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12 Kristina Warner, Kimberly Wright, Seth Waskow and  
13 Yasmin Waskow

14 **SUPERIOR COURT OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

16 CATHY GREEN, an individual, individually  
17 and on behalf of the public; JONATHAN  
18 FAIRBANKS, an individual, individually  
19 and on behalf of the public; KIMBERLY  
20 WRIGHT, an individual, individually and on  
21 behalf of the public; and KRISTINA  
22 WARNER, an individual, individually and on  
23 behalf of the public, SETH WASKOW, an  
24 individual, individually and on behalf of the  
25 public; YASMIN WASKOW, an individual,  
26 individually and on behalf of the public,

27 **PLAINTIFFS,**

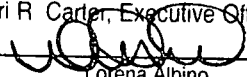
28 vs.

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

**DEFENDANTS.**

**FILED**  
Superior Court of California  
County of Los Angeles

**AUG 17 2016**

Sherri R. Carter, Executive Officer/Clerk  
By  Deputy  
Lorena Albino

*NO SUMMONS  
ISSUED*

Case No. BC598098

**VERIFIED THIRD AMENDED  
COMPLAINT FOR:**

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

**[Unlimited Case Over \$25,000.00]**

**[Jury Trial Requested]**

**THIRD AMENDED COMPLAINT FOR DAMAGES**

08/18/2016

1 **INTRODUCTION**

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

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

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

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

5 5. Each of the PLAINTIFFS GREEN, FAIRBANKS and WRIGHT's puppies  
6 obtained from DEFENDANTS were diagnosed with the deadly Parvovirus days after leaving  
7 DEFENDANTS' care and are now deceased, despite PLAINTIFFS each spending thousands of  
8 dollars attempting to save the puppies lives. SETH AND YASMIN WASKOW's puppy was  
9 diagnosed with the deadly Parvovirus days after leaving DEFENDANTS' care, was hospitalized  
10 and survived the disease.

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

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

21 8. DEFENDANTS repeatedly, intentionally, and fraudulently stated to  
22 PLAINTIFFS SETH WASKOW and YASMIN WASKOW on numerous occasions that they  
23 knew of no other puppies that had been previously in DEFENDANTS' care and control that had  
24 contracted any illness, including the deadly Parvovirus. DEFENDANTS made these false  
25 representations while being fully aware that there other puppies that had been in their care in  
26 April and June 2015 had died of the virus. DEFENDANTS further made these statements to  
27 PLAINTIFFS knowing that there was already a lawsuit pending against them for similar  
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1 conduct after more puppies died of the deadly Parvovirus in September 2015.

2 9. DEFENDANTS repeatedly, intentionally and fraudulently concealed their  
3 knowledge of the ill and dead puppies from each individual PLAINTIFF.

4 10. This lawsuit seeks to put an end to the illegal, intentional and despicable false  
5 advertising as well as deceptive and unfair business practice violations committed by  
6 DEFENDANTS against persons who “adopted” puppies from DEFENDANTS within the State  
7 of California. DEFENDANTS’ business policies and practices consist of systemic intentional  
8 and/or negligent misrepresentations to the public by posting public notices throughout the State  
9 of California claiming that their puppies are “rescued,” when, in fact, DEFENDANTS collude  
10 to purchase puppies from third parties, i.e. backyard breeders or puppy brokers while only  
11 saving a bare minimum amount from high kill shelters. DEFENDANTS further unlawfully  
12 utilize the nonprofit public benefit corporation, THE WYLDER FOUNDATION, to facilitate  
13 their fraud.

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

19 12. DEFENDANTS have misrepresented and continue to misrepresent to their  
20 customers and to the consuming public the following material facts:

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

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

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

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

7 e. After the customers' puppies display signs of illnesses, they blame the  
8 customers for the pre-existing medical conditions that resulted from Defendants'  
9 intentional and/or negligent care.

10 **PARTIES**

11 13. PLAINTIFF CATHY GREEN ("GREEN") is now and at all times herein  
12 mentioned an individual residing in the County of Los Angeles, State of California.

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

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

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

19 17. PLAINTIFFS SETH WASKOW and YASMIN WASKOW are now and at all  
20 times herein mentioned are individuals and a married couple residing in the County of Los  
21 Angeles, State of California.

22 18. DEFENDANT MELISSA BACELAR is a resident of Los Angeles County, State  
23 of California. She is the co-founder and President of DEFENDANT WYLDER  
24 FOUNDATION; owner of DEFENDANT WYLDERS SWEET SHOP, LLC *dba* WYLDER'S  
25 HOLISTIC PET CENTER & RESCUE and owner of WYLDER'S HOLISTIC PET CENTER,  
26 INC. *dba* THE WAGMOR ("WAGMOR"), each of which do business in Los Angeles County,  
27 State of California.  
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1           19.    DEFENDANT GAIL BACELAR is a resident of Los Angeles County, State of  
2 California. She is Vice President of DEFENDANT WYLDER FOUNDATION and works for  
3 DEFENDANTS WYLDER HOLISTIC PET CENTER & RESCUE and WAGMOR in Los  
4 Angeles County, California.

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

12           21.    DEFENDANT WYLDER'S HOLISTIC PET CENTER, INC. is a Delaware  
13 corporation registered to do business in the State of California and is located in Los Angeles  
14 County, State of California.

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

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

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

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

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

17 **JURISDICTION AND VENUE**

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

21 **ALTER EGO ALLEGATIONS**

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

1           29. Upon information and belief, DEFENDANT WYLDERS SWEET SHOP, INC.  
2 and WYLDER'S HOLISTIC PET CENTER, INC. were formed and operated with inadequate  
3 capitalization and failed to respect other corporate formalities that would indicate a separate  
4 existence from each other and from DEFENDANTS MELISSA BACELAR, GAIL BACELAR  
5 and WYLDER FOUNDATION.

6           30. Upon information and belief, DEFENDANTS MELISSA BACELAR, GAIL  
7 BACELAR, WYLDER FOUNDATION, WYLDER'S HOLISTIC PET CENTER, INC. and  
8 WYLDER'S SWEET SHOP, LLC commingle and fail to segregate each individual or entity  
9 funds and assets from their own.

10           31. Upon information and belief, DEFENDANTS MELISSA BACELAR and GAIL  
11 BACELAR have controlled, dominated, managed, and operated DEFENDANTS WYLDER  
12 FOUNDATION, WYLDERS SWEET SHOP, LLC and WYLDER'S HOLISTIC PET  
13 CENTER, INC. since its formation for their own personal benefit.

14           32. Upon information and belief, WYLDER FOUNDATION, WYLDERS SWEET  
15 SHOP, LLC and WYLDER'S HOLISTIC PET CENTER, INC. are, and at all times herein  
16 mentioned, was a mere shell, instrumentality and conduit through which DEFENDANTS  
17 MELISSA BACELAR and GAIL BACELAR carried on their activities. Upon information and  
18 belief, DEFENDANTS MELISSA BACELAR and GAIL BACELAR exercised and continue to  
19 exercise such complete control and dominance of the activities of WYLDER FOUNDATION,  
20 WYLDERS SWEET SHOP, LLC and WYLDER'S HOLISTIC PET CENTER, INC. that any  
21 individuality or separateness of these entities never existed.

22           33. Adherence to the fiction of the separate existence as an entities distinct from  
23 each other and from DEFENDANTS MELISSA BACELAR and GAIL BACELAR would  
24 permit an abuse of the privileges against liability afforded to companies and corporations, and  
25 would result in unfairness to PLAINTIFFS and an inequitable result. It would promote injustice  
26 by allowing DEFENDANTS MELISSA BACELAR and GAIL BACELAR to evade liability or  
27 veil assets that should in equity be used to satisfy the judgment sought by PLAINTIFFS in this  
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1 action.

2 **GENERAL FACTUAL BACKGROUND**

3 34. DEFENDANT MELISSA BACELAR is a self-proclaimed "Pet Communicator  
4 and Animal Activist." Her website boasts that her mission has been "to make Los Angeles a No  
5 Kill State by rescuing dogs and educating the public on the importance of rescue." See  
6 [www.wyldersholicpetcenter.com/about](http://www.wyldersholicpetcenter.com/about). DEFENDANT MELISSA BACELAR has appeared  
7 in various media programs promoting her pet psychic and rescue expertise to induce consumers  
8 into "adopting" her "rescue" dogs from DEFENDANTS WYLDER FOUNDATION and  
9 WYLDER'S HOLISTIC PET CENTER & RESCUE, both of which are under her direct control  
10 and supervision.

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

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

24 37. DEFENDANT WYLDER'S HOLISTIC PET CENTER & RESCUE is a pet  
25 boutique located in Studio City, California. It advertises and markets to the public that it, along  
26 with DEFENDANTS MELISSA BACELAR and WYLDER FOUNDATION, will serve the  
27 community by taking in homeless dogs and housing them while they search for their forever  
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1 homes. In fact, the "About" section on its website, [www.wyldersholicpetcenter.com/about/](http://www.wyldersholicpetcenter.com/about/),  
2 states, "these dogs will be pampered while they stay at Wylder's." However, upon information  
3 and belief, these poor dogs end up on the cold floor at DEFENDANT WAGMOR's grooming  
4 and daycare facility without bedding and without proper protocols and procedures in that  
5 ensures their health and safety.

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

10 39. PLAINTIFFS GREEN, FAIRBANKS and WRIGHT "adopted" a puppy from  
11 DEFENDANTS MELISSA BACELAR, GAIL BACELAR, WYLDER FOUNDATION, and  
12 WYLDER'S HOLISTIC PET CENTER & RESCUE on August 30, 2015. PLAINTIFF  
13 WARNER "adopted" a puppy from DFENDANTS on October 31, 2015. Each PLAINTIFF  
14 paid \$600 for each puppy. Despite representations that "a member of the foundation [will] do a  
15 home check before a dog will be allowed to live with them," no such person visited the homes  
16 of the PLAINTIFFS. *See* Exhibit "C"; *see also* [www.wyldersholicpetcenter.com/about/](http://www.wyldersholicpetcenter.com/about/).

17 40. PLAINTIFFS SETH WASKOW and YASMIN "adopted" a puppy from  
18 DEFENDANTS on December 8, 2015. PLAINTIFFS SETH WASKOW and YASMIN  
19 WASKOW paid a non-negotiable amount of \$600 for their puppy. Despite representations that  
20 "a member of the foundation [will] do a home check before a dog will be allowed to live with  
21 them," no such person visited the homes of the PLAINTIFFS.

22 41. PLAINTIFFS GREEN, FAIRBANKS, WARNER and WRIGHT were each  
23 informed that their puppies were "rescues" and had been seen by a veterinarian, had been kept  
24 in foster care, were over the age of 8 weeks, and were healthy. However, each of PLAINTIFFS'  
25 puppies were 5-6 weeks old, were exposed to cross-contamination and had pre-existing medical  
26 conditions. In fact, these puppies were advertised on Petfinder.com as up to date on shots and  
27 micro-chipped, spayed or neutered, current on vaccinations, and house trained, when in fact,  
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1 they were not. See a true and correct copy of the www.Petfinder.com postings for Winona  
2 (Thumper), Hermes (Kobi), and Apollo (Walter), and Simon (Dakota) attached hereto as  
3 Exhibit "D."

4 42. PLAINTIFFS SETH WASKOW and YASMIN WASKOW were informed that  
5 their puppies were "rescues" and had been seen by a veterinarian, had been kept in foster care,  
6 were over the age of 8 weeks, and were healthy. However, the WASKOWS are informed and  
7 believe thereon that the puppy had been cross-contaminated with a litter of puppies that had  
8 been diagnosed with the deadly Parvovirus.

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

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

24 45. PLAINTIFF WARNER was also informed that her puppy was "rescued" and  
25 healthy. PLAINTIFF WARNER is informed and believes thereon that these facts were false,  
26 deceptive, untrue, and misleading.

27 46. DEFENDANTS knew, or reasonably should have known, that PLAINTIFFS  
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1 GREEN, FAIRBANKS, and WRIGHT's puppies were ill and were likely ill prior to leaving  
2 DEFENDANTS' control since the Parvovirus had been present in their store month prior.  
3 PLAINTIFFS GREEN, FAIRBANKS, and WRIGHT are further informed and believe thereon  
4 that other Multi-poo puppies died or with the Parvovirus during the same time period as their  
5 puppies.

6 47. When the WASKOW's puppy exhibited signs of illnesses, DEFENDANTS  
7 claimed no other puppies were ill. These facts were false, deceptive, untrue, and misleading. In  
8 fact, DFENDANTS had puppies die of the Parvovirus in April, June and September 2015.  
9 DEFENDANTS were aware of this fact and knowingly, or with gross negligence, concealed  
10 this fact from each of the WASKOWs.

11 48. DEFENDANTS knew, or reasonably should have known, that PLAINTIFFS'  
12 puppy was ill and were likely ill prior to leaving DEFENDANTS' control since the Parvovirus  
13 had been present in their store months prior. DEFENDANTS intentionally failed to reveal these  
14 facts and instead stated that no other puppies had been ill or had died of the Parvovirus.

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

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

27 51. PLAINTIFFS have suffered injury and continue to suffer injury as a result of  
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1 DEFENDANTS' false representations as does the consuming public. PLAINTIFFS also lost  
2 money in the form of unreimbursed veterinary care and expenses and continue to lose money as  
3 a result of DEFENDANTS' false representations and deceptive trade practices.

4 52. Likewise, consumers throughout Southern California who "adopted" puppies  
5 from DEFENDANTS lost money and continue to lose money in the form of unreimbursed  
6 veterinary care and expenses and continue to lose money as a result of DEFENDANTS' false  
7 representations and deceptive trade practices.

8 53. The puppies offered for "adoption" by DEFENDANTS were and are extensively  
9 marketed and advertised through online media, television, and print media and in-store  
10 representations, which affirmatively emphasized and continue to emphasize that  
11 DEFENDANTS' puppies were "rescued." Rescue is not understood to mean, nor does it mean,  
12 that DEFENDANTS are paying money to third parties for the puppies. Such practices and  
13 representations were and are undertaken by DEFENDANTS in order to induce the consuming  
14 public to "adopt" their puppies based upon the pretext that the puppies are unwarranted,  
15 homeless, and were not purchased and flipped by DEFENDANTS. DEFENDANTS  
16 disseminated, or caused to be disseminated, these representations throughout California and  
17 continue to do so today.

18 54. In reliance on DEFENDANTS' marketing and advertising, the consuming public  
19 "adopted" 900+ adult dogs and puppies since February 2014. It is estimated that  
20 DEFENDANTS have profited well over \$600,000.00 in almost 2 years, and continue to profit,  
21 as a result of their misrepresentations and deceptive trade practices.

22 55. PLAINTIFFS are informed and believe thereon that there were approximately 11  
23 other puppies in DEFENDANTS' care that were ill and died of the Parvovirus since April 2015.  
24 DEFENDANTS continue to knowingly and/or with gross negligence conceal this fact from  
25 PLAINTIFFS and continue to misrepresent that no other puppies had become ill or died of the  
26 virus. In fact, DEFENDANT BACELAR represented to PLAINTIFFS that her vet "has never  
27 lost one of [my] puppies" when in fact she was very well aware that multiple puppies had died  
28

1 while being treated by her veterinarian.

2 56. PLAINTIFFS are informed and believe thereon that ill puppies in  
3 DEFENDANTS' care and control do not receive 24 hour emergency care by an AAHA  
4 veterinarian and DEFENDANTS regularly withhold treatment other than the bare minimum.  
5 DEFENDANTS further have failed to hospitalize severely ill puppies and instead require  
6 untrained employees, with no experience in veterinary care, to syringe feed ill puppies with oral  
7 medication and a wet food/protein paste.

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

15 58. PLAINTIFFS are informed and believe thereon that any demands by third parties  
16 that ill puppies be seen by a veterinarian or that they be hospitalized were dismissed and refused  
17 by DEFENDANTS MELISSA BACELAR and GAIL BACELAR.

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

26 60. PLAINTIFFS have suffered grossly and all DEFENDANTS should be enjoined  
27 from colluding to "flip" puppies, i.e., illegally buying and reselling puppies to the unsuspecting  
28

1 consuming public. Further, DEFENDANTS should be permanently barred from engaging in  
2 any work relating to animals since several puppies in their care died while others suffered  
3 severe medical complications and had to be euthanized. DEFENDANTS' dog "flipping"  
4 operation utilizing inhumane treatment must end now.

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

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

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

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

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

27 65. PLAINTIFF GREEN's children picked out one of the Malit-poo puppies.  
28

1 DEFENDANT GAIL BACELAR directed them to the back of the store, to what appeared to be  
2 storage room, so that the Malti-poo puppy could socialize with Bambi.

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

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

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

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

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

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

26 72. On September 4, 2015, PLAINTIFF GREEN's dog Bambi became seriously ill  
27 with a high fever, vomiting and diarrhea. She was rushed to McClave Veterinary Hospital  
28

1 where she was treated with medications. After incurring \$608.00 in costs for treatment, Bambi  
2 returned home later that day. That same night THUMPER exhibited signs of lethargy and  
3 continued to reject food. PLAINTIFF GREEN contacted DEFENDANT MELISSA BACELAR  
4 and informed her that the veterinarian had concerns that it may be the raw puppy products that  
5 were making her dogs sick.

6 73. The following day on September 5, 2015, PLAINTIFF GREEN contacted her  
7 veterinarian and reported that Bambi was still sick and THUMPER was becoming more  
8 lethargic and continued to have diarrhea.

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

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

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

27 77. At 8:27 p.m., PLAINTIFF GREEN receives an email from DEFENDANTS  
28

1 stating that “[i]n 11 years of rescuing and rehabilitating dogs this is the first time a dog that I  
2 have adopted out has come down with Parvo.” *See* a true and correct copy of the email dated  
3 9/6/15, attached hereto as Exhibit “E.”

4 78. September 8, 2015, PLAINTIFF GREEN spoke with DEFENDANT GAIL  
5 BACELAR and shared that THUMPER’s condition was grave. DEFENDANT GAIL  
6 BACELAR stated that since WYLDER FOUNDATION was a nonprofit there was nothing that  
7 could be done for PLAINTIFF GREEN but she would hold a board meeting to discuss the  
8 situation. There was no further communication from DEFENDANT GAIL BACELAR  
9 regarding the supposed board meeting.

10 79. The following day, September 9, 2015, PLAINTIFF GREEN sent an email  
11 regarding the damages she and her family have suffered, both financial and emotional, because  
12 of this situation. At approximately 3:45 p.m. THUMPER went into arrest and died. PLAINTIFF  
13 GREEN called DEFENDANT GAIL BACELAR to notify DEFENDANTS of THUMPER’s  
14 death. DEFENDANT GAIL BACELAR tells PLAINTIFF GREEN that she will have  
15 DEFENDANT MELISSA BACELAR return her call. THUMPER’s hospital stay totaled  
16 \$1,922.18.

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

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

27 81. The day after THUMPER’s death, on September 10, 2015, PLAINTIFF GREEN  
28



1 receives an email from DEFENDANT GAIL BACELAR stating, “[y]our dog is due for their  
2 shots!” ... “Come to Wylder’s for your vaccination needs!” DEFENDANTS were aware that  
3 THUMPER was dead. *See* a true and correct copy of the email dated 9/10/15, attached hereto as  
4 Exhibit “G.”

5 83. On September 12, 2015, PLAINTIFF GREEN again emailed her demand for  
6 reimbursement of costs and request removal from the solicitation list. She again received no  
7 reply.

8 84. On September 18, 2015, PLAINTIFF GREEN again emailed her demand for  
9 reimbursement of costs. Once again she received no reply.

10 85. On September 23, 2015, PLAINTIFF GREEN receives a cease and desist letter  
11 from attorney Jamie M. Davenport, Esq. responding to PLAINTIFF GREEN’s demand for  
12 reimbursement of costs. Ms. Davenport indicates that DEFENDANTS’ position is that  
13 THUMPER “left the facility healthy and contracted the parvovirus only after being in  
14 [PLAINTIFF GREEN’s] care.” The letter went on to state “as Wylder’s is neither responsible  
15 nor liable for your animal contracting parvovirus, Wylder’s will not pay the damages as  
16 demanded.”

17 86. To date, PLAINTIFF GREEN and her family continue to suffer emotionally. The  
18 day they adopted THUMPER they lost their beloved Gretchen. THUMPER’s adoption was to  
19 bring joy to a family that was heartbroken. Instead, PLAINTIFF GREEN and her family would  
20 incur more heartache, watching THUMPER suffer with constant diarrhea, vomiting, weight-loss  
21 and then die from the illness attacking her heart. Further, PLAINTIFF GREEN receives  
22 disability income and the stress of the outstanding veterinarian hospital bills is overwhelming.

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

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

2                   88.     On July 20, 2015, PLAINTIFFS FAIRBANKS and WRIGHT lost their Mini  
3 Schnauzer, "Sasha," to old age. PLAINTIFF WRIGHT was inconsolable over the loss of her  
4 beloved Sasha.

5                   89.     Then on August 29, 2015, PLAINTIFF WRIGHT saw an advertisement on  
6 www.Petfinder.com for two (2) Mini Schnauzer sibling puppies called Hermes and Apollo. See  
7 Exhibit "D."

8                   90.     PLAINTIFF WRIGHT called the number on the advertisement and spoke with  
9 DEFENDANT MELISSA BACELAR. PLAINTIFF WRIGHT inquired into the origin of the  
10 Mini Schnauzers, as it is rare for a "rescue" to have purebred Schnauzer puppies.  
11 DEFENDANT MELISSA BACELAR told PLAINTIFF WRIGHT that a backyard breeder was  
12 "busted" by the city and if he didn't get rid of the puppies he would be fined \$500 per puppy.  
13 She then stated that there had been nine (9) of them but only four (4) were "dumped" at her  
14 store, DEFENDANT WYLDER'S HOLISTIC PET CENTER & RESCUE.

15                   91.     On August 30, 2015, PLAINTIFFS FAIRBANKS and WRIGHT traveled from  
16 Newport Beach to Studio City and were directed to the back of the store where, on the floor,  
17 there was the crate with Mini Schnauzer, Multi-poo and Yorkie puppies, a pee pad, and a single  
18 bowl with goat's milk and food for the puppies to share.

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

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

28  
08/18/2016

1 94. PLAINTIFF WRIGHT paid \$1200.00 for the Mini Schnauzer puppies that were  
2 renamed KOBİ and WALTER. Thereafter, DEFENDANT MELISSA BACELAR focused on  
3 pushing supplies for the puppies.

4 95. PLAINTIFF WRIGHT has been an avid foster of puppies since 2011.  
5 PLAINTIFF WRIGHT understood the importance of preventing cross-contamination between  
6 KOBİ and WALTER and her other dog Daniel. As such, KOBİ and WALTER were placed in a  
7 spare bathroom in PLAINTIFFS FAIRBANKS and WRIGHT's shared home. The bathroom  
8 had been disinfected and the doorway was blocked by a partition. PLAINTIFFS FAIRBANKS  
9 and WRIGHT have never had any of their foster puppies or dogs become ill, either in their care,  
10 or after they were adopted.

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

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

24 98. On September 2, 2015, PLAINTIFFS FAIRBANKS and WRIGHT took KOBİ  
25 and WALTER to the veterinarian. The veterinarian indicated that they were dehydrated and  
26 more likely to be 5-6 weeks old and weighed a mere 1 pound 9 ounces each. Due to the playful  
27 nature of the puppies, there was no immediate concern as to their health but the veterinarian told  
28

1 PLAINTIFFS FARBANKS and WRIGHT to keep a close eye on them.

2 99. KOBİ's diarrhea began worsening, and on the morning of September 5, 2015, he  
3 vomited. PLAINTIFFS FAIRBANKS and WRIGHT immediately rushed him back to the  
4 veterinarian where he tested STRONG/POSITIVE for the deadly Parvovirus and positive for  
5 Giardia. WALTER tested positive for Giardia. KOBİ was treated with Frozen Plasma,  
6 Subcutaneous Fluids, Cerenia, Metronidazole and was required to return the following day. As a  
7 separate precaution, PLAINTIFFS FAIRBANKS and WRIGHT's other dog, Daniel, was  
8 vaccinated for the Parvovirus.

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

18 101. September 7, 2015, PLAINTIFF WRIGHT calls DEFENDANT MELISSA  
19 BACELAR at WYLDER's HOLISTIC PET CENTER & RESCUE to inform her of KOBİ's  
20 status. DEFENDANT MELISSA BACELAR gives PLAINTIFF WRIGHT her cell phone and  
21 reiterates that there are no other puppies that are ill.

22 102. That same day KOBİ is rushed to an emergency veterinarian where he is  
23 admitted and required to stay over night. WALTER again tests negative at the emergency  
24 veterinarian.

25 103. In a conversation via text message, DEFENDANT MELISSA BACELAR states,  
26 "I'm just really stumped" and "He prob got it from breeder?? I guess. Or maybe one of the dogs  
27 at the store was a carrier? But why just him." See a true and correct copy of the 9/7/15 text  
28

1 message, attached hereto as Exhibit "H." She makes no mention of THUMPER having been  
2 diagnosed with the Parvovirus the day prior.

3 104. On September 8, 2015, KOBİ is transferred to the Southern California  
4 Veterinary Specialty Hospital ("SoCal Vet Hospital") where he requires 24-hour care for shock  
5 and Parvovirus. He is one of the worst cases of Parvovirus the head veterinary criticalist has  
6 ever seen.

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

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

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

25 108. After PLAINTIFF WRIGHT stresses the safety of the other puppies,  
26 DEFENDANT MELISSA BACELAR states, "I have talked to both the other families. So far no  
27 one else is even slightly sick" and "I told them to go to our vet." PLAINTIFF WRIGHT is  
28

1 informed and believes thereon that DEFENDANT MELISSA BACELAR never told the owners  
2 of the other two (2) Mini Schnauzers, or any other owners of the puppies that were in contact  
3 with KOBİ, that KOBİ was diagnosed with the Parvovirus.

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

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

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

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

22 113. In furtherance of the objective to pay for PLAINTIFF FAIRBANKS and  
23 WRIGHT's veterinarian expenses, DEFENDANT MELISSA BACELAR refunded PLAINTIFF  
24 WRIGHT \$1000.00.

25 114. On September 10, 2015, DEFENDANT MELISSA BACELAR states to  
26 PLAINTIFF WRIGHT via text message, "I just can't figure out where Kobi got it when no one  
27 else does." See Exhibit "I." Still DEFENDANTS fails to mention the death of the Yorkie  
28

1 puppies or THUMPER's death.

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

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

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

26 118. On September 18, 2015, an attorney representing DEFENDANTS sends an email  
27 to the attorney for PLAINTIFFS FAIRBANKS and WRIGHT stating, "[n]either dog had any  
28 .



1 symptoms of Parvo at the time of adoption. Further, given that it is highly contagious, no other  
2 dog from that particular litter or any other dog living at Wylder's contracted the illness. It was  
3 clearly contracted after the dog left Wylder's." The email further states that DEFENDANTS  
4 MELISSA BACELAR and WYLDER FOUNDATION have "gone above and beyond their  
5 duty." The email fails to mention that as of this date, DEFENDANTS were aware of at least  
6 three (3) other puppies that had died.

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

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

13 120. PLAINTIFF WARNER and her ten (10) year old daughter wanted to adopt a  
14 puppy to signify a fresh new start to a life post-divorce. Like the other plaintiffs, PLAINTIFF  
15 WARNER found DEFENDANTS WYLDER'S HOLISTIC PET CENTER & RESCUE and  
16 WYLDER FOUNDATION on [www.petfinder.com](http://www.petfinder.com) where she saw three (3) siblings advertised  
17 as Saint Bernard mixes. PLAINTIFF WARNER adopted the puppy advertised as "Simon" and  
18 renamed him Dakota.

19 121. DEFENDANT MELISSA BACELAR informed PLAINTIFF WARNER that the  
20 puppies had been rescued from horrible conditions but refused to allow PLAINTIFF WARNER  
21 to see any documentation noting any details.

22 122. PLAINTIFF WARNER commented on the puppy being a bit lethargic and  
23 DEFENDANT MELISSA BACELAR indicated that the puppy had just been dewormed by  
24 DEFENDANT BACELAR. PLAINTIFF WARNER also noticed that DEFENDANT  
25 BACELAR administered vaccinations upon adoption and there were no records that Dakota had  
26 been seen by a vet previously.

27 123. In addition to the \$600 adoption fee, PLAINTIFF WARNER purchased all the  
28

1 items that DEFENDANT MELISSA BACELAR recommended which cost an additional  
2 \$539.79.

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

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

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

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

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

21 129. On November 18, 2015, Dakota died.

22 130. Each of the veterinarians that cared for Dakota estimated his age to be well  
23 below the advertised age of 8 weeks and commented that he likely was not a healthy puppy on  
24 the date of adoption.

25 131. To date, DEFENDANTS refuse to share any information with PLAINTIFF  
26 WARNER regarding Dakota's point of origin or relating to the conditions that were made aware  
27 to them.  
28

1 **FACTUAL BACKGROUND RELATING TO OLIVER**

2 132. On December 8, 2015, PLAINTIFF YASMIN WASKOW, wife of Plaintiff Seth  
3 Waskow, visited DEFENDANT WYLDER'S HOLISTIC PET CENTER & RESCUE.

4 133. On the date of adoption, YASMIN WASKOW witnessed a dog with bloody  
5 stool and vomit and was told that the dog "had eaten something red." This dog was in direct  
6 contact with other healthy dogs as it was placed in the same kennel area as other dogs.

7 134. The WASKOWS are informed and believe thereon that DEFENDANTS were in  
8 possession of a puppy named "Donovan" that was up for adoption and in the store and which  
9 was diagnosed with the deadly Parvovirus on December 7, 2015. Donovan was removed from  
10 Panorama Pet Hospital on December 8, 2015 and tested negative for the Parvovirus on  
11 December 16, 2015. Donovan was immediately placed for adoption and adopted on December  
12 24, 2015.

13 135. The WASKOWS are informed and believe thereon that DEFENDANTS were in  
14 possession of a puppy named "Holden" that was up for adoption in the store and which was  
15 diagnosed with the deadly Parvovirus on December 11, 2015. The WASKOWS are informed  
16 and believe thereon that DEFENDANTS declined treatment by a vet. Holden tested negative for  
17 the Parvovirus on December 16, 2015, was immediately placed in the store for adoption and  
18 adopted on the same day he tested negative for the Parvovirus. Holden was adopted exactly five  
19 days after testing positive for the Parvovirus.

20 136. The WASKOWS are informed and believe thereon that DEFENDANTS were in  
21 possession of a puppy named "Tristran" that was up for adoption in the store and which was  
22 diagnosed with the deadly Parvovirus on December 11, 2015. The WASKOWS are informed  
23 and believe thereon that DEFENDANTS declined treatment by a vet. Tristran tested negative  
24 for the Parvovirus on December 16, 2015, was immediately placed for adoption and adopted on  
25 December 17, 2015 – six days after testing positive for the Parvovirus.

26 137. The WASKOWS are informed and believed thereon that a dog sheds the  
27 Parvovirus for upward of three (3) weeks after testing negative for the disease. Any other dog  
28

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1 that comes into contact with a dog shedding the disease is at risk for contracting it.  
2 DEFENDANTS kept Holden, Donovan, Tristran in the store both prior to being diagnosed with  
3 the Parvovirus and during the time each of these dogs were shedding the disease and cross-  
4 contaminated the dogs with healthy dogs.

5 138. Oliver was diagnosed on December 10, 2015 with the deadly parvovirus at  
6 Center Sinai and was immediately transferred to Animal Specialty and Emergency Center  
7 (“ASEC”). He was treated and released on December 18, 2015.

8 139. The WASKOWS spent \$11,077.90 treating Oliver at ASEC.

9 **FIRST CAUSE OF ACTION**

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

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

13 140. During the course of PLAINTIFFS’ and DEFENDANTS’ interactions,  
14 DEFENDANTS made numerous misrepresentations to PLAINTIFFS, including, not limited to,  
15 false statements about the puppies age, health, origin, cause of death and failed to disclose the  
16 death of other puppies that died of the Parvovirus. Namely, that the puppies were “rescued,” 8  
17 weeks old, healthy, had been in foster care, examined by a veterinarian, appropriately  
18 quarantined and no other puppies had contracted the Parvovirus. However, DEFENDANTS  
19 purchased underage puppies that were not quarantined from other litters, subjected to  
20 cross-contamination, had been exposed to the Parvovirus and other illnesses, as well  
21 as other puppies that had become ill and died in April and June 2015.

22 141. DEFENDANTS further represented the puppies as “rescue” when in fact  
23 DEFENDANTS purchase underage puppies from backyard breeders or puppy brokers.

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

27 143. Although DEFENDANTS may have honestly believed that their representations  
28

1 were true, DEFENDANTS had no reasonable grounds for believing the representation was true  
2 when they were made.

3 144. PLAINTIFFS reasonably relied on DEFENDANTS' misrepresentations when  
4 they decided to "adopt" the puppies and when they decided to render care once they became ill,  
5 incurring extensive out of pocket costs in reliance on DEFENDANTS' misrepresentations.

6 145. As a result of DEFENDANTS' misrepresentation, PLAINTIFFS have suffered  
7 damages in the form of medical expenses for the puppies, stress, anxiety, panic, distress, caused  
8 by the puppies' deteriorating health, and their ultimate grief in having each puppy die painful  
9 deaths and PLAINTIFFS' reliance on DEFENDANTS representations was a substantial factor  
10 in causing this harm.

11 **SECOND CAUSE OF ACTION**

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

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

15 146. During the course of PLAINTIFFS' and DEFENDANTS' interactions,  
16 DEFENDANTS made numerous misrepresentations to PLAINTIFFS, including, not limited to,  
17 false statements about the puppies age, health, origin, cause of death and failed to disclose the  
18 death of other puppies that died of the Parvovirus. Namely, that the puppies were "rescued," 8  
19 weeks old, healthy, had been in foster care, examinaed by a vetrinarian, appropriately  
20 quarantined and no other puppies had contracted the Parvovirus. However, DEFENDANTS  
21 purchased underage puppies that were not quarantined from other litters, subjected to  
22 cross-contamination, had been exposed to the Parvovirus and other illnesses, as well  
23 as other puppies that had become ill and died.

24 147. DEFENDANTS further represented the puppies as "rescue" when in fact  
25 DEFENDANTS purchase underage puppies from backyard breeders or puppy brokers.

26 148. DEFENDANTS further represented that they were over 8 weeks of age, when in  
27 fact they were under 8 weeks of age, with no teeth other than their canines, and should not have  
28

1 been weaned from their mothers and could have been immuno-compromised.

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

10 150. DEFENDANTS made the representations herein alleged with the intention of  
11 inducing PLAINTIFFS to purchase the DEFENDANTS' puppies.

12 151. DEFENDANTS also made misrepresentations with the intention of avoiding  
13 liability for the deaths of the puppies.

14 152. PLAINTIFF reasonably relied on DEFENDANTS' misrepresentations when  
15 they decided to purchase the puppies. PLAINTIFFS FAIRBANKS and WRIGHT further relied  
16 on DEFENDANTS misrepresentations that DEFENDANTS would reimburse them for the  
17 veterinarian expenses. PLAINTIFF GREEN also relied on the misrepresentation that she would  
18 receive a refund for the adoption fee.

19 153. As a result of DEFENDANTS' misrepresentation, PLAINTIFFS have suffered  
20 damages in the form of medical expenses for the puppies, stress, anxiety, panic, distress, caused  
21 by the puppies' deteriorating health, and their ultimate grief in having each puppy die painful  
22 deaths and PLAINTIFFS' reliance on the representations was a substantial factor in causing  
23 PLAINTIFFS' harm. Further, in engaging in the conduct described above, DEFENDANTS  
24 acted with malice, oppression and fraud and PLAINTIFFS are therefore entitled to recover  
25 punitive damages.

26 //

27 //

1 **THIRD CAUSE OF ACTION**

2 **(Concealment Against All Defendants)**

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

5 154. During the course of PLAINTIFFS' and DEFENDANTS' interactions  
6 DEFENDANTS failed to disclose certain critical information.

7 155. DEFENDANTS failed to disclose that the puppies were underage, had not  
8 been quarantined from other litters, had been subjected to cross-contamination, and  
9 had been exposed to the Parvovirus and other illnesses. Additionally, DEFENDANTS  
10 failed to disclose that other puppies had died of the Parvovirus in April and June  
11 2015.

12 156. DEFENDANTS further intentionally failed to disclose that PLAINTIFFS'  
13 puppies were ill or had been exposed to other puppies that were ill or had died.

14 157. DEFENDANTS further concealed that it is a regular practice of DEFENDANTS  
15 to purchase underage puppies from backyard breeders or puppy brokers.

16 158. DEFENDANTS concealed information about other puppies having been ill and  
17 died.

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

21 160. DEFENDANTS intended to deceive PLAINTIFFS by concealing the facts.

22 161. PLAINTIFFS did not know of the concealed facts.

23 162. Had the omitted information been disclosed, PLAINTIFFS reasonably would  
24 have behaved differently.

25 163. As a result of DEFENDANTS' concealment, PLAINTIFFS have suffered  
26 damages in the form of medical expenses for the puppies, stress, anxiety, panic, distress, caused  
27 by the puppies' deteriorating health, and their ultimate grief in having each puppy die painful  
28



1 deaths and DEFENDANTS' concealment was a substantial factor in causing this harm. Further,  
2 in engaging in the conduct described above, DEFENDANTS acted with malice, oppression and  
3 fraud and PLAINTIFFS are therefore entitled to recover punitive damages.

4 **FOURTH CAUSE OF ACTION**

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

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

8 164. DEFENDANTS' conduct as set forth above was so extreme and  
9 outrageous that it exceeded the boundaries of human decency and was beyond pale of  
10 conduct tolerated in a civil society. This conduct was intended to cause severe  
11 emotional distress, or was done in reckless disregard of the probability of causing  
12 severe emotional distress. To the extent that said outrageous conduct was perpetrated  
13 by certain DEFENDANTS, the remaining DEFENDANTS adopted and ratified said  
14 conduct with a wanton and reckless disregard of the deleterious consequences to  
15 PLAINTIFFS.

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

21 166. DEFENDANTS committed the acts alleged herein maliciously,  
22 fraudulently, and oppressively, with the wrongful intention of injuring PLAINTIFFS,  
23 and acted with an improper and evil motive amounting to malice and in conscious  
24 disregard of PLAINTIFFS' rights. Because the acts taken toward PLAINTIFFS were  
25 carried out by DEFENDANTS acting in a deliberate, cold, callous, and intentional  
26 manner in order to injure and damage PLAINTIFFS, PLAINTIFFS are entitled to  
27 recover punitive damages from DEFENDANTS in an amount according to proof.  
28

1 **FIFTH CAUSE OF ACTION**

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

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

5 167. All DEFENDANTS, and each of them, knew or reasonably should have known  
6 that the conduct described herein would and did proximately result in physical and emotional  
7 distress to PLAINTIFFS.

8 168. At all relevant times, all DEFENDANTS, and each of them, had power, ability,  
9 authority, and duty to stop engaging in the conduct described herein and/or to intervene to  
10 prevent or prohibit said conduct.

11 169. Despite said knowledge, power and duty, DEFENDANTS negligently failed to  
12 act so as to stop engaging in the conduct described herein and/or to prevent or prohibit such  
13 conduct or otherwise protect PLAINTIFFS. To the extent that said negligent conduct was  
14 perpetuated by certain DEFENDANTS, the remaining DEFENDANTS confirmed and ratified  
15 said conduct with the knowledge that PLAINTIFFS' emotional and physical distress would  
16 thereby increase, and with a wanton and reckless disregard for the deleterious consequences to  
17 PLAINTIFFS.

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

23 **SIXTH CAUSE OF ACTION**

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

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

26 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 156 of this  
27 Complaint as if fully set forth herein and for a cause of action allege as follows:  
28

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1           171. The foregoing conduct, as alleged, violates the “unfair” and “fraudulent”  
2 prongs of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code  
3 §§17200 *et seq.*

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

10           173. DEFENDANTS’ business practices, as alleged herein, are unfair and  
11 fraudulent because (1) the injury to the consumer is substantial; (2) the injury is not  
12 outweighed by any countervailing benefits to consumers or competition; and (3)  
13 consumers could not reasonably have avoided the information because DEFENDANTS  
14 intentionally mislead the consuming public by means of the claims made with respect  
15 to the puppies as set forth herein.

16           174. DEFENDANTS’ business practices as alleged herein are fraudulent  
17 because they are likely to deceive customers who wish to “rescue” puppies into  
18 believing that the DEFENDANTS’ puppies’ were unwanted and abandoned, when in  
19 fact, they were purchased by DEFENDANTS and unhealthy.

20           175. PLAINTIFFS suffered economic injury-in-fact and have lost money and  
21 property as a result of DEFENDANTS’ misrepresentations that the puppies were  
22 healthy and “rescues.”

23           176. DEFENDANTS’ statements about “rescuing” is misleading and likely to  
24 deceive reasonable consumers who read and rely upon the material representation when  
25 deciding to “rescue” puppies instead of purchasing them directly from backyard  
26 breeders and/or puppy brokers.

27           177. PLAINTIFFS were misled into “adopting” puppies from DEFENDANTS  
28

1 because of DEFENDANTS' unfair and fraudulent conduct.

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

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

14 **SEVENTH CAUSE OF ACTION**

15 **(Unlawful Business Practices in Violation of Cal. Bus. & Prof. Code §§17200 *et seq.***  
16 **Against All Defendants)**

17 PLAINTIFFS hereby incorporate by reference Paragraphs 1 through 165 of this  
18 Complaint as if fully set forth herein and for a cause of action allege as follows:

19 180. This cause of action is brought on behalf of PLAINTIFFS pursuant to the  
20 "unlawful" prong of the UCL, Cal. Bus. & Prof. Code §§17200 *et seq.*

21 181. DEFENDANTS committed acts of unfair competition, as defined by the  
22 UCL, by, among other things, engaging in the acts and practices described herein,  
23 including but not limited to its marketing and advertising in which DEFENDANTS  
24 made false and misleading statements regarding the puppies origin and status of  
25 "rescue", when in fact, DEFENDANTS purchase puppies from backyard breeders  
26 and/or puppy brokers.

27 182. DEFENDANTS' business practices, as alleged herein, are unlawful  
28

1 because they violate: (1) LAMC Sections 53.73, 53.50 (2) Penal Code §597z, (3) Cal.  
2 Health and Safety Code §122045-122315 and; (4) Bus. & Prof. Code §17500. Further,  
3 DEFENDANTS MELISSA BACELAR, GAIL BACELAR, and WYLDER  
4 FOUNDATION are unlawfully violating their own Articles of Incorporation and IRS  
5 filings which state that “[t]he specific purpose of this corporation is to rescue, rehabilitate and  
6 re home unwanted dogs from the kill shelters in Los Angeles County.” See Exhibits “A” and  
7 “B.”

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

12 184. PLAINTIFFS were misled into purchasing the puppies by DEFENDANTS’  
13 unlawful conduct.

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

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

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1 **EIGHTH CAUSE OF ACTION**

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

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

6 187. The foregoing conduct, as alleged, violates the (“UCL”), Cal. Bus. Prof.  
7 Code §17500 *et seq.* Section 17500 of the Cal. Bus. & Prof. Code prohibits unfair  
8 competition by prohibiting false advertising.

9 188. DEFENDANTS disseminated, or caused to be disseminated, false and  
10 misleading statements and representations (oral and written) in labeling,  
11 advertisements, promotion and/or marketing of “rescued” puppies. These include  
12 labeling, advertising, promoting and marketing the puppies as being “rescued,” old  
13 enough for adoption, vetted, vaccinated, sterilized, micro-chipped, healthy and illness  
14 free, when in fact, they are not.

15 189. DEFENDANTS continue to disseminate, or cause to be disseminated,  
16 such false and misleading statements alleged herein.

17 190. DEFENDANTS are aware that the claims it makes about the puppies are  
18 false and misleading.

19 191. DEFENDANTS’ representations and advertising concerning the puppies  
20 are unfair, deceptive, untrue and/or misleading within the meaning of Cal. Bus. Prof.  
21 Code §17500 *et seq.* and are likely to deceive, and continue to deceive the consuming  
22 public. In fact, PLAINTIFFS were misled and deceived by DEFENDANTS’  
23 representations.

24 192. Representations that the puppies are “rescued,” 8 weeks old, and healthy is  
25 misleading and likely to deceive reasonable consumers who read and rely upon the material  
26 representation in choosing to “rescue” a puppy that was not purchased from a backyard breeder  
27 or puppy broker, was not exposed to disease, and was old enough for adoption. These  
28

1 misrepresentations are material and constitute false advertising.

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

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

14 **NINTH CAUSE OF ACTION**

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

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

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

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

1           197. DEFENDANTS MELISSA BACELAR, GAIL BACELAR, WYLDER  
2 FOUNDATION, WYLDERS SWEET SHOP, LLC and WYLDER'S HOLISTIC PET  
3 CENTER & RESCUE are located in the City of Los Angeles. These DEFENDANTS sell  
4 commercially bred dogs in their retail businesses or other commercial establishments in  
5 violation of LAMC 53.73. These DEFENDANTS and/or their agents purchase, offer to  
6 purchase, barter or receive without cost puppies in violation of LAMC 53.42. These  
7 DEFENDANTS have known or reasonably should have known of these egregious and ongoing  
8 violations, yet have done nothing to comply with the city ordinances.

9           198. DEFENDANTS WYLDERS SWEET SHOP, LLC *dba* WYLDER'S HOLISTIC  
10 PET CENTER & RESCUE is a "pet dealer" as defined by Cal. Health and safety Code  
11 §122125. They are in the business of selling dogs at retail and are required to possess a permit  
12 pursuant to Section 6066 of the Revenue and Taxation Code. In furtherance of this business,  
13 they market and sell puppies under the age of 8 weeks of age without first obtaining written  
14 documentation approving the sale from a veterinarian licensed to practice in California in  
15 violation of Penal Code §597z and Cal. Health and Safety Code §122045-122315.

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

19           200. The above-mentioned city ordinances and California Codes were enacted to  
20 ensure the humane treatment of animals, safe guard the public interest and encourage adoption  
21 of rescue animals and lower the City of Los Angeles' shelter euthanasia rates. The acts and  
22 omissions of DEFENDANTS as alleged were and are a substantial factor contributing to the  
23 illegal and substandard procurement and care of animals PLAINTIFFS and other members of  
24 the consuming public obtained from DEFENDANTS.

25           201. PLAINTIFFS and their puppies are among the class persons and animals that the  
26 foregoing ordinances and laws were designed to protect and for whose protection they were  
27 adopted. The injuries are of the type that the foregoing ordinances and laws were intended to  
28



1 prevent. DEFENDANTS' violations of the foregoing ordinances and laws constituted  
2 negligence per se and created a presumption of negligence.

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

6 203. DEFENDANTS' conduct as described herein was malicious, fraudulent, and/or  
7 oppressive, and done with a conscious disregard for PLAINTIFFS and for the deleterious  
8 consequences of the DEFENDANTS' actions. Each DEFENDANT authorized, condoned,  
9 and/or ratified the unlawful conduct of all the other DEFENDANTS named in this action and of  
10 their agents and employees. Consequently, PLAINTIFFS are entitled to an award of punitive  
11 damages.

12 **TENTH CAUSE OF ACTION**

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

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

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

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

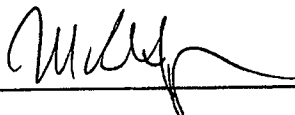
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3 **PRAYER FOR RELIEF**

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

- 5 1 For actual damages, including but not limited to veterinary and incidental  
6 expenses, according to proof;  
7 2 For general damages, including pain and suffering, according to proof;  
8 3 For compensatory damages, including but not limited to lost wages and other  
9 sundry expenses, according to proof;  
10 4 Special damages according to proof;  
11 5 For punitive damages allowed by law;  
12 6 For restitution and/or disgorgement;  
13 7 For loss of use of companionship and reduction in enjoyment in life, in an  
14 amount according to proof;  
15 8 For an award to PLAINTIFFS of costs of suit incurred herein and reasonable  
16 attorneys' fees;  
17 9 For an award of prejudgment and post-judgment interest;  
18 10 Exemplary damages pursuant to Civil Code §3340, according to proof;  
19 11 For such other and further relief as the Court may deem just and proper.

20  
21 Dated: June 9, 2016 Respectfully submitted,

22 **HIGBEE & ASSOCIATES**

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25 \_\_\_\_\_  
26 Mat Higbee, Attorney for PLAINTIFFS

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**DEMAND FOR JURY TRIAL**

PLAINTIFFS hereby requests trial by jury.

Dated: June 9, 2016      Respectfully submitted,

**HIGBEE & ASSOCIATES**



Higbee & Associates, Attorney for PLAINTIFFS

**ADDITIONAL ATTORNEYS TO BE NOTICED:**

Kimberly A. Wright (SBN 365899)  
**LAW OFFICE OF KIMBERLY A. WRIGHT**  
120 Tustin Ave., C-1033  
Newport Beach, CA 92663  
Ph: (424) 645-0140; Fx: (424) 645-0745  
Em: kaw@kawlawfirm.com

08/18/2016

**VERIFICATION**

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I, Kristina Warner, declare:

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

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 9 day of June 2016 in Torrance, California.

Respectfully submitted,

By: Kristina Warner

Kristina Warner

08/18/2016

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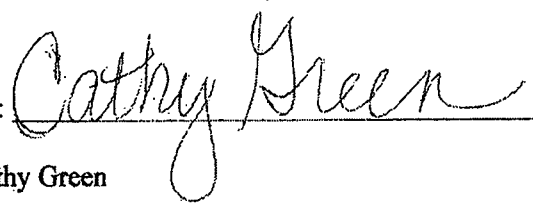
**VERIFICATION**

I, Cathy Green, declare:

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

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 7<sup>th</sup> day of June 2016 in Encino, California.

Respectfully submitted,

By:   
Cathy Green

08/18/2016

VERIFICATION

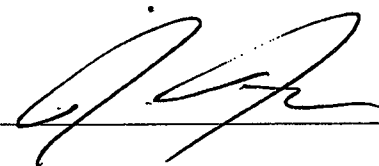
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I, Jonathan Fairbanks, declare:

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

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 1 day of June 2016 in Newport Beach, California.

Respectfully submitted,

By: 

Jonathan Fairbanks

08/18/2016

VERIFICATION

I, Kimberly Wright, declare:

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

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 7<sup>th</sup> day of June 2016 in Newport Beach, California.

Respectfully submitted,

By:   
Kimberly Wright

08/18/2016

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**VERIFICATION**

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3 I, Seth Waskow, declare:

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

8  
9 I declare under penalty of perjury, under the laws of the State of California, that the  
0 foregoing is true and correct. Executed this 7<sup>th</sup> day of June 2016 in Los Angeles, California.

1  
2 Respectfully submitted,

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4  
5 By: 

6 Seth Waskow



**VERIFICATION**

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3 I, Yasmin Waskow, declare:

4 I am one of the named Plaintiffs in this action. I have read the foregoing Complaint and  
5 know the contents thereof. With respect to the causes of action alleged by me, the same is true  
6 by my own knowledge, except as to those matters which are therein stated on information and  
7 belief, and, as to those matters, I believe them to be true.  
8

9 I declare under penalty of perjury, under the laws of the State of California, that the  
10 foregoing is true and correct. Executed this 7<sup>th</sup> day of June 2016 in Los Angeles, California.  
11

12 Respectfully submitted,

13  
14 By: 

15 Yasmin Waskow  
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# EXHIBIT A

08/18/2016

3627419

ARTICLES OF INCORPORATION

OF

The Wylder Foundation

FILED *4/11/13*

Secretary of State  
State of California

19C DEC 21 2013

I.

The name of this corporation is The Wylder Foundation

II.

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

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

III.

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

Gail Bacelar  
9751 Sweetwater Dr, Santa Clarita, California 91390

IV.

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

V.

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

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

08/18/2016

3627419

VI.

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

VII.

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

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

Date: 12/5/2013

LegalZoom.com, Inc., Incorporator



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

08/18/2016

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

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

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


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

Melissa Bacelar  
Gail Bacelar  
Suzanne Browning

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

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

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

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

08/18/2016

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# EXHIBIT B

08/18/2016

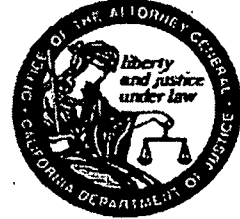


CT02189722  
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Registry of Charitable Trusts  
P.O. Box 903447  
Sacramento, CA 94203-4470  
Telephone: (916) 446-2021

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

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



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

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

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

Name of Organization: The Wylder Foundation

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

Official Mailing Address for Organization:

Address: 11948 VENTURA BLVD.

City: Studio City

State: California

ZIP Code: 91604

Organization's telephone number: 818-762-2665

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

Organization's fax number: 661-450-1605

Organization's website: WWW.WYLDERSHOLISTICPETCENTER.COM

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

Federal Employer Identification Number (FEIN):  
46-4439780

Group Exemption FEIN (if applicable):

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

Corporate or Organization Number: 3627419

08-19-2016

39160

Names and addresses of ALL trustees or directors and officers (attach a list if necessary):		
Name	MELISSA BACELAR	Position PRESIDENT/DIRECTOR
Address 7342 CANTALOUPE AVE.		
City	VAN NUYS	State CA ZIP Code 91405
Name	GAIL BACELAR	Position VICE PRESIDENT
Address 9731 SWEETWATER DRIVE		
City	SANTA CLARITA	State CA ZIP Code 91390
Name	ELLEN LEVINE	Position TREASURER/DIRECTOR
Address 3724 VANTAGE AVE.		
City	STUDIO CITY	State CA ZIP Code 91604
Name	SUZANNE BROWNING	Position SECRETARY/DIRECTOR
Address 3912 CARPENTER DRIVE		
City	STUDIO CITY	State CA ZIP Code 91604
Name		
Address		
City		State ZIP Code

Describe the primary activity of the organization. (A copy of the material submitted with the application for federal or state tax exemption will normally provide this information.) If the organization is based outside California, comment fully on the extent of activities in California and how the California activities relate to total activities. In addition, list all funds, property, and other assets held or expected to be held in California. Indicate whether you are monitored in your home state, and if so, by whom. Attach additional sheets if necessary.

The organization will be required to file financial reports annually. All organizations must file the Annual Registration/Renewal Fee Report (RRF-1) within four months and fifteen days after the end of the organization's accounting period. Organizations with \$25,000 or more in either gross receipts or total assets are also required to file either the IRS Form 990, 990-EZ, or 990-PF. Forms can be found on the Charitable Trusts website at <http://ag.ca.gov/charities>.

If assets (funds, property, etc.) have been received, enter the date first received: Date assets first received: <u>JAN 8 2015</u>	Registration with the Attorney General is required within thirty days of receipt of assets.
---	---

What annual accounting period has the organization adopted?

Fiscal Year Ending \_\_\_\_\_  Calendar Year

2015/18/2016

Attach your founding documents as follows:

- A) Corporations - Furnish a copy of the articles of incorporation and all amendments and current bylaws. If incorporated outside California, enter the date the corporation qualified through the California Secretary of State's Office to conduct activities in California. ✓
- B) Associations - Furnish a copy of the instrument creating the organization (bylaws, constitution, and/or articles of association).
- C) Trusts - Furnish a copy of the trust instrument or will and decree of final distribution.
- D) Trustees for charitable purposes - Furnish a statement describing your operations and charitable purpose.

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

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

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

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

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

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

Commercial Fundraiser  Fundraising Counsel  Commercial Coventurer

Name

Address

City

State

ZIP Code

Telephone Number

Commercial Fundraiser  Fundraising Counsel  Commercial Coventurer

Name

Address

City

State

ZIP Code

Telephone Number

Commercial Fundraiser  Fundraising Counsel  Commercial Coventurer

Name

Address

City

State

ZIP Code

Telephone Number

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

Signature [Handwritten Signature]

Title President/Director

Date 4.21.15

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

If you have questions regarding registration, or need assistance, information is available on our website at <http://ag.ca.gov/charities>, or you can reach us by telephone at (916) 445-2021 or fax at (916) 444-3851.

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# EXHIBIT C

08/18/2016

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

OMB No. 1545-0058

*Note: If exempt status is approved, this application will be open for public inspection.*

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

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

**Part I Identification of Applicant**

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

08/18/2016

**Part II Organizational Structure**

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

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

**Part III Required Provisions in Your Organizing Document**

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

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

**Part IV Narrative Description of Your Activities**

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

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

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

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

08/18/2016

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

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

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

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

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

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

- 2a Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No
- b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.  Yes  No
- c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No

- 3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.  Yes  No

- 4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
  - a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?  Yes  No
  - b Do you or will you approve compensation arrangements in advance of paying compensation?  Yes  No
  - c Do you or will you document in writing the date and terms of approved compensation arrangements?  Yes  No

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

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?  Yes  No
- e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source?  Yes  No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 
- 5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.  Yes  No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
- 
- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- 
- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases.  Yes  No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.  Yes  No
- 
- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.  Yes  No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.  Yes  No

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

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

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

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

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

**Part VII Your History**

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

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

**Part VIII Your Specific Activities**

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

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

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**Part VIII Your Specific Activities (Continued)**

4a Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)

- mail solicitations
- email solicitations
- personal solicitations
- vehicle, boat, plane, or similar donations
- foundation grant solicitations
- phone solicitations
- accept donations on your website
- receive donations from another organization's website
- government grant solicitations
- Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.

5 Are you affiliated with a governmental unit? If "Yes," explain.

6a Do you or will you engage in economic development? If "Yes," describe your program.

7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationships between the developer and your officers, directors, or trustees.

b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationships between the manager and your officers, directors, or trustees.

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

8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.

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

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

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

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

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.

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**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.  Yes  No
- 12a** Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.  Yes  No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.  Yes  No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.  Yes  No
- d** Identify each recipient organization and any relationship between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form.  Yes  No
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.  Yes  No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.  Yes  No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.  Yes  No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.  Yes  No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.  Yes  No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.  Yes  No

**Part VIII Your Specific Activities (Continued)**

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

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

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**Part IX Financial Data**

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

**A. Statement of Revenues and Expenses**

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

Revenues

Expenses

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**Part IX Financial Data (Continued)**

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

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

**Part X Public Charity Status**

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

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

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Part X Public Charity Status (Continued)


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

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

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

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

For Organization

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

Melissa Bacelar  
(Type or print name of signer)

2-22-14  
(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

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

- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. \_\_\_\_\_
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.

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

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

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

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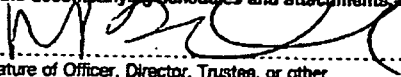
**Part XI User Fee Information**

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

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

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

Please Sign Here

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

**Melissa Bacelar**  
 (Type or print name of signer)

**2.22.14**  
 (Date)

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

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

08/18/2016

**ATTACHMENTS TO IRS FORM 1023**

**Part I – Identification of Applicant**

**Line 7**

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

**Line 10**

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

**Part IV – Narrative Description of Your Activities**

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

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

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

08/18/2016

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

**Line 1a**

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

**Line 2a**

Melissa Bacelar is the mother of Gail Bacelar.

**Line 3a**

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

08/18/2016

**Line 5a**

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

**Part VIII - Your Specific Activities**

**Line 4a**

Our fundraising activities will include the following:

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

**Line 4d**

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

*[The remainder of this page intentionally left blank.]*

**Part IX - Financial Data**

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

08/18/2016



RECEIVED  
Attorney General's Office

APR 22 2015

Registry of  
Charitable Trusts

## The Wylder Foundation

EID:46.4439780

11948 Ventura Blvd.  
Studio City, Ca

4-21-2015

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

Gentlemen:

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

Very truly yours,

  
Melissa Bacelar

4-21-2015

08/18/2016

08/18/2016

# EXHIBIT D

08/18/2016



See All

Any

Filter by Breed Type: First

Any Age

Any

Find Pets

## Winona - ADOPTED!

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



Share: [f](#) [t](#) [S+](#) [PinIt](#)

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

### ABOUT WINONA

TheWylderFoundation@gmail.com or 818.762.2665

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

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

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

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

### MORE ABOUT WINONA

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

Print

Join the  
Petfinder  
Community

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SIGN UP

SPECIAL OFFER FOR PETFINDER VISITORS

**\$20 OFF**  
first month's premium

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

### OTHER PETS AT THIS ORGANIZATION

1 of 3



Maddox



Ash



Kelby



Austin



Aubrey



Alvin

See all Available Pets >

12/2016

Location: All Pets, GA or 30303 Any

Search/See All

Age

Gender

Please select Type first

Any Age

Any

Find Pets

## Hermes - ADOPTED!

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



Share: [f](#) [t](#) [s](#) [p](#)

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

### ABOUT HERMES

TheWylderFoundation@gmail.com or 818.762.2665

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

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

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

### MORE ABOUT HERMES

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

THE WYLDER FOUNDATION  
11948 Ventura Blvd  
Studio City, CA 91604

Contact this Organization

Print

Finding forever homes for every pet

Join the Petfinder community and subscribe today

SIGN UP

SPECIAL OFFER FOR PETFINDER VISITORS

\$20 OFF  
first month's premium

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

### OTHER PETS AT THIS ORGANIZATION

< 1 of 3 >



Maddox



Ash



Kelby



Austin



Aubrey



Alvin

See all Available Pets >

[ABOUT PET ADOPTION](#) [DOG CARE](#) [CAT CARE](#) [ALL PET CARE](#) [SHELTERS & RESCUES](#) [HELPING PETS](#) [VIDEOS](#)

Species

Breed (See All)

Age

Gender

Any

Please select Type first

Any Age

Any

**Find Pets**

## Apollo - ADOPTED!

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



Print

FINDING FOREVER HOMES FOR EVERY PET



SPECIAL OFFER FOR PETFINDER VISITORS



## OTHER PETS AT THIS ORGANIZATION

1 of 3



Maddox



Ash



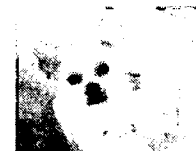
Kelby



Austin



Aubrey



Alvin

See all Available Pets >

Share: [f](#) [t](#) [s](#) [p](#)

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

## ABOUT APOLLO

TheWylderFoundation@gmail.com or 818.762.2665

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

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

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

## MORE ABOUT APOLLO

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

08/2011

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



**Petfinder**

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

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FIND A PET TO ADOPT

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

Location

Ex: Atlanta, GA or 30303

Type

Any

Breed (See All)

Please select Type first

Age

Any Age

Gender

Any

Find Pets

366 ADOPTED PETS FROM THE WYLDER FOUNDATION

Return to search results

< Previous

21 of 366

Next >

## Simon, Peter and Paul - ADOPTED!

Print

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



Share:    

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

### ABOUT SIMON, PETER AND PAUL

TheWylderFoundatcn@gmail.com or 818.762.2665

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

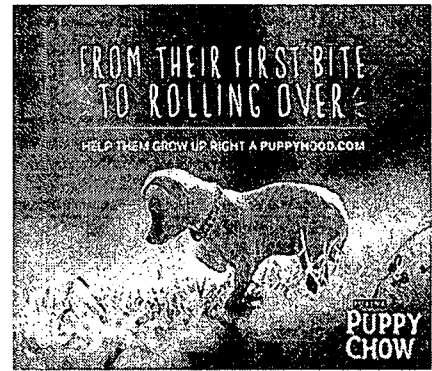
Monday through Saturday 11am to 7pm  
Sunday 11am to 4pm

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

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

THE WYLDER FOUNDATION  
11948 Ventura Blvd  
Studio City, CA 91604

Contact this Organization



### OTHER PETS AT THIS ORGANIZATION

1 of 2



Austin



Percy



Addison



Bailey

187 2321 101004831  
10/20/16 2.016

08/18/2016

# EXHIBIT E

08/18/2016

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

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

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

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

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

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

08/11/2016  
 Wylder's  
 Holistic Pet Center & Rescue

# EXHIBIT F

08/18/2016



From: Store <wyldersholisticpetcenter@gmail.com>

To: Cathy Green <cathygogreen@aol.com>

Subject: Re: Urgent matter, please respond ASAP

Date: Wed, Sep 9, 2015 8:28 pm

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

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

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

Melissa:

We need to talk!

Cathy

Sent from my iPad

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

Oh my god Cathy I'm so sorry.

Sent from the mind of a genius on an iPad

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

Melissa:

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

Cathy

Sent from my iPhone

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

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

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

08/18/2016

08/18/2016

# EXHIBIT F

08/18/2016

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To: Cathy Green <cathygogreen@aol.com>

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Date: Wed, Sep 9, 2015 8:28 pm

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

08/18/2016

08/18/2016

EXHIBIT G

# EXHIBIT G

08/18/2016

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

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

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

**Wylder's**  
Holistic Pet Center & Rescue  
11948 Venture Blvd., Studio City, Ca 91604  
818-762-2665 Fax: 661-268-1605

We also offer delivery to the majority of Los Angeles & Santa Monica County's. Call (818) 762-2665 to place your order.

08/18/2010

08/18/2016



# EXHIBIT H

08/18/2016

I'm just really stumped. T

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

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

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

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

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

Maybe they were sick.

Right. I have no idea where they

08/18/2016



iMessage



08/18/2016

# EXHIBIT I

08/18/2016

Messages

(818) 939- [REDACTED]

Details

It's likely we are going to lose him

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

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



08/18/2016



iMessage



⏪ Messages

(818) 939-████████

Details

I'm going to do a write up tonight

I will post and ask for donations

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

Oh no Kimberly.

This is horrible

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

08/18/2016



iMessage



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

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

Still on hold.

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

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

Just spoke to Beverly.


All set for Walter to be discounted.

Please let me know what's happening.

08/18/2016





← Messages (818) 939-

Details

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

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

This is awful I don't understand

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

08/18/2016



iMessage







I'm going to do a write up tonight

I will post and ask for donations

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

08/18/2016



iMessage



⏪ Messages

(818) 939- [REDACTED]

Details

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

I'm keeping an eye on everyone else

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

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

Yes.

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

This has been a huge ordeal

08/18/2016



iMessage



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

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

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

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

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

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

08/18/2016



iMessage



Messages (818) 939- [REDACTED]

Details

I get it.

I feel horrible

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

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

08/18/2016

Thu, Sep 10, 4:26 PM



iMessage







He looks good

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

Fri, Sep 11, 6:13 PM

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

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

08/18/2016



iMessage



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

I want to get your bill covered first

i think it will happen.

it is looking good so far

did you talk to the board about the adoption fees?

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

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

08/18/2016



iMessage



I'm praying that he gets better

have you collected more donations?

They are coming in slowly am reposting daily.

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

Then

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

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

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

08/18/2016



iMessage



< Messages

(818) 939- [REDACTED]

Details

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

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

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

my paypal is [kimberly \[REDACTED\].com](mailto:kimberly[REDACTED].com)

Sun, Sep 13, 9:19 PM

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

Tue, Sep 15, 2:33 PM

08/18/2016



iMessage





08/18/2016

# EXHIBIT J

08/18/2016



**Melissa R. Bacelar** with Rebecca Wells Windinwood and 7 others

September 9 · 🌐

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



08/18/2016

1 Comment 16 Shares

Like Comment Share



**Melissa R. Bacelar**

September 10 · 🌐

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



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

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

[WWW.GOFUNDME.COM](http://WWW.GOFUNDME.COM)

5 Likes 2 Shares

08/18/2016

👍 Like

💬 Comment

➦ Share



Melissa R. Bacelar shared her photo.

September 10 · 🌐

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



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September 9 · 🌐

Please help us. This is urgent! This little tiny baby was bred in a backyard and dumped when sick. He is now not even 7 weeks old and fighting for his life. His...

See More

3 Likes 4 Comments

👍 Like

💬 Comment

➦ Share

08/18/2016

# Breeder dumps sick puppies! Help!



2

STUDIO CITY, CA

**\$45** of \$8,500

Raised by 3 people in 1 month

**Donate Now**

**SHARE ON FACEBOOK**

**26** TOTAL SHARES

**SHARE 26**

**TWEET 0**



Created September 10, 2015

Melissa R. Bacelar

UPDATE #1

1 MONTH AGO

3 DONATIONS

RECENT

Be the first to like this update

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

**\$10**

Anonymous

7 days ago (Monthly Donation)

**\$25**

Erica Braun

1 month ago

**\$10**

Anonymous

1 month ago (Monthly Donation)

1-3 of 3 donations

08/18/2016



Walter feeling a bit better :



look at those eyes.

[Subscribe to Updates](#)

[SHARE](#)

[TWEET](#)

[DONATE](#)

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



**Melissa R. Bacelar**

September 11 · GoFundMe · 🌐

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



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

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

[GOFUNDME.COM](http://GOFUNDME.COM)

08/18/2016 2 Likes 1 Comment

Like

Comment

Share

08/18/2016



08/18/2016 10:00:00 AM

08/18/2016

# EXHIBIT K

08/18/2016

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

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

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

08/18/2016

Sat, Sep 12, 11:41 AM





iMessage

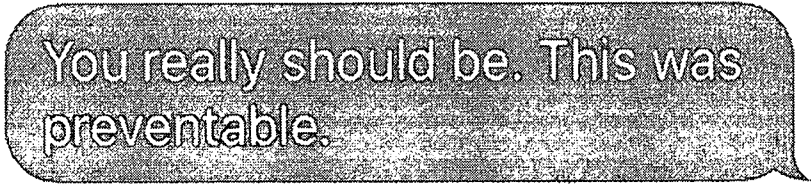
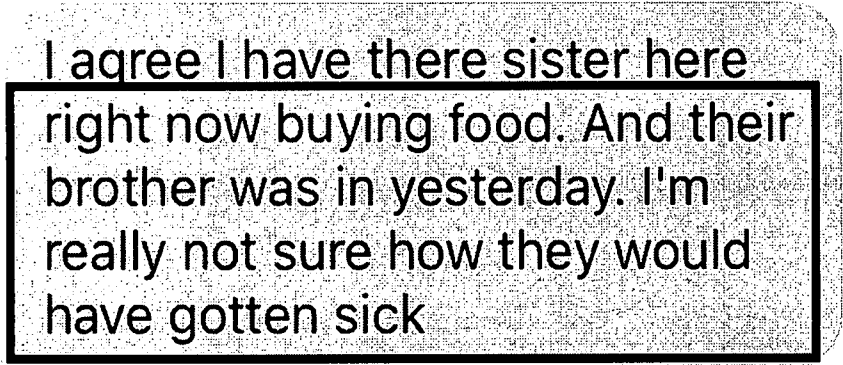
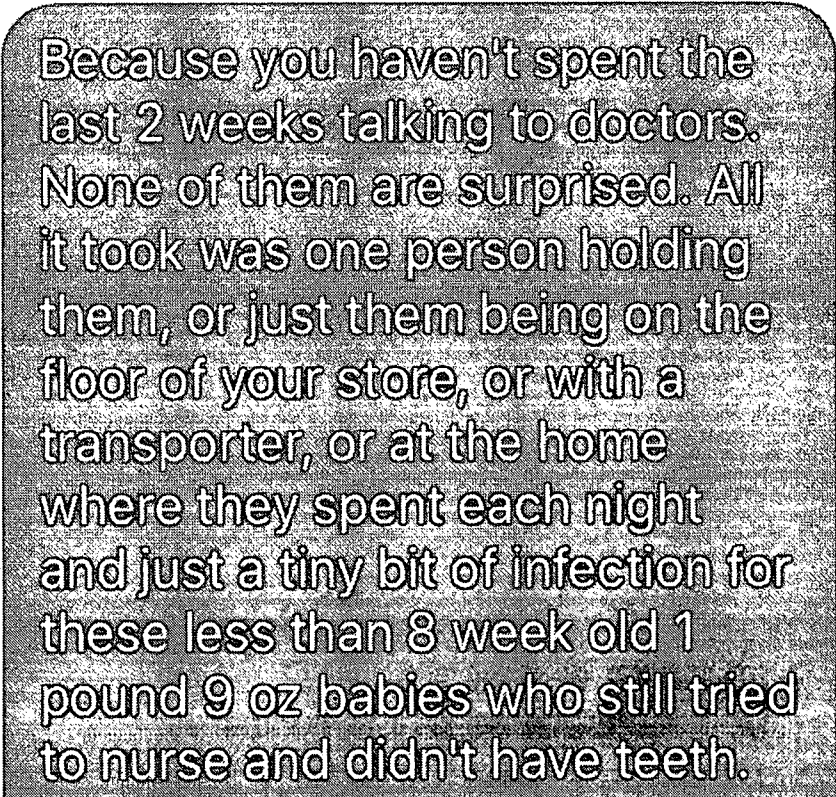


# EXHIBIT L

08/18/2016

 Messages(818) 939-

Details

 Walter died Omg this is horrible. I'm so sorry. So sorry You really should be. This was preventable. I agree I have there sister here right now buying food. And their brother was in yesterday. I'm really not sure how they would have gotten sick Because you haven't spent the last 2 weeks talking to doctors. None of them are surprised. All it took was one person holding them, or just them being on the floor of your store, or with a transporter, or at the home where they spent each night and just a tiny bit of infection for these less than 8 week old 1 pound 9 oz babies who still tried to nurse and didn't have teeth.

08/18/2016



iMessage

