

Line 7

Our authorized representative will be Melissa Bacelar, who is the president of The Wylder Foundation, located at 7342 Cantaloupe Ave. Van Nuys, CA 91405. Telephone: (818) 939-1608. Fax: (661) 268-1605.

Line 10

We respectfully request that this organization be excused from filing Form 990 or Form 990EZ because this organization anticipates normally receiving no more than \$50,000 annually. However, the organization will file form 990N until such time as we are required to file form 990.

Part IV – Narrative Description of Your Activities

The Wylder Foundation is a nonprofit corporation organized and operated exclusively for charitable purposes, specifically to rescue dogs from Kill Shelters and rehabilitate them. The Kill Shelters are government funded. We plan to open our Shelter to the public and provide educational awareness and educational programs on the importance of rescuing dogs from shelters. We further our purposes under this program by conducting the following activities:

We will be providing food, water, 24 hour care, vetting, medication and training to these animals.

The officers and directors administer this program on a volunteer basis. This program will commence in early 2014 and will consume 100% of the organization's time. Our program is open to the public and initially, the organization's activities will be advertised through local magazines and social media; and funded through donations from family, friends and the general public. The organization's activities and planning for our program is conducted at our headquarters listed on this Form 1023, 11948 Ventura Blvd. Studio City, CA 90604. Through the successful execution of our program, we further our charitable purposes.

Part V - Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

Line 1a

Name	Title	Mailing Address	Compensation
Melissa Bacelar	President/Director	7342 Cantaloupe Ave. Van Nuys, CA 91405	None
Gail Bacelar	Vice President	9731 Sweetwater Drive Santa Clarita, CA 91390	None
Ellen Levine	Treasurer/Director	3724 Vantage Ave. Studio City, CA 91604	None
Suzanne Browning	Secretary/Director	3912 Carpenter Ct. Studio City, CA 91604	None

Line 2a

Melissa Bacelar is the mother of Gail Bacelar.

Line 3a

Name	Qualifications	Avg. Hours	Duties
Melissa Bacelar	Melissa has been a dog rescuer and advocate for 10 years. She started and successfully ran The Poopie Foundation Education and Rehab center for 5 years and opened the Rescue Retail store Lucky Puppy in 2012.	60 a week	Melissa will be finding the dogs and pulling them from the shelters. She will review adoption applications and make decisions on vetting and final adoptions.
Gail Bacelar	Gail has raised and cared for dogs for over 40 years. In 2010 she began fostering dogs at her home and in 2012 she helped in opening Lucky Puppy the first nonprofit retail/rescue store in Los Angeles.	30 a week	Gail will do the bookkeeping for the foundation and oversee the use of funds.
Ellen Levine	Has been rescuing dogs Fostering and transporting them for 35 years. Has assisted in fund raisers.	30 a week	Ellen will help care for the dogs, transport, do home checks, and fundraising events. Schedule Fundings and organize walks and transportation, also Home checks.
Suzanne Browning	Suzanne has been rescuing dogs for 40 years. A foster, an advocate and a fund raiser Suzanne has served on several boards through the years.	30 a week	Suzanne will perform home checks on potential adopters. She will help bring the homeless animals on to different Media outlets and she will do all of the fundraising. Helping control Volunteers schedules Feeding and walking.

Line 5a

The CONFLICT OF INTEREST policy attached to this application was adopted by the Board of Directors and signed into effect by the Secretary.

Part VIII - Your Specific Activities

Line 4a

Our fundraising activities will include the following:

- Our volunteers will ask for donations through social media.
 - We will be posting pictures of individual dogs on Facebook and asking our supporters for donations for medical care. These donations will be made through our PayPal account or with a check and will be used for vet care, boarding, food and any other needs the dogs may have.
- We will also have annual fundraising parties where we will ask supporters to come and contribute to the 501c 3 so we can continue to save dogs.

Line 4d

Fundraising will primarily, though not exclusively, be conducted in the state of California. Our organization will conduct its own fundraising.

[The remainder of this page intentionally left blank.]

The Wylder Foundation; EIN: 46-4439780

Part IX - Financial Data

Revenue			
	2013	2014	2015
Gifts/Grants/Donations/Contributions	\$666	\$16,000	\$16,000
Sales Income (sale of goods/services)	\$1,000	\$24,000	\$24,000
Fundraising Income	\$208	\$5,000	\$5,000
Total Revenue	\$1,874	\$45,000	\$45,000
Expenses			
	2013	2014	2015
Line 14 - Fundraising Expenses	\$33	\$800	\$800
Line 20 - Occupancy (Rent, Utilities, Etc.)			
For Rent	\$250	\$6,000	\$6,000
Line 22 - Professional Fees	\$83	\$2,000	\$2,000
Line 23 - Other Expenses			
Program Expenses			
For Food For The Dogs	\$417	\$10,000	\$10,000
For Veterinary	\$855	\$20,520	\$20,520
Office Supplies	\$80	\$1,900	\$1,900
Fax	\$35	\$850	\$850
Internet Expense	\$15	\$360	\$360
Delivery & Postage	\$11	\$270	\$270
Printing Costs	\$25	\$600	\$600
Transportation cost(Gas)	\$40	\$1,000	\$1,000
Insurance	\$29	\$700	\$700
Other Expenses Subtotal	\$1,507	\$36,200	\$36,200
Total Expenses	\$1,874	\$45,000	\$45,000
Excess Revenue Over Expenses	\$(0)	\$0	\$0



RECEIVED
Attorney General's Office
APR 22 2015
Registry of
Charitable Trusts

The Wylder Foundation

EID:46.4439780
11948 Ventura Blvd.
Studio City, Ca


4-21-2015

RE: CT-1
CT File Number: App # 1488338

Gentlemen:

Enclosed is registration form CT-1 for the Wylder Foundation, along with our check in the amount of \$2500 for filing fees. I also left the registration fee originally sent, in case you needed.

Very truly yours,



Melissa Bacelar

4-21-2015

12/24/2015

EXHIBIT D

12/24/2015

FIND A PET TO ADOPT

ABOUT PET ADOPTION DOG CARE CAT CARE ALL PET CARE SHELTERS & RESCUES HELPING PETS VIDEOS

Location

Ex: Atlanta, GA or 30303

Type

Any ▾

Breed (See All)

Please select Type first

Age

Any Age ▾

Gender

Any ▾

Find Pets

Winona - ADOPTED!

Dog • Maltese & Poodle Mix • Baby • Female • Small
The Wylder Foundation Studio City, CA

 Print



Share:    

Winona has found a home! You can read Winona's original profile below or view adoptable pets from this adoption group.

ABOUT WINONA

TheWylderFoundation@gmail.com or 818.762.2665

All available dogs can be seen at
Wylder's Holistic Pet Center
11948 Ventura Blvd Studio City, Ca 91604
Parking in Rear

Monday through Saturday 11am to 7pm
Sunday 11am to 4pm

All Dogs are Spay/Neutered, Up to date on shots and microchipped. There is a tax deductible adoption donation of \$600 and you will need to fill out an agreement.

This 8 week old malipoo is a female. She is sweet as can be and looking for a forever home.

MORE ABOUT WINONA

House trained • Spayed/Neutered • Current on vaccinations • Primary Color(s): White or Cream • Coat Length: Long

THE WYLDER FOUNDATION
11948 Ventura Blvd
Studio City, CA 91604

Contact this Organization



Join the
Petfinder
Community

Subscribe to get expert tips and community updates from Petfinder.

SIGN UP

SPECIAL OFFER FOR PETFINDER VISITORS



\$20 OFF
first month's premium

We've got you covered **petfirst**
Pet Insurance

OTHER PETS AT THIS ORGANIZATION

1 of 3 >



Maddox



Ash



Kelby



Austin



Aubrey



Alvin

See all Available Pets >

FIND A PET TO ADOPT

ABOUT PET ADOPTION DOG CARE CAT CARE ALL PET CARE SHELTERS & RESCUES HELPING PETS VIDEOS

Location

Ex: Atlanta, GA or 30303

Type

Any

Breed (See All)

Please select Type first

Age

Any Age

Gender

Any

Find Pets

Hermes - ADOPTED!

Dog • Schnauzer • Baby • Male • Small
The Wylder Foundation Studio City, CA



 Print

Finding forever homes for every pet

Join the Petfinder community and subscribe today.

SIGN UP

SPECIAL OFFER FOR PETFINDER VISITORS

\$20 OFF
first month's premium

We've got you covered **petfirst** Pet Insurance

OTHER PETS AT THIS ORGANIZATION

1 of 3 >



Maddox



Ash



Kelby



Austin



Aubrey



Alvin

Share:    

Hermes has found a home! You can read Hermes's original profile below or view adoptable pets from this adoption group.

ABOUT HERMES

TheWylderFoundation@gmail.com or 818.762.2665

All available dogs can be seen at
Wylder's Holistic Pet Center
11948 Ventura Blvd Studio City, Ca 91604
Parking in Rear

Monday through Saturday 11am to 7pm
Sunday 11am to 4pm

All Dogs are Spay/Neutered, Up to date on shots and microchipped. There is a tax deductible adoption donation of \$600 and you will need to fill out an agreement.

MORE ABOUT HERMES

House trained • Spayed/Neutered • Current on vaccinations • Primary Color(s): Gray, Blue or Silver • Coat Length: Medium

THE WYLDER FOUNDATION

11948 Ventura Blvd
Studio City, CA 91604

Contact this Organization

See all Available Pets >

FIND A PET TO ADOPT

ABOUT PET ADOPTION DOG CARE CAT CARE ALL PET CARE SHELTERS & RESCUES HELPING PETS VIDEOS

Location

Ex Atlanta, GA or 30303

Type

Any 

Breed (See All)

Please select Type first

Age

Any Age 

Gender

Any 

Find Pets

Apollo - ADOPTED!

Dog • Schnauzer • Baby • Male • Small
The Wylder Foundation Studio City, CA

 Print



FINDING FOREVER HOMES FOR EVERY PET



SPECIAL OFFER FOR PETFINDER VISITORS



Share:    

Apollo has found a home! You can read Apollo's original profile below or view adoptable pets from this adoption group.

ABOUT APOLLO

TheWylderFoundation@gmail.com or 818.762.2665

All available dogs can be seen at
Wylder's Holistic Pet Center
11948 Ventura Blvd Studio City, Ca 91604
Parking in Rear

Monday through Saturday 11am to 7pm
Sunday 11am to 4pm

All Dogs are Spay/Neutered, Up to date on shots and microchipped. There is a tax deductible adoption donation of \$600 and you will need to fill out an agreement.

1
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12

MORE ABOUT APOLLO

House trained • Spayed/Neutered • Current on vaccinations • Primary Color(s): Gray, Blue or Silver • Coat Length: Medium

THE WYLDER FOUNDATION

11948 Ventura Blvd
Studio City, CA 91604

Contact this Organization

OTHER PETS AT THIS ORGANIZATION

1 of 3 



Maddox



Ash



Kelby



Austin



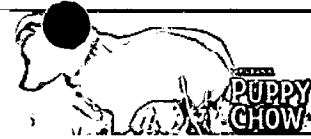
Aubrey



Alvin

See all Available Pets 

FROM THEIR FIRST BITE TO ROLLING OVER
 HELP THEM GROW UP RIGHT AT PUPPYHOOD.COM



Petfinder

Home of 293,338 adoptable pets from 12,038 adoption groups.

FOLLOW US



Sign In

FIND A PET TO ADOPT

ABOUT PET ADOPTION

DOG CARE

CAT CARE

ALL PET CARE

SHELTERS & RESCUES

HELPING PETS

VIDEOS

Location

Ex: Atlanta, GA or 30303

Type

Any

Breed()

Please select Type first

Age

Any Age

Gender

Any

Find Pets

366 ADOPTED PETS FROM THE WYLDER FOUNDATION

Return to search results

Previous

21 of 366



Next

Simon, Peter and Paul - ADOPTED!

Dog • Saint Bernard St. Bernard & Labrador Retriever Mix • Baby • Male • Large
 The Wylder Foundation Studio City , CA

Print



Share:

Simon, Peter and Paul has found a home! You can read Simon, Peter and Paul's original profile below or view adoptable pets from this adoption group.

ABOUT SIMON, PETER AND PAUL

TheWylderFoundation@gmail.com or 818.762.2665

All available dogs can be seen at
 Wylder's Holistic Pet Center
 11948 Ventura Blvd Studio City, Ca 91604
 Parking in Rear

Monday through Saturday 11am to 7pm
 Sunday 11am to 4pm

All Dogs will be Spay/Neutered, Up to date on shots and microchipped. There is a tax deductible adoption donation of \$600 and you will need to fill out an agreement.

These babies are 8 weeks old and sweet fluffy balls of joy. They are about 6lbs now and they are all boys. Each has their first round of shots and have been dewormed. We have started to crate train them as well!

THE WYLDER FOUNDATION
 11948 Ventura Blvd
 Studio City , CA 91604

Contact this Organization



SPECIAL OFFER FOR PETFINDER VISITORS

\$20 OFF
 first month's premium

We've got you covered **petfirst** Pet Insurance

OTHER PETS AT THIS ORGANIZATION

1 of 2



Austin



Percy



Addison



Bailey

EXHIBIT E

12 / 24 / 2015

From: Gail Bacelar <wyldersholisticpetcenter@gmail.com>
 To: Cathy Green <cathyogreen@aol.com>
 Subject: Re: Urgent matter, please respond ASAP
 Date: Sun, Sep 6, 2015 8:27 pm

Hi Cathy, I am just so sorry this is happening. You have been through so much and adopting a puppy should only bring joy to your family. This is a horrible situation. Parvovirus takes up to ten days and as little as 3 to show up in a puppy and we take every precaution we can with our pups. In 11 years of rescuing and rehabilitating dogs this is the first time a dog that I have adopted out has come down with parvo. When you adopted her she was playful, eating, had solid poop and was truly in every way a healthy puppy. I would never adopt out a puppy I thought may be ill. We hold the puppies for ten days before we adopt them out but with such a highly contagious disease at anytime they can be infected. We do not let the puppies go near our older dogs in case they are carriers and we do not let people touch them without sanitizing. I am praying that she pulls through at the vet and will live a long happy life. We are a rescue and we take 100's of dogs from horrible situations and we do everything in our power to save them and find them wonderful homes. There was no neglect on our part just a very unfortunate disease that a puppy can catch by being let outside or even interacting with a dog that has been outside.

I am happy to speak to your vet who can call me on my cell phone since I am not going to be in tomorrow. My cell number is 818-939-1608. I have also contacted the companies that sell the dog food that you bought to see if they have heard of any cases of virus or illness from anyone drinking their products. These are all FDA approved products made in the USA following all legal guidelines. I would not ever recommend any person drink the milk. Although all of the foods we sell are human grade they are dog products. I may have said my son drinks raw goats milk but I would not recommend it to someone. Again I am extremely sorry and I will email you as soon as I hear from Jacqueline at Answers Pet Food. I hope the puppy is ok, as well as your dog and son. Please keep us posted. Melissa

On Sun, Sep 6, 2015 at 5:20 PM, Cathy Green <cathyogreen@aol.com> wrote:
 Melissa:

I contacted the credit card company just now and advised them that The Wylder Foundation sold me a diseased dog on August 30, 2015. Since the symptoms of Parvovirus take up to 10 days, demand is hereby made that The Wylder Foundation refund my contribution in its entirety. Secondly, as a result of this gross over sight, I have incurred veterinarian expenses in the thousands of dollars and would like the foundation to assist with those expenses. Not only is the puppy sick, she infected our other dog which resulted in over 500 dollars in veterinary bills. At this time the puppy is expected to be in urgent care for a minimum of three days, if she makes it through the night. There is no way we can afford these bills, nor did we adopt this puppy with the intent of being liable for medical expenses due to your foundations neglect.

Lastly, some raw food products were purchased from your store which made my other dog ill and per your recommendation I allowed my son to taste this raw goats milk and now he is ill. I have made many calls to you with this information and at no time have you offered anything. In our brief calls, your foundation has refused to take any responsibility for this matter. Not only is our new puppy's life at stake, all the other puppies you held with her are most likely infected. Our vet has advised us to report this matter to the better business bureau, as well as the CDC and the licensing board. Our vet is willing to speak with you at any time regarding these issues, as well as supporting the assertions contained in this email. Please contact me so we can resolve these issues, as they are extremely urgent.

12/24/2015

Wylder's
 Holistic Pet Center & Rescue

<https://mail201.com/webmail-std/en-us/PlainMessage>

EXHIBIT F

12/24/2015

From: Store <wyldersholisticpetcenter@gmail.com>
To: Cathy Green <cathygogreen@aol.com>
Subject: Re: Urgent matter, please respond ASAP
Date: Wed, Sep 9, 2015 8:28 pm

Cathy. I just finished our meeting. I'm very sorry this happened. I know how devastating it is. We are going to refund you the \$600 you donated for the puppy. I will refund it this evening. Melissa

Please ignore the spelling I'm sending this note from my iPhone

On Sep 9, 2015, at 8:13 PM, Cathy Green <cathygogreen@aol.com> wrote:

Melissa:

We need to talk!

Cathy

Sent from my iPad

On Sep 9, 2015, at 5:15 PM, "Wylders Holistic Pet Center." <wyldersholisticpetcenter@gmail.com> wrote:

Oh my god Cathy I'm so sorry.

Sent from the mind of a genius on an iPad

On Sep 9, 2015, at 4:36 PM, Cathy Green <cathygogreen@aol.com> wrote:

Melissa:

The puppy you sold just died. We need to talk!

Cathy

Sent from my iPhone

On Sep 9, 2015, at 3:54 PM, Wylders Holistic Pet Center.
<wyldersholisticpetcenter@gmail.com> wrote:

Hi Cathy. We are taking you seriously as well. I have called your vet and not heard back. I have talked to the people at answers to make sure they were taking care of you. We have been rescuing dogs for 11 years and we have never had this issue before. When the puppy left she was healthy and eating or we would not have let her go. We are very sorry you are going through this but we cannot take care of medical bills once dogs are no longer ours.

We will however be happy to take care of any further medical bills if you would like to return the puppy. We would need you to sign a transfer of ownership and then you can bring her to our vet. We are doing the best we can Cathy. We are a very small rescue and we are completely self funded. In 11 years no one has made any

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EXHIBIT G

12/24/2015

From: Gail Bacelar <wyldersholisticpetcenter@gmail.com>
To: cathyogreen <cathyogreen@aol.com>
Subject: REMINDER: Your Dog is Due for their Booster Shots 9/13/15
Date: Thu, Sep 10, 2015 11:16 am

Greetings,
Your dog is due for their shots!
1) DHPP: 9/13/14 (\$15)

Come to Wylder's for your vaccination needs! We provide very low cost DHPP and Bordetella shots to our adopters. Once you receive an email reminder you can come in and get your pet's shots. Call us at (818) 762-2665 to schedule your appointment.

Wylder's
Holistic Pet Center & Rescue
13948 Ventura Blvd., Studio City, Ca. 91604
818-762-2665 Fax: 661-268-1605

Don't forget, we also offer delivery to the majority of Los Angeles & Santa Clarita County's! Call (818) 762-2665 to place your order.

9 / 2 / 2 0 1 5

EXHIBIT H

1 2 / 2 4 / 2 0 1 5

I'm just really stumped. T

Vet said no chance it came from my house. He had it prior. So why only him. Totally stumped.

Right. He prob got it from breeder?? I guess. Or maybe one of the dogs at the store was a carrier? But why just him

I have no freaking clue. And he was with you for 7 days before I adopted. Other puppies would be sick too.

Maybe breeder vaccinated to get rid of them fast, lied about their age, and it didn't take on Kobi.

There are 5 other litter mates he didn't bring to you.

Maybe they were sick.

Right. I have no idea where they



iMessage



12/24/2015

EXHIBIT I

1 2 / 2 4 / 2 0 1 5

< Messages

(818) 939-████████

Details

It's likely we are going to lose him

Omg I can't believe this. Please send a picture so I can help you pay for this

I just raced to where Jonathan was surfing. Double parked the car and ran to the water waiving like a freak. We threw his surfboard in my car and are heading there now.



iMessage



12/24/2015

< Messages

(818) 939-████████

Details

I'm going to do a write up tonight

I will post and ask for donations

We are going to lose him. I just walked through the door and the doctor called. His blood pressure dropped, his breathing is labored and discharge is coming out his nose.

Oh no Kimberly.

This is horrible

This is worse than horrible. It's my most feared nightmare after having lost Sasha less than 2 months ago. I've depleted my entire rescue fund I use to foster and donate and I now have to either euthanize, let him arrest bc his body can't take the treatment or remove care and have him die naturally.

12 / 24 / 2015



iMessage



Yes. Beverly I guess. Walter will be fine. This cannot happen. No one else is sick! My vet is a tenth of this cost and he's never lost one of my puppies.

He threw up once and you will get him on iv today

Still on hold.

I don't know what this hospital costs. I paid a \$1300 deposit. Haven't gotten final bill. ER was \$1600.

My vet charges is \$750 for any parvo stays. For length of stay but he is in panorama city.

Just spoke to Beverly.

All set for Walter to be discounted.

Please let me know what's happening.



iMessage



12 / 24 / 2015

< Messages

(818) 939-████████

Details

This is worse than horrible. It's my most feared nightmare after having lost Sasha less than 2 months ago. I've depleted my entire rescue fund I use to foster and donate and I now have to either euthanize, let him arrest bc his body can't take the treatment or remove care and have him die naturally.

Omg kim. I'm going to get you donations.

This is awful I don't understand

We have to get donations to cover this cost. I don't want my rescue efforts to stop bc there's no money to do it. I've fostered 5 dogs in the last 6 months and always cover the cost for their care as my way of supporting the rescue organizations. Not only will we lose Kobi but I will lose my ability to help. My heart is so broken right now.



iMessage



12/24/2015

← Messages

(818) 939- [REDACTED]

Details



I'm going to do a write up tonight

I will post and ask for donations

We are going to lose him. I just walked through the door and the doctor called. His blood pressure dropped, his breathing is labored and discharge is



iMessage



12 / 24 / 2015

< Messages (818) 939- [REDACTED]

Details

Yes. I just can't figure out where kobi got it when no one else does. Walter caught from kobi. I just pray that he will be treated and survive. He has only been sick for a few hours.

I'm keeping an eye on everyone else

They said that they can't be certain he got it from Kobi

His levels show he is stronger than Kobi so that may be why there was a delay

Yes.

They were in 2 separate rooms and we changed our clothes when touching Kobi, sprayed ourselves with bleach and wore gloves.

This has been a huge ordeal



iMessage



12/24/2015

< Messages (818) 939-████████

Details

Also when Kobi was diagnosed, Walter was also being treated with tamiflu, clavimox, and metrodoxinale. So that might have fought the virus which led to the delay.

I think that we need to sit down with the board and discuss this situation. I can't possibly do all this on my own having adopted these dogs 11 days ago. I don't have any more money for it.

I had \$5k in cash and it's gone.

I am collecting donations now. We are going to help you with this of course. Just get Walter better.


Email me the bills so I can post a go fund me.

I'm not leaving you in the dark here just juggling a million things. I'm here



iMessage



< Messages (818) 939-

Details

I get it.

I feel horrible

Emotionally this is something that I will need to heal on my own. But financially it's something I'm going to need help with. I've been very involved in rescue for the past 4 years and usually this becomes the rescues burden. I'm willing to do all the leg work and see the awfulness of this first hand. But I need the financial help. Jon and I have gone back and forth on this and have spoken to the Vets about timing etc. we just need you to help raise the funds. Walters estimate is \$1500-2500 for 3 days.

We will get it. It just may take a bit. I'm setting up a go fund me. Just save Walter.

Thu, Sep 10, 4:26 PM



iMessage



12/24/2015

Messages

(818) 939- [REDACTED]

Details



He looks good

This is just the beginning. Kobi
looked like that day 2.

Fri, Sep 11, 6:13 PM

I'm going to PayPal \$250 to the
you caring now and I'll start
sharing when I get home

Shoot can't use PayPal. I'll just
keep collecting and figure out
how to get it in there



iMessage



12 / 24 / 2015

← Messages (818) 939- [REDACTED]

Details

I know. It will happen. My vet lets me pay little by little so I'm not too worried

I want to get your bill covered first

i think it will happen.

it is looking good so far

did you talk to the board about the adoption fees?

No two of them are out of town till next week. But I figure we will Collect enough donations to cover all. The adoption fees just go towards our vet bills anyway

Ummm, I don't exactly feel comfortable with that. The adoption fee that was paid included neuter, which Kobi will not need. He was never vetted by Wylder. I cannot in good conscience tell people that I

1 2 / 2 4 / 2 0 1 5



iMessage



< Messages

(818) 939-██████

Details

I'm praying that he gets better

have you collected more donations?

They are coming in slowly am reposting daily.

We will get there. And we were planing a grand opening/ fundraiser in October. So worst case we will get the rest them.

Then

if the hospital demands more money i don't have it.

i took out a \$3500 care credit for Walter. that is all that i have.

i can't use my business to fund this. and i'm behind 37 hours from last week. i am FREAKING out.



iMessage



12/24/2015

← Messages

(818) 939-████████

Details

i took out a \$3500 care credit for Walter. that is all that i have.

i can't use my business to fund this. and i'm behind 37 hours from last week. i am FREAKING out.

maybe we should go ahead and refund the adoption for both dogs. then i can use that to front the costs for walter. i cannot put this dog down b/c of money. i am seriously an emotonal freaking wreck over this.

my paypal is [kimberly████████.com](mailto:kimberly████████@com)

Sun, Sep 13, 9:19 PM

I just got home. Will send a thousand in a few minutes. I read the update. Glad he is doing a bit better.

Tue, Sep 15, 2:33 PM



iMessage



12 / 24 / 2015

EXHIBIT J

12/24/2015



Melissa R. Bacelar with Rebecca Wells Windinwood and 7 others

September 9 · 🌐

Please help us. This is urgent! This little tiny baby was bred in a backyard and dumped when sick. He is now not even 7 weeks old and fighting for his life. His vet bill is \$5400 as of right now. He has needed blood transfusions, ivs and can barely move. Please donate. Even \$5 helps PayPal thewylderfoundation@gmail.com it is tax deductible and can save Kobys life



18 Likes 11 Comments 16 Shares

👍 Like

💬 Comment

➦ Share

12/24/2015



Melissa R. Bacelar

September 10 · 🌐

Anna Spheeris Fox Alison Eastwood Allison Elise Crane Emily Watson Allison Caryn Gorzo Rebecca Wells Windinwood Please share for me.



Click here to support Saving Puppies Medical Fund by Melissa R. Bacelar

A few weeks ago we got a call that 4 little puppies were being kept in a yard in the sun with no shelter and no water. We quickly said we would take them and after a day of...

WWW.GOFUNDME.COM

5 Likes 2 Shares

Like

Comment

Share

12 / 24 / 2015



Melissa R. Bacelar shared her photo.

September 10 · 🌐

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See More

3 Likes 4 Comments

👍 Like

💬 Comment

➦ Share

12/24/2015

Breeder dumps sick puppies! Help!



2

STUDIO CITY, CA

\$45 of \$8,500

Raised by 3 people in 1 month

Donate Now

SHARE ON FACEBOOK

26 TOTAL SHARES

SHARE

26

TWEET

0



Created September 10, 2015

Melissa R. Bacelar

UPDATE #1

1 MONTH AGO

3 DONATIONS

RECENT

Be the first to like this update

Walter, one of the pups is doing better today! We are not out of the woods yet and still need prayers! Please keep sharing for donations we have a tough road ahead..

\$10

Anonymous

7 days ago (Monthly Donation)

\$25

Erica Braun

1 month ago

\$10

Anonymous

1 month ago (Monthly Donation)

1-3 of 3 donations

Search Help Start a Fundraiser

SHARE

TWEET

DONATE

1272471015



Walter feeling a bit better



look at those eyes.

[Subscribe to Updates](#)

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[TWEET](#)

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Back yard breeders dumped these very ill puppies on a rescue and we need help to save them. Their lives have started off horribly but lets change that. A few weeks ago we got a call that 4 little puppies were being kept in a yard in the sun with no shelter and no water. We quickly said we would take them and after a day of resting we had 4 bouncy puppies.. Now we have two of them who are fighting for their lives. With virtually no immune systems these puppies are being kept alive by blood transfusions, IV and prayers. We have faith that they will make it but we cannot do this alone. They are being cared for at Socal Vet Hospital in Irvine and their vet bills are climbing. If each of you can give just \$5 these 7 week old puppies may make it! Please donate. We are a 501c 3 charity



Melissa R. Bacelar

September 11 · GoFundMe ·

Update. Walter is feeling a little bit better. But we still have a long road ahead. This is why backyard breeders need to be stopped. These poor puppies do not deserve to live their first weeks of life with tubes jammed in them. Please share.



**Click here to support Breeder dumps sick puppies! Help!
by Melissa R. Bacelar**

Back yard breeders dumped these very ill puppies on a rescue and we need help to save them. Their lives have started off horribly but lets change that. A few weeks...

GOFUNDME.COM

2 Likes 1 Comment

Like

Comment

Share

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EXHIBIT J

10/24/2015



Melissa R. Bacelar with Rebecca Wells Windinwood and 7 others

September 9 · 🌐

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18 Likes 11 Comments 16 Shares

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10/24/2015



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WWW.GOFUNDME.COM

5 Likes 2 Shares

👍 Like

💬 Comment

➦ Share

12 / 24 / 2015



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September 10 · 🌐

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Melissa R. Bacelar with Rebecca Wells Windinwood and 7 others

September 9 · 🌐

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[See More](#)

3 Likes 4 Comments

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12 / 24 / 2015

Breeder dumps sick puppies! Help!



2

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0



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Erica Braun

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Anonymous

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1-3 of 3 donations

Search Help Start a Fundraiser

SHARE

TWEET

DONATE

12/24/15



Walter feeling a bit better.



look at those eyes

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Melissa R. Bacelar

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GOFUNDME.COM

2 Likes 1 Comment

👍 Like

💬 Comment

➦ Share

12 / 24 / 2015

EXHIBIT K

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← Messages (818) 939-████████

Details

We actually incur a ton of costs for every puppy we take in. Besides food, pee pads ect. We pay a foster to watch them nightly and a transporter to take them back and forth. We have a store so we are completely

different from other rescues. We also do "reimburse" the people who drop them off. They always lie to us but once they get here we want the puppies so if they ask us for money we give it to them. Anyway, this is just what we do and the list goes on and on. Most rescues could not do the volume that we do. We pull

20 dogs a week from kill shelters. Those vet bills are astronomical. We fund it with the adoption fees. I will talk to the board next week. Please let me know how Walter is. A few more donations came in today for him :)

Sat, Sep 12, 11:41 AM



iMessage



12/24/2015

EXHIBIT L

12/24/2015

← Messages

(818) 939-████████

Details

Walter died

Omg this is horrible. I'm so sorry. So sorry

You really should be. This was preventable.

I agree I have there sister here right now buying food. And their brother was in yesterday. I'm really not sure how they would have gotten sick

Because you haven't spent the last 2 weeks talking to doctors. None of them are surprised. All it took was one person holding them, or just them being on the floor of your store, or with a transporter, or at the home where they spent each night and just a tiny bit of infection for these less than 8 week old 1 pound 9 oz babies who still tried to nurse and didn't have teeth.



iMessage



12 / 24 / 2015

1 Kimberly A. Wright, Esq. (SBN 265899)
2 **Law Office of Kimberly A. Wright**
3 120 Tustin Ave., Suite C-1033
4 Newport Beach, CA 92663
5 T: 424-645-0140; F: 424-645-0745
6 kaw@kawlawfirm.com

7 Attorney for Plaintiff, Cathy Green, et al.

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10 **CENTRAL DISTRICT - STANLEY MOSK COURTHOUSE**

11 CATHY GREEN, an individual, individually
12 and on behalf of the public; JONATHAN
13 FAIRBANKS, an individual, individually and
14 on behalf of the public; KIMBERLY WRIGHT,
15 an individual, individually and on behalf of the
16 public; and KRISTINA WARNER, an
17 individual, individually and on behalf of the
18 public,

19 **PLAINTIFFS,**

20 vs.

21 MELISSA BACELAR, an individual; GAIL
22 BACELAR, an individual; THE WYLDER
23 FOUNDATION, a California nonprofit public
24 benefit corporation; WYLDER'S SWEET
25 SHOP, LLC, California corporation *dba*
26 WYLDER'S PET CENTER & RESCUE;
27 WYLDER'S HOLISTIC PET CENTER, INC.,
28 a Delaware corporation *dba* THE WAGMOR
LUXURY PET HOTEL & SPA; and DOES 1-
15, Inclusive.

Defendants.

Case No.: BC598098

Complaint Filed: 10/20/15
Assigned to Judge: Hon. Michael Johnson
Dept.: 56

PROOF OF SERVICE

10/24/2015

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 120 TUSTIN AVE., STE C-1033, NEWPORT BEACH, CA 92663.

On December 22, 2015, I served the foregoing documents described as

VERIFIED SECOND AMENDED COMPLAINT

on the interested parties in this action:

By electronic service. Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the following person at the electronic service address listed below:

Mr. Kevin Hughes
Tisdale & Nicholson, LLP
khughes@t-nlaw.com
Counsel for Defendants

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


KIMBERLY A. WRIGHT

12/24/2015