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8 SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY BRANCH
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10 LURLIE ADAMS d/b/a, VALLEY VIEW) CHINCHILLA RANCH,) 11) Plaintiff,) 12) v.) 13) 14 PEOPLE (for the) ETHICAL TREATMENT) (of) ANIMALS ("PETA") a Virginia Corp.,) 15 LISA LANGE an individual, SAM SIMON,) an individual, SAMSIMON FOUNDATION) 16 and DOES 1 through 20, inclusive,) 17 Defendants.) 18) 19) 20)	Case No.: 37-2014-00033843-CU-DF-NC COMPLAINT FOR DAMAGES 1. FRAUD: IN THE INDUCEMENT 2. INVASION OF PRIVACY - FALSE LIGHT 3. DEFAMATION - LIBEL AND SLANDER; PER SE 4. VIOLATION OF PC §637.2 (CIVIL) 5. NEGLIGENCE 6. UNFAIR BUSINESS PRACTICES 7. INJURY TO BUSINESS REPUTATION/DILUTION 8. INTENTIONAL/NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS 9. ACCOUNTING 10. DEMAND FOR PUNITIVE DAMAGES REQUEST FOR PREFERENCE CCP §36 (a)
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21 COMES NOW, Plaintiff LURLIE ADAMS d/b/a, ADAMS VALLEY VIEW CHINCHILLA
22 RANCH and alleges as follows:

23 **I. INTRODUCTION**

24 1. This is a complaint by Plaintiff LURLIE ADAMS formerly d/b/a the VALLEY VIEW
25 CHINCHILLA RANCH ("Ms. ADAMS") for lost income and personal injury damages against PEOPLE
26 (for the) ETHICAL TREATMENT (of) ANIMALS ("PETA") a Virginia Corporation, LISA LANGE
27 ("Ms. LANGE"), an individual, SAMUEL SIMON, ("Mr. SIMON") an individual, SAMSIMON
28 Foundation and DOES 1 through 20, inclusive, alleged animal rights organization/activists.

1 In this very malicious and negligent case, 90 year old Ms. ADAMS, a breeder of Chinchillas for
2 pets from Vista, California for over 30 years, is informed and believes and thereon alleges PETA, Ms.
3 LANGE and Mr. SIMON conspired to conduct a clandestine and pretextual investigation which was then
4 laced with photos and video of other Chinchilla farms to falsely and maliciously accuse Ms. ADAMS
5 of breeding Chinchillas for “pelts,” as a “fur farm,” falsely/negligently accusing her of cruelty to her
6 Chinchillas in order to incite public sympathy and by doing so, raise funds/donations for PETA. In fact,
7 Ms. ADAMS is a decent and kind woman who lovingly took care of her and her customers’ Chinchillas
8 for decades, who was trampled and abused by the malicious, selfish, misplaced animal rights and fund
9 raising agendas of PETA, Ms. LANGE and Mr. SIMON.

10 PETA is a very controversial animal rights organization widely reported to market their causes
11 and fund raising using “B” class celebrities, fake blood, poor taste commercials (like the pulled Super
12 Bowl Ad where a set of parents are seen encouraging their teen age daughter to have sex and ends with
13 the line “Parents shouldn’t act this way. Neither should people with dogs and cats. Always spay or
14 neuter.”) and sexually suggestive ads (using “boobies” including their infamous “Naked” campaign
15 where individuals and then “B” class models appeared in public naked rather than wear fur, to promote
16 the agendas of PETA) to raise donations to then engage in alleged “rescue” operations which often result
17 in more animal cruelty, deaths/euthanasia than before PETA became involved.

18 For example, PETA has used actress/model Pamela Anderson as a spokesperson who strips
19 naked in a Valentine’s Day ad with her dog. PETA also auctioned Ms. Anderson’s Dodge Viper,
20 equipped with “luxurious leather interior,” all in the name of PETA allegedly protecting the same
21 animals used to make those seats. Jenna Jamison was photographed fishing, slurping oysters and
22 wearing a leather jacket just after launching an anti leather campaign for PETA. Morrissey got an
23 official “OK” from PETA after dining at a Steakhouse.

24 It is widely reported that PETA, after making some efforts to adopt or place various animals,
25 kills/euthanizes nearly 90% of the animals it purports to “rescue.” In PETA’s home State, the Virginia
26 Department of Agriculture and Consumer Services (“VDACS”) requires all animal shelters report the
27 number of dogs and cats taken in each year. VDACS records for the time period 1998-2013 reflect of
28 the 35,833 dogs and cats PETA took in from alleged “rescues,” 1,015 were transferred, 3,224 were

1 adopted and a staggering 31,190 or 87% were killed by PETA. Various State Inspectors have likened
2 PETA shelters to euthanasia clinics and PETA president, Ingrid Newkirk, and VP LISA LANGE as
3 radicals, having been arrested together and apart for various alleged state penal code violations in their
4 controversial “animal rights” demonstrations and “rescues.”

5 Mr. SIMON was the producer of “Cheers” the “Drew Carey Show” and co-creator of the
6 “Simpsons” TV shows, a multi-millionaire who self reports to have terminal cancer and who is
7 seemingly using his considerable wealth to support what he, misguidedly, believes to be meaningful
8 causes, like “rescuing” Ms. ADAMS’ perfectly happy, healthy and safe Chinchillas. In fact, Mr. SIMON
9 has donated or worked so much with PETA they renamed their headquarters in Norfolk , VA the SAM
10 SIMON Center.

11 In this case, PETA, Ms. LANGE and Mr. SIMON further acted in concert to secretly film and
12 then malign Ms. ADAMS to effectuate a “rescue” operation of the ADAMS’ Chinchillas, who in fact
13 were not in need of rescue at all, and were left in a far worse position after their alleged “rescue.” In fact,
14 Ms. ADAMS is informed, believes and hereon alleges after her Chinchillas were “rescued” (which was
15 actually a purchase) they were moved to Oceanside and San Diego Humane Society animal shelters and,
16 in fact, many Chinchillas suffered in their less favorable habitats and died as a result of the move,
17 overcrowding, incompatibility and heat. Ms. ADAMS is informed, believes and hereon alleges that
18 approximately a dozen died in the move.

19 Ms. ADAMS is informed and believes PETA and Mr. SIMON, through counsel, made private,
20 confidential arrangements with her to buy her Chinchillas and her business for \$50,750 and then falsely
21 and fraudulently told the Human Society shelters they had investigated Ms. ADAMS Chinchilla ranch
22 and had discovered abuses, torture and killing of the animals for their effort to effectuate a “rescue” of
23 the Chinchillas. In fact, Ms. ADAMS Chinchillas were being treated very humanely and were being
24 raised and offered for sale as pets for over 30 years.

25 Ms. ADAMS is further informed and believes and hereon alleges that after she sold her
26 Chinchillas and cages, etc. to Mr. SIMON in a “straw man” confidential contract for purchase, she was
27 falsely accused of torture, abuse, cruelty and PETA widely publicized these alleged animal rights
28 violations to orchestrate a “rescue” of Ms. ADAMS’ Chinchillas when, in fact, the Chinchillas were

1 purchased, taken from their home, health and comfort, distributed to various Humane Societies and
2 animal shelters and thereafter many died/will be euthanized as a result of being forcibly displaced to less
3 favorable living conditions, extreme hot weather, or were euthanized as a direct result of the secret straw
4 man purchase and then so called “rescue” misconduct of PETA, Ms. LANGE and Mr. SIMON.

5 2. Plaintiff pleads causes of action for 1. FRAUD; 2. INVASION OF PRIVACY - FALSE
6 LIGHT; 3. DEFAMATION - TRADE LIBEL AND SLANDER; PER SE; 4. VIOLATION OF PC
7 §637.2 (CIVIL DAMAGES); 5. NEGLIGENCE; 6. UNFAIR BUSINESS PRACTICES; 7. INJURY
8 TO BUSINESS REPUTATION/DILUTION; 8. INTENTIONAL/NEGLIGENT INFLICTION OF
9 EMOTIONAL DISTRESS; 9. ACCOUNTING; 10. DEMAND FOR PUNITIVE DAMAGES.

10 Ms. ADAMS seeks special damages in the form of lost past, present and future income, general
11 damages for severe emotional distress, and punitive damages against PETA, Ms. LANGE and Mr.
12 SIMON for extreme and outrageous misconduct which borders on, if not crosses over, into elder abuse.

14 **II. PARTIES, JURISDICTION, VENUE**

15 3. Plaintiff Ms. ADAMS is, and at all times mentioned herein was, an adult resident of
16 North San Diego County who ran a Chinchilla Ranch selling Chinchillas and assisting customers with
17 their needs for over 50 years. At all relevant times mentioned herein, Ms. ADAMS was over the age of
18 90 years old. Ms. ADAMS had earned a long and consistent history of treating her customers and her
19 animals in a humane, ethical and caring way. In fact, in 2004 Ms. ADAMS was recognized with a White
20 House certificate from President Bush as one of the countries businesswomen of the year and flown to
21 Washington D.C. for a dinner with the, then, President.

22 4. At all times mentioned herein, Plaintiff is informed, believes and thereupon alleges that
23 Defendant PETA holds itself out to the public as a animal rights activists/organization their acronym
24 name standing for “People for the Ethical Treatment of Animals.” At all times mentioned herein,
25 Plaintiff is informed, believes and hereon alleges that Defendant PETA was a corporation organized and
26 existing under the laws of the State of Virginia and doing business in the State of California including,
27 but not limited to, the North County of San Diego, State of California. PETA was the
28 investigator/coordinator of the “Purchase Agreement” and then alleged “rescue” of Chinchillas, all of

1 which occurred in Vista, North San Diego County, State of California.

2 5. At all times mentioned herein, Plaintiff is informed, believes and hereon alleges that
3 Defendant, SAMUEL SIMON, owner and President of the SAMSIMON Foundation was a resident of
4 Los Angeles County and who holds himself out to the public as a animal rights activists and through his
5 foundation has funded the various rescue operations for PETA including but not limited to the “rescue”
6 of Chinchillas which occurred in Vista, North San Diego County, State of California. At all times
7 mentioned herein, Plaintiff is informed, believes and hereon alleges that Defendant, LISA LANGE, was
8 a resident of Pasadena, County of Los Angeles County and who holds herself out to the public as a
9 animal rights activists and serves as the VP of Communications for PETA and the
10 investigator/coordinator of the “Purchase Agreement” and then alleged “rescue” of Chinchillas all of
11 which occurred in Vista, North San Diego County, State of California.

12 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES
13 1 through 20, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff will
14 amend this complaint to allege the true names and capacities of DOES 1 through 20, at such time such
15 information is ascertained by Plaintiff.

16 7. At all times mentioned herein, each and every Defendant was the agent and employee of
17 each and every other Defendant and in doing the things alleged was acting within the course and scope
18 of such agency and employment, and in doing the acts herein alleged was acting with the consent,
19 permission, and authorization of each of the remaining Defendants.

20 8. All actions of each Defendant herein alleged were ratified and approved by the officers
21 or managing agents of every other Defendant. Plaintiff is ignorant of the true names and capacities of
22 Defendants sued herein as DOES 1 through 20, and therefore sues fictitious Defendants DOES 1 through
23 20, inclusive, pursuant to California Code of Civil Procedure § 474, because each Defendant is sued as
24 the agent and/or employee of every other Defendant acting in part within the course and scope of said
25 agency and/or employment, with the knowledge and/or consent of said Co-Defendants and in part for
26 his/her/their own advantage and economic gain. Unless otherwise partnered, whenever reference is
27 made in this Complaint to any act of “Defendant,” “Defendants,” or the specifically named Defendant,
28 such allegation shall mean that each Defendant acted individually and jointly with the other Defendants.

1 Unless otherwise alleged, whenever reference is made in this Complaint to any act or omission of any
2 corporate or business Defendant, such allegation shall mean that such corporation or other business
3 Defendant did the acts or omissions alleged in this Complaint through its officers, directors, employees,
4 agents, and/or representatives while they were acting within the actual or apparent scope of their
5 authority.

6 9. Plaintiff is informed, believes and thereupon alleges that venue is proper in this Court
7 because all acts occurred in the North County of San Diego and all parties do business and in this case
8 did business in the North County of San Diego, California and therefore are subject to being hailed into
9 Court in the North County of San Diego, California.

10 11 **III. STATEMENT OF FACTS**

12 10. Plaintiff refers to and incorporates by reference herein each and every allegation
13 contained in paragraphs 1 through 9 above.

14 11. Plaintiff, Ms. ADAMS, is, and at all times mentioned herein was, an adult resident of
15 North San Diego County who along with her husband, employees and volunteers ran a Chinchilla Ranch
16 selling Chinchillas and assisting customers with their needs for over 50 years from her Vista Valley
17 View Chinchilla Ranch. At the relevant times mentioned herein, Ms. ADAMS was over the age of 90
18 years old. Ms. ADAMS had earned a long and consistent history of treating her customers and her
19 animals in a humane, ethical and caring way and had not been a fur farm for over 30 years. Ms.
20 ADAMS has never been guilty of animal abuses or cruelty, but had raised Chinchilla's for pelts over 30
21 years ago; a business that was neither inhumane or illegal, but became politically incorrect and publically
22 disfavored.

23 12. Ms. ADAMS and her Valley View Chinchilla Ranch had earned a five star rating on
24 YELP. Ms. ADAMS was recognized by President Bush in 2004 as one of America's businesswomen
25 of the year, in her capacity as a Chinchilla rancher, and flown to Washington DC for a dinner with the,
26 then, President. Just prior to the facts and circumstances described hereinbelow an inspector from San
27 Diego Humane Society, a Ms. LISA LANGE (who later played a starring role with PETA in the "rescue
28 operation" described hereinbelow) had inspected the Valley View Chinchilla Ranch and found no

1 violations of any animal control/humane rules/regulations and all animals were being housed and cared
2 for properly. In fact, Ms. ADAMS, or her ranch have never in history been charged with any alleged
3 violations of any animal control/humane rules/regulations, prior to the false and fraudulent, false light
4 allegations of PETA, Ms. LANGE and Mr. SIMON.

5 13. Due to her advancing age and increasing challenges in her ability to care for her and her
6 customers' animals and run her business, in or about June 2014 Plaintiff began advertising her Vista
7 home and Valley View Chinchilla Ranch for sale. Ms. ADAMS advertised the Ranch/business in local
8 Chinchilla magazines and invited a local news station to interview her and see her Valley View
9 Chinchilla ranch with the intention of finding a buyer for her animals and the ranch. Ms. ADAMS
10 indicated in the news story she wanted to find forever homes for her Chinchillas, but indicated
11 reluctantly if she could not find a buyer or homes/owners she might have to put the animals down in an
12 effort to gain sympathy so her Chinchillas would be adopted.

13 14. In 2014, Ms. LANGE, working at the time for the Society for the Care and Protection of
14 Animals ("SCPA") came out to Ms. ADAMS' Valley View Ranch and conducted an inspection due to
15 an alleged complaint made by a former disgruntled employee. At that time, Ms. LANGE found no
16 violations of any animal health or welfare laws/ordinances and found the Chinchillas were well cared
17 for and in good health.

18 15. However, in or about June 2014, PETA conducted an illegal (PC §637.2) and clandestine,
19 hidden camera interview and inspection of Ms. ADAMS and the Valley View Chinchilla Ranch.
20 Finding no actual evidence of abuses, PETA, namely Ms. LANGE, manipulated and attempted to entrap
21 Ms. ADAMS into making statements that were then purposefully taken out context or related to
22 incidences/occurrences which might have occasionally occurred decades ago. PETA then intentionally
23 and maliciously cut and spliced their illegal, secretly obtained video along with images of another 2004
24 investigation of another Chinchilla rancher and then maliciously edited the video and photos secretly
25 recorded of Ms. ADAMS and the Valley View Chinchilla Ranch to make a subrosive presentation that
26 placed Ms. ADAMS and her Valley View Chinchilla Ranch in a grossly false light intentionally,
27 knowingly and falsely suggesting Ms. ADAMS' Chinchillas were being tortured and abused and were
28 being killed for "pelts." In order to accomplish their objective of garnering financial support for an

1 alleged “rescue operation,” PETA conspired to set up the purchase of Ms. ADAMS’ Chinchillas with
2 one of their supporters and to portray the sale as a “rescue operation.”

3 16. Plaintiff is informed and believes this false and misleading defamatory video was then
4 privately shown to PETA’s Hollywood contributors who understood the false and defamatory
5 representations in their defamatory sense and were moved by sympathy or their own objectives to
6 contribute monies to PETA or their own foundations. Plaintiff is informed and believes and thereon
7 alleges it is the modus operandi of PETA to secretly investigate various breeders or pet
8 owners/organizations and falsely portray them as evil, abusers of animals so as to invoke public
9 sympathy and thus motivate the public to donate to the PETA organization. Then, with those funds
10 obtained by fraud and false pretenses, PETA engages local humane societies/animal control and falsely
11 portraying the individual/business for the purpose of gaining the cooperation of local humane
12 societies/animal control to gain their assistance and cooperation in PETA’s conducting malicious “raids”
13 they mislabel as so called “rescues.”

14 17. The additional dark and un-advertised (by PETA) side and result of these “raids” and
15 “rescues” are after the “rescue” the “rescued” animals are often in a worse position than before their
16 rescue. In this case particularly, the Chinchillas were taken from Ms. ADAMS and her ranch, their
17 loving caretaker and caring owner and were then housed temporarily in PETA and Humane Society
18 shelters and after a brief time are euthanized due to overcrowding or died from inhumane conditions,
19 sickness, disease, weather etc. In PETA’s home State, the Virginia Department of Agriculture and
20 Consumer Services (“VDACS”) requires all animal shelters report the number of cats and dogs taken
21 in each year. VDACS records for the time period 1998-2013 reflect of the 35,833 dogs and cats taken
22 in from alleged “rescues” 1,015 were transferred, 3,224 were adopted and a staggering 31,190 or 87%
23 were killed by PETA.

24 18. In this case, after viewing the video/photos of PETA secretly taken of Ms. ADAMS and
25 maliciously manipulated by PETA to invoke sympathies and place Ms. ADAMS in a false light, Mr.
26 SIMON, acting in concert with PETA employees/agents, retained an attorney, Mr. Logan D. Smith, to
27 set up a “straw man” “Purchase Agreement” with the objective to acquire Ms. ADAMS’ animals and
28 business equipment ostensibly to continue running the business.

1 19. In or about July 2014, Ms. ADAMS was contacted by Logan D. Smith, a California
2 attorney, who indicated he represented a private benefactor/ purchaser who wished to remain nameless
3 who was interested in purchasing the Valley View Chinchilla business including all 420 animals and all
4 equipment associated with the breeding and care of the Chinchillas.

5 20. On August 1, 2014 Ms. ADAMS and Mr. Smith, as Attorney in Fact for Purchaser,
6 entered into a purchase agreement; a true and correct copy of which is attached as Exhibit 1 to this
7 pleading, in which it was agreed Ms. ADAMS would sell all her Chinchilla animals and all equipment,
8 or items owned by Valley View Chinchilla Ranch including all computers and paper/files, records
9 relating to the operation of the business for the sum of \$50,750.00 U.S. dollars. It was expressly
10 represented to Ms. ADAMS by Mr. SMITH that his client was purchasing the business to continue to
11 raise and care for the Chinchillas. Ms. ADAMS would not have entered into the agreement if she had
12 known the true facts leading up to the purchase agreement. In fact, the true planned objective by the
13 Defendants was to gain ownership of Ms. ADAMS animals and business equipment to represent to the
14 public that PETA and Mr. SIMON, working in concert with local humane societies, had “rescued” the
15 Chinchillas from the falsely portrayed wicked and evil Ms. ADAMS, who in fact, had been lovingly
16 taking care of her Chinchillas and her customers’ Chinchillas for decades.

17 21. Consistent with the terms and conditions of the “Purchase Agreement” PETA and Mr.
18 SIMON paid Ms. ADAMS \$50,750.00 US dollars to acquire her animals and business property. Then
19 as part of their scheme and plan to evoke public sympathy/anger and thereby raise funds for PETA,
20 PETA and Mr. SIMON then coordinated and very aggressive and publically advertised a “raid” and
21 “rescue” storming the Valley View Chinchilla Ranch taking the animals under the false guise of a
22 “rescue” that they had in fact purchased from Ms. ADAMS falsely/fraudulently and under false pretenses
23 misrepresenting themselves as buyers of the business to continue the Valley View Chinchilla business.
24 Ms. LANGE, for PETA, and Mr. SIMON and their employees and agents took great public flair in
25 destroying perfectly safe and well cared for cages and business equipment, leaving the Valley View
26 Chinchilla Ranch in shambles, which was the plan, intent and purpose as PETA then portrayed the ranch
27 in shambles as false light and misleading “before” pictures.

28 22. Following the carefully planned and executed public PETA “raid” and “rescue” of Ms.

1 ADAMS' Valley View Chinchilla Ranch, PETA and Mr. SIMON placed false and misleading stories,
2 photos and video on their website, in press releases, interviews, tweets and blogs, etc. to falsely claim
3 PETA had "rescued" Ms. ADAMS Chinchillas from abuse, torture, death by electrocution and pelting.
4 PETA's misleading stories, photos and video on their website, in press releases, interviews, tweets,
5 blogs, etc. intentionally and falsely placed Ms. ADAMS in a false light, intentionally misrepresenting
6 she tortured and abused the Chinchillas and was running a "fur farm." True and correct representative
7 copies of such malicious and false publications are attached as Ex. 2. Although there were remnants of
8 "fur farm" equipment Ms. ADAMS Valley View Chinchilla Ranch had not been raising Chinchillas for
9 fur for over 30 years.

10 23. Ms. ADAMS is informed and believes following the grand and well publicized
11 PETA/Mr. SIMON "raid" and "rescue" of her Chinchillas, that were in fact perfectly safe, happy and
12 healthy, the Chinchillas were taken to PETA, Humane Society and other shelters and some animals were
13 adopted, one set was given very publically by PETA president Engrid Newkirk to Brad Pitt and Angelina
14 Jolie for increased publicity purposes, who are obviously supporters of the PETA organization.
15 However, Plaintiff is informed and believes and thereon alleges that many of her Chinchillas died as a
16 result of the "rescue" or will be euthanized when they are not properly cared for or adopted. It is widely
17 reported that PETA, after making some efforts to adopt or place various animals, kills/euthanizes over
18 80% on the animals it purports to "rescue." Various State Inspectors have likened PETA shelter's to a
19 euthanasia clinics and PITA President, Ingrid Newkirk, and VP, Lisa Lange, as radicals, having been
20 arrested together and apart for various alleged state penal code violations in their controversial "animal
21 rights" demonstrations and "rescues."

22 24. PETA and Mr. SIMON's intentional and maliciously publically placing of Ms. ADAMS
23 in a false light and defaming her mis-portraying her as an evil Chinchilla abuser and "fur farm" generated
24 numerous false print TV stories similarly mis-portraying Ms. ADAMS and her Valley View Chinchilla
25 Ranch. It also had the intended effect of causing public outrage by people who did not know Ms.
26 ADAMS who came to her Farm harassing her and her 95 year old husband and ranch workers. Ms.
27 ADAMS and her husband, Mr. ADAMS, feared for their safety and sought the assistance of law
28 enforcement for their safety and protection. All of this understandably caused the ADAMS tremendous

1 stress anxiety and emotional distress and caused/aggravated health concerns.

2 25. As a direct and proximate result of the misconduct alleged above, Plaintiff has suffered
3 special and general damages in an amount not less than \$2,500,000.00, all to be shown according to
4 proof. Plaintiff claims such amount as damages together with prejudgment interest pursuant to Civil
5 Code §3287, and/or any other provision of law providing for prejudgment interest. As a direct and
6 proximate result of Defendants' misconduct as alleged above, Plaintiff has suffered embarrassment,
7 humiliation and severe emotional and mental anguish all to her damage in an amount to be shown
8 according to proof. The acts of Defendants were, taken in context, despicable, and conducted with a
9 conscious disregard of Plaintiff's rights and with malice, so as to justify an imposition of punitive
10 damages in an amount to be shown according to proof.

11
12 FIRST CAUSE OF ACTION
13 (Fraud/Deceit in the Inducement against all Defendants and Does 1-20)

14 26. Plaintiff refers to and incorporates by reference herein each and every allegation
15 contained in paragraphs 1 through 25 above.

16 27. Defendants intentionally made false representations to Plaintiff in that material facts were
17 represented to be true facts and promises as alleged hereinabove which Defendants had no reasonable
18 ground to believe were true. Defendants made these representations with the intent that Plaintiff relied
19 upon them. The facts and promises were in fact false. Plaintiff reasonably relied on them to her
20 detriment.

21 **(FRAUD IN THE INDUCEMENT - INTENTIONAL MISREPRESENTATIONS)**

22 28. Defendants made representations of material fact including but not limited to,
23 misrepresenting to Plaintiff they were purchasing her Chinchillas and cages and property of the business
24 with intention of continuing Ms. ADAMS' breeding Chinchillas as pets business, when in fact they were
25 secretly maliciously setting up Ms. ADAMS, a trusting very senior citizen, to further their alleged animal
26 rights/fund raising agenda and objectives. They made these false representations with the intentions of
27 causing Plaintiff to rely thereon in selling her Chinchillas and business property to Defendants.

28 29. These representations were in fact false as alleged herein above. When Defendants made

1 the representations, Defendants knew they were false, or had no reasonable ground for believing the
2 representations were true and were unjustly enriched thereby.

3 30. Defendants made these representations with the intent to defraud Plaintiff as described
4 above.

5 31. At the time Plaintiff did not know the representations were false and believed they were
6 true. Plaintiff acted in justifiable reliance upon the truth of the representations to her detriment. Plaintiff
7 did not know of the fraud and deceit and could not have reasonably know until Defendants made public
8 their acts.

9 32. The acts and omissions of Defendants as alleged above constituted fraud and deceit, as
10 defined by the common law and Civil Code §§ 1572, 1709 and 1710. As a direct and proximate result
11 of Defendants' fraud and deceit, Plaintiffs have suffered the injuries and damages alleged above.

12 33. The acts and omissions of Defendants were undertaken with fraud, oppression or malice,
13 such as to justify an award of punitive damages in favor of Plaintiff in an amount to be shown according
14 to proof.

15 SECOND CAUSE OF ACTION

16 (Invasion of Privacy - False Light against all Defendants and Does 1-20)

17 34. Plaintiff refers to and incorporates by reference herein each and every allegation
18 contained in paragraphs 1 through 33 above.

19 35. Defendants created and publicized false information and material on their website and
20 social media that portrayed Ms. ADAMS in a false light namely, that Ms. ADAMS was running a "fur
21 farm" and was treating her Chinchillas in an inhumane, or cruel manner.

22 36. A reasonable person in Plaintiff's position would consider the publicity highly offensive
23 and Ms. ADAMS did, and still does find the disclosure of these false facts highly intrusive and offensive.

24 37. Defendants, and each of them, knew, or in the exercise of reasonable care should have
25 known, that portraying Ms. ADAMS in a false light namely, that Ms. ADAMS was running a "fur farm"
26 and was treating her Chinchillas in an inhumane, or cruel manner public, especially since it was false,
27 would result in Ms. ADAMS being highly offended.

28 38. Defendants, and each of them, acted with conscious and reckless disregard of Ms.

1 ADAMS's right to privacy. Defendants, and each of them, failed to ascertain the truth or falsity of the
2 matters they were publicly disclosing and acted in conscious disregard of the obvious damage they were
3 causing to Ms. ADAMS.

4 39. The information disclosed by Defendants, and each of them, was not of legitimate public
5 concern, and in fact was false.

6 40. Plaintiff is entitled to special damages for the damage done to her business, trade,
7 profession, or occupation, including amounts of money Plaintiff expended as a result of the Defendants'
8 defamatory statements and assertions.

9 41. As a direct and legal consequence of Defendants' wrongful acts, Plaintiff has suffered
10 emotional distress and other damage and has suffered an indelible mark on her reputation in an amount
11 to be proven at trial.

12 42. All Defendants acted with reckless, willful or callous disregard for Plaintiff's rights and
13 with malice, fraud or oppression toward plaintiff, thereby entitling plaintiff to an award of punitive
14 damages in accordance with proof at trial.

15
16 THIRD CAUSE OF ACTION
17 (Defamation Per Se - against all Defendants - and DOES 1-20)

18 43. Plaintiff refers to and incorporates by reference herein each and every allegation
19 contained in paragraphs 1 through 42 above.

20 44. Defendants originally published the false statements that Ms. ADAMS was treating her
21 animals cruelly and operating on them without a license and she was torturing and killing them for
22 "pelts" inter alia.

23 45. None of the statements made by any of the Defendants and reiterated on their website,
24 articles news stories, tweets and blogs had any basis in truth. Nor was there any reason for any of the
25 Defendants to believe that the defamatory statements were true. In fact, Plaintiff persisted in stating her
26 innocence of any animal cruelty at every juncture. In spite of Plaintiff's protestations to the contrary,
27 Defendants, and each of them, they continued to spread the false and defamatory statements of and
28 concerning Plaintiff.

1 46. The statements concerning Plaintiff, are libelous and slanderous on its face and defame
2 Plaintiff in her trade/business. It clearly exposes Plaintiff to hatred, contempt, ridicule, and obloquy
3 because it undermines her good name reputation and character built over a life time and 50 years in
4 business.

5 47. The libelous and slanderous statements described hereinabove were understood by those
6 who saw and heard the statements in a way which clearly defamed Plaintiff.

7 48. None of the statements written, uttered or otherwise conveyed were true and Defendants,
8 and each of them, continued to publish such libelous and slanderous statements even after having been
9 put on notice that the statement were false and untrue.

10 49. Defendants published these false and defamatory statements with constitutional malice
11 in that Defendants knew that the statements were false, or acted with reckless disregard for the truth of
12 the matters asserted.

13 50. Plaintiff is entitled to general damages for her loss of reputation, shame, mortification,
14 hurt feelings, and emotional distress according to proof at time of trial.

15 51. Plaintiff is entitled to special damages for the damage done to her business, trade,
16 profession, or occupation, including amounts of money Plaintiff expended as a result of the Defendants'
17 defamatory statements and assertions. In particular, these false and defamatory statements will make
18 it very difficult, if not impossible, for Plaintiff to obtain customers in the future.

19 52. As a direct and legal consequence of Defendants' wrongful acts, Plaintiff has suffered
20 emotional distress and other damage and has suffered an indelible mark on her reputation in an amount
21 to be proven at trial.

22 53. All Defendants acted with reckless, willful or callous disregard for Plaintiff's rights and
23 with malice, fraud or oppression toward plaintiff, thereby entitling Plaintiff to an award of punitive
24 damages in accordance with proof at trial.

25 FOURTH CAUSE OF ACTION
26 (Violation of PC § 637.2 against PETA and Does 1-20)

27 54. Plaintiff refers to and incorporates by reference herein each and every allegation
28 contained in paragraphs 1 through 53 above.

1 55. The acts and omissions of the Defendants as alleged above constituted a violation of PC
2 § 637.2 in that PETA illegally and secretly recorded Ms. ADAMS without her knowledge, or consent.

3 56. As a direct and proximate result of the Defendants' violation of the PC § 637.2 the statute
4 calls for a civil damage penalty of \$5,000.00 for each wrongfully recorded conversation. Plaintiff is
5 informed and believes that numerous conversations were recorded and seeks \$5,000.00 for each such
6 wrongfully recorded conversation according to proof at trial.

7 57. The acts and omissions of the Defendants were undertaken with fraud, oppression or
8 malice, such as to justify an award of punitive damages in favor of Plaintiff in an amount to be shown
9 according to proof.

10 FIFTH CAUSE OF ACTION
11 (Gross Negligence/Negligence against all Defendants and DOES 1-20)

12 58. Plaintiff refers to and incorporates by reference herein each and every allegation
13 contained in paragraphs 1 through 57 above.

14 59. Defendants owed Plaintiff a duty of care to properly and accurately portray her and her
15 business to the public. Defendants owed Plaintiff a duty of care to investigate and ascertain the truth or
16 falsity of the serious allegations against Plaintiff and to not publish the false and misleading allegations
17 to others on their website and to social and other media.

18 60. Defendants breached the duty owed to Plaintiff by publishing on their website and on
19 social and other media false and defamatory statement of and concerning Plaintiff even after the falsity
20 of the statement was clear to Defendants.

21 61. The conduct of Defendants, and each of them, was the probable and legal cause of
22 damages to Plaintiff.

23 62. As a result of the conduct of Defendants, and each of them, Plaintiff has suffered lost
24 income, severe emotional distress, shame, humiliation, mortification, anxiety and the loss of her good
25 name and reputation in an amount to be proven at time of trial.

26 SIXTH CAUSE OF ACTION
27 (Unfair Business Practices against all Defendants and Does 1-20)

28 63. Plaintiff refers to and incorporates by reference herein each and every allegation

1 contained in paragraphs 1 through 62 above.

2 64. The acts of Defendants as hereinabove alleged, constitute unfair, fraudulent and deceptive
3 business practices under California Business and Professions Code Section § 17200 et.seq, and Plaintiff
4 is therefore entitled to, and hereby seeks, an injunction restraining and enjoining Defendants, its
5 employees, agents or representatives, and any person acting in concert or participating with it, from any
6 further contact with Plaintiff. Stay 100 yards away from Plaintiff and not to threaten, attack, harass or
7 molest or have any further contact with Plaintiff's residence and family.

8 65. As a proximate result of Defendants' unfair business practices, Plaintiff has been deprived
9 of her profits due for sales and other business and Plaintiff is therefore entitled to, and hereby seeks,
10 restoration of all amounts determined to have been wrongfully acquired by Defendants by reason of said
11 unfair business practices which Plaintiff believes exceeds \$1,000,000.00.

12 66. In the acts alleged hereinabove, Defendants have engaged in fraudulent and deceptive
13 business practices and otherwise engaged in the wrongful acts and omissions herein alleged. Defendants
14 acted with oppression, fraud, and malice and accordingly an award of exemplary and punitive damages
15 should be assessed against defendants based upon their relative fault in committing the acts as alleged
16 herein, and made in favor of Plaintiff as an example and deterrent to Defendants and others not to engage
17 in such predatory practices and other wrongful conduct such as alleged in this complaint.

18 SEVENTH CAUSE OF ACTION

19 (Injury to Business Reputation and Dilution against all Defendants and Does 1-20)

20 67. Plaintiff refers to and incorporates by reference herein each and every allegation
21 contained in paragraphs 1 through 66 above.

22 68. By the acts, alleged above, Defendants have created a likelihood of injury to Plaintiff's
23 business reputation and of dilution of Plaintiff's business which is grounds for injunctive relief under
24 the laws of the State of California.

25 69. Plaintiff has suffered injury to its reputation and dilution of the good will associated with
26 its business and such injury and dilution will continue irreparably unless the acts of Defendants are
27 enjoined by this court.

28 70. In the acts alleged hereinabove, Defendants have engaged in fraudulent and deceptive

1 business practices and otherwise engaged in the wrongful acts and omissions herein alleged. Defendants
2 acted with oppression, fraud, and malice and accordingly an award of exemplary and punitive damages
3 should be assessed against defendants based upon their relative fault in committing the acts as alleged
4 herein, and made in favor of Plaintiff as an example and deterrent to Defendants and others not to engage
5 in such predatory practices and other wrongful conduct such as alleged in this complaint.

6 EIGHTH CAUSE OF ACTION

7 (Intentional/Negligent Infliction of Emotional Distress against all Defendants and Does 1-20)

8 71. Plaintiff refers to and incorporates by reference herein each and every allegation
9 contained in paragraphs 1 through 70 above.

10 72. The conduct of Defendants alleged herein above was intentional/negligent and with full
11 knowledge of the irreparable harm to Plaintiff and conducted with deliberate disregard of that probability
12 and with a conscious disregard of the probable consequences.

13 73. The conduct complained of hereinabove was malicious and intentional/negligent and
14 done for the purpose of causing Plaintiff to suffer humiliation, mental anguish, and emotional and
15 physical distress. Defendants' and each of their conduct, in confirming and ratifying the complained of
16 misconduct, was done with the knowledge that Plaintiff's emotional and physical distress would thereby
17 increase, and was done with a wanton and reckless disregard of the consequences to Plaintiff.

18 74. The conduct of Defendants in intentionally/negligently and illegally/secretly recording
19 Plaintiff and publicly placing Plaintiff in a false light and defaming her caused Plaintiff severe emotional
20 distress and physical injury.

21 75. As a proximate result of Defendants' and each of their intentional/negligent infliction of
22 emotional distress as hereinabove alleged, Plaintiff has been harmed in that Plaintiff has suffered
23 humiliation, mental anguish, and emotional and physical distress, and has been injured in mind and
24 health.

25 76. As a result of said distress and consequent harm, Plaintiff has suffered such damages in
26 an amount in accordance with proof at time of trial. Defendants' acts were designed to humiliate and
27 oppress Plaintiff and they had that effect. Thus, Plaintiff is entitled to punitive damages against
28 defendants under California Civil Code §3294.

1 NINTH CAUSE OF ACTION
2 (Accounting against PETA and Does 1-20)

3 77. Plaintiff refers to and incorporates by reference herein each and every allegation
4 contained in paragraphs 1 through 76 above.

5 78. As a matter of law and equity Defendants PETA should disgorge all income wrongfully
6 obtained from placing Plaintiff in a false light. Plaintiff does not know the precise amount on which to
7 base her claim since such amounts and profits can only be determined by complete accounting of all
8 records and receipts in the possession of Defendants. Plaintiff is informed and believes and thereon
9 alleges that the amounts of ill gotten gains from the misconduct of the Defendants is well in excess of
10 \$1,500,000.00.

11 TENTH CAUSE OF ACTION
12 (Accounting against SAMUEL SIMON/SAMSIMON FOUNDATION and Does 1-20)

13 79. Plaintiff refers to and incorporates by reference herein each and every allegation
14 contained in paragraphs 1 through 78 above.

15 80. As a matter o 757-622-PETA (7382) 757-622-0457 (fax) f law and equity Defendants
16 PETA should disgorge all income wrongfully obtained from placing Plaintiff in a false light. Plaintiff
17 does not know the precise amount on which to base her claim since such amounts and profits can only
18 be determined by complete accounting of all records and receipts in the possession of Defendants.
19 Plaintiff is informed and believes and thereon alleges that the amounts of ill gotten gains from the
20 misconduct of the Defendants is well in excess of \$1,500,000.00.

21
22 PRAYER FOR RELIEF

23 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

24 1. For alternative or additional decrees ordering the imposition of resulting and/or constructive
25 trusts, or equitable liens, as the case may be, and an accounting, as against each Defendant, or DOE
26 Defendant (yet to be specifically names) for which such relief is sought.

27 2. For alternative or additional rewards against each Defendant, or DOE Defendant (yet to be
28 specifically names) of general, special, compensatory, incidental, consequential, economic, or punitive

1 damages as applicable to each particular cause of action as has been alleged and as shall be shown
2 according to proof, plus interest at the legal rate, as against those Defendants for which such relief is
3 sought.

4 3. For compensatory, general and punitive damages against each Defendant, or DOE Defendant
5 (yet to be specifically named) plus prejudgment interest under in the amounts to be shown at time of
6 trial.

7 4. For an award of attorneys' fees as allowed by law/contract, as against those Defendants or
8 DOE Defendants (yet to be specifically named) and under those causes of action for which such relief
9 is allowed.

10 5. For costs of suit herein incurred; and other damages as the court deems just & proper.

11
12
13
14 Dated:

10/6/14

By:

CURRAN & CURRAN LAW



MICHAEL D. CURRAN, ESQ./ATP
Attorney for Plaintiff

15
16
17 REQUEST FOR JURY TRIAL
Plaintiff requests trial of all matters hereinabove by Jury.

18
19
20 Dated:

10/6/14

By:

CURRAN & CURRAN LAW



MICHAEL D. CURRAN, ESQ./ATP
Attorney for Plaintiff

EXHIBIT 1

Subject: Draft Purchase Agreement
From: Logan Smith (logan@alexandersmithlaw.com)
To: chinranch@att.net;
Date: Tuesday, July 22, 2014 12:23 PM

Lurlie,

Please find attached a draft copy of the Asset Purchase Agreement we discussed yesterday. I have expressly excluded the real property from the Agreement as we discussed. Also, I have taken your list of assets and included those items on Appendix I along with other items to be sold. There was one place where I could not read the items on your list (before the word "wire").

Please let me know if you have questions or any proposed changes to the agreement. Once we reach agreement, I can come out to your property to finalize the agreement and make arrangements for the Closing and transfer of the animals and business assets. I will be available later this week or early next week.

Sincerely,
Logan Smith

Logan D. Smith
Alexander Smith, Ltd.
16236 San Dieguito Road, #3717
Suite 4-13
Rancho Santa Fe, CA 92067
(858) 444-0480

DISCLAIMER: This e-mail message is intended only for the personal use of the recipient(s) named above. This message may be an attorney-client communication and as such privileged and confidential and/or it may include attorney work product. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

EXHIBIT 1

7/24/2014

PURCHASE AGREEMENT

THIS AGREEMENT is entered into this 1st day of August 2014, by and between the Purchaser, and Lurlie Adams and Jim Adams, individuals d/b/a Valley View Chinchillas, located at 752 Busch Dr., Vista, CA 92081 (collectively, "Sellers").

WHEREAS, Sellers desire to sell to Purchaser, and Purchaser desires to buy, the items related to the business Valley View Chinchillas that are specifically listed on Appendix I, which is attached to and incorporated in this Agreement ("Items"); and

WHEREAS Purchaser is entitled under this Agreement to receive only the Items specifically listed on Appendix I.

NOW, THEREFORE, in consideration of the following mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Purchaser agrees to purchase the Items for the sum of Fifty Thousand Dollars (\$50,750.00) ("Purchase Price"). In exchange, Sellers agree to sell the Items and to forego the future acquisition, custody, or control of any fur-bearing mammals or other wildlife for any commercial purpose, in perpetuity.
2. The Purchase Price shall be delivered in two installments:
 - a. \$25,750.00 in the form of a cashier's check shall be delivered to the Sellers at 752 Busch Dr., Vista, CA 92081 at a walkthrough to be scheduled at a mutually convenient time within 5 business days of execution of this Agreement by all Parties ("Walkthrough"). At the Walkthrough, Purchaser or its designee or designees shall be entitled to take possession of several of the Items, not including live chinchillas; and
 - b. \$25,000.00 in the form of a cashier's check shall be delivered to the Sellers at the Closing.
3. The transfer and sale of the Items shall be completed at a closing ("Closing"), to take place at a mutually agreed upon time and place, but in no event later than 25 days following the execution of this Agreement by the last party to sign. Purchaser will give Sellers at least five days prior notice of the time of Closing. At the Closing, the following shall take place:
 - a. Purchaser shall provide Sellers with a cashier's check in the amount of \$25,000.00;
 - b. Purchaser shall arrange for the remaining Items to be removed from Sellers' property as soon as possible, and by no later than August 31, 2014; and
 - c. Purchaser shall begin transferring all animals from Seller's property at the Closing and shall complete the transfer as quickly as possible. Purchaser shall transport the animals under conditions approved by a licensed veterinarian to ensure the health and

wellbeing of the animals are protected at all times. If Purchaser believes that the conditions for the transportation of the animals cannot ensure the health and well being on the selected date of the Closing, Seller and Purchaser mutually agree to reschedule the transport of the animals and to postpone the Closing to a mutually convenient date and time when the animals can be moved to ensure their health and wellbeing; however, the Closing shall occur no later than August 31, 2014. All of the Items shall be removed no later than August 31, 2014. In the event that Purchaser has failed to remove any of the Items by August 31, 2014, Purchaser shall either pay to Sellers \$1,000.00 or shall inform Sellers that it has forfeited its rights to any remaining Items, which shall then become property of Sellers. Any Items that remain at 752 Busch Dr., Vista, CA 92081 after September 15, 2014, because Purchaser has not removed them after Sellers have provided reasonable access to Purchaser to remove them, shall become property of Sellers.

4. Sellers shall retain ownership and custody of the Items, including all animals, until the Closing, other than specific Items taken by Purchaser at the Walkthrough. At the Walkthrough or within 5 days thereafter, the Purchaser shall provide Sellers with animal feed and plastic material for the bottom of cages that will be sufficient to care for the animals for the month of August, and any remaining amount shall be returned to the Purchaser at the Closing. At all times prior to the Closing, Sellers shall provide the animals with adequate food, shelter, and daily care; if Sellers encounter any veterinary or care issues beyond providing basic food, shelter, and daily care regarding the health of the animals (for instance, one of the animals appears to be sick or injured), during the time period between the execution of this Agreement and the Closing, Sellers shall contact Purchaser's Attorney-in-Fact, and Purchaser, at Purchaser's sole expense, shall provide any and all necessary veterinary or medical care for the animal.
5. At the time of the Closing and at all times thereafter, Sellers shall have no responsibilities in connection with the Items, including having no obligations to feed or otherwise care for the animals and no responsibility for any outcomes regarding the Items. Sellers have not consulted with the Purchaser or provided advice to the Purchaser regarding the Items, and Purchaser has not sought or received any such advice from the Sellers regarding the Items.
6. Any item not specifically listed on Appendix I is not included for sale in this Agreement. This Agreement does not include, and Sellers do not intend to sell, many items that are located on the premises where Valley View Chinchillas is operated, located at 752 Busch Drive, Vista, California. The Sellers, at their sole discretion, have decided which items will be provided to Purchaser, and those items are expressly listed on Appendix I. All other items are excluded.
7. At Closing, Sellers shall deliver the Items free and clear of any liens or encumbrances.
8. Risk of loss shall be F.O.B. Sellers' premises where Purchaser or Purchaser's designees shall take possession of the Items at the Closing.

9. Sellers agree to provide access to permit Purchaser to transfer the Items listed in Appendix I; however, Sellers shall not provide any physical assistance, nor hire anyone to provide such assistance, which shall be the sole responsibility of the Purchaser.
10. Regarding the electronic and intangible Items, Sellers agree to provide all passwords necessary to access computer files, web addresses, and any other files, and agree to provide a list of such known passwords at the time of the Walkthrough.
11. Upon taking possession of the electronic Items, it shall be Purchaser's responsibility to update the webpage to ensure that it accurately reflects that the Ranch is no longer for sale and is no longer owned by Sellers. Upon taking possession of the electronic Items, Purchaser shall become solely responsible for all decisions regarding the website and its contents, such as deciding whether to use the web page, renew its registration, and what contents to include thereon. Sellers have informed Purchasers that the website's registration must be renewed in September 2014, and will become inaccessible if Purchaser does not renew it. Additionally, Purchaser shall not make any claims that Lurlie Adams and/or Jim Adams remain owners of or maintain an affiliation with Valley View Chinchillas in any respect.
12. Sellers represent, warrant, and agree that:
 - a. Sellers own the Items listed in Appendix I free and clear of any liens or encumbrances or restrictions of any kind;
 - b. Sellers have no liabilities as to the Items which are to be transferred under this Agreement;
 - c. Sellers have the legal right and authority to irrevocably transfer all right, title and interest in the Items pursuant to this Agreement without the consent of any third party; and
 - d. In the event that a third party asserts a claim of any kind in any Items which is claimed to preexist this Agreement, Sellers agree to indemnify and hold harmless Purchaser, and, as applicable, its officers, directors, employees, agents, affiliates, and assignees, from any and all claims and costs, including reasonable attorney's fees, arising out of any such claims.
13. The representations and warranties in this Agreement will survive the Closing.
14. In partial consideration for Purchaser's payment of the Purchase Price, Sellers and any other entities in which they hold any interest, agree not to acquire, take custody of, or have control of any fur-bearing mammals or other wildlife for commercial purposes, including without limitation as part of or in connection with any existing or subsequently created entity or group. Sellers may acquire, take custody or have control of non-wild domesticated animals solely for Sellers' personal enjoyment. A breach of this provision will cause substantial, material and irreparable harm and damage to Purchaser, and in a monetary amount which may be impossible to ascertain. Time will be of the essence to remedy any breach of this provision. Therefore, Purchaser shall be entitled to a temporary and/or permanent injunction

enjoining any breach of this provision by Sellers or their associates, affiliates, partners or agents, either directly or indirectly, and such injunctive right shall be cumulative and in addition to whatever other rights or remedies Purchaser may possess hereunder, at law or in equity. In the event preliminary, temporary or permanent relief is obtained, Sellers agree, acknowledge, and accept that a \$200 bond is sufficient and adequate to provide security to them for any potential harm that may result. Sellers further acknowledge and agree that the requirements and protections set forth in this section are reasonable and necessary to protect Purchaser's interests.

15. No Liability. Purchaser does not assume, and shall not be deemed by virtue of this Agreement or any other action or inaction to assume, and Sellers shall remain liable for, any debts of Sellers, liabilities of Sellers, or obligations of Sellers, direct or indirect, absolute or contingent, known or unknown, matured or otherwise, whether currently existing or hereinafter created.
16. If the Closing is not completed due to a default by a party, the non-defaulting party shall be entitled to enforce its legal rights and remedies, including specific performance of this Agreement.
17. The Sellers, on behalf of themselves and their respective agents and representatives, agree not to disclose or publicize the Purchase Price, unless such disclosure is: (i) required by law; or (ii) necessary in any legal proceeding.
18. This Agreement represents the entire agreement and understanding of the parties concerning the sale and purchase of the Items and supersedes any and all prior negotiations, agreements, and understandings. This Agreement may not be modified in any manner other than by written agreement signed by the party against whom the enforcement of the modification is sought. Purchaser shall have the right to assign this Agreement to its designee without Sellers' consent.
19. The individuals signing below for the respective parties represent and warrant that each is duly authorized to sign on behalf of and bind the party to the terms of this Agreement.
20. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and affect, and to this end, the provisions of this Agreement are declared to be severable.
21. Each of the parties has consulted with or has had the opportunity to consult with its own legal counsel regarding this Agreement. None of the parties has been coerced or induced to enter into this Agreement by any improper action of any other party.
22. This Agreement will be interpreted according to the laws of the State of California, and judicial proceeding to enforce or interpret the terms hereof shall be brought in the state or federal courts for the State of California, and the parties agree to be subject to the personal and sole and exclusive subject matter jurisdiction of such courts. The prevailing party in any such

proceeding shall be entitled to recovery of its reasonable attorneys' fees in addition to any other relief ordered by the court.

23. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute but one and the same instrument. Facsimile signatures shall be binding on all parties and have the same effect as original signatures.

IN WITNESS THEREOF, each undersigned party has caused this Agreement to be executed on its behalf as of the date indicated.

PURCHASER

Logan D. Smith
Name: Logan D. Smith, Esq., Attorney in Fact for Purchaser

Date: August 1, 2014

SELLERS:

Lurlie Adams
Lurlie Adams, Owner of Valley View Ranch

Date: August 1, 2014

Jim Adams
Jim Adams, Owner of Valley View Ranch

Date: August 1, 2014

Appendix I: List of Items For Sale

Sellers are selling only the specific items identified below, in an "as is" condition, which relate to the business known as Valley View Chinchillas. Any item not listed below is not intended to be sold by Sellers and remains Sellers' property.

1. Animals owned by Valley View Chinchillas, including:
 - a. 356 Breeders; and
 - b. 69 Growers.

Please note that the four chinchillas (named Loverboy, Lazarus, and two owned by Mark Lester, named Kate and Chip), each of whom shall be kept as pets, and the five chinchillas owned by third-parties, who will be returned to their owners by the Closing, are not included in this Agreement and shall remain in Sellers' possession.

2. The following equipment or items owned by Valley View Chinchillas:
 - a. 1 large drill press;
 - b. 1 large cutter bender brake;
 - c. 2 grinders;
 - d. 1 220 welder (as is – needs repair);
 - e. 1 zapper;
 - f. 1 large table;
 - g. 1 squirrel saw;
 - h. 1 evaporator cooler;
 - i. 1 freezer;
 - j. 1 large scale;
 - k. 1 small scale;
 - l. 480 breeding cages;
 - m. 1 grading table with light;
 - n. 1 pelting table with light;
 - o. 1 generator (located in the barn);
 - p. 1 large air compressor;
 - q. 1 hay cube bin;
 - r. wire, metal, shavings, and feed;
 - s. 1 computer, including all contents thereon;
 - t. 1 printer; and
 - u. Items such as business inventory, supplies, pelts, or pelting equipment, and other items used in the business for the feed, care, maintenance, or disposition of animals, that Sellers have identified and offered for sale.
3. Data and records relating to the operations of the business known as Valley View Chinchillas, including customer lists, supplier lists, client and customer lists, client information, financial and accounting records, business files, creative

materials, advertising and promotional materials, correspondence, and other similar documents relating to the business known as Valley View Chinchillas; and

4. Going concern value, rights to the Valley View Chinchillas Ranch name, goodwill, telephone numbers, e-mail addresses, internet protocol addresses, trade names, trade marks, service marks, intellectual property assets, domain name registrations, web sites and related content, images, and designs, copyrights, and material subject to non-copyright protections, relating to the operations of the business known as Valley View Chinchillas.

EXHIBIT 2



HOME



PETA Rescues 420 Chinchillas From California Breeding, Fur Farm

After learning that a chinchilla breeder was planning on electrocuting hundreds of animals if she couldn't sell her business, PETA—with the help of patron Sam Simon—stepped in to save every single animal.

[VIDEO](#)

[BEFORE PHOTOS](#)

[AFTER PHOTOS](#)

[PLEDGE](#)

[DONATE](#)

EXHIBIT [^]2

Virtually barren steel cages, isolation, lack of veterinary care, and painful medical procedures—including limb amputations performed without anesthesia, were the reality for hundreds of chinchillas at Valley View Chinchilla Ranch. More than 400 chinchillas—who were slated for slaughter so that their fur could be turned into hats, scarves, coats, and blankets—have been rescued and will soon be put up for adoption at the San Diego Humane Society and SPCA.



In 2014, a PETA investigator visited Valley View Chinchilla Ranch, a California-based breeding and fur farm. The facility masqueraded as a breeder of “pets,” despite slaughtering, skinning, and selling the pelts of any chinchillas who supposedly did not “work out” as companions, even going as far as to hide its involvement in the fur industry from the public.

Chinchillas are social animals who naturally live in herds of up to 100 animals and who enjoy burrowing, climbing, and playing. At Valley View, they were locked in tiny steel cages—often in solitary confinement—with little enrichment, space, or accommodation for their natural behaviors.

Virtually barren steel cages, isolation, lack of veterinary care, and painful medical procedures—including limb amputations performed without anesthesia, were the reality for hundreds of chinchillas at Valley View Chinchilla Ranch. More than 400 chinchillas—who were slated for slaughter so that their fur could be turned into hats, scarves, coats, and blankets—have been rescued and will soon be put up for adoption at the San Diego Humane Society and SPCA.

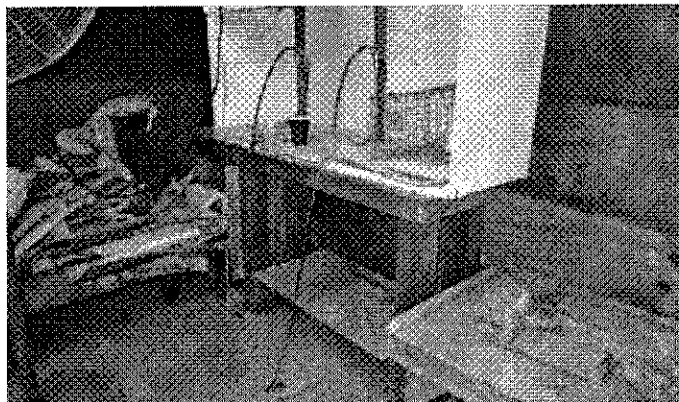
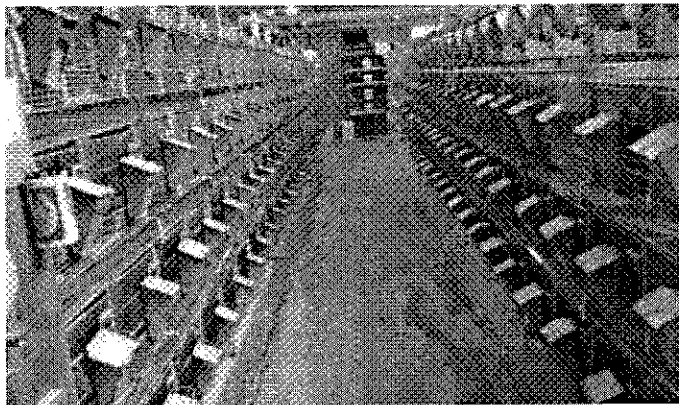
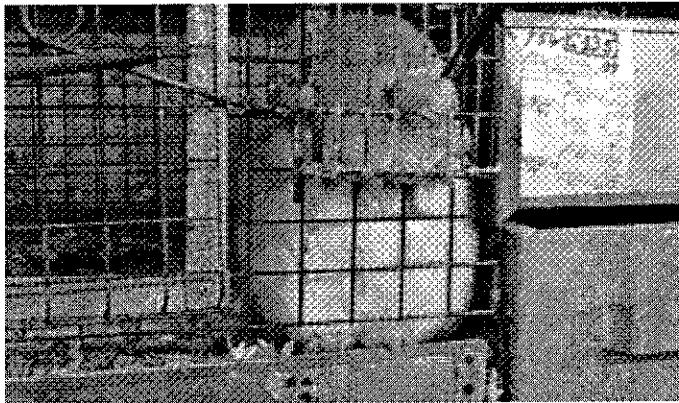


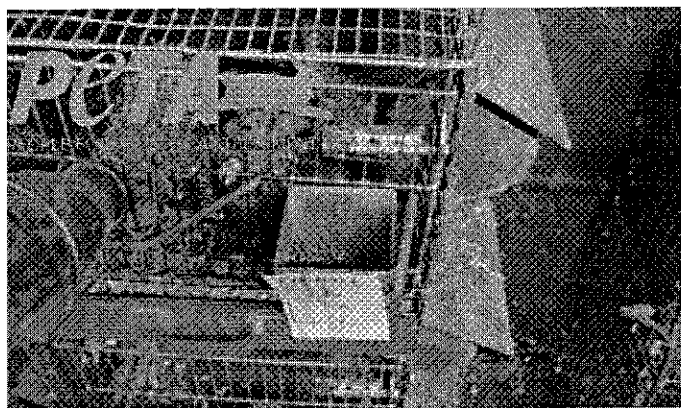
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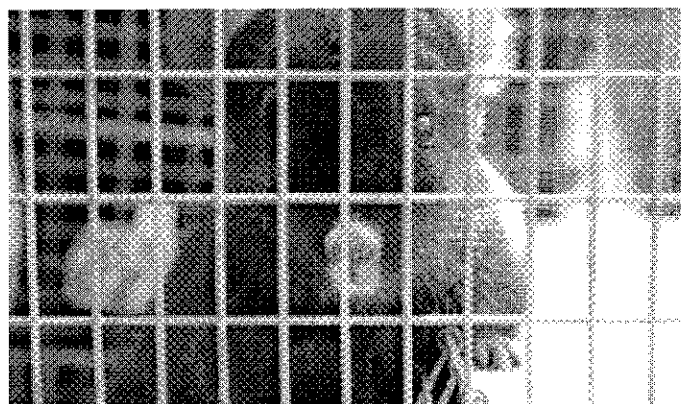
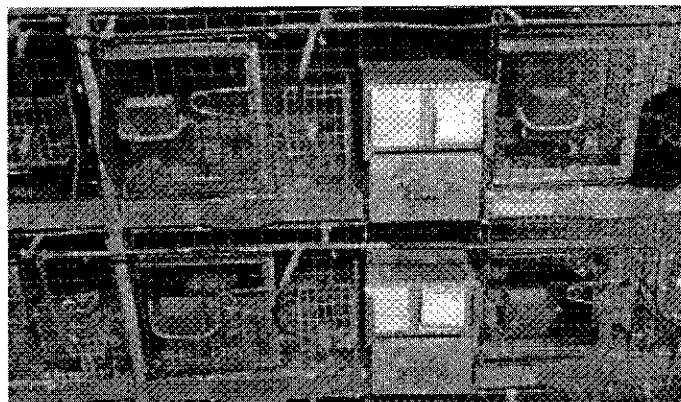


HOME





HOME



Viewed as commodities, the chinchillas were denied veterinary care, even for emergencies. The owner admitted to amputating limbs with **“wire snips,”** splinting broken bones, and using **“six drops of brandy”** as an anesthetic. She also admitted that it didn’t matter to her if chinchillas died, stating, “I usually have so many animals that if I lose one, it’s not a catastrophe.”

As if these conditions weren’t horrifying enough, the owner planned to slaughter and skin all the remaining chinchillas for their fur if the business didn’t sell. As on many fur farms, a crude, archaic slaughtering method known as “toe-to-ear” electrocution was being used. Toe-to-ear electrocution immobilizes animals but leaves them fully conscious as they experience all the pain of a full-blown heart attack.





HOME



Rescued

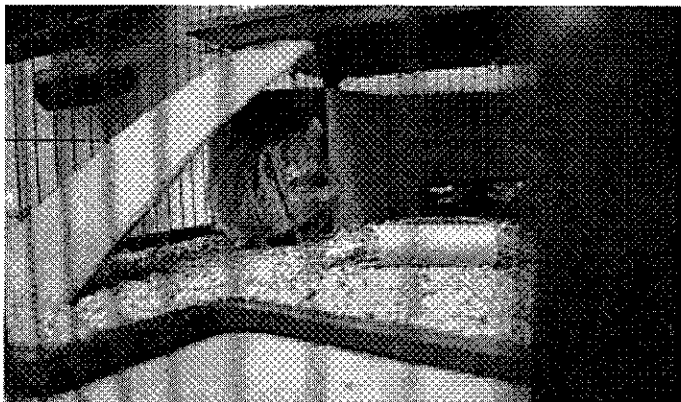
With funding from *Simpsons* co-creator **Sam Simon**, PETA was able to close down this facility—previously one of the largest chinchilla breeding and fur farms in California—*for good*. In addition to the more than 400 chinchillas, PETA removed an archaic electrocution device, pelting equipment, and hundreds of tiny steel cages, ensuring that this factory farm will never again breed, sell, or slaughter chinchillas for their fur.

The rescued chinchillas have been transported to the San Diego Humane Society and SPCA, where they will finally have the opportunity to experience companionship and be given veterinary care, proper shelter, and room to run, climb, play, and burrow. The animals will be available for adoption soon.





HOME



Pledge Never to Wear Fur



PETA Prime (<http://prime.peta.org>)

MORE



PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS
([HTTP://WWW.PETA.ORG](http://www.peta.org))

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Media Invitation: Meet Photogenic Chinchillas, Just Arrived From First-Ever Fur-Farm Rescue, Now up for Adoption

For Immediate Release:

August 22, 2014

Contact:

Katie MacDonald 202-483-7382

Norfolk, Va. — PETA, whose motto includes “animals are not ours to wear,” has just closed one of the largest chinchilla breeding and fur farms in California: Valley View Chinchilla Ranch, which described itself as a breeder of “pets”—despite electrocuting and skinning chinchillas who didn't sell or “work out” as companions and then selling the pelts so that they could be made into bedspreads, coats, and scarves.

After spending long hours removing more than 400 chinchillas from their barren steel isolation cages, which were crushed for scrap to prevent their reuse, and helping set the chinchillas up in their temporary new home at the San Diego Humane Society and SPCA, PETA employees traveled back to PETA's Norfolk headquarters with a pair of chinchillas. We'd like to invite you to meet the chinchillas before they find their new home:

When: August 25 at noon

Where: PETA's Sam Simon Center, 501 Front St., Norfolk

“PETA stepped in to save these fascinating animals from being painfully electrocuted and to make sure that no coats or blankets would be made from their fur,” says Sam Simon, the *Simpsons* co-creator who was on hand for the rescue and after whom PETA's headquarters is named. “PETA encourages everyone to help animals like these little individuals by never buying or wearing any animal skins.”

Video footage (<http://investigations.peta.org/chinchilla-farm-rescue/>) of Valley View, now available at PETA.org, shows that the farm used a toe-to-ear electrocution slaughtering method, deemed “unacceptable” by the American Veterinary Medical Association, that causes animals to experience all the pain of a full-blown heart attack before dying. The owners never provided chinchillas with veterinary care, and the highly social animals—who live in herds of up to 100 and enjoy burrowing and climbing—were locked in filthy, virtually barren cages and often in solitary confinement. The chinchillas will now be adopted out in pairs and groups to guardians who will be taught proper chinchilla care.

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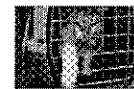
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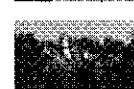
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August 28, 2014

Dear Angelina and Brad,

Our very best wishes for your marriage from all of us here at PETA!


We've long admired the far-reaching impact of your many and diverse charitable acts as well as your deep commitment to preserving the environment. As the world's largest animal rights organization, we're especially moved by your compassion for animals: the dogs you've rescued, your decisions never to wear fur, and your generous donation to a Namibian wildlife sanctuary, to name just a few of the ways that you've helped animals.

Last week, PETA, along with *The Simpsons* co-creator, Sam Simon, closed down one of the largest chinchilla farms in California, taking more than 400 chinchillas out of a life of intense confinement and sparing them electrocution. In honor of your wedding, we've named two of the chinchillas after you. [Here](#) are two photos of Brad and Angie, who are now safe and comfortable. (We hope it pleases you to know that many of our staff members consider Brad and Angie to be almost as impossibly good-looking as their namesakes—*almost*.)

You can read more about this historic animal rescue and see "before" and "after" photos of the lucky chinchillas [here](#).

We wish you both a long and happy life together.

Kind regards,



Ingrid Newkirk
PETA

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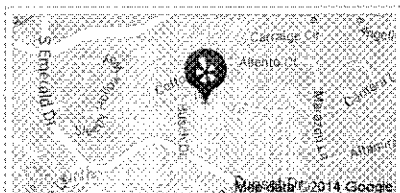


Adams Valley View Chinchilla Ranch

20 reviews

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Ossie B.
San Diego, CA
5 friends
26 reviews

★★★★★ 4/21/2014

Got chinchillas in August 2013, great place with knowledgeable owner and manager. Just heard they closed shop as of April 1, 2014!! Need an update of situation....



I S.
San Diego, CA
0 friends
13 reviews

★★★★★ 8/22/2014

What a horrible thing PETA and the San Diego Union have done to this wonderful loving older couple who ran this farm for so long. Our kids wanted chinchillas years ago and we went there to buy them. We ended up spending hours there learning about the animals and talking to the owners about them. They played with the animals and had them on their shoulders. They would not let us buy any chinchillas until we convinced them we would provide a loving home and knew all the ins and outs of their care comfort and training. The ones we picked were too young so we reserved them and picked them up a few weeks later.

Over the years we visited several other times to learn more and to buy another animal and the incredible cages and exercise wheels etc they hand make there. They always made unlimited time for us and our children and obviously loved the animals.

The allegations in the newspaper article are slanderous and quite evil to this wonderful couple. SHAME ON PETA AND SAN DIEGO UNION TRIBUNE. I would cancel my subscription to that rag, but did that years ago.

Edit business info

Hours

Brian L.
First to review

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Squiggly & Friends Chinchilla Rescue
★★★★★ 4 reviews

ChinWorld
★★★★★ 1 review

Country Feed Store
★★★★★ 17 reviews

People Viewed This After Searching For...

Feed Store Vista



All I can say is that nothing in the article is true according to our visits and interactions with this farm and its owners. I am filled with pity for them being treated this way. And I have been a PETA supporter for decades. Never again!



Tesiah F.
Solana Beach, CA
2 friends
6 reviews

☆☆☆☆ 8/14/2013

The people who own this place seriously love chinchillas. This summer, I was having a baby and we needed to re-home our chinnie. I was totally heartbroken (of course, I WAS nine months pregnant) and delayed and delayed as long as I could.

I didn't want to sell him on Craigslist because I wasn't confident that some random person would know how to take care of chinchillas or be a good home for him. I finally found this little ranch in Vista, thought it looked pretty ideal, and gave them a call. The man who owns it with his wife picked up and talked to me. He was awesome. No rush to get off the phone, he let me ask as many questions as I wanted (would they adopt my chinchilla, would he be bred, would he be killed for fur, etc.). He sounded like he just adores the animals and explained their whole farm to me.

I felt much more at peace about sending our little buddy here. When the day finally came to bring him there, I was a mess (again, even closer to birth, super hormonal). I cried the whole drive and was all shaky and tear-stained when we got there. The man came out to greet us and helped us wheel the cage inside. I'm sure he was thinking "what in the world is wrong with this crazy pregnant woman?" Instead of rushing me or making me feel silly, he offered to give me a tour and see all the other chinchillas.

He gave us a walk-through tour, showed us the mating section vs. the visiting pets' section vs. the rescues. He even stopped to show us his favorites, and he'd reach in every few cages, pull out a tiny, fluffy baby chinchilla, and just let us hold them. He totally knew how to console someone who was dropping off their pet.

I felt much better by the end, and I know if they re-home him, they'll do a really good job screening and making sure the family knows how to take care of the animal.

He also told us that if someone's chinchilla has a medical problem, they'll vet the animal for free (set broken legs, do amputations if needed, etc.). I couldn't believe how much they totally love the chinnies.



Amy S.
Tustin, CA
96 friends
23 reviews

☆☆☆☆ 6/29/2011

1 check-in

Valley View is an excellent place to get a pet chinchilla. I just got my first chinchilla ever and I love her to death. I did not get the name of the guy who spent two hours with my husband and I but he was full of knowledge and I felt completely prepared on becoming a new chinchilla mom.

The place is packed with at least a thousand chinchillas. They are taken care of but I do admit I wished they did have bigger cages and it is a bit disappointing to see metal rings around the female chinchillas. The guy explained they have one male chinchilla for every eight females. The females have a collar so they cannot go into the other female cages but the male has access to all the chinchilla females in his group. I understand what he was saying but I still felt bad for the little things.

They have pretty much every chinchilla color available except for the white, mosaic and the ultra violet. Which

were the three that I originally wanted so again, a little down from that but I still was set on getting my chinchilla that day.

After the tour of the farm he took us over to the available chinchilla area and there were about 50 different chinchillas to choose from. The employee explained that you do not choose the chinchilla but the chinchilla chooses you. I thought it sounded a little crazy but I had a chance to hold a few chinchillas. They were cute and all but I just didn't feel any connection at all with them until I spotted a beige three month old chinchilla awake in one of the cages. I asked the employee if I could see her and he placed her in my hands and did not move. She was very calm and allowed me to pet her and hold her. I was set on getting this chinchilla. She was perfect. Sweet and lovable which was exactly what I wanted.

I told the employee that she was the one I wanted and he took me over to show me what a good starter kit would be for a new chinchilla owner. The supplies are VERY reasonable. It is great quality, home based business and plenty of supply. They also do shipping so I do advice even tho you may not be close enough to drive order from them over the phone. I can't imagine even giving my new little girl anything other than what they have at the farm. We got the bedding, food, protein, timothy treats) and treats. I was really looking forward to getting the apple ring treats since my husband and I work for Apple and our chinchilla's name would be megabyte so it felt appropriate. Unfortunately, they did not have the treats we wanted but they did have these banana chips that were suppose to be just as good.

At the very beginning of the conversation I told the employee whichever chinchilla I get that day would be totally spoiled. I think he didn't realize how much I wanted to spoil her. I already looked at their website and had a list of toys, cage etc of what I wanted from the farm.

The person who builds the cages just left their company so they are not able to make cages until they find another person. I was disappointed since I saw the online website showing a two tier condo cage and the only cage that was available was a basic standard cage. The employee reassured me that in a month they should be ready able to be on top of producing cages & toys. They promised me that if I bring in the cage they can build it up and I would only pay the difference. We live in orange county and vista is little over an hour away so it makes it a little inconvenient but I really did like the cage set up and also helping the small business owner.

The only toy like thing that had available were the little hammock that were a little pricey being \$13.00 but it was made with safe material so the chinchilla can consume it.

After ringing everything up my husband handed his credit card and paid for everything which came out around \$250.00. The chinchilla alone was 149.00 w/tax and it's a great deal since a standard grey chinchilla at a pet store is around \$150.00. A beige chinchilla is a pretty unique color and I really am happy with the chinchilla I chose.

The two owners came over and hugged us both goodbye and gave us our chinchilla's history of her birthday, parents etc. They keep that file on record so we can always ask them for that information. We then packed everything up and headed home.

I can honestly say hands down I can't imagine a better place to get a chinchilla in southern california. I have been looking for about a year to find the perfect one and I seriously feel that I have found exactly what I wanted.

Megabyte loves to have her ears and chin rubbed and cuddles in my arms when she wants to nap. She gets along

with our puppy Gigabyte (yorkie) pretty well. They are still getting to know each other but I can hold them both in my arms while they nap and it is working out great. I had a few reasons of why I gave the place 4 stars over 5 but I still highly recommend this place for a chinchilla purchase or any chinchilla supplies you need.



Grace C.
Sunnyvale, CA
Elite '14
244 friends
299 reviews

6/4/2009

I make the long drive up to this place to buy all my chinchilla supplies. The owners are really friendly people. If your chinchilla is having any health problems you can call Lurie and she always knows what to do.

They pretty much have everything you need, in BULK, with fair prices. I usually get a huge bag of timothy hay and a 25 lb bag of their feed. It's not as convenient as petsmart, but you save \$, make less trips, and the feed is a lot healthier. Chinchilla stomachs are delicate and these days I'm seeing way too much sunflower seeds & raisins in the feed at local pet stores.

I'm always a little bit sad when I go there though, it smells pretty bad and the chinchillas living there have these metal rings around their necks and live in cramped quarters.

In summary, If you are looking for a chinchilla or long-term supplies, this is the place with the most selection and best prices. In addition, its about 20 minutes from Carlsbad outlets, so if you have a long drive at least you can hit up those afterward!



June P.
Bakersfield, CA
94 friends
343 reviews

6/14/2011

1 check-in

Awesome chinchilla farm! The little old lady was the sweetest person - I believe her name was Lurie and she had all kinds of useful info about Chinchilla --- she even took out the newborns for my husband to carry.

When we first arrived at the location we didn't know if we should just drive in or turn around and go home, but then Lurie came out and took us into the Chinchilla Farm. Now I believe they have atleast ahundred or so and plenty of babies you can pick... I always thought the Chinchilla at Petco were babies but I guess not because they had some small ones for sale.

If you're looking into buying a Chinchilla I highly recommend this place because you have options in color, sex, personality, age and very helpful tips you can learn from the workers. The owner also said if you buy their chins, she will gladly buy the pups off you when they are born.

Open Mon-Sat 9-5



Alita M.
San Francisco, CA
194 friends
436 reviews

9/16/2008

Listed in Got a car in San Diego?

Finding a chinchilla breeder in San Francisco is quite a challenge, so after a ton of internet research, I stumbled across this wonderful, local breeder near my parents house in San Diego. Two weeks ago I stopped by to check out their location and quality of breeding.

The location is a bit misleading as it's a private home ranch location- don't be afraid to walk into the back "barn" and through the main cage design area as they can't hear anyone knock. I walked in to wall-to-wall cages full of

chinchillas. While they do have 1,000-1,200 chinchillas on hand at all times, only a hundred or less are available to adopt. This is because they need to retain several for breeding quality or they are already purchased and waiting to be taken home. Regardless, these people really know their stuff!

Brian, one of the younger employees at this facility who handles most of the chinchillas, showed me, my best friend and my mother around for about two hours. He thoroughly answered any questions we had about the breeding process for color generation, geneology and how frequently babies came about.

Unfortunately, my number one pick was the most popular - the white mosaic (primarily white body with cute grey fluff around the ears and tail). At the time they had one available to adopt that day, but as I was flying Virgin, I was unable to take her home. When we inquired about when the next batch would be born, Brian was nice enough to let us know he had three being weened that would be ready at the end of September. Of the three, I fell in love with one of the females and put a name hold on her until I could afford to buy her this week.

Brian also discussed cages, which I had the chance to also speak with Michael (who custom designs them) on the phone. The quality of the cages are awesome and its nice that you can pick and choose exactly what size and what amenities to provide your chinchilla. They also offer cute toys, such as chinchilla hammocks!

If you are interested in owning a chinchilla, this is the place to get them. There prices are really quite fair, even with the recent price increase they implemented last week. A white mosaic can easily run \$500-\$600 anywhere else as the demand is so high and they charge just under \$200. Other breeds and colors vary based on color popularity and demand. They can ship, but beware: as these are exotics, the freight cost is approximately \$250-350 and doesn't include the legal veterinary paperwork. I'm opting to drive down myself and pick up my baby girl instead, but they are very capable of making sure your chin is safe and healthy no matter how you receive your fluff ball.



Brian L.
Baldwin Park, CA
67 friends
44 reviews

★★★★★ 1/15/2007

First to Review

I bought my first 2 chinchillas from this chinchilla farm that has been around for more than 30 years. The chinchillas and supplies are cheaper and fresher than any franchise pet store. All chinchillas go through a health check before selling to the customer to ensure a healthy pet. The location is a bit difficult to find but once you find it, it's hard not to leave with a chinchilla. The owners are friendly and will take care of your chinchillas if you go on vacation for a low price. They can tell you what's wrong with the chinchilla by telling them your pet's symptoms. Anybody who considers owning a chinchilla as a pet in the Southern California area should definitely go to Valley View.



Ying Z.
San Marcos, CA
1 friend
2 reviews

★★★★★ 10/12/2013

I love this place. For sure, I will go to this lovely place forever. They are really love chinchilla. I got my first chinchilla boy at petsmart, and they don't even know how old he is. :(I help my little cousin got his chinchilla baby here yesterday, they know everything about this chinchilla baby. I really recommend this place, they know everything about chinchilla and the most important is they know what is a good way to love your chinchilla. Please go to this

place. don't go to pet store because they know nothing about chinchilla.



Lisa Mai K.
San Diego, CA
0 friends
22 reviews

1/21/2011

As other reviewers have mentioned, ask for directions and do not follow an internet map as it will get you close, but no cigar.

I got my little guy here about three years ago and he's in great health, enjoying the custom cage with amenities, quality food, and a variety of treats offered by the Valley View Chinchilla Ranch.

This ranch is quite a distance from my home, and I admit that I have on occasion gone to local pet stores for food when I've ran out. The distance is no excuse, and I expect better from myself in the future. That pet store junk is the chinchilla nutritional equivalent of McDonald's (and VERY pricey)! A great benefit of visiting the Ranch is that their quality items are considerably less expensive than other stores.

The owners are super sweet and will talk to you about chinchillas for as long as you'd like. They give great advice and are genuinely concerned that your chin is happy and healthy.

Aside from the distant location, the only other thing I don't care for about the Ranch is the outrageously big dog they have hanging around. To be fair, this one seems gentle enough, but I'm very allergic to dogs so I have to jet out of there as soon as I've got what I need.

This place gets five stars from me and my chin :)



Kathie R.
Murrieta, CA
0 friends
16 reviews

5/7/2011

Directions: Don't use GMaps, etc. as they steer you wrong. Go South on Emerald up the hill till you see Busch drive on the left- and their sign. They are the last house on the right, don't hesitate to go up the driveway to the back.

We just intended to look today, but the people here were so helpful in educating us about their care, we bought a chinchilla today rather than make a return trip. These are really special people running the place. The cages look really nice (we already had one) and the prices are much better than at the pet store. The advice they give you is invaluable and they emphasize you can call them any time with questions. Outstanding.



Robert M.
Oceanside, CA
3 friends
10 reviews

4/23/2013

My son has saved his money for a chinchilla. We just went and bought all the necessary supplies. Of course as soon as he had the \$69 for the standard male, he got so excited. We called to make sure they had one of the standard males available before we left the house, and were told that they sure did. When we get out there, they did not. Nor would they even have one for another month. What a waste of time, not to mention my son just spent \$90 on a cage and supplies only to have it sit there until he saves more money or finds another place to get a chinchilla from. Very disappointing.



Shaheen N.
Los Angeles, CA
0 friends

11/13/2012

10 reviews

I got a sweet little chin from here in 2009. It's obvious the chinchillas are cared for and I think it's better you get them from here than a pet shop.



Sergio O.
Oceanside, CA
36 friends
14 reviews

★★★★★ 7/2/2013

I take my animals here every time we leave town. They treat our animals great and I highly recommend them.



Me ..
San Diego, CA
7 friends
28 reviews

★★★★★ 6/5/2013

I love this place.



Ana R.
San Diego, CA
1 friend
7 reviews

★★★★★ 12/5/2013

I'm so glad I made the drive!! My daughter wanted a chinchilla for her birthday and I was a little weary of buying one from a Petsmart or Petco simply because I wanted her to have her pick and not choose one d/t lack of options but I also wanted someone who know as much as possible about chinchillas and could teach us how to provide the best care and home for our new addition. After the reading the reviews about Adams Valley View I knew this would be a positive experience for the two of us and I was right.

The gentleman took his time with us, had lots of useful information and ensured we had everything we needed to provide our chin the best life possible. My only disappointment was to hear that they will be closing for good in April. I was hoping to make this place our go to spot for all our new baby needs but I plan to visit them one last time before then to stock up on supplies and see who/where they recommend we go to once they close their doors.



Beth L.
Ladera Ranch, CA
89 friends
71 reviews

★★★★★ 10/4/2011

I got my Chinchilla from this farm years ago when there were no houses around it. My Chupalupa is no longer with us but he was the awesomeness pet ever! He had the best temperament and personality. I miss him.



Nick C.
San Diego, CA
0 friends
38 reviews

★★★★★ 9/24/2013

1 check-in

First off, this place is a little out of the way, but if you are really thinking about getting a chinchilla GO HERE. They are way more knowledgable and have so much more info than at pet stores. We got our first chinchilla from petsmart and we wish we had gotten both from Adams Valley.

Parking is weird, but just stop immediately once you come in and park along with brick wall. Walk all the way to the end house and enter through the door. The older gentleman who will help you is a bit of a character but he knows a great deal. Once you pick out your chin, make sure to buy the food and other supplies they have there, its a great deal. They are a bit over the hill but will give you great insight into chins.



Judy S.
Oceanside, CA
Elite '14
81 friends
485 reviews

11/20/2012

1 check-in ROTD 5/22/2013

we love our chinchillas & our chinchilla lady Lurlie! we get all of our supplies from here, please don't got to Petco or Petsmart for your chinchilla needs.. they are not good! in fact, once I couldn't make it the the ranch & had to get some food from Petco because our chinchillas were out of food and they wouldn't even eat it! And we go to Lurlie when they're sick too because the vets are pretty much clueless when it comes to our babies... they consider them 'exotic' & charge you an arm & a leg to tell you they're not sure what they can do for them :/ anyway, if you are looking to get a chinchilla, this is the place to get yours!



Michelle M.
Laguna Niguel, CA
10 friends
3 reviews

7/2/2012

This chinchilla farm is the absolute best. They really teach you and help you every step of the way. Pricing is so low! They are the most caring people you'll ever meet.

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4 other reviews that are not currently recommended

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