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11 *and others similarly situated*

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

Case No.: **22STCV20771**

CLASS ACTION COMPLAINT FOR:

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

- 1. Violation of Bus. & Prof. Code § 17200 *et seq.*
- 2. Violation of Bus. & Prof. Code § 17500 *et seq.*
- 3. Violation of Cal. Commercial Code § 2313
- 4. Negligence Per Se
- 5. Fraud - Intentional Misrepresentation
- 6. Fraud - Concealment
- 7. Fraud - Negligent Misrepresentation

17 Plaintiffs,

18 vs.

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

[UNLIMITED JURISDICTION]

DEMAND FOR JURY TRIAL

23 Defendants.

24 Plaintiffs [REDACTED],

25 (collectively “Plaintiffs”), on behalf of themselves and all other similarly situated (the “Class,”
26 as defined below), allege as follows upon information and belief based, *inter alia*, upon
27 investigation conducted by Plaintiffs and their counsel, except as to those allegations pertaining
28 to Plaintiffs personally, which are alleged upon knowledge:

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1 **I. INTRODUCTION**

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

10 2. By 2020, it became clear, however, that unscrupulous individuals running pet
11 stores were selling animals marketed as shelter animals but who were actually obtained from
12 other sources. These individuals were obtaining puppies from sham rescue groups, which
13 registered for nonprofit status with the Internal Revenue Service (“IRS”) but in fact functioned
14 as puppy brokers that paid compensation to third parties in exchange for puppies. The puppies
15 were then sold at exorbitant prices, far exceeding the typical \$180 fees charged for adoptions at
16 California shelters.

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

22 4. As of January 1, 2021, pet stores including Defendant WYLDER’S HOLISTIC
23 PET CENTER, INC. doing business as THE WAGMOR (“THE WAGMOR”), shall not adopt
24 out, sell, or offer for sale any dogs. THE WAGMOR must only provide space to display dogs
25 for adoption and only if the dogs are displayed by either a public animal control agency or
26 shelter, or animal rescue group. THE WAGMOR must only display dogs that are both sterilized
27 and fees charged for dogs, including but not limited to, adoption fees, shall not exceed five
28 hundred dollars (\$500.00). Since the enactment of Health and Safety Code § 122354.5, Melissa

1 Bacelar (“BACELAR”) and her for-profit pet store THE WAGMOR, have repeatedly and
2 continuously, with intent to disobey California law, have sold unsterilized puppies and charged
3 fees that on average amount to \$850.00, with prices reaching upwards of \$2,000.00 per dog.

4 5. In an attempt to further confuse and deceive the public, as well as circumvent
5 California law, in 2019, BACELAR created WAGMOR PETS INC. (“WAGMOR PETS NON-
6 PROFIT”) and registered it for 501(c)(3) exempt status with the IRS. As stated on its initial
7 registration form with the Office of the Attorney General Registry of Charitable Trusts,
8 WAGMOR PETS NON-PROFIT claims to rescue dogs from City and County Shelters only.

9 6. To display dogs at THE WAGMOR, WAGMOR PETS NON-PROFIT shall not
10 offer dogs unless they are sterilized, the dogs are adoptable for total fees, including, but not
11 limited to, adoption fees, not to exceed five hundred dollars (\$500.00), and the adoption fees are
12 posted and visible to the public on or near the enclosures or areas where the adoptable animals
13 are displayed. Additionally, to be considered an “animal rescue group” under Health and Safety
14 Code § 122354.5, WAGMOR PETS NON-PROFIT shall not obtain dogs in exchange for
15 payment or compensation from any person that breeds or brokers animals.

16 7. BACELAR, THE WAGMOR, and WAGMOR PETS NON-PROFIT engage in
17 the business practice of directly, or indirectly through agents, of purchasing dogs from
18 Craigslist, backyard breeders, actual breeders, and third parties who live in rural areas and have
19 access to litters of puppies. For example, BACELAR used the “Rescue Manager,” Francesca
20 Bucci, to reach out to individuals on Craigslist.com and offer payment for puppies. (See a true
21 and correct copy of text message exchanges between Bacelar and Bucci, attached hereto as
22 Exhibit 1.) BACELAR pays Isabelle Oliver to “transport” dogs, when, in fact, Ms. Oliver’s
23 compensation includes payment for the actual purchase of puppies. Additionally, Tony Farao
24 and Monica Riddle procure puppies for BACELAR in exchange for compensation. Even
25 BACELAR herself uses Craigslist.com to contact individuals selling puppies, lies to them about
26 her interest in the puppies, conceals that she is the owner of both a pet store and a “rescue
27 organization,” and pays hundreds of dollars to take possession of the puppies without offering
28 to spay or neuter the parents. BACELAR then promotes the puppies on her social media as

1 coming from “deplorable conditions” and places the unsterilized puppies that she purchased for
2 “adoption.” (See a true and correct copy of text message exchanges between Bacelar and
3 the Craigslist seller, attached hereto as Exhibit 2.)

4 8. Each of the Defendants have, both individually and collectively, knowingly
5 participated in the unlawful, unfair, and fraudulent activity of paying third parties to obtain
6 dogs, providing unsterilized dogs for adoption, charging adoption fees in excess of \$500 and
7 permitting the pet store to launder all adoption fees in connection with the display of the dogs.
8 Defendants scheme allows them to sell puppies at outrageous profits – based on
9 misrepresentations and concealment – while burdening the Plaintiffs with the care and expense
10 of trying to save the lives of the sick and dying animals.

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

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

22 **II. PARTIES**

23 11. Plaintiff [REDACTED], and at all times herein mentioned
24 was, a consumer residing in the County of Los Angeles, State of California. JACKSON
25 purchased a puppy named “Heron” later named “Kali” who was diagnosed with distemper and
26 died.

27 12. Plaintiff [REDACTED] is, and at all times herein
28 mentioned was, a consumer residing in the County of Los Angeles, State of California.

1 ALFANO, JACKSON’s boyfriend, executed the paperwork to purchase “Heron” later named
2 “Kali.”

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

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

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

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

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

26 18. In committing the wrongful acts alleged herein, Defendants planned and
27 participated in and furthered a common scheme by means of false, misleading, deceptive and
28 fraudulent representations, and continue to do so, in order to induce members of the public to

1 purchase dogs and puppies. Defendants participated in the making of such representations in
2 that each did disseminate, or cause to be disseminated, said misrepresentations.

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

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

15 **III. JURISDICTION AND VENUE**

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

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

24 **IV. ALTER EGO ALLEGATIONS**

25 23. 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,
27 there is a unity of ownership and interest by and between said defendants such that any
28 separateness between them has never existed.

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

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

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

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

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

23 **V. FACTUAL ALLEGATIONS**

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

25 29. On January 1, 2019, California's ban on the sale of commercially bred dogs, cats
26 and rabbits came into effect and was codified by Health & Safety Code § 122354.5. The law
27 was expanded as of January 1, 2021, to require sterilization of all animals placed for sale, cap the
28 fees at \$500.00, and prohibit pet stores from receiving any compensation to display adoptable

1 animals.

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

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

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

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

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

22 **B. BACELAR, THE WAGMOR and WAGMOR PET NON-PROFIT’S**
23 **Deceptive and Fraudulent Scheme Leading to Profits Totaling Over**
24 **\$1,000,000.**

25 35. BACELAR’s pet store operations first began in 2014 with Wylder’s Holistic Pet
26 Center and Rescue (“Wylder’s”) on Ventura Boulevard in Studio City, California.

27 36. Some time in 2015 Sally, owner of Sally’s Rescue Inc., along with her husband,
28 loaned BACELAR \$100,000 to build out a commercial space across the street from Wylder’s.

1 Eventually called THE WAGMOR, it provides doggy day care, grooming, and houses dogs for
2 sale. Originally, the dogs for sale were sourced by Sally’s Rescue Inc., a non-profit animal
3 rescue organization. Sally’s Rescue Inc. paid for the grooming of the dogs and the fees
4 consumers paid for the dogs were shared equally between BACELAR and/or THE WAGMOR
5 and Sally’s Rescue Inc. This went on for a period of years and Sally and her husband would
6 later loan BACELAR an additional \$100,000 to build a second location in Valley Village,
7 California. On information and belief, BACELAR is currently repaying the loan from Sally and
8 her husband, but not to them as individuals, instead it is being paid to Sally’s Rescue Inc. This
9 affords BACELAR and/or THE WAGMOR an opportunity to receive a tax deduction for
10 repaying the loan.

11 37. While operating THE WAGMOR, BACELAR, an unsuccessful actress who
12 dreamt of being a celebrity, found luck when an individual introduced her to Ellen Degeneres.
13 This introduction would result in BACELAR and THE WAGMOR being featured on Ellen
14 Degeneres’s daytime talk show on multiple occasions over many years. BACELAR and THE
15 WAGMOR’s alignment with Ellen Degeneres would open doors for BACELAR to connect
16 with celebrities such as Sandra Bullock, Miley Cyrus, Kris Jenner, Kylie Jenner, John Legend,
17 Chrissy Tiegen, and Ariana Grande. On information and belief, BACELAR procured poodles,
18 sourced from a breeder, and passed these poodles off as rescues to celebrities such as Ellen
19 Degeneres, John Legend, Sandra Bullock, and Kris Jenner.

20 38. At some point, BACELAR’s relationship with Sally soured and Sally’s Rescue
21 Inc. ceased providing dogs to BACELAR for display and sale at THE WAGMOR.
22 Consequently, in February 2020 BACELAR simply created her own non-profit, WAGMOR
23 PETS NON-PROFIT. By creating WAGMOR PETS NON-PROFIT, BACELAR could buy
24 puppies, call it “rescue” and funnel all monies derived therefrom to THE WAGMOR, which she
25 ultimately controls and uses for funding her personal life.

26 39. Celebrities promoting BACELAR, THE WAGMOR, and WAGMOR PETS
27 NON-PROFIT, distract from and mask the dark underbelly of BACELAR’s operations:

28 a. dogs are being purchased and passed off as “rescues,” and dogs are not

1 being seen by a licensed veterinarian prior to sale;

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

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

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

7 e. BACELAR is laundering money meant for WAGMOR PETS NON-
8 PROFIT to her for profit business, THE WAGMOR, and living lavishly;

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

12 g. owners that refuse to execute a non-disclosure agreement and instead
13 speak out against BACELAR and her illegal and harmful operations, in hopes that
14 others do not suffer the same emotional harm, i.e., adopting a dog that may be seriously
15 ill, are being sent aggressive cease and desist letters with threats of being sued (see a
16 true and correct copy of such letter, attached hereto as Exhibit 3) and in some cases
17 BACELAR, who is aware that the new owner is treating the dogs with a veterinarian of
18 their choice, has her team report the consumer to Los Angeles Animal Services for
19 animal cruelty (see a true and correct copy of on such report, attached hereto as
20 Exhibit 4).

21 40. On information and belief, WAGMOR PETS NON-PROFIT is merely a front
22 used primarily to legitimize BACELAR's operations. BACELAR promotes dogs, mostly
23 puppies, on her Instagram page "Wagmor Pets" to 197,000 follows. Sharing stories of dogs
24 "found" in deplorable conditions, BACELAR pulls at the heart strings of her followers, urging
25 them to make donations and consider "adoption." Puppies are "adopted" sight unseen. Potential
26 "adopters" must fill out an application online prior to seeing any dog or puppy in person. If a
27 potential "adopter" is contacted, they are told to pay for the animal in advance and given a one-
28 hour window to decide. After contact is made, an email is sent with an invoice, a welcome

1 letter, “Disclosures, Rights and Responsibility,” and transfer of ownership form. **(See a true**
2 **and correct copy of documentation, attached hereto as Exhibit 5.)** If it’s not paid within an
3 hour, the invoice will be cancelled and the next person in line is invoiced. Often the potential
4 adopter receives text messages urging them to execute the documents and make the payment.

5 41. On information and belief, often times paperwork is completed and payment is
6 made prior to the dog having received a wellness exam. At this point, if the dog is given a
7 wellness exam and an illness is discovered, the consumer is urged to continue with taking
8 possession of the dog.

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

15 43. As for payment, consumers are emailed a receipt showing payment was made to
16 WAGMOR PETS NON-PROFIT. The consumers’ bank accounts, however, show payment was
17 made to THE WAGMOR, BACELAR’s for-profit entity. On information and belief,
18 BACELAR has diverted all fees paid for dogs away from WAGMOR PETS NON-PROFIT and
19 has them deposited into THE WAGMOR’s bank account and uses the funds for her personal
20 expenses. For example, high end clothing and shoes for her and her children (Gucci included),
21 gardening for her home, pool care for her home, tutoring for her children, trips to a MedSpa, La
22 Mer skin products, video games from GameStop, a monthly Peloton membership, vacation
23 rentals with AirBnB, shoes from Nike, snowboard rentals, orders from www.getroman.com,
24 toys for her children and meals while on vacation at Big Bear Lake, her husband’s Audi, school
25 tuition for her children, barbershop haircuts, nail salons, dentistry, housekeeping for her home,
26 camp for her children, and exorbitant monies have been spent throwing lavish birthday parties
27 for her children. Even if the funds used for BACELAR’s expensive lifestyle weren’t being
28 illegally diverted away from WAGMOR PETS NON-PROFIT, BACELAR’s use of the funds

1 subjects BACELAR to personal liability (along with potential tax fraud).

2 44. Despite BACELAR boasting that in 2020 she rescued more than 3000 dogs (all
3 paid to the WAGMOR at approximately \$850 each), THE WAGMOR was able to receive two
4 (2) PPP loans, one in April 2020 for \$38,885.00 and a second in February 2022 for \$38,885.00.
5 Both of which were forgiven, and repayment was not required.

6 45. On information and belief, because THE WAGMOR is receiving all fees paid
7 for dogs, THE WAGMOR receives more than \$100,000 in income each month. Whereas,
8 WAGMOR PETS may receive approximately \$30,000 in a given month from direct donations,
9 payments to Venmo via @dogsinneed and Paypal payments.

10 46. On information and belief, BACELAR's deceptive practices have afforded
11 BACELAR the ability to live in a 4,156 square foot, 6 bedroom, 4.5 bath home valued at an
12 estimated \$2,473,660 and drive a Mercedes Benz, for which she pays \$1047.98 per month.

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

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

28 49. Defendants hide the distribution of their profits from the laundering by referring

1 to them as a “service fee paid to cover Wagmor Pets’ expenses.” (See Exhibit 5.) The
2 “Adoption Disclosures” have the adopter agree “to reimburse Wagmor Pets for services
3 rendered, boarding, food and other items provided for the dog.” (See Exhibit 5.) However, the
4 “service fees” are paid directly into the bank account belonging to THE WAGMOR.

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

9 51. Defendants utilize the veterinary services of Somis Veterinary Hospital
10 (“Somis”). Somis employs an individual named Brittney Delacruz. Delacruz is not a licensed
11 veterinarian. Defendants also pay Delacruz to provide services to Defendants. Delacruz is the
12 “medical coordinator” for WAGMOR PETS NON-PROFIT but often times Defendants elect to
13 have Delacruz provide medical care in lieu of actually having the dogs see a licensed
14 veterinarian. If a dog has a serious illness, Defendants will have Delacruz provide fluids,
15 antibiotics, and metronidazole only, even if the dog’s condition is grave. Defendants consider
16 this “emergency medical care.” On information and belief, Delacruz while working at Somis
17 will inform a vet client that their puppy’s medical bills are in the thousands, but will offer the
18 client the opportunity to surrender the animal to WAGMOR PETS NON-PROFIT in lieu of
19 euthanization if the client cannot afford the exorbitant medical bills. Should the client agree,
20 Dealacruz then takes the puppy home to treat it, denying it the care that was quoted by the vet
21 and providing WAGMOR PETS NON-PROFIT a financial benefit. The dog, however, suffers
22 because Defendants elect such at-home treatment instead of standard veterinary care.

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

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

27 53. Plaintiffs purchased puppies from Defendants in 2022. Before purchasing their
28 respective puppies, each of the Plaintiffs were assured that the puppies were rescue puppies, had

1 seen a veterinarian for a wellness exam, were healthy, and received at least their first round of
2 vaccinations.

3 54. Defendants provided false information regarding the puppies to be purchased.

4 55. Shortly after coming home, Plaintiffs' puppies demonstrated serious illnesses,
5 which they obviously had at the time of adoption.

6 1. [REDACTED]

7 56. [REDACTED]

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

12 57. On April 24, 2022 [REDACTED] attended Wagmor Wagchella
13 which was located at THE WAGMOR. Upon walking up to the venue, [REDACTED] and
14 [REDACTED] could see the poor conditions of the puppies from the outdoor windows, witnessing
15 the puppies wandering through urine and feces. After entering the location, [REDACTED] and
16 J [REDACTED] were greeted by a woman named Valentine and brought through a separate
17 entrance. The puppies were kept to the immediate right after entering through this door.
18 [REDACTED] was so taken aback by the conditions the puppies were kept in, that she began to cry
19 after entering; she could see the animals eating each other's feces and continuing to walk
20 through urine and other feces.

21 58. Valentine handed [REDACTED] a puppy, named "Heron" (later
22 changed to "Kali"). [REDACTED] immediately fell in love with this puppy and
23 wanted to adopt her and get her out of these horrible conditions. They therefore set up an
24 interview with WAGMOR PETS and during this interview [REDACTED] asked
25 WAGMOR PETS NON-PROFIT a plethora of questions about how "Heron" had been found.
26 They received a limited answer that they (WAGMOR PETS NON-PROFIT) had "found the
27 litter in a ditch in Bakersfield." Further in the interview, J [REDACTED] continued to ask questions
28 including whether there were any health concerns they should be aware of. WAGMOR PETS

1 NON-PROFIT, through Valentine, ensured them that this puppy was perfectly healthy and they
2 had nothing to worry about.

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

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

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

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

26 63. On May 10, 2022, [REDACTED] received the PCR results for
27 “Heron” now “Kali.” She tested positive for distemper.

28 64. Upon receiving this news and based on the way they were being ignored by

1 WAGMOR PETS NON-PROFIT, [REDACTED] decided to look through
2 WAGMOR PETS NON-PROFIT's social media. They were shocked and horrified to find
3 posts from March 2022 through May 2022 showing that WAGMOR PETS NON-PROFIT was
4 aware of the condition of "Heron" and the rest of her litter.

5 65. Despite [REDACTED] being assured of the health and well-being of
6 "Heron" and her litter, as well as the other litter of puppies that were rescued at the same time
7 and in contact with "Heron's" litter, the Instagram profile of WAGMOR PETS NON-PROFIT
8 shows posts of puppies from those same two litters who have been hospitalized and some who
9 have passed away. None of this was communicated to them prior to adoption.

10 66. [REDACTED] saw that on March 29, 2022, WAGMOR PETS NON-
11 PROFIT posted a picture of a puppy with a caption stating that this puppy is "riddled with
12 bacteria and malnourishment," yet claimed that it was not parvo or distemper. On information
13 and belief, the puppy in this photograph is "Heron's" sibling, Porcupine. Porcupine later died
14 due to illness.

15 67. They also found that on April 6, 2022, WAGMOR PETS NON-PROFIT posted
16 to Instagram that four more puppies had become severely ill and needed 24 hour
17 hospitalization. According to this post, all 4 of these severely ill puppies were showing
18 symptoms of distemper, such as diarrhea. It was later confirmed that these puppies tested
19 positive for bordetella, adenovirus, and parainfluenza virus. These puppies can be seen in direct
20 contact with other puppies from both litters in Instagram posts by WAGMOR PETS NON-
21 PROFIT, including "Heron."

22 68. Further, Instagram posts on April 12, 2022 include a caption stating "[t]hese
23 puppies are still hospitalized," "[t]hey need to be the only dogs in the home," and a later post
24 stating that one of the puppies, Dozer, had passed away. Yet, none of these statements were
25 made to [REDACTED].

26 69. On May 17, 2022 the results of Dozer's PCR test, who had already passed away,
27 revealed that he was positive for the same Wild Type CDV infection distemper as "Heron."

28 70. [REDACTED] had been treating "Heron" now "Kali" with

1 medication intended to fight off the disease but the vet indicated that if neurological signs
2 appeared the most humane decision to make would be euthanasia.

3 71. “Heron” now “Kali” began experiencing serious neurological symptoms which
4 could cause great suffering, and so on May 19, 2022, [REDACTED] took her to the
5 vet who stated that her symptoms were worsening and euthanasia was the best option to prevent
6 her suffering.

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

12 73. To this day, [REDACTED] have not received any financial or other
13 support from WAGMOR PETS NON-PROFIT or THE WAGMOR, who continues to deny
14 their knowledge of “Heron” being sick, despite documented physical evidence to the contrary.

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

21 75. [REDACTED] have suffered emotional trauma and pain and
22 suffering due to this traumatic and devastating experience.

23 76. Had [REDACTED] known the truth about BACELAR, THE
24 WAGMOR, and WAGMOR PETS NON-PROFIT they would have chosen to support another
25 organization or shelter directly. It was only because they believed that the higher price paid for
26 the puppy meant a higher level of care and that more money went to rescue efforts, that they
27 decided to adopt from WAGMOR PETS NON-PROFIT. Under no circumstance, did [REDACTED]
28 and [REDACTED] intend to support a “rescue” that purchased puppies from third parties, failed to

1 provide vet care, and who used profits from the sale of dogs for personal use.

2 2. [REDACTED]

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

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

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

28 80. Upon information and belief, to minimize questioning about the outrageousness

1 of this fee, WAGMORE PETS NON-PROFIT pressured [REDACTED] by stating that there was
2 another very interested family and that if she did not act fast she may lose “Wilma.” [REDACTED]
3 felt that \$850 was an exceptionally high fee, but she was unsure whether this was the norm in
4 California, given that she was now paying twice the rent she did in Colorado for an apartment
5 half the size, leading [REDACTED] to believe that everything was just more expensive in Los
6 Angeles. WAGMOR PETS NON-PROFIT told [REDACTED] that this adoption fee specifically
7 helped to cover shots, spaying, and other costs incurred for the time that the dogs spent in their
8 care. [REDACTED] believed and relied on these statements from WAGMOR PETS NON-PROFIT
9 and used this information to justify paying the fee by telling herself that this just meant more
10 money was going to the care and rescue of animals in need.

11 81. Just two days later, on April 20, 2022, [REDACTED] was contacted via text by
12 WAGMOR PETS NON-PROFIT claiming that “Wilma’s” foster home had not worked out and
13 that she needed to come pick up “Wilma” right away, from a location for THE WAGMOR
14 located in Studio City. At this time, there was no further mention of the two-week holding
15 period, or any other precautions that should be taken for “Wilma’s” health. Unsure of what else
16 to do, [REDACTED] went to THE WAGMOR in Studio City and picked up “Wilma.” [REDACTED]
17 immediately noticed that “Wilma” was suffering from diarrhea. When the diarrhea did not
18 subside, on May 5, 2022 [REDACTED] took “Wilma” to a veterinarian where she was told puppy
19 diarrhea was normal and she should not worry unless it gets worse or she begins to notice blood
20 in the stool. By May 8, 2022 “Wilma’s” diarrhea had not subsided and [REDACTED] now noticed
21 blood in her stool. [REDACTED] immediately took “Wilma” to the vet and Wilma” was tested for
22 parasites and given a probiotic to help with her gastrointestinal issues. On May 11, 2022
23 “Wilma” began to develop a cough so [REDACTED] once again consulted with her veterinarian.
24 [REDACTED] was told to just keep an eye on it and soothe the cough with a humidifier.

25 82. [REDACTED] had a trip previously planned for Colorado and therefore she left for
26 Colorado with “Wilma.” During this trip [REDACTED] noticed that “Wilma’s” cough was not
27 subsiding. On May 15, 2022, [REDACTED] once again consulted her veterinarian and was told that
28 if the cough worsens or does not subside to take her to a veterinary hospital in Colorado. On

1 May 25, 2022, ██████ took “Wilma” to a veterinarian in Colorado as her cough had still not
2 subsided. This veterinarian took x-rays, did a panel of diagnostic tests, and prescribed an
3 antibiotic for the cough. On May 30, 2022 ██████ received a call from that veterinary hospital
4 informing her that “Wilma” had tested positive for distemper and bordetella. “Wilma’s”
5 coughing had still not subsided, so the veterinarian also prescribed another round of antibiotics.

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

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

16 85. ██████ contacted WAGMOR PETS NON-PROFIT on multiple occasions
17 informing them of “Wilma’s” distemper, and each time she was met with the same confusion
18 and defensiveness and repeatedly told that no other puppies from “Wilma’s” litter were sick.
19 However, ██████ took it upon herself to get in contact with the woman that had adopted
20 “Wilma’s” brother. ██████ E was then informed that “Wilma’s” brother had been having
21 similar diarrhea and intestinal issues leading to him being seen at an animal urgent care, and
22 that this information was known to WAGMOR PETS NON-PROFIT. On information and
23 belief, WAGMOR PETS NON-PROFIT concealed this information from ██████ and lied
24 about the conditions of other puppies from the litter. Additionally, WAGMOR failed to inform
25 ██████ that “Wilma” could be showing signs of illness, failed to use their two-week holding
26 period to ensure “Wilma’s” health and safety to other dogs, and failed to inform ██████ that
27 she should be looking for signs of life-threatening illness.

28 86. Currently, ██████ and “Wilma” are learning how to navigate the difficulties

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

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

15 88. To this day, [REDACTED] has received zero support from WAGMOR PETS,
16 financial or otherwise. [REDACTED] has spent approximately \$5000.00 in medical care as well as
17 necessities for “Wilma” since she cannot go outside nor function properly.

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

22 90. 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] learned 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

1 situations.

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

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

12 93. To date, “Wilma” is surviving but the cost that will be involved to provide the care
13 needed for her to live as a distemper survivor is unknown and incalculable. All of this cost does
14 not account for the emotional and psychological toll this has taken on [REDACTED]
15 feels defrauded by WAGMOR PETS NON-PROFIT. Had [REDACTED] known the truth about
16 BACELAR, THE WAGMOR, and WAGMOR PETS NON-PROFIT she would have adopted
17 directly from a shelter so that there was certainty that the dog was truly a rescue, was sterilized,
18 and to ensure the money paid went to saving other dogs, not to the owner of an entity for profit.

19 **VI. CLASS ALLEGATIONS**

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

22 95. Class Definition: This action is brought and may be properly maintained as a
23 class action pursuant to the provisions of California Code of Civil Procedure § 382 and
24 California Civil Code § 1781. Plaintiffs bring this action on behalf of themselves and all other
25 consumers who purchased dogs between January 1, 2019 through present due to Defendants’
26 misrepresentations concerning the origins and/or health of puppies and had to obtain medical
27 treatment for puppies, whether or not they died, as a result of the maladies existing at the time
28 of the purchase and/or who paid in excess of \$500.00 for each dog and on behalf of themselves

1 and all consumers who donated monies believing those monies would be paid to a public
2 benefit company with 501(c)(3) exemption with the IRS and used for the purpose advertised by
3 Defendants. (The “Class”). Excluded from the proposed class are Defendants, any entities in
4 which Defendants have a controlling interest, and the officers, directors, affiliates, attorneys,
5 heirs, predecessors, and successors in interest, subsidiaries, employees, agents and/or assigns of
6 Defendants. Plaintiffs reserve the right to modify the definition of the Class (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 96. 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.
11 While the exact number of Class members is unknown to Plaintiff at this time, the members of
12 the Class can readily be ascertainable through Defendants transaction records and receipts
13 and/or billing, database files, and business records. The Class members can be readily located
14 and notified of this class action. Plaintiffs believe that there are several thousands of members
15 of the proposed Class. Accordingly, because the number of persons within the Plaintiff Class is
16 so 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
18 determining and adjudicating the merits of this litigation.

19 97. 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
21 of other Class members they seek to represent. Accordingly, this action may be properly
22 brought and maintained as a class action because there is a well-defined community of interest
23 among the members of the proposed Class. Plaintiffs, like all members of the proposed Class,
24 were and are similarly affected and injured by having been misled by Defendants’ deceptive
25 and fraudulent actions into paying in excess of \$500.00 to a pet store to purchase puppies, some
26 unhealthy and sick, that were not sourced from a rescue group (as defined by Health and Safety
27 Code § 122354.5) or shelter and believing those monies would be paid to a public benefit
28 company with 501(c)(3) exemption with the Internal Revenue Service and used for the purpose

1 advertised by Defendants. The factual bases of Defendants’ misconduct are common to all
2 members of the Class and represent a common practice of wrongful conduct resulting in
3 damages to all members of the Class.

4 98. Common Questions of Law and Fact Predominate. Defendants’ practices and
5 omissions were applied uniformly such that common questions of fact and law exist to all
6 members of the Class that predominate over any questions affecting only individual members of
7 the Class. These common questions of law and fact which do not vary from Class member to
8 Class member, and which may be determined without reference to the individual circumstances
9 of any class member, include, but are not limited to, the following:

- 10 a. Whether Defendants’ practices and representations made in connection with the
11 origin, labeling, advertising, marketing, promotion, and sales of dogs were “unfair,
12 deceptive, untrue, or misleading” in any respect, thereby violating California
13 Business & Professions Code § 17200, *et seq.*;
- 14 b. Whether Defendants’ practices and representations made in connection with the
15 origin, labeling, advertising, marketing, promotion, and sales of dogs were “untrue or
16 misleading” in any respect, thereby violating California Business & Professions Code
17 § 17500, *et seq.*;
- 18 c. Whether Defendants’ practices violated the cap on adoption fees by charging in
19 excess of \$500.00 in connection with the sale of dogs, thereby violating Health &
20 Safety Code § 122354.5 and supporting a violation of California Business &
21 Professions Code § 17200, *et seq.*;
- 22 d. Whether Defendants’ practices violated any requirement covering the sterilization of
23 dogs prior to adoption, thereby violating Health & Safety Code § 122354.5 and
24 supporting a violation of California Business & Professions Code § 17200, *et seq.*;
- 25 e. Whether the Defendants’ practices and representations made in connection with the
26 adoption fees, i.e, calling them a fee for “services” and having the money paid to the
27 pet store violated the prohibition that the pet store shall not receive any fees in
28 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.*;
- f. Whether the Defendants’ practices of obtaining dogs in exchange for payment or
compensation violated the requirements for determination of “animal rescue group,”
thereby violating Health & Safety Code § 122354.5 and supporting a violation of
California Business & Professions Code § 17200, *et seq.*;
- g. Whether Defendants’ practices violated any express warranties covering the origin

1 and health of Defendants' puppies, thereby also violating California Commercial
2 Code § 2313;

- 3 h. Whether Defendants' statements concerning the origin and health of Defendants'
4 puppies constituted actual fraud in the form of negligent misrepresentation in
5 violation of California Civil Code § 1572;
- 6 i. Whether Defendants' statements concerning the origin and health of Defendants'
7 puppies constituted actual fraud in the form of intentional misrepresentation in
8 violation of California Civil Code § 1572;
- 9 j. Whether Defendants' statements concerning the origin and health of Defendants'
10 puppies constituted actual fraud in the form of concealment in violation of California
11 Civil Code § 1572;
- 12 k. Whether Defendants' practices of soliciting donations to Wagmor Pets Non-Profit for
13 certain declared purposes and not using those charitable contributions for the declared
14 charitable purpose for which they are sought violates Business & Professions Code §
15 17510.8;
- 16 l. Whether Defendants' practices of applying fees received from the sale of dogs meant
17 for Wagmor Pets Non-Profit and diverting them to The Wagmor is an illegal
18 distribution in violation of Corporations Code § 5237;
- 19 m. The claims asserted by Plaintiffs' in this action are typical of the claims of the
20 members of the Class as the claims arise from the same course of conduct by
21 Defendants, and the relief sought is common.

22 99. Adequate Class Representation by Competent Counsel. The Plaintiffs have no
23 interests that are adverse to, or which conflict with, the interests of the absent members of the
24 Class and are able to fairly and adequately represent and protect the interests of such a Class
25 (and any after defined subclasses). Plaintiffs have raised viable statutory and fraudulent claims
26 of the type reasonably expected to be raised by members of the Class and will vigorously
27 pursue those claims. If necessary, Plaintiffs may seek leave of this Court to amend this
28 Complaint to include additional Class representatives to represent the Class or additional claims
as necessary. Plaintiffs have retained and are represented by experienced, qualified, and
competent counsel who are committed to prosecuting this class action and have the financial
resources necessary to do so. Neither Plaintiffs nor their counsel have any interest adverse to
those of the Class members.

100. Substantial Benefit to the Parties and the Court. Certification of this class action

1 is appropriate under California Code of Civil Procedure § 382 and California Civil Code §
2 1781. A class action is superior to other available methods for the fair and efficient adjudication
3 of this controversy, since individual litigation of the claims of all Class members is
4 impracticable. It would be unduly burdensome to the courts in which individual litigation of
5 numerous cases would proceed. Individualized litigation would also present a potential for
6 varying, inconsistent, or contradictory judgments, and would magnify the delay and expense to
7 all parties and to the court system resulting from multiple trials of the same factual issues. By
8 contrast, the maintenance of this action as a class action, with respect to some or all of the
9 issues presented herein, presents few management difficulties, conserves the resources of the
10 parties and of the court system and protects the rights of each member of the Class. Plaintiffs
11 anticipate no difficulty in the management of this action as a class action.

12 101. Additionally, the prosecution of separate actions by individual Class members
13 may create a risk of multiple adjudications with respect to them that would, as a practical
14 matter, be dispositive of the interests of the other members of the Class not parties to such
15 adjudications, or that would substantially impair or impede the ability of such nonparty Class
16 members to protect their interests. The prosecution of individual actions by Class members
17 could establish inconsistent results and result in establishing incompatible standards of conduct
18 for Defendants.

19 **VII. CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

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

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

24 103. California Business and Professions Code § 17200 *et seq.*, prohibits unfair
25 competition that constitutes any unlawful, unfair or fraudulent business act or practice and
26 unfair, deceptive, untrue or misleading advertising. The statute is directed toward the public's
27 right to protection from fraud, deceit, and unlawful conduct and its main purpose is consumer
28 protection.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 n. All Defendants committed deceptive acts by making written and/or oral
10 material representations and omissions that had a capacity, tendency, or likelihood to
11 deceive or confuse reasonable consumers by representing that the dogs are available for
12 adoption through WAGMOR PETS NON-PROFIT thereby representing fees paid for
13 the dogs would be tax deductible “donations” to WAGMOR PETS NON-PROFIT
14 when, in fact, the unsuspecting consumers are buying the dogs from THE WAGMOR
15 and THE WAGMOR receives all the fees paid by consumers;

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

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

27 q. All Defendants committed deceptive acts by making written and/or oral
28 material representations and omissions that had a capacity, tendency, or likelihood to

1 deceive or confuse reasonable consumers by representing dogs received veterinary care,
2 when in fact, no veterinary care was provided or Defendants placed dogs with Brittney
3 Delacruz who cared for the dogs in her own home, on her patio, and without being a
4 licensed veterinarian;

5 r. All Defendants committed deceptive acts by making written and/or oral
6 material representations and omissions that had a capacity, tendency, or likelihood to
7 deceive or confuse reasonable consumers by representing the dogs are healthy upon
8 adoption/sale and when the dogs become ill shortly after adoption, refuse to reimburse
9 fees paid for the dogs or to pay for treatment and instead, deny all liability, state that no
10 other dog is similarly affected and offers assistance only if the consumer agrees to
11 execute a non-disclosure agreement;

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

19 105. The statements and representations made by Defendants include, but are not
20 limited to direct statements, in person, in the adoption documents, by email and via Defendants'
21 online marketing materials, made to the Plaintiffs and the consuming public.

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

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

28 108. Upon information and belief, Defendants intended that customers rely on these

1 deceptive acts and practices in purchasing puppies from THE WAGMOR and/or WAGMOR
2 PETS NON-PROFIT, with the knowledge that significant harm would result.

3 109. Plaintiffs did, in fact, purchase puppies in reliance on these deceptive acts and
4 practices and Defendants' conduct caused injury in fact to Plaintiffs, including significant
5 financial and personal costs.

6 110. Pursuant to California Business & Professions Code § 17203, Plaintiffs seek an
7 award of equitable relief including requiring that Defendants (a) make full restitution of all
8 monies obtained from the unlawful, unfair, or fraudulent business acts or practices and unfair,
9 deceptive, untrue or misleading advertising as described in this Complaint and (b) disgorge all
10 profits obtained from the unlawful, unfair or fraudulent business acts or practices and unfair,
11 deceptive, untrue or misleading advertising as described in this Complaint.

12 111. Pursuant to California Business & Professions Code § 17203, Plaintiffs seek an
13 award of injunctive relief enjoining Defendants from continuing to engage in the unlawful,
14 unfair or fraudulent business acts or practices and unfair, deceptive, untrue or misleading
15 advertising as described in this Complaint.

16 112. Pursuant to California Business & Professions Code § 17205, damages awarded
17 under this cause of action are cumulative to remedies provided by other laws.

18 **SECOND CAUSE OF ACTION**

19 **(Violation of Cal. Bus. & Prof. Code §§ 17500, *et seq.* Against All Defendants)**

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

22 114. California Business and Professional Code § 17500 provides that it is "unlawful
23 for any person, firm, corporation or association, or any employee thereof with intent directly or
24 indirectly to dispose of real or personal property . . . or anything of any nature whatsoever or to
25 induce the public to enter into any obligation relating thereto, to make or disseminate or cause
26 to be made or disseminated before the public in this state . . . in any newspaper or other
27 publication, or any advertising device, or by public outcry or proclamation, or in any other
28 manner or means whatever, including over the Internet, any statement, concerning that real or

1 personal property . . . or concerning any circumstance or matter of fact connected with the
2 proposed performance or disposition thereof, which is untrue or misleading, and which is
3 known, or which by the exercise of reasonable care should be known, to be untrue or
4 misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so
5 made or disseminated any such statement as part of a plan or scheme with the intent not to sell
6 that personal property or those services, professional or otherwise . . . as so advertised.” *Id.*

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

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

19 117. As a direct and proximate result of Defendants’ conduct, Plaintiffs suffered
20 substantial monetary and non-monetary damages.

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

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

1 120. Pursuant to California Business & Professions Code § 17535, Plaintiffs seek an
2 award of injunctive relief enjoining Defendants from continuing to engage in the dissemination
3 of false, untrue and misleading public statements and representations as described in this
4 Complaint.

5 121. Pursuant to California Business & Professions Code § 17534.5, damages
6 awarded under this cause of action are cumulative to remedies provided by other laws.

7 **THIRD CAUSE OF ACTION**

8 **(Violation of Cal. Commercial Code § 2313 Against All Defendants)**

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

11 123. Plaintiffs are informed and believe that Defendants made express warranties to
12 Plaintiffs regarding the health of their puppies, including but not limited to the express written
13 warranty, included in the contract guaranteeing that the puppy purchased was fit for purchase
14 and not ill. This express warranty was included with all sales made to Plaintiffs. Moreover,
15 Defendants represented that all puppies were examined by a licensed veterinarian, thereby
16 assuring Plaintiffs that the dogs sold were in good health at the time of sale.

17 124. Plaintiffs' dogs, who all had pre-existing medical maladies, were ill and not fit
18 for purchase at the time of sale.

19 125. As stated herein, Defendants did not fully disclose the facts regarding the origin,
20 health or the fact other dogs in their care were ill when selling the puppies to the Plaintiffs.

21 126. Plaintiffs have taken numerous reasonable and timely steps to notify Defendants
22 of this breach of express warranty either directly or indirectly, including upon the filing of this
23 Complaint.

24 127. Plaintiffs have suffered severe economic damages from the dogs' illnesses.
25 These damages include, but are not limited to, the purchase price of the dogs and the cost of all
26 medical expenses for the dogs, as herein described. Plaintiffs seek an order to recover said
27 damages according to proof at trial.

28 //

FOURTH CAUSE OF ACTION

(Negligence Per Se Against All Defendants)

1
2
3 128. Plaintiffs reallege and incorporate by reference the allegations set forth in the
4 preceding paragraphs of this Complaint.

5 129. Defendants marketed and sold unhealthy dogs and/or dogs that were exposed to
6 other unhealthy dogs that were in their care. Defendants further failed to institute proper
7 protocols and procedures to ensure the health and safety of the dogs that they placed for
8 adoption with the public. Defendants owed a duty of care to Plaintiffs and to the consuming
9 public to conduct their activities with reasonable care.

10 130. Defendants fell below the standard of care exercised by other retail rescue stores
11 and animal rescue organizations by carelessly, grossly, negligently, and recklessly managing,
12 maintaining, and operating their business in such a manner which resulted in the inhumane
13 treatment of animals, including but not limited to, instituting proper procedures and protocols
14 that ensure the health and safety of the animals that Defendants take into their possession.

15 131. Defendants are located within the State of California and sell commercially bred
16 dogs in their retail business in violation of Health and Safety Code § 122354.5. Moreover,
17 Defendants display, sell, offer for sale, dogs that are unsterilized for a payment in excess of
18 \$500 in violation of Health and Safety Code § 122354.5. Defendants have known or reasonably
19 should have known of these egregious and ongoing violations, yet have done nothing to comply
20 with California law.

21 132. Defendants, and each of them, are a “pet dealer” as defined by Health and Safety
22 Code §122125. They are in the business of selling dogs at retail and are required to possess a
23 permit pursuant to § 6066 of the Revenue and Taxation Code. In furtherance of this business,
24 they market and sell dogs without first obtaining written documentation approving the sale from
25 a veterinarian licensed to practice in California in violation of Penal Code §597z and Health and
26 Safety Code §122045-122315.

27 133. THE WAGMOR failed to comply with the City of Los Angeles Kennel Permit
28 Standards and operated without a kennel license in violation of LAMC 53.50.

1 134. WAGMOR PETS NON-PROFIT obtains animals in exchange for payment or
2 compensation from third-parties and therefore does not meet the criteria of Health and Safety
3 Code § 122354.5. Accordingly, it is subject to penalties provided in Health and Safety Code §
4 122354.5.

5 135. The above-mentioned city ordinances and California Codes were enacted to
6 ensure the humane treatment of animals, safeguard the public interest and encourage adoption
7 of rescue animals and lower the California's shelter euthanasia rates. The acts and omissions of
8 Defendants as alleged were and are a substantial factor contributing to the illegal and
9 substandard procurement and care of animals that Plaintiffs and other members of the
10 consuming public obtained from Defendants.

11 136. Plaintiffs and their puppies are among the class persons and animals that the
12 foregoing laws were designed to protect and for whose protection they were adopted. The
13 injuries are of the type that the foregoing laws were intended to prevent. Defendants' violations
14 of the foregoing ordinances and laws constituted negligence per se and created a presumption of
15 negligence.

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

19 138. Defendants' conduct as described herein was malicious, fraudulent, and/or
20 oppressive, and done with a conscious disregard for Plaintiffs and for the deleterious
21 consequences of the Defendants' actions. Each Defendant authorized, condoned, and/or ratified
22 the unlawful conduct of all the other Defendants named in this action and of their agents and
23 employees. Consequently, Defendants are entitled to an award of punitive damages.

24 **FIFTH CAUSE OF ACTION**

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

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

28 140. Defendants made material representations to Plaintiffs, by means of oral

1 representations, labeling, advertisements, promotions, and/or marketing, that puppies sold by
2 Defendants, including those puppies purchased by Plaintiffs were healthy, when, in fact, they
3 were not.

4 141. 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 will use 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.

10 142. 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.

15 143. 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.

20 144. 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
23 dogs are being sold by THE WAGMOR and the THE WAGMOR receives all the fees paid by
24 consumers.

25 145. Defendants made material representations that the puppies are “rescue” when, in
26 fact, Defendants purchase puppies from third parties for resale.

27 146. Defendants’ representations were untrue, as set forth above.

28 147. Defendants’ made the representations herein alleged with the intention of

1 inducing Plaintiffs to purchase the Defendants' puppies and/or make donations.

2 148. Defendants further made material representations with the intention of avoiding
3 liability for the deaths and illnesses of the puppies.

4 149. At the time Defendants made the representations herein alleged, Defendants
5 knew that the representations were false.

6 150. Plaintiffs justifiably relied upon Defendants' fraudulent and intentional
7 misrepresentations and, in reliance on these representations, were induced to purchase the
8 puppies.

9 151. As a direct and proximate result of Defendants' intentional misrepresentations,
10 Plaintiffs were induced to buy sick puppies, spending an amount to be determined at trial on
11 medical care for these puppies, and the emotional distress of having purchased puppy mill
12 puppies.

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

18 **SIXTH CAUSE OF ACTION**

19 **(Concealment Against All Defendants)**

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

22 154. Defendants concealed material facts regarding the health of the puppies, the care
23 provided to the puppies, that the puppies had been subjected to cross-contamination and had
24 been exposed to illnesses.

25 155. Defendants further concealed that it is a regular practice for Defendants to pay
26 compensation to third parties in order to obtain puppies.

27 156. Defendants concealed the true facts from Plaintiffs with the intent to induce
28 Plaintiffs into purchasing the puppies.

1 157. Plaintiffs justifiably relied upon Defendants' statements and, in reliance on these
2 representations, were induced to purchase the puppies.

3 158. As a proximate result of Defendants' concealment of material facts, Plaintiffs
4 were induced to buy sick puppies from Defendants. Plaintiffs seek to recover their purchase
5 costs and costs associated with the medical care provided to the unhealthy puppies.

6 159. In doing these things, Defendants acted with malice, oppression and fraud and
7 Plaintiffs are therefore entitled to recover punitive damages.

8 **SEVENTH CAUSE OF ACTION**

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

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

12 161. Defendants made material representations to Plaintiffs, by means of oral
13 representations, labeling, advertisements, promotions, and/or marketing, that puppies sold by
14 Defendants, including those puppies purchased by Plaintiffs were healthy, when, in fact, they
15 were not.

16 162. Defendants made material representations to Plaintiffs, by means of oral
17 representations, advertisements, promotions, and/or marketing, that 100% of donations received
18 go to medical bills, when, in fact, they do not. BACELAR will use donations to pay for (a)
19 BACELAR's personal expenses for herself and her family, including but not limited to her
20 children's field trips, teacher's gifts, and her own personal pets; and (b) payment to third parties
21 who procure puppies for Defendants.

22 163. Defendants made material representations to Plaintiffs, by means of oral
23 representations, advertisements, promotions, and/or marketing, that donations were needed in
24 order to rescue dogs at a shelter that would be euthanized when, in fact, this statement was false
25 and BACELAR made this statement in order to obtain donations for WAGMOR PETS NON-
26 PROFIT.

27 164. Defendants made material representations to Plaintiffs, by means of oral
28 representations, advertisements, promotions, and/or marketing, that dogs received veterinary

1 care, when in fact, no veterinary care was provided or Defendants placed dogs with Brittney
2 Delacruz who cared for the dogs in her own home, on her patio, and without being a licensed
3 veterinarian.

4 165. Defendants made material representations to Plaintiffs, by means of oral
5 representations or written, advertisements, promotions, and/or marketing, that fees paid for the
6 dogs were tax deductible “donations” to WAGMOR PETS NON-PROFIT when, in fact, the
7 dogs are being sold by THE WAGMOR and the THE WAGMOR receives all the fees paid by
8 consumers.

9 166. Defendants made material representations that the puppies are “rescues” when,
10 in fact, Defendants purchase puppies from third parties for resale.

11 167. Defendants’ representations were untrue, as set forth above.

12 168. Defendants made the representations herein alleged with the intention of
13 inducing Plaintiffs to purchase the Defendants’ puppies.

14 169. Plaintiffs justifiably relied upon Defendants’ fraudulent and intentional
15 misrepresentations and, in reliance on these representations, were induced to purchase the
16 puppies. If Plaintiffs had known the truth, they would not have purchased THE WAGMOR’S
17 puppies.

18 170. Defendants owed Plaintiffs a duty to take reasonable care that the verbal and
19 written information being provided by Defendants to the Plaintiffs was true and correct,
20 including all information about the puppies’ origins and health.

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

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

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EIGHTH CAUSE OF ACTION

(Unjust Enrichment Against All Defendants)

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

174. Defendants were unjustly enriched by selling dogs in violation of Health and Safety Code § 122354.5.

175. The amount in which Defendants unjustly enriched themselves is the sum of no less than \$1,000,000.

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

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:

1. For an order certifying that the action may be maintained as a class action.
2. 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;
3. 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;
4. 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;
5. For actual and punitive damages, including but not limited to, purchase price and medical expenses relating to the purchase and care of Plaintiffs' puppies, in an amount to be proven at trial;
6. For an award to Plaintiff of all applicable costs and the reimbursement and

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payment of reasonable attorneys' fees, to the extent permitted by law;

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


8. 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: June 24, 2022

REVOLVE LAW GROUP LLP

By: 
Kimberly A. Wright
Attorneys for Plaintiff

ADDITIONAL ATTORNEYS TO BE NOTICED:

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RYTHER LAW GROUP
5777 W. Century Blvd., #1110-2076
Los Angeles, CA 90045
T: 310-751-4404

EXHIBIT 1


(805) 774- [REDACTED]



Hey. My google number


2:38 5G

X <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.

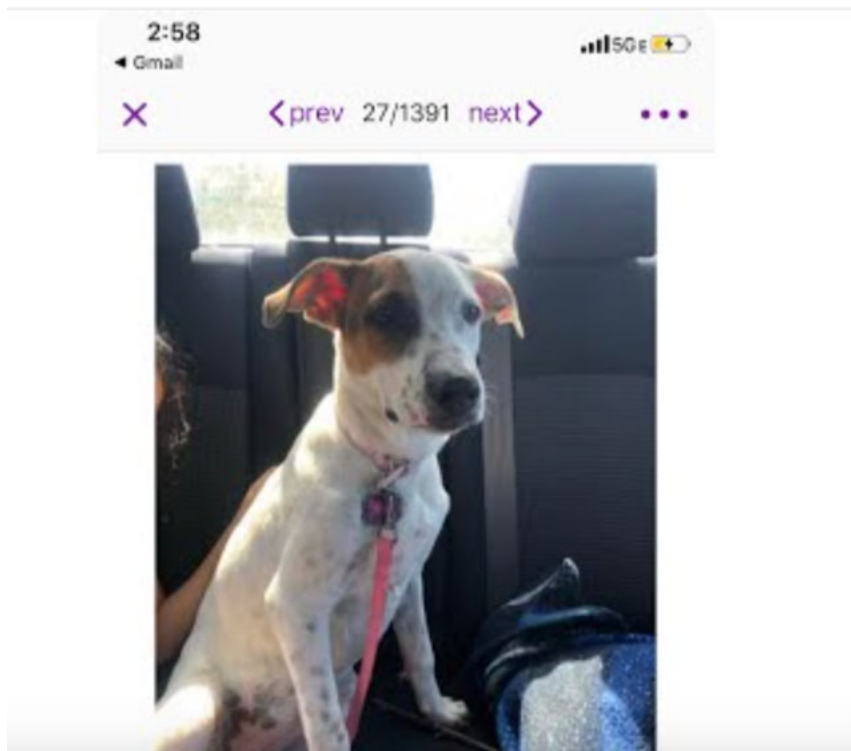
(805) 774- [REDACTED] • Jul 11, 2020

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) 774-0028 • Jul 11, 2020

4:52

LTE



+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



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

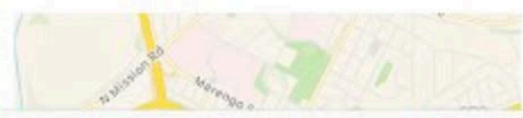


(805) 774-[REDACTED]



★ **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

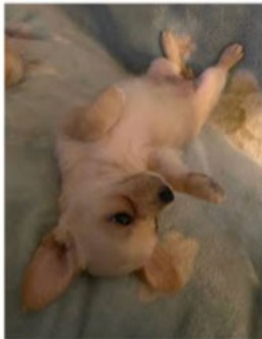
(805) 774- [REDACTED]



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 🗑️



(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-████████



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-████████



He stopped texting me.

(805) 774-████████ • 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-████████ • Jul 16, 2020

EXHIBIT 2

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

4 Messages

 Inbox

Hi are the pupp...



Melissa... Thursday

To: ab24f43c8... >

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 7105765487



< 15

+1 (818) 939-

iMessage
Thu, Apr 9, 1:15 PM

Hi. Interested in
puppies please!!

Hiii I have 4 boys
left



iMessage



< 15

+1 (818) 939- [REDACTED]

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



< 15

+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/

Apps Bookmarks ProQuest Ebook C... Chicago-Style Cit... Search and Brows... Date Calculator (1) Buy



wagmorpets • Follow
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/Rotts 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

Like Comment Share

4,461 likes
3 DAYS AGO **April 10, 2020

Add a comment... Post

Monday, April 13, 2020

View as Analog
✓ View as Digital

Open Date & Time Preferences...

The Wagmor Pet Hotel & Spa

instagram.com/p/B-0PpOZFTOJ/

Apps Bookmarks ProQuest Ebook C... Chicago-Style Cit... Search and Brows... Date Calculator (1) Buy



It's Friday and here is a Puppy-Pick-Me-Up for those of you that just need to see puppies to help you with your day! 🐶🐶❤️

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

These are the Golden Retriever/Rotts that we rescued yesterday. Look at how cute these guys are! ❤️

#wagmorpets #wagmortribe #adoptdontshop

3d



16,568 views

3 DAYS AGO

Add a comment...

Post

Monday, April 13, 2020

- View as Analog
- ✓ View as Digital

Open Date & Time Preferences...



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 & 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

RAINESFELDMAN

1800 Avenue of the Stars, 12th Floor
Los Angeles, California 90067
Main: 310.440.4100
Direct: 310.988.4290

whochberg@raineslaw.com
www.raineslaw.com

May 24, 2022

VIA EMAIL & CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ms. Talia Jackson
Mr. Nathan Alfano

Re: **The Wagmor vs. Jackson, Alfaro, et al**

Dear Ms. Jackson and Mr. Alfano:

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

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

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

We are advised of the following facts:

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

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

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

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

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

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

Ms. Talia Jackson

May 24, 2022

Page 4

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

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

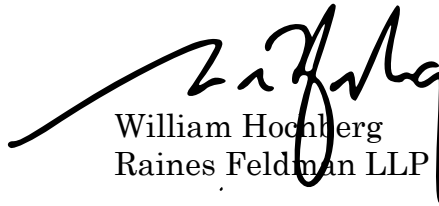
1. **Immediately** cease and desist from further stating anything about our clients that is in any way false, derogatory or defamatory in any medium of communication – whether verbally (including, without limitation, conversations by telephone, via FaceTime or Skype, or in-person), in print, or electronically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

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

Ms. Talia Jackson
May 24, 2022
Page 5

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

Very truly yours,



William Hochberg
Raines Feldman LLP

cc:
Melissa Bacelar
Lauren Katunich, Esq.

EXHIBIT 4



ADMINISTRATIVE CITATION - OFFICIAL NOTICE

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

Location of Violation: [Redacted]

Person Cited: NATHAN ALFANO (First, Middle, Last) Owner / Tenant / Other:

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

ID Type: No.: Expires: DOB:

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

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

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

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

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

597 PL ANIMAL CRUELTY CONTACT SHELTER MARKED BELOW IMMEDIATELY YOU MAY BE FACING CRIMINAL CHARGES.
EMAIL: ANI.LA@FIELD@LACITY.ORG

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

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

Signature (Acknowledging Receipt): UNAVAILABLE Date: 8/20/22

LAAS Issuer: DINH ID# 040

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

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

PLEASE READ REVERSE SIDE AND ANY ATTACHMENTS FOR IMPORTANT INFORMATION

[] PERSONALLY SERVED (Issued) [X] POSTED [] MAILED (Date Mailed:)



Susan Botta <susan.botta@lacity.org>

Fwd: Urgent matter animal abuse neglect

Thu, May 19, 2022 at 10:07 AM

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

Hello Lt. Botta,

We received this complaint from a rescue.

Thank you

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

Thank you,

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

Follow us on social media:



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

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

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

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

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

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

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

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

Please help me

I want to help this puppy

I am attaching the videos

Adopter
Nathan alfano

[Redacted]


[Redacted]


Please contact me with any questions

Brittney delacruz

[Redacted]

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

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

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

Animal Control Officer Felix Lopez

Permits Section
Los Angeles Animal Services
221 N. Figueroa Street, Suite 600
Los Angeles, CA 90012
W: (213)482-7433
E: felix.lopez@lacity.org

Follow us on social media:



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2 attachments

 **IMG_95800281.MOV**
5541K

5/19/22, 10:50 AM

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

 **IMG_250846871.MOV**
7244K

EXHIBIT 5



Name of dog: _____

Congratulations! You are officially part of the #WagmorFam.

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

Please read and initial after each paragraph.

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

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

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

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

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

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

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

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

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

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

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

Signature

Date



Date: _____

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

with microchip # _____ adopted at Wagmor, spayed/neutered

by _____ as required by Los Angeles Animal Services
Date

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

Thank you.

Signature

Today's Date

WAGMORPETS

TRANSFER OF OWNERSHIP

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

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

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

Color: _____ **Breed:** _____

Sex: _____ **Special Needs:** _____

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

Vaccinations, if applicable: _____

NEW OWNER(S)

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

New Owner's Name: _____

Address: _____

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

Email: _____

Additional Owner's Name: _____

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

Initial(s): _____

DISCLOSURES, RIGHTS AND RESPONSIBILITIES

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

Please **initial** after each sentence.

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

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

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

Date: _____ Signature: _____
New Owner



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

Name of Dog:

Expiration Date:

Official Wagmor Signature:

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

Somis Veterinary Hospital

5375 Bell Street

Somis, California 93066

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