

1. Plaintiff, CHRISTINE HASLET is, and at all relevant times herein mentioned was, an individual residing in the County of San Diego, State of California, and is an officer and director of LUCKY PUP DOG RESCUE.
2. Plaintiff, STEVEN HASLET is, and at all relevant times herein mentioned was, an individual residing in the County of San Diego, State of California, and is an officer and director of LUCKY PUP DOG RESCUE.
3. Plaintiff LUCKY PUP DOG RESCUE (“Lucky Pup”) is a California Public Benefit Corporation founded in 2011 for the purpose of rescuing abandoned dogs from animal shelters and other locations, before they are euthanized or otherwise left without care.
4. Defendant, CATHERINE SACKS (“Sacks”), is, and at all relevant times herein mentioned was, an individual residing in the City of El Cajon, County of San Diego, California.
5. Plaintiffs are informed and believe and thereupon allege that Defendant SCMK ENTERPRISES, INC. (“SCMK”) is a California corporation doing business as SHELTER DOGS TO DREAM DOGS, located in the City of El Cajon, County of San Diego, California.
6. The true names and capacities, whether individual, corporate, associate or otherwise, of defendants, DOES 1 through 10, inclusive, are unknown to Plaintiffs, who therefore sues these defendants by their fictitious names. Plaintiffs are informed and believe, and based upon this information and belief allege, that each of the defendants designated herein as a fictitiously named defendant is in some manner responsible for the events and happenings herein referred to, either contractually or tortuously, and caused damage to Plaintiffs as herein alleged. When Plaintiffs ascertain the trues names and capacities of DOES 1 through 10, inclusive, it will ask leave of this Court to amend its Complaint by setting forth the same.

7. Plaintiffs are informed and believe, and thereon allege, that each of said defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences or transactions alleged herein.

8. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, each of the defendants was and is the agent, servant and employee of each of the other defendants, and all of the things alleged to have been done by each defendant were done

in the capacity of and as agent of the other defendants.

9. At all times herein mentioned, defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the defendants, and each of them, aided and abetted the acts and omission of each and all the other defendants in proximately causing the damages herein alleged.

10. The contract which is the subject of this action was entered into and was to be performed within the judicial boundaries of the above-entitled Court. The above Court is the proper Court for the trial of this action.

GENERAL ALLEGATIONS

11. In or around May 20, 2014, Plaintiffs Christine Haslet and Steve Haslet, Director and Secretary respectively of Plaintiff Lucky Pup Dog Rescue (collectively "Plaintiffs") entered into a verbal agreement with Defendant Catherine Sacks ("Sacks") and Defendant SCMK Enterprises dba Shelter Dogs to Dream Dogs ("SCMK") (collectively "Defendants") in El Cajon, California, for the training of an approximately one-year-old twenty pound terrier mix named "Sandy" that Plaintiffs had rescued from the San Bernardino Animal Shelter just days before.

12. Defendant Sacks professes to be a highly skilled animal behavioral specialist and dog trainer who rehabilitates shelter dogs. Sandy was traumatized by his brief stay at the shelter and required socialization.

13. On May 21, 2014, Plaintiff Christine Haslet delivered Sandy to Sacks at Sacks' home to provide the needed training and socialization to help Sandy become more adoptable. Plaintiffs paid Sacks her required fee of \$1,000 for the first week of training, and \$800 the following week following favorable reports from Sacks on Sandy's progress.
14. Throughout the period from May 21 to June 6, 2014, Sacks posted public updates on Facebook that Sandy was continuing to do wonderfully. On June 6, 2014, impressed with Sacks' reports on Sandy's favorable progress, a Lucky Pup supporter made a \$2,500 donation for a total paid to Sacks of \$4,300, an amount sufficient to cover Sacks' services through June 18, 2014. Sacks responded that she would continue to work with Sandy indefinitely and "put him on a path to find a home in the right way." Following the training, Sacks was to deliver Sandy back to Plaintiffs for placement into a suitable foster and/or permanent home.
15. Following receipt of Plaintiffs' final payment of \$2,500, Sacks approached Plaintiffs regarding a rescue-to- rescue/relinquishment transfer, which, according to Sacks, would facilitate the placement of Sandy into a permanent home. Plaintiffs responded by providing Sacks with a "draft" relinquishment for Sacks' review but further advised Sacks to wait until Plaintiffs' return from Seattle before finalizing the rescue-to-rescue transfer. Sacks responded in writing that she understood she was to wait.
16. The following day, Sacks responded again to Plaintiffs with another email indicating she understood she was to wait for the final rescue transfer before taking any further action with respect to Sandy. Instead, however, Sacks transported Sandy to the Chula Vista Animal Shelter ("CVAS") that same day, where Plaintiffs believe that she presented the "draft" transfer, and falsely represented to CVAS that Sandy was her property. Plaintiffs further believe, and thereon allege, that Sacks falsified the relinquishment signature card indicating that Sandy had behavioral issues and

requested Sandy be “euthanized”. CVAS then created adoption documents dated June 7, 2014 that purport to show that Sacks, Chula Vista’s rescue partner P084734 “adopted” Sandy from Chula Vista Animal Care Facility and assigned him animal ID#A162673. Without questioning the authenticity of the “draft” transfer and without questioning Sacks story, and in the absence of any signs of aggression (no bites were reported on the intake form) CVAS euthanized Sandy that very day ignoring the mandated 72-hour hold.

17. Sacks continued to perpetuate her fraud upon Plaintiffs for days following Sandy’s death by continuing to report to Plaintiffs the animal’s training progress. On June 11, 2014, Sacks writes: “Sandy is doing fine, moving along slowly when it comes to really being able to be [sic] touch him ...” On June 15, 2014, upon receipt of the actual signed rescue-to-rescue transfer from Plaintiffs, Sacks writes: “Thank you. I will take it from here. Sandy is still unadoptable on a ‘normal dog for adoption scale’.” In reality, Sandy had been dead for eight days.
18. On June 20, 2014, nearly two weeks after having Sandy killed, Sacks sent a text message to Lucky Pup volunteer Denise Larkin, informing her of Sandy’s death.
19. Ms. Larkin conveyed the shocking news to Plaintiffs, and on June 21, 2014, Plaintiffs wrote to Sacks requesting additional information as to the circumstances surrounding Sandy’s death. On behalf of the nearly 2,500 Lucky Pup family of donors, volunteers, adopters and friends who were following Sandy’s progress at Sack’s Shelter Dog to Dream Dog program and Facebook posts, Plaintiffs expressed their sense of betrayal upon learning of the news of Sandy’s killing and without ever being consulted by Sacks prior to making such a drastic decision.
20. In her response to Plaintiffs, Sacks claimed Sandy was unadoptable and therefore had to be euthanized.
21. On July 14, 2014, Plaintiffs filed a request to San Diego Animal Control for an investigation into the killing of Sandy. The report was not immediately made available

to Plaintiffs. Plaintiffs were told that Sandy was “humanely euthanized” and that its investigation into the incident was closed. After months of investigation and public record requests, Plaintiffs would later receive a copy of the report, which included additional false information relating to the animal and its demise (referred to only by Chula Vista ID No: A162673). Plaintiffs would also later learn that Sacks had requested that the report not be provided to Plaintiffs for fear of “backlash” and “bad publicity” to the shelter.

22. Plaintiffs made numerous requests to Sacks for the return of the \$4,300 paid to Sacks for training Sandy, all of which were ignored. In August 2014, Plaintiffs were compelled to file a complaint in Small Claims Court, Case No. 37-2014-00309639-SC for the return of monies paid. On December 15, 2014, after finally being refunded the \$4,300, Plaintiffs filed a Request for Dismissal *without* prejudice.

23. According to public records, Sacks has taken more than 800 animals from the Chula Vista Animal Care Facility.

FIRST CAUSE OF ACTION

FRAUD

24. Plaintiffs incorporate all previous paragraphs as if fully set forth herein.

25. Beginning in May 2014 and continuing through June 2014, Defendant Sacks falsely and fraudulently and with the malicious intent to defraud and deceive Plaintiffs made written and oral representations and promises to Plaintiffs including but not necessarily limited to the following facts:

- That Sandy was making favorable progress in his training with Sacks through various public Facebook posts and text messages;
- That Sacks would continue to train Sandy and actively seek a home for Sandy following Sandy’s relinquishment to her;

- That Sandy was doing well and continuing to make progress even though in reality, Sacks had Sandy euthanized.

26. At no time was it discussed or ever imagined by Plaintiffs that Defendants would take Sandy to be euthanized, especially without so much as consulting with them first.

27. Beginning in May 2014 and continuing through December 2014, Defendants Sacks and SCMK falsely and fraudulently and with the malicious intent to defraud and deceive Plaintiffs, concealed or otherwise failed to disclose to Plaintiffs the real facts surrounding Sandy's death.

28. The representations made were false and then known by Defendants to be false in that Sacks despicably knew that she intended all along to convert the animal for her own use only after funds were paid to her by Plaintiffs for training Sandy. Moreover, Defendants acted with the despicable intent by maliciously scheming to increase Defendants' profits at Plaintiffs' expense and without any regard for Plaintiffs' or Sandy's interests.

29. The representations and promises, and acts of concealment of known facts were made with the intent to defraud Plaintiffs, and were made for the purpose of inducing Plaintiffs to rely upon them.

30. Plaintiffs were unaware of Defendants' intention not to perform the promises and representations and Plaintiffs acted in justifiable reliance upon the promises and representations, because their previous interactions with Defendants had given them no indication that they intended not to perform as represented.

31. At the time the representations and promises were made and at the time Plaintiffs took the actions herein alleged, Plaintiffs were ignorant of Defendants' secret intention not to perform in accordance with the representations and promises made to Plaintiffs. If Plaintiffs had known of the actual intentions of Defendants,

they would not have taken such action, or would have taken other action, in reasonable reliance thereon.

32. Plaintiffs reasonably believed and relied on said representations and promises made by Defendants because they had no reason to doubt their accuracy, and in reliance upon said Defendants, Plaintiffs were induced to take the action detailed herein, or to refrain from taking any action to protect Plaintiffs' or Sandy's interests.

33. As a further direct and proximate result of Defendants' fraud and deceit and the facts herein alleged, Plaintiffs have been further damaged in a sum according to proof at the time of trial.

34. As shown in the facts pleaded hereinabove, Defendants' conduct described in this complaint, all of which is incorporated herein by this reference, was intended by Defendants to cause injury to Plaintiffs or was despicable conduct carried on by the Defendants, with a cruel and unjust hardship in conscious disregard of Plaintiffs' rights, and was conducted with the intention to deprive Plaintiffs of property, legal rights or otherwise cause injury, such as to constitute malice under California Civil Code section 3294. Defendants', and each of their acts were done knowingly, willfully, and with malicious intent that subjected Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' rights, such that Plaintiff is entitled to punitive damages in an amount appropriate to punish or set an example of Defendant, in an amount to be determined by proof at trial.

SECOND CAUSE OF ACTION

BREACH OF CONTRACT

35. Plaintiffs incorporate all previous paragraphs as though fully set forth herein.

36. On or about May 21, 2014, Plaintiffs and Defendants entered into a verbal contract with the following essential terms, including *inter alia*:

COMPLAINT

- For \$800 per week, Sacks would provide training and socialization to Sandy on behalf of Plaintiffs in order to make Sandy more adoptable;
- Sacks would provide updates on Sandy's progress;
- Sacks would return Sandy and his crate back to Plaintiffs at the appropriate time.

37. Defendants breached the Contract by, *inter alia*, having Sandy euthanized after receiving the final payment from Plaintiffs, concealing Sandy's death from Plaintiffs for two weeks, and failing to return Sandy's crate and provide information to Plaintiffs regarding Sandy's remains.

38. Plaintiffs have performed all conditions, covenants and promises required by them on their part to be performed in accordance with the terms and conditions of the agreements, except those that were caused by Defendants' failure to perform under the terms of the contract.

39. Despite numerous demands by Plaintiff, defendants and each of them has failed and refused to perform all their obligations as represented under their agreement, all to Plaintiff's damage in an amount according to proof at trial, plus interest and attorney's fees and costs.

40. As a proximate result of the breach of the contract by Defendants Plaintiffs have been damaged in an amount according to proof, all as the result of Defendants', and each of their, failure to perform as promised and represented in the agreement.

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FOURTH CAUSE OF ACTION

CONVERSION

41. Plaintiffs incorporate all previous paragraphs as though fully set forth herein.

42. Plaintiffs had a right to possession of Sandy and Sandy's crate. The purported rescue-to-rescue transfer was invalid because it was procured through fraud and after Sandy's death.

43. Defendants exercised dominion over Plaintiffs' property and, in fact, killed Sandy rather than releasing him back to Plaintiffs following completion of his training. The exercise of dominion over Plaintiffs' property was wrongful and substantial.

44. As a proximate result of Defendants' conversion, Plaintiffs have suffered damages according to proof at the time of trial and that between the time of the Defendants' conversion of the abovementioned property and its own use, Plaintiffs have incurred damages for filing this action.

FIFTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

45. Plaintiffs incorporate all previous paragraphs as though fully set forth herein.

46. Defendants have engaged in acts or practices that constitute unfair business practices, as that term is defined in section 17200 *et seq.* of the California Business & Professions Code.

47. Defendants have violated, are violating, and plan to violate Business & Professions Code §§ 17200 *et seq.* through their unlawful, unfair and/or fraudulent business acts and practices.

48. Plaintiff is entitled to restitution, attorneys' fees and costs, and injunctive relief to prevent Defendants from continuing to engage in unlawful, unfair and/or fraudulent business practices.

PRAYER FOR RELIEF

Wherefore, PLAINTIFFS prays for judgment against the Defendants and each of them, jointly and severally, as follows:

1. For compensatory damages according to proof against all defendants;
2. For statutory damages according to proof against all defendants;
3. For attorney's fees and costs pursuant to Code of Civil Procedure section 1021.5 and any other applicable statutes;
4. For punitive and exemplary damages in an amount to be determined by the Court against all defendants;
5. For civil penalties pursuant to statute, restitution, injunctive relief and reasonable attorney's fees and costs incurred, according to proof; and
6. For such other and further relief as this Court deems proper.

Dated: October 21, 2016

By: _____
Bryan W. Pease
Attorney for Plaintiffs

VERIFICATION

COMPLAINT

We, Christine M. Haslet and Steven D. Haslet, are Plaintiffs in this action. We have read the foregoing First Amended Verified Complaint, and it is true of our own knowledge, except as to those matters stated on information and belief and, as to those matters, we believe them to be true.

We declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: October 21, 2016

Christine M. Haslet

Dated: October 21, 2016

Steven D. Haslet