

RAINESFELDMAN

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May 24, 2022

VIA EMAIL & CERTIFIED MAIL – RETURN RECEIPT REQUESTED

[REDACTED]

[REDACTED]

Re: **The Wagmor vs.** [REDACTED]

Dear Ms. [REDACTED]

If you have litigation counsel, please advise so that further communications can be addressed accordingly.

This office represents Wylder’s Holistic Pet Center Inc., dba The Wagmor (“Wagmor”), Wagmor Pets, a non-profit pet rescue and adoption center (“Wagmor Rescue”), and Melissa Bacelar. The Wagmor and Wagmor Rescue are collectively referred to herein as “The Wagmor.” This email concerns your [REDACTED] intentional and/or reckless acts of defamation and trade libel, which have substantially damaged The Wagmor and Ms. Bacelar.

In view of the serious harm you have caused our client, demand is made that you immediately cease and desist from any further false and defamatory statements, and further that you immediately post a retraction on all social media and other public forums and publications where your false and defamatory posts have not already been taken down.

We are advised of the following facts:

- On April 24, 2022, you both adopted from the The Wagmor a puppy that you named Kali.
- On May 5, 2022, you contacted The Wagmor to state that Kali appeared to have congestion issues. At that time, the Wagmor set up an appointment for the following morning for with Dr. A. Singh of the Somis Veterinary Hospital to examine the puppy.
- On May 6, 2022, you took Kali to Somis Veterinary Hospital where they conducted a blood test and Polymerase Chain Reaction (PCR) exam on Kali. Dr. Singh stated to you that he would email the test results as soon as they came back.
- On the next day, May 7, 2022, ██████████ telephoned Somis Veterinary Hospital and, after she was told that the test results were not back yet, Ms. ██████████ screamed threats over the phone to personnel, stating that she would file a lawsuit because the test results were not back yet. At that time, Dr. Singh told Ms. ██████████ he would reimburse her for the cost of the examinations and requested that she not come back to the Somis Veterinary Hospital again.
- On the same date, the Wagmor offered Ms. ██████████ to set up an appointment for Kali at the nearby Beverly Oaks Animal Hospital in Sherman Oaks. Ms. ██████████ angrily refused the offer.
- On May 18, 2022, Ms. ██████████ continuously texted the medical coordinator and adoption coordinator at The Wagmor with further hostile threats stating, among other things, that she would “take you down.”
- On May 19, Ms. ██████████ sent a text to The Wagmor with links to videos of Kali suffering, apparently without medical care.
- On May 19, 2022, Ms. ██████████ and Mr. ██████████ posted on Instagram false and defamatory statements (“Instagram Defamation”) to the effect that The Wagmor intentionally gave Ms. ██████████ and Mr. ██████████ an ill dog. Attached hereto is a true and correct copy of the Instagram Defamation.
- On the same date, Ms. ██████████ posted on Instagram and TikTok an article from the website www.citywatchla.com that Ms. ██████████ or others at her direction doctored in order to falsely make it appear that criminal charges were made against Ms. Bacelar, which is a defamatory and damaging statement falsely linking Ms. Bacelar to the article from August 28, 2017, about another animal rescue facility called Lucky Puppy (“2017 Article”). The 2017 Article was entitled: “Lucky Puppy Rescue in LA Found Guilty of Animal Abuse, Neglect Charges - Did the 'System' Betray Her?”
- On the same date, Ms. Bacelar contacted Ken Draper, editor of City Watch, to cite the misinformation linking her to the prosecution of Lucky Puppy. Mr.

Draper responded with a confirmation that the post had been taken down from City Watch.

- However, Ms. [REDACTED] and others under her influence (e.g. social media followers) continued to post false associations between the Lucky Puppy prosecution and The Wagmor and/or Ms. Bacelar.
- Neither The Wagmor nor Ms. Bacelar has never been prosecuted or charged with animal abuse or neglect.
- In or about 2012, during a few month period, Ms. Bacelar co-founded the Lucky Puppy facility, but in 2013, Ms. Bacelar completely removed herself from that company, and has had no involvement with it since. Although in 2017, Ms. Bacelar had absolutely nothing to do with Lucky Puppy, that did not stop Ms. [REDACTED] from maliciously piling on defamatory accusations and associations involving Ms. Bacelar and The Wagmor.

With particularity, the Instagram Defamation contains, among others, the following false and defamatory statements concerning Ms. Bacelar and The Wagmor:

- Ms. [REDACTED] puppy's death was "a direct result of Wagmor Pets in Studio City. Long story short, they continue to withhold any medical history/protocols with the puppies and dogs they claim to rescue, do not follow proper medical quarantine requirements, and use social media to scam and post sick puppies to gain donations while simultaneously letting them die. This is a SICK and TWISTED business, NOT A RESCUE."
- "@wagmorpets is Melissa R. Bacelar's 4th business venture, being charged in 2017 for animal abuse and neglect, we discovered."
- "60 animals were removed from her custody."
- Ms. Bacelar "has been sued time and time again for this negligence, letting innocent animals die by not taking proper precautions and safety protocols."
- "WAGMOR KNOWS THEY ARE INFECTED, yet they CONTINUE to ignore safety protocols."
- "The conditions at this shelter are also horrific."
- "All of the puppies are in one cold room, eating each other's feces and urine, and sleeping on the floor; unbeknownst to us, also horribly sick."

Each and every one of these statements is patently and provably false, reckless, and extremely damaging to our client's business. The Wagmor strictly follows all health

and safety protocols, does not use social media to scam anyone, and takes all appropriate measures to ensure the safety and health of the animals under its care. Our client's business has been honored to receive excellent and favorable reviews and publicity for its well-respected animal care and rescue operations, including in a recent (March 23, 2022) appearance on the Ellen DeGeneres show.

In order to assess whether and to what extent you may be liable for disseminating such false rumors, you must **agree in writing** to each of the following demands **within twenty-four (24) hours** of the time you first see this letter:

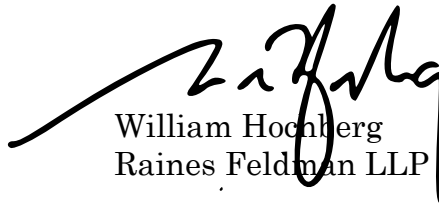
1. **Immediately** cease and desist from further stating anything about our clients that is in any way false, derogatory or defamatory in any medium of communication – whether verbally (including, without limitation, conversations by telephone, via FaceTime or Skype, or in-person), in print, or electronically (including, without limitation, on any social media platforms, in DM or text messages, by email, in comments on electronically posted articles, or on any websites);
2. **Immediately** retract, delete and remove any and all of your false publications that you have posted on social media platforms and/or disseminated by any other distribution channels, and provide a statement detailing such corrective measures; and
3. **Immediately** provide this office with a proposed statement of apology that, if approved by our client, will be posted on Twitter and/or any other social media platform that has disseminated your false publications.

All of the information and documents requested above must be sent to us at the following email address: wochberg@raineslaw.com. **Your failure to comply with the request may trigger immediate and appropriate legal action against you and others without further notice. If you require our client to proceed with litigation regarding your unlawful acts, our client will seek payment by you of compensatory damages, punitive damages and an order that you pay our client's legal fees.**

Ms. [REDACTED]
May 24, 2022
Page 5

This letter is not intended and should not be construed as a complete expression of our client's factual or legal positions with respect to the matters discussed above. Nothing contained in or omitted from this letter should be construed as a waiver, relinquishment or limitation upon any of our client's legal or equitable rights and/or remedies, all of which are hereby expressly reserved.

Very truly yours,



William Hochberg
Raines Feldman LLP

cc:
Melissa Bacelar
Lauren Katunich, Esq.

EXHIBIT 4



ADMINISTRATIVE CITATION - OFFICIAL NOTICE

Cite No: DAS#0075838 Activity #: 22-10682 Date: 8/20/22 Time: 1230 AM (PM)

Location of Violation: [REDACTED]

Person Cited: [REDACTED] Owner / Tenant / Other: _____
(First, Middle, Last)

Address of Person Cited: SAME
Street Address Suite/Apt. No. City State Zip Code

ID Type: _____ No.: _____ Expires: _____ DOB: _____

Phone - Home: () _____ Bus: () _____ Ext: _____ Alt: () _____

Person Served (if different from above): SAME Tenant / Other: _____
(First, Middle, Last)

I observed/heard: ONE SHEPHERD MIX TYPE DOG NAME IS HERON

The fine for **EACH** violation listed below is: **WARNING ONLY** - (No fine, if checked)
 \$100 FINE 1st Citation \$250 FINE 2nd Citation \$500 FINE 3rd Citation \$1,000 FINE 4th/additional Citation

LAMC Section:	Violation Description:	Remedy:
<input type="checkbox"/> 53.15(e)	Dog License	Must obtain a current active City of Los Angeles Dog License.
<input type="checkbox"/> 53.24	Rabies/Cert	Must provide a current rabies certificate.
<input type="checkbox"/> 53.15.2(b)(2)	Intact	Must provide proof of exemption or proof of sterilization.

<u>597 PL</u>	<u>ANIMAL CRUELTY</u>	<u>CONTACT SHELTER MARKED BELOW IMMEDIATELY YOU MAY BE FACING CRIMINAL CHARGES.</u>
		<u>EMAIL: ANI, LLA FIELD@LACITY.ORG</u>

If this box is checked, see continuation page included with this page.

***FINE TOTAL:** \$ — (See reverse side for payment instructions and how to contest Citation).
 * If this box is checked, the fine will be waived if ALL violations have been corrected by the date below:
ALL VIOLATIONS ARE TO BE CORRECTED BY: IMMEDIATELY
(Must provide proof that the violation has been corrected on or before the correction date listed above)
 Removal of Animal(s) does not waive fines.

Signature (Acknowledging Receipt): UNAVAILABLE Date: 8/20/22
LAAS Issuer: DINH ID# 040

NOTE: For questions, or to show REQUIRED proof of compliance, please contact: (310) 207-3156

- North Central Shelter 3201 Lacy Street, L.A. 90031
- So. L.A. Chesterfield Sq. 1850 W. 60th St., L.A. 90047
- Harbor Shelter 957 N. Gaffey St., San Pedro 90731
- East Valley Shelter 14409 Vanowen St., Van Nuys 91405
- West Valley Shelter 20655 Plummer St., Chatsworth 91311
- West L.A. Shelter 11361 W. Pico Blvd., L.A. 90064

PLEASE READ REVERSE SIDE AND ANY ATTACHMENTS FOR IMPORTANT INFORMATION

PERSONALLY SERVED (Issued) POSTED MAILED (Date Mailed: _____)
White: File Copy Yellow: Violator's Copy



Susan Botta <susan.botta@lacity.org>

Fwd: Urgent matter animal abuse neglect

Thu, May 19, 2022 at 10:07 AM

Felix Lopez <felix.lopez@lacity.org>
To: Susan Botta <susan.botta@lacity.org>

Hello Lt. Botta,

We received this complaint from a rescue.

Thank you

----- Forwarded message -----

From: **Diana Guzman** <diana.guzman@lacity.org>
Date: Thu, May 19, 2022 at 10:00 AM
Subject: Fwd: Urgent matter animal abuse neglect
To: Felix Lopez <felix.lopez@lacity.org>

Thank you,

Diana Guzman
Lifesaving Liaison
Los Angeles Animal Services
1850 W. 60th St. Los Angeles, CA 90047
W: (213) 264-8996
E: diana.guzman@lacity.org

Follow us on social media:



-----Confidentiality Notice-----

This electronic message transmission (including any attachments) may contain confidential, privileged, or non-public information from the City of Los Angeles, Department of Animal Services. If you are not the intended recipient, be aware that any disclosure, copying, distribution, dissemination or use of the content of this information is prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by e-mail and delete the original message and any attachment without reading or saving in any manner.

----- Forwarded message -----

From: **Brittney** [REDACTED]
Date: Thu, May 19, 2022 at 9:40 AM
Subject: Urgent matter animal abuse neglect
To: Demetrio G [REDACTED], Diana Guzman <diana.guzman@lacity.org>, Matthew Spease <Matthew.Spease@lacity.org>, Melissa Bacelar [REDACTED], Raneshia McCruter <Raneshia.McCruter@lacity.org>

Hello i am hoping you guys can help me.
This is Brittney Delacruz from Wagmor.
I have an extremely urgent matter of animal abuse / neglect of one of our adopted puppies.
The puppys name was Heron adopted april 24 by Nathan Alfano
[REDACTED]
They contacted us may 5th and said the puppy was coughing.
We paid for the puppy to go to the vet and it turned out she had distemper.

May 7th i offered to hospitalize the puppy all expenses paid by the rescue. They never showed up at the vet drop off for 10:30 am

They blew me off and then later wrote me on may 10th with a bunch of crazy stuff.

On the 10th i again offered to hospitalize the puppy and pay all medical bills.

They blew me off and never responded until last night they sent videos to our team of the emaciated puppy seizing on their bed saying "you will all pay for this"

The puppy has clearly been in their home suffering all this time with distemper without medical attention. Her arms are not shaved- she has not received an IV i don't believe she has received medical care at all. This puppy needs immediate hospitalization and anti convulsant medication. She is clearly suffering and they have her just sitting in their home without any medical attention.

Please help me

I want to help this puppy

I am attaching the videos


Adopter


3700 S. Sepulveda Blvd. #425, Los Angeles, CA, 90034

Please contact me with any questions

Brittney delacruz

Other ways you can help save a dog's life:

 Become a monthly donor: <http://www.wagmorpets.org/donate>

 Share our story: <http://www.instagram.com/WagmorPets>

Animal Control Officer Felix Lopez

Permits Section

Los Angeles Animal Services

221 N. Figueroa Street, Suite 600

Los Angeles, CA 90012

W: (213)482-7433

E: felix.lopez@lacity.org

Follow us on social media:



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2 attachments

 **IMG_95800281.MOV**
5541K

5/19/22, 10:50 AM

City of Los Angeles Mail - Fwd: Urgent matter animal abuse neglect

 **IMG_250846871.MOV**
7244K

EXHIBIT 5



Name of dog: _____

Congratulations! You are officially part of the #WagmorFam.

Adopting a new fur baby can make anyone a little nervous and anxious, so here is a simple guideline on how to prepare your home and how to care for your new puppy.

Please read and initial after each paragraph.

1. On average it takes a puppy about 2 weeks to settle in and feel comfortable in their new home. During these 2 weeks, your new puppy may be stressed and that could affect their eating and potty habits (not wanting to potty/soft stool). _____

2. Prepare your home for your puppy. Please puppy proof your home by thoroughly cleaning/sanitizing/organizing. Put away anything that may be a choking hazard, especially plastic bags. Remember with puppies, they are curious and want to taste and play with everything. _____

3. DO NOT WALK YOUR PUPPY OUTSIDE YOUR OWN PROPERTY UNTIL 5 DAYS AFTER THEIR LAST (THIRD) PUPPY VACCINATION.

If you live in a house, your own backyard is fine unless it's been accessed by other dogs that are not your own. Make sure the dog you already have at home is fully vaccinated prior to bringing home a new puppy. If you live in an apartment or any other home where you do not have your own private yard, you must use items such as puppy pads or bark potty inside your home. _____

4. Wagmor holds all unvaccinated puppies for 2 weeks before we send them home so we can watch for things like Parvo, Distemper, Giardia, Coccidia, Kennel Cough and Worms. If your new puppy is showing combined signs of bloody diarrhea, vomiting, lack of appetite, not drinking water, not playing, and lethargy, please take your puppy to the vet immediately and contact us. If your dog has diarrhea or you hear coughing please let us know. Even though our dogs are seen by a vet and receive a wellness exam, we encourage all adopters to set up a comprehensive check up within 72 hours of adoption. _____

5. All our puppies and adult dogs are treated with Panacur upon arrival. This is to rid them of any possible parasites such as worms, coccidia, and/or giardia (even after being treated for giardia, test results will show up positive for 30 days after treatment). Some dogs will require a second treatment so we suggest everyone get a fecal sample done at their vet. _____

6. All puppies will receive at least 1 out of the 3 DHPP vaccinations required. These shots should be administered 3 weeks apart. ALL PUPPIES REQUIRE 3 ROUNDS AND CANNOT BE WALKED OR STEP OUTSIDE YOUR PROPERTY OR HAVE CONTACT WITH OTHER DOGS UNTIL 5 DAYS AFTER THEIR LAST VACCINATION. Try and practice no shoes inside the home and wash your hands before handling your puppy. Although you want to show off your new puppy, please refrain from others handling your puppy until it is safe to do so. _____

7. Depending on puppies age and weight, our vets will determine if they can receive a Bordetella shot. If they are not ready, please make sure to let your vet know so they can determine when your new puppy is ready to receive one. _____

8. Please keep in mind that your new puppy will have potty accidents, they will cry, they will have puppy energy, they will be teething, they will chew on everything. We advise that puppies not be left alone for more than 3 hours. It is your responsibility as a pet owner to do research, study breeds, and train your new puppy. If you would like a professional dog trainer referral, please ask us. _____

9. We encourage all adopters to practice crate training as dogs are den animals and being in a crate helps soothe them and make them feel safe. You also DO NOT want to leave a puppy home alone letting them roam around freely. _____

10. When you come to pick your puppy up **PLEASE CARRY THEM INTO YOUR CAR!**

Signature

Date



Date: _____

I _____ agree to have _____
Print Adopter's Name Dog's Name

with microchip # _____ adopted at Wagmor, spayed/neutered

by _____ as required by Los Angeles Animal Services
Date

and Wagmor. The dog/puppy you are taking home has not been spayed/neutered due to medical reasons. Spay/Neuter **MUST** be completed by above date otherwise LAAS will either seize your dog/puppy or you will have to surrender your dog/puppy back to us immediately. To avoid seizure, you must send us a copy of spay/neuter certificate or receipt on the day of procedure via email to thewagmor@gmail.com.

Thank you.

Signature

Today's Date

WAGMORPETS

TRANSFER OF OWNERSHIP

Wagmorpets is non-profit 501(c)3, donor supported, rescue group organization that provides dog care and services to homeless and relinquished dogs. This Transfer of Ownership acknowledges and memorializes the rights and obligations of the undersigned in the transfer of ownership of the dog from Wagmorpets to the individual(s) identified herein.

Dog's Name: _____ **Age:** _____ **Date:** _____

Intake Date: _____ (Obtained through owner release or abandonment)

Color: _____ **Breed:** _____

Sex: _____ **Special Needs:** _____

Last Vet Visit, if applicable: _____ **Spayed/Neutered:** _____

Vaccinations, if applicable: _____

NEW OWNER(S)

The well-being of each dog held by Wagmorpets is of utmost importance. Wagmorpets is transferring ownership of the above-named dog after careful screening of the individual(s) listed below.

New Owner's Name: _____

Address: _____

Telephone No.: _____ (Home) _____ (Cell)

Email: _____

Additional Owner's Name: _____

Upon accepting ownership of the above-named dog, the new owner(s) fully understand that upon signing this form and accepting the dog, the New Owner(s) is fully responsible for the above-named dog. Wagmorpets releases all ownership interest and rights to the above-named dog. By fully accepting responsibility and ownership of the above-named dog, the New Owner(s) understands that he/she/they are responsible for all medical and physical care needed by the above-named dog, including financial responsibility for all care. Wagmorpets is no longer responsible for the care or any services that the dog may need and/or require.

Initial(s): _____

DISCLOSURES, RIGHTS AND RESPONSIBILITIES

I/We _____, understand, agree, and accept:

Please **initial** after each sentence.

- The above-named dog will be seen by a qualified veterinarian at the earliest opportunity.
- The above-named dog will receive all vaccinations and future shots that he/she needs.
- The above-named dog will be spayed or neutered (if not already) according to the timeframe determined by a veterinarian selected by Wagmor Pets.
- The above-named dog is in good health or I/we have been informed of any medical needs the dog may need and/or require.
- Wagmor Pets, or any of its officers or employees, will not be held liable or responsible for any future health or behavioral issues that the dog may have.
- Wagmor Pets, unless informed otherwise, does not know the full breed of the dog, parental history, breeding history or genetic condition(s).
- Wagmor Pets has provided a copy of all records associated with the above-named dog.
- Upon accepting the above-named dog, he/she is my/our responsibility.
- Wagmor Pets is not a breeder and does not sell dogs.
- As the dog's New Owner, I/we agree to complete all necessary and proper dog training, including leash and house training, before ever relinquishing the dog to another party, including Wagmor Pets.
- I will **not** rehome or attempt to rehome the above-named dog on my own. Should I wish to relinquish ownership of the above-named dog after the adoption is complete, I agree to grant Wagmor Pets the first right of refusal for ownership of the animal. In such a case as Wagmor Pets exercises this right, Wagmor Pets shall become the dog's legal owner. Wagmor Pets may then seek to "rehome" the dog with a new owner who has been properly vetted and found to be a suitable dog owner.
- I/we understand that if I/we decide to return the above-named dog to Wagmor Pets, for any reason, and relinquish my/our rights and ownership,

that does not entitle me/us to any reimbursement from Wagmor Pets for any fees or expenses that I/we have incurred, including adoption fees, the dog's healthcare expenses, money used to purchase items/services from Wagmor Pets, and any other expenses incurred by me/us during my/our care of the above-named dog.

- Should Wagmor Pets discover reason to believe the above-named dog is being neglected, abused, or is in an unsafe environment, Wagmor Pets reserves the right and may make an effort to intervene in order to remove the dog from the home. In such a case, Wagmor Pets may temporarily repossess the dog and then seek out a new owner for the dog who has been properly vetted and found to be a suitable dog owner.
- As Wagmor Pets does not sell animals, the New Owners are not purchasing the above-named dog from Wagmor Pets. All money tendered to Wagmor Pets during the dog's adoption is / shall be a service fee paid to cover Wagmor Pets' expenses.
- I/we agree to reimburse Wagmor Pets for services rendered, boarding, food and other items provided for the dog. [This amount will be disclosed prior to executing this document.]

Date: _____ Signature: _____
New Owner



Wagmor Pets will be covering the cost of spay/neuter and microchipping of this dog. The procedures MUST be performed at Somis Veterinary Hospital for this voucher to be valid. Please be advised that oftentimes, Somis Vet Hospital requires a preliminary health check before performing the sterilization. This means that you may have to make two separate trips to the hospital. This is for the health and safety of your dog. If the procedures are performed at another veterinary hospital or clinic, the cost falls upon the owner, and will not be reimbursed by Wagmor Pets. This voucher must be presented upon arrival at Somis Veterinary Hospital. Without this voucher, the owner is responsible for the full cost of the procedures, and will not be reimbursed by Wagmor Pets.

Name of Dog:

Expiration Date:

Official Wagmor Signature:

A handwritten signature in black ink, appearing to be 'E. H. H.', written over a horizontal line.

Somis Veterinary Hospital

5375 Bell Street

Somis, California 93066

(805)386-4143 vet.somis@gmail.com