

IN THE CIRCUIT COURT IN AND FOR
THE ELEVENTH JUDICIAL CIRCUIT,
MIAMI-DADE COUNTY, FLORIDA

CASE NO:

11-38180CA02

JENNIFER PAPA; PHILIP MICHAS;
KAREN LELAND; MICHELLE LEE;
MICHAEL ULERY; SHELLY
ERICKSON, et al.,

Plaintiffs,

vs.

PUREBRED BREEDERS, LLC, a Florida limited
liability company; and JASON M. HALBERG, a
Florida resident,

Defendants.

THE ORIGINAL FILED
ON NOV 15 2011
IN THE OFFICE OF
CIRCUIT COURT DADE CO. FL
CIVIL DIVISION

COMPLAINT

Plaintiffs, JENNIFER PAPA; PHILIP MICHAS; KAREN LELAND; MICHELLE LEE;
MICHAEL ULERY; SHELLY ERICKSON; KENNETH MAGEE; KELLIE DOYLE; NICOLE
SAIA; MATTHEW ALLSUP; and KATE BONNER sue the Defendants, PUREBRED
BREEDERS, LLC, a Florida limited liability company, and JASON M. HALBERG, a Florida
resident, and allege:

NATURE OF THE CASE

1. This case seeks to end the unlawful and deceptive practices of Purebred Breeders, LLC, and Jason M. Halberg relating to the marketing and sale of sick puppies from sub-standard breeders to consumers in Florida and across the nation, and recover monies for the plaintiffs, all of whom were victimized by the Defendants' unscrupulous conduct. The plaintiffs include members of The Humane Society of the United States. As detailed

below, Defendants intentionally deceive consumers into believing the puppies they sell come only from quality, responsible breeders and are healthy and well-adjusted, while they know that, instead, many of the puppies they sell come from large-scale, unsanitary, and inhumane breeding facilities frequently referred to as “puppy mills” and, as a result, often suffer from various ailments, including some very serious, life-threatening ailments, when they arrive at the purchaser’s home. By misrepresenting the puppies they sell as healthy and the breeders they associate with as responsible and ethical, Defendants are able to sell many thousands of puppies annually, at a tremendous profit, to the detriment of plaintiffs and other consumers, in violation of Florida law.

JURISDICTION AND PARTIES

2. This is an action for damages and injunctive relief, which is within the original jurisdiction of this Court pursuant to section 26.012.
3. Plaintiff Jennifer Papa is an individual over 18 years of age and is a resident of Chatham, New Jersey.
4. Plaintiff Karen Leland is an individual over 18 years of age and is a resident of Tequesta, Florida.
5. Plaintiff Philip Michas is an individual over 18 years of age and is a resident of Salt Lake City, Utah.
6. Plaintiff Michelle Lee is an individual over 18 years of age and is a resident of Crown Point, Indiana.
7. Plaintiff Michael Ulery is an individual over 18 years of age and is a resident of San Jose, California.

8. Plaintiff Shelly Erickson is an individual over 18 years of age and is a resident of Hermantown, Minnesota.
9. Plaintiff Kenneth Magee is an individual over 18 years of age and is a resident of Ann Arbor, Michigan.
10. Plaintiff Kate Bonner is an individual over 18 years of age and is a resident of Coral Gables, Florida.
11. Plaintiff Nicole Saia is an individual over 18 years of age and is a resident of Harrisburg, Pennsylvania.
12. Plaintiff Matthew Allsup is an individual over 18 years of age and is a resident of Harrisburg, Pennsylvania.
13. Plaintiff Kellie Doyle is an individual over 18 years of age and is a resident of Chicago, Illinois.
14. Defendant PUREBRED BREEDERS, LLC, ("PBB") is a Florida limited liability company with its principal place of business at 5722 S. Flamingo Road, #254, Cooper City, Florida 33330. PBB's registered agent is Tony Pornprinya, Esq., 10800 Biscayne Blvd., #988, Miami, Florida 33161.
15. Defendant JASON M. HALBERG, a Florida resident, owns the controlling interest in Defendant PBB. At all times material, Defendant HALBERG dominated the activities of Defendant PBB to the extent that PBB manifested no separate corporate interest of its own, but functioned solely to achieve the purposes of Defendant HALBERG.
16. Venue of this action is proper in Miami-Dade County because each of the Plaintiffs entered into contracts with Defendant PBB that specify "jurisdiction for litigation arising

out of or related to this contract shall lie exclusively in Miami-Dade County.” (See Exhibit A, Terms and Conditions of Sale Agreement).

GENERAL ALLEGATIONS

17. Defendant PBB and its owner, JASON M. HALBERG, are in the business of selling puppies over the internet. Defendants never take possession of the puppies they sell—they broker deals between customers looking to purchase puppies with breeders looking to sell puppies. Once PBB closes a sale, the breeder ships the puppy directly to the customer. However, Defendants severely restrict communication between the buyers and the breeders, preferring to control all communication with the customers. On information and belief, Defendants sell approximately 1200 to 1400 puppies every month to customers throughout the United States, including Florida, and Canada, at a mark-up of approximately one hundred to two hundred per cent per puppy. On information and belief, PBB is the largest volume seller of puppies over the internet in the country.
18. PBB and HALBERG are “pet dealers” under section 828.29(13), Florida Statutes, because they, in the ordinary course of business, engage in the sale of more than 20 dogs per year to the public.

A. Defendants’ Misrepresentations

19. As a means to induce customers to purchase puppies from Defendants at a premium price, Defendants make several misrepresentations on their website <http://purebredbreeders.com>, including the following:

- a. As shown below, Defendants represent that PBB is a “devoted group of dog breeders offering only the best purebred puppies for sale from across America” and holds itself out to consist of “America’s Top Breeders.”



- b. Defendants represent that “Purebred Breeders is a network of responsible and professional dog breeders. . . . We have established a thorough screening process that each breeder must go through before we accept them into our network. Once accepted, our Breeder Department stays in consistent contact with the breeders to guarantee they continue to follow our stringent policies. We do this to assure our families that no matter when they choose their new addition, they can be confident they will receive a happy and healthy puppy.”
<http://purebreeders.com/about/>, last visited November 3, 2011.

- c. Defendants claim to have a strict policy of screening breeders before allowing them into their “network” and selling their dogs: “Our nationwide network of professional dog breeders upholds our commitment to responsible breeding by adhering to our Code of Ethics. We have created an intense screening process that each breeder must go through before we accept them into our network If

Leopold~Kuin, P.A.
2925 PGA Boulevard, Suite 200, Palm Beach Gardens, FL 33410
Telephone: (561) 515-1400 Facsimile (561) 515-1401

accepted as a Purebred Breeder, our Breeder Department stays in constant contact with the breeders to guarantee they continue to follow our stringent policies. We do this to assure our families that no matter when they choose their new addition, they can be confident they will have a happy, healthy puppy join their family.”

<http://purebredbreeders.com/about/breeder-screening-process/>, *last visited* November 3, 2011.

d. Defendants represent that they “fight against” and do not associate with puppy mills: “Puppy mills produce puppies with no breeding programs in place. Little attention is paid to puppy placement, health, and socialization practices. Conditions in puppy mills are generally substandard. Both puppies and adult dogs may be malnourished, sickly, and may have poor temperaments. We at Purebred Breeders constantly review and assess our procedures and protocols for screening and monitoring breeders. We do everything possible to ensure that we only represent professional and responsible breeders. Our organization has a Zero Tolerance Policy for breeders who do not follow any item in our code of ethics.” <http://purebredbreeders.com/about/>, *last visited* November 3, 2011.

e. Defendants represent that they require breeders to maintain a “strict code of ethics,” which includes, *inter alia*, promises to:

- maintain a safe, clean, and sanitary facility for all pets;
- comply with all federal, state or provincial, and local government laws and regulations concerning the keeping of dogs that I breed;
- breed only for the purpose of improving the quality of the breed;

- follow all AAHA standards and protocols for properly vaccinating and deworming all litters;
- properly socialize puppies on a daily basis with family and other pets; and
- provide all new dog owners with appropriate health certificates and vaccination records within 24 hours of puppy delivery and all registration paperwork within 60 days.

f. Defendants further represent: “Our breeders properly vaccinate and deworm each puppy following AAHA guidelines; this nationwide organization has developed a standard of care recognized by all veterinarians. Every puppy is examined by a licensed veterinarian approximately 48 hours before their departure. The exam includes a thorough check of the entire puppy including eyes, ears, respiratory and circulatory system, orthopedic exam and an intestinal parasite screen.” <http://purebreedbreeders.com/about/health-check/>, *last visited* November 3, 2011. They claim to “provide all our breeders with a comprehensive health evaluation report that has been carefully created by our In-house veterinarian. Our breeders are required to take this report to their vet for completion as part of the comprehensive health check required before the puppy's departure.” <http://purebreedbreeders.com/guarantee/>, *last visited* November 3, 2011.

20. These representations grossly misstate the facts.

a. In reality, Defendants do not offer “only the best purebred puppies for sale,” nor do they have an “intense screening process” for breeders, or do “everything possible to ensure that [they] only represent professional and responsible breeders.” On the contrary, far from having a “Zero Tolerance Policy” for

irresponsible breeders, Defendants regularly sell dogs from breeders who are known to have a history of violating federal and state animal welfare laws, and, on information and belief, continue to do business with breeders who have sold numerous sick puppies to PBB customers. Defendants broker puppies from whatever breeders they can find, without proper screening and without ensuring the puppies are healthy or responsibly bred and raised. In short, despite their assurances to the contrary, Defendants do indeed sell puppies from puppy mills across the country, and cannot ensure that a customer's puppy will arrive "happy and healthy."

- b. A puppy mill has been defined as: "a dog breeding operation in which the health of the dogs is disregarded in order to maintain a low overhead and maximize profits." *Avenson v. Zegart*, 577 F. Supp. 958, 960 (D. Minn. 1984). Puppy mills are large-scale dog breeding operations tantamount to an assembly line manufacturing process in which female dogs are bred at every opportunity without sufficient recovery time between litters.
- c. In a puppy mill, breeding females and their puppies are often confined to small wire cages, sometimes exposed to the elements, twenty-four hours a day, seven days a week, all year-round. The cages are frequently stacked upon one another in columns to conserve space and allow easy access to the dogs, and so the puppy mill can maximize its number of breeding females, and therefore, its production of puppies. The cages are frequently floored with wire mesh to facilitate waste removal and cleanup without regard for the health and well-being of either the

puppies or their mother, whose feet often fall through the space between the wires, leading to a slew of joint and foot problems.

- d. The conditions at these breeding facilities are often unsanitary and overcrowded, and the dogs are frequently not provided with adequate veterinary care, food, water, exercise or mental stimulation and socialization, as these all involve money and staff time. As a result of these conditions and a disregard for proper canine husbandry practices, puppies whelped at these sub-standard facilities are highly prone to debilitating and life threatening conditions, such as parvovirus, distemper, congenital and hereditary conditions, giardia, kennel cough, pneumonia, heart disease, and intestinal parasites – many of the conditions suffered by the dogs purchased by the plaintiffs.
- e. Proper husbandry practices would significantly reduce the congenital and/or hereditary conditions since discontinuing the breeding of a sire and/or dam will prevent the passing of the condition exhibited by those dogs to the puppy. Similarly, the unsanitary conditions of a puppy mill in which the puppies are bred and live the first approximately eight weeks of life result in pervasive illness and disease, which can be remedied by breeding puppies in a humane, sanitary environment. These conditions are the byproducts of breeding at puppy mills.
- f. On information and belief, Defendants regularly do business with numerous breeders who exhibit all of the hallmarks of puppy mills.
- g. For example, on information and belief, Defendants have sold over sixty dogs from a breeder in Arkansas named Edna Hanegan. Ms. Hanegan's breeding facility had over 90 adult breeding dogs as of the last inspection conducted by the

United States Department of Agriculture in April 2011. At that time, the USDA inspector noted several repeat violations of the federal Animal Welfare Act (“AWA”), including repeat violations for inadequate protection from the elements for the dogs, as well as inadequate space allotments in the dogs’ cages. *See* <http://acissearch.aphis.usda.gov/LPASearch/faces/pdfpage.jspx?custid=29184>.

During previous inspections Ms. Hanegan was cited for other serious violations of the AWA, including unsanitary cages covered with an “excessive accumulation of feces and urine” to the point where dogs in their enclosures could not avoid stepping in feces, dogs with excessively matted hair, dirt and grime accumulated in water and food bowls, and excessive rodent feces. *Id.* Many of the dogs were housed in suspended wire-floor cages that are typical of puppy mills.

- h. Apparently in lieu of correcting the violations of federal law noted during her last inspection, Ms. Hanegan decided to relinquish her USDA license altogether. *Id.* (“During the inspection the licensee owner decided she wanted to cancel her license by signing a cancellation form and surrendering her license. The inspection was terminated at this time.”). Because there is a loophole in the Animal Welfare Act that allows breeders to sell puppies directly to the public without being licensed by the USDA, Ms. Hanegan, who apparently believes that sales through PBB are covered by this loophole, has continued to sell dogs via PBB even after giving up her USDA license. On information and belief, Defendants never questioned Ms. Hanegan’s reasons for relinquishing her USDA license, nor did they independently require her to remedy the violations of the AWA noted by the USDA, despite the fact that the AWA violations also amount

to violations of PBB's "code of ethics," such as failing to maintain a facility that is "safe, clean, and sanitary."

- i. On information and belief, PBB has also sold more than 60 puppies from Iowa-based breeders Vicki and Danny Ubben. The Ubbens are USDA licensed, and based on their most recent inspection report from April 2011, they have over 100 adult dogs in their facility. During that April 2011 inspection, the Ubbens were cited for having unsanitary, unsafe housing facilities for the dogs, including a build-up of feces and old food in the cages. See <http://acissearch.aphis.usda.gov/LPASearch/faces/pdfpage.jsp?custid=15151>. This was a repeat violation, as they had been cited for sanitation violations during previous inspections as well. The Ubbens, who apparently keep their dogs in inhumane stacked wire cages like many of PBB's breeders, were also previously cited for providing the dogs with inadequate cage space. *Id.*
- j. Similarly, on information and belief, Defendants have sold nearly 300 puppies from Missouri-based breeder J.T. Brehmer. Mr. Brehmer had over forty adult dogs as of the last time he was inspected by the United States Department of Agriculture in September 2010, and at that time he was cited for several violations of the federal Animal Welfare Act, including violations related to sanitation and safety. See <http://acissearch.aphis.usda.gov/LPASearch/faces/pdfpage.jsp?custid=31512>. During previous inspections Mr. Brehmer was cited for "excessive matting" on his dogs, which can cause severe skin irritations and discomfort for the dogs; his kennel also had "an excessive odor of feces and urine." *Id.*

- k. There are numerous other examples of breeders that, on information and belief, Defendants continue to do business with despite the breeders having poor records of compliance with animal welfare laws, including, to name just a few, Oklahoma breeder Paula Jack, *see* <http://acissearch.aphis.usda.gov/LPASearch/faces/pdfpage.jspx?custid=11863> (October 2010 inspection report cites Ms. Jack for “excessive accumulation of feces and food waste [] on the drain between the top row of enclosures and the bottom row of enclosures”); Iowa breeders Edward and Gwen Schmidt, *see* <http://acissearch.aphis.usda.gov/LPASearch/faces/pdfpage.jspx?custid=21803> (numerous violations of the AWA at every USDA inspection since 2009, including citations for inadequate housing facilities and inadequate protection from the elements, lack of sanitary conditions such as dried feces in food bowls and grime in water bowls, and numerous citations for inadequate veterinary care, including dogs who were malnourished, dogs with loose stools, limping dogs, dogs with excessive matting, and dogs with feces encrusted to their rears), and Missouri breeder Cory Mincey, *see* <http://acissearch.aphis.usda.gov/LPASearch/faces/pdfpage.jspx?custid=17275> (citations for inadequate protection from the elements, excessive build-up of dirt and grime in cages and self-feeders, and other unsafe housing conditions).
- l. In addition, investigators from The Humane Society of the United States were able to observe first-hand and obtain photographs and video footage of some of the breeding facilities that are selling puppies through PBB. The photographs and video footage reveal facilities that exhibit typical characteristics of puppy mills, including stacked wire cages with wire-bottom flooring, outdoor cages with

inadequate protection from the elements, empty water buckets, and excessive build-up of feces under the cages.

- m. Further, on information and belief, some of the breeders that PBB continues to do business with have shipped numerous unhealthy dogs to PBB customers, and yet Defendants do not remove them from their list of “intensely screened” breeders.
- n. Indeed, as illustrated by the Plaintiffs’ stories below, many PBB customers receive unhealthy dogs or dogs that are otherwise unfit for sale. Their stories, along with the stories of numerous other PBB customers, make clear that PBB customers can be anything but “confident” that they will receive a “happy” and “healthy” puppy when they purchase a dog from Defendants.

B. Defendants’ Efforts to Flood the Market

- 21. In an effort to flood the market and make sure that any puppies purchased online are sold by Defendants, Defendants operate an inordinate amount of websites in addition to purebredbreeders.com.
- 22. PUREBRED BREEDERS has registered buypuppiesdirect.com as a fictitious name. On the buypuppiesdirect.com site, Defendants make the same or substantially similar representations as those made on the purebredbreeders.com site regarding its discerning selection of breeders and its assurance that those breeders follow a strict code of ethics.
- 23. Defendants also operate numerous websites under names that it has not registered with the State of Florida as fictitious names. On information and belief, Defendants have arranged to have a website for every major breed of dog in every state so that any potential customers searching online for breeders of a particular breed of dog in his or her own state will return a PBB website. Customers are misled to believe that these websites

will show dogs bred in their own state, when in fact in most cases the puppies listed on these state-specific sites are not actually bred by breeders in that state, but instead come from large-volume commercial breeders around the country.

24. For instance, if you perform a Yahoo search on the internet for “Florida Golden Retriever breeders” one of the first results to be returned is www.floridagoldenretrieverbreeders.com, which is operated by Defendants. On the site, Defendants make the same or substantially similar representations as those made on the purebreedbreeders.com site regarding its discerning selection of breeders and its assurance that those breeders follow a strict code of ethics.
25. If you perform a Yahoo search for “Florida Chihuahua breeders” one of the first results to be returned is www.floridachihuahuabreeders.com, which is operated by Defendants. On the site, Defendants make the same or substantially similar representations as those made on the purebreedbreeders.com site regarding its discerning selection of breeders and its assurance that those breeders follow a strict code of ethics.
26. If you perform a Yahoo search for “Florida Pug breeders” one of the first results to be returned is www.floridapugbreeders.com, which is operated by Defendants. On the site, Defendants make the same or substantially similar representations as those made on the purebreedbreeders.com site regarding its discerning selection of breeders and its assurance that those breeders follow a strict code of ethics.
27. If you perform a Yahoo search for “Florida King Charles breeders” one of the first results to be returned is www.floridacavalierbreeders.com, which is operated by Defendants. On the site, Defendants make the same or substantially similar

representations as those made on the purebreeders.com site regarding its discerning selection of breeders and its assurance that those breeders follow a strict code of ethics.

28. If you perform a Yahoo search for “Florida Chinese Crested breeders” one of the first results to be returned is www.floridachinesecrestedbreeders.com, which is operated by Defendants. On the site, Defendants make the same or substantially similar representations as those made on the purebreeders.com site regarding its discerning selection of breeders and its assurance that those breeders follow a strict code of ethics.
29. The same is true if you perform a yahoo search for the same breeds and almost any other state.

C. The Plaintiffs’ Experiences With Purebred Breeders, LLC

30. Each of the Plaintiffs purchased a puppy from Defendants over the internet after reviewing the representations Defendants make on their websites regarding the puppies they sell and the breeders they work with. Plaintiffs would not have purchased their puppies from Defendants but for Defendants’ false assurances that the puppies they sell are healthy, and are from reputable, responsible breeders.
31. Plaintiff Jennifer Papa purchased a dog in April 2011 through www.newjerseygoldendoodlebreeders.com, one of Defendants’ many websites, which appear to sell dogs from local breeders. On that website, Defendants make the following claim, which is substantially similar to claims they make on all of their other websites: “We like to go the extra mile when we connect you to the newest member in your family. When you take home a pup from NewJerseyGoldendoodleBreeders.com, you can be certain that your little one has been screened for health concerns not once, not twice but three times!” Ms. Papa reviewed this claim when deciding to purchase through

Defendants' website. Ms. Papa purchased a dog that was represented to be a "mini goldendoodle" for close to \$2,000. The dog arrived from a breeder in Florida, not from a local breeder in New Jersey. An initial visit to the veterinarian revealed that Ms. Papa's dog, Lola, had a double ear infection. Subsequently, Lola became lethargic, weak, and generally unwell, and another visit to the veterinarian revealed a continuing double ear infection as well as fever, swollen lymph nodes, and blistering on her face, demonstrating Lola was unfit for purchase at the time of sale. Ms. Papa took Lola to an emergency veterinary clinic where she was admitted for three nights during which she received IV treatments and numerous diagnostic tests. Eventually Lola was diagnosed with an autoimmune disease called Puppy Strangles, and treated with high doses of antibiotics, steroids, and continuing ear treatments. Ms. Papa's children were heartbroken at the thought of losing the puppy they finally had in their home and had fallen in love with. Ms. Papa took Lola back to the veterinarian for numerous follow-up visits and additional treatments, and ultimately spent large sums of time and money to get Lola in the condition she should have been in when she arrived.

32. In addition, the dog Ms. Papa purchased was not, in fact, a mini goldendoodle as had been promised. Ms. Papa had DNA tests performed on Lola to ascertain her genetic make-up, which confirmed that she is neither "mini" nor even a "goldendoodle," and will be much larger than Ms. Papa had bargained for.

33. Plaintiff Philip Michas and his partner Jennifer Bennett, who are members of The Humane Society of the United States and are opposed to puppy mills, purchased a puppy from Defendants, via Defendants' website Buypuppiesdirect.com, in June 2008. Mr. Michas paid over \$1600 for their dog, Happy, based on the above representations made

on Defendants' website and in oral communications, including the Defendants' assurances of the dog's good health and veterinary exams prior to sale, and assurances that the company deals only with the most responsible breeders. When Mr. Michas and Ms. Bennett picked up Happy at the airport in New York City, where they lived at the time, they were overcome by the horrible stench of urine and feces covering Happy's crate – so much so that they discarded the crate at the airport. Shortly after Happy arrived, he became very sick. Within a day of his arrival, Happy was having severe diarrhea and was not eating or drinking. Mr. Michas and Ms. Bennett's veterinarian examined and tested Happy and diagnosed him with both giardia and parvovirus – two ailments common to dogs bred in unsanitary, overcrowded puppy mills but rarely found in dogs raised by responsible, quality breeders. Parvovirus is a very serious, and highly contagious condition. Due to the incubation periods for both giardia and parvovirus, the veterinarian concluded that Happy had contracted both conditions prior to being shipped from the breeder. Ultimately, but not before Happy had been subjected to numerous rounds of intravenous fluids and medications as well as feeding tubes, Happy recovered from his illnesses. Mr. Michas and Ms. Bennett spent thousands of dollars on Happy's medical care in those first couple of weeks after his arrival, despite having paid a premium for a dog they were led to believe would be of the highest quality, and in good health, from a responsible breeder.

34. Subsequent to Happy's arrival and upon learning of his illness, Mr. Michas and Ms. Bennett undertook to learn more about Happy's breeder, located in Texas. Despite the repeated assurances noted above on Defendants' website that PBB is opposed to and does not deal with puppy mills, Happy's breeder appeared to be just that, a puppy mill.

Indeed, Continental Airlines informed Mr. Michas and Ms. Bennett that Happy's breeder was in the business of shipping an average of 25 puppies per month – far more than any responsible breeder would be producing every month.

35. Plaintiff Karen Leland and her husband purchased a beagle puppy, whom they named Zoey, through Defendants' alias Buypuppiesdirect.com in November 2008: Despite Defendants' assurances of working with only the most upstanding breeders who produce healthy puppies, Zoey became very sick soon after arrival and was diagnosed with anemia, pneumonia, giardia and coccidia. In addition, the veterinarian noted that Zoey's



health records from the breeder were incomplete, and Zoey had not received the proper vaccinations despite Defendants' assurances to the contrary, and in violation of section 828.29, Florida Statutes. In spite of the veterinarian's best

efforts and Ms. Leland and her husband's expenditure of many hundreds of dollars to save her, Zoey died. Ms. Leland was and still is grief-stricken by the experience of losing a puppy that she was led to believe would arrive in good health from a quality breeder.

36. Plaintiff Michelle Lee found her dog Zoey in April 2009 on one of Defendants' many websites, www.illinoislabradorbreeders.com, on which Defendants make substantially the same claims set forth above concerning the quality of the dogs they sell and the quality of the breeders they associate with. Ms. Lee paid over \$1600 for her dog based

on these assurances and representations. In addition to the representations on the website, Ms. Lee was assured by one of Defendants' sales staff/employees/agents that her dog would be examined by a veterinarian to ensure her good health prior to shipment, and would be dewormed and treated for parasites. Within a day of picking up Zoey at the Chicago airport, where she arrived from a breeder in Arkansas, and not from a breeder in Illinois. Ms. Lee took Zoey to the veterinarian for a wellness check. The veterinarian immediately questioned Zoey's origins because he pulled numerous live ticks off of her and noted dozens of dried and scabbed tick bites on her skin. He also diagnosed her with earmites, hookworm, and an ear infection, for which she needed medication and treatment. It took nearly six weeks before the veterinarian was able to give Zoey a clean bill of health, which meant that during that six weeks Ms. Lee was unable to put Zoey in puppy training classes or board her, in turn creating tremendous impediments to Ms. Lee's fulfillment of her professional obligations.

37. Plaintiff Michael Ulery and his wife Sylvia Browne located their golden retriever, Mercedes, on www.Californiagoldenretrieverbreeders.com, one of Defendants' many websites that appear to present dogs from local breeders. In December 2008, Mr. Ulery and Ms. Browne paid Defendants \$1450 for Mercedes, a cost that they believed would ensure a healthy dog from a quality breeder. Instead, they received a dog who was sick on arrival, who came not from a local breeder but from a commercial kennel in Indiana, and was diagnosed at her first health check with giardia – a parasite frequently found in dogs bred in sub-standard conditions. Mercedes also suffered from urinary tract issues which caused blood in her urine and frequent urination. Her illness took a great toll on the whole family. When Mr. Ulery called the breeder to complain, the breeder told Mr.

