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Wylder's Holistic Pet Center Inc. dba The Wagmor; Wagmor Pets, and Melissa Bacelar
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT

10

11 ELLIE MOSSER, an individual,
12 Plaintiff,

13 v.

14 WYLDER'S HOLISTIC PET CENTER
INC, dba The Wagmor, a Delaware
15 Corporation; WAGMOR PETS, a California
Nonprofit Corporation; MELISSA
16 BACELAR, an individual; and DOES 1
through 50,
17 Defendants.

18

19 WYLDER'S HOLISTIC PET CENTER
INC, dba The Wagmor, a Delaware
20 Corporation; WAGMOR PETS, a California
Nonprofit Corporation; MELISSA
21 BACELAR, an individual,

22 Cross-Complainants,

23 v.

24 ELLIE MOSSER, an individual,
25 Cross-Defendant.

26

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Case No.: 21STCV42715
[Assigned to: Judge John P. Doyle, Dept 58]

CROSS-COMPLAINT FOR DAMAGES:

- 1) **CONVERSION**
- 2) **BREACH OF FIDUCIARY DUTIES**
- 3) **UNAUTHORIZED COMPUTER ACCESS UNDER PENAL CODE § 502**
- 4) **FRAUD**

Complaint Filed: November 19, 2021
Trial Date: TBD

1 Defendants and Cross-Complainants Wylder's Holistic Pet Center Inc. dba The
2 Wagmor; Wagmor Pets, and Melissa Bacelar (collectively "Cross-Complainants") allege as
3 follows:

4 **THE PARTIES**

- 5 1. Cross-Complainant Wylder's Holistic Pet Center Inc. dba The Wagmore ("Wylder's")
6 is a Delaware corporation organized and existing under the laws of the State of
7 Delaware with its principal place of business in Studio City, California. Wylder's
8 operates pet boarding facilities in the Los Angeles area.
- 9 2. Cross-Complainant Wagmor Pets ("Wagmor") is a California nonprofit entity
10 organized and existing under the laws of the State of California with its principal
11 place of business in Studio City, California. Wagmor is a rescue and adoption center
12 that facilitates rehabilitation of animals and then adoption into the animal's new
13 family.
- 14 3. Cross-Complainant Melissa Bacelar ("Bacelar") is an individual residing in the State
15 of California, County of Los Angeles. Bacelar is the owner of Wylder's and the
16 operator of Wagmor.
- 17 4. Cross-Defendant Ellie Mosser ("Mosser" or "Cross-Complainant") is an individual
18 who, on information and belief, resides in the State of California, County of Los
19 Angeles. Mosser was an employee of Wylder's prior to pandemic closures,
20 transitioning to Wagmor after the pandemic caused Wylder's to temporarily cease
21 operations. Mosser ceased employment with Wagmor and became an employee of
22 Wylder's after it reopened.
- 23 5. The true names and/or capacities, whether individual, plural, corporate, partnership,
24 associate or otherwise, of cross-defendants DOES 1 through 10, inclusive, are
25 unknown to Cross-Complainants which therefore sue said cross-defendants by such
26 fictitious names. The full extent of the facts linking such fictitiously-sued cross-
27 defendants with the causes of actions alleged herein is unknown at this time. Cross-
28 Complainants are informed and believes and thereon allege, that each of the cross-

1 defendants designated herein as a DOE was and is negligently, or in some other
2 actionable manner, responsible for the events and happenings hereinafter referred to,
3 and thereby negligently, or in some other actionable manner, proximately caused the
4 hereinafter alleged injuries and damages to Cross-Complainants. Cross-Complainants
5 will seek leave of court to amend this complaint to show the cross-defendants' true
6 names and/or capacities after the same have been ascertained.

- 7 6. Cross-Complainants are further informed and believe, and thereon allege, that at all
8 times mentioned herein, cross-defendants, including DOES 1 through 50, inclusive,
9 were the agents, servants, employees, affiliates, alter egos, co-conspirators and/or
10 joint venturers of their co-cross-defendants, including Mosser, and were, as such,
11 acting within the course, scope and authority of said agency, employment and/or joint
12 venture, and that each and every cross-defendant as aforesaid, when acting as a
13 principal, was negligent in the selection and engagement of each and every other
14 cross-defendant as an agent, employee, servant and/or joint venturer, and that each
15 cross-defendant, individually and/or by and through their officers, directors and/or
16 managing agents, authorized, ratified or otherwise approved the acts of the remaining
17 cross-defendants and/or said officers, directors and/or managing agents participated in
18 said acts by the cross-defendants.

19 **JURISDICTION AND VENUE**

- 20 7. This Court has jurisdiction over all causes of action asserted in this Cross-Complaint
21 pursuant to the California Constitution, Article VI, section 10 and Code of Civil
22 Procedure section 410.10 as this is a civil action wherein the matter in controversy,
23 exclusive of interest, exceeds \$25,000, and because this case is a cause not given by
24 statute to other trial courts.
- 25 8. Venue is proper in this Court pursuant to Code of Civil Procedure section 395
26 because Mosser transacts business within the County of Los Angeles, the
27 employment at issue was executed in Los Angeles, Mosser's Complaint was filed in
28

1 this Court, and the unlawful conduct alleged herein was carried out, and had effects,
2 in the County of Los Angeles.

3 **FACTUAL BACKGROUND**

- 4 9. Mosser began her employment with Wylder’s as a part-time “daycare attendant” on
5 March 2, 2020. When COVID-19 forced the closure of non-essential businesses in
6 March 2020, Bacelar closed Wylder’s and converted one of her locations into a
7 shelter for rescue dogs. The shelter, Wagmor, is organized as a nonprofit and
8 provides critical dog rescue and adoption services to the Los Angeles community.
- 9 10. Wagmor required far fewer employees than Wylder’s and Mosser asked to be one of
10 the small group that would go to work at Wagmor. At this point, as a lower level
11 employee, Mosser was perceived as a good worker and so Bacelar brought her onto
12 the Wagmor team. Mosser was promoted to a position overseeing the Wagmor staff
13 on June 22, 2020.
- 14 11. Problems with Mosser began to crop up when Wylder’s reopened and she was
15 transitioned to overseeing the staff at the pet hotel in September 2020. While there
16 had been employee complaints here and there about Mosser before, prior to her
17 transition back to Wylder’s she seemed to be performing adequately. However, once
18 back at Wylder’s, Mosser began to show her true colors.
- 19 12. Between September 2020 and September 2021 when Mosser was terminated, she was
20 responsible for numerous abusive and unlawful acts. Mosser, having been delegated
21 authority by Bacelar for day-to-day operations as manager of Wylder’s, was
22 responsible for setting schedules, completing payroll, ensuring compliance with
23 policies, and overseeing Wylder’s staff. Mosser did not, however, have check writing
24 authority on behalf of Wylder’s, Wagmor, or Bacelar. Bacelar had control over
25 company finances and bank accounts. Hence Bacelar’s shock when she learned that
26 Mosser had been writing checks from the company to herself, employees whom she
27 was (on information and belief) friends with, and to cash for her own benefit. Mosser
28 had made a habit of offering employees cash or checks for routine work tasks like

1 picking up supplies (note: Mosser's unauthorized checks were intended as side
2 payments, and were not reimbursements for expenses employees had incurred).

3 Bacelar had not approved nor been apprised of Mosser's side payments to employees
4 for work that should have been covered by their usual wages. Mosser's check writing
5 scheme resulted in thousands of dollars in unnecessary and unauthorized payments
6 both to Mosser and her friends.

7 13. Bacelar used dozens of checks from Wylder's bank account to pay herself, her
8 friends, and myriad employees extra money that was unearned and unrelated to
9 reimbursable expenses. Many of the checks Mosser made out to herself, to cash, and
10 to others contained no memo line description of the purposes of the payments or an
11 incomplete, short description that did not make sense. For instance, Mosser wrote a
12 check to "Cash" with no explanatory memo line for over \$700, another to "Cash" for
13 \$1,200 that simply said "Thank you!" in the description, and a further description-less
14 check to herself for \$200. She also frequently paid herself and others unnecessary
15 amounts via Wylder's petty cash holdings.

16 14. Mosser's malfeasance went beyond unauthorized checks, though. While Bacelar was
17 busy continuing the set up of the Wagmor shelter and dealing with pandemic-related
18 issues, Mosser was driving Wylder's into financial and operational ruin. In the year
19 that Mosser managed Wylder's, she oversaw a dramatic increase in labor costs and
20 lost profits. These losses were not merely poor management, but rather the result of
21 Mosser's purposeful misappropriation of Wylder's funds to enrich herself and her
22 friends.

23 15. For instance, Mosser routinely allowed employees to collect wages for hours they had
24 not worked. If an employee forgot to clock out, Mosser would tell the employee not
25 to worry about it and that Bacelar could afford to just pay the unworked overtime
26 wages. While this occurred with some usual employees, Mosser engaged in outright
27 theft from the company by allowing her friends who worked at Wylder's to collect
28 substantial overtime wages for hours they had never worked. Mosser was essentially

1 giving cash handouts to her friends under the guise of normal payroll functions.

2 Wylder's payroll budget exploded because Mosser was failing to control schedules
3 and diverting company funds to her friends via unearned overtime wages. When
4 Bacelar reviewed Wylder's payroll, she immediately took action to remedy Mosser's
5 payroll abuses, putting in place a policy that overtime hours should be approved in
6 advance by a manager before being worked. Confirming Mosser's financial abuses,
7 her friends who were employees and routinely receiving unnecessary overtime
8 payments resigned their employment shortly after the new payroll policies were
9 implemented and they were no longer able to collect unwarranted overtime and
10 double time wages.

11 16. Mosser's purposeful mismanagement of Wylder's extended to client relations and
12 payments. Despite Bacelar having a successful system for tracking and managing
13 client appointments and payments in place for seven years prior to Mosser's tenure as
14 manager, Mosser entirely replaced the way Wylder's was doing business without
15 Bacelar's knowledge or approval. Mosser's system, or lack thereof, resulted in
16 numerous client complaints and a degradation of Wylder's facilities. Mosser failed to
17 adequately train employees or put in place programs for tracking pet information and
18 payments. Groomers at Wylder's were placed in awkward situations because they
19 had no idea whether a client had already paid or not. If a client did try to pay, Mosser
20 would often not charge them anything. An occasional discount is fine for client
21 relations purposes, but Mosser consistently failed to charge clients for services
22 resulting in substantial losses to Wylder's, which policy of frequently handing out
23 free services was neither approved nor known to Bacelar at the time.

24 17. Aside from the payroll issue that was evident from monthly statements of labor costs,
25 Mosser's activities went unnoticed for some time because Mosser was actively hiding
26 her malfeasance from Bacelar. Bacelar only learned of Mosser's abuses after
27 employees complained directly, which caused her to investigate. Bacelar learned that
28 Mosser was a terror in the workplace, belittling employees, blaming others for her

1 mistakes, and refusing to give any support to employees who needed guidance from
2 her on how to complete tasks in Mosser's chaotic, unorganized system. When
3 Mosser announced, without Bacelar's approval, that she was moving back to Wagmor
4 to manage the shelter, multiple employees reached out to Bacelar to say they would
5 quit if Mosser became their manager.

6 18. When Bacelar refused to move Mosser to manage Wagmor because of concerns about
7 Wylder's operations, Mosser became irate and disclosed very troubling information
8 about her own activities. Unknown to Bacelar, Mosser had somehow accessed
9 Bacelar and Wylder's accounts with their bank. Bacelar had never given access to
10 this account information to Mosser and Mosser had no reason to know how to access
11 it. Bacelar was in shock when Mosser started listing off loan information, amounts
12 spent at clothing stores, and purchases at children's stores that Bacelar had made.

13 **Mosser then admitted to Bacelar that she had logged into the bank accounts.**

14 Again, Mosser should not have had access to Bacelar or Wylder's accounts unless
15 obtained through fraudulent or unlawful means.

16 19. Bacelar, taken aback by the blatant invasion of her privacy and the company's
17 financial information, began taking steps to terminate Mosser. Before Bacelar could
18 speak to Mosser and deliver the news, Mosser went on a leave to care for her father
19 who had fallen ill and later died. While Mosser was on leave, Bacelar further
20 investigated the employee complaints and financial abuse Mosser had perpetrated.
21 When Bacelar visited Wylder's, she discovered that the facilities were in disrepair
22 and equipment was falling apart. This was especially troubling considering Mosser
23 had paid herself in Wylder's checks and written checks from Wylder's to "Cash" for
24 reimbursements of supplies and equipment amounting to thousands of dollars, which
25 would imply that Mosser had been using substantial company funds to maintain
26 facilities. Bacelar also spoke to employees who related Mosser's abusive comments,
27 terrible client relations, and general malfeasance.

28

1 20. Despite knowing that Mosser was willing to say and do anything to ruin those who
2 crossed her, Bacelar resolved to terminate Mosser upon her return from leave in order
3 to prevent further abuse of employees and the company. Bacelar believes Mosser
4 caught wind of the intended termination through another employee, though, and
5 preemptively wrote Bacelar to create a record of “protected” activity. Mosser
6 complained about numerous subjects, some of which were either untrue or actually
7 lawful, and the remainder of which were the result of Mosser’s own conduct, but all
8 of which were being raised for the first time after Mosser knew her job was
9 threatened. Mosser requested a leave and Bacelar granted it, knowing that Mosser
10 was trying to set up a lawsuit. Bacelar knew she could not allow Mosser to continue
11 to abuse her position as manager of Wylder’s, however, and so when Mosser returned
12 from leave, Bacelar terminated her.

13 21. Bacelar has since reported Mosser’s check fraud and unauthorized access to accounts
14 to the police and her bank. Bacelar has also received substantial additional
15 information from employees about Mosser’s abuses and embezzlement of company
16 funds. Employees have come forward reporting additional cash payments Mosser
17 made to them and disclosed that Mosser used company funds to buy breakfast and
18 lunch for employees nearly every day, telling employees things like, “Don’t worry,
19 Melissa [Bacelar] can pay for it.” Clearly, Mosser’s clandestine access to Wylder’s
20 and Bacelar’s financials had led her to believe she was entitled to give herself and her
21 friends extra money without Bacelar’s knowledge. As Mosser told other employees,
22 she thought she could take whatever money she wanted from Wylder’s and Bacelar
23 because Bacelar could, according to Mosser, afford it. Mosser has also destroyed
24 evidence of her wrongdoing, deleting her messages to employees on the chat
25 application “Slack” that demonstrated her financial wrongdoing so that Bacelar (and
26 this Court) could not review them.

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1 **FIRST CAUSE OF ACTION**

2 **(Conversion against Cross-Defendants)**

3 22. Cross-Complainants re-allege and incorporate by reference paragraphs 1 through 21,
4 inclusive.

5 23. Cross-Complainants owned and/or had the right to possess the monies in their bank
6 accounts, cash registers, and petty cash reserves. Cross-Defendants did not own nor
7 have a right to possess those monies, except as authorized by Cross-Complainants.
8 Cross-Complainants paid themselves and others thousands of dollars via unauthorized
9 transactions made using Cross-Complainants' checks, petty cash reserves, and
10 fraudulent wage payments for unworked hours, which monies were not owed to
11 Cross-Complainants as wages, nor as reimbursements for reasonable and necessary
12 business expenses, nor for any other lawful purpose. Mosser used Bacelar's initials
13 to sign checks to herself, "Cash," and others without authorization from Bacelar or
14 Bacelar's knowledge.

15 24. Cross-Defendants' conduct was a substantial factor in causing harm to Cross-
16 Complainants, including loss of thousands of dollars due to Cross-Defendants'
17 improper payments to themselves and others. Cross-Complainants have further
18 suffered loss of good will and business reputation on account of Cross-Defendants'
19 conversion of Cross-Complainants' funds and monies due to be paid to Cross-
20 Complainants.

21 25. As a result of Cross-Defendants' conduct, Cross-Complainants have and will
22 continue to suffer damages in an amount subject to proof at trial, but which exceeds
23 the jurisdictional minimum of this Court.

24 **SECOND CAUSE OF ACTION**

25 **(Breach of Fiduciary Duty Against Cross-Defendants)**

26 26. Cross-Complainants re-allege and incorporate by reference paragraphs 1 through 25,
27 inclusive.

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1 27. Mosser, as the manager of Wylder’s entrusted with day-to-day operations and payroll
2 responsibilities, owed a fiduciary duty to Wylder’s and Bacelar, Wylder’s sole owner.
3 Mosser’s fiduciary obligations included a duty to act in good faith for the benefit of
4 Wylder’s and Bacelar, and not take any action that would harm Cross-Complainants.
5 Mosser breached her fiduciary duties by paying herself extra monies beyond her
6 agreed-upon compensation using falsified checks and cash payments, paying her
7 friends who were employees monies they were not owed out of Cross-Complainants’
8 funds, making extravagant and unauthorized purchases using Cross-Complainants’
9 funds, deceiving Cross-Complainants’ as to these payments, purposeful
10 mismanagement of Wylder’s, and other abuses of Cross-Complainants’ and their
11 employees.

12 28. As a direct and proximate result of the breaches of Cross-Defendants’ fiduciary
13 duties, Cross-Complainants have and will continue to suffer damages in an amount
14 subject to proof at trial, but which exceeds the jurisdictional minimum of this Court.

15 29. Cross-Complainants are informed and believe, and on that basis allege, that Cross-
16 Defendants acted willfully, maliciously, oppressively, and despicably with the full
17 knowledge of the adverse effects of their actions on Cross-Complainants, and with
18 willful and deliberate disregard of the consequences to Cross-Complainants. Cross-
19 Defendants malicious and willful intent is evidenced by, among other things,
20 Mosser’s deletion of incriminating evidence, statements to other employees,
21 falsification of checks, conversations with Bacelar wherein Bacelar explained the
22 difficult financial situation occasioned by skyrocketing labor costs, and Mosser’s
23 unauthorized access to and knowledge of Cross-Complainants’ financial accounts.
24 By reason thereof, Cross-Complainants are entitled to recover punitive and exemplary
25 damages from Cross-Defendants in an amount to be determined at the time of trial.

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1 **THIRD CAUSE OF ACTION**

2 **(Unauthorized Computer Access in Violation of Penal Code § 502 Against Cross-**
3 **Defendants)**

4 30. Cross-Complainants re-allege and incorporate by reference paragraphs 1 through 29,
5 inclusive.

6 31. Mosser was not given authorization to access Cross-Complainants' email accounts
7 nor bank accounts. Mosser was not provided with the login information for Cross-
8 Complainants' emails accounts nor bank accounts. Yet, Mosser obtained the login
9 credentials for Wylder's and Bacelar's bank account and viewed the financial
10 information therein. On information and belief, Mosser unlawfully accessed Bacelar
11 and/or Wylder's emails accounts, obtained their bank account user credentials via
12 Mosser's unauthorized access to those emails, and used said user credentials to login
13 to Cross-Complainants' financial accounts via the bank's online web portal and view
14 sensitive and private financial dealings including loan information, purchases,
15 deposits, and other transactions.

16 32. Mosser obtained and made use of Cross-Complainants' financial data that she
17 wrongfully viewed on the bank's web portal, including as a part of her unlawful
18 scheme to pay herself and her friends monies they were not owed as part of their
19 compensation as employees of Wylder's. Mosser further used the unlawfully
20 obtained financial information to threaten and extort Cross-Complainants, as well as
21 disclosing aspects of Cross-Complainants' private finances to third parties.

22 33. Mosser also destroyed data from Wylder's "Slack" communication channels without
23 authorization for the purposes of concealing incriminating information about
24 Mosser's unauthorized payments and other financial dealings.

25 34. Mosser committed the aforementioned acts knowingly and without permission from
26 Cross-Complainants.

27 35. As a direct and proximate result of Mosser's unauthorized access to, control of, and
28 use of Cross-Complainants' data and digital accounts, Cross-Complainants have and

1 will continue to suffer damages in an amount subject to proof at trial, but which
2 exceeds the jurisdictional minimum of this Court, including the cost and expense of
3 investigating and remedying Mosser's unlawful access and use as well as reputational
4 and financial losses. Cross-Complainants have and will continue to incur substantial
5 court costs and attorneys' fees due to Cross-Defendants' aforementioned conduct.

6 36. Cross-Complainants are informed and believe, and on that basis allege, that Cross-
7 Defendants acted willfully, maliciously, oppressively, and despicably with the full
8 knowledge of the adverse effects of their actions on Cross-Complainants, and with
9 willful and deliberate disregard of the consequences to Cross-Complainants. Cross-
10 Defendants malicious and willful intent is evidenced by, among other things,
11 Mosser's deletion of incriminating evidence, statements to other employees,
12 falsification of checks, conversations with Bacelar wherein Bacelar explained the
13 difficult financial situation occasioned by skyrocketing labor costs, and Mosser's
14 weaponization of the data she obtained without permission to threaten Bacelar. By
15 reason thereof, Cross-Complainants are entitled to recover punitive and exemplary
16 damages from Cross-Defendants in an amount to be determined at the time of trial.

17 **FOURTH CAUSE OF ACTION**

18 **(Fraud Against Mosser)**

19 37. Cross-Complainants re-allege and incorporate by reference paragraphs 1 through 36,
20 inclusive.

21 38. Mosser knowingly used Cross-Complainants' bank checks to pay herself, her friends,
22 and others monies to which they were not entitled and that Mosser had no authority to
23 pay. Mosser intentionally failed to disclose the purpose of several checks for
24 hundreds and even over a thousand dollars made out to herself, "Cash," and other
25 individuals by leaving the "memo line" blank on the checks so that Cross-
26 Complainants would not know the checks were paid out for unauthorized purposes.
27 On information and belief, Mosser also wrote misleading and/or false "memo line"
28 descriptions on checks made out to herself, "Cash," and other individuals to deceive

1 Cross-Complainants into believing the checks were issued for a legitimate business
2 purpose. Mosser forged Bacelar's initials on the payor's signature line for the checks
3 at issue without receiving approval from Bacelar, telling Bacelar at the time or later,
4 and without any other authority to use Bacelar's signature.

5 39. Mosser further defrauded Cross-Complainants by falsifying and/or instructing
6 subordinate employees to falsify their time records causing Cross-Complainants to
7 pay thousands of dollars in unearned and unnecessary wage payments. Mosser
8 misrepresented the need for and legitimacy of these wage payments to Cross-
9 Complainants in order to avoid Cross-Complainants discovering that she was giving
10 away money to herself and her friends under the guise of legitimate wage payments.

11 40. Mosser concealed from Cross-Complainants that she was using petty cash reserves,
12 cash-on-hand, and Cross-Complainants' checks to make payments to herself, friends,
13 and others for unauthorized and unnecessary purposes. Mosser purposefully failed to
14 disclose these payments to Cross-Complainants and deleted documentary evidence in
15 the form of "Slack" chat messages that showed she was making these payments to
16 avoid discovery of her malfeasance.

17 41. Mosser committed the above fraudulent acts knowingly and with the purpose to
18 deceive Cross-Complainants in order to avoid discipline, retain her job, and be able to
19 continue making unauthorized and unnecessary payments to herself, friends, and
20 others.

21 42. At the time fraudulent acts were committed, Cross-Complainants had no reason to
22 believe that Mosser was engaged in fraudulent activities as she concealed and/or
23 provided false explanations to Cross-Complainants about the fraudulent activities,
24 including by writing false or incomplete explanations of the purposes of the
25 unauthorized checks, wage payments, and cash handouts.

26 43. As a direct and proximate result of Mosser's fraudulent activities, Cross-
27 Complainants have and will continue to suffer damages in an amount subject to proof
28 at trial, but which exceeds the jurisdictional minimum of this Court, including

1 thousands of dollars lost because of unauthorized payments Mosser made to herself
2 and her friends. Cross-Complainants have and will continue to incur substantial court
3 costs and attorneys' fees due to Cross-Defendants' aforementioned conduct.

4 44. Cross-Complainants are informed and believe, and on that basis allege, that Cross-
5 Defendants acted willfully, maliciously, oppressively, and despicably with the full
6 knowledge of the adverse effects of their actions on Cross-Complainants, and with
7 willful and deliberate disregard of the consequences to Cross-Complainants. Cross-
8 Defendants malicious and willful intent is evidenced by, among other things,
9 Mosser's deletion of incriminating evidence, statements to other employees,
10 falsification of checks, conversations with Bacelar wherein Bacelar explained the
11 difficult financial situation occasioned by skyrocketing labor costs, and Mosser's
12 weaponization of the data she obtained without permission to threaten Bacelar. By
13 reason thereof, Cross-Complainants are entitled to recover punitive and exemplary
14 damages from Cross-Defendants in an amount to be determined at the time of trial.

15 **PRAYER**

16 WHEREFORE, WANG prays for judgment against Defendants, and each of them, as
17 follows:

18 As to the First Cause of Action (Conversion):

- 19 1. For compensatory damages and restitution according to proof, in an amount to
20 be determined at trial.

21 As to the Second Cause of Action (Breach of Fiduciary Duty):

- 22 1. For compensatory damages and restitution according to proof, in an amount to
23 be determined at trial; and
24 2. For punitive damages.

25 As to the Third Cause of Action (Unauthorized Computer Access in Violation of Penal
26 Code § 502):

- 27 1. For compensatory damages and restitution according to proof, in an amount to
28 be determined at trial;

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- 2. For punitive damages; and
- 3. For reasonable attorneys' fees and costs.

As to the Fourth Cause of Action (Fraud):


- 1. For compensatory damages and restitution according to proof, in an amount to be determined at trial;
- 2. For punitive damages; and
- 3. For reasonable attorney's fees and costs.

As to all causes of action:

- 1. For costs of suit; and
- 2. For such other and further relief as is just and proper.

Dated: January 3, 2022

RAINES FELDMAN LLP

By: 

Lauren J. Katunich
Matthew Pate
Attorneys for Defendants/Cross-Complainants
Wylde's Holistic Pet Center Inc. dba The Wagmor; Wagmor Pets, and Melissa Bacelar

1 **PROOF OF SERVICE**

2 I am over the age of 18 and not a party to the within action; I am employed by Raines
3 Feldman LLP and its business address is 1800 Avenue of the Stars, 12th Floor, Los Angeles,
4 California 90067.

5 On January 3, 2022, I served the following document(s) described as **CROSS-
6 COMPLAINT FOR DAMAGES: 1) CONVERSION; 2) BREACH OF FIDUCIARY
7 DUTIES; 3) UNAUTHORIZED COMPUTER ACCESS UNDER PENAL CODE § 502;
8 4) FRAUD**

9 by placing the true copies thereof enclosed in sealed envelopes addressed as stated on
10 the attached mailing list.

11 SEE ATTACHED SERVICE LIST

12 **BY MAIL:** I placed said envelope(s) for collection and mailing, following ordinary
13 business practices, at the business offices of Raines Feldman LLP, and addressed as
14 shown on the attached service list, for deposit in the United States Postal Service. I am
15 readily familiar with the practice of Raines Feldman LLP for collection and processing
16 correspondence for mailing with the United States Postal Service, and said envelope(s)
17 will be deposited with the United States Postal Service on said date in the ordinary
18 course of business.

19 **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
20 to accept service by electronic transmission, I caused the documents to be sent to the
21 persons at the electronic notification addresses listed in the attached service list.

22 **BY OVERNIGHT DELIVERY:** I placed said documents in envelope(s) for
23 collection following ordinary business practices, at the business offices of Raines
24 Feldman LLP, and addressed as shown on the attached service list, for collection and
25 delivery to a courier authorized by _____ to receive said
26 documents, with delivery fees provided for. I am readily familiar with the practices of
27 Raines Feldman LLP for collection and processing of documents for overnight
28 delivery, and said envelope(s) will be deposited for receipt by
_____ on said date in the ordinary course of business.

BY FACSIMILE: I caused the above-referenced document to be transmitted to the
interested parties via facsimile transmission to the fax number(s) as stated on the
attached service list.

BY PERSONAL SERVICE: I delivered such envelope(s) by hand to the offices of
the addressee(s) in the attached service list.

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

(Federal) I declare that I am employed in the office of a member of the bar of this
court at whose direction the service was made. I declare under penalty of
perjury that the above is true and correct.

Executed January 3, 2022 at Los Angeles, California.

27 Dora Melendez
28 Type or Print Name

Dora Melendez
Signature

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