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*Attorneys for Plaintiffs,*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES – UNLIMITED CIVIL**

[REDACTED], an individual; [REDACTED],  
[REDACTED] an individual; [REDACTED],  
an individual; on behalf of themselves and all  
others similarly situated,

Plaintiffs,

vs.

MELISSA BACELAR, an individual;  
WAGMOR PETS, a California non-profit  
corporation; WYLDER'S HOLISTIC PET  
CENTER, INC. dba THE WAGMOR, a  
Delaware corporation; and Does 1 through 10,  
inclusive,

Defendants.

Case No.: 22STCV20771

**FIRST AMENDED CLASS ACTION  
COMPLAINT DAMAGES AND  
INJUNCTIVE RELIEF FOR:**

1. Violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200 *et seq.*
2. Violation of California's False Advertising Law Bus. & Prof. Code § 17500 *et seq.*
3. Violation of California's Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*
4. Intentional Misrepresentation and Fraud
5. Negligent Misrepresentation, and,
6. Unjust Enrichment

**DEMAND FOR JURY TRIAL**

**FILED**  
Superior Court of California  
County of Los Angeles  
12/29/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ K. Martinez Deputy

1 Plaintiffs [REDACTED], and [REDACTED],  
2 (collectively “Plaintiffs”), on behalf of themselves and all others similarly situated (the “Class,”  
3 as defined below), allege as follows upon information and belief based, *inter alia*, upon  
4 investigation conducted by Plaintiffs and their counsel, except as to those allegations pertaining to  
5 Plaintiffs personally, which are alleged upon knowledge:

6 **I. INTRODUCTION**

7 1. On April 20, 2016, Los Angeles County began prohibiting the sale of  
8 “commercially bred dogs, cats and rabbits in pet stores, retail businesses or other commercial  
9 establishments in the City of Los Angeles.” *See* Section 53.73 to Article 3, Chapter 5 of the Los  
10 Angeles Municipal Code (which states “it is presently unlawful for any person to sell any live  
11 dog, cat or rabbit in any pet store, retail business or other commercial establishment located in  
12 the City of Los Angeles, unless the dog, cat or rabbit was obtained from an animal shelter or a  
13 humane society located in the City of Los Angeles, or a non-profit rescue organization registered  
14 with the Department of Animal Services”).

15 2. Effective January 1, 2019, the State of California became the first state in the  
16 nation to ban pet stores from selling commercially bred dogs, cats and rabbits. Codified by Health  
17 and Safety Code § 122354.5, California only allows a pet store to provide space for the display  
18 of dogs, cats or rabbits for adoption if the animals are displayed by a public animal control agency,  
19 shelter or animal rescue group. A rescue group providing the animals for adoption must have tax-  
20 exempt status under § 501(c)(3) of the Internal Revenue Code and it must not have obtained  
21 animals in exchange for payment or compensation from any person that breeds or brokers  
22 animals.

23 3. By 2020, it became clear, however, that unscrupulous individuals running pet  
24 stores were selling animals marketed as shelter animals but who were actually obtained from  
25 other sources. These individuals were obtaining puppies from sham rescue groups, which  
26 registered for nonprofit status with the Internal Revenue Service (“IRS”) but in fact functioned  
27 as puppy brokers that paid compensation to third parties in exchange for puppies. The puppies  
28

1 were then sold at exorbitant prices, far exceeding the typical \$180 fees charged for adoptions at  
2 California shelters.

3 4. To prevent the abuse being orchestrated by sham rescue organizations and their  
4 co-conspirator pet store counterparts, California expanded Health and Safety Code § 122354.5 to  
5 mandate that animals displayed for adoption shall be both sterilized and the adoption fees shall  
6 not exceed \$500, and pet stores are prohibited from receiving any compensation to display  
7 adoptable animals.

8 5. As of January 1, 2021, pet stores (including defendant WYLDER’S HOLISTIC  
9 PET CENTER, INC. doing business as THE WAGMOR (“THE WAGMOR”)), shall not adopt  
10 out, sell, or offer for sale any dogs. THE WAGMOR must only provide space to display dogs for  
11 adoption and only if the dogs are displayed by either a public animal control agency or shelter, or  
12 animal rescue group. THE WAGMOR must only display dogs that are both sterilized and fees  
13 charged for dogs, including but not limited to, adoption fees, shall not exceed five hundred dollars  
14 (\$500.00).

15 6. Since the enactment of Health and Safety Code § 122354.5, defendant Melissa  
16 Bacelar (“BACELAR”) and her for-profit pet store THE WAGMOR, have repeatedly and  
17 continuously, with intent to disobey California law, have sold unsterilized puppies and charged  
18 fees that on average amount to \$850.00, with prices reaching upwards of \$2,000.00 per dog.<sup>1</sup>

19 7. In an attempt to further confuse and deceive the public, as well as circumvent  
20 California law, upon information and belief, in 2019, BACELAR created WAGMOR PETS INC.  
21 (“WAGMOR PETS NON-PROFIT”) and registered it for 501(c)(3) exempt status with the IRS.  
22 As stated on its initial registration form with the Office of the Attorney General Registry of  
23 Charitable Trusts, WAGMOR PETS NON-PROFIT claims to rescue dogs from City and County  
24 Shelters only.<sup>2</sup>

25 \_\_\_\_\_  
26 <sup>1</sup> See, e.g.,  
27 <https://petlover.petstablished.com/pets/public/1562483?awo=Wagmor+Pets&widget=false> (last  
28 visited Dec. 7, 2022) (listing a male Pit Bull Terrier puppy for “adoption” for \$850).

<sup>2</sup> Defendants also represent on their website and Instagram page that “Wagmor Pets is a 501c3  
organization.” See <https://www.wagmorpets.org/about/> (last visited Dec. 7, 2022) and  
<https://www.instagram.com/wagmorpets/?hl=en> (last visited Dec. 7, 2022).



1           8.       To display dogs at Bacelar's for-profit business, THE WAGMOR, WAGMOR  
2 PETS NON-PROFIT shall not offer dogs unless they are sterilized, the dogs are adoptable for  
3 total fees, including, but not limited to, adoption fees, not to exceed five hundred dollars  
4 (\$500.00), and the adoption fees are posted and visible to the public on or near the enclosures or  
5 areas where the adoptable animals are displayed.

6           9.       Additionally, to be considered an "animal rescue group" under Health and Safety  
7 Code § 122354.5, WAGMOR PETS NON-PROFIT shall not obtain dogs in exchange for  
8 payment or compensation from any person that breeds or brokers animals.

9           10.      Upon information and belief, BACELAR, THE WAGMOR, and WAGMOR  
10 PETS NON-PROFIT engage in the business practice of directly, or indirectly through agents, of  
11 purchasing dogs from Craigslist, backyard breeders, actual breeders, and third parties who live in  
12 rural areas and have access to litters of puppies. For example, BACELAR used the "Rescue  
13 Manager," Francesca Bucci, to reach out to individuals on Craigslist.com and offer payment for  
14 puppies. **(See a true and correct copy of text message exchanges between Bacelar and Bucci,**  
15 **attached hereto as Exhibit 1.)**

16           11.      Upon information and belief, BACELAR has paid Isabelle Oliver to "transport"  
17 dogs, when, in fact, Ms. Oliver's compensation includes payment for the actual purchase of  
18 puppies. Additionally, it is believed that Tony Farao and Monica Riddle procure puppies for  
19 BACELAR in exchange for compensation.

20           12.      Even BACELAR herself uses Craigslist.com to contact individuals selling  
21 puppies, lies to them about her interest in the puppies, conceals that she is the owner of both a pet  
22 store and a "rescue organization," and pays hundreds of dollars to take possession of the puppies  
23 without offering to spay or neuter the parents. BACELAR then promotes the puppies on her social  
24 media as coming from "deplorable conditions" and places the unsterilized puppies that she  
25 purchased for "adoption." **(See a true and correct copy of text message exchanges between**  
26 **Bacelar and the Craiglist seller, attached hereto as Exhibit 2.)**

27           13.      Upon information and belief, each of the Defendants have, both individually and  
28





collectively, knowingly participated in the unlawful, unfair, and fraudulent activity of paying third parties to obtain dogs, providing unsterilized dogs for adoption, charging adoption fees in excess of \$500 and permitting the pet store to launder all adoption fees in connection with the display of the dogs. Indeed, Defendants advertise on their website that “[a]doptions start at \$600 but can be more depending on breed, age and the dogs needs.”<sup>3</sup> Defendants scheme allows them to sell puppies at outrageous profits – based on misrepresentations and concealment – while burdening the Plaintiffs with the care and expense of trying to save the lives of the sick and dying animals.

14. Plaintiffs are each California consumers who purchased unsterilized puppies from Defendants’ California retail location held out as bona fide rescue animals, and who paid in excess of \$500, after the State’s ban went into effect and who have suffered monetary damages, as their puppies battle serious medical conditions, and, in some cases, have died due to Defendants’ conduct. Defendants’ conduct, however, extends beyond misrepresentations made to entice Plaintiffs to purchase puppies, to include threats and harassment when they and other victims have discovered the truth and tried to get their money back or speak up.

15. Plaintiffs bring this action on behalf of themselves and other similarly situated California consumers to recover the damages they incurred from Defendants’ unlawful, unfair and fraudulent sale of animals and to disgorge all profits from Defendants’ illegal scheme for profit.

## II. PARTIES

16. Plaintiff [REDACTED]”) is, and at all times herein mentioned was, a consumer residing in the County of Los Angeles, State of California. J [REDACTED] purchased a puppy named “Heron” later named “Kali” who was diagnosed with distemper and died.

17. Plaintiff [REDACTED] is, and at all times herein mentioned was, a consumer residing in the County of Los Angeles, State of California. [REDACTED], J [REDACTED] boyfriend, executed the paperwork to purchase “Heron” later named “Kali.”

<sup>3</sup> See <https://www.wagmorpets.org/adoption/> (last visited July 12, 2022).

1           18.     Plaintiff [REDACTED] is, and at all times herein mentioned  
2     was, a consumer residing in the County of Los Angeles, State of California. [REDACTED] purchased  
3     a puppy named “Wilma” who was diagnosed with distemper, it is unknown whether she will live  
4     or die.

5           19.     Defendant MELISSA BACELAR (“BACELAR”) is a resident of Los Angeles  
6     County, State of California. She is the owner, founder and chief executive officer of WAGMOR  
7     PETS and owner, founder, and chief executive officer of WYLDER’S HOLISTIC PET CENTER,  
8     INC. dba THE WAGMOR (“THE WAGMOR”), each of which do business in the County of Los  
9     Angeles, State of California.

10          20.     Defendant WAGMOR PETS (“WAGMOR PETS NON-PROFIT”) is a California  
11     nonprofit public benefit corporation located in Studio City, California. The Officers and Directors  
12     are as follows: Defendant MELISSA BACELAR (President/Chief Executive Officer).

13          21.     Defendant WYLDER’S HOLISTIC PET CENTER, INC. doing business as THE  
14     WAGMOR (“THE WAGMOR”) is a Delaware corporation registered to do business in the State  
15     of California and is located in the County of Los Angeles, State of California. THE WAGMOR  
16     has locations in Studio City, California and previously Valley Village, California.

17          22.     Plaintiffs are informed and believe, and thereon allege, that each of the Defendants  
18     were, at all times herein mentioned, the co-conspirator, agent, servant, employee, joint venture,  
19     successor-in-interest, partner, representative and/or alter ego of one or more of the remaining  
20     Defendants and were acting within the course and scope of such relationship. Plaintiffs are further  
21     informed and believe that each of the Defendants herein gave consent to, ratified and authorized  
22     the acts alleged herein to each of the remaining Defendants.

23          23.     Upon information and belief, in committing the wrongful acts alleged herein,  
24     Defendants planned and participated in and furthered a common scheme by means of false,  
25     misleading, deceptive and fraudulent representations, and continue to do so, in order to induce  
26     members of the public to purchase dogs and puppies in excess of the statutorily mandated cap of  
27     \$500. Defendants participated in the making of such representations in that each did disseminate,  
28

1 or cause to be disseminated, said misrepresentations.

2 24. Plaintiffs are informed and believe, and thereon allege, that, at all times herein  
3 mentioned, the employees of Defendants, their subsidiaries and related entities, as well as the  
4 employees of those subsidiaries and related entities, were the agents, servants and employees of  
5 Defendants, and, at all times herein mentioned, each was acting within the purpose and scope of  
6 said agency and employment. Once the dogs and puppies have been purchased and it is discovered  
7 that they are ill, Defendants further engage in false, misleading, deceptive and fraudulent  
8 representations to avoid liability and place the blame on the consumers.

9 25. The true names and capacities of Defendants named herein as Does 1 through 15,  
10 inclusive, whether individual, corporate, associate or otherwise are unknown to Plaintiffs, who  
11 therefore sues said Defendants by fictitious names pursuant to California Code of Civil Procedure  
12 § 474. Plaintiffs will amend this Complaint to show such true names and capacities of Does 1  
13 through 15, inclusive, when they have been determined.

14 **III. JURISDICTION AND VENUE**

15 26. This Court has jurisdiction over Defendants because Defendants are incorporated  
16 in the State of California, have their principal place of business in California and operate a pet  
17 store providing daycare for dogs, grooming services and selling puppies in the State of California  
18 and within this district.

19 27. Venue is proper in Los Angeles pursuant to California Code of Civil Procedure  
20 §395(a). Defendants reside and/or transact business in the County of Los Angeles and are within  
21 the jurisdiction of this Court for purposes of service of process. Moreover, several of the acts  
22 complaint of occurred at THE WAGMOR location in Studio City, California.

23  
24 **IV. ALTER EGO ALLEGATIONS**

25 28. Upon information and belief, Defendants BACELAR, WAGMOR PETS NON-  
26 PROFIT, and THE WAGMOR are the alter ego of each other. Upon information and belief, there  
27 is a unity of ownership and interest by and between said defendants such that any separateness  
28

1 between them has never existed.

2 29. Upon information and belief, Defendants WAGMOR PETS NON-PROFIT and  
3 THE WAGMOR, were formed and operated with inadequate capitalization and failed to respect  
4 other corporate formalities that would indicate a separate existence from each other and from  
5 BACELAR.

6 30. Upon information and belief, Defendants BACELAR, WAGMOR PETS NON-  
7 PROFIT, and THE WAGMOR commingle and fail to segregate each individual or entity funds  
8 and assets from their own.

9 31. Upon information and belief, Defendant BACELAR has controlled, dominated,  
10 managed, and operated Defendants WAGMOR PETS NON-PROFIT and WAGMOR since their  
11 formation for her own personal benefit.

12 32. Upon information and belief, WAGMOR PETS NON-PROFIT and THE  
13 WAGMOR are, and at all times herein mentioned, a mere shell, instrumentality and conduit  
14 through which Defendant BACELAR carried on her activities. Upon information and belief,  
15 Defendant BACELAR exercised and continue to exercise such complete control and dominance  
16 of the activities of WAGMOR PETS NON-PROFIT and THE WAGMOR such that any  
17 individuality or separateness of these entities never existed.

18 33. Adherence to the fiction of the separate existence as entities distinct from each  
19 other and from Defendant BACELAR would permit an abuse of the privileges against liability  
20 afforded to companies and corporations, and would result in unfairness to Plaintiffs and an  
21 inequitable result. It would promote injustice by allowing Defendant BACELAR to evade liability  
22 or veil assets that should in equity be used to satisfy the judgment sought by Plaintiffs in this  
23 action.

24 **V. FACTUAL ALLEGATIONS**

25 **A. California's Ban On Commercially Bred Dogs, Cats and Rabbits.**

26 34. On January 1, 2019, California's ban on the sale of commercially bred dogs, cats  
27 and rabbits came into effect and was codified by Health & Safety Code § 122354.5. The law was  
28

expanded as of January 1, 2021, to require sterilization of all animals placed for sale, cap the fees at \$500.00, and prohibit pet stores from receiving any compensation to display adoptable animals.

35. The ban required that pet stores not adopt out, sell, or offer for sale a dog, cat or rabbit unless the animal was sourced from a rescue group or animal shelter: A pet store shall not provide space for the display of dogs, cats, or rabbits available for adoption unless the animals are displayed by either a public animal control agency or shelter, or animal rescue group. *See* Health & Safety Code § 122354.5, subd. (b)(1).

36. A “rescue group” is defined as a “not-for-profit organization that has tax-exempt status under § 501(c)(3) of the Internal Revenue Code” and “does not obtain animals in exchange for payment or compensation from any person that breeds or brokers animals.” *See* Health & Safety Code § 122354.5, subd. (e)(1)(A).

37. The pet store that provides space for the display of the dogs, cats, or rabbits “shall not receive any fees in connection with the display of the dogs, cats or rabbits. *See* Health & Safety Code § 122354.5, subd. (b)(3).

38. “Any animal displayed for adoption shall be both sterilized and adoptable for total fees, including, but not limited to, adoption fees, not to exceed five hundred dollars (\$500).” *See* Health & Safety Code § 122354.5, subd. (b)(2).

39. A rescue group displaying animals at a pet store, or an animal rescue group operating a retail establishment shall not offer dogs, cats, or rabbits for adoption unless “the animals are sterilized, the animals are adoptable for total fees, including, but not limited to, adoption fees, not to exceed five hundred dollars (\$500). *See* Health & Safety Code § 122354.5, subd. (c).

**B. BACELAR, THE WAGMOR and WAGMOR PET NON-PROFIT’s Deceptive and Fraudulent Scheme Leading to Substantial Profits.**

40. BACELAR’s pet store operations first began in 2014 with Wylder’s Holistic Pet Center and Rescue (“Wylder’s”) on Ventura Boulevard in Studio City, California.<sup>4</sup>

<sup>4</sup> *See* <https://wyldersholisticpetcenter.square.site/#> (last visited Dec. 7, 2022) (listing the business address for Wylder’s Holistic Pet Center and Rescue as 11939 Ventura Blvd., Studio city, California 91604, which is the same business address as THE WAGMOR and WAGMOR PET NON-PROFIT).

1           41.     Upon information and belief, some time in 2015 Sally, owner of Sally’s Rescue  
2 Inc., partnered with BACELAR to build out a commercial space across the street from Wylder’s.  
3 Eventually called THE WAGMOR, it provides doggy day care, grooming, and houses dogs for  
4 sale.<sup>5</sup>

5           42.     Upon information and belief, originally, the dogs for sale were sourced by Sally’s  
6 Rescue Inc., a non-profit animal rescue organization. Sally’s Rescue Inc. paid for the grooming of  
7 the dogs and the fees consumers paid for the dogs were shared equally between BACELAR and/or  
8 THE WAGMOR and Sally’s Rescue Inc.

9           43.     At some point, BACELAR’s relationship with Sally soured and Sally’s Rescue  
10 Inc. ceased providing dogs to BACELAR for display and sale at THE WAGMOR. Consequently,  
11 in February 2020 BACELAR simply created her own non-profit, WAGMOR PETS NON-  
12 PROFIT. Further, by creating WAGMOR PETS NON-PROFIT, BACELAR could buy puppies,  
13 call it “rescue” and funnel all monies derived therefrom to THE WAGMOR, which she ultimately  
14 controls and uses for funding her personal life.

15           44.     Celebrities promoting BACELAR, THE WAGMOR, and WAGMOR PETS  
16 NON-PROFIT, distract from and mask the dark underbelly of BACELAR’s operations:

17                   a.   dogs are being purchased and passed off as “rescues,” and dogs are not  
18                   being seen by a licensed veterinarian prior to sale;

19                   b.   dogs are being medically treated by an unlicensed individual in her home  
20                   in lieu of proper veterinary care;

21                   c.   puppies exposed to parvovirus and distemper are going home with  
22 unsuspecting new owners and immediately being diagnosed with canine parvovirus;

23                   d.   puppies are dying and BACELAR is placing blame on the adopters;

24                   e.   BACELAR is laundering money meant for WAGMOR PETS NON-  
25

26 <sup>5</sup> See <https://www.yelp.com/biz/the-wagmor-luxury-pet-hotel-and-spa-studio-city-2> (last visited  
27 Dec. 7, 2022) (noting “Wagmor Pets is a 501c3 organization. Our mission is to rescue, rehabilitate,  
28 and rehome dogs in need. We are committed to preventing cruelty and promoting kindness to  
animals. Through our activities, we aim to reduce animal suffering and increase animal wellbeing  
and aiming to rehome them to responsible and caring homes where they can thrive and live happy  
lives”).





1 PROFIT to her for profit business, THE WAGMOR, and living lavishly; and,

2 f. desperate owners who are seeking help from BACELAR to treat their ill  
3 and dying dogs are being forced to execute non-disclosure agreements in order to receive  
4 assistance.

5 45. On information and belief, WAGMOR PETS NON-PROFIT is merely a front  
6 used primarily to legitimize BACELAR's operations. BACELAR promotes dogs, mostly  
7 puppies, on her Instagram page "Wagmor Pets" to 197,000 followers. Sharing stories of dogs  
8 "found" in deplorable conditions, BACELAR pulls at the heart strings of her followers, urging  
9 them to make donations and consider "adoption." Puppies are "adopted" sight unseen. Potential  
10 "adopters" must fill out an application online prior to seeing any dog or puppy in person. If a  
11 potential "adopter" is contacted, they are told to pay for the animal in advance and given a one-  
12 hour window to decide. After contact is made, an email is sent with an invoice, a welcome letter,  
13 "Disclosures, Rights and Responsibility," and transfer of ownership form. If it's not paid within  
14 an hour, the invoice will be cancelled and the next person in line is invoiced. Often the potential  
15 adopter receives text messages urging them to execute the documents and make the payment.

16 46. On information and belief, often times paperwork is completed and payment is  
17 made prior to the dog having received a wellness exam. At this point, if the dog is given a wellness  
18 exam and an illness is discovered, the consumer is urged to continue with taking possession of  
19 the dog.

20 47. On information and belief, other times, new owners who are meeting their dogs  
21 for the first time after paperwork was completed and payment was made, discover that the dog is  
22 not a right fit for them after meeting them or even changing their minds before the consumer has  
23 met the dog. In this situation, BACELAR demands that either the consumer take possession of  
24 the dog, citing that a contract has been executed, or informs the consumer that they may return  
25 the dog but will not be reimbursed for the fee.

26 48. As for payment, consumers are emailed a receipt showing payment was made to  
27 WAGMOR PETS NON-PROFIT. The consumers' bank accounts, however, show payment was  
28



1 made to THE WAGMOR, BACELAR's for-profit entity. On information and belief, BACELAR  
2 has diverted all fees paid for dogs away from WAGMOR PETS NON-PROFIT and has them  
3 deposited into THE WAGMOR's bank account and uses the funds for her personal expenses.

4 49. BACELAR boasted that in 2020 she rescued more than 3,000 dogs (all paid to the  
5 WAGMOR at approximately \$850 each). On information and belief, because THE WAGMOR  
6 is receiving all fees paid for dogs, THE WAGMOR receives more than \$100,000 in income each  
7 month. Whereas, WAGMOR PETS may receive approximately \$30,000 in a given month from  
8 direct donations, payments to Venmo via @dogsinneed and Paypal payments.

9 50. Unaware of BACELAR's self-dealing and unaware of Health and Safety Code §  
10 122354.5, and believing that adopting a dog from BACELAR is "rescue" and a tax exempt  
11 donation to a 501(c)(3) tax exempt entity, the unknowing consumer pays on average \$850 to  
12 obtain an unsterilized puppy, sometimes sight unseen, that may or may not have been seen by a  
13 licensed veterinarian. If that dog becomes ill, BACELAR takes no responsibility, leaving the  
14 consumer to bear the burden of the life saving costs that may be required.

15 51. With BACELAR in control of THE WAGMOR and WAGMOR PETS NON-  
16 PROFIT there is no oversight as to where the puppies for adoption come from or how the funds  
17 received from donations and adoptions are applied and spent. On information an belief,  
18 BACELAR has misappropriated adoption fees, totaling approximately \$925,000 from  
19 approximately 1,100 dogs purchased in 2021 alone, that was meant for WAGMOR PETS NON-  
20 PROFIT but was deposited into THE WAGMOR's bank account and used by BACELAR for her  
21 own personal use. This is in direct violation of Health and Safety Code which mandates that a pet  
22 store "shall not receive any fees in connection with the display of the dogs, cats or rabbits. *See*  
23 Health & Safety Code § 122354.5, subd. (b)(3).

24 52. Upon information and belief, Defendants hide the distribution of their profits by  
25 referring to them as a "service fee paid to cover Wagmor Pets' expenses." The "Adoption  
26 Disclosures" have the adopter agree "to reimburse Wagmor Pets for services rendered, boarding,  
27 food and other items provided for the dog." However, the "service fees" are paid directly into the  
28



1 bank account belonging to THE WAGMOR

2 53. Thus, Defendants acquire puppies from Craigslist.com and other sources by  
3 paying for them in direct violation of Health and Safety Code which mandates that a rescue group  
4 must “not obtain animals in exchange for payment or compensation from any person that breeds  
5 or brokers animals.” See Health & Safety Code § 122354.5, subd. (e)(1)(A).

6 54. Defendants utilize the veterinary services of Somis Veterinary Hospital (“Somis”).  
7 Somis employs an individual named Brittney Delacruz. Delacruz is not a licensed veterinarian.<sup>6</sup>  
8 Defendants also pay Delacruz to provide services to Defendants. Delacruz is the “medical  
9 coordinator” for WAGMOR PETS NON-PROFIT but often times Defendants elect to have  
10 Delacruz provide medical care in lieu of actually having the dogs see a licensed veterinarian.  
11 Upon information and belief, if a dog has a serious illness, Defendants will have Delacruz provide  
12 fluids, antibiotics, and metronidazole only, even if the dog’s condition is grave. Defendants  
13 consider this “emergency medical care.”

14 55. Every consumer is exposed to the “rescue” misrepresentation, the promise that  
15 “dogs are seen by a vet and receive a wellness exam” and are in “good health” at the time of sale  
16 and Defendants perpetrate this scheme for financial gain.

17 **C. Plaintiffs Were Defrauded By Defendants’ Scheme**

18 56. Plaintiffs purchased puppies from Defendants in 2022. Before purchasing their  
19 respective puppies, each of the Plaintiffs were assured that the puppies were rescue puppies, had  
20 seen a veterinarian for a wellness exam, were healthy, and received at least their first round of  
21 vaccinations. Defendants provided false information regarding the puppies to be purchased,  
22 including failing to disclose that the puppies were being sold for an illegal adoption fee.

23 57. Shortly after coming home, Plaintiffs’ puppies demonstrated serious illnesses,  
24 which they had at the time of adoption.

25 **1. Plaintiffs** [REDACTED]

26 58. [REDACTED] and his girlfriend [REDACTED]

27  
28 <sup>6</sup> A search of <https://search.dca.ca.gov/> on or about December 7, 2022, yielded in “no results” for active licenses under the name Brittney Delacruz.

1 follow WAGMOR PETS NON-PROFIT on Instagram because they were interested in adopting  
2 a dog. [REDACTED] was prescribed an Emotional Support Animal (“ESA”) from his long-term  
3 therapist and was specifically searching a dog to be his ESA. They saw that WAGMOR PETS  
4 NON-PROFIT was promoting an event known as Wagmor Wagchella and decided to attend.

5 59. On April 24, 2022 [REDACTED] attended Wagmor Wagchella which  
6 was located at THE WAGMOR. Upon walking up to the venue, [REDACTED] could  
7 see the poor conditions of the puppies from the outdoor windows, witnessing the puppies  
8 wandering through urine and feces. After entering the location, [REDACTED] were  
9 greeted by a woman named Valentine and brought through a separate entrance. The puppies were  
10 kept to the immediate right after entering through this door. [REDACTED] was so taken aback by  
11 the conditions the puppies were kept in, that she began to cry after entering; she could see the  
12 animals eating each other’s feces and continuing to walk through urine and other feces.

13 60. Valentine handed [REDACTED] a puppy, named “Heron” (later  
14 changed to “Kali”). [REDACTED] immediately fell in love with this puppy and  
15 wanted to adopt her and get her out of these horrible conditions. They therefore set up an interview  
16 with WAGMOR PETS and during this interview [REDACTED] asked WAGMOR  
17 PETS NON-PROFIT a plethora of questions about how “Heron” had been found. They received  
18 a limited answer that they (WAGMOR PETS NON-PROFIT) had “found the litter in a ditch in  
19 Bakersfield.” Further in the interview, [REDACTED] continued to ask questions including whether  
20 there were any health concerns they should be aware of. WAGMOR PETS NON-PROFIT,  
21 through Valentine, ensured them that this puppy was perfectly healthy and they had nothing to  
22 worry about.

23 61. Based on these assurances, [REDACTED] agreed to adopt “Heron.”  
24 Prior to attending this event, [REDACTED], in anticipation of adopting a puppy, had  
25 prepared their home by completing a very thorough cleaning, which included disinfecting the  
26 entire premises, and puppy proofing their home. They therefore felt ready to welcome this new  
27 puppy into their lives, and especially to serve as the ESA for [REDACTED].  
28

1           62.     Along with a take home bag, they were given a piece of paper regarding antibiotics  
2 they were to administer to the puppy at home. [REDACTED] questioned what these  
3 antibiotics were and why they were to be given, but they were told it was “standard procedure.”  
4 [REDACTED] were also told to keep the puppy inside at home and not to let her touch  
5 the ground or be around any other dogs until she had completed her vaccines. Valentine provided  
6 them with her cell phone number and said they could contact her with any further questions.  
7 [REDACTED] were also told about the “medical portal” where they could view their  
8 puppy’s medical history. [REDACTED] were told to return the following Thursday  
9 for their puppy to receive her second DDHP vaccine. No home check was requested by  
10 WAGMOR PETS NON-PROFIT.

11           63.     Later, when [REDACTED] the “puppy portal” provided to  
12 them by Valentine, they noticed that according to the portal, “Heron” had only been given two  
13 vaccines and there was no record of any prescribed antibiotics for this puppy.

14           64.     On May 1, 2022, [REDACTED] began to notice frequent eye discharge  
15 from “Heron.” On May 3, 2022 [REDACTED] attempted to contact WAGMOR PETS  
16 NON-PROFIT about “Heron’s” condition. They called WAGMOR PETS NON-PROFIT directly  
17 multiple times yet received no response. They therefore resorted to texting Valentine, where they  
18 still did not receive any assistance.

19           65.     On May 10, 2022, [REDACTED] received the PCR results for “Heron”  
20 now “Kali.” She tested positive for distemper.

21           66.     Upon receiving this news and based on the way they were being ignored by  
22 WAGMOR PETS NON-PROFIT, [REDACTED] decided to look through WAGMOR  
23 PETS NON-PROFIT’s social media. They were shocked and horrified to find posts from March  
24 2022 through May 2022 showing that WAGMOR PETS NON-PROFIT was aware of the  
25 condition of “Heron” and the rest of her litter.

26           67.     Despite [REDACTED] being assured of the health and well-being of  
27 “Heron” and her litter, as well as the other litter of puppies that were rescued at the same time  
28

1 and in contact with “Heron’s” litter, the Instagram profile of WAGMOR PETS NON-PROFIT  
2 shows posts of puppies from those same two litters who have been hospitalized and some who  
3 have passed away. None of this was communicated to them prior to adoption.

4 68. [REDACTED] saw that on March 29, 2022, WAGMOR PETS NON-  
5 PROFIT posted a picture of a puppy with a caption stating that this puppy is “riddled with bacteria  
6 and malnourishment,” yet claimed that it was not parvo or distemper. On information and belief,  
7 the puppy in this photograph is “Heron’s” sibling, Porcupine. Porcupine later died due to illness.

8 69. They also found that on April 6, 2022, WAGMOR PETS NON-PROFIT posted to  
9 Instagram that four more puppies had become severely ill and needed 24 hour hospitalization.  
10 According to this post, all 4 of these severely ill puppies were showing symptoms of distemper,  
11 such as diarrhea. It was later confirmed that these puppies tested positive for bordetella,  
12 adenovirus, and parainfluenza virus. These puppies can be seen in direct contact with other  
13 puppies from both litters in Instagram posts by WAGMOR PETS NON-PROFIT, including  
14 “Heron.”

15 70. Further, Instagram posts on April 12, 2022 include a caption stating “[t]hese  
16 puppies are still hospitalized,” “[t]hey need to be the only dogs in the home,” and a later post  
17 stating that one of the puppies, Dozer, had passed away. Yet, none of these statements were made  
18 to [REDACTED].

19 71. On May 17, 2022 the results of Dozer’s PCR test, who had already passed away,  
20 revealed that he was positive for the same Wild Type CDV infection distemper as “Heron.”

21 72. [REDACTED] had been treating “Heron” now “Kali” with medication  
22 intended to fight off the disease but the vet indicated that if neurological signs appeared the most  
23 humane decision to make would be euthanasia.

24 73. “Heron” now “Kali” began experiencing serious neurological symptoms which  
25 could cause great suffering, and so on May 19, 2022, [REDACTED] took her to the  
26 vet who stated that her symptoms were worsening and euthanasia was the best option to prevent  
27 her suffering.  
28





1           74. Even after the frequency of posts about how ill the puppies were and how they  
2 needed to be the only dogs in a household, WAGMOR PETS NON-PROFIT posted about  
3 multiple “meet and greet” adoption events with the sick puppies. These events showed the co-  
4 mingling of multiple dogs, some known to be sick and others not yet infected, in closed quarters  
5 and without proper sanitation.

6           75. To this day, [REDACTED] have not received any financial or other  
7 support (including a refund of the adoption fee) from WAGMOR PETS NON-PROFIT or THE  
8 WAGMOR, who continues to deny their knowledge of “Heron” being sick, despite documented  
9 physical evidence to the contrary.

10           76. To make matters worse, not only did WAGMOR PETS NON-PROFIT and THE  
11 WAGMOR conceal and deceive [REDACTED], but they went so far as to file a false  
12 animal control report accusing [REDACTED] of animal cruelty. When [REDACTED] and  
13 [REDACTED] tried to warn others about their experience with WAGMOR PETS NON-PROFIT,  
14 they were threatened with a lawsuit by an attorney for WAGMOR PETS NON-PROFIT and THE  
15 WAGMOR.

16           77. Had [REDACTED] known the truth about the dogs sold by  
17 BACELAR, THE WAGMOR, and WAGMOR PETS NON-PROFIT (including that their dog  
18 was sold for an illegal adoption fee) they would have chosen to support another organization or  
19 shelter directly and not purchased their dog from Defendant. It was only because [REDACTED] and  
20 [REDACTED] believed that the higher price paid for the puppy meant a higher level of care and that  
21 more money went to rescue efforts, that they decided to adopt from WAGMOR PETS NON-  
22 PROFIT. Under no circumstance, did [REDACTED] intend to support a “rescue” that  
23 purchased puppies from third parties, charged illegal adoption fees, and failed to provide vet care,  
24 and who used profits from the sale of dogs for personal use.

25           **2. Plaintiff** [REDACTED]

26           78. [REDACTED] is a California resident and currently a PhD student  
27 at the University of Southern California. She recently moved from Colorado to Los Angeles to  
28

1 pursue her PhD. After moving into her one-bedroom apartment, [REDACTED], who had a history of  
2 rescuing dogs from legitimate rescue organizations in Colorado, was introduced to WAGMOR  
3 PETS NON-PROFIT and came across a photo of a three month old puppy name “Wilma” on  
4 WAGMOR PETS NON-PROFIT’s Instagram. It was very important to [REDACTED] that she adopt  
5 a “rescue” dog, as [REDACTED] has only ever owned rescue dogs and was vehemently opposed to  
6 obtaining a dog from an entity that operates for profit or would engage in “puppy flipping” for  
7 monetary gain.

8 79. [REDACTED] describes that “Wilma” was “staring back with sweet but scared eyes and  
9 mangey fur that looked to be unkempt and matted down,” reminding her of a dog she rescued  
10 when she was a child. From that moment it became clear to [REDACTED] that “Wilma” would be her  
11 new companion. [REDACTED] was prepared for all of the challenges she knew raising a puppy to be,  
12 razor-sharp teeth, potty-training, and unyielding energy, but she did not care about the trouble  
13 because that “little ball of fluff” was about to be her new companion. [REDACTED] went online and  
14 filled out the adoption application for WAGMOR PETS NON-PROFIT. [REDACTED] was not  
15 prepared for what came next.

16 80. On April 18, 2022, [REDACTED] completed the adoption application and within 15  
17 minutes she was told to expect a call from a woman named Valentine to discuss her application.  
18 Following the completed phone interview, [REDACTED] was informed that she had been approved to  
19 adopt “Wilma.” No home check was requested by WAGMOR PETS NON-PROFIT. [REDACTED]  
20 was also told that she would have to wait two weeks to receive “Wilma” for the “required puppy  
21 holding period.” WAGMOR PETS NON-PROFIT then stated they needed to collect an \$850.00  
22 adoption fee within 24 hours if [REDACTED] wished to secure the adoption of “Wilma.”

23 81. Upon information and belief, to minimize questioning about the outrageousness  
24 of this fee, WAGMORE PETS NON-PROFIT pressured [REDACTED] by stating that there was  
25 another very interested family and that if she did not act fast she may lose “Wilma.” [REDACTED] felt  
26 that \$850 was an exceptionally high fee, but she was unsure whether this was the norm in  
27 California, given that she was now paying twice the rent she did in Colorado for an apartment  
28



1 half the size, leading [REDACTED] to believe that everything was just more expensive in Los Angeles.

2 82. WAGMOR PETS NON-PROFIT told [REDACTED] that this adoption fee specifically  
3 helped to cover shots, spaying, and other costs incurred for the time that the dogs spent in their  
4 care. [REDACTED] believed and relied on these statements from WAGMOR PETS NON-PROFIT  
5 and used this information to justify paying the fee by telling herself that this just meant more  
6 money was going to the care and rescue of animals in need.

7 83. Just two days later, on April 20, 2022, [REDACTED] was contacted via text by  
8 WAGMOR PETS NON-PROFIT claiming that “Wilma’s” foster home had not worked out and  
9 that she needed to come pick up “Wilma” right away, from a location for THE WAGMOR located  
10 in Studio City. At this time, there was no further mention of the two-week holding period, or any  
11 other precautions that should be taken for “Wilma’s” health.

12 84. Unsure of what else to do, [REDACTED] went to THE WAGMOR in Studio City and  
13 picked up “Wilma.” [REDACTED] immediately noticed that “Wilma” was suffering from diarrhea.  
14 When the diarrhea did not subside, on May 5, 2022 [REDACTED] took “Wilma” to a veterinarian  
15 where she was told puppy diarrhea was normal and she should not worry unless it gets worse or  
16 she begins to notice blood in the stool. By May 8, 2022 “Wilma’s” diarrhea had not subsided and  
17 [REDACTED] now noticed blood in her stool.

18 85. [REDACTED] immediately took “Wilma” to the vet and Wilma” was tested for  
19 parasites and given a probiotic to help with her gastrointestinal issues. On May 11, 2022 “Wilma”  
20 began to develop a cough so [REDACTED] once again consulted with her veterinarian. [REDACTED] was  
21 told to just keep an eye on it and soothe the cough with a humidifier.

22 86. [REDACTED] had a trip previously planned for Colorado and therefore she left for  
23 Colorado with “Wilma.” During this trip [REDACTED] noticed that “Wilma’s” cough was not  
24 subsiding. On May 15, 2022, [REDACTED] once again consulted her veterinarian and was told that if  
25 the cough worsens or does not subside to take her to a veterinary hospital in Colorado. On May  
26 25, 2022, [REDACTED] took “Wilma” to a veterinarian in Colorado as her cough had still not subsided.  
27 This veterinarian took x-rays, did a panel of diagnostic tests, and prescribed an antibiotic for the  
28



1 cough. On May 30, 2022 [REDACTED] received a call from that veterinary hospital informing her that  
2 “Wilma” had tested positive for distemper and bordetella. “Wilma’s” coughing had still not  
3 subsided, so the veterinarian also prescribed another round of antibiotics.

4 87. [REDACTED] called WAGMOR PETS NON-PROFIT to inform them that “Wilma”  
5 had tested positive for distemper, a fatal disease in puppies with only a 20% survival rate.  
6 MOORE was met with confusion and defensiveness by WAGMOR PETS NON-PROFIT and  
7 was told that no other puppies from this litter were sick.

8 88. By June 8, 2022 “Wilma’s” cough had still not subsided so [REDACTED] brought her  
9 to a veterinarian in Los Angeles where they ran another series of diagnostic tests and x-rays.  
10 These x-rays showed damage to “Wilma’s” lower respiratory tract, which the vet believed was  
11 due to her immunocompromised state from the distemper. “Wilma” was now experiencing a  
12 series of infections and permanent lung damage. The vet also believed that “Wilma” would fall  
13 ill to many more parasites and infections due to the distemper.

14 89. [REDACTED] contacted WAGMOR PETS NON-PROFIT on multiple occasions  
15 informing them of “Wilma’s” distemper, and each time she was met with the same confusion and  
16 defensiveness and repeatedly told that no other puppies from “Wilma’s” litter were sick.

17 However, [REDACTED] took it upon herself to get in contact with the woman that had adopted  
18 “Wilma’s” brother. [REDACTED] was then informed that “Wilma’s” brother had been having similar  
19 diarrhea and intestinal issues leading to him being seen at an animal urgent care, and that this  
20 information was known to WAGMOR PETS NON-PROFIT. On information and belief,  
21 WAGMOR PETS NON-PROFIT concealed this information from [REDACTED] and lied about the  
22 conditions of other puppies from the litter. Additionally, WAGMOR failed to inform [REDACTED]  
23 that “Wilma” could be showing signs of illness, failed to use their two-week holding period to  
24 ensure “Wilma’s” health and safety to other dogs, and failed to inform [REDACTED] that she should  
25 be looking for signs of life-threatening illness.

26 90. Currently, [REDACTED] and “Wilma” are learning how to navigate the difficulties that  
27 come with having a very sick puppy. Since the day [REDACTED] adopted “Wilma,” she has not been  
28

1 allowed to walk around outside or play with other dogs due to the severity of this illness and risk  
2 of other dogs contracting the illness. Generally, this isolation period would have ended the day  
3 that “Wilma” received her final round of vaccines, approximately at the end of May. However,  
4 due to her diagnosis it has been extended and “Wilma” is still confined to [REDACTED]’s apartment.  
5 Due to the distemper, “Wilma” cannot be in public, she cannot be groomed, and she cannot be  
6 boarded. [REDACTED] has missed family events, a wedding, and even unknowingly exposed other  
7 dogs to distemper prior to Wilma’s diagnosis because she was unaware that Wilma had been  
8 exposed prior to adoption.

9 91. On June 20, 2022, [REDACTED] rushed “Wilma” to the animal hospital because she  
10 was showing signs of neurological issues such as trouble standing, walking and holding her head  
11 up. “Wilma” was admitted to the hospital and [REDACTED] was informed that these were a  
12 consequence of distemper. The hospital informed [REDACTED] she had the option of euthanasia as  
13 recovery was uncertain. [REDACTED] opted to monitor Wilma’s symptoms for now.

14 92. To this day, [REDACTED] has received zero support from WAGMOR PETS, financial  
15 or otherwise (including at a minimum a refund of her adoption fee). [REDACTED] has spent  
16 approximately \$5000.00 in medical care as well as necessities for “Wilma” since she cannot go  
17 outside nor function properly.

18 93. On information and belief, had [REDACTED] been informed of the distemper or to look  
19 for possible signs of illness, she could have taken steps to plan and prepare, rather than being left  
20 scrambling to pay the rising medical bills and learning to cope with the emotional trauma of  
21 caring for a helpless, ill animal more adequately.

22 94. After learning of “Wilma’s” distemper diagnosis, [REDACTED] decided to do some  
23 research on WAGMOR PETS NON-PROFIT. [REDACTED] was extremely disturbed by what she  
24 found. [REDACTED] stated that “the statistics on dogs who come through WAGMOR PETS NON-  
25 PROFIT speak for themselves.” [REDACTED] that the adoption fees charged by WAGMOR  
26 PETS were actually going to THE WAGMOR and not being used to care for the animals as she  
27 had been told and believed. [REDACTED] learned that THE WAGMOR AND WAGMOR PETS  
28



NON-PROFIT purchase animals from puppy mills and other dangerous, unethical, and unsafe situations.

95. Upon information and belief and based on the information she has researched on WAGMOR PETS NON-PROFIT and THE WAGMOR, following her adoption of “Wilma,” [REDACTED] believes that WAGMORE PETS NON-PROFIT and THE WAGMOR is “nothing more than an evil façade used to defraud dog lovers into paying absurd adoption fees in order to ‘save’ the very animals THE WAGMOR is harming through their lucrative business model.” This organization is run by the “irresponsible and not-so-subtle clout chaser.” Melissa Bacelar (“BACELAR”).

96. Upon information and belief, [REDACTED] believes BACELAR has endangered lives of animals across Los Angeles County while taking an active role in the overbreeding and abuse of puppies for profit.

97. To date, “Wilma” is surviving but the cost that will be involved to provide the care needed for her to live as a distemper survivor is unknown and incalculable. Had [REDACTED] known the truth about BACELAR, THE WAGMOR, and WAGMOR PETS NON-PROFIT (including that Defendants were placing dogs up for adoption with illegal fees) she would have adopted directly from a shelter so that there was certainty that the dog was truly a rescue, was sterilized, and to ensure the money paid went to saving other dogs, not to the owner of an entity for profit.

## **VI. CLASS ALLEGATIONS**

98. Plaintiffs reallege and incorporate by reference the allegations set forth in the preceding paragraphs of this complaint.

99. This action is brought and may be properly maintained as a class action pursuant to the provisions of California Code of Civil Procedure § 382 and/or California Civil Code § 1781.

100. Plaintiffs bring this action on behalf of Plaintiffs and all others similarly situated. Plaintiffs represent and are members of the Class, consisting of:

All persons who in the State of California who paid monies to Defendant/s for one or more dog(s) with an adoption fee greater than



1                   \$500 per dog between January 1, 2019 through present (the  
2                   “Class”).

3           101. Excluded from the proposed Class are Defendants, any entities in which  
4 Defendants have a controlling interest, and the officers, directors, affiliates, attorneys, heirs,  
5 predecessors, and successors in interest, subsidiaries, employees, agents and/or assigns of  
6 Defendants. Plaintiffs reserve the right to modify the definition of the Classes (or add one or more  
7 subclasses) after further discovery. Such a representative action is necessary to prevent and  
8 remedy the deceptive, unlawful and unfair practices alleged herein.

9           102. Ascertainable Class. This action may be properly brought and maintained as a  
10 class action because the members of the proposed Class are clearly and easily ascertainable. While  
11 the exact number of Class members is unknown to Plaintiffs at this time, the members of the  
12 Class can readily be ascertainable through Defendants’ transaction records and receipts and/or  
13 billing, database files, and business records. The Class members can be readily located and  
14 notified of this class action. Plaintiffs believe that there are several thousands of members of the  
15 proposed Class. Accordingly, because the number of persons within the Plaintiff Class is so  
16 substantial, it is impractical to join each member of the Class as a named plaintiff. Thus,  
17 utilization of the class action mechanism is the most economically feasible means of determining  
18 and adjudicating the merits of this litigation.

19           103. Community of Interest. The claims of Plaintiffs are typical of the claims of  
20 members of the Class, and Plaintiffs’ interests are consistent with and not antagonistic to those of  
21 other Class members they seek to represent. Accordingly, this action may be properly brought  
22 and maintained as a class action because there is a well-defined community of interest among the  
23 members of the proposed Class. Plaintiffs, like all members of the proposed Class, were and are  
24 similarly affected and injured by having been misled by Defendants’ deceptive and fraudulent  
25 actions into paying in excess of \$500.00 to a pet store to purchase puppies from Defendants. The  
26 factual bases of Defendants’ misconduct are common to all members of the Class and represent  
27 a common practice of wrongful conduct resulting in damages to all members of the Class.

28           104. Common Questions of Law and Fact Predominate. Defendants’ practices and

omissions were applied uniformly such that common questions of fact and law exist to all members of the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact which do not vary from Class member to Class member, and which may be determined without reference to the individual circumstances of any class member, include, but are not limited to, the following:

- a. Whether Defendants' practices and representations made in connection with the origin, labeling, advertising, marketing, promotion, and sale of dogs were "unfair, deceptive, untrue, or misleading" in any respect, thereby violating California Business & Professions Code § 17200, *et seq.*;
- b. Whether Defendants' practices and representations made in connection with the origin, advertising, marketing, promotion, and/or sales of dogs were "untrue or misleading" in any respect, thereby violating California Business & Professions Code § 17500, *et seq.*;
- c. Whether Defendants' practices violated the cap on adoption fees by charging in excess of \$500.00 in connection with the sale of dogs, thereby violating Health & Safety Code § 122354.5 and supporting a violation of California Business & Professions Code § 17200, *et seq.*;
- d. Whether Defendants' practices and representations made in connection with the adoption fees, i.e., calling them a fee for "services" and having the money paid to the pet store violated the prohibition that the pet store shall not receive any fees in connection with the display of dogs, thereby violating Health & Safety Code § 122354.5 and supporting a violation of California Business & Professions Code § 17200, *et seq.*;
- e. Whether Defendants misrepresented their products and/or services in connection with the sale of dogs;
- f. Whether Defendants' practices and representations made in connection with the sales of dogs violated California Civ. Code § 1750, *et seq.*;
- g. Whether Defendants were unjustly enriched by collecting, taking or otherwise receiving monies in Defendants' possession belonging to Plaintiffs and the Class and wrongfully retained such monies to its own use and benefit;
- h. Whether Plaintiffs and the Class are entitled to actual damages, restitution, disgorgement and punitive damages; and
- i. Whether Plaintiffs and the Class are entitled to injunctive relief, public injunctive relief, and declaratory relief.

105. Adequate Class Representation by Competent Counsel. The Plaintiffs have no

1 interests that are adverse to, or which conflict with, the interests of the absent members of the  
2 Class and are able to fairly and adequately represent and protect the interests of such a Class (and  
3 any after defined subclasses). Plaintiffs have raised viable claims of the type reasonably expected  
4 to be raised by members of the Class and will vigorously pursue those claims. If necessary,  
5 Plaintiffs may seek leave of this Court to amend this Complaint to include additional Class  
6 representatives to represent the Class or additional claims as necessary. Plaintiffs have retained  
7 and are represented by experienced, qualified, and competent counsel who are committed to  
8 prosecuting this class action and have the financial resources necessary to do so. Neither Plaintiffs  
9 nor their counsel have any interest adverse to those of the Class members.

10 106. Substantial Benefit to the Parties and the Court. Certification of this class action  
11 is appropriate under California Code of Civil Procedure § 382 and/or California Civil Code §  
12 1781. A class action is superior to other available methods for the fair and efficient adjudication  
13 of this controversy, since individual litigation of the claims of all Class members is impracticable.  
14 It would be unduly burdensome to the courts in which individual litigation of numerous cases  
15 would proceed. Individualized litigation would also present a potential for varying, inconsistent,  
16 or contradictory judgments, and would magnify the delay and expense to all parties and to the  
17 court system resulting from multiple trials of the same factual issues. By contrast, the maintenance  
18 of this action as a class action, with respect to some or all of the issues presented herein, presents  
19 few management difficulties, conserves the resources of the parties and of the court system and  
20 protects the rights of each member of the Class. Plaintiffs anticipate no difficulty in the  
21 management of this action as a class action.

22 107. Additionally, the prosecution of separate actions by individual Class members  
23 may create a risk of multiple adjudications with respect to them that would, as a practical matter,  
24 be dispositive of the interests of the other members of the Class not parties to such adjudications,  
25 or that would substantially impair or impede the ability of such nonparty Class members to protect  
26 their interests. The prosecution of individual actions by Class members could establish  
27 inconsistent results and result in establishing incompatible standards of conduct for Defendants.  
28

**VII. CAUSES OF ACTION**

**FIRST CAUSE OF ACTION**

**Violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*  
(Against All Defendants)**

108. Plaintiffs reallege and incorporate by reference the allegations set forth in the preceding paragraphs of this complaint.

109. Plaintiffs bring this claim individually and on behalf of the members of the proposed California Class against Defendants.

110. California Business and Professions Code § 17200 *et seq.* (“UCL”), prohibits unfair competition that constitutes any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising. The statute is directed toward the public’s right to protection from fraud, deceit, and unlawful conduct and its main purpose is consumer protection.

111. The UCL defines “unfair business competition” to include any “unlawful, unfair or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising. California Business and Professions Code § 17200.

112. The UCL imposes strict liability. Plaintiffs need not prove that Defendants intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such practices occurred.

113. Plaintiffs are informed and believe and on that basis allege that Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices in the following ways:

a. THE WAGMOR adopts out, sells, or offers for sale dogs in violation of Health & Safety Code § 122354.5;

b. THE WAGMOR provides space for the display of dogs that are not being displayed by either a public animal control agency or shelter, or rescue group in violation of Health & Safety Code § 122354.5;

c. THE WAGMOR receives fees in connection with the display of and sale of dogs in violation of Health & Safety Code § 122354.5;



d. THE WAGMOR displays, adopts out, sells, or offers for sale dogs that are not sterilized in violation of Health & Safety Code § 122354.5;

e. WAGMOR PETS NON-PROFIT displays, adopts out, sells, or offers for sale dogs that are not sterilized in violation of Health & Safety Code § 122354.5;

f. THE WAGMOR adopts out, sells, or offers for sale dogs for total fees, including, but not limited to, adoption fees, that exceed five hundred dollars (\$500) in violation of Health & Safety Code § 122354.5;

g. WAGMOR PETS NON-PROFIT adopts out, sells, or offers for sale dogs for total fees, including, but not limited to, adoption fees, that exceed five hundred dollars (\$500) in violation of Health & Safety Code § 122354.5;

h. WAGMOR PETS NON-PROFIT does not post adoption fees that are visible to the public on or near the enclosures or areas where adoptable dogs are displayed in violation of Health & Safety Code § 122354.5;

i. WAGMOR PETS NON-PROFIT disguises that it obtains dogs from third parties in exchange for payment or compensation:

j. THE WAGMOR disguises that it obtains dogs from third parties in exchange for payment or compensation:

k. BACELAR disguises that she obtains dogs from third parties in exchange for payment or compensation:

l. All Defendants disguise the true origin, condition and health of puppies sold by THE WAGMOR and/or WAGMOR PETS NON-PROFIT:

m. All Defendants committed deceptive acts by making written and/or oral material representations and omissions that had a capacity, tendency, or likelihood to deceive or confuse reasonable consumers by representing that the dogs were being placed for adoption by WAGMOR PETS NON-PROFIT when, in fact, the dogs are being sold by THE WAGMOR and the THE WAGMOR receives all the fees paid by consumers;

n. All Defendants committed deceptive acts by making written and/or oral

1 material representations and omissions that had a capacity, tendency, or likelihood to  
2 deceive or confuse reasonable consumers by representing that the dogs are available for  
3 adoption through WAGMOR PETS NON-PROFIT thereby representing fees paid for the  
4 dogs would be tax deductible “donations” to WAGMOR PETS NON-PROFIT when, in  
5 fact, the unsuspecting consumers are buying the dogs from THE WAGMOR and THE  
6 WAGMOR receives all the fees paid by consumers;

7 o. All Defendants committed deceptive acts by making written and/or oral  
8 material representations and omissions that had a capacity, tendency, or likelihood to  
9 deceive or confuse reasonable consumers by representing donations were needed in order  
10 to rescue dogs at a shelter that would be euthanized when, in fact, this statement was false  
11 and BACELAR made this statement in order to obtain donations for WAGMOR PETS  
12 NON-PROFIT;

13 p. All Defendants committed deceptive acts by making written and/or oral  
14 material representations and omissions that had a capacity, tendency, or likelihood to  
15 deceive or confuse reasonable consumers by representing donations were needed for  
16 caring for two dogs named Faith and Q, when in fact, this statement was false, and the  
17 dogs were euthanized by Defendants;

18 q. All Defendants committed deceptive acts by making written and/or oral  
19 material representations and omissions that had a capacity, tendency, or likelihood to  
20 deceive or confuse reasonable consumers by representing dogs received veterinary care,  
21 when in fact, no veterinary care was provided or Defendants placed dogs with Brittney  
22 Delacruz who cared for the dogs in her own home, on her patio, and without being a  
23 licensed veterinarian;

24 r. All Defendants committed deceptive acts by making written and/or oral  
25 material representations and omissions that had a capacity, tendency, or likelihood to  
26 deceive or confuse reasonable consumers by representing the dogs are healthy upon  
27 adoption/sale and when the dogs become ill shortly after adoption, refuse to reimburse  
28



1 fees paid for the dogs or to pay for treatment and instead, deny all liability, state that no  
2 other dog is similarly affected and offers assistance only if the consumer agrees to execute  
3 a non-disclosure agreement;

4 s. All Defendants committed deceptive acts by making written and/or oral  
5 material representations and omissions that had a capacity, tendency, or likelihood to  
6 deceive or confuse reasonable consumers by requiring consumers to enter into an adhesion  
7 contract that requires consumers to agree to the health of the dogs, agree to be liable for  
8 any future health or behavior issues, and to agree that under no circumstances will fees be  
9 reimbursed, even if Defendants were aware of behavior and/or health issues prior to the  
10 consumer taking ownership of the dog and failed to disclose this fact.

11 ***“Unfair” Prong***

12 114. A business act or practice is “unfair” under the UCL if it offends an established  
13 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to  
14 consumers, and that unfairness is determined by weighing the reasons, justifications and motives  
15 of the practice against the gravity of the harm to the alleged victims.

16 115. Defendants’ actions constitute “unfair” business practices because, as alleged  
17 above, Defendants engaged in a misleading and deceptive practice of, at a minimum, intentionally  
18 displaying dogs for sale for an adoption fee of more than \$500; disguising that Defendants obtains  
19 dogs from third parties in exchange for payment or compensation; and displaying, adopting out,  
20 selling, or offering for sale dogs that are not sterilized in violation of Health & Safety Code §  
21 122354.5.

22 116. This is done to deceive consumers into believing they are adopting a legitimate  
23 rescue dog that has been sold pursuant to the requirements of Health & Safety Code § 122354.5,  
24 thus saving Defendants money and increasing its profit margin.

25 117. Defendants’ acts and practices offend an established public policy of transparency  
26 in warranty rights, and they therefore engage in immoral, unethical, oppressive, and unscrupulous  
27 activities that are substantially injurious to consumers.  
28

118. The harm to Plaintiffs and Class Members grossly outweighs the utility of Defendants' practices as there is no utility to Defendants' practices.

***"Fraudulent" Prong***

119. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the consuming public.

120. Defendants' acts and practices alleged above constitute fraudulent business acts or practices as they deceived Plaintiffs and are highly likely to deceive members of the consuming public.

121. By not disclosing that the dogs were obtained in exchange for payment (and by seeking to profit from the illegal sale of such dogs), Defendants led Plaintiffs and Class Members to believe that the dogs were being adopted from a legitimate rescue organization and that the dogs were sold pursuant to the requirements of Health & Safety Code § 122354.5, including that such dogs were not being sold for an illegal adoption fee.

***"Unlawful" Prong***

122. A business act or practice is "unlawful" under the UCL if it violates any other law or regulation.

123. Defendants' acts and practices alleged above constitute unlawful business acts or practices as they have violated the plain language of Health & Safety Code § 122354.5 as described herein. As detailed in Plaintiffs' Second and Third Causes of Action, Defendants' acts and practices surrounding the sale of dogs also violate the FAL and several provisions of the CLRA.

124. The violation of any law constitutes an "unlawful" business practice under the UCL.

125. These acts and practices alleged were intended to or did result in violations of Health & Safety Code § 122354.5, the FAL and the CLRA.

126. The statements and representations made by Defendants include, but are not limited to direct statements, in person, in the adoption documents, by email and via Defendants'

1 online marketing materials, made to the Plaintiffs and the consuming public.

2 127. Defendants' practices, as set forth above, have misled Plaintiffs, the Class  
3 Members, and the public in the past and will continue to mislead in the future. Consequently,  
4 Defendants' practices constitute an unlawful, fraudulent, and unfair business practice within the  
5 meaning of the UCL.

6 128. Plaintiffs are informed and have reason to believe that Defendants continue to  
7 practice the same unlawful, unfair, or fraudulent business acts or practices to this day.

8 129. Defendants' acts, misrepresentations, concealment of material facts and failures  
9 to disclose as alleged in this Complaint, constitute unlawful, unfair or fraudulent business acts or  
10 practices and unfair, deceptive, untrue or misleading advertising within the meaning of California  
11 Business & Professions Code § 17200 *et seq.*

12 130. Upon information and belief, Defendants intended that customers rely on these  
13 deceptive acts and practices in purchasing puppies from THE WAGMOR and/or WAGMOR  
14 PETS NON-PROFIT, with the knowledge that significant harm would result.

15 131. Plaintiffs did, in fact, purchase puppies in reliance on these deceptive acts and  
16 practices and Defendants' conduct caused injury in fact to Plaintiffs, including significant  
17 financial and personal costs.

18 132. Pursuant to California Business & Professions Code § 17203, Plaintiffs seek an  
19 award of equitable relief including requiring that Defendants (a) make full restitution of all  
20 monies obtained from the unlawful, unfair, or fraudulent business acts or practices and unfair,  
21 deceptive, untrue or misleading advertising as described in this Complaint and (b) disgorge all  
22 profits obtained from the unlawful, unfair or fraudulent business acts or practices and unfair,  
23 deceptive, untrue or misleading advertising as described in this Complaint.

24 133. Pursuant to California Business & Professions Code § 17203, Plaintiffs seek an  
25 award of preliminary and permanent injunctive relief enjoining Defendants from continuing to  
26 engage in the unlawful, unfair or fraudulent business acts or practices and unfair, deceptive,  
27 untrue or misleading advertising as described in this Complaint.

28

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12           136. Plaintiffs reallege and incorporate by reference the allegations set forth in the  
13 preceding paragraphs of this Complaint.

14           137. Plaintiffs bring this claim individually and on behalf of the members of the  
15 proposed California Class against Defendant.

28

professional or otherwise . . . as so advertised.” *Id.*

139. Defendants have disseminated, or caused to be disseminated, false and misleading statements and representations in the promotion and/or marketing of the puppies purchased by Plaintiffs. These statements and representations include, but are not limited to (a) direct statements, in person at THE WAGMOR store and via Defendants’ marketing materials, made to Plaintiffs and the consuming public, regarding the health of its dogs, (b) direct statements, made in person and in each contract regarding the health of the dogs and that WAGMOR PETS NON-PROFIT incurred expenses for the dogs, and (c) direct warranties provided in each contract that its puppies were in good health and fit for sale. These statements were and continue to be false.

140. Defendant violated § 17500, *et seq.* by misleading Plaintiffs and the Class to believe that they were adopting a rescue dog (that was not obtained in exchange for payment) and that the adoption fee complied with California law.

141. In making or disseminating the statements alleged herein, Defendants knew, or by the exercise of reasonable care should have known, that such statements were untrue or misleading and in violation of California Business and Professional Code § 17500 *et seq.*

142. As a direct and proximate result of Defendants’ conduct, Plaintiffs suffered damages.

143. Plaintiffs and the Class lost money or property as a result of Defendants’ violations of the FAL because: (a) they would not have purchased or paid for a dog from Defendants absent Defendants’ misrepresentations and omissions of a warning that they were adopting a dog that was illegally obtained in exchange for payment and that the adoption fee charged was in violation of California law; (b) they would not have purchased or adopted a dog absent Defendants’ misrepresentations and omissions; (c) they paid a price premium for Defendants’ dogs based on Defendant’s misrepresentations and omissions; (d) Defendants’ dogs did not have the characteristics, benefits, or quantities as promised; and (e) Defendants never intended to refund monies paid for their dogs.

144. Under the FAL, “[i]t is unlawful for any person, firm, corporation or association,

1 or any employee thereof with intent directly or indirectly to dispose of real or personal property  
2 or to perform services” to disseminate any statement “which is untrue or misleading, and which  
3 is known, or which by the exercise of reasonable care should be known, to be untrue or  
4 misleading.” Cal. Bus. & Prof. Code § 17500.

5 145. Defendants’ business practices as alleged herein constitute unfair, deceptive,  
6 untrue, and misleading advertising pursuant to the FAL because Defendants advertised the  
7 adoption of their dogs in a manner that is untrue and misleading, which Defendants knew or  
8 reasonably should have known.

9 146. Defendants profited from the sales of the falsely and deceptively advertised dogs  
10 at the expense of unwary and believing consumers.

11 147. Plaintiffs are informed and believe that Defendants continue to disseminate, or  
12 cause to be disseminated, similar false and misleading statements about the history, origin and  
13 health of other dogs in their care and in their warranties in sales contracts for dog sales.

14 148. Pursuant to California Business & Professions Code § 17535, Plaintiffs seek an  
15 award of equitable and injunctive relief from this Court including requiring that Defendants (a)  
16 make full restitution of all monies obtained from the dissemination of false, untrue and misleading  
17 statements, as described in this Complaint and (b) disgorge all profits obtained from the  
18 dissemination of false, untrue and misleading statements, as described in this Complaint.

19 149. Pursuant to California Business & Professions Code § 17535, Plaintiffs seek an  
20 award of injunctive relief enjoining Defendants from continuing to engage in the dissemination  
21 of false, untrue and misleading public statements and representations as described in this  
22 Complaint.

23 150. Plaintiffs and the Class Members request the Court enter an order awarding them  
24 mandatory restitution and that they are entitled to recover their reasonable attorneys’ fees.

25 151. Plaintiffs and the Class Members therefore also seek pre-and-post judgment  
26 interest and attorneys’ fees and costs as allowed by statute, including without limitation those  
27 recoverable under Cal. Code Civ. Proc. § 1021.5, any common law “private attorney general”  
28



1 equitable doctrine, any “common fund” doctrine, any "substantial benefit" doctrine, and/or any  
2 equitable principles of contribution and/or other methods of awarding attorneys' fees and costs.

3 152. Pursuant to California Business & Professions Code § 17534.5, remedies awarded  
4 under this cause of action are cumulative to remedies provided by other laws.

5  
6 **THIRD CAUSE OF ACTION**

7 **Violation of California’s Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.***

8 **(Against All Defendants)**

9 153. Plaintiffs reallege and incorporate by reference the allegations set forth in the  
10 preceding paragraphs of this Complaint.

11 154. Plaintiffs bring this claim individually and on behalf of the members of the  
12 proposed California Class against Defendants.

13 155. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (“CLRA”)  
14 prohibits unfair or deceptive practices in connection with the sale of goods or services to a  
15 consumer.

16 156. The CLRA is meant to be “liberally construed and applied to promote its  
17 underlying purposes, which are to protect consumers against unfair and deceptive business  
18 practices and to provide efficient and economical procedures to secure such protection.” Cal.  
19 Civ. Code § 1760.

20 157. The CLRA defines “services” as “work, labor, and services for other than a  
21 commercial or business use, including services furnished in connection with the sale or repair of  
22 goods.” Cal. Civ. Code § 1761(b). While “goods” are defined as “tangible chattels bought or  
23 leased for use primarily for personal, family, or household purposes, including certificates or  
24 coupons exchangeable for these goods, and including goods that, at the time of the sale or  
25 subsequently, are to be so affixed to real property as to become a part of real property, whether  
26 or not they are severable from the real property.” Cal. Civ. Code § 1761(a).

27 158. Plaintiffs and Class Members purchased “services” and/or “goods” from  
28 Defendants as defined by the CLRA.

159. Plaintiffs and Class Members are “consumers” who paid Defendants in exchange for its pet adoption services and to purchase a dog for personal, family or household purposes as defined by the CLRA. Cal. Civ. Code § 1761(d).

160. Each of the purchases made by Plaintiffs and the Class Members from Defendants were “Transactions” as defined by the CLRA. Cal. Civ. Code § 1761(e).

161. Defendants are each a “person” as defined by Cal. Civ. Code § 1761(c).

162. Defendants’ actions, representations, and conduct have violated, and continue to violate the CLRA, because they extend to transactions that intended to result, or which have resulted in, the sale of services and/or goods to consumers.

163. Specifically, Defendants are in violation of the CLRA because (at a minimum) Defendants acting with knowledge, intentionally, and unlawfully brought harm upon Plaintiffs and the Class by knowingly and/or purposefully making the following deceptive, material misrepresentations and/or omissions:

- a. All Defendants committed deceptive acts by making written and/or oral material representations and omissions that had a capacity, tendency, or likelihood to deceive or confuse reasonable consumers by representing that the dogs were being placed for adoption by WAGMOR PETS NON-PROFIT when, in fact, the dogs are being sold by THE WAGMOR and the THE WAGMOR receives all the fees paid by consumers;
- b. All Defendants committed deceptive acts by making written and/or oral material representations and omissions that had a capacity, tendency, or likelihood to deceive or confuse reasonable consumers by representing the dogs are healthy upon adoption/sale and when the dogs become ill shortly after adoption, refuse to reimburse fees paid for the dogs or to pay for treatment and instead, deny all liability, state that no other dog is similarly affected and offers assistance only if the consumer agrees to execute a non-disclosure agreement; and,

1 c. All Defendants committed deceptive acts by making written and/or oral  
2 material representations and omissions that had a capacity, tendency, or  
3 likelihood to deceive or confuse reasonable consumers by knowingly charging  
4 consumers an adoption fee that exceeds the State of California's mandated cap  
5 of \$500;

6 164. The CLRA prohibits "[r]epresenting that goods or services have sponsorship,  
7 approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that  
8 a person has a sponsorship, approval, status, affiliation, or connection which he or she does not  
9 have." By engaging in the conduct set forth herein, Defendants violated and continue to violate  
10 Section 1770(a)(5) of the CLRA because Defendants' conduct constitutes unfair methods of  
11 competition and unfair or fraudulent acts or practices in that Defendants misrepresented the  
12 particular characteristics, benefits, and quantities of its services and/or goods.

13 165. Cal. Civ. Code § 1770(a)(7) also prohibits "[r]epresenting that goods or services  
14 are of a particular standard, quality, or grade, or that goods are of a particular style or model, if  
15 they are of another." By engaging in the conduct set forth herein, Defendants violated and  
16 continue to violate Section 1770(a)(7) of the CLRA because Defendants' conduct constitutes  
17 unfair methods of competition and unfair or fraudulent acts or practices in that Defendants  
18 misrepresented the particular standard, quality or grade of its services and/or goods.

19 166. Cal. Civ. Code § 1770(a)(9) further prohibits "[a]dvertising goods or services with  
20 intent not to sell them as advertised." By engaging in the conduct set forth herein, Defendants  
21 violated and continue to violate Section 1770(a)(9), because Defendants' conduct constitutes  
22 unfair methods of competition and unfair or fraudulent acts or practices in that Defendant  
23 advertises its services and/or goods with the intent not to sell the services as advertised.

24 167. Cal. Civ. Code § 1770(a)(14) further prohibits "[r]epresenting that a transaction  
25 confers or involves rights, remedies, or obligations that it does not have or involve, or that are  
26 prohibited by law." By engaging in the conduct set forth herein, Defendants violated and continue  
27 to violate Section 1770(a)(14), because Defendants' conduct constitutes unfair methods of  
28

1 competition and unfair or fraudulent acts or practices in that Defendants at a minimum are  
2 representing that consumers must pay an adoption fee above the state mandated \$500 limit in  
3 violation of Health and Safety Code § 122354.5.

4 168. Plaintiffs and the Class acted reasonably when they purchased dogs from  
5 Defendants' on the belief that Defendants' misrepresentations were true and lawful.

6 169. Plaintiffs and the Class suffered tangible, concrete, injuries in fact caused by  
7 Defendants because: (a) they would not have purchased or paid for a dog from Defendants absent  
8 Defendants' misrepresentations and omissions; (b) they would not have purchased or paid for a  
9 dog from Defendants on the same terms (i.e., in exchange for a fee that exceeded the \$500 limit in  
10 violation of Health and Safety Code § 122354.5) absent Defendants' misrepresentations and  
11 omissions; (c) they paid a price premium for their dogs over the state law requirement due to the  
12 misrepresentations and omissions of Defendants; and (d) Defendants' dogs and adoption services  
13 did not have the characteristics, benefits, or quantities as promised.

14 170. The above-described conduct by Defendants misrepresented the nature of  
15 Plaintiffs and the Class Members' purchases. These misrepresentations would and in fact did  
16 deceive Plaintiffs, Class Members, and other reasonable consumers.

17 171. On information and belief, Defendants' violations of the CLRA discussed above  
18 were done with the actual knowledge, intent, and awareness that the conduct alleged was  
19 wrongful.

20 172. On information and belief, Defendants committed these acts knowing they would  
21 harm Plaintiffs and Class Members.

22 173. Plaintiffs and Class Members were harmed as a direct and proximate result of  
23 Defendants' violations of the CLRA and are thus entitled to a declaration that Defendants violated  
24 the CLRA.

25 174. Under California Civil Code § 1780(a), Plaintiffs and members of the Class seek  
26 injunctive and equitable relief for Defendants' violations of the CLRA.

27 175. On July 18, 2022, Plaintiffs, through their attorneys, placed in the mail (certified  
28

1 mail return receipt requested) a demand for corrective action pursuant to Cal. Civ. Code § 1782  
2 (the “Demand”) addressed to Defendants and Defendants’ agent(s) for service of process. The  
3 Demand was also sent to Defendants’ former counsel on August 31, 2022 via email and via  
4 Certified Mail on September 6, 2022. However, Defendants failed, within 30 days of receipt of  
5 Plaintiffs’ Demand, to provide Plaintiffs with an appropriate correction, repair, replacement, or  
6 other remedy, and have offered no relief or cure for the Class Members. Therefore, Plaintiffs seek  
7 actual, punitive, and statutory damages, as appropriate against Defendants, as well as injunctive  
8 relief and attorneys’ fees and costs.

9 176. Attached hereto as **Exhibits 3, 4, and 5** are sworn declarations from Plaintiffs  
10 pursuant to Cal. Civ. Code § 1780(d).

#### 11 12 **FOURTH CAUSE OF ACTION**

##### 13 **Intentional Misrepresentation**

##### 14 **(Against All Defendants)**

15 177. Plaintiffs reallege and incorporate by reference the allegations set forth in the  
16 preceding paragraphs of this Complaint.

17 178. Plaintiffs bring this claim individually and on behalf of the members of the  
18 proposed California Class against Defendants.

19 179. Defendants made material representations to Plaintiffs, by means of oral  
20 representations, labeling, advertisements, promotions, and/or marketing, that puppies sold by  
21 Defendants, including those puppies purchased by Plaintiffs were healthy, when, in fact, they  
22 were not.

23 180. Defendants made material representations to Plaintiffs, by means of oral  
24 representations, advertisements, promotions, and/or marketing, that 100% of donations received  
25 go to medical bills, when, in fact, they do not. BACELAR will use donations to pay for (a)  
26 BACELAR’s personal expenses for herself and her family, including but not limited to, her  
27 children’s field trips, teacher’s gifts, and her own personal pets; and (b) payment to third parties  
28

1 who procure puppies for Defendants.

2 181. Defendants made material representations to Plaintiffs, by means of oral  
3 representations, advertisements, promotions, and/or marketing, that donations were needed in  
4 order to rescue dogs at a shelter that would be euthanized when, in fact, this statement was false  
5 and BACELAR made this statement in order to obtain donations for WAGMOR PETS NON-  
6 PROFIT.

7 182. Defendants made material representations to Plaintiffs, by means of oral  
8 representations, advertisements, promotions, and/or marketing, that dogs received veterinary  
9 care, when in fact, no veterinary care was provided or Defendants placed dogs with Brittney  
10 Delacruz who cared for the dogs in her own home, on her patio, and without being a licensed  
11 veterinarian.

12 183. Defendants made material representations to Plaintiffs, by means of oral  
13 representations or written, advertisements, promotions, and/or marketing, that fees paid for the  
14 dogs were tax deductible “donations” to WAGMOR PETS NON-PROFIT when, in fact, the dogs  
15 are being sold by THE WAGMOR and the THE WAGMOR receives all the fees paid by  
16 consumers.

17 184. Defendants made material representations that the puppies are “rescue” when, in  
18 fact, Defendants purchase puppies from third parties for resale.

19 185. Defendants’ representations were untrue, as set forth above.

20 186. Defendants made the representations herein alleged with the intention of inducing  
21 Plaintiffs to purchase the Defendants’ puppies and/or make donations.

22 187. Defendants further made material representations with the intention of avoiding  
23 liability for the deaths and illnesses of the puppies.

24 188. At the time Defendants made the representations herein alleged, Defendants knew  
25 that the representations were false.

26 189. Plaintiffs justifiably relied upon Defendants’ fraudulent and intentional  
27 misrepresentations and, in reliance on these representations, were induced to purchase the  
28



1 puppies.

2 190. As a direct and proximate result of Defendants' intentional misrepresentations,  
3 Plaintiffs were induced to buy sick puppies, spending an amount to be determined at trial on  
4 medical care for these puppies, and the emotional distress of having purchased puppy mill  
5 puppies.

6 191. Plaintiffs are informed and believe, and thereon allege, that Defendants knew that  
7 the puppies were sourced from third parties, paid for, and were ill, and that Defendants intended  
8 that consumers would rely on these misrepresentations and purchase sick puppies that were not  
9 "rescued." In doing these things, Defendants acted with malice, oppression and fraud and  
10 Plaintiffs are therefore entitled to recover punitive damages.

11 192. Plaintiffs and Class Members request the Court enter an order awarding Plaintiffs  
12 and the Class Members mandatory restitution, rescission, and/or actual damages, punitive and  
13 exemplary damages, and that they are entitled to recover their reasonable attorneys' fees.  
14 Plaintiffs and the Class Members therefore also seek pre-and-post- judgment interest and  
15 attorneys' fees and costs as allowed by statute, including without limitation those recoverable  
16 under Cal. Code Civ. Proc. § 1021.5, any common law "private attorney general" equitable  
17 doctrine, any "common fund" doctrine, any "substantial benefit" doctrine, and/or any equitable  
18 principles of contribution and/or other methods of awarding attorneys' fees and costs.

19  
20 **FIFTH CAUSE OF ACTION**

21 **Negligent Misrepresentation**

22 **(Against All Defendants)**

23 193. Plaintiffs reallege and incorporate by reference the allegations set forth in the  
24 preceding paragraphs of this Complaint.

25 194. Plaintiffs bring this claim individually and on behalf of the members of the  
26 proposed California Class against Defendants.

27 195. Defendants made material representations to Plaintiffs, by means of oral  
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1 representations, labeling, advertisements, promotions, and/or marketing, that dogs sold by  
2 Defendants, including those puppies purchased by Plaintiffs were healthy, when, in fact, they  
3 were not.

4 196. Defendants made material representations to Plaintiffs, by means of oral  
5 representations, advertisements, promotions, and/or marketing, that 100% of donations received  
6 go to medical bills, when, in fact, they do not. BACELAR used donations to pay for (a)  
7 BACELAR's personal expenses for herself and her family, including but not limited to her  
8 children's field trips, teacher's gifts, and her own personal pets; and (b) payment to third parties  
9 who procure puppies for Defendants.

10 197. Defendants made material representations to Plaintiffs, by means of oral  
11 representations, advertisements, promotions, and/or marketing, that donations were needed in  
12 order to rescue dogs at a shelter that would be euthanized when, in fact, this statement was false  
13 and BACELAR made this statement in order to obtain donations for WAGMOR PETS NON-  
14 PROFIT.

15 198. Defendants made material representations to Plaintiffs, by means of oral  
16 representations, advertisements, promotions, and/or marketing, that dogs received veterinary  
17 care, when in fact, no veterinary care was provided or Defendants placed dogs with Brittney  
18 Delacruz who cared for the dogs in her own home, on her patio, and without being a licensed  
19 veterinarian.

20 199. Defendants made material representations to Plaintiffs, by means of oral  
21 representations or written, advertisements, promotions, and/or marketing, that fees paid for the  
22 dogs were tax deductible "donations" to WAGMOR PETS NON-PROFIT when, in fact, the dogs  
23 are being sold by THE WAGMOR and THE WAGMOR receives all the fees paid by consumers.

24 200. Defendants made material representations that the puppies are "rescues" when, in  
25 fact, Defendants purchase puppies from third parties for resale.

26 201. Defendants' representations were untrue, as set forth above.

27 202. Defendants made the representations herein alleged with the intention of inducing  
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1 Plaintiffs to purchase the Defendants' puppies.

2 203. At the time Defendants made these misrepresentations, Defendants knew or  
3 should have known that these misrepresentations were false. Defendants at least negligently  
4 misrepresented and or negligently omitted material facts about the true nature of their dogs for  
5 sale.

6 204. Plaintiffs justifiably relied upon Defendants' fraudulent and intentional  
7 misrepresentations and, in reliance on these representations, were induced to purchase the  
8 puppies. If Plaintiffs had known the truth, they would not have purchased THE WAGMOR'S  
9 puppies.

10 205. Defendants owed Plaintiffs a duty to take reasonable care that the verbal and  
11 written information being provided by Defendants to the Plaintiffs was true and correct, including  
12 all information about the puppies' origins and health.

13 206. In providing its services to Plaintiffs and the Class Members, Defendants owed a  
14 duty to exercise reasonable care to make full, fair, and adequate disclosure in connection with the  
15 characteristics, uses, benefits, standards, quality, attributes, and nature of the dogs it sold. This  
16 duty included, among other things, taking reasonable measures to protect the rights of Class  
17 Members in compliance with applicable law, including, but not limited to, procedures and policies  
18 to supervise, restrict, limit, and determine the accuracy and truthfulness of their representations,  
19 materials, and advertising in connection with their goods and services.

20 207. At the time the Defendants made the misrepresentations herein alleged,  
21 Defendants had no reasonable grounds for believing the representations to be true, thereby  
22 breaching their duty owed to Plaintiffs.

23 208. The negligent misrepresentations and omissions made by Defendants, upon which  
24 Plaintiffs and Class Members reasonably, justifiably, and detrimentally relied, were intended to  
25 induce and influence, and actually induced and influenced, Plaintiffs and Class Members to  
26 purchase Defendant's dogs. Plaintiffs and Class Members would not have purchased their dogs,  
27 or would not have purchased the dogs on the same terms, if the true facts had been known. The  
28

negligent actions and misrepresentations of Defendants caused actual and tangible concrete injury and harm to Plaintiffs and Class Members who are entitled to damages and other legal and equitable relief as a result.

209. Defendant's negligence was a substantial factor in causing harm to Plaintiffs and Class Members.

210. As a proximate result of Defendants' misrepresentations, Plaintiffs were induced to buy sick puppies, spending an amount to be determined at trial on medical care for these puppies, and the emotional distress of having purchased puppies from Defendants.

211. Neither Plaintiffs nor other Class Members contributed to the unlawful conduct set forth herein, nor did they contribute to Defendant's making of its misrepresentation.

212. Plaintiffs and the Class Members request the Court enter an order awarding Plaintiffs and the Class Members mandatory restitution, rescission, and/or damages, and that they are entitled to recover their reasonable attorneys' fees. Plaintiffs and the Class Members therefore also seek pre-and-post-judgment interest and attorneys' fees and costs as allowed by statute, including without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any common law "private attorney general" equitable doctrine, any "common fund" doctrine, any "substantial benefit" doctrine, and/or any equitable principles of contribution and/or other methods of awarding attorneys' fees and costs.

## **SIXTH CAUSE OF ACTION**

### **Unjust Enrichment**

#### **(Against All Defendants)**

213. Plaintiffs reallege and incorporate by reference the allegations set forth in the preceding paragraphs of this Complaint.

214. "Under California law, the elements of unjust enrichment are: (a) receipt of a benefit; and (b) unjust retention of the benefit at the expense of another." *Valencia v. Volkswagen Grp. of Am. Inc.*, No. 15-CV-00887-HSG, 2015 WL 4747533, at \*8 (N.D. Cal. Aug. 11, 2015).

1 *See also, Munoz v. MacMillan*, 195 Cal. App. 4th 648, 661 (2011) (“Common law principles of  
2 restitution require a party to return a benefit when the retention of such benefit would unjustly  
3 enrich the recipient; a typical cause of action involving such remedy is ‘quasi-contract.’”).

4 215. “When a plaintiff alleges unjust enrichment, a court may construe the cause of  
5 action as a quasi-contract claim seeking restitution.” *Astiana v. Hain Celestial Grp., Inc.*, 783  
6 F.3d 753, 762 (9th Cir. 2015). “Whether termed unjust enrichment, quasi-contract, or quantum  
7 meruit, the equitable remedy of restitution when unjust enrichment has occurred “is an obligation  
8 (not a true contract [citation]) created by the law without regard to the intention of the parties,  
9 and is designed to restore the aggrieved party to her or her former position by return of the thing  
10 or its equivalent in money.” *F.D.I.C. v. Dintino*, 167 Cal. App. 4th 333, 346 (2008).

11 216. Plaintiffs and Class Members conferred non-gratuitous benefits upon Defendants  
12 by purchasing one or more dogs from Defendants that were displayed for sale in violation of  
13 Health and Safety Code § 122354.5, thereby significantly and materially increasing Defendants’  
14 revenues, profit margins, and profits, and unjustly enriching Defendants at the expense of and to  
15 the detriment of Plaintiffs and the Class Members.

16 217. Plaintiffs and the Class allege that Defendants owes money to them for the  
17 unlawful or deceptive conduct described herein.

18 218. At a minimum, Defendants were unjustly enriched by selling dogs in violation of  
19 Health and Safety Code § 122354.5.

20 219. Defendants are therefore liable to Plaintiffs and the Class in the amount of unjust  
21 enrichment or money had and received to be determined at trial.

22 220. Defendants’ retention of any benefit collected directly and indirectly from  
23 Plaintiffs’ and Class Member’s payments to Defendants violates principles of justice, equity, and  
24 good conscience. As a result, Defendants have been unjustly enriched.

25 221. Plaintiffs and Class Members are entitled to recover from Defendants all amounts  
26 that Defendants has wrongfully and improperly obtained, and Defendants should be required to  
27 disgorge to Plaintiffs and Class Members the benefits they have unjustly obtained.  
28

223. Defendants' retention of the non-gratuitous benefits conferred on them by Plaintiffs and Class Members would be unjust and inequitable. Plaintiffs and Class Members are entitled to seek disgorgement and restitution of wrongful profits, revenue, and benefits conferred upon Defendants in a manner established by this Court.

224. Plaintiffs and the Class Members request the Court enter an order awarding Plaintiffs and the Class Members restitution, rescission, and/or damages, and that they are entitled to recover their reasonable attorneys' fees.

225. Upon information and belief, the amount in which Defendants unjustly enriched themselves is the sum of no less than \$1,000,000.

226. It would be inequitable and unjust for Defendants to be permitted to retain any of the referral fee resulting from their wrongful, fraudulent, and inequitable conduct.

227. Plaintiffs and the Class Members therefore also seek pre-judgment and post-judgment interest and attorneys' fees and costs as allowed by statute, including without limitation those recoverable under Cal. Code Civ. Proc. § 1021.5, any common law "private attorney general" equitable doctrine, any "common fund" doctrine, any "substantial benefit" doctrine, and/or any equitable principles of contribution and/or other methods of awarding attorneys' fees and costs.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, on behalf of themselves, and all others similarly situated, and for the members of the general public as private attorney generals under California Business and Professions Code § 17204, pray for relief, jointly and severally, pursuant to each cause of action set forth in this Complaint as follows against Defendants, and each of them:

1. For an order certifying that the action may be maintained as a class action;

2. For an order that Plaintiffs be appointed as the representatives of the Class;
3. For an order that Plaintiffs' attorneys be appointed Class Counsel;
4. For an order requiring Defendants to bear the cost of class notice(s);
5. For an order awarding declaratory and other equitable relief, including rescission, as necessary to protect the interests of Plaintiffs and the Class Members;
6. For an order declaring Defendants' conduct unlawful;
7. For an order of equitable relief in the form of restitution of all monies wrongfully obtained as a result of practices and conduct described in this Complaint;
8. For an order granting permanent injunctive relief enjoining the Defendants, its successors, agents, representatives, employees, and any party acting in concert with Defendants, from continuing to engage in unlawful, unfair and fraudulent business practices and deceptive representations and advertising as described in this Complaint;
9. For an order compelling Defendants to conduct a corrective advertising campaign, including through public injunctive relief;
10. For an order compelling Defendants to recall and destroy all misleading and deceptive advertising materials, including through public injunctive relief;
11. For an order for actual damages, injunctive relief, restitution, and punitive damages pursuant to California Code of Civil Procedure § 1780;
12. For an order of equitable relief in the form of disgorgement of all ill-gotten gains flowing from practices and conduct described in this Complaint;
13. For an order requiring imposition of a constructive trust and/or disgorgement of Defendant' ill-gotten gains and to pay restitution to Plaintiffs and all members of the Class and to restore to Plaintiffs and members of the Class all funds acquired by means of any act or practice declared by this court to be an unlawful, fraudulent, or unfair business act or practice, in violation of laws, statutes or regulations, or constituting unfair competition, plus pre-and post-judgment interest thereon;
14. For actual and punitive damages, in an amount to be proven at trial;



15. For an award to Plaintiff of all applicable costs and the reimbursement and payment of reasonable attorneys' fees, to the extent permitted by law, including pursuant to and California Civil Code §1794(d) and/or Cal. Code Civ. Proc. § 1021.5, any common law "private attorney general" equitable doctrine, any "common fund" doctrine, any "substantial benefit" doctrine, and/or any equitable principles of contribution and/or other methods of awarding attorneys' fees and costs;

16. For pre-judgment and post-judgment interest on any amounts awarded, pursuant to California Civil Code § 3287(a); and

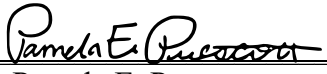
17. Other and further relief as the court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury on all claims so triable.

Dated: December 29, 2022

**KAZEROUNI LAW GROUP, APC**

By:   
Pamela E. Prescott  
Attorneys for Plaintiffs

# EXHIBIT 1

(805) 774- [REDACTED]

⋮

Hey. My google number

2:38

5G



< prev 12/396 next >



★ Puppies pitbull

3 hours ago · Los Angeles  
general for sale · by owner

\$120

Puppies for sale. Half pit and half chow  
All girls.  
Vaccines not provided  
Pictures provided.  
Contact for more information



reply



(805) 774- [REDACTED]



Jul 11, 2020

Cool. Ok just text me on my regular number when you text and say like. Check google. Cause I don't always look herd

Here



But cool.

(805) 774- [REDACTED] Jul 11, 2020

Copy

Jul 11, 2020

This puppy cute.



I've been texting people all day

(805) 774- [REDACTED] • Jul 11, 2020

8 week old heeler pups in San Bernardino but \$350.  
They won't go lower

2:49



(805) 774- [REDACTED]

⋮

2:49

50% 🔋



<prev 1/397 next>



(805) 774- [REDACTED]



## Maltese Puppies

14 minutes ago · SAN BERNARDINO  
general for sale - by owner

**\$350**

7 super cute Maltese puppies ready for their forever homes. 8 weeks old, no shots yet.

5 girls and 2 boys.

condition: new



reply



Emailed

You should email separately too so we can try to get all 7

Jul 11, 2020

(805) 774- [REDACTED]



The Maltese worth it.

(805) 774- [REDACTED] • Jul 11, 2020

Maybe spinner and Isabelle could pick up?

Jul 11, 2020



Especially if we get 7

(805) 774- [REDACTED] • Jul 11, 2020

Yeah 100%

I'll let you know what they say

Jul 11, 2020

Or even 5



If he sold some already.

(805) 774- [REDACTED] • Jul 11, 2020

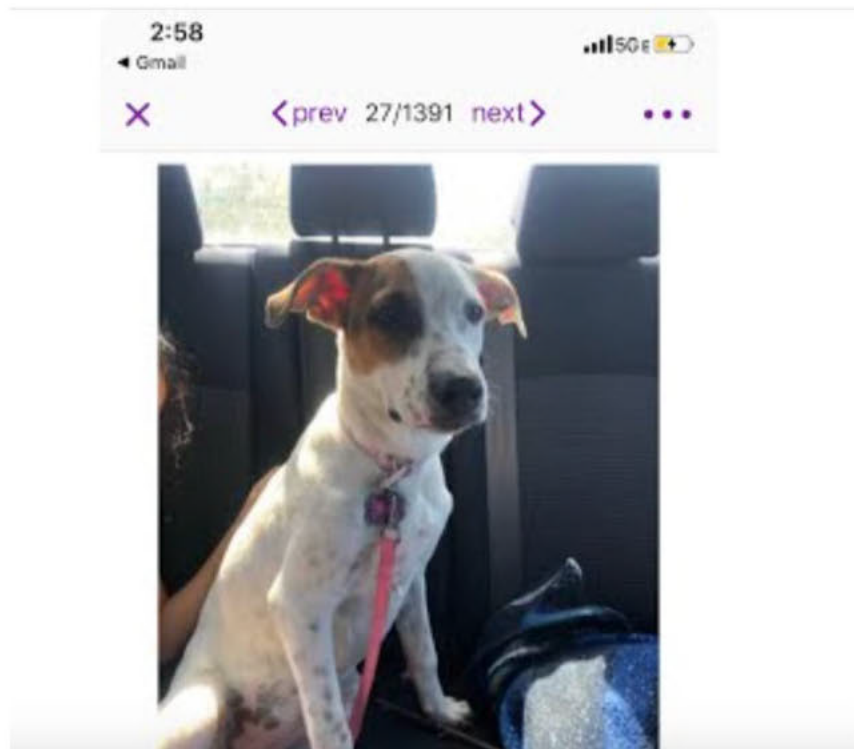
I said 4 - I didn't wanna shoot too high cause I don't want them to get suspicious



2:58

(805) 774- [REDACTED]

⋮





(805) 774- [REDACTED]



### Re-homing 5mo old puppy

6 hours ago · Fullerton  
antiques - by owner

\$75

Female Jack Russell Terrier mix, 5 months old has all her shots. Good with kids!



reply



Jul 11, 2020



Sweet girl.

(805) 774- [REDACTED] · Jul 11, 2020

(805) 774- [REDACTED]



I emailed

Waiting on maltese people. They deleted the post from CL already so idk

Jul 11, 2020



Oh weird

(805) 774- [REDACTED] • Jul 11, 2020

She waited an hour and a half to tell me they're all sold. Fucking idiot.

Jul 11, 2020

Asswhole



Maybe get the blue heelers If any left.

(805) 774- [REDACTED] • Jul 11, 2020

Okay

I asked 300

Jul 11, 2020

(805) 774- [REDACTED]

⋮



Ok

(805) 774- [REDACTED] Jul 11, 2020

4:52

LTE 100%



+1 (951) [REDACTED]

farm

If you'd guys take 4 300 each is fine they will be coming with there shots record we gave them there shots today.

Okay!



(805) 774-[REDACTED]



Proof of first vax [REDACTED]

Jul 11, 2020



I'm on the phone with my friend. She's having an issue

(805) 774-[REDACTED] Jul 11, 2020

Getting address now

No worries

I'll set it up. Do you have 1200 for Isabelle?

Jul 11, 2020

7:33

LTE [Battery Icon]



<prev 12/123 next>



(805) 774-[REDACTED]



★ **Pomeranian/Chow puppies**

8 hours ago · SF valley  
pets

4 male puppies  
Vaccinated and dewormed  
\$250 , willing to negotiate price



reply



Jul 13, 2020

Omg



Can we have all

(805) 774-[REDACTED] · Jul 13, 2020

I texted

Waiting

It's still early for most people lol

Jul 13, 2020

(805) 774- [REDACTED]

...


Jul 13, 2020

11:02

✕

<prev 1/403 next>

...




🌟 Puppies

19 minutes ago · Long Beach  
wanted · by owner

\$100

8 week old pups

Toy puddle mix



★

reply

[REDACTED]

(805) 774- [REDACTED]



Jul 14, 2020

Omg?

So cute



Puddle

(805) 774- [REDACTED] Jul 14, 2020

Lol again with the puddle

Waiting for response

Jul 14, 2020

200 each. White pit mixes. Moreno Valley

3 puppies

Males



Pit guy isnt answering

But 2 sheps in north Hollywood. \$550 for the pair



Jul 15, 2020

(805) 774- [REDACTED]



Jul 15, 2020



Ok. Will he do \$500? I need to get cash to store. Which is impossible because I'm stuck at camp. Ugh fml

(805) 774- [REDACTED] Jul 15, 2020

No. I asked. He said 550

Jul 15, 2020



Ok can you grab sheps

(805) 774- [REDACTED] • Jul 15, 2020

I'm on my way to the doctor

I have an ear infection or a sinus infection

I've had a migraine for 3 days

Shep person can't meet til tomorrow at 5. Asked for a deposit. So no go.

Jul 15, 2020

Need you to try and get these puppies. \$100 each.





(805) 774- [REDACTED]



I have an ear infection or a sinus infection

I've had a migraine for 3 days

Shep person can't meet til tomorrow at 5. Asked for a deposit. So no go.

Jul 15, 2020

Need you to try and get these puppies. \$100 each.

951 [REDACTED]



He stopped texting me.

(805) 774- [REDACTED] · Jul 16, 2020

Kk

Jul 16, 2020

Hey. 4 pups. Roosevelt park. \$1200. Super cute.

Golden mixes



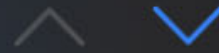
Trying to see if Isabelle will go.

(805) 774- [REDACTED] · Jul 16, 2020

# EXHIBIT 2

 Inbox

4 Messages



April 9, 2020 at 12...

**Hi are the puppies  
avail?**

I can come today  

Sent from my iPhone

-----

-----

-----

Original craigslist post:  
<https://>



4 Messages

 **Inbox**

**Hi are the pupp...**



**Esthefa...** Thursday

To: Melissa Rac... >

Hi I only have boys left

Sent from my iPhone

See More



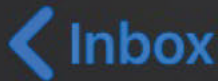
Found in Sent Mailbox



**Esthefa...** Thursday

To: Melissa Rac... >

Send me a text

**Hi are the pupp...****Melissa...** Thursday

To: ab24f43c8... &gt;

I don't care. We are dying  
for puppies. Everyone  
keeps selling them before  
I get there. Please call or  
text 818-939- [REDACTED]

Sent from my iPhone

On Apr 9, 2020, at 1:13  
PM, craigslist  
710576 [REDACTED]



< 15

+1 (818) 939-

iMessage  
Thu, Apr 9, 1:15 PM

Hi. Interested in  
puppies please!!

Hiii I have 4 boys  
left



iMessage



Apple Pay







+1 (818) 939-

available I have a  
lot of people  
messaging me  
but if you'll take a  
pair that's even  
better !

They are \$300  
each

But you became  
take all 4 for  
\$800

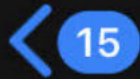
Ok

That's perfect.



iMessage





+1 (818) 939-

Hi. Ok!!! Where are you?

I'm located in Phelan

I'll take all 4. 2 for me 2 for my mm

Mom

May I come. How much?

I just don't want to drive there if



iMessage



Apple Pay







+1 (818) 939-

Where am I going

Phelan

I know but where.  
Lol

Or I'll meet you  
half way. I'll take  
them all

\$800 no  
problem. \$850 if  
you meet me half  
way



iMessage



Monday, April 13, 2020

View as Analog

✓ View as Digital

Open Date & Time Preferences...

The Wagmor Pet Hotel & Spa

instagram.com/p/B-0WjXlh5G/

wagmorpets

The Wagmor Luxury Pet Hotel & Spa

wagmorpets Finally photo ready! Meet Andre the Giant, The Rock, Hulk Hogan and Stone Cold Steve Austin! 🐾🐾🐾

THEY HAVE ALREADY BEEN ADOPTED.  
THEY HAVE ALREADY BEEN ADOPTED.  
THEY HAVE ALREADY BEEN ADOPTED.

These are the Golden Retriever/Rottis from yesterday. We finally got them all together for a family photo shoot! These four are stinkin' adorable! Congrats to all the families that adopted this morning! ❤️

#wagmorpets #wagmortribe

1,461 likes

3 DAYS AGO \*\*April 10, 2020

Add a comment... Post



#wagmorpets #wagmortribe  
#adoptdontshop

3d



16,568 views

3 DAYS AGO

Add a comment...

Monday, April 13, 2020


View as Analog


✓ View as Digital

Open Date & Time Preferences...


The Wagmor Pet Hotel & Spa

instagram.com/p/B-0PpOZFTOJ/




 **wagmorpets** • Follow  
The Wagmor Luxury Pet Hotel & Spa

3d 1 like Reply

 **dnnkelly @jenkhaki**  
👉 we have the other blue 🐶

3d 5 likes Reply

 **pizzaluuv @jenkhaki** if you make an IG for him I'd love to follow I am the original owner. They were well taken care of before this lady bought them. I just want to see them grow up and see them in their new happy home 🏠 and if you want to know more about the parent's let me know 😊

2d 2 likes Reply

♡ 💬 📶

16,568 views

3 DAYS AGO

**wagmorpets** • Follow

The Wagmor Luxury Pet Hotel &amp; Spa



amazing, and they're adorable!!

3d 4 likes Reply

View replies (4)

**wagmorpets**  
@chelsea\_moline No,  
different pups.

3d 1 like Reply

**wagmorpets** @niconrol  
No, different litter

3d Reply

**jennita7** @k1mm088  
she got them from  
Craigslist. I got a dog  
from the same liter  
yesterday.

16,568 views

3 DAYS AGO

Add a comment...

Post

# EXHIBIT 3



**DECLARATION OF** [REDACTED]

**I, [REDACTED], DECLARE:**

1. On or about April 18, 2022, I purchased a puppy for \$850. The dog was named “Wilma” who was diagnosed with distemper.
2. At the time I purchased my puppy, I was residing in Pasadena, California, where I still currently reside.
3. I purchased my puppy from Defendants at their retail store located at: 11939 Ventura Blvd, Studio City, California 91604.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on  
12/15/2022.

By: [REDACTED]  
[REDACTED]

# EXHIBIT 4



**DECLARATION OF** [REDACTED]

**I, [REDACTED], DECLARE:**

1. On or about April 24, 2022, I purchased a puppy for \$850 plus a \$15 tip. The dog was named "Heron" later named "Kali", who was diagnosed with distemper.
2. At the time I purchased my puppy, I was in Los Angeles, California where I also reside.
3. I purchased my puppy from Defendants at their retail store located at: 11939 Ventura Blvd, Studio City, California 91604.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on

12/29/2022.

By: [REDACTED]

# EXHIBIT 5

**DECLARATION OF** [REDACTED]

**I, [REDACTED], DECLARE:**

1. On or about April 24, 2022, I purchased a puppy for \$850 plus a \$15 tip. The dog was named "Heron" later named "Kali", who was diagnosed with distemper.
2. At the time I purchased my puppy, I was in Los Angeles, California where I also reside.
3. I purchased my puppy from Defendants at their retail store located at: 11939 Ventura Blvd, Studio City, California 91604.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on

12/20/2022.

By: [REDACTED] \_\_\_\_\_

[REDACTED]