

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;  
SYLVIA BROWNE; SHELLY ERICKSON;  
KENNETH MAGEE, individually and as next friend of  
DANIELLA MAGEE; KELLIE DOYLE; NICOLE  
SAIA; MATTHEW ALLSUP; KATE BONNER;  
DEBORAH MAZZA; MATT BENOIT; HEATHER  
BUNDY; JOHN DUGGAN; KIMBERLY OWENS;  
JANIS SCHECHTER; HOWARD SCHECHTER;  
JUSTIN RUTH MILES; PAMELA DEMUTH;  
KAYETTE OBRENSKI; MEGHAN MORGAN  
DEFINO; RYAN OPPERMAN; KATIE BRICKLEY;  
LISA BRICKLEY; LINDSEY ROLLINS; DAVID  
BONAVITA; BEVERLY GALLATIN; SHIRLEY  
BARDAY; AHAVIA SCHEINDLIN; FORREST  
KUCZMARSKI; CATHERINE SOBREDO;  
CHRISTY MARLOW; BARNEY WAHL;  
CORNELIA ION; KRISTEN NAPIER, BRUCE  
BERNSTEIN; NANCY BALL; LINDA FRATELLO;  
RICHARD STOTLER; ANN STOTLER; CYNTHIA  
VAN ORDEN; ALLISON FISHER; CELINE  
ALEGARDES; JAMES DEJACIMO; LESLIE  
MORGAN; SHEENA ALAVI; ROBYN ARNONE;  
VICTORIA MARCELLE; ALEX SHANE; VICTORIA  
SANCHEZ; STEVEN LABBIT; JACKI DALY;  
GRETCHEN GERULL; CAROL LOVELESS; JULIE  
WHEELER; ALMEDA HATCHER; JOHN PICKETT,  
III; and ROY GEMBERLING,

Plaintiffs,

vs.

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

Defendants.

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THE ORIGINAL  
FILED ON:  
MAY 31 2012  
IN THE OFFICE OF  
CIRCUIT COURT DADE CO., FL

AMENDED COMPLAINT

*Leopold Law, P.A.*

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**AMENDED COMPLAINT**

Plaintiffs, JENNIFER PAPA; PHILIP MICHAS; KAREN LELAND; MICHELLE LEE; MICHAEL ULERY; SYLVIA BROWNE; SHELLY ERICKSON; KENNETH MAGEE, individually and as next friend of DANIELLA MAGEE; KELLIE DOYLE; NICOLE SAIA; MATTHEW ALLSUP; KATE BONNER; DEBORAH MAZZA; MATT BENOIT; HEATHER BUNDY; JOHN DUGGAN; KIMBERLY OWENS; JANIS SCHECHTER; HOWARD SCHECHTER; JUSTIN RUTH MILES; PAMELA DEMUTH; KAYETTE OBRENSKI; MEGHAN MORGAN DEFINO; RYAN OPPERMAN; KATIE BRICKLEY; LISA BRICKLEY; LINDSEY ROLLINS; DAVID BONAVIDA; BEVERLY GALLATIN; SHIRLEY BARDAY; AHAVIA SCHEINDLIN; FORREST KUCZMARSKI; CATHERINE SOBREDO; CHRISTY MARLOW; BARNEY WAHL; CORNELIA ION; KRISTEN NAPIER, BRUCE BERNSTEIN; NANCY BALL; LINDA FRATELLO; RICHARD STOTLER; ANN STOTLER; CYNTHIA VAN ORDEN; ALLISON FISHER; CELINE ALEGARBES; JAMES DEJACIMO; LESLIE MORGAN; SHEENA ALAVI; ROBYN ARNONE; VICTORIA MARCELLE; ALEX SHANE; VICTORIA SANCHEZ; STEVEN LABBIT; JACKI DALY; GRETCHEN GERULL; CAROL LOVELESS; JULIE WHEELER; ALMEDA HATCHER; JOHN PICKETT, III; and ROY GEMBERLING 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.

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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/or 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, Florida Statutes.
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 Sylvia Browne is an individual over 18 years of age and is a resident of San Jose, California.
9. Plaintiff Shelly Erickson is an individual over 18 years of age and is a resident of Hermantown, Minnesota.
10. Plaintiff Kenneth Magee is an individual over 18 years of age and is a resident of Ann Arbor, Michigan. Plaintiff Kenneth Magee is suing on behalf of himself and as next friend of Daniella Magee, his minor child.
11. Plaintiff Kate Bonner is an individual over 18 years of age and is a resident of Coral Gables, Florida.
12. Plaintiff Nicole Saia is an individual over 18 years of age and is a resident of Harrisburg, Pennsylvania.
13. Plaintiff Matthew Allsup is an individual over 18 years of age and is a resident of Harrisburg, Pennsylvania.
14. Plaintiff Kellie Doyle is an individual over 18 years of age and is a resident of Chicago, Illinois.
15. Plaintiff Deborah Mazza is an individual over 18 years of age and is a resident of Media, Pennsylvania.
16. Plaintiff Matt Benoit is an individual over 18 years of age and is a resident of Worcester, Massachusetts.
17. Plaintiff Heather Bundy is an individual over 18 years of age and is a resident of Camden, South Carolina.
18. Plaintiff John Duggan is an individual over 18 years of age and is a resident of Point Pleasant, New Jersey.

19. Plaintiff Kimberly Owens is an individual over 18 years of age and is a resident of Melbourne, Florida.
20. Plaintiffs Janis and Howard Schechter are individuals over 18 years of age and are residents of Tampa, Florida.
21. Plaintiff Justin Ruth Miles is an individual over 18 years of age and is a resident of Fort Collins, Colorado.
22. Plaintiff Pamela Demuth is an individual over 18 years of age and is a resident of San Juan Capistrano, California.
23. Plaintiff Kayette Obrenski is an individual over 18 years of age and is a resident of Naples, Florida.
24. Plaintiff Meghan Morgan Defino is an individual over 18 years of age and is a resident of Philadelphia, Pennsylvania.
25. Plaintiff Ryan Opperman is an individual over 18 years of age and is a resident of Austin, Texas.
26. Plaintiff Katie and Lisa Brickley are individuals over 18 years of age and are residents of Tampa, Florida.
27. Plaintiff Lindsey Rollins is an individual over 18 years of age and is a resident of Wylie, Texas.
28. Plaintiff David Bonavita is an individual over 18 years of age and is a resident of New York, New York.
29. Plaintiff Beverly Gallatin is an individual over 18 years of age and is a resident of Rockford, Michigan.

30. Plaintiff Shirley Barday is an individual over 18 years of age and is a resident of Novato, California.
31. Plaintiff Ahavia Scheindlin is an individual over 18 years of age and is a resident of Los Angeles, California.
32. Plaintiff Forrest Kuczmariski is an individual over 18 years of age and is a resident of Denver, Colorado.
33. Plaintiff Catherine Sobredo is an individual over 18 years of age and is a resident of Santa Fe, New Mexico.
34. Plaintiff Christy Marlow is an individual over 18 years of age and is a resident of Middleton, Wisconsin.
35. Plaintiff Barney Wahl is an individual over 18 years of age and is a resident of Huntington Station, New York.
36. Plaintiff Cornelia Ion is an individual over 18 years of age and is a resident of New York, New York.
37. Plaintiff Kristin Napier is an individual over 18 years of age and is a resident of Fairfax, Virginia.
38. Plaintiff Bruce Bernstein is an individual over 18 years of age and is a resident of Lighthouse Point, Florida.
39. Plaintiff Nancy Ball is an individual over 18 years of age and is a resident of Woodstock, Georgia.
40. Plaintiff John Pickett is an individual over 18 years of age and is a resident of Palm Beach, Florida.

41. Plaintiff Linda Fratello is an individual over 18 years of age and is a resident of the Bronx, New York.
42. Plaintiffs Richard and Ann Stotler are individuals over 18 years of age and are residents of Sharpsburg, Georgia.
43. Plaintiff Cynthia VanOrden is an individual over 18 years of age and is a resident of Erie, Colorado;
44. Plaintiff Allison Fisher is an individual over 18 years of age and is a resident of Huntington Station, New York.
45. Plaintiff Celine Alegarbes is an individual over 18 years of age and is a resident of Lancaster, California.
46. Plaintiff Leslie Morgan is an individual over 18 years of age and is a resident of Reno, Nevada.
47. Plaintiff Sheena Alavi is an individual over 18 years of age and is a resident of Bethesda, Maryland.
48. Plaintiff Robyn Arnone is an individual over 18 years of age and is a resident of Cave Creek, Arizona.
49. Plaintiff Victoria Marcelle is an individual over 18 years of age and is a resident of Pennsylvania.
50. Plaintiff Alex Shane is an individual over 18 years of age and is a resident of Los Angeles, California.
51. Plaintiffs Victoria Sanchez and her husband Steven Labbit are individuals over 18 years of age and residents of California.

52. Plaintiff Jacki Daly is an individual over 18 years of age and is a resident of Woodridge, Illinois.
53. Plaintiff Gretchen Gerull is an individual over 18 years of age and is a resident of Torrance, California.
54. Plaintiff James DeJacimo is an individual over 18 years of age and is a resident of Naples, Florida.
55. Plaintiff Carol Loveless is an individual over 18 years of age and is a resident of Ellicott City, Maryland.
56. Plaintiff Julie Wheeler is an individual over 18 years of age and is a resident of Orlando, Florida.
57. Plaintiff Almeda Hatcher is an individual over 18 years of age and is a resident of Chicago, Illinois.
58. Plaintiff Roy Gemberline is an individual over 18 years of age and is a resident of Cary, North Carolina.
59. Defendant PUREBRED BREEDERS, LLC, is a Florida limited liability company with its principal place of business at 5722 S. Flamingo Road, #254, Cooper City, Florida 33330. PUREBRED's registered agent is Tony Pornprinya, Esq., 10800 Biscayne Blvd., #988, Miami, Florida 33161.
60. Defendant JASON M. HALBERG, a Florida resident, owns the controlling interest in Defendant PUREBRED. At all times material, Defendant HALBERG dominated the activities of Defendant PUREBRED to the extent that PUREBRED manifested no separate corporate interest of its own, but functioned solely to achieve the purposes of Defendant HALBERG and/or operated as the alter ego of Defendant HALBERG.

61. Venue of this action is proper in Miami-Dade County because the action accrued here and Defendants specify in their sales contracts that “jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Miami-Dade County.” (See Composite Exhibit A, Terms and Conditions of Sale Agreements).

### **GENERAL ALLEGATIONS**

62. Defendant PUREBRED 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 PUREBRED 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 percent per puppy. On information and belief, PUREBRED is the largest volume seller of puppies over the internet in the country.

63. PUREBRED 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.

64. Any reference herein to representatives, employees, staff, or salespersons of Defendants are references to employees, agents, or apparent agents of Defendants who were acting within the scope of their employment, agency, or apparent agency and under the control or apparent control of Defendants. Defendants are, therefore, liable for the actions of

such employees, agents, or apparent agents under the theories of respondeat superior and vicarious liability.

**A. Defendants' Deception**

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

- a. As shown below, Defendants represent that PUREBRED 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/>, *as of* 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 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://purebreedbreeders.com/about/breeder-screening-process/>, *as of* 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://purebreedbreeders.com/about/>, *as of* 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/>, *as of* 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/>, as of November 3, 2011.

66. 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 PUREBRED 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. Defendants rarely, if ever, actually set foot on any of their breeders’ property to inspect the premises. In short, despite their assurances to the contrary, Defendants do indeed sell puppies from puppy mills across the country, and do not undertake proper screening measures to 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 commercial dog breeding operations tantamount to an assembly line

manufacturing process in which female dogs are repetitively bred in order to have more puppies available for sale.

- 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. Similarly, the dogs used for breeding are confined to lives of inhumane and cruel treatment.
- 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 some or 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/acis\\_request/faces/DataRequest.jspx?output\\_type=1&request\\_type=0&request\\_id=101111209580704](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jspx?output_type=1&request_type=0&request_id=101111209580704). 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 PUREBRED are covered by this loophole, has continued to sell dogs via PUREBRED 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 PUREBRED’s “code of ethics,” such as failing to maintain a facility that is “safe, clean, and sanitary.”
- i. On information and belief, PUREBRED has also sold more than 60 puppies from Iowa-based breeders Vicki and Danny Ubben. The Ubbens are USDA licensed, and based on their 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 food in the cages. *See* [http://acissearch.aphis.usda.gov/acis\\_request/faces/DataRequest.jsp?output\\_type=1&request\\_type=0&request\\_id=102112303270150](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jsp?output_type=1&request_type=0&request_id=102112303270150). This was a repeat violation, as they had been cited for sanitation violations during previous inspections as

well. The Ubbens, who keep their dogs in inhumane stacked wire cages like many of PUREBRED'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/acis\\_request/faces/DataRequest.jspx?output\\_type=1&request\\_type=0&request\\_id=25710094459079](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jspx?output_type=1&request_type=0&request_id=25710094459079)
  1. 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. On information and belief, Defendants have also sold puppies bred by Kansas-based breeder Keeko Moeller. This breeder was licensed by the USDA until 2010, at which point the license was cancelled. USDA inspection reports reveal numerous instances of federal Animal Welfare Act violations, including dirty and inadequate housing facilities, inadequate veterinary care, and inadequate protection from the elements. In May 2010 this breeder had thirty-five adult dogs on site.
  1. On information and belief, Defendants have also sold puppies bred by Iowa-based breeders Lonnie and Lennie Rumley, whose March 2011 USDA inspection report notes that "there are 8 cages housing 37 dogs in the back left room of the housing

facility that have a severe accumulation of feces, dirt, and other debris." The breeders had 50 dogs on site.

[http://acissearch.aphis.usda.gov/acis\\_request/faces/DataRequest.jspx?output\\_type=1&request\\_type=0&request\\_id=74111015130287](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jspx?output_type=1&request_type=0&request_id=74111015130287)

- m. Other breeders who Defendants associate with who also have poor records of compliance with animal welfare laws, include, to name just a few, Oklahoma breeder Paula Jack, *see* [http://acissearch.aphis.usda.gov/acis\\_request/faces/DataRequest.jspx?output\\_type=1&request\\_type=0&request\\_id=302101517030630](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jspx?output_type=1&request_type=0&request_id=302101517030630) (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/acis\\_request/faces/DataRequest.jspx?output\\_type=1&request\\_type=0&request\\_id=301090803260571](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jspx?output_type=1&request_type=0&request_id=301090803260571) (numerous violations of the AWA at nearly 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/acis\\_request/faces/DataRequest.jspx?output\\_type=1&request\\_type=0&request\\_id=27910111912062](http://acissearch.aphis.usda.gov/acis_request/faces/DataRequest.jspx?output_type=1&request_type=0&request_id=27910111912062)

- 4 (citations for inadequate protection from the elements, excessive build-up of dirt and grime in cages and self-feeders, and other unsafe housing conditions).
- n. These are only a small sample of the breeders that, on information and belief, Defendants continue to do business with despite the fact that the breeders plainly do not maintain the “strict code of ethics” that defendants purport to insist on.
  - o. 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 PUREBRED. 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.
  - p. Further, on information and belief, some of the breeders that PUREBRED continues to do business with have shipped numerous unhealthy dogs to PUREBRED customers, and yet Defendants do not remove them from their list of “intensely screened” breeders.
  - q. Indeed, as illustrated by the Plaintiffs’ stories below, many PUREBRED customers receive unhealthy dogs or dogs that are otherwise unfit for sale. Their stories, along with the stories of numerous other PUREBRED customers, make clear that PUREBRED customers can be anything but “confident” that they will receive a “happy” and “healthy” puppy when they purchase a dog from Defendants, Despite defendants’ repeated assurances to the contrary on their

website as well as in the oral pitches made to consumers by Defendants through their employees, agents, and/or apparent agents.

**B. Defendants' Efforts to Flood the Market**

67. In an effort to flood the market, mislead consumers, and to make sure that any puppies purchased online are sold by Defendants, Defendants operate an inordinate amount of deceptive websites in addition to purebredbreeders.com.
68. 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.
69. 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 PUREBRED 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.
70. 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](http://www.floridagoldenretrieverbreeders.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.

71. If you perform a Yahoo search for “Florida Chihuahua breeders” one of the first results to be returned is [www.floridachihuahuabreeders.com](http://www.floridachihuahuabreeders.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.

72. If you perform a Yahoo search for “Florida Pug breeders” one of the first results to be returned is [www.floridapugbreeders.com](http://www.floridapugbreeders.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.

73. If you perform a Yahoo search for “Florida King Charles breeders” one of the first results to be returned is [www.floridacavalierbreeders.com](http://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.

74. If you perform a Yahoo search for “Florida Chinese Crested breeders” one of the first results to be returned is [www.floridachinesecrestedbreeders.com](http://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.

75. 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**

76. Each of the Plaintiffs who purchased a puppy from Defendants did so after reviewing the representations Defendants make on their websites regarding the puppies they sell and the breeders they work with, as are set out above. 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.

77. Plaintiff Jennifer Papa purchased a dog in April 2011 through [www.newjerseygoldendoodlebreeders.com](http://www.newjerseygoldendoodlebreeders.com), one of Defendants' many websites that appears 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 and relied upon this claim when deciding to purchase a puppy 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 as was represented. 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 auto-immune 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.

78. In addition, the dog Ms. Papa purchased was not, in fact, a mini goldendoodle as it was represented to be. 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 wanted and paid for.

79. Ms. Papa has not received any reimbursement from Defendants for either the veterinary expenses or the cost of the dog.

80. 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 made by Defendants' employees, agents, and/or apparent agents, 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 and does not sell dogs bred in puppy mills. When Mr. Michas and Ms. Bennett picked up Happy at the airport in New York City, where they

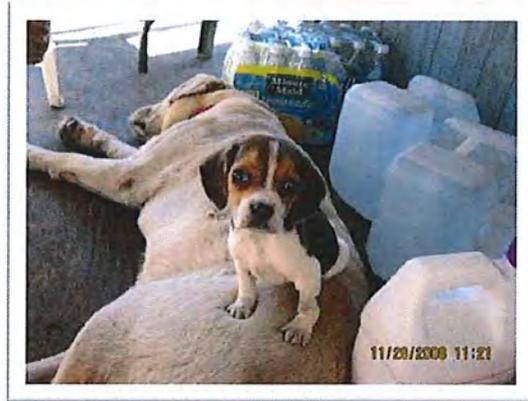
lived at the time, they were overcome by the horrible stench of urine and feces covering Happy's crate – so much so that they discarded the crate at the airport. Shortly after Happy arrived, he became very sick. Within a day of his arrival, Happy was having severe diarrhea and was not eating or drinking. 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 price for a dog they were led to believe would be of the highest quality, and in good health, from a responsible breeder.

81. 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 PUREBRED 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.

82. When Mr. Michas contacted PUREBRED seeking reimbursement for the thousands of dollars in veterinary expenses and compensation for the cost of the dog which was not as promised, Defendants' employees, agents, and/or apparent agents offered a meager \$100, which Mr. Michas did not accept.

83. 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 on its website and through oral communications by its employees, agents, and/or apparent agents of working with only the most upstanding



breeders who produce healthy puppies, upon which Ms. Leland relied, 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.

84. When Ms. Leland contacted PUREBRED to obtain reimbursement for the veterinary expenses and the cost of her puppy who had died, Defendants' employees, agents, and/or

apparent agents refused any reimbursement, citing technical violations of Defendants' health warranty. Ms. Leland received no reimbursement of any kind. In addition, Zoey is now showing signs of hip dysplasia, which may require surgery in the future.

85. Plaintiff Michelle Lee found her dog Zoey in April 2009 on one of Defendants' many websites, [www.illinoislabradorbreeders.com](http://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' employees, agents, and/or apparent 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.

86. When Ms. Lee contacted PUREBRED to obtain reimbursement for her expenses, Defendants' employees, agents, and/or apparent agents offered to reimburse Ms. Lee a paltry \$100 if she waived all claims against the company; alternatively they said they

would send her a new puppy but she would have to pay \$300 to ship the sick puppy back and then another \$300 for shipping for a new puppy. She did not accept the \$100 or the new puppy at a cost of \$600 shipping expenses.

87. Plaintiffs Michael Ulery and Sylvia Browne located their golden retriever, Mercedes, on [www.Californiagoldenretrieverbreeders.com](http://www.Californiagoldenretrieverbreeders.com), one of Defendants' many websites that is intended to appear to sell dogs from local breeders and makes the same claims as Defendants' other websites about the high quality of the dogs they sell and the breeders they associate with. 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, as the website promised. Instead, they received a dog who was sick on arrival, came from a commercial kennel in Indiana, not from a local breeder, 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 that 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.

88. Defendants refused to reimburse Ms. Browne for any veterinary expenses or any part of the cost of the dog.

89. Plaintiff Shelly Erickson purchased her dog, Bentley, from Defendants in April 2009, after finding him on one of Defendants' websites, where she reviewed and relied upon

Defendants' representations concerning the health of the dogs Defendants sell and the breeders they associate with. 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 Defendants' employees, agents, and/or apparent agents 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.



90. Ms. Erickson did not receive any reimbursement from Defendants for the veterinary expenses or cost of the dog.
91. Plaintiff Kate Bonner purchased a bulldog puppy from Defendants in June 2011 after finding him on one of Defendants' websites where she reviewed and relied upon Defendants' representations concerning the health of the dogs Defendants 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 to 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 treatment with 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 that Defendants led her to believe would arrive “healthy and happy.”

92. Ms. Bonner did not receive any reimbursement from Defendants for veterinary expenses or the cost of her dog.

93. Plaintiff Kellie Doyle purchased a bulldog puppy from Defendants in November 2010 for over \$2,000, after reviewing and relying upon the representations made on one of Defendants’ websites. 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.

94. When Ms. Doyle attempted to obtain reimbursement from Defendants, she was offered a meager \$88 for her trouble and expenses, despite having spent thousands of dollars on veterinary care in addition to the two thousand dollars she had spent on the dog. Ms. Doyle refused the offer.

95. Plaintiffs Daniella Magee and her father Kenneth Magee purchased a puppy from Defendants in March 2009 that they found on one of Defendants' websites where Ms. Magee reviewed and relied upon Defendants' representations concerning the health of the dogs Defendants sell and the breeders they associate with. The puppy, who Daniella 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 deals only with reputable, responsible 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.

96. Defendants refused to reimburse Mr. Magee or his daughter for the cost of the dog or any associated veterinary expenses.

97. Plaintiff Nicole Saia and her husband Matthew Allsup purchased two puppies from Defendants in September 2011 after finding them on one of Defendants' websites where she reviewed and relied upon Defendants' representations concerning the health of the dogs and the quality of the breeders they associate with. Ms. Saia and Mr. Allsup specifically told Defendants' employee, agent, and/or apparent agent salesperson that they were looking for "teacup" sized Shih tzus, and not the larger Shih tzus. Defendants' employee, agent, and/or apparent agent salesperson 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, which she stated would be no more than 5-6 pounds when fully 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, as well as the oral representations of their employees, agents, and/or apparent agents made in telephone 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, a hereditary malformation 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.

98. Ms. Saia and Mr. Allsup have not received any reimbursement from Defendants for veterinary expenses or the cost of the dog.

99. Plaintiff Deborah Mazza purchased her golden retriever Declan in May 2010 through one of Purebred Breeders' many websites that falsely appears to sell dogs from local breeders, "Pennsylvaniagoldenretrieverbreeders.com," and that makes the same claims that the puppies sold are healthy and come from the country's most reputable breeders. *See, e.g.*, <http://www.pennsylvaniagoldenretrieverbreeders.com/why-us>, as of April 3, 2012 ("Every single PennsylvaniaGoldenRetrieverBreeders.com breeder is thoroughly screened using strict quality measures to ascertain we work with the best in the industry."). However, Ms. Mazza's dog came from a breeder in Missouri. Upon arrival, Declan was extremely lethargic and underweight, and upon his first visit to a veterinarian he was assessed as having an extremely poor body condition. Declan has continued to have repeated bouts of illness and lethargy since his arrival, including paralysis from the waist down, although the cause of his illness remains undiagnosed despite numerous costly and emotionally draining veterinary tests. Ms. Mazza has been heartbroken by the process of watching her puppy, who was supposed to be a source of joy, suffer over the past year and a half.

100. Ms. Mazza has contacted PUREBRED on numerous occasions in an attempt to obtain information about her puppy's breeder and her puppy's parents so that the veterinarians might be able to diagnose her puppy's condition. Defendants have not

helped Ms. Mazza in any way, either with money or information that could help her diagnose and resolve her puppy's condition.

101. Plaintiff Matt Benoit purchased his dog through Purebred Breeders' website, [buypuppiesdirect.com](http://buypuppiesdirect.com), in October 2011, after reviewing the claims made on that website concerning the quality and good health of the puppies sold by Defendants and the reputable, responsible nature of the breeders they deal with. Upon arrival, the puppy had bloody stool, was diagnosed with Giardia and anemia, and was underweight – indicating that the puppy did not come from a reputable breeder as Defendants had promised and had not received proper veterinary care. Mr. Benoit was distressed to have to contend with a sick puppy, especially after being assured by Defendants that he would receive a happy, healthy puppy from one of the country's most reputable breeders.

102. Mr. Benoit has not received any reimbursement from Defendants for veterinary expenses or the cost of the dog.

103. Plaintiff Heather Bundy and her husband purchased two maltipoo puppies from Defendants in January 2011 after reviewing and relying upon the claims made on one of Defendants' websites, concerning the quality and good health of the puppies sold by defendants and the reputable, responsible nature of the breeders they deal with. One of the puppies arrived first, and was immediately diagnosed with a serious case of pneumonia, along with hook worms and coccidia. Ms. Bundy nursed this puppy back from death's door at great monetary and emotional expense. After receiving one sick puppy, Ms. Bundy canceled shipment of the second puppy, although Defendants refused to reimburse her for the deposit on that second puppy. After an extended battle, Defendants did ultimately return the deposit, but refused to reimburse Mr. and Mrs.

Bundy for the many hundreds of dollars they spent nursing the first puppy back to health. Ms. Bundy paid a premium price for her dog based on Defendants' false assurances that they sell healthy dogs from only reputable, responsible breeders.

104. Plaintiff John Duggan purchased his Rottweiler puppy, Lola, from Defendants in



February 2012 after reviewing the assurances of happy and healthy dogs and reputable breeders on [rottweiler.newjerseypuppiesforsale.com](http://rottweiler.newjerseypuppiesforsale.com) -- one of Defendants' many websites that misleadingly appear to sell dogs from local breeders. The

website makes claims that are substantially similar to all of Defendants' other websites, including claims such as "Every one of our breeders is thoroughly screened using stringent quality measures to ascertain we work with the best in the industry," and "All our puppies undergo a rigorous Triple Health Check." <http://rottweiler.newjerseypuppiesforsale.com/why-us>, as of April 3, 2012. Mr. Duggan also received oral assurances from Defendants' employees, agents, and/or apparent agents reiterating the claims made on the website concerning the health and quality of the dog and breeder. Immediately upon her arrival from Missouri, Lola was having bloody diarrhea and was not interested in eating. She was lethargic and refused food for the first few days after her arrival. She was also vomiting and feverish. Mr. Duggan had Lola admitted to the veterinary hospital for twenty-four hour care. Since then she has been slowly improving but continued to have diarrhea and low appetite for weeks. It was also clear based on the documents that Mr. Duggan received that Lola was not seen by a veterinarian within 24-48 hours prior to her departure from the breeder, as Defendants'

website and documentation promised. Subsequent to Lola's arrival, Mr. Duggan undertook to research the dog's breeder and discovered several on-line complaints about the breeder from other upset puppy buyers, including complaints as far back as 2007. In addition, Mr. Duggan located an advertisement for the very same puppy – with the very same photograph – on another puppy website after Mr. Duggan had already purchased the dog. Clearly this breeder is not the sort of ethical or reputable breeder Defendants assure consumers they do business with. Mr. Duggan has spent thousands of dollars and has experienced tremendous stress and heartache as a result of receiving a very sick puppy, despite having paid a premium to receive a happy and healthy dog from a reputable, responsible breeder based on Defendants' assurances.

105. Mr. Duggan's efforts to obtain reimbursement from Defendants for veterinary expenses has been nothing short of maddening. Defendants, through their employees, agents, and/or apparent agents, have attempted to disclaim all responsibility of any kind, every step of the way. Instead of accepting responsibility, Defendants, through their employees, agents, and/or apparent agents, have cast blame on Mr. Duggan for not following proper protocol, when all that he was trying to do was save his dog's life, at great monetary and emotional expense. Defendants have not provided Mr. Duggan with any reimbursement.

106. Plaintiff Kimberly Owens purchased two Yorkshire terrier puppies from Purebred Breeders in August 2011, after reviewing and relying upon the claims made on one of Defendants' websites, <http://purebreedbreeders.com/breed/yorkshire-terrier/>, concerning the quality and good health of the puppies Defendants sell and the reputable, responsible nature of the breeders they deal with. Both puppies arrived by plane from a breeding

facility in Oklahoma. Instead of receiving the happy, healthy puppies that Defendants' websites purport to offer, Ms. Owens received two sick puppies. One of them, Hugo, has had constant bouts of illness that remained unresolved until early 2012. He arrived lethargic and was soon diagnosed with kennel cough, giardia, and a double ear infection – all illnesses indicative of an unclean and inhumane breeding facility. Hugo was on four different antibiotics and steroids, and required multiple visits to two different veterinarians to finally resolve his illness. The other puppy, Victor, also arrived lethargic and was also diagnosed with kennel cough and double ear infections. While Victor's medical issues have since resolved, Ms. Owens has had to go through the great emotional trauma and monetary expense of contending with two sick puppies, after paying top dollar and being assured that Purebred Breeders deals only with the highest quality breeders producing quality, healthy puppies.

107. Ms. Owens has not received any reimbursement from Defendants.

108. Plaintiffs Janis and Howard Schechter purchased their female boxer puppy, Delilah, in July 2009 after reviewing the claims made on [Floridaboxerbreeders.com](http://Floridaboxerbreeders.com), one of Defendants' many websites that misleadingly appear to be selling puppies from local breeders. Within a few days of Delilah's arrival, she began exhibiting signs of urinary incontinence, along with blood in her urine. Delilah was diagnosed with a urinary tract infection, but after a round of antibiotics the urinary problem continued. Delilah was put on several additional medications but the urinary tract infection failed to completely resolve. To attempt to diagnose the problem, the Schechters spent over \$1300 for a procedure for Delilah that involved general anesthesia. She was diagnosed with possible urethral sphincter mechanism insufficiency and continues to have urinary problems. She

will require medication for the remainder of her life. The Schechters purchased a puppy and paid a premium because of Defendants' false assurances that they deal only with reputable, responsible breeders and sell healthy puppies.

109. Defendants would only refund the Schechters part of the purchase price for Delilah, but did not pay for any of the thousands of dollars in veterinary expenses that the Schechters have incurred, and will continue to incur for the rest of Delilah's life.

110. Plaintiff Justin Ruth Miles purchased her Great Dane puppy, Roman, from Purebred Breeders in July 2010 for over \$2,000, after reviewing the claims made on Coloradogreatdanebreeders.com, one of Defendants' many websites that misleadingly appear to sell puppies from local breeders, as well as the oral assurances of Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants, that Defendants sell quality puppies from highly reputable, responsible breeders. Shortly after Roman's arrival, from Alabama, he began having recurrent bouts of excessive vomiting to the point that Ms. Miles's life was severely interrupted with his care. Frequent trips to the veterinarian ultimately resulted in a diagnosis of congenital megaesophagus, which is a congenital defect that would be eliminated by proper breeding, and which causes the esophagus to malfunction and requires a special diet and special attention for the rest of Roman's life. He has suffered from pneumonia as a result of the disease and is at ongoing risk of additional bouts of pneumonia. This health issue has caused and will continue to cause Ms. Miles to spend large sums of money on Roman's health care. In addition, Roman has had problems with his shoulders and has required surgery and physical therapy, along with pain medication on a regular basis. Ms. Miles did not receive the healthy, happy puppy from a responsible breeder that

Defendants' websites and sales pitches falsely promise, and for which she paid over \$2,000.

111. When Ms. Miles contacted PUREBRED regarding her dog's health conditions, Defendants, through their employees, agents, and/or apparent agents, refused any reimbursement and instead told Ms. Miles that her only option was to send her puppy back for a "replacement" puppy. Ms. Miles did not accept this offer.

112. Plaintiff Pamela Demuth purchased her boxer puppy for approximately \$1700 in May 2010 from the website NJboxerbreeders.com, one of Defendants' many websites that appear to sell dogs from local breeders and which makes claims that are substantially similar to Defendants' other websites concerning the good health of the puppies Defendants sell and the reputable, responsible nature of the breeders they associate with. However, Ms. Demuth's puppy was flown in from Nevada— something she did not know until she turned over her deposit and was told the puppy would come from Nevada not New Jersey. When Ms. Demuth's puppy arrived, he was weak and dehydrated, and suffering from diarrhea and vomiting. He was diagnosed with giardia and kennel cough, which turned into pneumonia, bacterial bronchitis, and numerous other health problems including a compromised immune system. These illnesses indicate that Ms. Demuth's puppy did not come from an ethical, reputable breeder, but instead from an unsanitary and inhumane breeding facility where veterinary care was insufficient. Ms. Demuth was repeatedly at the vet's office with her new puppy, and has spent thousands of dollars on his medical care. He also has a very aggressive personality, unusual for a boxer. When Ms. Demuth began researching the breeder (despite Defendants' insistence that she not contact the breeder directly), she learned that the breeder breeds multiple breeds of dogs

and is clearly a puppy mill, not a small breeder of only boxers as she was told by Defendants' sales representatives, who were employees, agents, and/or apparent agents of Defendants.

113. Ms. Demuth attempted on numerous occasions to obtain some form of reimbursement from Defendants and was given an extensive run-around, with Defendants, through their employees, agents, and/or apparent agents, either ignoring her, or repeatedly asking for additional paperwork and information to prove her dog's condition. Ms. Demuth complied with these requests, but eventually gave up on obtaining any reimbursement from Defendants.

114. Plaintiff Kayette Obrenski purchased her toy poodle for over \$1500 from Purebred Breeders in October 2011 after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' employees, agents, and/or apparent agents. Shortly after arrival, the puppy was lethargic and suffering from vomiting and diarrhea. Due to her inability to hold any food down and lack of interest in food, she had very low blood sugar and was admitted to the hospital for four days before she was finally well enough to go home, at which point Ms. Obrenski was required to continue with home treatments of her puppy for several more days. Ms. Obrenski's puppy was diagnosed with coccidia, a parasite indicative of unsanitary living conditions. Ms. Obrenski experienced severe stress and anxiety, and spent large sums of money to care for her sick dog.

115. When Ms. Obrenski contacted Purebred Breeders to inform them about her puppy's health condition and to ask for reimbursement for veterinary expenses,

Defendants' employees, agents, and/or apparent agents were rude and unhelpful, and ultimately refused to provide any compensation.

116. Plaintiff Megan Morgan Defino purchased a maltipoo puppy, Penne, from Purebred Breeders in July 2009 after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. The puppy cost over \$1500. Upon her arrival, Penne was lethargic and not interested in food, and within a day of her arrival she was vomiting and suffering from diarrhea. She continued to be very lethargic. Ms. Defino took her puppy to the veterinarian, who admitted Penne for treatment. Penne tested positive for coccidia, a disease indicative of unsanitary living conditions. She has also suffered from numerous other health problems that indicate improper and irresponsible breeding practices, including stage two bilateral luxating patellas, a split tongue, advanced periodontal disease which is unusual for a young dog, and liver problems. She also suffers from a collapsed trachea. Ms. DeFino has spent large sums of money and time in caring for the puppy she purchased and paid a premium for based on Defendants' false assurances that their puppies come only from highly reputable, responsible breeders.

117. Ms. DeFino contacted PUREBRED many times in an attempt to let them know about her puppy's health conditions and to obtain some reimbursement from the company for all of the veterinary expenses she incurred. Defendants did not return her calls and never reimbursed her for any of the expenses.

118. Plaintiff Ryan Opperman purchased his bulldog puppy, Tatum, from Purebred Breeders in November 2009, after reviewing and relying upon the claims made on one of Defendants' websites concerning the high quality and good health of the puppies Defendants sell and the reputable, responsible nature of the breeders they deal with. Since his arrival, Tatum has had one medical problem after another, including recurrent bouts of vomiting, a genetic skin mite disorder, cherry eye, and cancer at only two years old, all requiring large amounts of money and time to treat. Mr. Opperman did not receive the happy, healthy puppy from only the highest quality breeders that Defendants purport to associate with.

119. Mr. Opperman has not received any reimbursement from Defendants for his dog's veterinary expenses or for the cost of the dog.

120. Plaintiffs Katie and Lisa Brickley purchased their shih tzu puppy, Lexie, from Purebred Breeders in November 2010 for over \$2,000, after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were acting as Defendants' employees, agents, and/or apparent agents. When she arrived at the airport from Utah, Lexie was covered in filth, had severely matted hair, and appeared as though she had never been brushed or groomed in her life. The crate she was traveling in was old and dirty. At her first veterinary check-up shortly after her arrival, Lexie was diagnosed with a serious heart murmur that will require life-long medication and possibly surgery. The heart murmur was not disclosed to the Brickleys prior to their purchasing

Lexie, although it should have been noted during one of the alleged veterinary check-ups that Defendants promise all dogs go through prior to shipment to their new owners.

121. The Brickleys attempted repeatedly to contact PUREBRED concerning their puppy's condition. Defendants' employees, agents, and/or apparent agents stated that, according to their records, the puppy was healthy, and therefore she was not returnable and the Brickleys were not entitled to any reimbursement.

122. Plaintiff Lindsey Rollins purchased her alleged purebred Labrador retriever from Purebred Breeders in December 2010 for nearly \$2,000, after reviewing and relying upon the claims made on Texaslabradorbreeders.com, one of Defendants' many websites that misleadingly appear to be selling dogs from local breeders. Ms. Rollins believed her dog would be coming from a breeder in Texas, and was surprised when she learned her dog would be flown in from Tennessee. She purchased the dog as a K-9 work dog for her husband who is a K-9 police officer. Defendants' representatives, who were employees, agents, and/or apparent agents of Defendants, assured Ms. Rollins that the dog was a perfect candidate for a K-9, including representing that the dog's parents were both search and rescue dogs during the September 11, 2001 catastrophe. However, Ms. Rollins' dog is absolutely not a candidate for being a K-9 dog due to severe ongoing and constant anxiety. Ms. Rollins had her dog evaluated by a K-9 narcotics handler who advised that the dog could not be used as a K-9, and exhibited characteristics of a puppy mill dog. The dog is so anxious that when he is in his crate he scratches himself until his nose bleeds, among other abnormal behaviors. Ms. Rollins and her husband cannot use their dog for the purpose they purchased him for, and must purchase another dog for that purpose. In addition, when Ms. Rollins's dog first arrived, he was sick and required

medical attention right away. Further, the dog does not appear to be a purebred Labrador, and instead appears to be a mixed breed.

123. When Ms. Rollins contacted PUREBRED to discuss her dog's condition and to obtain reimbursement, Defendants, through their employees, agents and/or apparent agents, told her that they were not responsible once the dog had been shipped and insisted that the dog's emotional state was probably triggered by the flight; they would not refund any money even though Ms. Rollins offered to pay out of pocket to ship the dog back. Ms. Rollins was also told numerous times that she would be placed on a conference call with the breeder to discuss her dog's problems but this never occurred.

124. Plaintiff David Bonavita purchased a west highland terrier from Purebred Breeders in August 2009 for approximately \$1500 after reviewing and relying upon the claims made on one of Defendants' websites, <http://www.newyorkwestiebreeders.com>, concerning the health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. He believed, as the Defendants' website stated, that his dog would be coming from a trusted and reputable breeder. Mr. Bonavita arranged for a delivery date for the dog, but then the breeder put the puppy on a flight on a different day without warning Mr. Bonavita, and called when the puppy was in flight to say when he would be arriving. At the time Mr. Bonavita was away on vacation so the puppy had to be returned to the breeder and then re-shipped to Mr. Bonavita at a later date. When the puppy finally arrived, he was sick and diagnosed with kennel cough, a condition to which dogs raised in overcrowded and unsanitary breeding facilities are prone. Once the infection was treated, the puppy then

developed a severe skin condition known as juvenile localized demodicosis. This condition is hereditary and would likely have been avoided by a responsible breeder. Mr. Bonavita has spent thousands of dollars treating his dog's veterinary conditions.

125. Mr. Bonavita has received no reimbursement from Defendants for his dog's veterinary expenses or for the cost of the dog.

126. Beverly Gallatin purchased her havanese puppy Zorra in January 2011 after reviewing and relying upon the claims made on <http://havanese.michiganpuppiesforsale.net>, one of Defendants' many websites that misleadingly appear to sell dogs from local breeders. Upon her arrival, Zorra was very small, and proceeded to lose, rather than gain, weight. She was never very interested in food, and would go for several days without eating any food. Ms. Gallatin and her husband had to constantly coax her to eat, and she would frequently vomit in the middle of the night, or in the morning following a day when she actually ate a decent amount. They tried more brands of dog food than they could count. In addition, when Zorra ate she would frequently act as though she were in great pain following the meal, running around the house whining. Often, she simply spit out the food. She was diagnosed with bouts of anorexia as well as inflammatory bowel disease. Ultimately, when Zorra's condition continued to worsen instead of improve and she was not even able to keep down her medicine, Ms. Gallatin and her husband made the gut-wrenching decision to put her to sleep right around her first birthday. This was certainly not the outcome they had expected when they purchased a dog after reviewing the representations on Defendants' website, including the statement in the description of Zorra that she was "vet checked from heat to tail, so when you see me I will be as healthy as can be." After

putting Zorra to sleep, the Gallatins did some research on their puppy's breeder. Despite having been told by Defendants' employee, agent, and/or apparent agent that the breeder raised only one litter of puppies approximately every three years, the Gallatins' research – including USDA inspection reports – revealed that their dog's breeder, who resides in Missouri, actually at times has had over one hundred dogs in her kennel, and a slew of animal welfare violations. Clearly, this is not one of the highly reputable breeders that Defendants purport to do business with.

127. After the Gallatins euthanized their puppy, Defendants, through their employees, agents, and/or apparent agents, told them that they should have done more to save their dog, and that the particular disease that their puppy had was not covered by Defendants' health guarantee and therefore Defendants would not provide any reimbursement to the Gallatins. The Gallatins have received no reimbursement from Defendants for the cost of veterinary care or the cost of the puppy.

128. Plaintiff Shirley Barday purchased a Labrador retriever puppy in 2009 after reviewing and relying upon the claims on Californialabradorbreeders.com, one of Defendants' many websites that misleadingly appear to sell dogs from local breeders. However, Ms. Barday's puppy was not from California and instead was flown in from a breeder in North Carolina. The puppy was diagnosed with severe elbow dysplasia at 8 months, requiring surgery that cost Ms. Barday \$11,000. Ms. Barday sought compensation from Defendants, and they offered her a "replacement" puppy but not reimbursement for any veterinary expenses for the puppy's treatment. In February of 2011, Ms. Barday received her "replacement" puppy, also a Labrador retriever, who was flown in from a breeder in Arkansas. At 11 months old the second puppy, Hondo, was

diagnosed with severe hip dysplasia, also requiring surgery to enable the dog to have a normal life. The surgery will cost approximately \$8,000 per hip. However, even with the surgery, the veterinarian has told Ms. Barday that Hondo will not be able to be used as a hunting dog, which is the very purpose for which Ms. Barday had wanted the dog.

129. Ms. Barday has not received any reimbursement for veterinary expenses for Hondo from Defendants.

130. Plaintiff Ahavia Scheindlin purchased her golden retriever puppy from Purebred Breeders in July 2011 after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. When Ms. Scheindlin's dog arrived, she had worms. She is also much smaller than Ms. Scheindlin was promised by Defendants' employees, agents, and/or apparent agents, and Ms. Scheindlin is fairly certain that the photographs she was sent of her puppy's parents are not in fact her puppy's actual parents. In addition, ever since she arrived, Ms. Scheindlin's puppy has had a behavioral disorder which results in her continuously attempting to eat her own feces, which she does to this day. Ms. Scheindlin purchased her puppy based on Defendants' representations about the health and characteristics of the dog, which turned out to be false.

131. Despite Ms. Scheindlin's attempts to obtain compensation from Defendants for her dog's veterinary expenses, she never received any such compensation from Defendants.

132. Plaintiff Forrest Kuczmariski purchased her supposedly purebred Coton de Tulear from Purebred Breeders in December 2011 for over \$2,000, after reviewing and relying upon the claims made on one of Defendants' websites concerning the health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were acting as Defendants' employees, agents, and/or apparent agents. However, once she received her puppy it was clear that the dog was not a purebred Coton de Tulear, and was likely a mix of other breeds. Ms. Kuczmariski sent photographs of her dog, along with photographs of her dog's mother and father to a well-known breeder of Coton de Tulears. That expert in Coton de Tulears told Ms. Kuczmariski that her dog was not a purebred Coton. In addition, when Ms. Kuczmariski was able to communicate with the breeder of her dog, it was clear the breeder in fact knew very little about the proper breeding and conformation of Coton de Tulears – in contrast to Defendants' repeated assurances that they deal only with the most reputable breeders who breed only for the purpose of bettering the breed. Further, the photos that the breeder sent to Ms. Kuczmariski of her dog's parents clearly showed that the dogs were being kept in wire cages typical of large commercial kennels, rather than the high-quality reputable breeders that Defendants had assured her they dealt with. Defendants' sales representatives, acting as Defendants' employees, agents, and/or apparent agents, also had assured Ms. Kuczmariski that her dog would be purebred, and that, moreover, she came from champion bloodlines. These representations were all false.

133. Ms. Kuczmariski has not received any reimbursement from Defendants for the cost of her dog.

134. In November 2011, plaintiff Catherine Sobredo bought what was represented by Defendants' on their websites to be a purebred toy poodle. She spent over one thousand dollars for the puppy, after spending a considerable amount of time searching for the right purebred dog. It was very important to Ms. Sobredo to have a pure toy poodle, however the dog she received – who came from a breeding facility in Oklahoma – is not a purebred toy poodle, but instead appears to be a mix between a poodle and another breed of dog. When Ms. Sobredo contacted the breeder directly to complain about this and find out more about her dog's parents, the breeder was very cavalier about the situation and appeared to know very little about the standard characteristics of a toy poodle. Ms. Sobredo would not have spent over a thousand dollars if she knew she would be receiving a mixed breed dog from a low quality breeder, as opposed to the high quality reputable breeders that Defendants purport only to associate with.

135. Ms. Sobredo has not received any reimbursement from Defendants for the cost of her dog.

136. Plaintiff Christy Marlow purchased her puppy Dexter in May, 2011, after reviewing and relying upon the claims made on [Floridamaltesebreeders.com](http://Floridamaltesebreeders.com), one of Defendants' many websites that misleadingly appear to sell dogs from local breeders. Ms. Marlow's dog in fact was not from Florida but was instead flown in from a breeder in Mississippi. Although Ms. Marlow searched for, and paid for, a purebred maltese that was pictured on the Defendants' website, the dog that she received looked nothing like the dog in the photo from the website, and in fact appears not to be a purebred maltese at all.

137. Ms. Marlow's repeated inquiries regarding her dog's breeder and origin were not returned, and Ms. Marlow never received any reimbursement from Defendants for the cost of her dog.
138. Plaintiff Barney Wahl purchased his dog from Purebred Breeders in early 2012, after reviewing and relying upon the claims made on one of Defendants' websites concerning the health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Mr. Wahl paid \$3500 for his dog. Shortly after the dog's arrival she became very sick. She was diagnosed with a urinary tract infection and cherry eye, and she was also routinely urinating in her sleep. Subsequently, Mr. Wahl's dog was diagnosed with a hereditary disease that causes urine to by-pass the bladder entirely. Mr. Wahl's dog became increasingly sicker rather than better, with a very poor prognosis, and Mr. Wahl made the difficult decision to put her to sleep in early April 2012.
139. Mr. Wahl's attempts to obtain reimbursement from Defendants for the veterinary expenses and/or the cost of his dog were completely unavailing, as Defendants, through their employees, agents, and/or apparent agents, gave Mr. Wahl an extended run-around, demanding additional veterinary documents and information, and denying that Mr. Wahl's dog has any real medical conditions - despite receiving a definitive diagnosis directly from Mr. Wahl's veterinarian. Mr. Wahl has not received any reimbursement from Defendants.
140. Plaintiff Cornelia Ion purchased her cavalier king charles puppy from Purebred Breeders in November 2011 after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving

similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. The puppy arrived with coccidia, fleas, ear mites, and a bladder infection and Ms. Ion has spent a considerable sum of money on the puppy's veterinary care. Ms. Ion purchased her puppy from Defendants because of their assurances that they sell only healthy puppies from quality breeders, which was false.

141. Ms. Ion has not received any reimbursement from Defendants for the cost of her dog or the veterinary expenses.

142. Plaintiff Kristen Napier purchased her Pomeranian puppy from Purebred Breeders in January 2011, after reviewing and relying upon the claims made on one of Defendants' websites that appear to sell dogs from local breeders, concerning the health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. However, Ms. Napier's puppy was sick when he first arrived, and has been sick with respiratory issues repeatedly in the intervening year. In addition, Defendants' website and representatives assured Ms. Napier that her puppy's parents were small and that her puppy would also be small, however her puppy is 11 pounds, which is quite large for a Pomeranian. Ms. Napier purchased her dog at a premium price based on Defendants' false representations that they sell only healthy puppies from quality, reputable breeders.

143. Ms. Napier has not received any reimbursement from Defendants for her veterinary expenses or the cost of her dog.

144. Plaintiff Bruce Bernstein purchased his Doberman puppy from Defendants after reviewing the claims made on one of Defendants' websites concerning the health of the

puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. Mr. Bernstein and his wife were specifically looking for a large Doberman pinscher that conformed to AKC standards, and were promised by Defendants' sales staff that the puppy that the salesman recommended from the website would meet those requirements. The puppy that Mr. Bernstein selected and decided to purchase, named "Rosita", born November 26, 2011, was represented to be black and tan in color. When Mr. Bernstein's dog arrived from St. Louis, Missouri, she was distressed, thin, and appeared very small for her represented age and was not black and tan as advertised on the site. The name printed on her taped ears was "Libby". The breeder confirmed to Mr. Bernstein by phone she did not know the dog "Rosita" and the dog she sent was "Olivia" who she called "Libby". The Bernsteins named their puppy Olivia Rose and call her Rosie.

145. After being housed in a closed trailer in unsanitary conditions with about 50 other animals for approximately 15 hours, Rosie was delivered to the Bernsteins sick, suffering from severe diarrhea, and appeared to have infected ears by the odor of the taped ears from the ear docking procedure the breeder had done on Rosie. Rosie was not the color of the dog they purchased as represented, black and tan, but was instead black and rust, a distinctively different AKC designated color. The medical records that accompanied Rosie representing the dog was healthy were for a dog of a different color – black and tan. Rosie was diagnosed with an advanced stage of giardia, a parasite frequently found in dogs bred in unsanitary breeding facilities, and she continued to have diarrhea for three weeks after her arrival. The Bernstein's cat contracted the giardia from Rosie and also

had to be treated. In addition, as a result of Rosie's diarrhea, Mr. Bernstein and his wife had to discard a valuable rug and a large portion of the carpeting of their home. When Mr. Bernstein spoke with and received correspondence from Rosie's breeder, it became clear the dog the Bernsteins received was not the color of the dog advertised on Defendants' website and would certainly not meet AKC breed conformation standards as both the mother and father of the puppy significantly exceed the height standards of the breed for both male and female dogs. Further, the AKC registration document the Bernsteins received from the breeder is for a black and rust dog, the color of Rosie, not the color of the dog they purchased and for which they received medical records.

146. Mr. Bernstein engaged in lengthy discussions with Defendants' employees, agents and/or apparent agents in an effort to obtain reimbursement for their dog's veterinary expenses as well as the other expenses they incurred. Defendants' employees, agents, and/or apparent agents would not accept responsibility and Mr. Bernstein refused their final partial reimbursement offer.

147. Plaintiff Nancy Ball purchased her Labrador retriever puppy from Defendants in July 2011, after reviewing the claims made on [www.purebredbreeders.com](http://www.purebredbreeders.com), concerning the health of the puppies they sell and the reputable, responsible nature of the breeders they associate with, and after receiving similar assurances from Defendants' sales staff, who were employees, agents, and/or apparent agents of Defendants. However, since the day Ms. Ball's puppy arrived, she has had one medical problem after another. She arrived with fleas, kennel cough, ear infections, and a urinary tract infection. Shortly thereafter she developed nausea and vomiting which ultimately required her to be admitted to the veterinary hospital for intravenous fluids. She has continued to have

recurring urinary tract infections, which the veterinarian believes is the result of structural abnormalities that are the result of poor breeding. Ms. Ball had just lost a beloved dog, and did not want to contend with another sick dog. The representations on Defendants' website about the quality of their dogs and breeders made Ms. Ball comfortable that she would not be in the situation of dealing with a sick dog again, yet she is because of Defendants' false representations. Ms. Ball is a single mother of a special needs child and cannot afford to be spending as much money as she has to spend on the medical care for her new dog.

148. Ms. Ball communicated with Defendants' employees, agents and/or apparent agents concerning her puppy's veterinary conditions and found the interactions to be extremely frustrating. While Defendants' employees, agents and/or apparent agents purported to want to help, they never offered Ms. Ball any reimbursement for the thousands of dollars she spent on veterinary care or for the cost of her dog.

149. Plaintiff Linda Fratello purchased a Boston terrier puppy, Rocky Balboa, from Defendants in June 2010 after reviewing and relying upon the claims made on one of Defendants' websites, concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. The puppy cost \$1300. He arrived at Lagueardia airport covered in feces and without any water, and sick with a cough. When Ms. Fratello took him to the vet he was diagnosed with rickets, and his tendons were improperly developed, causing his toes to turn inward in a deformed manner. Ms. Fratellos' vet surmised that this deformity was



a possible result of standing on wire flooring. Ms. Fratello spent large sums of money and time caring for the puppy she purchased and paid a premium for based on Defendants' false assurances that their puppies come only from highly reputable, responsible breeders.

150. When Ms. Fratello contacted Defendants' employees, agents and/or apparent agents to inform them about her puppy's condition and obtain reimbursement for the cost of veterinary care or the cost of the dog, they ultimately reimbursed Ms. Fratello only approximately \$500 out of the approximately \$1000 she spent on veterinary care, and did not provide any reimbursement for the cost of her dog.

151. Plaintiffs Richard and Ann Stotler purchased their havanese puppy from Purebred Breeders in November 2010 for nearly \$1700 after reviewing the claims made on Defendants' website, <http://havanese.southcarolinapuppiesforsale.com>, concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. After the puppy was neutered, he had to be rushed to the emergency clinic due to unusual amounts of swelling and internal bleeding. He was diagnosed with an untreatable hereditary clotting disorder resulting in the need for transfusions after even minor injuries. Eventually the Stotlers made the heart wrenching decision to put their beloved puppy to sleep rather than subject him to repeated suffering and pain every time he suffered a minor injury. When the Stotlers contacted the breeder to alert him that he should no longer be breeding the puppy's parents due to the hereditary condition, the breeder dismissed their concerns and told them, among other things, that they should give the puppy more vitamins. This is not the kind of breeder the Stotlers believed they would be getting a puppy from based on Defendants' assurances that they deal only with the

most reputable breeders in the country. The Stotlers spent thousands of dollars and suffered much heartache caring for, and euthanizing, the puppy they purchased and paid a premium for based on Defendants' false assurances that their puppies come only from highly reputable, responsible breeders.

152. When the Stotlers sought reimbursement from Defendants for the thousands of dollars in veterinary expenses they incurred in caring for her and ultimately euthanizing her, Defendants agreed to reimburse them only for approximately \$700, despite the fact that their puppy cost almost \$1700 and they spent several thousand more on her care.

153. Plaintiff Cynthia Van Orden purchased a Rottweiler puppy from Defendants in November 2011, after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Ms. Van Orden found her puppy on Coloradorottweilerbreeders.com, one of Defendants' many websites that appear to be selling dogs from local breeders; however, Ms. Van Orden's puppy was shipped to Colorado from Texas. As soon as the puppy, now named Brady, emerged from his crate at the airport he vomited and had bloody diarrhea. He was subsequently diagnosed with parvovirus, a disease indicative of unsanitary and inhumane breeding conditions. Brady required intensive care and medication, and Ms. Van Orden's veterinarians are also considering the possibility that Brady has a gastrointestinal condition that could endure, or possibly ongoing, resistant giardia. Brady has not had a day with diarrhea since he arrived at Ms. Van Orden's home. Ms. Van Orden paid over \$2,000 for her puppy based on Defendants' assurances that they sell healthy puppies from only the most responsible, reputable breeders, which was not the case with Brady.

154. Ms. Van Orden has received only a partial reimbursement for her dog's numerous veterinary expenses from Defendants, and she continues to incur additional expenses as a result of her dog's medical conditions.

155. Plaintiff Allison Fisher purchased a Rottweiler puppy from Defendants after reviewing the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. From the moment their puppy stepped off the plane from Colorado he had medical problems. Initially he had problems with his stomach, and later he was diagnosed with more serious congenital diseases that have cost, and will continue to cost, significant sums of money. This is the third Rottweiler the Fishers have owned and his is the sickest. Ms. Fisher purchased her puppy, at a premium price, based on Defendants' assurances that they sell healthy puppies from only the most responsible, reputable breeders.

156. Ms. Fisher received reimbursement from Defendants for only part of the expenses she has incurred in caring for her sick dog.

157. Plaintiff Celine Alegarbes purchased her mini goldendoodle puppy from Purebred Breeders after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. When the puppy arrived he had tapeworms in his feces, and was diagnosed with a severe case of giardia. Both conditions are indicative of unsanitary and inhumane breeding conditions. The puppy has been on several courses of antibiotics but the parasite was resistant to the medication. In addition, he had behavioral issues that required Ms. Alegarbes to hire a trainer. Further, Ms.

Alegarbes believes the puppy is not a “mini” goldendoodle at all. Ms. Alegarbes has spent considerable sums of money and time caring for a puppy that she purchased and paid a premium for based on Defendants’ false assurances that they sell healthy puppies from only the most responsible, reputable breeders.

158. Ms. Alegarbes has incurred approximately \$700 in veterinary expenses since she received her puppy; Defendants agreed to reimburse her for only \$97 of those expenses.

159. Plaintiff Leslie Morgan purchased a Pomeranian puppy from Defendants after reviewing and relying upon the claims made on Defendants’ website, concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Within a year of purchase, the puppy was diagnosed with bilateral luxating patellas, which will cost over \$2,000 to correct surgically. This condition is common in dogs raised in puppy mills where little attention is paid to the passing on of genetic conditions, with the focus being only on producing more puppies to increase the bottom line.

160. When Ms. Morgan contacted Defendants employees, agents and/or apparent agents to obtain reimbursement for the cost of her puppy and/or veterinary expenses, she was initially given a run-around, and ultimately was offered approximately half of the cost of her puppy, and no compensation for the projected expenses for surgery. Ms. Morgan has refused their offer.

161. Plaintiff Sheena Alavi purchased a Boston terrier puppy in September 2010 from Defendants after reviewing and relying upon the claims made on one of Defendants’ websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. After signing the contract to

purchase a puppy, Ms. Alavi was told that the puppy was not going to be shipped because of a skin condition. Then an employee, agent, and/or apparent agent of Defendants called Ms. Alavi back to say that the puppy was now fine and had no further skin condition, and could be shipped. Upon arrival, the puppy showed signs of a severe skin condition, with numerous bald spots all over her body. In addition, the puppy was very sick. She was shivering, lethargic, febrile, and suffering from vomiting and bloody diarrhea, as well as serious eye discharge. Ms. Alavi agreed to purchase her puppy, at a premium price, based on the Defendants' assurances that they sell healthy puppies from only the most responsible, reputable breeders.

162. Defendants ultimately reimbursed Ms. Alavi for only a portion of what she spent on her dog and her dog's veterinary expenses.

163. Plaintiff Robyn Arnone purchased a German shepherd puppy from Defendants, which she found on one of Defendants' websites, <http://germanshepherd.arizonapuppiesforsale.com>, for over \$2500 based on Defendants' claims concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Soon after her puppy arrived she had to be rushed to the vet with a large swollen mass on her abdomen, which was diagnosed as an umbilical hernia. After getting a run-around from Defendants, they eventually agreed to pay for the surgery for the hernia. However, after the surgery, they reneged on their offer and instead paid for only a portion of the surgery. Ms. Arnone bought her puppy specifically with the intention of breeding her, and bought from Defendants because of all of their assurances of quality breeding and healthy dogs. She cannot breed her dog now because the umbilical hernia is a hereditary condition that can be passed on to offspring.

164. Plaintiff Victoria Marcelle purchased a Chihuahua puppy from Defendants after reviewing and relying upon the claims made on one of Defendants' websites, [www.chihuahua.pennsylvaniapuppiesforsale.com](http://www.chihuahua.pennsylvaniapuppiesforsale.com), concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. She reasonably assumed that the puppy would be coming from Pennsylvania. The puppy arrived, from Texas, with a constant cough, severe pneumonia, and Coccidia, which are indicative of inhumane and overcrowded breeding conditions. When Mrs. Marcelle called to complain to Defendants' employees, agents, and/or apparent agents about the sick puppy Defendants had sold her, Defendants' representatives said Mrs. Marcelle's vet was probably wrong and the puppy only had a cold, and she should get a second opinion. The second vet confirmed the diagnosis of pneumonia. The puppy probably would have died were it not for Mrs. Marcelle's devotion to nursing her back to health and spending the money and time necessary to get her well, including feeding the dog at regular intervals with a syringe. She was on several medications and had to go for regular vet visits for four months. Mrs. Marcelle spent a lot of money and suffered much heartache as a result of purchasing a sick dog, at a premium price, based on Defendants' assurances that they sell healthy puppies from only reputable, responsible breeders.

165. Defendants ultimately reimbursed Mrs. Marcelle for veterinary expenses but not for any of the purchase price of her dog.

166. Plaintiff Alex Shane purchased her poodle from Defendants after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Her puppy arrived with ear mites, mange, bronchitis, and was very

underweight – all conditions indicative of unsanitary and inhumane breeding conditions. The puppy has ongoing upper respiratory condition that has remained unresolved since she purchased him in November 2011, and which has caused her to spend large amounts of time and money on medical treatment. Her puppy has also been experiencing knee problems, which the orthopedic veterinarian has stated may need surgical correction in the future. Ms. Shane is depressed and dismayed over the condition of her puppy, who was supposed to be a source of joy after her previous poodle of many years died. Ms. Shane purchased her puppy, at a premium price, based on Defendants' assurances that they sell healthy dogs from only reputable, responsible breeders, which was not the case.

167. Defendants have not reimbursed Ms. Shane for any of her veterinary expenses or the cost of her dog.

168. Plaintiffs Victoria Sanchez and her husband Steven Labbit purchased a Morkie puppy in 2011 from Defendants after reviewing and relying upon the claims made on Defendants' website concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Ms. Sanchez has had numerous rescue dogs in the past and the only reason she and her husband purchased a dog from Defendants is because they wanted to make sure they would get a healthy dog from an ethical, responsible, reputable breeder. When Ms. Sanchez brought her puppy in to the vet to be spayed, the blood work revealed that the puppy had a serious hereditary condition called an extrahepatic liver shunt, which will require expensive, stressful surgery to correct, and without which the



puppy could die. A responsible breeder would have not been breeding the parents who can pass on this disease. The condition will require the puppy maintain a very restricted diet and medication for the rest of her life. In addition, the puppy will not be able to be spayed which is causing additional inconveniences and stresses for Ms. Sanchez and Mr. Labbit. Ms. Sanchez and Mr. Labbit have spent large sums of money and suffered much heartache as a result of purchasing their puppy, at a premium price, based on Defendants' assurances that they sell healthy dogs from only reputable, responsible breeders.

169. Defendants have not reimbursed Ms. Sanchez or Mr. Labbit for any of their veterinary expenses or for the cost of their puppy. Defendants offered to reimburse Ms. Sanchez and Mr. Labbit only \$600, even though they paid Defendants more than \$1,000 for the puppy, which will require several thousands of dollars in life-saving veterinary care due to her hereditary condition.

170. Plaintiff Jacki Daly purchased a Havanese puppy from Purebred Breeders for approximately \$2700, after reviewing the claims made on Defendants' website concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. On the day Ms. Daly's puppy was scheduled to arrive at O'Hare airport in Chicago from St. Louis, Missouri, she received a call from Delta airlines telling her that her puppy was found lifeless in her cage in the cargo hold of the airplane during a layover in Memphis. The Delta flight crew shuttled her to an



emergency animal hospital in Mississippi, where she received intensive care treatment for four days. The vet in Mississippi issued a grim prognosis for the puppy, who was severely dehydrated, had low blood sugar, low blood pressure, and a severe case of coccidia, which is indicative of unsanitary, overcrowded living conditions at the breeding facility. The puppy was about 1.5 pounds, extremely ill, and clearly should not have flown in cargo – or at all – in the heat of July. Yet the “reputable” breeder shipped the poor dog anyway.

After the vet was miraculously able to bring the puppy back to a stable condition, he released her but ordered that she not be flown in cargo. Defendants, through their employees, agents, and/or apparent agents, urged Ms. Daly to go against the vet’s orders and send the puppy in cargo for the remaining leg of the trip. Defendants’ representatives told Ms. Daly that if the puppy did not survive the flight, Defendants would send her a new dog. Ms. Daly instead chose to book her own flight from Chicago to Memphis to pick up the puppy herself. She brought the puppy back on her lap on the plane from Memphis to Chicago. Ms. Daly’s local vet examined the puppy and discovered that she not only had a severe case of coccidia, but was also suffering from giardia – another condition endemic to dirty puppy mills. Ms. Daly purchased her puppy, at a premium price, based on Defendants’ representations that they sell healthy puppies from reputable, responsible breeders, which could not have been farther from the case.

171. After much hassle on Ms. Daly’s part, Defendants agreed to reimburse Ms. Daly only for the cost of her travel to and from Memphis. But they refused any additional reimbursement, including for the travel expenses she was charged in the first place but which never resulted in the delivery of her puppy to Chicago.

172. Plaintiff Gretchen Gerull purchased two puppies from Defendants after reviewing and relying upon the claims made on one of Defendants' "local" websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. The puppies arrived at LAX from a breeder in Missouri. The crate they arrived in had feces hardened to the outside of the crate and was filthy inside and out. Both dogs were sick on arrival, and were diagnosed with giardia, which took two months to eradicate. Giardia is a condition endemic to unsanitary, overcrowded breeding facilities. One of the puppies also had an upper respiratory infection for weeks after she arrived. A few months after they arrived, one of Ms. Gerull's puppies died suddenly. PUREBRED would not reimburse Ms. Gerull for the puppy, contending that she had inadequate proof of the cause of death. Ms. Gerull purchased her puppies from Defendants based on their assurances that they sell healthy puppies from only the most reputable, responsible breeders, which was clearly not the case.

173. Plaintiff James DeJacimo and his wife Marilee purchased their golden retriever puppy, Buster, from Defendants after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. The puppy was intended to be a therapy dog for Mr. DeJacimo, who suffers from post-traumatic stress disorder as a result from serving in Vietnam. Buster was diagnosed with bilateral hip dysplasia as well as bilateral luxating patellas, which will require costly and stressful surgery to correct. Such conditions in such a young dog are indicative of improper and irresponsible breeding practices, in contrast to the standards that Defendants claim all of their "responsible" breeders adhere to. Mr. DeJacimo has expended large sums of

money, and will have to spend a lot more in the future, as well as endured much stress caring with a dog with significant physical ailments – a dog that he purchased, at a premium price, based on Defendants’ assurances that they sell healthy dogs from only reputable, responsible breeders.

174. Mr. DeJacimo and his wife have attempted on numerous occasions to contact Defendants’ employees, agents and/or apparent agents in an effort to obtain compensation for their puppy’s veterinary expenses. They were repeatedly ignored and transferred from one employee to another, and have not received any reimbursement for veterinary expenses or for the cost of their dog.

175. Plaintiff Carol Loveless purchased her golden retriever puppy from Purebred Breeders after reviewing and relying upon the claims made on one of Defendants’ websites concerning the good health of the puppies they sell and the reputable,



responsible nature of the breeders they associate with. Ms. Loveless’s puppy arrived very sickly and severely underweight, smelled horrible and looked completely neglected. He

suffered from an upper respiratory infection that was diagnosed with x-rays as a severe case of pneumonia. After four nights in the hospital, his condition improved, but not before Ms. Loveless had spent over \$3,000 on his care. In addition, now at the age of three, Max has been diagnosed with a fairly severe case of hip dysplasia, resulting in Max being highly sedentary in comparison with most three year old golden retrievers. Most people believe that Max is an elderly dog because he is so sedentary. Ms. Loveless

purchased her puppy, at a premium price, based on Defendants' assurances that they sell healthy puppies from only reputable, responsible breeders, which was plainly not the case with Max.

176. Ms. Loveless ultimately received reimbursement from Defendants for only a portion of the veterinary expenses she incurred in caring for her sick puppy, but did not receive the reimbursement she is entitled to under Florida law.

177. Plaintiff Julie Wheeler, who is a member of the Humane Society of the United States, purchased a Bichon Frise puppy from Defendants after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Ms. Wheeler picked up her puppy from a truck that was carrying a lot of other puppies for shipment to pet stores. The truck was full of wire cages from floor to ceiling, and was filthy and unventilated. Ms. Wheeler could not believe that a reputable breeder would ship a puppy in such conditions. The puppy was suffering from an upper respiratory infection and intestinal issues, and was plainly not socialized as he was completely fearful of humans, especially children. In addition the puppy did not know how to drink out of a water bowl, and could only drink out of a bottle hanging from a kennel wall. He continues to have behavioral problems today and will be on a prescription diet for life to control digestive problems. Ms. Wheeler purchased her puppy, at a premium price, based on Defendants' representations that they sell healthy puppies from reputable, responsible breeders, which was not the case.

178. Ms. Wheeler has not received any reimbursement from Defendants for the cost of the puppy or for the veterinary expenses she has incurred.

179. Plaintiff Almeda Hatcher purchased her puppy from Defendants after reviewing the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. However, Ms. Hatcher's dog arrived from Missouri in a sickly condition, and was diagnosed with giardia, which is indicative of unsanitary, overcrowded living conditions. The puppy also was diagnosed with skin allergies, as well as behavioral problems. Ms. Hatcher purchased her puppy, at a premium price, based on Defendants' false representations that they sell healthy puppies from reputable, responsible breeders.

180. Ms. Hatcher received only a partial reimbursement for the veterinary expenses she incurred but no reimbursement for the premium cost of her dog.

181. Plaintiff John Pickett, III purchased a West Highland terrier from Purebred Breeders after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Mr. Pickett's puppy arrived with an eye infection and was underweight, and was soon diagnosed with congenital, hereditary eye disease that resulted in partial blindness. Due to this condition, Mr. Pickett has had to install handicap ramps and other accommodations in his home to ensure his dog's safety. She has also been diagnosed with a hip disorder. Such problems are indicative of improper breeding practices. Mr. Pickett has spent a lot of money and time taking care of a puppy he bought, at a premium price, based on Defendants' false representations that they sell healthy puppies from quality breeders.

182. Mr. Pickett has not received any reimbursement for the veterinary expenses he has incurred or for the cost of his puppy.

183. Plaintiff Roy Gemberling purchased a shih tzu puppy from Purebred Breeders in May 2010 after reviewing and relying upon the claims made on one of Defendants' websites concerning the good health of the puppies they sell and the reputable, responsible nature of the breeders they associate with. Mr. Gemberling's puppy arrived covered in feces, having diarrhea and vomiting, and was constantly scratching her ears. The vet diagnosed her with yeast and bacteria in her ears from a severe case of ear mites. She was also diagnosed with giardia, hookworm, and spirochetes, all indicative of unsanitary and inhumane living conditions. She also has a breed defect that causes her tongue to continuously stick out from her mouth. Defendants ultimately provided Mr. Gemberling with reimbursement for \$100 in veterinary expenses, although he incurred over \$400 clearing up the ailments she arrived with. Mr. Gemberling did not receive any reimbursement for the cost of the dog.

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

184. Plaintiffs reallege and incorporate paragraphs 1 through 183 as if fully restated herein.

185. 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.

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

187. Defendants have engaged in a pattern and practice of doing business through various deceptive, unfair, and unconscionable trade practices likely to mislead Plaintiffs and other consumers in violation of FDUTPA.
188. Defendants’ deceptive, unfair, and unconscionable trade practices include misrepresenting to Plaintiffs through their websites and in other communications that they sold only healthy puppies from reputable, responsible 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 puppies they sold to Plaintiffs. 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.”).
189. Defendants have violated the Puppy Lemon Law by purporting to limit or eliminate the remedies consumers are entitled to under Florida law upon purchasing a dog from a pet dealer.
190. The Terms and Conditions of Sale Agreement violates the Puppy Lemon Law and FDUTPA by:
- a. Purporting 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. Purporting 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. Purporting to deprive consumers of the statutory remedies available for buying a puppy that is not of the breed, sex, or health represented;
- d. Purporting to deprive consumers of the statutory remedies available after death of a purchased puppy;
- e. Purporting to impose 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. Purporting to disclaim any and all implied warranties of merchantability and fitness, in violation of the Puppy Lemon Law.

191. Defendants have also violated the Puppy Lemon Law by refusing to provide Plaintiffs with the statutory remedies they are entitled to under that law.

192. 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.

193. 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, or purchased puppies of a breed or type different than that purported by the Defendants.

194. These acts also caused Plaintiffs to unknowingly and unintentionally financially support the inhumane puppy mill industry and those sub-standard facilities exhibiting the hallmarks of puppy mills with whom Defendants do business – something that is in itself unconscionable.

195. As a result of Defendants' deceptive, unfair, and unconscionable acts and trade practices, Plaintiffs purchased and paid a premium price for puppies that were not healthy or happy, bred by reputable breeders, or of the breed and type represented by Defendants, and Plaintiffs have incurred veterinary and animal hospital expenses to treat their puppies for the illnesses and conditions they were suffering.

196. 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.

197. 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 PUREBRED AND HALBERG**

198. Plaintiffs, with the exception of MICHAEL ULERY, KENNETH MAGEE (individually), KATIE BRICKLEY, LISA BRICKLEY, HOWARD SCHECHTER, MATT BENOIT, and VICTORIA SANCHEZ, reallege and incorporate paragraphs 1 through 183 as if fully restated herein.

199. 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.”

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

201. 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.

202. 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. *See* § 672.315, Fla. Stat.

203. Defendants sold puppies to Plaintiffs that suffer or suffered from genetic defects, congenital defects, internal parasites, contagious diseases, and illnesses, among other disorders.

204. By selling puppies that 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.

205. By selling puppies that were not healthy, genetically fit, or suitable for consumer ownership, Defendants sold unmerchantable puppies to Plaintiffs.

206. 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.

207. Plaintiffs reasonably relied on Defendants’ judgment in providing healthy, suitable, and merchantable puppies.

208. 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.

209. 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.

210. 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.

211. 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, with the exception of MICHAEL ULERY, KENNETH MAGEE (individually), KATIE BRICKLEY, LISA BRICKLEY, HOWARD SCHECHTER, MATT BENOIT, and VICTORIA SANCHEZ, 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  
PUREBRED AND HALBERG**

212. Plaintiffs reallege and incorporate paragraphs 1 through 183 as if fully restated herein.
213. The puppies sold by Defendants to Plaintiffs constitute “goods” as that term is defined in section 672.105(1), Florida Statutes.
214. At all times relevant to this Amended 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.
215. 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.
216. 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 warranted that they did not sell puppies from puppy mills or other sub-standard breeders.

217. 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.

218. 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.

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

220. 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.

221. 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.

222. 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 DEFENDANT PUREBRED**

223. Plaintiffs, with the exception of MICHAEL ULERY, KENNETH MAGEE (individually), KATIE BRICKLEY, LISA BRICKLEY, HOWARD SCHECHTER, MATT BENOIT, and VICTORIA SANCHEZ, reallege and incorporate paragraphs 1 through 183 as if fully restated herein.

224. Plaintiffs, with the exception of MICHAEL ULERY, KENNETH MAGEE (individually), KATIE BRICKLEY, LISA BRICKLEY, HOWARD SCHECHTER, MATT BENOIT, and VICTORIA SANCHEZ entered into contracts with Defendant PUREBRED for the purchase of their puppies. These contracts are attached as Composite Exhibit A, and any of the Plaintiffs' contracts that are not attached are not in the possession of Plaintiffs, but must be obtained from Defendants through discovery. The contracts are Defendant PUREBRED's form contract, and shall be referred to hereinafter as "contract."

225. 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).

226. The rights and remedies provided to consumers in section 828.29, Florida Statutes, are therefore part of the contract between Defendants and Plaintiffs.

227. 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.

228. 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, with the exception of MICHAEL ULERY, KENNETH MAGEE (individually), KATIE BRICKLEY, LISA BRICKLEY, HOWARD SCHECHTER, MATT BENOIT, and VICTORIA SANCHEZ, pray for actual, consequential, and incidental damages against Defendant PUREBRED, 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  
PUREBRED AND HALBERG**

229. Plaintiffs reallege and incorporate paragraphs 1 through 183 as if fully restated herein.
230. 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.
231. Defendants PUREBRED and HALBERG knew or should have known of the falsity of the statements.
232. Defendants PUREBRED and HALBERG intended that their representations would induce Plaintiffs to rely and act upon them.
233. Plaintiffs suffered injury in reasonable reliance on Defendants' representations.
234. 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.

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

236. 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.

237. 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 cheap 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. 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 PUREBRED AND HALBERG**

238. Plaintiffs reallege and incorporate paragraphs 1 through 183 as if fully restated herein.

239. 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.
240. 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.
241. Defendants intended that the misrepresentations would induce Plaintiffs to rely and act upon them.
242. Plaintiffs suffered injury in justifiable reliance on Defendants' representations.
243. 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.
244. Plaintiffs relied on the aforesaid misrepresentations and omissions when purchasing puppies online from Defendants, and in so relying were using ordinary care.
245. 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.
246. Defendants' misrepresentations and omissions induced Plaintiffs to purchase these puppies, which they did not know were obtained from the breeders with cheap

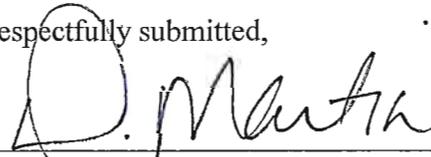
prices or with readily available puppies, rather than reputable breeders who had been screened by Defendants.

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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-and-

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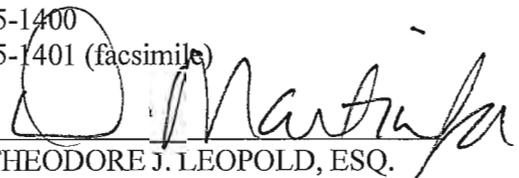
*Telephone: (561) 515-1400 Facsimile (561) 515-1401*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Amended Complaint was furnished by U.S. Mail, this 31st day of May, 2012 to Christopher S. Carver, Esq., Akerman Senterfitt, One S.E. Third Avenue, 25th Floor, Miami, FL 33131-1714; and Luis N. Perez, Esq., Perez & Rodriguez, P.A., 95 Merrick Way, Suite 600, Coral Gables, FL 33134.

LEOPOLD LAW, P.A.  
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(561) 515-1400  
(561) 515-1401 (facsimile)

By: \_\_\_\_\_

  
THEODORE J. LEOPOLD, ESQ.  
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Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330



### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 265855      Gender: Female      Breed: Doberman Pinscher  
Buyer's Name: Bruce Bernstein      Email Address: [REDACTED]  
Phone #: [REDACTED]      2nd Phone #: [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. The 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.

Initial: BB



Purebred Breeders

Phone: 866-592-5322

Fax: 866-592-5330

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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

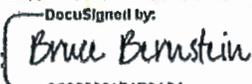
**English Bulldog Guarantee Limitations:**

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, stenotic nares.

**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 (Cocciidiosis, Giardia, Tapeworms, Hookworms, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:   
C860382A74E24C1.

Date: 2/12/2012 PT



Phone: (800) 241-3838  
Fax: (800) 646-2720

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: 121465 Breed: GOLDEN RETRIEVER Male or Female

Buyer's Name: SYLVIA BROWNE Email: [Redacted]

Phone: [Redacted] 2nd Phone: [Redacted]

Parties:

1. BUYPUPPIESDIRECT.COM 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. The Seller must be informed immediately of the examination's result by e-mail or fax. 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 regularly 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 120 days. 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 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. 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: SB



Phone: (800) 241-3838  
Fax: (800) 646-2720

14. In the event of any litigation in connection with this contract, the Seller will be paid reasonable attorney fees by the purchaser. Venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Miami-Dade County, Florida.
15. An administrative fee of \$485.00 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 Veterinary 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 (ie Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms) Kennel Cough, Skin and Ear Mites, Cherry Eye, Allergies, and Inguinal, Perineal, or Diaphragmatic Herniation, 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 BUYPUPPIESDIRECT.COM 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 BUYPUPPIESDIRECT.COM, 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 BUYPUPPIESDIRECT.COM 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: \_\_\_\_\_

*[Handwritten Signature]*

Date of Purchase: \_\_\_\_\_

*12/21/08*

PLEASE COMPLETE AND FAX BACK TO: **1-800-646-2720**



Purebred Breeders

Phone: 866-592-5322

Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 173512

Gender: Female

Breed: Shih Tzu

Buyer's Name: Roy Gemberling

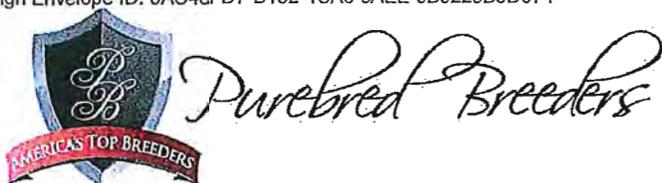
Email Address: [REDACTED]

Phone #: [REDACTED]

2nd Phone #: [REDACTED]

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."
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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial: DS  
Rg



Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:

ODF0D98C90774AD...  
*Roy Gemberling*  
 DocuSigned By: Roy Gemberling

Date: 5/1/2010



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 202151      **Gender:** Male      **Breed:** Bichon Frise

**Buyer's Name:** Julie Wheeler

**Email Address:** [REDACTED]

**Phone #:** [REDACTED]

**2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial:



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature: 4BA1882F0C464FD...  
Julie Wheeler  
DocuSigned By: Julie Wheeler

Date: 11/21/2010



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 182480      **Gender:** Female      **Breed:** Boston Terrier  
**Buyer's Name:** Sheena Alavi      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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.
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14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

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SA



Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**English Bulldog Guarantee Limitations:**

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**Limitations of Lifetime Guarantee:**

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- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:  **DocuSigned By: Sheena Alavi**

Date: 9/13/2010

11/21/2011 19:27



Puredred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

**LIFETIME GUARANTEE**  
Terms and Conditions of Sale

Puppy I.D.#: 253062 Breed: Toy Poode (Dior) (Male) or Female  
Buyer's Name: Arlene Shane Email: [Redacted]  
Phone #: [Redacted] 2nd Pch: [Redacted]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the Buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 emission 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.
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PUREBRED BREEDERS, LLC



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

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- 22. 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 its terms and conditions herein.

I, the purchaser of a puppy from PUREBRED BREEDERS, LLC, hereby acknowledge that I have read, understand, and agree to the terms of this document. 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.

Buyer's Signature: Arlene J. Shaw Date of Purchase: 11/21/11

PLEASE COMPLETE AND FAX BACK TO: 1-866-592-5330



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 233006      **Gender:** Female      **Breed:** Havanese  
**Buyer's Name:** Jacki Daly      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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.
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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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial:



Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

DocuSigned by:  
**Buyer's Signature:** *Jacki Daly*  
8CF394A3C8EB40A..

**Date:** 7/5/2011



Phone: 866-592-5322  
Fax: 866-592-5330

## LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 191852      **Gender:** Female      **Breed:** Chiweenie  
**Buyer's Name:** Gretchen Gerull      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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.
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14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

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GG



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Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

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- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:   
DocuSigned By: Gretchen Gerull

Date: 9/5/2010



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 191848      **Gender:** Female      **Breed:** Chiweenie  
**Buyer's Name:** Gretchen Gerull      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:**

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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.
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- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:  FCD01B7789E046D...  
DocuSigned By: Gretchen Gerull

Date: 9/5/2010

Subject: Puppy Paperwork for "Rush (Catherines new baby boy)" (ID 249184)



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DocuSign Envelope ID: 70A4FA08-80A0-4DF4-A70C-FE0A3EA13FFE



Pured Breeders

Phone: 866-592-5322 Fax: 866-592-5330

LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 249184 Gender: male Breed: Poodle
Buyer's Name: Catherine B Sobredo Email Address:
Phone #: 2nd Phone #:

- 1. PUREBRED BREEDERS, LLC shall hereinafter be referred to as the "Seller." 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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the Buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 15 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. No guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.

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Subject: Puppy Paperwork for "Rush (Catherines new baby boy)" (ID 249184)



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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) or 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 Veterinary 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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, or Diaphragmatic), deciduous teeth removal, dewclaws, intervertebral Disc Disease (IVDD), 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 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 and Canada.

21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.

22. 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 read, understand, and agree to the terms of this document. 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.

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Buyer's Signature: \_\_\_\_\_

Date: 11/6/2011



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 219178      **Gender:** Male      **Breed:** Maltese  
**Buyer's Name:** Christy Marlow      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial:



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:  781E4843DABE47C...

Date: 5/2/2011



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 262045      Gender: Female      Breed: Bulldog  
Buyer's Name: BARNEY WAHL      Email Address: [REDACTED]  
Phone #: [REDACTED]      2nd Phone #: [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. The 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.

Initial: BW



Purebred Breeders

Phone: 866-592-5322

Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 204932      **Gender:** Male      **Breed:** Pomeranian

**Buyer's Name:** Kristin Napier      **Email Address:** [REDACTED]

**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial:



Purebred Breeders

Phone: 866-592-5322

Fax: 866-592-5330

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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Chery Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:  DocuSigned by:  
Kristin Napier  
B6948B98C0714EA..

Date: 1/15/2011



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 199419      **Gender:** Male      **Breed:** Havanese  
**Buyer's Name:** Rick Stotler      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

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RS



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), Heart Murrur 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:

B1C2FD28E0364FB...  
*Rick Stotler*  
DocuSigned By: Rick Stotler

Date: 11/2/2010



Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 252034      Gender: Male      Breed: Rottweiler  
Buyer's Name: Cynthia Vanorden      Email Address: [REDACTED]  
Phone #: [REDACTED]      2nd Phone #: [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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.
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14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial: CV



Phone: 866-592-5322  
Fax: 866-592-5330

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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

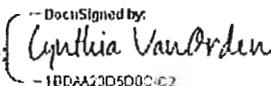
**English Bulldog Guarantee Limitations:**

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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:   
DocuSigned by:  
-18DAAZ3D500C-02

Date: 11/9/2011



Purebred Breeders

Phone: 866-592-5322

Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 262141      **Gender:** Male      **Breed:** Goldendoodle

**Buyer's Name:** Celine Alegarbes

**Email Address:** [REDACTED]

**Phone #:** [REDACTED]

**2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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.
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14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. The 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.

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Purebred Breeders

Phone: 866-592-5322

Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Hemiations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

DocuSigned by:  
Buyer's Signature: *Celine Alegria*  
1005187425E488...

Date: 1/30/2012



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

**LIFETIME GUARANTEE**  
**Terms and Conditions of Sale**

**Puppy ID #:** 244066      **Gender:** Female      **Breed:** Poodle

**Buyer's Name:** KAYETTE OBRENSKI

**Email Address:** [REDACTED]

**Phone #:** [REDACTED]

**2nd Phone #:**

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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.
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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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial: <sup>DS</sup> [Signature]



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

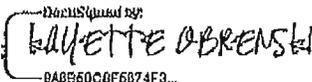
English Bulldog Guarantee Limitations:

- 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, stenotic nares.

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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcopic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature: 

Date: 9/23/2011



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 193061      Gender: Male      Breed: Labrador Retriever  
Buyer's Name: Lindsey Rollins      Email Address: [REDACTED]  
Phone #: [REDACTED]      2nd Phone #: [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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.
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14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial: DS  
LR



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

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- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**English Bulldog Guarantee Limitations:**

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- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:

02D1DA6BC460472...  
*Lindsey Rollins*  
DocuSigned By: Lindsey Rollins

Date: 12/21/2010



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: 210960 Breed: Havanese Male or Female  
Buyer's Name: Dana + Beverly Gallatin Email: [Redacted]  
Phone #: [Redacted] 2nd Phone #: [Redacted]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 and shall be spayed or neutered when age appropriate. No guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability.
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14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

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Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

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- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

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**Limitations of Lifetime Guarantee:**

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- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature: Beverly A. Gallatin Date of Purchase: January 25, 2011

PLEASE COMPLETE AND FAX BACK TO: 1-866-592-5330



Purebred Breeders

Phone: (800) 241-3838  
Fax: (800) 646-0234

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: 143346 Breed: Labrador Male or Female  
Buyer's Name: Terry & Shirley Barday 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 14 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: SKB.



Phone: (800) 241-3838  
Fax: (800) 646-0234

14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, landlord/tenant, marital, or adjustment problems, etc. If the Buyer must return the 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, Hemiations (Inguinal, Perineal, or Diaphragmatic), Heart Murrur 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: \_\_\_\_\_

*Shirley K Barday*

Date of Purchase: \_\_\_\_\_

*Sept. 1, 2009*

PLEASE COMPLETE AND FAX BACK TO: **1-800-646-0234**



Purebred Breeders

Phone: (800) 241-3838

Fax: (800) 646-0234

## LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: 130174 Breed: Puggle  Male or  Female

Buyer's Name: Shelly Erickson Email: [REDACTED]

Phone: [REDACTED] 2nd Phone #: \_\_\_\_\_

**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: SE



Phone: (800) 241-3838  
Fax: (800) 646-0234

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 Veterinary 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: \_\_\_\_\_

*Shelby Eichelstein*

Date of Purchase: \_\_\_\_\_

*4/16/09*

**PLEASE COMPLETE AND FAX BACK TO: 1-800-646-0234**



Purebred Breeders

Phone: (800) 241-3838  
Fax: (800) 646-0234

### LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: 125114 Breed: SOFT COATED WHEATEN TERRIER Male or Female

Buyer's Name: Daniella Magee 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: [Signature]



Purebred Breeders

Phone: (800) 241-3838  
Fax: (800) 646-0234

- 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 be 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 Veterinary 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 (ie Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms) Kennel Cough, Skin and Ear Mites, Cherry Eye, Allergies, and Inguinal, Perineal, or Diaphragmatic Herniation, 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 occurrences. 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: Daniella Magee Date of Purchase: 2-12-09

PLEASE COMPLETE AND FAX BACK TO: 1-800-646-0234



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

## LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy ID #: 264526 Gender: Female Breed: Rottweiler

Buyer's Name: John k Duggan Sr

Email Address: [REDACTED]

Phone #: [REDACTED]

2nd Phone #: [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. The 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.

Initial: [Signature]



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Hemiations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:

DocuSigned by:  
*John L. Duggan Sr*  
B07BCFAEBBAC1FB...

Date: 2/1/2012



Purebred Breeders

Phone: (800) 241-3838  
Fax: (800) 646-0234

## LIFETIME GUARANTEE Terms and Conditions of Sale

Puppy I.D.#: 138077 Breed: Boxer Male or Female

Buyer's Name: Janis Schercher Email: \_\_\_\_\_

Phone # \_\_\_\_\_ 2nd Ph \_\_\_\_\_

### 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 14 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: \_\_\_\_\_



Purebred Breeders

Phone: (800) 241-3838

Fax: (800) 646-0234

14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the 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: \_\_\_\_\_

7/28/09

PLEASE COMPLETE AND FAX BACK TO: **1-800-646-0234**



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 241820      **Gender:** Male      **Breed:** Yorkshire Terrier  
**Buyer's Name:** Kimberly Owens      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. 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 50% 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 and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial:



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

**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, stenotic nares.

**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, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 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 and Canada.
- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

DocuSigned by:  
Buyer's Signature: *Kimberly Owens*  
FE:4751C48B26402...

Date: 8/29/2011

DocuSign Envelope ID: 58A11C25-3C6A-4FCC-AD78-790A48E09CB4



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

### LIFETIME GUARANTEE Terms and Conditions of Sale

**Puppy ID #:** 170839      **Gender:** Male      **Breed:** Golden Retriever  
**Buyer's Name:** Deborah Mazza      **Email Address:** [REDACTED]  
**Phone #:** [REDACTED]      **2nd Phone #:** [REDACTED]

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."
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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial: 

DS DM
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DocuSign Envelope ID: 58A11C25-3C6A-4FCC-AD78-790A48E09CB4



Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

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, nor shall any delay be a valid cause for cancellation.
17. The Seller disclaims any and all implied warranties of merchantability and fitness.
18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the 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, Hemiations (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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature:

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Deborah Mazza  
DocuSigned By: Deborah Mazza

Date: 4/14/2010

DocuSign Envelope ID: B5E852D2-EFC0-4321-050B-51EAD61F4A34

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Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

**LIFETIME GUARANTEE**  
Terms and Conditions of Sale

Puppy ID #: 211545 Gender: Female Breed: Maltese  
Buyer's Name: Heather Sundy Email Address: [REDACTED]  
Phone #: [REDACTED] 2nd Phone #: [REDACTED]

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 supplies the puppy shall hereinafter be referred to as the "Breeder."
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 (medical record) must be sent to the Seller by e-mail or fax within four (4) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. 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 veterinarians visits. The Breeder will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 15 weeks of age or more. 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 or 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 emission 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 excluded, the registration papers must be returned to the Seller.
10. All puppies are sold as pets and shall be spayed or neutered when age appropriate. 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 typically within 2-4 weeks and could take up to 6 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 14 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.
14. In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. The 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.

Initial: HS





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Purebred Breeders

Phone: 866-592-5322  
Fax: 866-592-5330

- 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, nor shall any delay be a valid cause for cancellation.
- 17. The Seller disclaims any and all implied warranties of merchantability and fitness.
- 18. Neither the Seller nor the Breeder will accept any returns of said puppy for any monetary refund, including but not limited to allergy, Lordosis/Tanant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.

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, anal trichiasis, stenotic nares.

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 Veterinary 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, Giardiasis, Tapeworms, Hookworms, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Ailments, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), demodectic teeth removal, dewclaws, Intervertebral Disc Disease (IVDD), 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 testis. You must follow PUREBRED BREEDERS, LLC recommended nutritional program, including feeding only premium dog foods and 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 diseases common to puppies. This contract is not valid outside the United States and Canada.

- 21. The Buyer agrees that a refund will not be given by Purebred Breeders, LLC and/or its affiliated Breeders due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- 22. 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 read, understand, and agree to the terms of this document. 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.

Buyer's Signature: *Heather Burdy*  
C5801976832428

Date: 1/25/2011

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