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10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF LOS ANGELES**

Case No.: **19STCV45035**

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

12
13 **JESSICA LOY, BRITTANY SWIGART,
BRANDON SWIGART, JANE DOE,
14 RAMTIN MEHRVIJEH, JULIA
SUMMER EVANS, AUSTIN
15 MATELSON, EMILY KOVACH, JANE
16 ROE, and CARU SOCIETY FOR THE
PREVENTION OF CRUELTY TO
17 ANIMALS**

18 Plaintiffs,

19 v.

20
21 **TRINA KENNEY, RICK KENNEY,
ELIJAH KENNEY, JEZRIEL
22 KENNEY, and DOES 1-50, INCLUSIVE.**

23 Defendants.

- 24 1. Violation of Cal. Bus. & Prof. Code § 17200 (Unfair Competition Law)
- 25 2. Corporations Code § 10404 (Declaratory and Injunctive Relief)
- 26 3. Violation of Cal. Bus. & Prof. Code § 17500 (False and Misleading Advertising)
- 27 4. Violation of Cal. Com. Code § 2313 (Breach of Express Warranty)
- 28 5. Violation of Cal. Civ. Code § 1790 (Breach of Implied Warranty)
6. Violation of Cal. Civ. Code § 1572 (Intentional Misrepresentation)
7. Violation of Cal. Civ. Code § 1572 (Actual Fraud Through Concealment)
8. Violation of Cal. Civ. Code § 1572 (Negligent Misrepresentation)
9. Violation of Cal. Civ. Code § 1750 (Deceptive Acts—Consumer Legal Remedies Act)
10. Violation of Penal Code § 496(c)

JURY TRIAL DEMANDED

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1 Plaintiffs Jessica Loy, Brittany Swigart, Brandon Swigart, Jane Doe, Ramtin Mehrvije
2 Julia Summer Evans, Austin Matelson, Jane Roe (collectively “Purchasers” or “Purchaser
3 Plaintiffs”), and Caru Society for the Prevention of Cruelty to Animals (“Caru SPCA”),
4 individually bring this action against Trina Kenney, Richard (“Rick”) Kenney, Elijah Kenney,
5 Jezriel Kenney (collectively “Kenney Family”) and Does 1 through 50, inclusive (collectively,
6 the “Defendants”), and hereby allege, on information and belief, as follows:

7 **I. INTRODUCTION**

8 1. This case is an example of one of the worst animal peddling operations in the
9 country—the sale of sick and diseased puppies over the internet.

10 2. Defendants have orchestrated a long-running scheme to defraud consumers in
11 Southern California by misrepresenting the health, age, and breed of puppies they sell through
12 Craigslist and other sites on the internet. Defendants’ scheme allows them to sell puppies at
13 enormous profits—based on misrepresentations—while burdening Purchaser Plaintiffs with the
14 care and expense of trying to save the lives of the sick and dying animals.

15 3. In many cases, puppies the Purchaser Plaintiffs and other victims have paid over
16 \$1,000 for survive no more than a few days, succumbing to the fatal infections and diseases
17 Defendants tried to conceal, and causing severe financial and emotional distress to the
18 Purchaser Plaintiffs and their families. Plaintiffs seek to end Defendants’ destructive
19 trafficking, marketing and sale of diseased puppies, and to recover damages stemming from
20 Defendants’ abhorrent conduct.

21 4. Defendants live in Phelan, California, and operate their business out of their
22 home located at 3631 Daisy Lane, Phelan, California 92371. They breed dogs, acquire weeks-
23 old puppies from unknown sources, advertise them for sale on Craigslist and other websites,
24 and sell them in parking lots and shopping plazas throughout Southern California.

25 5. Defendants use fake names (or no name) and internet “text me” numbers in their
26 Craigslist advertisements, and when communicating with potential buyers, Defendants arrange
27 to meet buyers at a public location for the cash-only exchange.

28 6. In most cases, Purchaser Plaintiffs learned shortly after purchasing their puppies

1 and bonding with them that the representations made by Defendants about the puppies were
2 false. The puppies were sick, unvaccinated, younger than advertised, not Labradoodles or
3 Goldendoodles (the breeds they typically advertise), and had their white fur dyed brown or red
4 with hair dye that washed off in the sink when Plaintiffs tried to bathe their sick pets. Some of
5 the puppies were a different sex than Defendants advertised.

6 7. Not only did Defendants falsify the health, age, breed, sex and color of the
7 puppies, but they also misrepresented health records and vaccination history provided to the
8 puppies, often providing fake or falsified records to Purchaser Plaintiffs at the time of purchase.
9 Defendants specifically misrepresented that the puppies received vaccinations and deworming
10 prior to their sale, when no such care was ever provided.

11 8. Unfortunately for Plaintiffs, the puppies and other victims, the Kenney Family is
12 now repeating, with puppies, a scam Defendant Trina Kenney first ran with horses. Defendant
13 Trina Kenney is a convicted felon. On April 13, 2011, she was convicted of Mail Fraud in
14 violation of 18 USC 1341 2(b) arising out of a scheme in which she used internet websites to
15 sell abused and sick horses to unwitting customers across the United States.

16 9. As a result of her prior criminal enterprise, she victimized no fewer than 88
17 people across multiple states, causing damages of at least \$272,000, not to mention the animal
18 suffering she inflicted in selling and transporting abused and sick horses under false pretenses.

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1 10. Defendant Trina Kenney was sentenced to 41 months in federal prison as a result
2 of her fraudulent and criminal scheme. Attached hereto as **Exhibit 1** is a true and correct copy
3 of the Judgement and Probation/Commitment Order entered against Trina Kenney by the
4 United States District Court, Central District of California on April 15, 2011.

5 Case 2:10-cr-00969-GHK Document 34 Filed 04/15/11 Page 1 of 6 Page ID #:245

6 United States District Court
Central District of California

JS-3

7 UNITED STATES OF AMERICA vs. Docket No. CR10-00969-AHM
8 Defendant Trina Lee Kenney Social Security No. 8 5 2 1
9 KENNY, Trina Lee
10 KENNEY, Tina Lee
11 COLOMBO, Trina Lee
12 WHITTMAN, Inga
13 HAYDEN, Jackie
14 HAYDENBURG, Sam
15 JENNINGS, Patricia
16 JENNINGS, Rachel (Last 4 digits)
17 JENNINGS, Ruth
18 KENNEY, Kate
19 KENNEY, Lisa
20 LORENZA, Sara
21 RANDOLPH, Sierra
22 RUSH, Hattie
23 WATSON, Leslie
24 akas: "Joni"

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person on this date.

MONTH	DAY	YEAR
April	13	2011

25 COUNSEL Joseph Shemeria, Rtnl.
(Name of Counsel)
26 PLEA GUILTY, and the court being satisfied that there is a factual basis for the plea. NOLO
27 CONTENDERE NOT
28 GUILTY
29 FINDING There being a finding/verdict of GUILTY, defendant has been convicted as charged of the offense(s) of:
30 Mail Fraud in violation of 18 U.S.C. §§ 1341, 2(b) as charged in the Single-Count
31 Information.
32 JUDGMENT AND PROB/ COMM ORDER The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the
33 contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that:
34 Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the
35 custody of the Bureau of Prisons to be imprisoned for a term of:

Forty-One (41) months. Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three (3) years under the following terms and conditions:

36 11. Public records indicate that the Kenney Family's puppy selling scheme began as
37 early as June 2014, when a victim reported to San Bernardino County law enforcement that the
38 Kenneys had sold him, via Craigslist, a "golden doodle" that fell ill mere days after purchase—
39 bleeding, vomiting, and lethargic—and reportedly died during a veterinary exam of parvovirus.

40 12. As a result of Defendants' unlawful scheme, Purchaser Plaintiffs have suffered
41 monetary damages and emotional harm, as their puppies have battled serious medical
42 conditions, and, in most cases, have died due to Defendants' conduct. But Defendants' unfair
43 and unlawful business practices extend even beyond the misrepresentations they used to entice
44 Purchaser Plaintiffs into purchasing the puppies, to include vicious threats and harassment

1 when Purchasers and other victims have discovered the truth and tried to get their money back
2 or speak up. Plaintiffs bring this action to hold Defendants accountable and stop them from
3 harming any more people and puppies.

4 **II. JURISDICTION AND VENUE**

5 13. This Court has jurisdiction over Defendants because Defendants have their
6 principal place of business in California and sell their puppies in the state of California.

7 14. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure
8 § 395, because at all times relevant, the Defendants' acts giving rise to the causes of action set
9 forth in this Complaint occurred in or are directed at Los Angeles County, State of California.
10 Defendants sell puppies throughout this County, as well as other Counties in Southern
11 California. The amount in controversy exceeds the jurisdictional minimum of this court.

12 15. Corporation Code Section 10404 authorizes a cause of action for specially-
13 incorporated humane societies such as Caru SPCA to "proffer a complaint against any person,
14 before any court or magistrate having jurisdiction, for the violation of any law relating to or
15 affecting animals..."

16 **III. PARTIES**

17 **A. Plaintiffs**

18 16. Plaintiff Jessica Loy, an individual, is and was a consumer who resides in, and is
19 a citizen of, the County of Orange, State of California.

20 17. Plaintiff Brittany Swigart, an individual, is and was a consumer who resides in,
21 and is a citizen of, the County of Orange, State of California.

22 18. Plaintiff Brandon Swigart, an individual, is and was a consumer who resides in,
23 and is a citizen of, the County of Orange, State of California.

24 19. Plaintiff Jane Doe, an individual, is and was a consumer who resides in, and is a
25 citizen of, the County of Orange, State of California. Plaintiff Jane Doe sues as a Doe based
26 upon a reasonable fear for her safety from reprisal and harassment by Defendants as a result of
27 the lawsuit.

28 20. Plaintiff Ramtin Mehrvijeh, an individual, is and was a consumer who resides in,

1 and is a citizen of, Los Angeles County, State of California.

2 21. Plaintiff Julia Summer Evans, an individual, is and was a consumer who resides
3 in, and is a citizen of, the County of Orange, State of California.

4 22. Plaintiff Jane Roe, an individual, is and was a consumer who resides in, and is a
5 citizen of, the County of Boston, State of Massachusetts. Plaintiff Jane Roe sues as a Roe based
6 upon a reasonable fear for her safety from reprisal and harassment by Defendants as a result of
7 the lawsuit.

8 23. Plaintiff Caru Society for the Prevention of Cruelty to Animals (“Caru SPCA”) is
9 a California non-profit corporation incorporated pursuant to Corporations Code section 10400.
10 Caru SPCA’s purpose is to prevent cruelty to animals throughout the State of California by,
11 among other things, “proffer[ing] complaint[s] against any person, before any court of
12 magistrate having jurisdiction, for the violation of any law relating to or affecting animals.”

13 **B. Defendants**

14 24. Defendants Trina Kenney, Rick Kenney, Elijah Kenney and Jezriel Kenney
15 (hereinafter “Kenney Family”), are individuals who reside in, and are citizens of, San
16 Bernardino County, State of California. Defendants operate their dog breeding and trafficking
17 business out of their home in Phelan, California, and are doing business in Los Angeles
18 County.

19 **C. Doe Defendants**

20 25. The true names and capacities of the Defendants sued herein as Does 1 through
21 50, inclusive, are unknown to Plaintiffs at this time. Plaintiffs sue said Defendants by such
22 fictitious names. Plaintiffs are informed and believe and on that basis allege that each of the
23 fictitiously named Defendants were and/or are agents, associates, or partners of the Kenney
24 Family, or are entities owned, managed by, or associated with the Kenney Family and are
25 responsible in some manner for the acts and conduct alleged in this Complaint.

26 **D. Aiding, Abetting, and Conspiring**

27 Plaintiffs are further informed and believe, and on that basis, allege that each of the
28 fictitiously named Defendants aided, abetted and conspired with the Kenney Family and all

1 Defendants acted together and helped each other in carrying out the acts complained of herein.
2 Plaintiffs will ask leave of the Court to amend this complaint to show their true names and
3 capacities when they have been determined. Unless indicated specifically, Kenney Family and
4 Does 1 through 50 will be referred to collectively as “Defendants.”

5 **IV. FACTUAL ALLEGATIONS**

6 **A. Puppy Trafficking**

7 26. Defendants are engaged in puppy trafficking for profit.

8 27. Upon information and belief, Defendants are both breeding and acquiring or
9 importing underaged and diseased puppies for sale to the public. In this way, Defendants are
10 operating in a similar manner to the puppy mills which are likely the origin of most of the dogs
11 Defendants sell.

12 28. A puppy mill is a commercial dog breeder that seeks to maximize profits by
13 producing the largest possible quantity of puppies without regard for the health and welfare of
14 the breeder dogs or their puppies.

15 29. In a puppy mill, female dogs are bred at every opportunity without sufficient
16 recovery time between litters. Once physically depleted to the point they lose the ability to
17 reproduce, breeding female dogs are generally destroyed using inhumane methods. Thus,
18 following a cruel life of breeding litters upon litters of puppies, the sire and dam of that puppy
19 mill puppy is highly unlikely to ever make it out of the mill alive.

20 30. While alive and forced to reproduce, the breeding female and her puppies are
21 typically confined to cages barely large enough to turn around in, sometimes exposed to the
22 elements, 24 hours a day, seven days a week and 365 days a year. Cages are frequently stacked
23 upon one another in columns to conserve space so the puppy mill can maximize its number of
24 breeding females, and therefore, its production of puppies. These cages in which the breeding
25 female spends her entire life, and the puppies’ first several weeks of life, are typically floored
26 with wire mesh to facilitate waste removal and cleanup without regard for the health and
27 wellbeing of either the puppies or their mother.

28 31. The conditions at these puppy mills have degenerated to a point of disregard for

1 the welfare of the dogs, who are imprisoned in unsanitary, overcrowded conditions without
2 adequate veterinary care, food, water, exercise or mental stimulation and socialization.

3 32. As a result of these conditions, puppies whelped at puppy mills like the ones the
4 Kenney Family likely sourced from in selling dogs to Purchaser Plaintiffs are highly prone to
5 or already have debilitating and life-threatening conditions, such as Parvovirus, Giardia, and
6 other conditions.

7 **B. Kenney Family Fraudulent Scheme**

8 33. The Kenney Family breed some puppies in their home, located at 3631 Daisy
9 Lane, Phelan, California, and acquire others from people and locations unknown at this time.
10 The puppies are kept in substandard conditions, not vaccinated, and are denied veterinary
11 treatments.

12 34. On April 11, 2018, 32 dogs, including 17 puppies, were seized from Defendants'
13 Phelan home by the San Bernardino Sherriff's Department during an investigation into a
14 breeding and sales operation, led by the Humane Society of San Bernardino Valley, Rancho
15 Cucamonga Animal Control, and San Bernardino County Animal Control. News reports of the
16 raid described the animals living in filthy conditions, sick and requiring veterinary care.
17 Despite this, the Kenney Family was undeterred and continues to this day with their fraudulent
18 operation.

19 35. News reports and officials involved in the raid described the animals living in
20 abhorrent conditions sick and requiring veterinary care. A Humane Society of San Bernardino
21 Valley official reported that some of the dogs were in the house, in a tub, with no food or
22 water. The official further described kennels outside with no food or water, and the dogs living
23 in filth.

24 36. The Kenneys fraudulently advertise the puppies as Labradoodles or
25 Goldendoodles, with up-to-date vaccinations, dewormed, and approximately 8-12 weeks old.

26 37. The majority of the puppies that the Kenney Family sells are dyed brown or red.
27 The true color of the puppies is white, which the new owners learn upon bathing the puppy or
28 the growth of the puppy's fur.

1 38. The vaccination records Defendants typically supply to buyers are inaccurate and
2 fabricated. The puppies come home vomiting, with diarrhea, and are later diagnosed with
3 canine parvovirus and distemper, which are both deadly, and often end up with the puppy
4 requiring euthanasia.

5 39. The puppies are typically younger than the 8-12 weeks old advertised.

6 40. The Kenney Family places advertisements on Craigslist.com, Recycler.com, and
7 possibly other sites on the internet. A typical advertisement consists of a photograph of a
8 healthy, fluffy puppy posed on a blanket or against a patterned background, and states that the
9 puppy has been dewormed and vaccinated, and the terms of sale being between \$1,000 and
10 \$1,350 cash. Here is one example:

11 ★ Miniature labradoodle puppies!!
12 (IND) 📧

13 image 1 of 3



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20 Miniature labradoodle puppies!!
21 Immunizations and deworming, done.
22 Crate training, pee pad training, done.
23 Non-shedding & hypoallergenic.
24 \$1,350. Text at • [show contact info](#) •

25 41. The Kenney Family communicates via text message, using internet “text me”
26 numbers, to set up a time and place to meet the customer. The puppy is delivered in a parking
27 lot with an “immunization record” to the customer. Later, when the customer tries to follow up
28 after they discover their puppy is sick or is otherwise not as advertised, the phone number is
disconnected, or the Kenney Family feigns confusion and concern before threatening and
taunting the purchaser.

1 **C. Purchaser Plaintiffs Were Defrauded By Defendants’ Scheme**

2 42. Purchaser Plaintiffs purchased puppies from Defendants between 2018 and 2019.
3 Before purchasing their respective puppies, each of the Purchaser Plaintiffs was assured that
4 the puppies were healthy, an appropriate age to be sold, and current on vaccinations.

5 43. Defendants provided false information regarding the puppies to Purchaser
6 Plaintiffs. All of the puppies came with a false “immunization record” at the time sale, which
7 purported to state the vaccinations that the puppy was given. Upon information and belief, this
8 record was fraudulent and contained false information.

9 44. Shortly after coming home, Purchaser Plaintiffs’ puppies demonstrated serious
10 illnesses, which they obviously had at the time of sale. Some illnesses manifested within hours
11 of sale. All of the puppies were underage, had illnesses such as canine parvovirus and giardia,
12 and were not properly vaccinated.

13 **1. Jessica Loy**

14 45. Plaintiff Jessica Loy and her family (husband and three children—hereinafter
15 “The Loys”) purchased a puppy, “Penny”, from the Kenneys on March 14, 2018. Jessica had
16 been promising her children a dog for years, and her son saved up his money to pay for half of
17 the puppy.



1 46. Jessica responded to an advertisement on Recycler.com for a “9-12-week-old”
2 female Goldendoodle, and met one of the Kenney family members in a Tijuana Tacos parking
3 lot in Claremont, California.

4 47. Jessica paid \$1,000 cash for the puppy, \$600 of which was money earned by her
5 son who had been sweeping hair at a local barbershop to raise money for the puppy.

6 48. At the time of purchase, Jessica was given an “immunization record” in the form
7 of a small pamphlet that listed the vaccines Penny had been given. The original Recycler.com
8 advertisement also stated that the dog was immunized and dewormed.

9 49. On the drive home, Penny began having diarrhea. Once The Loys arrived home,
10 they discovered that Penny was actually a male. The Loys decided to settle for a male since
11 they already started bonding with him, and renamed him “Bear”.

12 50. Bear refused to eat his dog food or drink water, so The Loys took him to the
13 veterinarian, who administered fluids and told The Loys to continue monitoring him.

14 51. The following day, Bear was still sick, with extreme vomiting and diarrhea. The
15 Loys decided to give him a bath, and upon doing so, discovered that his fur that been dyed. His
16 actual color was an off-white, and he had been dyed brown.

17 52. The following day, The Loys took Bear back to the veterinarian, where he was
18 diagnosed with canine parvovirus and distemper. The veterinarian strongly recommended that
19 they euthanize Bear as his condition was too severe for treatment. The Loys made the difficult
20 and heartbreaking decision to euthanize Bear.

21 53. The veterinarian also told The Loys that Bear was closer to four weeks old when
22 they purchased him, not “9-12 weeks” as The Kenney Family had told them.

23 54. The Loys spent close to \$1,000 on medical bills for Bear, in addition to the
24 \$1,000 purchase price. In addition to monetary damages, The Loys have suffered emotional
25 trauma from the entire experience.

26 55. The veterinarian advised The Loys to thoroughly and professionally disinfect
27 their home, to get rid of all traces of the distemper and parvovirus, as it is highly contagious.
28 The Loys spent hundreds of dollars doing so.

1 56. Jessica Loy contacted Defendant Trina Kenney regarding Bear, his illness, and
2 his death. Defendant Trina Kenney denied selling Jessica a dog and refused to remedy the
3 situation. Defendant Trina Kenney further threatened Jessica with racial slurs, referring to
4 Jessica’s ethnicity.

5 **2. Brittany and Brandon Swigart**

6 57. Plaintiffs Brittany and Brandon Swigart (“The Swigarts”) purchased a female
7 puppy “Winnie” from Defendants on February 2, 2019. The Swigarts are newlyweds, and
8 Winnie was their first dog together. The Swigarts responded to a Craigslist advertisement for
9 an eight-week old female mini labradoodle. The Swigarts met a member of the Defendants’
10 family at an Ulta store parking lot in West Covina, California and paid \$1,200 cash for Winnie.

11 58. At the time of purchase, The Swigarts were given an “immunization record” in
12 the form of a small pamphlet that listed the vaccinations that the puppy was supposedly given.
13 The original Craigslist advertisement also stated that the puppy was immunized and dewormed.

14 59. Winnie began having constipation, which turned into severe diarrhea. Winnie also
15 refused to eat or drink. The Swigarts took her to the veterinarian and found out that she had
16 fleas and parasites that had made it into her bloodstream. Winnie was admitted to the



1 hospital, and treated for anemia and given a blood transfusion. The Swigarts also found out that
2 Winnie’s fur had been dyed a reddish-brown.

3 60. After three weeks in the hospital, Winnie was euthanized on the veterinarian’s
4 recommendation. She had canine distemper, and never weighed over one pound.

5 61. The veterinarian also told the Swigarts that Winnie was closer to four weeks old
6 when they purchased her, not eight weeks as the Defendants had told them.

7 62. The Swigarts incurred damages of approximately \$9,000.00 in medical bills, and
8 had to take out a line of credit that they are currently paying off. In addition to the damages
9 incurred by The Swigarts from treating their beloved new pet, they have suffered emotional
10 trauma from the entire experience.

11 63. The veterinarian advised The Swigarts to thoroughly and professionally disinfect
12 their home, to get rid of all traces of the canine distemper, as it is highly contagious. The
13 Swigarts spent hundreds of dollars doing so.

14 64. The Swigarts reached out to the Defendants after Winnie’s death, and informed
15 them of Winnie’s illness, medical bills, and death, and also informed them that they are aware
16 that the Defendants falsified vaccination records, and lied about Winnie’s age, breed, and color.
17 Defendants ignored their message. Later, a member of the Defendants’ family contacted them
18 on social media, threatening The Swigarts and their business.

19 **3. Jane Doe**

20 65. Plaintiff Jane Doe purchased her puppy “Ruby” on January 28, 2019. Jane
21 responded to a Craigslist advertisement for an eight-week old female mini labradoodle. She
22 and her two young children met a member of the Defendants’ family in a Starbucks parking lot
23 in Claremont, California. Jane Doe paid \$1,320 cash for Ruby. Jane Doe was told Ruby was a
24 female, but upon coming home she found out that Ruby was a male, so she renamed the puppy
25 “Teddy”.

26 66. Teddy was advertised as a miniature labradoodle. Jane Doe later found out
27 through a DNA test that Teddy is in fact half miniature poodle and half hound.

28 ///

1 67. At the time of purchase, Jane Doe was given an “immunization record” in the
2 form of a small pamphlet that listed the vaccinations the puppy was given. The original
3 Craigslist advertisement also stated that the puppy was immunized and dewormed.

4 68. Teddy immediately began vomiting and having bloody diarrhea when Jane Doe
5 brought him home. The following day, Jane Doe took him to the veterinarian, where he was
6 diagnosed with canine parvovirus and giardia. The veterinarian suggested euthanasia due to
7 the severity of Teddy’s condition, but Jane Doe wanted to try and save his life. Jane Doe spent



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19 \$1,700.00 on treatment and was able to save the puppy’s life. Teddy miraculously recovered
20 from the parvovirus and giardia.

21 69. The veterinarian also told Jane Doe that Teddy was closer to four weeks old
22 when they purchased him, not eight weeks as the Defendants had stated.

23 70. Due to Teddy’s young age when he was sold, and his breeding and treatment by
24 the Defendants, Teddy currently demonstrates negative behavioral issues and socialization.
25 Jane Doe was forced to enroll Teddy in obedience classes to address the behavioral issues.

26 71. In addition to the monetary damages incurred by Jane Doe from treating her
27 beloved new pet, she has suffered emotional trauma from the entire experience.

28 ///

1 72. The veterinarian advised Jane Doe to thoroughly and professionally disinfect her
2 home, to get rid of all traces of the parvovirus, as it is highly contagious. Jane Doe spent
3 hundreds of dollars doing so.

4 73. Jane Doe reached out to Defendant Trina Kenney regarding Teddy. After some
5 discussion, Defendant Trina Kenney offered to refund her “once she received her tax refund
6 because she already spent the money” Jane Doe gave her to purchase Teddy. The following
7 day, Defendant Trina Kenney contacted Jane Doe, accused her of placing ads on Craigslist
8 saying that the Defendants stole money, and called her “sick”. As a result of her interaction
9 with the Defendants following Teddy’s ordeal, as well as the other information she has learned
10 from other victims regarding retaliation by the Defendants, Jane Doe is extremely fearful for
11 her family’s safety, and wishes to remain anonymous.

12 **4. Ramtin Mehrviejeh**

13 74. Plaintiff Ramtin Mehrviejeh purchased his puppy “Ruffles” on September 16,
14 2019. Ramtin found Ruffles on an advertisement on Recycler.com for a male Goldendoodle
15 puppy.

16 75. Ramtin is single and lives alone in West Hollywood, California. He had never
17 owned a pet before, and this was his first experience buying a puppy.

18 76. Ramtin met a member of the Defendants’ family at a Petco store parking lot in El
19 Monte, and paid \$1,350 cash for Ruffles.

20 77. At the time of the purchase, Ramtin was provided an “immunization record” in
21 the form of a small pamphlet that stated the vaccinations that the puppy was given. The original
22 Recycler.com advertisement also stated that the puppy was immunized and dewormed.

23 78. Upon arriving home, Ramtin noticed that Ruffles was shivering, refusing to eat,
24 and began vomiting. Ruffles woke up four times throughout the night with extreme vomiting.

25 79. The following morning, Ramtin took Ruffles to the veterinarian, where he was
26 diagnosed with severe canine parvovirus. The veterinarian informed Ramtin that the treatment
27 would cost approximately \$6,000 to save his life.

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1 80. Ramtin could not afford to pay \$6,000 for the treatment. The veterinarian offered
2 to try and save Ruffles' life if Ramtin agreed to surrender Ruffles to the clinic and release
3 ownership. Ramtin agreed, in hopes that it would save his life. Ramtin had Ruffles for a total of
4 24 hours, but the entire experience was extremely traumatizing for him.



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15 81. The veterinarian advised Ramtin to thoroughly and professionally disinfect his
16 home, to get rid of all traces of the parvovirus, as it is highly contagious. Ramtin spent
17 hundreds of dollars doing so.

18 82. Ramtin reached out to Defendant Trina Kenney after surrendering Ruffles. He
19 explained what happened to Ruffles, warned Defendant Trina Kenney that the rest of the litter
20 may be infected with parvovirus, and requested a refund. Defendant Trina Kenney refused to
21 give him a refund unless he returned Ruffles. Ramtin explained that Ruffles was dying, and he
22 had no choice but to surrender him to the veterinarian to save his life. Defendant Trina Kenney
23 denied that Ruffles was sick, accused Ramtin of lying, and called him a “fucking scammer”.

24 83. In addition to the monetary damages incurred by Ramtin, he has suffered
25 emotional trauma from the entire experience.

26 **5. Julia Summer Evans and Austin Matelson**

27 84. Plaintiffs Julia Summer Evans (“Summer”) and Austin Matelson purchased their
28 puppy “Charlie” on September 7, 2019. Summer responded to a Craigslist advertisement for a

1 nine-week old male Goldendoodle. Austin paid \$1150 cash for Charlie. Summer and Austin
2 were told Charlie was a male, but upon coming home they found out that Charlie was a female.



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16 85. At the time of purchase, Summer and Austin were given an “immunization
17 record” in the form of a small pamphlet that listed the vaccinations that the puppy was given.
18 The original Craigslist advertisement also stated that the puppy was immunized and dewormed.

19 86. The following day, Charlie began having diarrhea, vomiting, and displaying signs
20 of illness. After several days of showing no improvement, Summer and Austin took Charlie to
21 the veterinarian, where Charlie was diagnosed with giardia and worms. The veterinarian stated
22 that the giardia was caught and treated before it entered the bloodstream, so Charlie made a
23 miraculous recovery. Charlie is currently still being treated for worms, but is otherwise healthy.

24 87. The veterinarian also told Summer and Austin that Charlie was closer to seven
25 weeks old when they purchased him, not nine weeks as Defendants had stated.

26 88. Summer and Austin spent approximately \$500 in medical bills for Charlie’s care.
27 In addition to the monetary damages incurred by Summer and Austin, they have suffered
28 emotional trauma from the entire experience.

1 89. Following Charlie’s medical issues and treatment, Summer and Austin reached
2 out to Defendants to inform them of Charlie’s condition. Austin also posted about the incident
3 on social media, in an effort to warn other people. Soon after, members of the Defendants’
4 family began messaging Summer and Austin on social media and harassing them.

5 **6. Emily Kovach**

6 90. Plaintiff Emily Kovach purchased her puppy “Stella” on October 5, 2019. Emily
7 responded to a Craigslist advertisement for an eight-week old female Goldendoodle. Emily
8 paid \$1,100 cash for Stella.



22 91. At the time of purchase, Emily was given an “immunization record” in the form
23 of a small pamphlet that listed the vaccinations that the puppy was given. The original
24 Craigslist advertisement also stated that the puppy was immunized and dewormed.

25 92. The following day, Stella began acting lethargic, vomiting, and had blood in her
26 stool. Emily took her to the animal hospital, where Stella tested positive for canine parvovirus.
27 Stella had to be admitted overnight, and the veterinarian informed Emily that Stella’s chances
28 for survival were very low, given her young age.

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93. The following day, the veterinarian called and said that Stella was making a slow but miraculous recovery. Stella was also being treated for a gastrointestinal disease from the canine parvovirus and strain on her digestive system. Emily also found out that Stella’s fur was dyed brown.

94. Emily spent approximately \$5,000 in medical bills for Stella’s care and had to take out a line of credit.

95. In addition to the monetary damages incurred by Emily, she has suffered emotional trauma from the entire experience.

7. Jane Roe

96. Plaintiff Jane Roe purchased her puppy “Sicily” in April 2018. Jane Roe responded to a Craigslist advertisement for an eight-week old female Goldendoodle.

97. Jane Roe met a member of the Defendants’ family at a PetSmart store parking lot in Eastvale, Riverside County, California, and paid \$1,050 cash for Sicily.



1 98. At the time of purchase, Jane Roe was given an “immunization record” in the
2 form of a small pamphlet that listed the vaccinations that the puppy was given. The original
3 Craigslist advertisement also stated that the puppy was immunized and dewormed.

4 99. Jane Roe was told that Sicily was a female, but upon coming home she found out
5 that Sicily was actually a male. Jane Roe also found out that Sicily’s fur was dyed brown.

6 100. Jane Roe reached out to Defendant Trina Kenney immediately and asked if she
7 could return Sicily. Defendant Trina Kenney refused, and told Jane Roe to sell Sicily.

8 101. The following day, Sicily began acting lethargic and vomiting. Jane Roe took
9 Sicily to the animal hospital, where Sicily was hospitalized for parasites.

10 102. The veterinarian also told Jane Roe that Sicily was much younger than the eight
11 weeks as Defendants had stated.

12 103. Within nine days, Sicily had died after having a seizure. Jane Roe spent
13 approximately \$2,000 in medical bills trying to save Sicily’s life.

14 104. In addition to the monetary damages incurred by Jane Roe from treating Sicily,
15 she has suffered emotional trauma from the entire experience.

16 105. Jane Roe has witnessed fellow victims of the Kenney’s scheme viciously
17 harassed by the Kenneys, including having their safety threatened and their livelihoods and
18 places of businesses targeted. Jane Roe thus became very anxious and worried, shortly after
19 purchasing Sicily, that the Kenneys were watching her or were going to harm her. As a result,
20 she wishes to remain anonymous.

21 **D. Kenney Family Runs An Illegal Pet Dealer Operation**

22 106. As detailed above, the Kenney Family operates as unscrupulous retail pet sellers,
23 using a number of websites to sell a steady stream of puppies to individual purchasers as
24 household pets. The pets the Kenney Family sells, however, are sick at the time of sale.
25 Purchaser Plaintiffs report that puppies purchased from the Kenney Family have shown visible
26 symptoms of illness as early as the car ride home from Purchasers taking possession of the
27 puppies.

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1 107. Many of the puppies that the Kenney Family sells have canine parvovirus, an
2 extremely contagious virus that is very often deadly for newborn puppies. Others have
3 illnesses and diseases like giardia or distemper.

4 108. The puppies the Kenneys have sold very often die mere days after purchase,
5 despite Purchasers' and veterinarians' efforts to save them, and therefore must have been ill at
6 the time of purchase.

7 109. Many of the puppies that the Kenney Family sells, included those bought by the
8 Purchasers, are under eight weeks old, according to the licensed veterinarians who examine
9 them. Veterinarians have reported that some appear far younger than eight weeks.

10 110. Upon information and belief, the puppies are not examined by a licensed
11 veterinarian before they are sold by the Kenney Family to Purchasers and other consumers.

12 111. When the Kenney Family sells a puppy to a purchaser, the only written material
13 they provide to the purchaser is an "immunization record" in the form of a small pamphlet that
14 lists the alleged vaccinations that the puppy was given. Upon information and belief, these
15 records are fraudulent and contain false information, and the puppies are not vaccinated.

16 112. The Kenney Family provides to purchasers, including the Purchaser Plaintiffs, no
17 information about the puppies' breeders or brokers, or health status and history. Nor do they
18 provide purchasers information about dog licensing requirements, spaying and neutering, or pet
19 purchasers' rights and remedies under California law.

20 **V. CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**
22 **FOR VIOLATION OF THE UNFAIR COMPETITION LAW**
23 **Against All Defendants**
Cal. Bus. & Prof. Code § 17200 *et seq.*

24 113. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
25 in this Complaint.

26 114. California Business and Professions Code section 17200 *et seq.*, prohibits unfair
27 competition in the form of any unlawful, unfair or fraudulent business act or practice and
28 unfair, deceptive, untrue, or misleading advertising. The utilization of such practices and

1 advertising was and is under the sole control of Defendants, and was fraudulently and
2 deceptively hidden from Purchaser Plaintiffs and members of the general public in their
3 marketing and promotion of the puppies for sale on Craigslist and other internet sites.

4 115. Plaintiffs are informed and believe, and on that basis allege that Defendants have
5 engaged in unlawful, unfair and/or fraudulent business acts or practices that violate the Unfair
6 Competition Law by: (a) misrepresenting or disguising the true origins, health, vaccination
7 status, breed, sex, and color of puppies they sell on Craigslist and other internet sites; (b)
8 maintaining and giving to Purchaser Plaintiffs false records concerning the health of the
9 puppies; (c) denying proper veterinary care and treatment to the puppies; (d) failing to maintain
10 proper sanitation so as to protect health and prevent disease outbreaks; (e) providing inadequate
11 housing and quarantining to puppies; (f) engaging in a pattern of harassment, threats, and
12 intimidation of purchasers who attempt to speak up about or seek redress for the harms they
13 suffered as a result of the Kenneys' scheme; (g) other conduct that violates the below-listed
14 laws, including the False Advertising Law, Cal. Bus. & Prof. Code § 17500, Lockyer-Polanco-
15 Farr Pet Protection Act, Cal. Health & Safety Code §§ 122125 *et seq.*, and Consumer Legal
16 Remedies Act, Cal. Civ. Proc. Code § 1750.

17 116. Defendants committed a deceptive act by making written and/or oral material
18 representations and omissions that had a capacity, tendency, or likelihood to deceive or confuse
19 reasonable consumers by representing that the puppies sold were 8-12 week-old, brown or
20 tawny-colored Goldendoodle and Labradoodle puppies in good health, with up to date
21 vaccinations and deworming. These statements and representations include, but are not limited
22 to direct statements, in person, via Defendants' Craigslist and other internet posts, and via text
23 message, made to the Purchaser Plaintiffs.

24 117. Purchaser Plaintiffs are informed and have reason to believe that Defendants
25 continue to practice the same unlawful, unfair, or fraudulent business acts or practices to this
26 day, as Defendants continue posting their characteristic Craigslist ads for puppies, and more
27 and more new victims of Defendants' puppy trafficking scheme come forward.

28 118. Defendants' acts, misrepresentations, concealment of material facts and failures

1 to disclose as alleged in this Complaint, constitute unlawful, unfair or fraudulent business acts
2 or practices and unfair, deceptive, untrue or misleading advertising within the meaning of
3 California Business & Professions Code section 17200 *et seq.*

4 119. Upon information and belief, Defendants intended that customers rely on these
5 deceptive acts and practices in purchasing puppies, with the knowledge that significant harm
6 would result.

7 120. Purchaser Plaintiffs did, in fact, purchase puppies in reliance on these deceptive
8 acts and practices and suffered injury as a result of Defendants' conduct, including significant
9 financial and personal costs.

10 121. Pursuant to California Business & Professions Code section 17203, Plaintiffs
11 seek an award of equitable relief including requiring that Defendants (a) make full restitution of
12 all monies obtained from the unlawful, unfair, or fraudulent business acts or practices and
13 unfair, deceptive, untrue or misleading advertising as described in this Complaint and (b)
14 disgorge all profits obtained from the unlawful, unfair or fraudulent business acts or practices
15 and unfair, deceptive, untrue or misleading advertising as described in this Complaint.

16 122. Pursuant to California Business & Professions Code section 17203, Plaintiffs
17 seek an award of injunctive relief enjoining Defendants from continuing to engage in the
18 unlawful, unfair or fraudulent business acts or practices and unfair, deceptive, untrue or
19 misleading advertising as described in this Complaint.

20 123. Pursuant to California Business & Professions Code section 17205, damages
21 awarded under this cause of action are cumulative to remedies provided by other laws.

22
23 **SECOND CAUSE OF ACTION**
DECLARATORY AND INJUNCTIVE RELIEF
24 **Plaintiff Caru SPCA Against All Defendants**
Corporations Code § 10404

25 124. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
26 in this Complaint.

27 125. Corporations Code section 10404 empowers humane societies specially
28 incorporated under Section 10400 to enjoin entities from violating laws related to or affecting

1 animals by “proffer[ing] a complaint against any person, before any court or magistrate having
2 jurisdiction, for violation of any law relating to or affecting animals[.]”

3 126. Caru SPCA is a humane society incorporated under Section 10400 of the
4 Corporations Code. Pursuant to Section 10404, Caru SPCA seeks to enjoin Defendants from
5 operating in violation of laws relating to or affecting animals.

6 127. Caru SPCA is entrusted with the authority, via Corporations Code section 10404,
7 to challenge Defendants’ unlawful violations of animal-related statutes and ordinances, as part
8 of the “explicit and comprehensive legislative scheme for enforcement of anticruelty laws.”
9 *Animal Legal Defense Fund v. Mendes* (2008) 160 Cal. App. 4th 136, 142-44; *see also Animal*
10 *Legal Defense Fund v. California Exposition and State Fairs* (2015) 239 Cal. App. 4th 1286,
11 1296.

12 128. Specifically, Caru SPCA challenges Defendants’ neglect of the puppies in their
13 care and Defendants’ operation of an unpermitted, noncompliant retail pet sales operation.

14 129. California statutes make it unlawful to, among other things, subject any animal to
15 needless suffering or cruelty by depriving the animal of necessary food, drink, or shelter (Cal.
16 Penal Code § 597(a)-(b)), keeping animals in any building or enclosure without proper care or
17 attention (Cal. Penal Code §§ 597.1, 597f), or permit any animal to be subjected to unnecessary
18 suffering or cruelty of any kind (Cal. Penal Code § 597a). “Cruelty” under these laws includes
19 “every act, omission, or neglect whereby unnecessary or unjustifiable physical pain or suffering
20 is caused or permitted” upon an animal. Cal. Penal Code § 597b.

21 130. California law further prohibits selling a live animal on any street or parking lot
22 (Cal. Penal Code § 597.4(a)(1)), or selling any dog under eight weeks of age unless, prior to
23 the transfer of the dog to the purchaser, the dog is approved for sale, as evidenced by written
24 confirmation from a California-licensed veterinarian. Cal. Penal Code § 597z.

25 131. Moreover, under California’s Lockyer-Polanco-Farr Pet Protection Act (“Pet
26 Protection Act”), Defendants are a “pet dealer”: “a person engaging in the business of selling
27 dogs or cats, or both, at retail, and by virtue of the sales of dogs and cats is required to possess
28 a permit pursuant to Section 6066 of the Revenue and Taxation Code.” Cal. Health & Safety

1 Code § 122125. Defendants are using internet platforms to engage in the regular sale of dogs
2 to consumers for personal use as pets, and are required to possess a California seller's permit.

3 132. The Pet Protection Act requires pet dealers to, among other things: provide
4 purchasers written material about spaying and neutering, veterinarian relationships, and dog
5 licensing (Cal. Health & Safety Code § 122157(b)); provide purchasers written statements
6 about the individual dog being sold, including the dog's breeder, date of birth, and health status
7 and veterinary history (Cal. Health & Safety Code § 122140(b)); when necessary, provide
8 veterinary care without delay to dogs in the dealers' possession (Cal. Health & Safety Code §§
9 122155(a)(8), 122210(a)); never be in possession of a dog less than eight weeks old (Cal.
10 Health & Safety Code § 122155(b)); provide purchasers a written notice of rights as pet
11 purchasers (Cal. Health & Safety Code § 122190); not knowingly sell dogs that are ill or
12 diseased (Cal. Health & Safety Code § 122205); only sell dogs that have been examined by a
13 veterinarian (Cal. Health & Safety Code § 122210(a)); and make viewable to prospective
14 puppy purchasers a notice indicating the state in which the dog was bred and brokered (Cal.
15 Health & Safety Code § 122220(a)).

16 133. As detailed above, Defendants are violating all of these California laws. First,
17 Defendants are subjecting the puppies they sell to unnecessary suffering, by failing to provide
18 them with adequate (or any) veterinary care and failing to provide a proper living environment
19 and care so as to ensure that the animals to not suffer unnecessarily, unattended to and
20 untreated, from deadly diseases, infections, and other health ailments. The conditions observed
21 and reported on by public officials during the 2018 raid of the Kenney Family's residence—
22 dozens of animals sick and requiring veterinary care, kept in bathtubs or kennels without proper
23 food or water, living in filth—confirm the Defendants are unlawfully exposing the animals they
24 offer for sale to unnecessary suffering and cruelty. And the atrocious physical state of the
25 puppies when they were sold to the Purchaser Plaintiffs—vomiting and with diarrhea,
26 succumbing to deadly diseases and riddled with infections—further indicates that the
27 conditions found during the 2018 raid of the Defendants' residence persist, and indicate a
28 chronic failure by the Kenney Family to provide adequate care to the dogs they sell, as required

1 by California law.

2 134. Moreover, Defendants are further violating California law by selling puppies in
3 parking lots, and selling puppies under eight weeks of age. Defendants used parking lots and
4 shopping plazas to sell the puppies to the Purchaser Plaintiffs, and supplied no written
5 confirmation from a California-licensed veterinarian indicating that the under eight-week
6 puppies Defendants offered were fit for sale—indeed, because the Kenney Family falsely
7 represented that the puppies were *over* eight weeks.

8 135. Finally, Defendants are violating the above-listed provisions of the Pet Protection
9 Act. They do not provide to purchasers any of the numerous statutorily required disclosures,
10 pieces of information, and written materials, except for a falsified “immunization record.”
11 Defendants do not provide veterinary care to the puppies in their possession when such care is
12 clearly necessary, and instead sell puppies that are known to be ill, as Purchaser Plaintiffs
13 discovered when their pets were deathly ill immediately upon purchase and often died soon
14 after. Defendants are in possession of puppies less than eight weeks old, and indeed sold to
15 Purchase Plaintiffs puppies that were far too young to be offered for sale. Defendants sell
16 puppies that have not been examined by a veterinarian; a veterinarian would never have cleared
17 for sale the underage, unvaccinated puppies, suffering from serious illnesses like parvovirus,
18 that Defendants sold Purchaser Plaintiffs.

19 136. Unless specifically enjoined by this Court, Defendants will continue their illegal
20 conduct in violation of California law. Caru SPCA seeks injunctive relief preventing
21 Defendants from continuing to violate these laws pursuant to the enforcement authority
22 provided by Cal. Corp. Code § 10404, in addition to other relief, as described in the Prayer for
23 Relief below.

24 **THIRD CAUSE OF ACTION**
25 **FALSE AND MISLEADING ADVERTISING IN VIOLATION OF CALIFORNIA**
26 **BUSINESS AND PROFESSIONS CODE**
27 **Against All Defendants**
28 **Cal. Bus. & Prof. Code § 17500 *et seq***

137. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
in this Complaint.

1 138. California Business and Professional Code section 17500 provides that it is
2 “unlawful for any person, firm, corporation or association, or any employee thereof with intent
3 directly or indirectly to dispose of real or personal property . . . or anything of any nature
4 whatsoever or to induce the public to enter into any obligation relating thereto, to make or
5 disseminate or cause to be made or disseminated before the public in this state . . . in any
6 newspaper or other publication, or any advertising device, or by public outcry or proclamation,
7 or in any other manner or means whatever, including over the Internet, any statement,
8 concerning that real or personal property . . . or concerning any circumstance or matter of fact
9 connected with the proposed performance or disposition thereof, which is untrue or misleading,
10 and which is known, or which by the exercise of reasonable care should be known, to be untrue
11 or misleading, or for any person, firm, or corporation to so make or disseminate or cause to be
12 so made or disseminated any such statement as part of a plan or scheme with the intent not to
13 sell that personal property or those services, professional or otherwise . . . as so advertised.”

14 139. Defendants have disseminated, or caused to be disseminated, false and
15 misleading statements and representations in the promotion, marketing, and/or sale of the
16 puppies purchased by Purchaser Plaintiffs. These statements and representations include, but
17 are not limited to, direct statements, in person when delivering the puppies and via Defendants’
18 marketing materials, statements in advertisements on Craigslist and other internet sites, made to
19 Purchaser Plaintiffs and the public, regarding the health, breed, vaccination status, sex, age, and
20 fitness for sale of their puppies, and statements in text messages made to Plaintiffs. These
21 statements were and continue to be false.

22 140. In making or disseminating the statements alleged herein, Defendants knew, or
23 by the exercise of reasonable care should have known, that such statements were untrue or
24 misleading and in violation of California Business and Professional Code section 17500 *et seq.*
25 Specifically, Defendants knew or by the exercise of reasonable care should have known, that
26 the puppies they were selling were under eight weeks old (and sometimes far younger), sick,
27 unvaccinated, suffering from parasites, not administered to by veterinarians, not Labradoodles
28 or Goldendoodles, and had white fur, not brown.

1 141. As a direct and proximate result of Defendants' conduct, Purchaser Plaintiffs
2 suffered substantial monetary and non-monetary damages.

3 142. Purchaser Plaintiffs are informed and believe that Defendants continue to
4 disseminate, or cause to be disseminated, similar false and misleading statements about other
5 puppies, as Purchaser Plaintiffs continue to see on Craigslist the Kenneys' distinctive ads—
6 often nearly identical to the ones that first fooled Purchaser Plaintiffs—and continue to learn of
7 new victims who have suffered in the same way Purchaser Plaintiffs have.

8 143. Pursuant to California Business & Professions Code section 17535, Plaintiffs
9 seek an award of equitable and injunctive relief from this Court including requiring that
10 Defendants (a) make full restitution of all monies obtained from the dissemination of false,
11 untrue and misleading statements, as described in this Complaint and (b) disgorge all profits
12 obtained from the dissemination of false, untrue and misleading statements, as described in this
13 Complaint.

14 144. Pursuant to California Business & Professions Code section 17535, Plaintiffs
15 seek an award of injunctive relief enjoining Defendants from continuing to engage in the
16 dissemination of false, untrue and misleading public statements and representations as
17 described in this Complaint.

18 145. Pursuant to California Business & Professions Code section 17534.5, damages
19 awarded under this cause of action are cumulative to remedies provided by other laws.

20 **FOURTH CAUSE OF ACTION**
21 **BREACH OF EXPRESS WARRANTY**
22 **Against All Defendants**
Cal. Com. Code § 2313

23 146. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
24 in this Complaint.

25 147. Purchaser Plaintiffs are informed and believe that Defendants made express
26 warranties to Purchaser Plaintiffs regarding the health of their puppies, guaranteeing that the
27 puppy purchased was fit for purchase and not ill. Moreover, Defendants represented that the
28 puppies were vaccinated and dewormed, thereby assuring Purchaser Plaintiffs that the puppies

1 sold had been administered to by veterinarians and were in good health at the time of the sale.

2 148. Purchaser Plaintiffs' puppies, who all had pre-existing infections, sicknesses
3 (such as distemper, for which puppies are typically vaccinated), and/or parasites, were ill and
4 not fit for purchase at the time of the sale.

5 149. As stated herein, Defendants did not fully disclose the facts regarding the
6 puppies' health when selling the puppies to Purchaser Plaintiffs, and misrepresented that the
7 puppies were up to date on their vaccinations and had been dewormed.

8 150. Purchaser Plaintiffs have taken numerous reasonable and timely steps to notify
9 Defendants of this breach of express warranty either directly or indirectly, including the filing
10 of this Complaint.

11 151. Purchaser Plaintiffs have suffered economic damages from the puppies' illnesses.
12 These damages include, but are not limited to, the purchase price of the puppies and the cost of
13 all medical expenses for the puppies, as herein described. Plaintiffs seek an order to recover
14 said damages according to proof at trial.

15 **FIFTH CAUSE OF ACTION**
16 **BREACH OF IMPLIED WARRANTY**
17 **Against All Defendants**
Cal. Civ. Code § 1790

18 152. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
19 in this Complaint.

20 153. At the time of the sale of the puppies, Defendants had reason to know the
21 particular purpose for which the puppies were required because Purchaser Plaintiffs
22 communicated these purposes to the Defendants in requesting the puppies. Each of the
23 Purchaser Plaintiffs inquired about the health of the respective puppies he or she purchased.

24 154. Purchaser Plaintiffs relied upon Defendants' skill and judgment to select and
25 furnish suitable, healthy, and purebred Goldendoodle or Labradoodle puppies. This created an
26 implied warranty that the puppies, or "goods", were fit for these particular purposes. Purchaser
27 Plaintiffs only purchased their puppies after receiving assurances about the health and breed of
28 the puppies.

1 155. Defendants breached the warranty implied at the time of sale in that Purchaser
2 Plaintiffs did not receive suitable puppies, and the puppies were not fit for the particular
3 purpose for which they were acquired, because the puppies were not purebred Goldendoodles
4 or Labradoodles, and further, suffered from numerous medical conditions that required
5 Purchaser Plaintiffs to incur thousands of dollars in medical expenses in addition to substantial
6 emotional anguish in caring for sick puppies, many of whom died soon after purchase.

7 156. Purchaser Plaintiffs have taken numerous reasonable and timely steps to notify
8 Defendants of this breach of implied warranty, either directly or indirectly, including the filing
9 of this Complaint.

10 157. Purchaser Plaintiffs are entitled to damages in the amount of the purchase price,
11 in addition to incidental and consequential damages for medical bills and other expenses
12 incurred as a result of this breach of implied warranty of fitness.

13 158. Purchaser Plaintiffs are further entitled to the cost of the suit, including attorney
14 fees.

15
16 **SIXTH CAUSE OF ACTION**
17 **FRAUD—INTENTIONAL MISREPRESENTATION**
18 **Against All Defendants**
19 **Cal. Civ. Proc. Code § 1572**

20 159. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
21 in this Complaint.

22 160. Defendants made material representations to Purchaser Plaintiffs, by means of
23 oral representations, text messages, and internet posts and advertisements, that the puppies
24 Defendants offered for sale, including those puppies purchased by Purchaser Plaintiffs, were
25 pedigreed, healthy, and with brown fur when in fact they were none of these things.

26 161. Defendants' representations were untrue, as set forth above.

27 162. Defendants made representations herein alleged with the intention of inducing
28 Purchaser Plaintiffs to purchase Defendants' puppies.

 163. At the time Defendants made the representations herein alleged, Defendants
knew that the representations were false. For example, as described above, Defendants

1 represented that the puppies purchased by Purchaser Plaintiffs were dewormed, up to date on
2 vaccinations, crate trained, and did not note any medical issues. As these puppies were
3 obviously ill within 24 hours of leaving Defendants (and sometimes even earlier), Defendants
4 knew about the puppies' illnesses and intentionally misrepresented them as healthy anyway.

5 164. Likewise, Defendants depicted the puppies in their Craigslist posts as having
6 brown fur, when in fact the puppies were dyed shades of brown or rust with hair dye that
7 washed off in the sink. Defendants knew the puppies were white or off-white, but intentionally
8 misrepresented them as having brown fur anyway.

9 165. Purchaser Plaintiffs justifiably relied upon Defendants' fraudulent and intentional
10 misrepresentations and, in reliance on these representations, were induced to purchase the
11 puppies.

12 166. As a proximate result of Defendants' intentional misrepresentations, Purchaser
13 Plaintiffs were induced to buy sick puppies, spending thousands of dollars on medical care for
14 these puppies, and suffered the emotional distress of having purchased sick and dying puppies.
15 These damages are in excess of the subject matter jurisdictional minimum of this court.

16 167. Purchaser Plaintiffs are informed and believe, and therein allege, that Defendants
17 knew that the puppies were ill and knew they did not have brown fur, and that Defendants
18 intended that Purchaser Plaintiffs would rely on these misrepresentations and purchase sick,
19 dyed puppies. In doing these things, Defendants acted with malice, oppression, and fraud, and
20 Purchaser Plaintiffs are therefore entitled to recover punitive damages.

21 **SEVENTH CAUSE OF ACTION**
22 **FRAUD—CONCEALMENT**
23 **Against All Defendants**
Cal. Civ. Code § 1572

24 168. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
25 in this Complaint.

26 169. Defendants concealed material facts regarding the health, color, and breed of the
27 puppies sold to Purchaser Plaintiffs.

28 ///

1 170. Defendants had a duty to disclose to Purchaser Plaintiffs the true health of the
2 puppies that Purchaser Plaintiffs purchased.

3 171. Defendants, however, concealed the true facts from Purchaser Plaintiffs, as
4 detailed above, by denying that the puppies were sick, dyeing them brown, calling them
5 Goldendoodles and Labradoodles, and providing false information, when Defendants knew the
6 true facts regarding the puppies' health, color, and breed.

7 172. Defendants concealed the true facts from Purchaser Plaintiffs with the intent to
8 induce Purchaser Plaintiffs into purchasing the puppies.

9 173. Purchaser Plaintiffs justifiably relied upon Defendants' statements and, in
10 reliance on these representations, were induced to purchase the puppies.

11 174. As a proximate result of Defendants' concealment of material facts, Purchaser
12 Plaintiffs were induced to buy sick, dyed-brown puppies of unknown breeds from Defendants.
13 Purchaser Plaintiffs seek to recover the cost of purchase and costs associated with the medical
14 care provided to the unhealthy puppies.

15 175. Purchaser Plaintiffs are informed and believe, and thereon allege, that Defendants
16 knew that the puppies were ill, that they were not brown Goldendoodles or Labradoodles, and
17 intentionally provided Purchaser Plaintiffs with false information. Defendants intended that
18 Purchaser Plaintiffs would rely on Defendants' concealment in order to sell puppies. In doing
19 these things, Defendants acted with malice, oppression and fraud and Purchaser Plaintiffs are
20 therefore entitled to recover punitive damages.

21 **EIGHTH CAUSE OF ACTION**
22 **FRAUD—NEGLIGENT MISREPRESENTATION**
23 **Against All Defendants**
Cal. Civ. Proc. Code § 1572

24 176. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
25 in this Complaint.

26 177. Defendants made material misrepresentations to Purchaser Plaintiffs, by means of
27 oral representations and advertisements, that the puppies sold by Defendants, including those
28

1 puppies purchased by Purchaser Plaintiffs, were pedigreed, healthy, and colored brown, when
2 in fact they were not.

3 178. Defendants representations were untrue, as set forth above.

4 179. Defendants made representations herein alleged with the intention of inducing
5 Purchaser Plaintiffs to purchase the Defendants' puppies.

6 180. Purchaser Plaintiffs justifiably relied upon Defendants' oral representations, text
7 messages, and advertising, and in reliance therein, purchased the puppies. The assurances that
8 the puppies were vaccinated, dewormed, and crate-trained caused Purchasers to believe that the
9 puppies they were purchasing were healthy and had been seen by veterinarians. Had Purchaser
10 Plaintiffs known the truth, they would not have purchased the puppies.

11 181. Defendants owed Purchaser Plaintiffs a duty to take reasonable care that the
12 verbal and written information being provided by Defendants to Purchaser Plaintiffs was true
13 and correct, including all information about the puppies' origins and health.

14 182. At the time Defendants made the misrepresentations herein alleged, Defendants
15 had no reasonable grounds for believing the representations to be true, thereby breaching their
16 duty owed to Purchaser Plaintiffs.

17 183. As a proximate result of Defendants' misrepresentations, Purchaser Plaintiffs
18 were induced to buy sick puppies, spending an amount to be determined at trial on medical care
19 for these puppies, and suffering the emotional distress of having purchased diseased and dying
20 puppies.

21 **NINTH CAUSE OF ACTION**
22 **VIOLATION OF CONSUMER LEGAL REMEDIES ACT**
23 **Against All Defendants**
Cal. Civ. Proc. Code § 1750

24 184. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
25 in this Complaint.

26 185. The acts and practices described above were undertaken by Defendants in
27 connection with a "[t]ransaction" (as defined in California Civil Code section 1761(e)) which
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1 was intended and did result in the sale of “[g]oods” (the puppies) (as defined in California Civil
2 Code section 1761(a)) to a “[c]onsumer” (as defined in California Civil Code section 1761(d)).

3 186. The Consumer Legal Remedies Act (“CLRA”) states, in pertinent part, that “[t]he
4 following unfair methods of competition and unfair or deceptive acts or practices undertaken
5 by any person in a transaction intended to result or which results in the sale or lease of goods or
6 services to any consumer are unlawful: . . . (2) [m]isrepresenting the source, sponsorship,
7 approval, or certification of goods or services . . . ; (5) [r]epresenting that goods or services have
8 . . . characteristics . . . [or] . . . benefits which they do not have . . . ; (7) [r]epresenting that
9 goods or services are of a particular standard, quality, or grade . . . if they are of another[.]”
10 California Civil Code section 1770(a).

11 187. Defendants violate these sections of the CLRA. For example, Defendants have a
12 practice of misrepresenting their puppies as being dewormed and vaccinated, when they are
13 not. Defendants represent puppies as brown Labradoodles or Goldendoodles, when they are
14 not.

15 188. Defendants’ acts and practices, as described in detail above, violated and
16 continue to violate the provisions of California Civil Code section § 1770(a) set forth above in
17 that Defendants represented to the public generally, and Purchaser Plaintiffs specifically, by
18 means of advertising, marketing and oral representations, that the puppies were healthy and
19 vaccinated against diseases when, in fact, they were not.

20 189. Plaintiffs, on behalf of themselves and other members of the general public, seek
21 and are entitled to equitable relief in the form of an order: (a) enjoining Defendants from
22 continuing to engage in the deceptive business practices described above; (b) requiring
23 Defendants to make full restitution of all money wrongfully obtained as a result of the conduct
24 described above; (c) requiring Defendants to disgorge all ill-gotten gains flowing from the
25 conduct described above, and (d) enjoining Defendants from such deceptive practices in the
26 future.

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2 **TENTH CAUSE OF ACTION**
3 **THEFT THROUGH FALSE PRETENSES**
4 **Against All Defendants**
5 **Cal. Penal Code § 496**

6 190. Plaintiffs incorporate herein by reference and reallege all of the allegations stated
7 in this Complaint.

8 191. Defendants have intentionally defrauded, or otherwise stolen, Purchaser
9 Plaintiffs' money and/or property through false pretenses and misrepresentations, as alleged in
10 the preceding paragraphs. These actions constitute actionable civil fraud under *Bell v. Feibush*,
11 212 Cal. App.4th 1041 (2013).

12 192. Accordingly, Defendants are liable to Purchaser Plaintiffs for treble damages and
13 attorney fees, under California Penal Code Section 496(c).

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1 **VI. PRAYER FOR RELIEF**

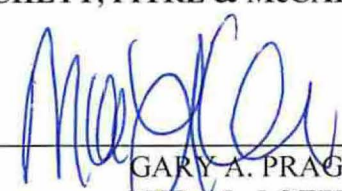
2 WHEREFORE, Plaintiffs, on behalf of themselves, and for members of the general
3 public as private attorney generals under California Business and Professions Code section
4 17204, pray for relief, jointly and severally, pursuant to each cause of action set forth in this
5 Complaint as follows:

- 6 1. For an order of equitable relief in the form of restitution of all monies wrongfully
7 obtained as a result of practices and conduct described in this Complaint;
- 8 2. For an order granting permanent injunctive relief enjoining the Defendants, their
9 successors, agents, representatives, employees, and any party acting in concert with
10 Defendants, from continuing to engage in unlawful, unfair and fraudulent business practices
11 and deceptive representations and advertising as described in this Complaint;
- 12 3. For an order of equitable relief in the form of disgorgement of all ill-gotten gains
13 flowing from practices and conduct described in this Complaint;
- 14 4. For actual and punitive damages, including but not limited to, purchase price and
15 medical expenses relating to the purchase and care of Plaintiffs' puppies, in an amount to be
16 proven at trial;
- 17 5. For actual and punitive damages under CLRA in an amount to be proven at trial,
18 including any damages as may be provided for by statute;
- 19 6. For reasonable attorneys' fees, costs, and expenses incurred in bringing this case;
- 20 7. For pre-and post- judgement interest on any amounts awarded, pursuant to
21 California Civil Code Section 3287(a); and
- 22 8. For an award of such other and further relief as this Court deems just and proper.
- 23

24 Dated: December 16, 2019

COTCHETT, PITRE & McCARTHY, LLP

25
26 By: _____


GARY A. PRAGLIN
NEDA L. LOTFI
Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable.

Dated: December 16, 2019

COTCHETT, PITRE & McCARTHY, LLP

By: _____



GARY A. PRAGLIN
NEDA L. LOTFI
Attorneys for Plaintiffs

EXHIBIT A

United States District Court
Central District of California

JS-3

UNITED STATES OF AMERICA vs.

Docket No. CR10-00969-AHM

Defendant Trina Lee Kenney

Social Security No. 8 5 2 1

- KENNY, Trina Lee
KENNEY, Tina Lee
COLOMBO, Trina Lee
WHITTMAN, Inga
HAYDEN, Jackie
HAYDENBURG, Sam
JENNINGS, Patricia
JENNINGS, Rachel
JENNINGS, Ruth
KENNEY, Kate
KENNEY, Lisa
LORENZA, Sara
RANDOLPH, Sierra
RUSH, Hattie
WATSON, Leslie

(Last 4 digits)

akas: "Joni"

JUDGMENT AND PROBATION/COMMITMENT ORDER

In the presence of the attorney for the government, the defendant appeared in person on this date.

Table with columns: MONTH, DAY, YEAR. Values: April, 13, 2011

COUNSEL Joseph Shemeria, Rtnl. (Name of Counsel)

PLEA [X] GUILTY, and the court being satisfied that there is a factual basis for the plea. [] NOLO CONTENDERE [] NOT GUILTY

FINDING There being a finding/verdict of GUILTY, defendant has been convicted as charged of the offense(s) of: Mail Fraud in violation of 18 U.S.C. §§ 1341, 2(b) as charged in the Single-Count Information.

JUDGMENT AND PROB/ COMM ORDER The Court asked whether there was any reason why judgment should not be pronounced. Because no sufficient cause to the contrary was shown, or appeared to the Court, the Court adjudged the defendant guilty as charged and convicted and ordered that: Pursuant to the Sentencing Reform Act of 1984, it is the judgment of the Court that the defendant is hereby committed to the custody of the Bureau of Prisons to be imprisoned for a term of:

Forty-One (41) months. Upon release from imprisonment, the defendant shall be placed on supervised release for a term of three (3) years under the following terms and conditions:

- 1. The defendant shall comply with the rules and regulations of the U. S. Probation Office and General Order 05-02;
2. The defendant shall refrain from any unlawful use of a controlled substance.

The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, not to exceed eight tests per month, as directed by the Probation Officer;

3. The defendant shall participate in an outpatient substance abuse treatment and counseling program that includes urinalysis, breath, and/or sweat patch testing, as directed by the Probation Officer. The defendant shall abstain from using illicit drugs and alcohol, and abusing prescription medications during the period of supervision;
4. During the course of supervision, the Probation Officer, with the agreement of the defendant and defense counsel, may place the defendant in a residential drug treatment program approved by the United States Probation Office for treatment of narcotic addiction or drug dependency, which may include counseling and testing, to determine if the defendant has reverted to the use of drugs, and the defendant shall reside in the treatment program until discharged by the Program Director and Probation Officer;
5. The defendant shall participate in mental health treatment, which may include evaluation and counseling, until discharged from the treatment by the treatment provider, with the approval of the Probation Officer.
6. As directed by the Probation Officer, the defendant shall pay all or part of the costs of treating the defendant's alcohol dependency and psychiatric disorder to the aftercare contractor during the period of community supervision, pursuant to 18 U.S.C. § 3672. The defendant shall provide payment and proof of payment as directed by the Probation Officer;
7. During the period of community supervision the defendant shall pay the special assessment and restitution in accordance with this judgment's orders pertaining to such payment;
8. The defendant shall apply all monies received from income tax refunds, lottery winnings, inheritance, judgements and any anticipated or unexpected financial gains to the outstanding court-ordered financial obligation; and
9. The defendant shall cooperate in the collection of a DNA sample from the defendant.

It is further ordered that the defendant surrender herself to the institution designated by the

USA vs. Trina Lee KenneyDocket No.: CR10-00969-AHM

Bureau of Prisons on or before 12 noon, on June 15, 2011. In the absence of such designation, the defendant shall report on or before the same date and time, to the United States Marshal located at the Roybal Federal Building, 255 East Temple Street, Los Angeles, California 90012.

It is ordered that the defendant shall pay to the United States a special assessment of \$100, which is due immediately.

It is ordered that the defendant shall pay restitution in the total amount of \$272,609.50 pursuant to 18 U.S.C. § 3663A to victims as set forth in a separate victim list prepared by the probation office which this Court adopts and which reflects the Court's determination of the amount of restitution due to each victim. The victim list, which shall be forwarded to the fiscal section of the clerk's office, shall remain confidential to protect the privacy interests of the victims.

Restitution shall be due during the period of imprisonment, at the rate of not less than \$25 per quarter, and pursuant to the Bureau of Prisons' Inmate Financial Responsibility Program. If any amount of the restitution remains unpaid after release from custody, nominal monthly payments of at least \$25 shall be made during the period of supervised release. These payments shall begin 30 days after the commencement of supervision. Nominal restitution payments are ordered as the court finds that the defendant's economic circumstances do not allow for either immediate or future payment of the amount ordered.

If the defendant makes a partial payment, each payee shall receive approximately proportional payment unless another priority order or percentage payment is specified in this judgment.

The amount of restitution ordered shall be paid as set forth in the separate victim list prepared by the probation office.

Pursuant to 18 U.S.C. § 3612(f)(3)(A), interest on the restitution ordered is waived because the defendant does not have the ability to pay interest. Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

The defendant shall comply with General Order No. 01-05.

All fines are waived as it is found that the defendant does not have the ability to pay a fine in addition to restitution.

To the extent defendant retained any rights to appeal, defendant advised to file a notice of appeal within fourteen days.

Bond exonerated upon surrender.

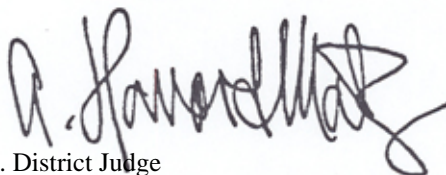
USA vs. Trina Lee KenneyDocket No.: CR10-00969-AHM

Court recommends to the Bureau of Prisons that the defendant be evaluated for placement into a 500-hour drug treatment program. The Court further recommends that the defendant be incarcerated in the FPC-Phoenix facility.

In addition to the special conditions of supervision imposed above, it is hereby ordered that the Standard Conditions of Probation and Supervised Release within this judgment be imposed. The Court may change the conditions of supervision, reduce or extend the period of supervision, and at any time during the supervision period or within the maximum period permitted by law, may issue a warrant and revoke supervision for a violation occurring during the supervision period.

April 14, 2011

Date



U. S. District Judge

It is ordered that the Clerk deliver a copy of this Judgment and Probation/Commitment Order to the U.S. Marshal or other qualified officer.

Clerk, U.S. District Court

April 15, 2011

Filed Date

By Stephen Montes

Deputy Clerk

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below).

STANDARD CONDITIONS OF PROBATION AND SUPERVISED RELEASE

While the defendant is on probation or supervised release pursuant to this judgment:

1. The defendant shall not commit another Federal, state or local crime;
2. the defendant shall not leave the judicial district without the written permission of the court or probation officer;
3. the defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;
4. the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
5. the defendant shall support his or her dependents and meet other family responsibilities;
6. the defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;
7. the defendant shall notify the probation officer at least 10 days prior to any change in residence or employment;
8. the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;
9. the defendant shall not frequent places where controlled substances are illegally sold, used, distributed or administered;
10. the defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
11. the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;
12. the defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;
13. the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
14. as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to conform the defendant's compliance with such notification requirement;
15. the defendant shall, upon release from any period of custody, report to the probation officer within 72 hours;
16. and, for felony cases only: not possess a firearm, destructive device, or any other dangerous weapon.



The defendant will also comply with the following special conditions pursuant to General Order 01-05 (set forth below).

USA vs. Trina Lee Kenney

Docket No.: CR10-00969-AHM

STATUTORY PROVISIONS PERTAINING TO PAYMENT AND COLLECTION OF FINANCIAL SANCTIONS

The defendant shall pay interest on a fine or restitution of more than \$2,500, unless the court waives interest or unless the fine or restitution is paid in full before the fifteenth (15th) day after the date of the judgment pursuant to 18 U.S.C. §3612(f)(1). Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. §3612(g). Interest and penalties pertaining to restitution, however, are not applicable for offenses completed prior to April 24, 1996.

If all or any portion of a fine or restitution ordered remains unpaid after the termination of supervision, the defendant shall pay the balance as directed by the United States Attorney's Office. 18 U.S.C. §3613.

The defendant shall notify the United States Attorney within thirty (30) days of any change in the defendant's mailing address or residence until all fines, restitution, costs, and special assessments are paid in full. 18 U.S.C. §3612(b)(1)(F).

The defendant shall notify the Court through the Probation Office, and notify the United States Attorney of any material change in the defendant's economic circumstances that might affect the defendant's ability to pay a fine or restitution, as required by 18 U.S.C. §3664(k). The Court may also accept such notification from the government or the victim, and may, on its own motion or that of a party or the victim, adjust the manner of payment of a fine or restitution-pursuant to 18 U.S.C. §3664(k). See also 18 U.S.C. §3572(d)(3) and for probation 18 U.S.C. §3563(a)(7).

Payments shall be applied in the following order:

1. Special assessments pursuant to 18 U.S.C. §3013;
2. Restitution, in this sequence:
 - Private victims (individual and corporate),
 - Providers of compensation to private victims,
 - The United States as victim;
3. Fine;
4. Community restitution, pursuant to 18 U.S.C. §3663(c); and
5. Other penalties and costs.

SPECIAL CONDITIONS FOR PROBATION AND SUPERVISED RELEASE

As directed by the Probation Officer, the defendant shall provide to the Probation Officer: (1) a signed release authorizing credit report inquiries; (2) federal and state income tax returns or a signed release authorizing their disclosure and (3) an accurate financial statement, with supporting documentation as to all assets, income and expenses of the defendant. In addition, the defendant shall not apply for any loan or open any line of credit without prior approval of the Probation Officer.

The defendant shall maintain one personal checking account. All of defendant's income, "monetary gains," or other pecuniary proceeds shall be deposited into this account, which shall be used for payment of all personal expenses. Records of all other bank accounts, including any business accounts, shall be disclosed to the Probation Officer upon request.

The defendant shall not transfer, sell, give away, or otherwise convey any asset with a fair market value in excess of \$500 without approval of the Probation Officer until all financial obligations imposed by the Court have been satisfied in full.

These conditions are in addition to any other conditions imposed by this judgment.

USA vs. Trina Lee Kenney

Docket No.: CR10-00969-AHM

RETURN

I have executed the within Judgment and Commitment as follows:

Defendant delivered on _____ to _____

Defendant noted on appeal on _____

Defendant released on _____

Mandate issued on _____

Defendant's appeal determined on _____

Defendant delivered on _____ to _____

at _____

the institution designated by the Bureau of Prisons, with a certified copy of the within Judgment and Commitment.

United States Marshal

Date

By _____
Deputy Marshal

CERTIFICATE

I hereby attest and certify this date that the foregoing document is a full, true and correct copy of the original on file in my office, and in my legal custody.

Clerk, U.S. District Court

Filed Date

By _____
Deputy Clerk

FOR U.S. PROBATION OFFICE USE ONLY

Upon a finding of violation of probation or supervised release, I understand that the court may (1) revoke supervision, (2) extend the term of supervision, and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed) _____
Defendant

Date

U. S. Probation Officer/Designated Witness

Date