

## COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION NO. 18-3491B

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

HEATH MORSE, Individually and d/b/a  
HEATH'S LEGENDARY BULLDOGS,  
DREAM-A-BULLZ,  
HEATH'S ENGLISH BULLDOGS,  
HEATH'S FRENCH BULLDOGS,  
NEW ENGLAND BULLDOGS, and  
HEATH'S BULLDOGS,

Defendant.

**FIRST AMENDED  
COMPLAINT**2019 FEB - 8 A 10:09  
JULIE JOSEPH DONOVAN  
CLERK / MAGISTRATE  
SUFFOLK SUPERIOR COURT  
CIVIL ACTION NO. 18-3491B**INTRODUCTION**

1. Heath Morse, owner of Heath's English & French Bulldogs and d/b/a Heath's Legendary Bulldogs, Dream-A-Bullz, Heath's English Bulldogs, Heath's French Bulldogs, New England Bulldogs, and Heath's Bulldogs ("Morse"), operates an illegal, unlicensed pet shop out of his home at 112 Hartford Turnpike in Shrewsbury, Massachusetts, selling bulldog puppies without a license from overcrowded, unsanitary quarters, deceiving customers about the health and origin of the puppies, and charging customers thousands of dollars to purchase dogs that, in many cases, were gravely ill. Despite Morse's advertising and representations on his many websites and social media pages that the puppies are, among other things, American Kennel Club ("AKC") certified, pure bred, microchipped, and veterinary-checked, within days and even hours of his selling the puppies, many of these animals faced serious and, in some cases, fatal illnesses that cost Morse's heartbroken customers thousands of dollars to treat. Specifically,

Morse sold dogs with deafness, an elongated soft palate, infections, cherry eye, pneumonia, giardia, cystine stones, a collapsed trachea, Canine Parvovirus Infection (a contagious, infectious, and often fatal disease transmitted by direct contact with infected dogs or their stool), kidney disease, stomach ulcers, liver disease, kennel cough, demodectic mange, a compromised immune system, severe allergies, seasonal alopecia, an umbilical hernia, urethral prolapse, cryptochordism, severe breathing issues, ear infections, coccidia parasite, demodex mites, bacterial pyoderma, bronchitis, patellar luxation, hip dysplasia, a genetic autoimmune disease, skin infections, worms, clostridium, heart failure, parasites, respiratory infections, a sliding hernia, a heart murmur, and roundworms, all the while advertising that the dogs were healthy. Morse continues to operate his illegal, unlicensed pet shop even after the Department of Agricultural Resources (the “Department”) ordered Morse to cease and desist and issued him multiple administrative penalties, most of which he never paid.

2. The Commonwealth brings this action against Morse for violating, and continuing to violate, Massachusetts’s animal disease control statute, G.L. c. 129 (“Animal Health Law”), its implementing regulations at 330 C.M.R. §§ 3.01-3.05, 12.01-12.09 (“Animal Health Regulations”), the Massachusetts Regulation of Business Practices and Consumer Protection Act, G.L. c. 93A (“Consumer Protection Act”), and its implementing regulations at 940 C.M.R. §§ 3.01-3.19, 6.01-6.15 (“Consumer Protection Regulations”). The Commonwealth seeks restitution for the victims of Morse’s unfair and deceptive conduct, civil penalties for such conduct, costs including attorneys’ fees incurred by the Commonwealth in investigating and prosecuting Morse’s violations of the Consumer Protection Act, and a permanent injunction enjoining Morse from selling, importing, exporting, bartering, exchanging, or gifting any dogs

and from further violating the Animal Health Law and Regulations and the Consumer Protection Act and Regulations.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over the subject matter of this action and authority to grant the relief requested pursuant to G.L. c. 129, § 37; G.L. c. 214, §§ 1, 3(12); and G.L. c. 93A, § 4.

4. Venue lies in the Suffolk Superior Court pursuant to G.L. c. 223, § 5, and G.L. c. 93A, § 4.

### **PARTIES**

5. The Plaintiff is the Commonwealth appearing by and through the Department and the Attorney General.

6. The Department is an agency of the Commonwealth charged with administering and enforcing the agricultural laws of the Commonwealth including, without limitation, the Animal Health Law. The Department maintains its principal office at 251 Causeway Street, Suite 500, in Boston, Massachusetts.

7. The Attorney General, who has her office at One Ashburton Place, in Boston, Massachusetts, is the chief legal officer of the Commonwealth. She has authority to bring this action and to seek the requested relief pursuant to G.L. c. 12, § 3, and G.L. c. 93A, § 4, and on behalf of the Department and its Commissioner of Agriculture, pursuant to G.L. c. 129, § 37.

8. Heath Morse is a natural person who resides at 112 Hartford Turnpike in Shrewsbury, Massachusetts, and does business as Heath's Legendary Bulldogs, Dream-A-Bullz, Heath's English Bulldogs, Heath's French Bulldogs, New England Bulldogs, and Heath's Bulldogs.

## REGULATORY BACKGROUND

### The Massachusetts Animal Health Law and Regulations

9. The Commonwealth's Animal Health Law, set forth at G.L. c. 129, §§ 1-48, protects domestic animals in the Commonwealth and their owners from the spread of contagious disease by, among other things, requiring licensure and inspection of pet shops and quarantine of sick animals. To effectuate those requirements, section 2 of G.L. c. 129 generally authorizes the Department to issue orders, rules, and regulations relative to the prevention, suppression, and extirpation of contagious diseases of domestic animals.

10. The Animal Health Law and the Department's implementing regulations authorize the Department to regulate sales of animals within the Commonwealth's borders, *see* G.L. c. 129, § 39A, 330 C.M.R. §§ 12.01-12.09, and require that any person keeping birds, mammals, or reptiles for the purpose of sale must obtain a pet shop license, 330 C.M.R. §§ 12.01, 12.02(1); *see also* G.L. c. 129, § 1 (defining "Pet shop").

11. After obtaining the required license, the licensee must, among other things, maintain all pet shop facilities in sanitary condition following detailed size, cleaning, and structural requirements, *id.* § 12.03, refrain from selling any sick animals, *id.* § 12.05, follow strict isolation and veterinary-check procedures for new dogs or cats, *id.* § 12.07, and follow detailed record-keeping requirements, *id.* §§ 12.05, 12.09.

12. As a further means to suppress and prevent the spread of animal disease in the Commonwealth, sections 21 and 30 of G.L. c. 129 provide that animals suspected to be diseased shall be deemed affected with a contagious disease, kept in quarantine and isolated from other animals for at least ten days, and subject to sanitary measures ordered by the Department. *See also* 330 C.M.R. § 12.06.

13. Section 37 of G.L. c. 129 provides that the “commissioner of agriculture or his designee . . . may apply for an injunction to restrain any violation of this chapter in order to protect human or animal health” and that the Superior Court has jurisdiction “to enforce [G.L. c. 129] and restrain violations thereof.”

#### The Massachusetts Consumer Protection Act and Regulations

14. The Massachusetts Consumer Protection Act, G.L. c. 93A, generally proscribes “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” G.L. c. 93A, § 2(a). Chapter 93A authorizes the Attorney General both to promulgate regulations implementing that prohibition, *id.* § 2(c), and to bring legal actions to restrain the use of methods, acts, or practices found to violate that prohibition, *id.* § 4.

15. Accordingly, the Attorney General promulgated regulations that prohibit false or deceptive advertising in general, *see* 940 C.M.R. §§ 3.01-3.19, and false or deceptive advertising in retail sales in particular, 940 C.M.R. §§ 6.01-6.15.

16. As particularly relevant here, those regulations provide that it is unfair or deceptive to falsely advertise or to make false representations in trade or commerce, to fail to disclose to a buyer or prospective buyer any fact that, if disclosed, may have influenced him or her not to enter into the transaction, and to fail to comply with any statutes, rules, regulations or laws meant to protect public health, safety, or welfare for the benefit of Massachusetts consumers. *See* 940 C.M.R. §§ 3.02, 3.05, 3.16, 6.03, 6.04.

### **FACTS**

#### Description of the Morse Home

17. Heath Morse purchased the property at 112 Hartford Turnpike in Shrewsbury, Massachusetts (“Morse Home”), on November 27, 2015. The Morse Home is a blue duplex,

four-unit residential property on a .41 acre lot and is located on the corner of Route 20 and George Street in Shrewsbury. A sign on the Morse Home reads “Heath’s French Bulldogs/Puppies Available” and “English Bulldog Puppies Available” and displays Morse’s phone number.

18. Morse lives in Unit 112D of the Morse Home and leases the other units for rent.

19. Morse has a small office in the lower level of the building. The lower level office contains a desk, a couch, and a large crate in which Morse keeps Bulldog puppies. There is no kennel for breeding animals on the lower level or anywhere else in the building.

20. A concrete area enclosed with a chain link fence is located outside, directly outside of the lower level office. The concrete area does not have crates, shelter, or an overhang to protect the area. Morse keeps his Bulldog puppies in the fenced concrete area when they are outside. The floor of the fenced concrete area is covered with fecal material from the dogs that have been enclosed in it. In order to clean this area, Morse periodically sprays the area with an outdoor hose.

21. Morse does not have a separate, isolated area at the Morse Home to quarantine sick puppies.

22. Instead, Morse keeps sick puppies in the outdoor fenced concrete area with the healthy dogs.

23. The parents of the Bulldog puppies sold and for sale do not reside at the Morse Home and are not owned by Morse.

24. Morse does not make the parents of the Bulldog puppies for sale available for Morse’s potential customers to meet and observe.

### Morse's Illegal Operation of a Pet Shop Without a License

25. Since at least early 2017, Morse has sold and continues to sell Bulldog puppies, from the Morse Home. He advertises those puppies for sale on various websites, including but not limited to: puppyfind.com, petfinder.com, nextdaypets.com, Morse's numerous social media accounts on Facebook or Instagram representing Heath's Legendary Bulldogs, Dream-A-Bullz, Heath's English Bulldogs, Heath's French Bulldogs, New England Bulldogs, and Heath's Bulldogs, Heath Morse Bulldogs, and on his personal Facebook page.

26. When a potential customer has an interest in a puppy, Morse communicates with the potential customer by text or through his social media pages. He makes representations about the quality and health of the puppy, provides the location at which the potential customer will pick up the puppy, and confirms the cost. Morse directs the customer to either the Morse Home or to another agreed-upon location where the customer meets either Morse or an associate to transfer the money and to pick up the puppy.

27. Morse does not breed the puppies that he sells but rather receives the Bulldog puppies from other breeders, including from out-of-state breeders from New York, Rhode Island, and Missouri.

28. Morse does not have a license issued by the Department to operate a pet shop from the Morse Home or from any other location in the Commonwealth.

29. Morse does not retain records of each purchase, sale, or give away of any of his dogs.

### Morse's False Advertisements and Representations About the Condition of the Bulldog Puppies for Sale

30. On websites such as puppyfind.com, petfinder.com, and nextdaypets.com and on Morse's numerous social media accounts or websites for Heath's Legendary Bulldogs, Dream-

A-Bullz, Heath's English Bulldogs, Heath's French Bulldogs, New England Bulldogs, and Heath's Bulldogs, Morse describes the physical condition of each puppy and the medical care and certifications that each has received.

31. He often describes his puppies for sale as show AKC-certified, microchipped, veterinary-checked, up-to-date on vaccines, healthy, from champion bloodlines, and show dog quality, among other things.

32. Morse advertises himself as an experienced and AKC-certified Bulldog breeder who has been breeding for twelve (12) to twenty (20) years.

33. Despite the unsanitary, unlicensed condition of the Morse Home, Morse advertises that his puppies come from "five-star" living conditions.

34. In addition, Morse lists the cost for each puppy. Costs range from one thousand five hundred to five thousand dollars (\$1,500-\$5,000) per puppy.

#### Morse's Sales of Sick and Dying Bulldog Puppies

##### *Sale of English Bulldog Puppies to Amanda E.*

35. In February 2016 Amanda E. found an English Bulldog puppy advertised for sale on the Heath Morse Bulldogs and New England Bulldogs Facebook pages and contacted Morse to inquire about the puppy.

36. Among other things, Morse claimed that the puppy was (1) AKC-certified; (2) microchipped; (3) up-to-date on vaccines; (4) in perfect health; (5) dewormed; and (6) from a champion bloodline.

37. Amanda E. bought the puppy from Morse at the end of February 2016 for two thousand dollars (\$2,000) based on Morse's representations.

38. Amanda E. picked up the puppy from the Morse Home. The home had multiple



kennels along with four puppies and an adult dog.

39. When Amanda E. picked up the puppy, Morse handed her a syringe containing a microchip because the puppy was not microchipped. The puppy was female, but the paperwork that Morse provided to Amanda E. indicated that it was for a male dog. Morse refused to give Amanda E. paperwork to confirm the puppy's AKC certification and bloodline.

40. At the puppy's first veterinary appointment, the puppy was diagnosed with worms. The puppy is abnormally small for her breed.

41. Amanda spent five hundred and fifty dollars (\$550) to diagnose and treat the puppy's worms and to revaccinate the puppy.

42. In October 2018 Amanda E. identified a second puppy for sale by Morse.

43. Among other things, Morse claimed that the puppy was (1) up-to-date on vaccines; (2) healthy; (3) dewormed; and (4) from a champion, larger bloodline.

44. Amanda E. bought the second puppy from Morse in October 2018 for two thousand two hundred dollars (\$2,200) based on Morse's representations.

45. Amanda E. picked up the second puppy from the Morse Home. The living room had two puppies and two adult dogs, and between eight and ten French bulldogs were in his office behind a door.

46. Morse refused to give Amanda E. paperwork to confirm the puppy's bloodline.

47. Within a couple of weeks the second puppy was diagnosed with kennel cough, worms, parasites, and hip dislocation likely caused by the genetic condition hip dysplasia.

48. Amanda E. called the veterinarian listed on the second puppy's vaccination paperwork, who said she had never seen the puppy.

49. Amanda E. spent approximately one thousand two hundred dollars (\$1,200) on veterinary bills to diagnose and treat the second puppy's kennel cough, worms, and parasites, to revaccinate the puppy, and to diagnose the puppy's hip dislocation. Additionally, Amanda E. will have to spend at least one thousand dollars (\$1,000) on surgery to treat the second puppy's dislocated hips.

50. Amanda E. contacted Morse about the second puppy's health issues. Although Morse promised to refund Amanda E. for the second puppy's purchase price, he has not reimbursed her for the purchase price of the puppy or any of the puppy's veterinary bills.

*Sale of English Bulldog Puppy to Kathleen C.*

51. In March 2016 Kathleen C. found an English Bulldog puppy advertised for sale on petfinder.com and contacted the seller, who identified himself as Heath Morse, to inquire about the puppy.

52. Among other things, Morse claimed that the puppy for sale was (1) veterinary-checked; (2) up-to-date on vaccines; (3) healthy; and (4) from a champion bloodline.

53. Kathleen C. bought the puppy from Morse on March 6, 2016, for two thousand two hundred dollars (\$2,200) based on Morse's representations.

54. Kathleen C. picked up the puppy from the Morse Home where eight puppies were in a pen in a living room.

55. Within two days of purchase, the puppy had uncontrollable diarrhea and was diagnosed with parasites. The puppy also regularly suffers from ear infections and red eyes.

56. Kathleen C. spent approximately five-hundred and thirty-nine dollars (\$539) on veterinary bills to diagnose and treat the puppy's parasites and has only been reimbursed approximately two-hundred and ninety-seven dollars (\$297) of that amount.

*Sale of English Bulldog Puppy to Erin P. and David A.*

57. In March 2016 David A. found an English Bulldog puppy advertised for sale on Heath's English Bulldogs Facebook page and contacted Morse to inquire about the puppy.

58. Among other things, Morse claimed that the puppy for sale was (1) AKC-certified (but offered a discount if David A. did not want papers confirming the certification); (2) veterinary-checked; (3) up-to-date on vaccines; (4) healthy; (5) from a champion bloodline; and (6) had a one-year health guarantee.

59. Erin P. and David A. bought the puppy from Morse on March 7, 2016, for two thousand two hundred and fifty dollars (\$2,250) based on Morse's representations.

60. Morse instructed Erin P. and David A. to come to his uncle's home to pick up the puppy because his home was under renovation. Multiple dogs were in a pen at the apartment, and Morse had to clean the dog off because he was covered in other dogs' feces.

61. That day, the puppy had watery stool and diarrhea and did not respond to sound.

62. On March 10, 2016, the puppy was diagnosed with deafness and an elongated soft palate likely due to inbreeding, which would cause breathing problems.

63. On March 12, 2016, the puppy had bacteria in his lungs caused by digesting other dogs' feces.

64. Shortly thereafter, the puppy also developed cherry eye, a disorder of the eyelid likely caused by inbreeding that requires removal of the tear gland by surgery.

65. On October 10, 2016, the puppy had surgery to treat both his eye and his nostrils and soft palate to address his breathing issues.

66. The puppy developed pneumonia following surgery and has since suffered recurring pneumonia and other medical issues since. The puppy takes medication for anxiety and fear due to the puppy's deafness.

67. Erin P. and David A. spent approximately ten thousand and seventy-eight dollars (\$10,078) on veterinary bills to diagnose and treat the puppy's deafness, soft palate, bacterial infection, cherry eye, and related issues and have only been reimbursed approximately five thousand eight hundred and one dollars (\$5,801) of that amount.

68. Erin P. and David A. contacted Morse about the puppy's health issues, but Morse has not reimbursed Erin P. or David A. for any of the puppy's veterinary bills.

*Sale of English Bulldog Puppy to Savanna P.*

69. In early July 2016, Savanna P. identified an English Bulldog puppy that Morse had offered for sale on puppyfind.com. Among other things, Puppyfind.com, Heath's English Bulldogs Facebook page, and Heath in person advertised that the puppy was (1) AKC-certified; (2) up-to-date on vaccines; (3) show dog quality; (4) from a champion bloodline; and (5) had a one-year health guarantee.

70. Based on these representations, Savanna P. purchased this puppy from Morse for two thousand five hundred dollars (\$2,500) with the intention of breeding the puppy.

71. Upon arrival at the Morse Home to pick up the puppy, Morse again orally represented that his dogs were from a "champion bloodline" and that this puppy was from a "celebrity bloodline."

72. Savanna P. was confident that the puppy would be suitable for future breeding and decided to purchase the puppy based on Morse's representations.

73. After purchasing the puppy, Savanna P. filled out an application and sent for a

Family Tree for the puppy from the Continental Kennel Club. The Family Tree indicated that the breeder was not Morse but rather Nelly Pereira out of New York.

74. Two weeks after purchasing the puppy, Savanna P.'s veterinarian diagnosed it with giardia.

75. Giardia is a protozoan parasite that can infect the gastrointestinal tract of dogs. The parasite is capable of causing diarrhea, vomiting, weight loss, and lethargy. Giardia is spread through the fecal-oral route. Cysts passed in an infected dog's stool can contaminate the environment leading to additional cases or potential reinfection. Giardia is also zoonotic, meaning that people can become infected as well. Giardia cysts may persist in the environment for many months and can cause infections at almost any time of year.

76. Later, in March 2018, Savanna P. found that the puppy had blood in his urine.

77. Upon examination of the puppy, a veterinarian determined the puppy had a bladder full of cystine stones that had caused the urinary bleeding.

78. Cystine or bladder stones are mineral deposits that form in the urinary bladder. Bladder stones commonly cause symptoms such as bloody urine and straining to urinate. In severe cases, bladder stones can cause a life-threatening urinary blockage. Bladder stones generally need to be removed. Small stones may sometimes be "flushed" out while larger stones may require surgical removal. The development of cystine stones is considered a genetic abnormality and is believed to be inherited in dogs. Special diets are generally required to prevent the development of additional cystine stones in affected dogs.

79. As a result of the diagnosis, the puppy had to have surgery and be neutered, resulting in Savanna P.'s inability to breed her dog.

80. Savanna P. incurred five thousand one hundred dollars (\$5,100) in veterinary bills to diagnose and treat the puppy's giardia and cystine stones.

81. Morse has not reimbursed Savanna P. for the purchase of the puppy or veterinary bills.

*Sale of English Bulldog Puppy to Jennifer S.*

82. In July 2016 Jennifer S. found an English Bulldog advertised for sale on a Facebook page and contacted the seller, who identified himself as Heath Morse, to inquire about the puppy.

83. Among other things, Morse claimed that the puppy was (1) veterinary-checked; (2) up-to-date on vaccines; (3) healthy; (4) from a champion bloodline; (5) pure bred; and (6) had a one-year health guarantee.

84. Jennifer S. bought the puppy from Morse on August 1, 2016, for two thousand one hundred dollars (\$2,100) based on Morse's representations.

85. When Jennifer S.'s son picked up the puppy, Morse handed him five unidentified white pills for the puppy.

86. In the car on the way home, the puppy's breathing was labored and irregular.

87. On August 3, 2016, the puppy was diagnosed with a collapsed trachea, which would require the puppy to be on an oxygen tank for the rest of his life to survive.

88. The puppy was euthanized on August 3, 2018, due to his collapsed trachea.

89. Jennifer S. spent approximately five hundred and seventy-three dollars (\$573) on veterinary bills to diagnose and treat the puppy's collapsed trachea and ultimately to euthanize the puppy.

90. Jennifer S. contacted Morse after the puppy was diagnosed with a collapsed

trachea and Morse said that he would not refund or replace the puppy if the puppy was euthanized.

91. Morse only reimbursed Jennifer S. for two thousand and fifty dollars (\$2,050) of the purchase price of the puppy and did not reimburse Jennifer S. for any of the veterinary bills.

*Sale of English Bulldog Puppy to Gino P.*

92. In August 2016 Gino P. found an English Bulldog puppy advertised for sale on the Health's English Bulldogs Facebook page and contacted Morse to inquire about the puppy.

93. Among other things, Morse claimed that the puppy was (1) up-to-date on vaccines; (2) healthy and free of Canine Parvovirus Infection ("Parvovirus"); (3) from a champion bloodline; (4) pure bred; and (5) had a one-year health guarantee.

94. Gino P. bought the puppy from Morse on August 29, 2016, for two thousand three hundred dollars (\$2,300) based on Morse's representations.

95. That evening, the puppy refused to eat or drink.

96. The puppy began vomiting blood and suffering from diarrhea on August 31, 2016.

97. On September 2, 2016, the puppy was diagnosed with Parvovirus and hospitalized in the intensive-care unit under twenty-four-hour care.

98. Parvovirus is a highly contagious viral disease of dogs. Clinical signs include vomiting, diarrhea, weight loss, and lack of appetite. Although a vaccine for Parvovirus exists, it does not always protect puppies with an immature immune system. Puppies are particularly susceptible and may die from the disease, and the virus can spread rapidly in susceptible populations. Parvovirus is spread either by direct contact with an infected dog, or indirectly, by exposure to an infected dog's stool. The virus is resistant to many cleaning products and can persist in the environment for up to a year without proper cleaning and use of disinfectant.

99. On September 4, 2016, the puppy suffered a heart attack and died due to complications of Parvovirus.

100. Gino P. spent approximately two thousand four hundred and thirty-seven dollars (\$2,437) on veterinary bills to diagnose and treat the puppy's Parvovirus.

101. Morse reimbursed Gino P. for the purchase price of the puppy but has not reimbursed Gino P. for any of the veterinary bills.

*Sale of French Bulldog Puppies to Michelle and Brian B.*

102. In the late summer 2016, Michelle and Brian B. found two French Bulldog puppies advertised for sale on the Dream-A-Bullz Facebook page and contacted an associate of Morse to inquire about the puppies.

103. Among other things, both the Dream-A-Bullz Facebook page and Morse's associate claimed that the puppies were (1) AKC-certified (but would only provide papers at extra cost); (2) veterinary-checked; (3) up-to-date on vaccines; (4) healthy; (5) pure bred; and (6) had a one-year health guarantee.

104. Michelle and Brian B. bought the two puppies from Morse on September 5, 2016, for three thousand three hundred dollars (\$3,300) based on the representations on Morse's Dream-A-Bullz Facebook page and on discussions with Morse's associate confirming those representations.

105. Morse's associate delivered the two puppies to Michelle and Brian B. at a grocery store parking lot.

106. One of the puppies drank excessively immediately upon purchase and suffered constant vomiting and diarrhea, and the puppy's urine was abnormally diluted.



107. When the puppy was six months old, the puppy was diagnosed with kidney disease and stomach ulcers and placed on a special diet and medication.

108. Because of the puppy's illnesses, the puppy was euthanized on July 4, 2018.

109. Michelle and Brian B. spent approximately one thousand nine hundred and thirty-one dollars (\$1,931) on veterinary bills to diagnose and treat the first puppy's kidney and stomach conditions and ultimately to euthanize the first puppy.

110. Immediately upon purchase the second puppy was lethargic and disproportionately small. Shortly after purchase the puppy developed a red eye. When the puppy was six months old, the puppy was diagnosed with a liver disease.

111. Michelle and Brian B. spent approximately one thousand two hundred and fifty-seven dollars (\$1,257) on veterinary bills to diagnose and treat the second puppy's eye and liver conditions.

112. Morse has not reimbursed Michelle and Brian B. for the purchase of the first puppy or the veterinary bills for either puppy.

*Sale of English Bulldog Puppy to Kelsey S.*

113. In September 2016 Kelsey S. found an English Bulldog puppy advertised for sale on the Dream-A-Bullz Facebook page and contacted Morse's associate to inquire about the puppy.

114. Among other things, Morse's associate claimed that the puppy was (1) AKC-certified (but would only provide papers at extra cost); (2) veterinary-checked; (3) up-to-date on vaccines; (4) healthy; (5) pure bred; and (6) had a one-year health guarantee.

115. Kelsey S. bought the puppy from Morse's associate on September 24, 2016, for one thousand seven hundred dollars (\$1,700) based on the representations made by Morse's

associate.

116. The puppy was coughing immediately upon purchase and was diagnosed with kennel cough in October 2016.

117. In May 2017 the puppy was diagnosed with severe demodectic mange, a parasitic skin disease likely caused by a weakened immune system. The puppy's demodectic mange caused a skin infection that required regular antibiotic treatment and blood testing to ensure stable white blood cell count levels.

118. Kelsey S. spent at least two hundred and fifty dollars (\$250) on veterinary bills to diagnose and treat the puppy's kennel cough and demodectic mange.

*Sale of English Bulldog Puppy to Nathan P.*

119. In October 2016 Nathan P. found an English Bulldog puppy advertised for sale on the Heath's English Bulldogs Facebook page and contacted Morse to inquire about the puppy.

120. Among other things, Morse claimed that the puppy was (1) veterinary-checked; (2) up-to-date on vaccines; (3) healthy; (4) dewormed; (5) show dog quality; and (6) had a one-year health guarantee. Morse also stated that if anything went wrong during the puppy's life, he would cover the veterinary bills.

121. Nathan P. purchased the puppy from Morse on October 23, 2016, for two thousand dollars (\$2,000) based on Morse's representations.

122. Immediately upon purchase, the puppy had trouble walking and could not run. The puppy was diagnosed with giardia and parasites and required several rounds of medication.

123. The puppy suffers from a compromised immune system, regular infections in her tail, severe allergies, and seasonal alopecia (hair loss).

124. Nathan P. spent approximately nine hundred and sixty-eight dollars (\$968) on

veterinary bills to diagnose and treat the puppy's giardia, immune system disorder, infections, allergies, and alopecia.

125. Nathan P. attempted to contact Morse about the puppy's health issues, but Morse never responded or reimbursed Nathan P. for any of the puppy's veterinary bills.

*Sale of English Bulldog Puppy to Heather D.*

126. In November 2016, Heather D. found an English Bulldog puppy advertised for sale on the Health's English Bulldogs Facebook page and contacted Morse to inquire about the puppy.

127. Among other things, Morse claimed that the puppy was (1) up-to-date on vaccines; (2) bred to be a healthy size and to avoid breathing issues; (3) show dog quality; (4) pure bred; and (5) had a once-year health guarantee.

128. Heather D. bought the puppy from Morse on November 23, 2016, for two thousand two hundred dollars (\$2,200) based on Morse's representations.

129. At his first checkup, the puppy was diagnosed with giardia and an umbilical hernia, a condition in which the abdominal wall is damaged and causes abdominal fat or small intestines to protrude from the stomach.

130. The puppy was also diagnosed with urethral prolapse, a condition in which the urethra protrudes through the penis, and cryptorchidism, a condition in which one or both testicles is undescended. The puppy also developed severe breathing issues, all of which were likely due to inbreeding. The puppy also regularly suffers from ear infections.

131. The puppy had to have surgery to correct his breathing issues by opening his nostrils and trimming his soft palate and to correct his hernia, urethral prolapse, and cryptorchidism.

132. Heather D. spent approximately two thousand two hundred and fifty-one dollars (\$2,251) on veterinary bills to diagnose and treat the puppy's hernia, breathing issues, prolapsed urethra, cryptorchidism, and ear infections, and was unable to recovery any of the money spent on veterinary bills through pet insurance because all of the conditions are classified as genetic defects.

*Sale of English Bulldog Puppy to Marie F.*

133. In December 2016 Marie F. found an English Bulldog puppy advertised for sale on Health's Bulldogs Facebook page and contacted Morse to inquire about the puppy.

134. Morse claimed that the puppy was (1) up-to-date on vaccines; (2) healthy; (3) from a champion bloodline; and (4) had a one-year health guarantee.

135. Marie F. bought the puppy from Morse on December 28, 2016, for approximately two thousand three-hundred dollars (\$2,300) based on Morse's representations, using money her children had received for the holidays and put toward the purchase of a puppy.

136. Marie F. met Morse at the Morse Home to pick up the puppy. Approximately ten puppies were in the home, and dog feces and diarrhea were present on the floor of the home.

137. On January 2, 2017, the puppy had diarrhea and was diagnosed with coccidia parasite and put on antibiotics.

138. Over the next week, the puppy developed severe diarrhea and vomiting, could not stand up, and was losing weight.

139. On January 11, 2017, Marie F. brought the puppy to the veterinarian, and the puppy was diagnosed with Parvovirus and pneumonia and hospitalized for eleven days. On January 18, 2017, the puppy was placed on a feeding tube.

140. Marie F. brought the puppy home on January 22, 2017, and had to spoon feed the

puppy every two hours to nurse the puppy back to health.

141. In April 2017 the puppy's face became swollen and the puppy was diagnosed with demodex mites and bacterial pyoderma, a skin infection that can be hereditary. The veterinarian instructed Marie F. not to breed the puppy because of the likely hereditary susceptibility to bacterial pyoderma.

142. Marie F. spent approximately thirteen thousand four hundred and thirty-seven dollars (\$13,437) on veterinary bills to diagnose and treat the puppy's coccidia parasite, Parvovirus, pneumonia, demodex mites, and bacterial pyoderma, and has only been reimbursed seven thousand dollars (\$7,000) of that amount.

*Sale of English Bulldog Puppy to Bryon and Kelly W.*

143. In December 2016 Kelly W. found an English Bulldog advertised for sale on the Heath's Bulldogs and Dream-A-Bullz Facebook pages and contacted Morse to inquire about the puppy.

144. Among other things, both Morse and the Heath's Bulldogs and Dream-A-Bullz Facebook pages claimed that the puppy was (1) veterinary-checked; (2) up-to-date on vaccines; (3) healthy; (4) pure bred; and (5) had a one-year health guarantee.

145. Bryon and Kelly W. bought the puppy from Morse on January 1, 2017, for two thousand five hundred dollars (\$2,500) based the representations made on the Heath's Bulldogs and Dream-A-Bullz Facebook pages and by Morse.

146. Morse delivered the puppy to Bryon W. at a strip mall parking lot.

147. On January 2, 2018, the puppy was diagnosed with bronchitis and placed on antibiotics.

148. After the puppy's cough worsened, on January 5, 2018, the puppy was diagnosed with pneumonia that had developed before the puppy's purchase, was hospitalized for three weeks, and was placed on oxygen.

149. Bryon and Kelly W. spent approximately four thousand six hundred and forty-seven dollars (\$4,647) on veterinary bills to diagnose and treat the puppy's bronchitis and pneumonia.

150. When Bryon and Kelly W. contacted Morse about the puppy's health issues, he only reimbursed them for two thousand dollars (\$2,000) of the purchase price and did not reimburse them for any of the veterinary bills.

*Sale of French Bulldog Puppy to Ryan W.*

151. In February 2017 Ryan W. found a French Bulldog puppy advertised for sale on Heath's English Bulldogs Facebook page and contacted Morse to inquire about the puppy.

152. Among other things, Morse claimed that the puppy advertised for sale was (1) veterinary-checked; (2) up-to-date on vaccines; (3) from a champion bloodline; (4) show dog quality; (5) pure bred; and (6) had a one-year health guarantee.

153. Ryan W. bought the puppy from Morse on February 6, 2017, for two thousand three hundred dollars (\$2,300) based on Morse's representations.

154. Within a week of purchase, the puppy was coughing, wheezing, shaking, and shivering and had a watering and crusty nose.

155. On February 12, 2017, the puppy was diagnosed with pneumonia.

156. The puppy had surgery to widen her nasal passage so she could breathe.

157. Ryan W. spent approximately one thousand one hundred and ninety-four dollars (\$1,194) to treat the puppy's pneumonia and breathing problems.

158. Ryan W. contacted Morse about the puppy's health issues, but Morse has not reimbursed Ryan W. for any of the veterinary bills.

*Sale of French Bulldog Puppy to Tracey L.M.*

159. In February 2017 Tracey L.M.'s boyfriend found a French Bulldog advertised for sale on the Health's Bulldogs Instagram account and contacted Morse to inquire about the puppy.

160. Among other things, Morse claimed that the puppy was (1) up-to-date on vaccines; (2) healthy; (3) dewormed; (4) from a champion bloodline; (5) pure bred; and (6) had a one-year health guarantee.

161. Tracey L.M. bought the puppy on February 14, 2017, for two thousand dollars (\$2,000) based on Morse's representations. Tracey L.M. intended to breed the puppy.

162. The puppy had blood in her stool and parasites immediately upon purchase and developed patellar luxation, a likely genetic condition in which the kneecap regularly dislocates.

163. In October 2018 Tracey L.M. contacted Morse to inquire about purchasing a second French Bulldog puppy.

164. Among other things, Morse again represented that the puppy was (1) up-to-date on vaccines; (2) healthy; (3) dewormed; (4) from a champion bloodline; (5) pure bred; and (6) had a one-year health guarantee.

165. Tracey L.M. bought the second puppy on October 6, 2018, for two thousand dollars (\$2,000) based on Morse's representations. Tracey L.M. intended to breed the two dogs.

166. The puppy had blood in his stool and parasites immediately upon purchase and developed a skin condition that has not yet been diagnosed.

167. Tracey L.M. cannot breed either puppy due to their health conditions.

168. Tracey L.M. spent one thousand seven hundred dollars (\$1,700) on veterinary bills to diagnose and treat the two puppies' patellar luxation, parasites, and skin condition and likely will incur additional expenses to treat the second puppy's skin condition.

169. Tracey L.M. contacted Morse about the puppies' health issues, but Morse has not reimbursed Tracey L.M. for any of the veterinary bills.

*Sale of French Bulldog Puppy to Robert G.*

170. In March 2017 Robert G. identified a puppy for sale on Facebook and contacted the seller, who identified himself as Heath Morse, to inquire about the puppy.

171. Among other things, Morse represented that the puppy was (1) veterinary-checked; (2) up-to-date on vaccines; (3) healthy; (4) from a champion bloodline; (5) pure bred; and (6) had a one-year health guarantee.

172. Robert G. bought the puppy from Morse on March 5, 2017, for two thousand three hundred dollars (\$2,300) based on Morse's representations.

173. In May 2018 the puppy suffered multiple dislocated knees and was diagnosed with patellar luxation. The puppy requires a special diet and will need surgery. The puppy also suffers from allergies, skin conditions, and regular eye infections.

174. Robert G. spent approximately two hundred and ninety-five dollars (\$295) on veterinary bills and medication to diagnose and treat the puppy's patellar luxation and likely will incur additional expenses to surgically correct the puppy's patellar luxation.

*Sale of English Bulldog Puppy to Jennifer McS.*

175. In mid-March 2017 Jennifer McS. contacted Morse after finding Heath's Bulldogs on Facebook. Morse represented on his Facebook page that a puppy would cost two thousand dollars (\$2,000).



176. On March 22, 2017, Jennifer McS. traveled to the Morse Home and paid Morse two thousand dollars (\$2,000) for an English Bulldog puppy.

177. On March 24, 2017, just two days after purchasing the puppy from Morse, the puppy became very lethargic and suffered from severe diarrhea and vomiting.

178. On March 26, 2017, Jennifer McS. brought the dog to a veterinarian who diagnosed the puppy with Parvovirus.

179. The puppy purchased from Morse by Jennifer McS. died of pneumonia caused by complications of Parvovirus on April 2, 2017, after spending eight (8) days in the animal hospital while being treated for Parvovirus.

180. Jennifer McS.'s veterinary bills totaled approximately six thousand dollars (\$6,000).

181. Morse has not reimbursed Jennifer McS. for the veterinary bills.

*Sale of French Bulldog Puppy to Thomas S.*

182. In April 2017 Thomas S. found a French Bulldog puppy advertised for sale on the Dream-A-Bullz website, puppyfind.com, the Dream-A-Bullz Facebook page, and the Health's Bulldogs Instagram account and contacted Morse to inquire about the puppy.

183. Among other things, Morse claimed that the puppy for sale was (1) up-to-date on vaccines; (2) show dog quality; (3) pure bred; and (4) had a one-year health guarantee.

184. Thomas S. bought the puppy from Morse on April 23, 2017, for two thousand two hundred dollars (\$2,200) based on Morse's representations.

185. Morse and his associate delivered the puppy to Thomas S. in a grocery store parking lot in Newton.

186. The puppy smelled rancid upon purchase and immediately suffered severe and consistent diarrhea.

187. In March 2017 the puppy's face swelled and the puppy became sluggish and stopped eating.

188. In June 2018 the puppy had a high white blood cell count and was diagnosed with a genetic autoimmune disease.

189. The puppy required constant treatment with steroids and a special diet.

190. In August 2018 the puppy was diagnosed with pneumonia caused by his autoimmune disease, his jaw became locked, and he began throwing up foam and having seizures.

191. Because of the puppy's illnesses, the puppy was euthanized on August 20, 2018.

192. Thomas S. spent approximately four thousand five hundred and four dollars (\$4,504) on veterinary bills and specialized food to diagnose and treat the puppy's autoimmune disease and pneumonia and ultimately to euthanize the puppy.

193. Thomas S. attempted to contact Morse, but the phone number was out of service.

194. Morse has not reimbursed Thomas S. for the purchase of the puppy or veterinary bills.

*Sale of English Bulldog Puppies to Darren C. and Lydia R.*

195. Darren C. and Lydia R. searched for a bulldog puppy on puppyfind.com. Puppyfind.com led them to Morse's Dream-A-Bullz Facebook page, where they found an English Bulldog puppy advertised for sale. The Dream-A-Bullz Facebook page advertised that all puppies were up-to-date on vaccines, and would come with a microchip for identification purposes, a health guarantee and warranty, and a starter kit. Additionally, on his Dream-A-

Bullz Facebook page, Morse encouraged his potential customers to “check out our 5 star ratings.” The Facebook page led to [www.dreamabullz.com](http://www.dreamabullz.com), Morse’s website, which also stated that the dogs were bred to be healthy and that Morse was an AKC breeder.

196. After finding the puppy online and contacting Morse, on May 11, 2017, Lydia R. traveled to the Morse Home where she received a call informing her to pick up the puppy at a nearby Dunkin’ Donuts.

197. Darren C. paid Heath’s English Bulldogs two thousand one hundred and twenty dollars (\$2,120) in advance by credit card.

198. When Lydia R. picked up the puppy, Morse’s associate handed her a needle with a microchip in it because Morse had not arranged to have the microchip implanted.

199. Lydia R. noted that the puppy smelled rancid.

200. Between May 11 and May 16, 2017, the puppy would not eat or drink, had severe diarrhea and vomiting, continuously shook, and had a very distinct smell and a 105-degree fever.

201. On May 16, 2017, the puppy tested positive for Parvovirus, and after four days in the hospital, on May 20, 2017, the puppy died.

202. Darren C. and Lydia R. incurred six thousand, four hundred and seven dollars and three cents (\$6,407.03) in veterinary bills associated with the puppy.

203. After the death of this English Bulldog puppy, Morse, through his associate, offered to refund them the cost of purchasing this dog, two thousand one hundred and twenty dollars (\$2,120) and give Darren C. and Lydia R. a new English Bulldog puppy instead of reimbursing their veterinary bills. He stated that the second puppy had been checked by his veterinarian, tested for Parvovirus, and fully vaccinated. He also stated that, if Darren C. or

Lydia R. reported Dream-A-Bullz to the Commonwealth, he would not provide a replacement dog.

204. On July 2, 2017, Morse's associate delivered Darren C. and Lydia R. a second puppy at a Dunkin' Donuts parking lot in Chelmsford, Massachusetts.

205. On July 4, 2017, the second puppy coughed all night, and two days later, the puppy began vomiting.

206. On July 7, 2017, the second puppy tested positive for Parvovirus, and on July 9, 2017, the second puppy died.

207. Darren C. and Lydia R. spent an additional approximately three thousand dollars (\$3,000) on veterinary bills to diagnose and treat the second puppy's Parvovirus.

*Sale of English Bulldog Puppy to Christina D.*

208. In the early summer of 2017, Morse advertised an English Bulldog puppy for sale on the Dream-A-Bullz Facebook page. He advertised that he was an experienced English and French Bulldog breeder in New England.

209. Among other things, the Facebook page claimed that the puppies that Dream-A-Bullz sells are (1) microchipped; (2) up-to-date on vaccines; and (3) healthy. Morse advertised that the white and brindle English Bulldog puppy for sale had been examined by a veterinarian and was healthy, AKC-certified, up-to-date on shots, and pure bred.

210. In response to this advertisement, Christina D. contacted Morse by text message, to which Morse responded and informed Christina D. that the price of the puppy was two thousand dollars (\$2,000). Morse said the puppy would be available for pick up at the Morse Home.

211. Christina D. bought the puppy from Morse based on the representations on Morse's Dream-A-Bullz Facebook page and website and on discussions with Morse and his business associate confirming those representations.

212. Immediately upon bringing the puppy home, the dog appeared to be sick. Within a day or two, the puppy had labored breathing and needed to be kept with the veterinarian overnight to receive fluids and receive x-rays.

213. The following day, the veterinarian diagnosed the puppy with pneumonia.

214. The x-ray indicated that the puppy did not receive a microchip, despite Morse's representation on Facebook that it had a microchip.

215. After leaving the veterinarian's office, Christina D. continued to treat the puppy with prescribed intravenous medication.

216. The puppy was not pure bred.

217. The AKC certification for this puppy, provided to Christina D. by Dream-A-Bullz, did not match the puppy Christina D. purchased, confirming that the puppy was not pure bred or AKC-certified as advertised by Morse.

218. Christina D. paid six hundred to seven hundred dollars (\$600-\$700) in veterinary bills to diagnose and treat the puppy's pneumonia.

*Sale of English Bulldog Puppy to David M.*

219. In June 2017 David M. found an English Bulldog puppy advertised for sale on the Heath's English Bulldogs and Dream-A-Bullz Facebook pages and contacted Morse's associate to inquire about the puppy.

220. Among other things, Morse's associate claimed that the puppy was (1) microchipped; (2) veterinary-checked; (3) up-to-date on vaccines; (4) healthy; and (5) had a one-year health guarantee.

221. David M. bought the puppy from Morse's associate on June 8, 2017, for two thousand three hundred dollars (\$2,300) based on the representations made by Morse's associate.

222. Morse delivered the puppy to David M. in a Dunkin' Donuts parking lot.

223. On June 9, 2017, the puppy suffered from a fever, bloody stool, diarrhea, and vomiting. On June 10, 2017, the puppy was diagnosed with Parvovirus and giardia, placed on a feeding tube, and hospitalized for five days.

224. The puppy was not microchipped.

225. David M. spent approximately six thousand two hundred and eighty-eight dollars (\$6,288) on veterinary bills to diagnose and treat the puppy's Parvovirus and giardia.

226. David M. has not been reimbursed for any of the puppy's veterinary bills.

*Sale of English and French Bulldog Puppies to Stacy R.*

227. In June 2017 Stacy R. found an English Bulldog puppy advertised for sale on Heath's Bulldogs Facebook page and contacted Morse to inquire about the puppy.

228. Among other things, both the Heath's Bulldogs Facebook Page and Morse claimed that the puppy for sale was (1) AKC-certified; (2) up-to-date on vaccines; (3) healthy; and (4) had a one-year health guarantee.

229. Stacy R. bought the puppy from Morse on June 11, 2017, for two thousand five hundred dollars (\$2,500) based on the representations made on the Heath's Bulldogs Facebook Page and by Morse.

230. The puppy was not AKC-certified.

231. The puppy was coughing with phlegm immediately upon purchase and a couple of days after purchase was diagnosed with pneumonia, an extended pallet, narrow nostrils, and a partially collapsed trachea that made it difficult to breathe.

232. The puppy had surgery to correct the collapsed trachea and was neutered to prevent the collapsed trachea, a genetic condition, from passing on to offspring.

233. The puppy was diagnosed with pneumonia four more times over the course of the following six months, for which it required hospitalization on one occasion.

234. Stacy R. spent at least six thousand, three hundred and ninety-four dollars (\$6,394) on veterinary bills to diagnose and treat the puppy's pneumonia, extended pallet, narrow nostrils, partially collapsed trachea, and the skin infection obtained from the second puppy, described below, and has only been reimbursed one thousand two hundred and twenty-six dollars (\$1,226) of that amount.

235. Stacy R. contacted Morse about the puppy's health issues but received no response.

236. In the summer of 2018, Stacy R. found a French Bulldog puppy advertised for sale on the Heath's Bulldogs Facebook Page.

237. Like the first puppy, both the Heath's Bulldogs Facebook Page and Morse claimed that the second puppy for sale was, among other things, (1) up-to-date on vaccines; (2) healthy; and (3) had a one-year health guarantee.

238. On July 13, 2018, Stacy R. purchased the second puppy for two thousand five hundred dollars (\$2,500) based on the representations made on Heath's Bulldogs Facebook Page and by Morse.

239. Stacy R. picked up the second puppy from Morse at the Morse Home, which appeared to be under construction.

240. One day after picking up the second puppy, the second puppy was diagnosed with a contagious skin infection caused by close proximity to other dogs.

241. The skin infection spread to the first puppy.

242. Stacy R. spent approximately two hundred and eighty-two dollars (\$282) on veterinary bills to diagnose and treat the second puppy's skin infection.

*Sale of French Bulldog Puppy to Maricella C.S.*

243. In May 2017 Maricella C.S. found a French Bulldog puppy advertised for sale on the Dream-A-Bullz Facebook page and the AKC website and contacted Morse to inquire about the puppy.

244. Among other things, Morse claimed that the puppy, which he claimed to have gotten from a friend, was (1) veterinary-checked; (2) up-to-date on vaccines; (3) healthy; and (4) had a one-year health guarantee.

245. Maricella C.S. bought the puppy from Morse on June 14, 2017, for two thousand dollars (\$2,000) based on Morse's representations.

246. Morse instructed Maricella to pick up the puppy in a hardware store parking lot, claiming that they could not meet at his home because of a break in.

247. When Maricella C.S. brought the puppy home, the puppy smelled rancid, refused to eat, and had diarrhea. The puppy was diagnosed with parasites within three days of purchase.

248. Ten days after purchase, the puppy was diagnosed with pneumonia and aspiration and had fluid in her lungs. The puppy was placed on oxygen and hospitalized for three days.



249. Maricella C.S. spent approximately three thousand dollars (\$3,000) on veterinary bills to diagnose and treat the puppy's parasites, pneumonia, and aspiration.

250. Maricella C.S. contacted Morse about the puppy's health issues but received no response.

251. Morse has not reimbursed Maricella C.S. for any of the three thousand dollars (\$3,000) in veterinary bills.

*Sale of French Bulldog Puppy to Sarah S.*

252. In June 2017 Sarah S. found a French Bulldog puppy for sale on the AKC website and contacted Morse to inquire about the puppy.

253. Both the AKC website and Morse claimed that the puppy for sale was (1) microchipped; (2) veterinary-checked; (3) up-to-date on vaccines; (4) healthy; (5) dewormed; (6) show dog quality and "top of the line;" (7) from a famous bloodline; and (8) had a one-year health guarantee.

254. Sarah S. bought the puppy from Morse on June 18, 2017, for two thousand five hundred dollars (\$2,500) based on the representations made on the AKC website and by Morse.

255. When Sarah S. picked up the puppy at the Morse home, Morse handed her deworming medication and a syringe containing a microchip because the puppy was not microchipped.

256. One week after purchase, the puppy was diagnosed with kennel cough, giardia, worms, and clostridium, a bacterial infection that causes severe diarrhea. The puppy has had to be dewormed at least three times since purchase.

257. The puppy is substantially larger than an average pure bred French Bulldog puppy.

258. Sarah S. contacted Morse about the puppy's suspected breeding issues but received no response.

259. Sarah S. spent approximately five hundred and seventy-three dollars (\$573) on veterinary bills to diagnose and treat the kennel cough, giardia, worms, and clostridium.

*Sale of French Bulldog Puppy to Megan F. and Thomas W.*

260. In June 2017 Thomas W. found a French Bulldog puppy advertised for sale on the Dream-A-Bullz website and contacted Morse to inquire about the puppy.

261. Among other things, Morse represented that the puppy was (1) up-to-date on vaccines; and (2) healthy.

262. Thomas W. bought the puppy on or about June 30, 2017, as a gift for Megan F. for two thousand three hundred dollars (\$2,300) based on Morse's representations.

263. Within two to three days of purchase, the puppy became lethargic and suffered vomiting and diarrhea.

264. On July 3, 2017, the puppy was diagnosed with Parvovirus, went into respiratory failure, and had to be euthanized due to organ failure.

265. Megan F. and Thomas W. spent seven hundred and ninety dollars (\$790) to diagnose and treat the puppy's Parvovirus and ultimately to euthanize the puppy.

266. After the death of this French Bulldog puppy, Morse offered to give Megan F. and Thomas W. a new French Bulldog puppy. Morse claimed that the second puppy was (1) up-to-date on vaccines; (2) healthy; and (3) well bred.

267. Megan F. met Morse at the Morse Home to pick up the puppy.

268. Morse told Megan F. that he "had whole litters cleared out from Parvo[virus]" and that Parvovirus is a "silent killer."

269. The second puppy began vomiting on the way home.

270. Within the first few weeks, the puppy vomited consistently and was diagnosed with kennel cough, ear infections, and worms.

271. In December 2017 the puppy went into cardiac arrest and spent a week in the hospital.

272. In June 2018 the puppy had surgery to open up his airways, nose, and larynx to prevent vomiting.

273. Megan F. and Thomas W. have spent approximately nine thousand three hundred and eighty-four dollars (\$9,384) on veterinary bills to diagnose and treat the second puppy's kennel cough, ear infections, worms, vomiting, and cardiac problems.

274. Morse has not reimbursed Megan F. or Thomas W. for any of the veterinary bills associated with either puppy.

*Sale of French Bulldog Puppy to Nicholas T.*

275. In July 2017 Nicholas T. found French Bulldog puppies advertised for sale on the Dream-A-Bullz website and contacted Morse's associate to inquire about purchasing a puppy.

276. Morse's associate identified a French Bulldog puppy for sale and represented that, among other things, the puppy was (1) AKC-certified; (2) microchipped; (3) veterinary-checked; (4) healthy; (5) pure bred; and (6) had a one-year health guarantee.

277. Nicholas T. bought the puppy from Morse's associate on July 5, 2017, for two thousand two hundred dollars (\$2,200) based on representations made by Morse's associate.

278. Morse's associate stated that Nicholas T. could not pick up the puppy at the Morse Home because it had recently had dogs stolen from it. Morse's associate delivered the puppy to Nicholas T. in a strip mall parking lot in Millbury. When he delivered the puppy to

Nicholas T., Morse's associate handed him a syringe containing a microchip because the puppy was not microchipped.

279. Within one day of purchase, the puppy became lethargic, developed a fever and diarrhea, and began vomiting.

280. On July 7, 2017, the puppy was diagnosed with three different parasites, Parvovirus, and pneumonia, and was hospitalized.

281. Over the next four days the puppy's organs began to fail, and the puppy was euthanized on July 11, 2017.

282. Nicholas T. spent approximately four thousand one hundred and forty-four dollars (\$4,144) on veterinary bills to diagnose and treat the puppy's parasites, Parvovirus, and pneumonia and ultimately to euthanize the puppy.

283. Morse reimbursed Nicholas T. for the purchase price of the puppy, but Nicholas T. has only been reimbursed one thousand dollars (\$1,000) of veterinary bills spent to treat and ultimately to euthanize the puppy.

*Sale of English Bulldog Puppy to Kimberly B.*

284. In December 2017, Morse advertised an English Bulldog puppy for sale on puppyfind.com and stated that this English Bulldog puppy for sale would come with: (1) an implanted microchip; (2) papers showing a bill of good health from a veterinarian; (3) genetic testing records of the parents; (4) a one-year health guarantee; and (5) supplies. In his advertisement, Morse said that the puppies would come from "five-star" living conditions. Heath advertised himself as a breeder who has been "breeding for 12 years."

285. After seeing the advertisements, Kimberly B. contacted Morse to inquire about the puppy.

286. Kimberly B. paid two thousand dollars (\$2,000) to purchase the advertised puppy based on Morse's representations.

287. On December 31, 2017, Kimberly B. traveled to the Morse Home to pick up the puppy and noted that the puppy had watery stool with a horrible stench.

288. The puppy did not come with: (1) veterinary papers; (2) genetic testing; or (3) an implanted microchip.

289. On the trip home, the puppy had diarrhea and vomited.

290. On January 2, 2018, Kimberly B., suspecting that the puppy might have Parvovirus, brought the puppy to her veterinarian and later brought the puppy to a veterinary hospital.

291. On January 5, 2018, less than a week after purchasing the puppy from Morse, the puppy died of Parvovirus in the veterinary hospital.

292. Kimberly B. spent approximately two thousand seven hundred dollars to three thousand dollars (\$2,700-\$3,000) on veterinary bills associated with the puppy.

293. Morse has not reimbursed Kimberly B. for one thousand dollars (\$1,000) of the purchase price of the puppy or for any of her veterinary bills associated with the puppy.

*Sale of French Bulldog Puppy to Courtney B.*

294. In January 2018 Courtney B. found a French Bulldog puppy advertised for sale on the Heath's Bulldogs Instagram account and contacted Morse to inquire about the puppy.

295. Among other things, Morse claimed that the puppy for sale was (1) veterinary-checked; (2) healthy; and (3) had a one-year health guarantee.

296. Courtney B. bought the puppy from Morse on January 27, 2018, for two thousand dollars (\$2,000) based on Morse's representations.

297. The puppy had loose and bloody stool, and in March 2018 the puppy was diagnosed with an upper respiratory infection and giardia.

298. Courtney B. spent approximately two-hundred and thirty-five dollars (\$235) on veterinary bills to diagnose and treat the puppy's upper respiratory infection and giardia.

299. Morse has not reimbursed Courtney B. for any of the puppy's veterinary bills.

*Sale of French Bulldog Puppy to Aleacia and Matthew T.*

300. In March 2018, Aleacia and Matthew T. found a French Bulldog puppy advertised for sale on Dream-A-Bullz, New England Bulldogs, and puppyfind.com, and contacted Morse to inquire about the puppy.

301. Among other things, Morse claimed that the puppy for sale was (1) AKC-certified (but would only provide papers at extra cost); (2) veterinary-checked the day before; (3) up-to-date on vaccines; (4) healthy; and (5) had a one-year health guarantee.

302. Aleacia and Matthew T. bought the puppy from Morse on March 5, 2018, for two thousand dollars (\$2,000) based on Morse's representations.

303. When Aleacia and Matthew T. brought the puppy home, it had watery stool. On the next day, March 6, 2018, the puppy was diagnosed with ear mites and a parasite that required medication to recoat the puppy's intestinal lining.

304. Aleacia and Matthew T. spent five hundred and nine dollars (\$509) on veterinary bills to diagnose and treat the ear mites and parasite and to revaccinate the puppy.

305. Morse has only reimbursed Aleacia and Matthew T. for one hundred dollars (\$100) of those expenses.

*Sale of French Bulldog Puppy to Victoria B.*

306. In April 2018 Victoria B. found puppies advertised for sale on the Heath's

Bulldogs Facebook page and contacted Morse to inquire about purchasing a puppy.

307. Morse identified a puppy for sale and claimed that the puppy was, among other things, (1) veterinary-checked; (2) healthy; (3) from a champion bloodline; and (4) pure bred. Morse claimed that the puppy had been bred by his aunt.

308. Victoria B. bought the puppy from Morse on April 27, 2018, for two thousand seven hundred dollars (\$2,700) based on Morse's representations.

309. Victoria B. picked up the puppy at the Morse Home. There were three puppies in a crate, which was dirty and coated in urine.

310. On September 13, 2018, the puppy became lethargic, developed diarrhea, and began vomiting, shaking, and drooling. The puppy was diagnosed with a sliding hernia, a likely congenital defect in the muscle at the junction of the esophagus and stomach, and with spinal misalignment.

311. Victoria B. spent approximately one thousand nine hundred and seventy dollars (\$1,970) on veterinary bills to diagnose and treat the puppy's diarrhea, vomiting, and sliding hernia.

*Sale of French Bulldog Puppy to Eddie F.*

312. In the summer of 2018 Eddie F. found a French Bulldog advertised for sale on Heath's English Bulldogs Instagram page and contacted Morse to inquire about the puppy.

313. Among other things, Morse claimed that the puppy was (1) veterinary-checked; (2) from a five-star champion bloodline; (3) pure bred; and (4) had a one-year health guarantee.

314. Eddie F. bought the puppy from Morse on August 15, 2018, for two thousand four hundred dollars (\$2,400) based on Morse's representations.

315. Eddie F. picked up the puppy at the Morse Home. The home smelled bad, and

Eddie F. could hear other dogs barking upstairs.

316. That day, the puppy had blood in her stool.

317. One week later, the puppy was diagnosed with a severe heart murmur.

318. The puppy still suffers from diarrhea and requires a special diet.

319. Eddie F. spent approximately eight hundred and thirty-two dollars (\$832) on veterinary bills to diagnose and treat the puppy's heart murmur and on the puppy's special diet.

320. Eddie F. contacted Morse about the puppy's health issues, but Morse stated French Bulldogs have these issues and that it was a waste of money to go to the veterinarian for these issues. Morse has not reimbursed Eddie F. for any of the veterinary bills.

*Sale of French Bulldog Puppy to Tara M.*

321. In August 2018 Tara M. found a French Bulldog puppy advertised for sale on the Heath's Bulldogs Facebook page and contacted Morse to inquire about the puppy.

322. Among other things, Morse told Tara M. that the puppy was (1) AKC-certified; (2) veterinary-checked; (3) up-to-date on vaccines; and (4) had a one-year health guarantee. Morse also claimed that he had been a breeder since he was fifteen years old.

323. Tara M. bought the puppy from Morse on August 18, 2018, for two thousand five hundred dollars (\$2,500) based on Morse's representations.

324. Tara M. picked up the puppy at the Morse Home. More than ten puppies were present in the home, three of whom looked sick.

325. Morse refused to provide paperwork to confirm the puppy's AKC certification.

326. Later that day, the puppy was coughing and had bloody stool and was diagnosed with kennel cough and parasites.

327. Tara M. spent at least sixty dollars (\$60) to diagnose and treat the parasites.



*Sale of French Bulldog Puppy to Traci-Ann G.*

328. In October 2018 Traci-Ann G. found a French Bulldog puppy advertised for sale on Heath's English Bulldogs Facebook page and contacted Morse to inquire about the puppy.

329. Morse told Traci-Ann G. that the puppy for sale was (1) AKC-certified (but would only provide papers at extra cost); (2) healthy; (3) dewormed; (4) from a champion bloodline; and (5) had a one-year health guarantee. Morse also claimed that he had been a breeder for more than twenty years.

330. Traci-Ann G. purchased the puppy from Morse on October 20, 2018, for two thousand six hundred dollars (\$2,600) based on Morse's representations.

331. The puppy was vomiting immediately upon purchase, was diagnosed with roundworms, and required treatment with antibiotics and a limited diet. The puppy still drinks excessively and eats his own feces.

332. Traci-Ann G. spent approximately seven-hundred and fifty dollars (\$750) to diagnose and treat the roundworms and revaccinate the puppy following his purchase.

333. Traci-Ann G. contacted Morse about the puppy's health issues, and Morse stated that the issues were normal and has not reimbursed Traci-Ann G. for any of the veterinary bills.

Morse's Ongoing Failure to Comply with the Department's Administrative Enforcement

334. On March 24, 2017, after receiving a complaint from a licensed veterinarian that Jennifer McS.'s puppy contracted Parvovirus, the Animal Control Officer for Shrewsbury, Massachusetts ("Animal Control Officer"), visited the Morse Home and issued an Order of Quarantine for all dogs at the Morse Home pursuant to G.L. c. 129, § 21, prohibiting any animals from entering or leaving the premises.

335. On April 4, 2017, the Department issued an Order to Cease and Desist (Order 766-CD-17) pursuant to G.L. c. 129, § 2, to Morse requiring Morse to immediately cease and desist his operation of an unlicensed pet shop and to remove from any venue all advertisements offering animals for sale or adoption that are not the offspring of his personally owned animals, in violation of G.L. c. 129, § 39A, and 330 C.M.R. § 12.02(1).

336. Morse has failed to comply with the Order issued by the Department and continues to sell Bulldog puppies from the Morse Property and to advertise that they are AKC-certified, microchipped, veterinary-checked, up-to-date on vaccines, healthy, dewormed, from champion bloodlines, show dog quality, pure bred, and had a one-year health guarantee, and that the puppies were bred by Morse.

337. On June 21, 2017, the Department received information that Morse sold another puppy diagnosed with Parvovirus.

338. On July 3, 2017, the Department received a complaint from a purchaser who, on June 25, 2017, had picked up a puppy from Morse in a parking lot in Bolton, Massachusetts.

339. After receiving these complaints, on July 27, 2017, the Department issued Morse a Notice of Assessment of Administrative Penalty pursuant to G.L. c. 129, § 37, for continued violations of G.L. c. 129, §§ 30 and 39A, 330 C.M.R. § 12.02(1), and Order 766-CD-17 and assessed administrative fines in the amount of one thousand dollars (\$1,000) against Morse comprised of: (1) five hundred dollars (\$500) for moving one (1) puppy and (2) five hundred dollars (\$500) for selling one (1) puppy without the required license.

340. On August 14, 2017, the Department received a complaint from Christina D. that her puppy, purchased from Morse, had been diagnosed with pneumonia.

341. The Animal Health Officer inspected the Morse Home as a result of the complaint. During the inspection, Morse had six (6) puppies at the Morse Home. Morse informed the Animal Health Officer that he had received deposits for sale for four (4) of the six (6) puppies. Four (4) French Bulldog puppies and one (1) English Bulldog puppy appeared to be very ill and in need of immediate veterinary care.

342. On September 5, 2017, Morse advertised four (4) English Bulldogs and three (3) French Bulldogs for sale on his Dream-A-Bullz website.

343. As a result, on September 14, 2017, the Department issued Morse its second Notice of Assessment of Administrative Penalty pursuant to G.L. c. 129, § 37, for continued violations of G.L. c. 129, §§ 30 and 39A, 330 C.M.R. § 12.02(1), and Order 766-CD-17 in the amount of seven thousand dollars (\$7,000) comprised of: (1) five hundred dollars (\$500) for selling one (1) puppy to a Massachusetts resident from the Morse Home; (2) five hundred dollars (\$500) for removing one (1) puppy from the premises while under quarantine; (3) five hundred dollars (\$500) each for taking deposits on five (5) puppies from the Morse Home without the required license; and (4) five hundred dollars (\$500) each for offering seven (7) puppies for sale by Dream-A-Bullz on the nextdaypets.com website.

344. Morse has not paid the administrative penalty assessed in the September 14, 2017, Notice of Assessment of Administrative Penalty.

345. On December 18, 2017, Morse made arrangements to sell a Bulldog puppy for two thousand (\$2,000) from his Legendary Bulldog Facebook page.

346. As of January 2, 2018, Morse's Legendary Bulldogs Facebook page offered twenty-four (24) different puppies for sale, with postings dated from October 8, 2017 through December 31, 2017.

347. As a result, on January 11, 2018, the Department issued a third Notice of Assessment of Administrative Penalty for continued violations of G.L. c. 129, § 39A, 330 C.M.R. § 12.02(1), and Order 766-CD-17 in the amount of ten thousand dollars (\$10,000) consisting of a penalty of five hundred dollars (\$500) for offering each of twenty (20) puppies for sale on the Legendary Bulldog Co. Facebook page.

348. Morse has not paid the administrative penalty assessed in the January 11, 2018, Notice of Assessment of Administrative Penalty.

349. Morse violated and continues to violate the March 24, 2017, Order of Quarantine and Order 766-CD-17.

### **CAUSES OF ACTION**

#### **COUNT I. VIOLATIONS OF THE MASSACHUSETTS ANIMAL HEALTH LAW, G.L. c. 129, AND IMPLEMENTING REGULATIONS, 330 C.M.R. §§ 3.01-3.05, 12.01-12.09**

350. The Commonwealth realleges and incorporates by reference the allegations of Paragraphs 1 through 349, as if they were restated in full.

351. With exceptions not relevant here, section 39A of the Animal Health Law, G.L. c. 129, § 39A, and its implementing regulation at 330 C.M.R. § 12.02(1) prohibit any person from operating a pet shop without applying for and obtaining a license from the Department's director of animal health.

352. Section 21 of G.L. c. 129 and its implementing regulation at 330 C.M.R. § 12.06 provide that any animal showing signs of infection with a contagious disease must be quarantined, and G.L. c. 129, § 30, provides that an animal which has been quarantined by order

of the Department's director of animal health or an animal health inspector shall be deemed to be affected with a contagious disease.

353. Section 12.03(1)(a) and (3)(a) of 330 C.M.R. requires that persons operating pet shops must maintain all buildings and premises in good repair and in sanitary condition.

354. Section 12.03(2)(a) and (c) of 330 C.M.R. requires that persons operating pet shops must provide a room to be used for the purposes of quarantining sick or diseased animals or isolating newly acquired dogs that is completely enclosed and physically separated from rooms used to maintain other animals.

355. Section 12.05(1) of 330 C.M.R. provides that no person operating a pet shop may display, offer for sale, sell, or give away any animal with obvious signs of any infectious diseases, with exceptions not relevant here, or any congenital abnormalities affecting the general health of the animal.

356. Sections 12.07(3), 12.09(2), and 12.05(2)(c)(1) of 330 C.M.R. require that all persons operating a pet shop must have each dog checked by a licensed veterinarian prior to offer for sale, barter, gift, or other exchange, that no person operating a pet shop may sell or give away any dog unless in possession of a health certificate issued by a licensed veterinarian dated not more than seven calendar days previous to the sale or give away, and that a copy of an animal's complete vaccination, prophylactic medication, and treatment records shall be given to any purchaser or adopter at the time of sale or give away.

357. Pursuant to G.L. c. 129, § 1, the term "[p]et shop" means "every place or premise where birds, mammals or reptiles are kept for the purpose of sale at either wholesale or retail, import, export, barter, exchange or gift." *See also* 330 C.M.R. § 12.01.

358. By selling puppies that were not the offspring of his personally owned animals

from the Morse Home, Morse operated and continues to operate a “[p]et shop” within the meaning of G.L. c. 129, § 1, and 330 C.M.R. § 12.01.

359. The Department’s April 4, 2017, Order 766-CD-17 is an “order” issued by the Department pursuant to its authority under G.L. c. 129, § 2, to enjoin Morse’s sale of puppies without a pet shop license in violation of G.L. c. 129, § 39A, and 330 C.M.R. § 12.02(1).

360. The Animal Control Officer’s March 24, 2017, Order of Quarantine is an “order” issued by the Animal Control Officer pursuant to its authority under G.L. c. 129, § 21, in response to Morse’s sale of a puppy infected by Parvovirus.

361. By continuing to sell and offer for sale puppies that are not the offspring of his personally owned animals from his home without obtaining a pet shop license pursuant to G.L. c. 129, § 39A, and 330 C.M.R. § 12.02(1), Morse has violated and continues to violate the April 4, 2017, Order 766-CD-17, G.L. c. 129, § 39A, and 330 C.M.R. § 12.02(1).

362. By continuing to move puppies in violation of the March 24, 2017, Order of Quarantine, Morse has violated and continues to violate the March 24, 2017, Order of Quarantine, the April 4, 2017, Order 766-CD-17, G.L. c. 129, §§ 21 and 30, and 330 C.M.R. § 12.06.

363. By operating a pet shop out of the Morse Home while in disrepair and under unsanitary conditions, Morse has violated and continues to violate 330 C.M.R. § 12.03(1)(a) and (3)(a).

364. By failing to maintain an isolation room for quarantined or newly acquired dogs, Morse has violated and continued to violate 330 C.M.R. § 12.03(2)(a) and (c).

365. By offering for sale, selling, and giving away puppies with obvious signs of infectious diseases and conditions, including pneumonia, giardia, Parvovirus, kennel cough,

demodectic mange, ear infections, coccidia parasite, demodex mites, bacterial pyoderma, bronchitis, skin infections, worms, clostridium, parasites, respiratory infections, and roundworms, and genetic and congenital abnormalities, including deafness, an elongated soft palate, cherry eye, cystine stones, a collapsed trachea, kidney disease, stomach ulcers, liver disease, a compromised immune system, severe allergies, seasonal alopecia, an umbilical hernia, urethral prolapse, cryptochordism, severe breathing issues, patellar luxation, hip dysplasia, a genetic autoimmune disease, heart failure, a sliding hernia, and a heart murmur, Morse violated 330 C.M.R. § 12.05(1).

366. By failing to have each puppy checked by a licensed veterinarian prior to offering the puppies for sale and by failing to provide purchasers with a health certificate and each puppy's complete vaccination, prophylactic medication, and treatment records at the time of sale or give away, Morse violated 330 C.M.R. §§ 12.07(3), 12.09(2), and 12.05(2)(c)(1).

367. Section 37 of G.L. c. 129 provides that the "commissioner of agriculture or his designee . . . may apply for an injunction to restrain any violation of this chapter in order to protect human or animal health" and that the Superior Court has jurisdiction "to enforce [G.L. c. 129] and restrain violations thereof."

**COUNT II. VIOLATIONS OF THE MASSACHUSETTS CONSUMER PROTECTION ACT, G.L. c. 93A, AND IMPLEMENTING REGULATIONS 940 C.M.R. §§ 3.01-3.19, 6.01-6.15.**

368. The Commonwealth realleges and incorporates by reference the allegations of Paragraphs 1 through 367, as if they were restated in full.

369. The Massachusetts Consumer Protection Act, G.L. c. 93A, prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." G.L. c. 93A, § 2(a).

370. Section 3.16 of 940 C.M.R., the Consumer Protection Regulations, provides that an act or practice is a violation of G.L. c. 93A, § 2, if, among other things, (1) it is oppressive or otherwise unconscionable in any respect; (2) any person fails to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction; or (3) it fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety, or welfare promulgated by the Commonwealth intended to provide the consumers of this Commonwealth protection. 940 C.M.R. § 3.16(1)-(3).

371. Section 3.02 of 940 C.M.R. provides that “[n]o statement or illustration shall be used in any advertisement which creates a false impression of the grade, quality, make, value, . . . or origin of the product offered, or which may otherwise misrepresent the product in such a manner that later, on disclosure of the true facts, there is a likelihood that the buyer may be switched from the advertised product to another.”

372. Section 3.05 of 940 C.M.R. provides that “[n]o claim or representation shall be made by any means concerning a product which directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect,” including “representations or claims relating to the . . . strength, condition, or life expectancy of such product . . . .”

373. Section 6.03 of 940 C.M.R. provides that, in retail sales, the responsibility for truthful and nondeceptive advertising rests with the seller and that sellers must be able to substantiate material representations made before such representations are disseminated, *id.* § 6.03(1); that sellers shall not use advertisements which are untrue, misleading, deceptive, or fraudulent, among other things, *id.* § 6.03(2); and that an unfair or deceptive representation may



result not only from direct representations and the reasonable inferences they create, but from the seller's omitting or obscuring a material fact, *id.* § 6.03(4).

374. Section 6.04(1) of 940 C.M.R. provides that it is an unfair or deceptive act for a seller to make any material representation of fact in an advertisement if the seller knows or should know that the material representation of fact is false or misleading or has the tendency or capacity to be misleading, or if the seller does not have sufficient information upon which a reasonable belief in the truth of the material representation could be based.

375. Section 6.04(2) provides that it is an unfair or deceptive act for a seller to fail to clearly and conspicuously disclose in any advertisement any material representation, the omission of which would have the tendency or capacity to mislead reasonable buyers or prospective buyers.

376. G.L. c. 93A, § 4, authorizes the Attorney General to bring an action to restrain the use of methods, acts, or practices found to be unlawful under G.L. c. 93A, § 2(a).

377. G.L. c. 93A, § 4, authorizes the Court to enjoin violations of G.L. c. 93A, § 2(a), to restore to any person who has suffered any ascertainable loss by reason of such unlawful method, act, or practice, any moneys or property, real or personal, which may have been acquired by means of such method, act, or practice, to order payment to such persons of up to three but not less than two times the amount lost if the court finds that the use of the act or practice was willful, and to order the payment to the Commonwealth of civil penalties of not more than five thousand dollars (\$5,000) for each violation of which a defendant knew or should have known, along with the reasonable costs of investigation and litigation of such violation, including reasonable attorneys' fees.

378. Pursuant to G.L. c. 93A, § 1, and 940 C.M.R. §§ 3.01 and 6.01, the term

“[p]erson” includes “an individual.”

379. Pursuant to 940 C.M.R. § 6.01, the term “[a]dvertisement” means “any oral, written, graphic, or pictorial representation made by a seller in the course of the solicitation of retail business or which encourages a person to purchase a retail product” that is disseminated within Massachusetts or accessible to Massachusetts consumers.

380. Pursuant to 940 C.M.R. § 6.01, the term “[m]aterial representation” means “any oral, written, graphic or pictorial claim or statement, the disclosure of which has the tendency or capacity to influence the decision of reasonable buyers or reasonable prospective buyers whether to purchase the product.”

381. Pursuant to G.L. c. 93A, § 1, the terms “[t]rade” and “commerce” include “the advertising, offering for sale, . . . [and] the sale . . . or distribution of . . . any property, tangible or intangible, real, personal, or mixed, . . . and any other article, commodity, or thing of value wherever situate, and shall include any trade or commerce directly or indirectly affecting the people of this commonwealth.”

382. Pursuant to 940 C.M.R. §§ 3.01 and 6.01, the term “[p]roduct” includes “goods, whether tangible or intangible, real, personal, or mixed.”

383. Pursuant to 940 C.M.R. § 6.01, the term “[s]eller” includes “any person who offers any product for sale.”

384. Morse is a “[p]erson” within the meaning of 940 C.M.R. §§ 3.01 and 6.01.

385. Morse’s statements and written and pictorial posts on puppyfind.com, the Heath’s English Bulldogs Facebook Page, the Dream-A-Bullz Facebook page,<sup>1</sup> the Heath’s Bulldogs Facebook page,<sup>2</sup> the Heath Morse Bulldogs Facebook page, the New England Bulldogs

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<sup>1</sup> Located at: <https://www.facebook.com/DreamABullz/>.

<sup>2</sup> Located at: <https://www.facebook.com/heathsbulldogz/>.

Facebook page, the Heath's Bulldogs Instagram account, and the Dream-A-Bullz website<sup>3</sup> offering puppies for sale between March 2016 and October 2018 constituted "[a]dvertisement[s]" within the meaning of 940 C.M.R. § 6.01.

386. Morse's statements and written and pictorial posts on puppyfind.com, the Heath's English Bulldogs Facebook Page, the Dream-A-Bullz Facebook page, Heath's Bulldogs Facebook page, the Heath Morse Bulldogs Facebook page, the New England Bulldogs Facebook page, the Heath's Bulldogs Instagram account, and the Dream-A-Bullz website offering puppies for sale and representing that the puppies were AKC-certified, microchipped, veterinary-checked, up-to-date on vaccines, healthy, dewormed, of champion, celebrity, or "top of the line" bloodlines, show dog quality, pure bred, and well bred, and had a one-year health guarantee, on which representations Amanda E., Kathleen C., Erin P. and David A., Savanna P., Jennifer S., Gino P., Michelle and Brian B., Kelsey S., Nathan P., Heather D., Marie F., Bryon and Kelly W., Ryan W., Tracey L.M., Robert G., Jennifer McS., Thomas S., Darren C. and Lydia R., Christina D., David M., Stacy R., Maricella C.S., Sarah S., Megan F. and Thomas W., Nicholas T., Kimberly B., Courtney B., Aleacia and Matthew T., Victoria B., Eddie F., Tara M., and Traci-Ann G. relied in purchasing puppies, constituted "[m]aterial representation[s]" within the meaning of 940 C.M.R. § 6.01.

387. By selling and distributing puppies, Morse is engaged in a "[t]rade" or "commerce" within the meaning of G.L. c. 93A, § 1.

388. The puppies Morse sold to Amanda E., Kathleen C., Erin P. and David A., Savanna P., Jennifer S., Gino P., Michelle and Brian B., Kelsey S., Nathan P., Heather D., Marie F., Bryon and Kelly W., Ryan W., Tracey L.M., Robert G., Jennifer McS., Thomas S.,

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<sup>3</sup> Previously located at: <http://www.dreamabullz.com/>. The website has since been taken down.

Darren C. and Lydia R., Christina D., David M., Stacy R., Maricella C.S., Sarah S., Megan F. and Thomas W., Nicholas T., Kimberly B., Courtney B., Aleacia and Matthew T., Victoria B., Eddie F., Tara M., and Traci-Ann G. were “[p]roduct[s]” within the meaning of 940 C.M.R. §§ 3.01 and 6.01.

389. Morse is a “[s]eller” within the meaning of 940 C.M.R. § 6.01.

390. G.L. c. 129, § 39A, and regulations at 330 C.M.R. §§ 12.02(1), 12.03(1)(a), (2)(a) and (c), and (3)(a), 12.05(1), 12.05(2)(c)(1), 12.06, 12.07(3), and 12.09(2) are existing statutes and regulations meant for the protection of public health, safety and welfare and intended to protect the consumers of the Commonwealth within the meaning of 940 C.M.R. § 3.16(3).

391. By falsely representing that the first puppy sold to Amanda E. was AKC-certified, microchipped, up-to-date on vaccines, in perfect health, dewormed, and from a champion bloodline, and by failing to disclose that the first puppy had worms, on which representations and omissions Amanda E. relied in purchasing the first puppy, and by falsely representing that the second puppy sold to Amanda E. was up-to-date on vaccines, healthy, dewormed, and from a champion bloodline, and by failing to disclose that the second puppy was infected with kennel cough, worms, and parasites and had hip dysplasia causing dislocated hips, on which representations and omissions Amanda E. relied in purchasing the second puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

392. By falsely representing that the puppy sold to Kathleen C. was veterinary-checked, up-to-date on vaccines, healthy, and from a champion bloodline, and by failing to disclose that the puppy had parasites and is susceptible to ear infections and red eyes, on which representations and omissions Kathleen C. relied in purchasing the puppy, Morse conducted an

unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R.

§§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

393. By falsely representing that the puppy sold to Erin P. and David A. was AKC-certified, veterinary-checked, up-to-date on vaccines, healthy, from a champion bloodline, and had a one-year health guarantee, and by failing to disclose that the puppy was deaf, had an elongated soft palate likely due to inbreeding, had bacteria in his lungs, and cherry eye, on which representations and omissions Erin P. and David A. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

394. By falsely representing that the puppy sold to Savanna P. was AKC-certified, up-to-date on vaccines, from a champion bloodline, show dog quality, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with giardia and susceptible to cystine stones, on which representations and omissions Savanna P. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

395. By falsely representing that the puppy sold to Jennifer S. was veterinary-checked, up-to-date on vaccines, healthy, from a champion bloodline, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy had a collapsed trachea, on which representations and omissions Jennifer S. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

396. By falsely representing that the puppy sold to Gino P. was up-to-date on vaccines, healthy and free of Parvovirus, from a champion bloodline, pure bred, and had a one-year health

guarantee, and by failing to disclose that the puppy was infected with Parvovirus, on which representations and omissions Gino P. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

397. By falsely representing that the puppies sold to Michelle and Brian B. were AKC-certified, veterinary-checked, up-to-date on vaccines, healthy, pure bred, and had a one-year health guarantee, and by failing to disclose that the first puppy had kidney disease and stomach ulcers and that the second puppy had liver disease and was susceptible to red eyes, on which representations and omissions Michelle and Brian B. relied in purchasing the puppies, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

398. By falsely representing that the puppy sold to Kelsey S. was AKC-certified, veterinary-checked, up-to-date on vaccines, healthy, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with kennel cough and severe demodectic mange, on which representations and omissions Kelsey S. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

399. By falsely representing that the puppy sold to Nathan P. was veterinary-checked, up-to-date on vaccines, healthy, dewormed, show dog quality, and had a one-year health guarantee, and by failing to disclose that the puppy had a compromised immune systems, infections in her tail, severe allergies, and seasonal alopecia, on which representations and omissions Nathan P. relied in purchasing the puppy, Morse conducted an unfair and deceptive

act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

400. By falsely representing that the puppy sold to Heather D. was up-to-date on vaccines, bred to be a healthy size and to avoid breathing issues, show dog quality and pure bred and had a one-year health guarantee, and by failing to disclose that the puppy had an umbilical hernia, urethral prolapse, cryptorchidism, severe breathing issues, and ear infections, on which representations and omissions Heather D. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

401. By falsely representing that the puppy sold to Marie F. was up-to-date on vaccines, healthy, from a champion bloodline, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with coccidia parasite, Parvovirus, pneumonia, demodex mites, and bacterial pyoderma and could not be bred, on which representations and omissions Marie F. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

402. By falsely representing that the puppy sold to Bryon and Kelly W. was veterinary-checked, up-to-date on vaccines, healthy, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with bronchitis and pneumonia, on which representations and omissions Bryon and Kelly W. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

403. By falsely representing that the puppy sold to Ryan W. was veterinary-checked, up-to-date on vaccines, from a champion bloodline, show dog quality, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with pneumonia and had breathing issues, on which representations and omissions Ryan W. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

404. By falsely representing that the puppies sold to Tracey L.M. were up-to-date on vaccines, healthy, dewormed, from a champion bloodline, pure bred, and had a one-year health guarantee, and by failing to disclose that the first puppy was infected with parasites, had patellar luxation, and could not be bred, and that the second puppy had parasites and a skin condition and could not be bred, on which representations and omissions Tracey L.M. relied in purchasing the puppies, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

405. By falsely representing that the puppy sold to Robert G. was veterinary-checked, up-to-date on vaccines, healthy, from a champion bloodline, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy had patellar luxation, allergies, skin conditions, and eye infections, on which representations and omissions Robert G. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

406. By failing to disclose that the puppy sold to Jennifer McS. was infected with Parvovirus, on which omission Jennifer McS. relied in purchasing the puppy, Morse conducted



an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

407. By falsely representing that the puppy sold to Thomas S. was up-to-date on vaccines, show dog quality, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy had a genetic autoimmune disease, on which representations and omissions Thomas S. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

408. By falsely representing that the puppies sold to Darren C. and Lydia R. were microchipped, up-to-date on vaccines, and healthy, and by failing to disclose that the puppies were infected with Parvovirus, on which representations and omissions Darren C. relied in purchasing the puppies, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

409. By falsely representing that the puppy sold to Christina D. was AKC-certified, microchipped, veterinary-checked, and healthy, and by failing to disclose that the puppy was infected with pneumonia, on which representations and omissions Christina D. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

410. By falsely representing that the puppy sold to David M. was microchipped, veterinary-checked, up-to-date on vaccines, healthy, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with Parvovirus and giardia, on which

representations and omissions David M. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

411. By falsely representing that the puppies sold to Stacy R. were AKC-certified, up-to-date on vaccines, healthy, and had a one-year health guarantee, and by failing to disclose that the first puppy was infected with pneumonia, had an extended pallet, narrow nostrils, and a partially collapsed trachea, and could not be bred, and that the second puppy had a skin infection, on which representations and omissions Stacy R. relied in purchasing the puppies, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

412. By falsely representing that the puppy sold to Maricella C.S. was veterinary-checked, up-to-date on vaccines, healthy, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with parasites and pneumonia and had fluid in her lungs, on which representations and omissions Maricella C.S. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

413. By falsely representing that the puppy sold to Sarah S. was microchipped, veterinary-checked, up-to-date on vaccines, healthy, dewormed, show dog quality and “top of the line,” from a famous bloodline, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with kennel cough, giardia, worms, and clostridium, on which representations and omissions Sarah S. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

414. By falsely representing that the puppies sold to Megan F. and Thomas W. were up-to-date on vaccines, healthy, and well bred, and by failing to disclose that the first puppy was infected with Parvovirus and that the second puppy was infected with kennel cough and worms and cardiac problems and abnormally narrow airways, nose, and larynx, on which representations and omissions Megan F. and Thomas W. relied in purchasing the puppies, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

415. By falsely representing that the puppy sold to Nicholas T. was AKC-certified, microchipped, veterinary-checked, healthy, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with parasites, Parvovirus, and pneumonia, on which representations and omissions Nicholas T. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

416. By falsely representing that the puppy sold to Kimberly B. was microchipped, healthy, and came with veterinary papers and genetic testing, and by failing to disclose that the puppy was infected with Parvovirus, on which representations and omissions Kimberly B. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

417. By falsely representing that the puppy sold to Courtney B. was veterinary-checked, healthy, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with an upper respiratory infection and giardia, on which representations and omissions Courtney B. relied in purchasing the puppy, Morse conducted an unfair and deceptive

act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

418. By falsely representing that the puppy sold to Aleacia and Matthew T. was AKC-certified, veterinary-checked, up-to-date on vaccines, healthy, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with ear mites and a parasite, on which representations and omissions Aleacia and Matthew T. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

419. By falsely representing that the puppy sold to Victoria B. was veterinary-checked, healthy, from a champion bloodline, and pure bred, and by failing to disclose that the puppy had a sliding hernia, on which representations and omissions Victoria B. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

420. By falsely representing that the puppy sold to Eddie F. was veterinary-checked, from a five-star champion bloodline, pure bred, and had a one-year health guarantee, and by failing to disclose that the puppy had a heart murmur and recurring diarrhea, on which representations and omissions Eddie F. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

421. By falsely representing that the puppy sold to Tara M. was AKC-certified, veterinary-checked, up-to-date on vaccines, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with kennel cough and parasites, on which representations and omissions Tara M. relied in purchasing the puppy, Morse conducted an

unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

422. By falsely representing that the puppy sold to Traci-Ann G. was AKC-certified, healthy, dewormed, from a champion bloodline, and had a one-year health guarantee, and by failing to disclose that the puppy was infected with roundworms, on which representations and omissions Traci-Ann G. relied in purchasing the puppy, Morse conducted an unfair and deceptive act or practice in violation of G.L. c. 93A, § 2(a), and 940 C.M.R. §§ 3.16(1) and (2), 3.02, 3.05, 6.03(1)-(2) and (4), and 6.04(1)-(2).

423. Morse knew, or should have known, that his conduct alleged in Paragraphs 20 through 349 of this complaint was unfair or deceptive in violation of G.L. c. 93A, § 2(a).

424. By the activities described in Paragraphs 20 through 349 of this Complaint, and as detailed in Paragraphs 361 through 366 of this Complaint, Morse knowingly and willfully violated G.L. c. 129, § 39A, and regulations at 330 C.M.R. §§ 12.02(1), 12.03(1)(a), (2)(a) and (c), and (3)(a), 12.05(1), 12.05(2)(c)(1), 12.06, 12.07(3), and 12.09(2), and, accordingly, G.L. c. 93A, § 2(a), and 940 C.M.R. § 3.16(3).

425. Pursuant to G.L. c. 93A, § 4, the Attorney General has provided Morse with notice at least five days before commencing this action and has provided Morse an opportunity to confer regarding the claims alleged in this action.

426. Pursuant to G.L. c. 93A, § 4, the Superior Court may issue permanent injunctions and may order Morse to pay to the Commonwealth civil penalties of up to \$5,000 for each deceptive advertisement and each puppy sale and all reasonable costs of investigation and litigation, including attorneys' fees, and shall restore to any person who has suffered any loss of moneys or property by reason of a willful unfair or deceptive method, act, or practice up to three

but not less than two times the amount lost.

### **PRAYER FOR RELIEF**

WHEREFORE, the Commonwealth requests that this Court grant the following relief:

- A. Order Morse to restore to Amanda E., Kathleen C., Erin P. and David A., Savanna P., Jennifer S., Gino P., Michelle and Brian B., Kelsey S., Nathan P., Heather D., Marie F., Bryon and Kelly W., Ryan W., Tracey L.M., Robert G., Jennifer McS., Thomas S., Darren C. and Lydia R., Christina D., David M., Stacy R., Maricella C.S., Sarah S., Megan F. and Thomas W., Nicholas T., Kimberly B., Courtney B., Aleacia and Matthew T., Victoria B., Eddie F., Tara M., and Traci-Ann G. up to three but not less than two times the amount of unrecovered money spent to purchase puppies from Morse and cover veterinary bills paid to treat puppies following their purchase pursuant to G.L. c. 93A, § 4;
- B. Enter judgment against Morse for civil penalties in an amount up to \$5,000 for each violation of G.L. c. 93A, § 2(a), and 940 C.M.R. § 3.16 pursuant to G.L. c. 93A, § 4;
- C. Order Morse to pay to the Commonwealth all reasonable costs of investigation and litigation, including attorneys' fees pursuant to G.L. c. 93A, § 4;
- D. Issue a permanent injunction pursuant to G.L. c. 129, § 37, and G.L. c. 93A, § 4, that requires Morse to:
  - i. immediately cease and desist from selling, importing, exporting, bartering, exchanging, or gifting any dogs, either individually or in concert with others;

- ii. remove all advertisements offering any dogs for sale, including any false representations on any website, flyer, Facebook page, Instagram account, or any other social media page or marketing tool utilized by Morse;
  - iii. cease and desist from further violating G.L. c. 129 and G.L. c. 93A; and
- E. Grant such additional relief as the Court deems appropriate and just.

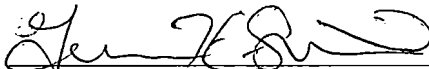
Respectfully submitted,

THE COMMONWEALTH OF MASSACHUSETTS


By its attorneys,

MAURA HEALEY  
ATTORNEY GENERAL

February 8, 2019

  
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