

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
CLERK OF THE 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://purebreedbreeders.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

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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://purebredbreeders.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://purebredbreeders.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://acisearch.aphis.usda.gov/LPASearch/faces/pdfpage.jspx?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://acisearch.aphis.usda.gov/LPASearch/faces/pdfpage.jspx?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 purebredbreeders.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.floridachinesecestredbreeders.com, which is operated by Defendants. On the 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.
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.

Ulery to simply put the dog down, because that's what she would do if the dog were returned to her. Mr. Ulery and Ms. Browne would do no such thing, and instead spent thousands of dollars to get Mercedes in good health and in the condition they expected her to be in when they first received her.

38. Plaintiff Shelly Erickson purchased her dog, Bentley, from Defendants in April 2009.



When Ms. Erickson picked up Bentley at the airport he was filthy, and had numerous ticks embedded in his skin. The veterinarian who examined Bentley the day after his arrival noted that she had never seen a dog arrive from a breeder in such poor condition. He had infections in

his ears, swelling from the tick bites, large amounts of tartar on his teeth, and an abdominal hernia. In addition, although Ms. Erickson was told by the Defendants that her dog was 8 months old, Ms. Erickson's veterinarian, as well as another veterinarian who examined Bentley, believed that Bentley was at least 1.5 years old. They also both agreed that Bentley is not a puggle - the breed Defendants represented him to be.

39. Plaintiff Kate Bonner purchased a bulldog puppy from Defendants in June 2011 after reviewing Defendants' representations concerning the health of the dogs they sell and the breeders they associate with. Ms. Bonner paid over \$3500 for the dog. The puppy, who Ms. Bonner named Elliot, arrived at the cargo loading area of the airport in a U-Haul truck, along with numerous other dogs in cages. He had been transported to Florida from the breeder's facility in Missouri. The truck was filthy, and infested with fleas. That

same evening Elliot began whining and yelping, and was suffering from diarrhea and



acting generally unwell. Ms. Bonner took him the veterinary clinic where he was given antibiotics. His condition continued to deteriorate with coughing and other respiratory

discomfort, and Ms. Bonner took him again to the clinic where he was given a preliminary diagnosis of kennel cough and pneumonia. He was subsequently hospitalized for IV fluids and antibiotics, and further testing resulted in a positive diagnosis for parainfluenza as well as other microorganisms. After Elliot was released, Ms. Bonner was required to continue treating him at home with nebulization treatments and medication. Today Elliot is doing much better, thanks to the many hundreds of dollars Ms. Bonner spent on his care, along with much heartache. Ms. Bonner never expected to go through such an ordeal with a dog she spent over \$3,500 on a puppy that Defendants led her to believe would arrive “healthy and happy.”

40. Plaintiff Kellie Doyle purchased a bulldog puppy from Defendants in November 2010, for over \$2,000. When she received her puppy, who she named Harley, he was very sick with a persistent cough of the type frequently found in puppies bred in puppy mills (commonly referred to as kennel cough). Harley was put on several rounds of antibiotics that failed to cure the cough, which only continued to get worse until Harley was ultimately diagnosed with pneumonia, hospitalized for three days, and given stronger antibiotics, all at great expense and heartache for Ms. Doyle. After she took him home

from the hospital Ms. Doyle continued to give Harley home treatments to resolve his condition. Ms. Doyle spent thousands of dollars on Harley's care in those days immediately following his arrival to get him into the condition she expected him to be in from the start.

41. Plaintiff Kenneth Magee purchased a puppy from Defendants in March 2009 for his twelve year old daughter. The puppy, who Mr. Magee's daughter named Teddy, was sick on arrival, with severe vomiting and diarrhea, as well as a skin condition on his face that the veterinarian attributed to stress. Mr. Magee's ex-wife, Claudia Dorsch, made numerous trips to the veterinary clinic in the days following Teddy's arrival to treat his condition. Teddy also exhibited numerous behavioral problems, including biting and nervousness, which led the family to send Teddy to a rescue operation because they could not properly tend to his illness or behavior. Despite Defendants' assurances that the company only deals with reputable breeders and not puppy mills, Teddy came from a breeding facility that has been the subject of numerous complaints by consumers as well as by the USDA, which found the breeder to be operating in violation of the federal Animal Welfare Act.

42. Plaintiff Nicole Saia and her husband Matthew Allsup purchased two puppies from Defendants in September 2011. Ms. Saia and Mr. Allsup specifically told Defendants' sales person/employee/agent that they were looking for "teacup" sized Shih tzus, and not the larger Shih tzus. Defendants' sales person/employee/agent told Ms. Saia that there is a breed of Shih tzus called "imperial" Shih tzus, which are smaller than the other Shih tzu dogs. The salesperson engaged in a very hard sell and convinced Ms. Saia to purchase two "imperial" Shih tzus; she stated that the puppies would be no more than 5-6 pounds

when full grown. Ms. Saia and Mr. Allsup paid as much as they did for the puppies only because they believed they were paying for “imperials.” However, the puppies are currently less than half a year old and are already over 6 pounds each. They are not “imperial” Shih tzus. In addition, Ms. Saia and Mr. Allsup relied on Defendants’ repeated statements on their website and in phone conversations that the puppies would be of the best quality, and completely healthy. However, one of the puppies has been diagnosed with a medial luxating patella that is likely to require surgery to correct. The puppy’s leg has already begun to give out on him when he is walking, and Ms. Saia and Mr. Allsup anticipate spending a considerable amount of money to remedy the problem in the future.

**COUNT I—VIOLATION OF FLORIDA’S DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT AGAINST PBB AND HALBERG**

43. Plaintiffs reallege and incorporate paragraphs 1 through 42 as if fully restated herein.

44. This is a count for Defendants PUREBRED and HALBERG’s violation of Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”), as provided by §§ 501.201-.213, Florida Statutes.

45. At all times material, Defendants were, and continue to be, engaged in the business of the retail sale of puppies.

46. Defendants have engaged in a pattern and practice of doing business through various deceptive, unfair, and unconscionable trade practices likely to mislead Plaintiffs in violation of FDUTPA.

47. Defendants’ deceptive, unfair, and unconscionable trade practices include misrepresenting to Plaintiffs through their websites that they sold only healthy puppies from reputable breeders that were thoroughly screened and required to follow preferred

breeding practices—not from sub-standard facilities exhibiting the hallmarks of puppy mills, and failing to advise Plaintiffs of the actual sources of the puppies they purchased, and, in some cases, even misrepresenting the age and breed of the puppy.

48. Defendants' have also violated FDUTPA by violating section 828.29, Florida Statutes, ("Puppy Lemon Law") which is a statute that proscribes unfair, deceptive, or unconscionable acts or practices in the sale of dogs. *See* §501.203(3)(c)(defining FDUTPA violation as the violation of "Any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.").

49. Defendants have violated the Puppy Lemon Law by attempting to limit or eliminate the remedies consumers are entitled to under Florida law upon purchasing a dog from a pet dealer.

50. The Terms and Conditions of Sale Agreement violates the Puppy Lemon Law and FDUTPA by:

- a. Attempting to deprive consumers of the statutory remedies available for buying a puppy that was unfit for purchase due to illness or disease, the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites at the time of sale;
- b. Attempting to deprive consumers of the statutory remedies available for buying a puppy that was unfit for purchase due to a congenital or hereditary disorder;
- c. Attempting to deprive consumers of the statutory remedies available for buying a puppy that is not of the breed, sex, or health represented;

- d. Attempting to deprive consumers of the statutory remedies available after death of a purchased puppy;
 - e. Imposing requirements on the purchaser of a puppy that are greater than those permitted by the Puppy Lemon Law, such as delivery to Defendants of a veterinary examination report within 4 days of receiving the puppy, when the law allows a minimum of 14 days, and up to 1 year in certain circumstances; and
 - f. Attempting to disclaim any and all implied warranties of merchantability and fitness, in violation of the Puppy Lemon Law.
51. Defendants' deceptive, unfair, and unconscionable trade practices offend the established public policy of the State of Florida and are immoral, unethical, oppressive, unscrupulous, and substantially injurious to Plaintiffs.
52. Plaintiffs were damaged as a direct and proximate result of Defendants' misrepresentations or omissions in that they purchased unhealthy and/or genetically defective puppies from Defendants.
53. As a result of Defendants' deceptive, unfair, and unconscionable acts and trade practices, Plaintiffs paid a premium price for puppies that were not healthy, happy, or bred by reputable breeders, and have incurred veterinary and animal hospital expenses to treat their puppies for the illnesses and conditions they were suffering.
54. Defendants have refused to reimburse Plaintiffs for veterinary and animal hospital expenses that they incurred as a result of Defendants' deceptive, unfair, and unconscionable trade practices.
55. Defendants have refused to refund the purchase price for unhealthy and/or genetically defective puppies sold by Defendants to Plaintiffs.

WHEREFORE, Plaintiffs pray for actual damages against Defendants PUREBRED and HALBERG, including the puppy purchase price and any associated charges, such as transportation expenses, all monies expended by Plaintiffs for care and treatment of the animals, including veterinary expenses and medications, injunctive relief under section 501.211(1), Florida Statutes, the costs of bringing this action, attorneys' fees, as permitted by section 501.2105, Florida Statutes, prejudgment interest, and for such further relief the Court deems just and proper.

**COUNT II—BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
AGAINST PBB AND HALBERG**

56. Plaintiffs reallege and incorporate paragraphs 1 through 42 as if fully restated herein.
57. Section 672.314(1), Florida Statutes, provides that “a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind.”
58. The puppies sold by Defendants to Plaintiffs constitute “goods” as that term is defined in section 672.105(1), Florida Statutes.
59. At all times relevant to this Complaint, Defendants have dealt regularly in the sale of puppies and therefore are “merchants” as that term is defined in section 672.104, Florida Statutes.
60. Defendants, as merchants who hold themselves out as having knowledge or skill peculiar to their practice as sellers of puppies, implicitly warrant that the puppies they sell are healthy, fit, and suitable for consumer purchase and ownership. § 672.315, Fla. Stat.
61. Defendants sold puppies to Plaintiffs that suffer or suffered from genetic defects, congenital defects, internal parasites, contagious diseases, and illnesses, among other disorders.

62. By selling puppies who were not healthy, genetically fit, or suitable for consumer ownership, Defendants sold puppies to Plaintiffs that were not "fit for the ordinary purposes for which such goods are used" pursuant to section 672.314(2)(c), Florida Statutes.
63. By selling puppies who were not healthy, genetically fit, or suitable for consumer ownership, Defendants sold unmerchantable puppies to Plaintiffs.
64. Plaintiffs could not tell from inspection of the puppies sold by Defendants that they were damaged and of inferior quality because the defects were latent and could not be discovered until the puppies were inspected by veterinary professionals and/or until the puppies exhibited signs of their illnesses.
65. Plaintiffs reasonably relied on Defendants' judgment in providing healthy, suitable, and merchantable puppies.
66. By selling puppies that were not healthy, genetically fit, or suitable for consumer ownership, Defendants breached the implied warranty of merchantability in violation of section 672.314, Florida Statutes.
67. In compliance with section 672.607(3)(a), Florida Statutes, Plaintiffs notified Defendants that they sold sick and/or defective puppies to Plaintiffs within a reasonable time after discovering that their puppies were sick and/or defective.
68. Defendants' attempt to disclaim any and all implied warranties of merchantability and fitness in the Terms and Conditions of Sale Agreement is unenforceable and/or void in that it violates Florida public policy and the Puppy Lemon Law.
69. As a result of Defendants' breach of the implied warranty of merchantability in violation of section 672.314, Florida Statutes, Plaintiffs paid a premium price for puppies that were

sick and/or defective, and have incurred veterinary and animal hospital expenses to treat their puppies for illnesses and conditions that in fact made the puppies unfit for sale when Defendants sold the puppies to Plaintiffs.

WHEREFORE, Plaintiffs pray for actual, consequential, and incidental damages against Defendants PUREBRED and HALBERG, including the puppy purchase price and any associated charges, such as transportation expenses, all monies expended by Plaintiffs for care and treatment of the animals, including veterinary expenses and medications, prejudgment interest, and for such further relief the Court deems just and proper.

**COUNT III—BREACH OF EXPRESS WARRANTY AGAINST
PBB AND HALBERG**

70. Plaintiffs reallege and incorporate paragraphs 1 through 42 as if fully restated herein.

71. The puppies sold by Defendants to Plaintiffs constitute “goods” as that term is defined in section 672.105(1), Florida Statutes.

72. At all times relevant to this Complaint, Defendants have dealt regularly in the sale of puppies and therefore are “merchants” as that term is defined in section 672.104, Florida Statutes.

73. The Terms and Conditions of Sale Agreement provides an express warranty or “guarantee” that the puppies sold by Defendants to Plaintiffs do not have any genetic or hereditary diseases.

74. Furthermore, Defendants made express warranties on their websites that they sold only healthy puppies from reputable breeders that were thoroughly screened and required to follow preferred breeding practices, and specifically warrantied that they did not sell puppies from puppy mills or other sub-standard breeders.

75. Notwithstanding Defendants' express warranties, they sold puppies to Plaintiffs that were not healthy, that came from disreputable breeders running inhumane, sub-standard facilities that exhibit the hallmarks of puppy mills, and that suffered from genetic and hereditary diseases and/or contagious and infectious diseases.

76. Plaintiffs could not tell from inspection of the puppies sold by Defendants that they were unhealthy, came from disreputable breeders, and suffered from genetic, hereditary, infectious, and contagious diseases because these defects were latent and could not be discovered until the puppies were inspected by veterinary professionals and/or until the puppies exhibited signs of their illnesses.

77. Plaintiffs reasonably relied on Defendants' express warranties described above.

78. By selling puppies that were not healthy, that came from disreputable breeders, and that suffered from genetic, hereditary, contagious, and infectious diseases, Defendants breached the express warranties in violation of section 672.313, Florida Statutes.

79. In compliance with section 672.607(3)(a), Florida Statutes, Plaintiffs notified Defendants that they sold unhealthy puppies within a reasonable time after discovering that their puppies were unhealthy.

80. As a result of Defendants' breach of express warranty in violation of section 672.313, Florida Statutes, Plaintiffs paid a premium price for puppies that were sick and/or defective, and have incurred veterinary and animal hospital expenses to treat their puppies for illnesses and conditions that in fact made the puppies unfit for sale when Defendants sold the puppies to Plaintiffs.

WHEREFORE, Plaintiffs pray for actual, consequential, and incidental damages against Defendants PUREBRED and HALBERG, including the puppy purchase price and any associated

charges, such as transportation expenses, all monies expended by Plaintiffs for care and treatment of the animals, including veterinary expenses and medications, prejudgment interest, and for such further relief the Court deems just and proper.

COUNT IV—BREACH OF CONTRACT AGAINST PBB

81. Plaintiffs reallege and incorporate paragraphs 1 through 42 as if fully restated herein.
82. Plaintiffs and Defendant PBB entered into the standard form Terms and Conditions of Sale Agreement attached hereto as Exhibit A.
83. The substance of this contract is the subject of statutory regulation (Section 828.29, Florida Statutes) and as such the parties are presumed to have entered into their agreement with reference to such statutory regulation. *See Foundation Health v. Westside EKG Assocs.*, 944 So. 2d 188 (Fla. 2006); *Villazon v. Prudential Health Care Plans, Inc.*, 843 So. 2d 842, 852 (Fla. 2003); *Northbrook Prop. & Cas. Ins. Co. v. R & J Crane Serv., Inc.*, 765 So. 2d 836 (Fla. 4th DCA 2000); *Grant v. State Farm Fire and Cas. Co.*, 638 So. 2d 936 (Fla. 1994).
84. The rights and remedies provided to consumers in section 828.29, Florida Statutes, are therefore part of the contract between Defendants and Plaintiffs.
85. Defendants breached the contracts by selling Plaintiffs puppies that were unfit for sale due to illness, disease, or a congenital or hereditary disorder; had a contagious or infectious disease; had internal or external parasites; or were not of the breed or health represented by Defendants, and then refusing to do one of the following at the request of each Plaintiff:
- a. accept return of the puppy for a full refund of the purchase price, including sales tax, and reimbursement of veterinary costs expended to treat the puppy;

- b. accept return of the puppy in exchange for a puppy of the consumer's choice of equivalent value, and reimbursement of veterinary costs expended to treat the puppy; or
- c. reimburse the veterinary costs expended to treat the puppy while allowing the consumer to retain the puppy.

86. As a result of Defendant's breach of contract, Plaintiffs paid a premium price for puppies that were sick and/or defective, and have incurred veterinary and animal hospital expenses to treat their puppies for illnesses and conditions that in fact made the puppies unfit for sale when Defendants sold the puppies to Plaintiffs.

WHEREFORE, Plaintiffs pray for actual, consequential, and incidental damages against Defendants PUREBRED and HALBERG, including the puppy purchase price and any associated charges, such as transportation expenses, all monies expended by Plaintiffs for care and treatment of the animals, including veterinary expenses and medications, attorneys' fees under section 57.105(7), Florida Statutes, prejudgment interest, and for such further relief the Court deems just and proper.

COUNT V—FRAUDULENT INDUCEMENT AGAINST
PBB AND HALBERG

87. Plaintiffs reallege and incorporate paragraphs 1 through 42 as if fully restated herein.
88. Defendants PUREBRED and HALBERG misrepresented material facts regarding, *inter alia*, their process of selecting and screening breeders, their requirements for breeders to follow certain preferred breeding practices, and the health and history of the dogs they were selling.

89. Defendants PUREBRED and HALBERG knew or should have known of the falsity of the statements.

90. Defendants PUREBRED and HALBERG intended that their representations would induce Plaintiffs to rely and act upon them.

91. Plaintiffs suffered injury in reasonable reliance on Defendants' representations.

92. Defendants' fraudulent misrepresentations and omissions were material to the Plaintiffs' decision to purchase puppies online from Defendants. But for Defendants' pattern and practice of making false, fraudulent, and misleading statements and omissions to prospective customers, Plaintiffs would not have purchased puppies from Defendants.

93. Plaintiffs relied on the aforesaid misrepresentations and omissions when purchasing puppies online from Defendants, and in so relying were using ordinary care.

94. Plaintiffs were damaged as a direct and proximate result of Defendants' misrepresentations or omissions in that they purchased sick and/or genetically defective puppies from Defendants.

95. Defendants' intentional, willful and malicious misrepresentations and omissions induced Plaintiffs to purchase these puppies, which they did not know were obtained from the breeders with the cheapest prices rather than reputable breeders who had been screened by Defendants.

WHEREFORE, Plaintiffs pray for actual, consequential, and incidental damages against Defendants PUREBRED and HALBERG, including the puppy purchase price and any associated charges, such as transportation expenses, all monies expended by Plaintiffs for care and treatment of the animals, including veterinary expenses and medications, and the costs of bringing this action, prejudgment interest, and for such further relief the Court deems just and

proper. Furthermore, Plaintiffs reserve the right to amend this action to seek punitive damages pursuant to section 768.72, Florida Statutes.

COUNT VI—NEGLIGENT MISREPRESENTATION
AGAINST PBB AND HALBERG

96. Plaintiffs reallege and incorporate paragraphs 1 through 42 as if fully restated herein.
97. Defendants PUREBRED and HALBERG misrepresented material facts regarding, *inter alia*, their process of selecting and screening breeders, their requirements for breeders to follow certain preferred breeding practices, and the health and history of the dogs they were selling.
98. Defendants knew of the misrepresentations or made the misrepresentations without knowledge as to the truth or falsity of the misrepresentations, or made the misrepresentations under circumstances in which Defendants ought to have known of the falsity of such misrepresentations.
99. Defendants' intended that the misrepresentations would induce Plaintiffs to rely and act upon them.
100. Plaintiffs suffered injury in justifiable reliance on Defendants' representations.
101. Defendants' negligent misrepresentations and omissions were material to the Plaintiffs' decision to purchase puppies online from Defendants. But for Defendants' pattern and practice of making false or misleading statements and omissions to prospective customers, Plaintiffs would not have purchased puppies from Defendants.
102. Plaintiffs relied on the aforesaid misrepresentations and omissions when purchasing puppies online from Defendants, and in so relying were using ordinary care.

103. Plaintiffs were damaged as a direct and proximate result of Defendants' misrepresentations or omissions in that they purchased sick and/or genetically defective puppies from Defendants.

104. Defendants' misrepresentations and omissions induced Plaintiffs to purchase these puppies, which they did not know were obtained from the breeders with the cheapest prices or with readily available puppies, rather than reputable breeders who had been screened by Defendants.

WHEREFORE, Plaintiffs pray for actual, consequential, and incidental damages against Defendants PUREBRED and HALBERG, including the puppy purchase price and any associated charges, such as transportation expenses, all monies expended by Plaintiffs for care and treatment of the animals, including veterinary expenses and medications, and the costs of bringing this action, prejudgment interest, and for such further relief the Court deems just and proper.

JURY TRIAL DEMANDED

Plaintiffs hereby demand that the claims asserted be tried by a jury.

Respectfully submitted,



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Kimberly D. Ockene
Aaron Green
Animal Protection Litigation
The Humane Society of the United States
2100 L Street NW
Washington, DC 20037
(202) 285-1388



Purebred Breeders

Phone: (800) 241-3838

Fax: (888) 479-5777

LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: [redacted] Breed: Golden Retriever Male or Female
Buyer's Name: [redacted] Email: [redacted]
Phone #: [redacted] 2nd Phone #: [redacted]

Parties:

1. PUREBRED BREEDERS, LLC shall hereinafter be referred to as the "Seller." The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the "Buyer." The vendor who supplied the puppy shall hereinafter be referred to as the "Breeder."

Genetic and Hereditary Disease:

2. The Buyer must have the puppy examined by a licensed veterinarian within two (2) days of receipt of the puppy excluding Sunday and holidays. A copy of the examination (vet report) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. Failure to comply will render this guarantee void.
3. The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the guarantee to remain in effect you must keep receipts and records to verify that you have taken your pet to a duly licensed veterinarian for checkups and all required immunizations.
4. In the unlikely event of the death of the puppy within one (1) year from its birth due to genetics, the Breeder shall replace the pet with another of equivalent value at no cost to the Buyer within 120 days. All conditions set forth in paragraph 20 shall apply.
5. In the event of the death of the puppy, due to genetics, after the first year of birth, the Seller shall issue a credit in the amount of 45% of the original cost towards the purchase of a replacement puppy of equivalent value to the Buyer within the 120 day respective period. The conditions set forth in paragraph 20 shall apply.
6. If the Buyer declines the replacement puppy, then the Seller and Breeder shall be under no further obligation and it will be deemed that the Buyer has released the Seller and Breeder from any and all further claims.
7. In case of severe knee, elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet OFA's standard submission requirements.
8. The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include shipping costs, health certificate, shipping crate or any additional prices declared by the Buyer.
9. This guarantee is non-transferable. In the event this guarantee is exercised, the registration papers must be returned to the Seller.
10. All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.
11. The Breeder is solely responsible for supplying the registration papers. Registration papers for all registered puppies will be sent by regular mail, which could take up to six months. Any costs to obtain new or renewal registration papers are the sole responsibility of the Buyer. If the papers are lost, the Breeder will assist the Buyer in obtaining new papers at the Buyer's expense.
12. The Seller makes every effort to provide accurate and up-to-date information on the website regarding the puppies they sell. This information includes, but is not limited to, breed, gender, color, date of birth, weight, parent's weight and registration. The Seller relies on their network of Breeders to accurately post hundreds of puppies on their website and is not responsible for typographical or photographic errors.
13. Usually the puppy will ship within 7 to 10 days, but occasionally a puppy may need additional time with the Breeder before shipping. The final determination of the shipping date for the puppy is made by the Breeder and the Breeder's veterinarian, with the health of the puppy being the overriding factor.

Initial: [redacted]



Purebred Breeders

Phone: (800) 241-3838
Fax: (888) 479-5777

14. In the event of any litigation in connection with this contract, the Seller will be paid reasonable attorney fees by the Buyer. Venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Miami-Dade County, Florida. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.
15. An administrative fee of \$495.00 shall be retained by the Seller should the Buyer decide to cancel anytime prior to shipping. This fee is to reimburse the Seller for out-of-pocket expenses and overhead costs associated with the transaction.
16. Transportation of the puppy is arranged through third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. The Seller shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. The seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If Buyer must return puppy for any reason, it will be on a surrender basis only with no refund or store credit.

English Bulldog Guarantee Limitations:

19. English Bulldogs are only covered for a period of one (1) year from original purchase date. During which time, this guarantee does not cover what in Bulldog breeds we consider normal: Cherry Eye, Entropion, "loose hips", skin allergies, elongated soft palate, small trachea.

Limitations of Lifetime Guarantee:

20. The Seller defines "Lifetime" referred herein as a period of ten (10) years from the puppy's date of birth. The first year of the guarantee is covered by the Breeder; years 2 - 10 are covered by the Seller. The dog must be in good physical condition. In the unlikely event said puppy is found to have a congenital or genetic defect that is life-threatening, a statement from 2 different licensed DVM's (Doctor of Veterinary Medicine) of Buyer's choosing confirming such an event and cause is required before any action will be taken by the Seller. Seller reserves the right to a third opinion of Seller's choosing to determine the Congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Breeder. All shipping costs are paid by the Buyer. No replacement will be given if the female has been bred. All laboratory verification must be done by a licensed, DVM, Doctor of Veterinarian Medicine. No replacement will be given if breeds that are known to be prone to hip dysplasia are over weight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian and understands that he/she will be responsible for all payments. This guarantee does not cover any of the following conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Ringworms) Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Inguinal, Perineal, or Diaphragmatic), Heart Murmur grades I, II or III, Patella Luxation grades I, II or III. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. You must follow PUREBRED BREEDERS, LLC recommended nutritional program, including feeding only premium dog foods and NuVet vitamin supplement listed in the paperwork that we give you at the time of purchase. You must retain all receipts for food and vitamins to show you are abiding by this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. All the above mentioned conditions must be met or all guarantees above mentioned will be void. Temperament issues are not covered under this guarantee as they can be caused by a lack of training, discipline or proper dog socialization. The owner is responsible for all transportation costs to and from the Seller. If within one (1) year from the date of purchase from Breeder, a dog is found and certified by two (2) duly licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if Breeder is notified within two (2) business days of the veterinarian's determination, the breeder will provide a replacement puppy of equivalent value. The Breeder and/or seller are not responsible for any veterinarian fees, shipping costs or any other associated costs. Seller sells pets for companion purposes only. Seller does not guarantee against low-blood sugar (Hypoglycemia), or any other non-life threatening illnesses common to puppies. This contract is not valid outside the United States.
21. This agreement represents the total agreement between the Seller and the Buyer and no other terms or conditions shall be valid to this sale. The Buyer has read this agreement and agrees to the terms and conditions herein.

I, the purchaser of a puppy from PUREBRED BREEDERS, LLC, hereby acknowledge that I have received a copy of this document as well as described herein pertaining to my pet's health inspection signed by veterinarian. Further, I accept the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and I waive and relinquish any other rights that I might otherwise have in the event of such occurrence. This agreement represents the total agreement between PUREBRED BREEDERS, LLC and the buyer and no other terms or conditions shall be valid to this sale. The purchaser acknowledges that he or she has read, understands and agrees to the terms of this document. No cash or credit card refunds. A store credit, valid for 90 days, shall be issued.

Buyer's Signature: _____

Date of Purchase: _____

PLEASE COMPLETE AND FAX BACK TO: **1-888-479-5777**