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7 *Wag Hotels, Inc.*

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 Alison Wisdom, Jeffrey Wisdom, and
11 Michelle Shelton, individually and on behalf
of others similarly situated,

12 Plaintiffs,

13 v.

14 Wag Hotels, Inc.,

15 Defendant.
16

Case No. 3:24-cv-01162

**DEFENDANT WAG HOTELS, INC.'S
NOTICE OF REMOVAL**

Removed from San Mateo Superior Court on
February 26, 2024

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1 **TO THE COURT, CLERK, PLAINTIFFS, AND COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that Defendant Wag Hotels, Inc. (“Wag”), through
3 undersigned counsel, hereby removes the above-captioned action—with reservation of all defenses
4 and rights—from the Superior Court of the State of California for the County of San Mateo to the
5 United States District Court for the Northern District of California, pursuant to the Class Action
6 Fairness Act (“CAFA”). *See* 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453.

7 **I. PROCEDURAL AND FACTUAL BACKGROUND**

8 1. On or about January 3, 2024, Plaintiffs Alison Wisdom, Jeffrey Wisdom, and
9 Michelle Shelton (“Plaintiffs”) filed a Class Action Complaint in the Superior Court of San Mateo
10 County, captioned *Alison Wisdom et al. v. Wag Hotels, Inc.*, Case No. 24-CIV-00040. A copy of
11 the Complaint is attached hereto as **Exhibit A**.

12 2. Wag was served the Complaint and Summons via substituted service on
13 January 28, 2024. California permits a party to serve a summons via “substituted service” by
14 leaving a copy of the summons and complaint during usual office hours in a party’s office with
15 the person who is apparently in charge, and thereafter mailing a copy of the summons and
16 complaint to the person to be served at the place where a copy of the summons and complaint were
17 left. *See* Cal. Civ. Proc. Code § 415.20(a). Service of a summons by substituted service is deemed
18 complete on the tenth day after mailing. On January 17, 2024, Plaintiffs purportedly left a copy
19 of the Complaint, Summons, and other court documents with Wag’s Operations Manager,
20 Annalise O., at 1759 Enterprise Blvd., West Sacramento, CA 95691. On January 18, 2024,
21 Plaintiffs then purported to mail a copy of the Complaint, Summons, and other court documents
22 to Wag’s designated California agent for service, Brian Miller, at 1759 Enterprise Blvd., West
23 Sacramento, CA 95691. As a result, service was deemed completed on January 28, 2024.

24 3. The Complaint asserts claims against Wag for negligence and violations of the
25 California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; the California False
26 Advertising Law, Cal. Bus. & Prof. Code § 17500, *et seq.*; and the California Consumers Legal
27 Remedies Act, Cal. Civ. Code § 1750, *et seq.* *See* Ex. A. (“Compl.”) ¶¶ 87–131.

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1 4. Plaintiffs’ claims arise out of allegations that Wag, which operates pet boarding
2 facilities, failed to comply with state and local regulations for pet boarding facilities and
3 misrepresented the quality of the services that it offers.

4 5. Plaintiffs purport to bring this action on behalf of themselves and a proposed class
5 of “[a]ll persons who used Wag’s services within the State of California within the last four years.”
6 *Id.* ¶ 79.

7 6. Plaintiffs claim that they are entitled to compensatory and punitive damages as a
8 result of Wag’s alleged conduct. *Id.* Prayer for Relief. In addition, Plaintiffs seek declaratory and
9 injunctive relief, as well as restitution. *Id.* Plaintiffs also allege that they intend to amend their
10 complaint to seek monetary damages under the California Legal Remedies Act. *See id.* ¶ 130.

11 **II. THIS COURT HAS JURISDICTION PURSUANT TO CAFA.**

12 7. This case is removable, and this Court has jurisdiction over this action pursuant to
13 CAFA and 28 U.S.C. §§ 1441 and 1453 because: (a) this case is a putative class action with more
14 than 100 members in the proposed class; (b) there is minimal diversity, since at least one member
15 of the proposed class has citizenship diverse from Wag; and (c) the Complaint places in
16 controversy an amount that exceeds \$5 million in the aggregate, considering all damages and
17 equitable relief sought on behalf of Plaintiffs and the proposed class, exclusive of interest and
18 costs. *See* 28 U.S.C. §§ 1332(d)(2), (d)(5)(B), (d)(6).

19 8. A notice of removal “need not contain evidentiary submissions.” *Dart Cherokee*
20 *Basin Operating Co. v. Owens*, 574 U.S. 81, 84 (2014); *see also Arias v. Residence Inn by Marriott*,
21 936 F.3d 920, 922 (9th Cir. 2019) (same). Wag must provide only “a short and plain statement of
22 the grounds for removal,” 28 U.S.C. § 1446(a), that contains “plausible allegation[s]” that CAFA’s
23 jurisdictional requirements are satisfied. *Dart Cherokee*, 574 U.S. at 89. Thus, while Wag denies
24 any and all liability as to Plaintiffs’ claims and denies that this matter should proceed at all, let
25 alone as a class action, and while Wag expressly reserves all of its rights—including but not limited
26 to its right to file motions challenging the pleadings—each of CAFA’s jurisdictional requirements
27 is satisfied here.

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1 **A. This Is A Putative Class Action In Which The Proposed Class Readily**
2 **Exceeds 100 Members.**

3 9. A “class action” under CAFA includes any civil action filed under Federal Rule of
4 Civil Procedure 23 or a “similar State statute or rule of judicial procedure authorizing an action to
5 be brought by 1 or more representative persons as a class action.” 28 U.S.C. § 1332(d)(1)(B).

6 10. This lawsuit meets that definition. Plaintiffs sue “on behalf of themselves and a
7 proposed Class,” pursuant to California Civil Procedure Code sections 382 and 1781. Compl.
8 ¶¶ 79, 81; *see also* Cal. Civ. Proc. Code § 382 (“[W]hen the question is one of a common or general
9 interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
10 all before the court, one or more may sue or defend for the benefit of all.”); Cal. Civ. Proc. Code
11 § 1781(a) (“Any consumer entitled to bring an action . . . may, if the unlawful method, act, or
12 practice has caused damage to other consumers similarly situated, bring an action on behalf of
13 himself and such other consumers . . .”).

14 11. CAFA requires that the proposed class consist of at least 100 persons. *See* 28
15 U.S.C. § 1332(d)(5)(B).

16 12. The Complaint defines the putative class as “[a]ll persons who used Wag’s services
17 within the State of California within the last four years,” Compl. ¶ 79, and asserts that the class
18 “includes at least thousands of persons,” *id.* ¶ 82. Accordingly, this CAFA requirement is satisfied.
19 *See* 28 U.S.C. § 1332(d)(5)(B).

20 **B. There Is Minimal Diversity Among The Parties.**

21 13. To establish federal jurisdiction, CAFA requires only minimal diversity, and a
22 defendant must show only that “any member of a class of plaintiffs is a citizen of a State different
23 from [the] defendant” or “a citizen or subject of a foreign state.” 28 U.S.C. § 1332(d)(2)(A)–(B).
24 “CAFA was intended to strongly favor federal jurisdiction over interstate class actions.” *King v.*
25 *Great Am. Chicken Corp.*, 903 F.3d 875, 877–78 (9th Cir. 2018). Removal therefore is proper
26 when even one proposed class member has citizenship diverse from the defendant. *See id.* at 877;
27 *Broadway Grill, Inc. v. Visa Inc.*, 856 F.3d 1274, 1276 (9th Cir. 2017) (“Under CAFA there is
28

1 sufficient diversity to establish federal diversity jurisdiction so long as one class member has
2 citizenship diverse from that of one defendant.”).

3 14. Wag is a Delaware corporation with a principal place of business in California.
4 Compl. ¶ 30. Wag is therefore a citizen of Delaware and California for purposes of diversity
5 jurisdiction. *See 3123 SMB LLC v. Horn*, 880 F.3d 461, 462–63 (9th Cir. 2018) (“[A] corporation
6 shall be deemed to be a citizen of every State . . . by which it has been incorporated and of the
7 State . . . where it has its principal place of business.” (quoting 28 U.S.C. § 1332(c)(1))).

8 15. Plaintiffs purport to represent a class defined as “[a]ll persons who used Wag’s
9 services within the State of California within the last four years.” Compl. ¶ 79.

10 16. First, the Complaint makes no mention of the *citizenship* of the members of the
11 putative class. Instead, it sweeps in *all persons* who have used Wag’s services *within* California.
12 The Complaint’s putative class definition, by its very language, includes citizens of a state other
13 than Delaware or California or non-U.S. citizens who have used Wag’s services. *See Jones v.*
14 *Tonal Sys., Inc.*, No. 3:23-cv-1267-JES-BGS, 2024 WL 400182, at *2 (S.D. Cal. Feb. 2, 2024)
15 (holding that it would be “guesswork” to find that at least two-thirds of a class defined as “[a]ll
16 persons within the state of California” were California citizens).

17 17. Indeed, there is a particularly strong likelihood that some putative class members
18 are citizens of a state other than Delaware or California or are non-U.S. citizens, which supports
19 CAFA jurisdiction in this case. For example, individuals temporarily residing in or travelling
20 through California have used Wag’s services in California, but they are not California citizens.
21 And other individuals who have used Wag’s services in California during the last four years may
22 have since relocated to another state, making them citizens of that state for CAFA jurisdictional
23 purposes. *See id.* (noting that it “seems likely that at least some [putative class members] would
24 have moved out of California”); 28 U.S.C. § 1332(d)(7) (establishing that class members’
25 citizenship for CAFA purposes is determined as of “the date of filing of the complaint”).

26 18. Second, Wag is informed and believes, and on that basis alleges, that at least one
27 member of the putative class is a citizen of a state other than Delaware or California or is a non-
28 U.S. citizen. *See Ehrman v. Cox Commc’ns, Inc.*, 932 F.3d 1223, 1227 (9th Cir. 2019) (“A party’s

1 allegation of minimal diversity may be based on ‘information and belief.’ The pleading ‘need not
2 contain evidentiary submissions.’” (citation omitted)).

3 19. Diversity of citizenship thus exists between Wag and at least one other member of
4 the proposed class. Removal is therefore proper. *See* 28 U.S.C. § 1332(d)(2).

5 **C. The Amount In Controversy Exceeds \$5 Million.**

6 20. An action’s amount in controversy must exceed \$5 million for removal under
7 CAFA. *See* 28 U.S.C. § 1332(d)(2).

8 21. As an initial matter, Wag denies that Plaintiffs or members of the putative class are
9 entitled to the damages that Plaintiffs seek here. Plaintiffs’ allegations are entirely without merit,
10 and class treatment is not appropriate in this case. For purposes of this Notice of Removal,
11 however, the amount in controversy exceeds \$5 million, satisfying this CAFA jurisdictional
12 requirement. *See* 28 U.S.C. § 1332(d)(2).

13 22. CAFA provides that “[i]n any class action, the claims of the individual class
14 members shall be aggregated to determine whether the matter in controversy exceeds the sum or
15 value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. § 1332(d)(6). The amount in
16 controversy “includes all amounts ‘at stake’ in the litigation at the time of removal, ‘whatever the
17 likelihood that [the plaintiff] will actually recover them.’” *See Arias*, 936 F.3d at 927 (quoting
18 *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 417 (9th Cir. 2018)).

19 23. The amount in controversy is first determined by reviewing the allegations of the
20 operative complaint. *See Singer v. State Farm Mut. Auto Ins. Co.*, 116 F.3d 373, 377 (9th Cir.
21 1997) (“The district court may consider whether it is ‘facially apparent’ from the complaint that
22 the jurisdictional amount is in controversy.”). Where a complaint does not state a dollar amount,
23 a defendant’s notice of removal under CAFA need include “only a plausible allegation that the
24 amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*, 574 U.S. at 81.

25 24. Any assessment of the total amount in controversy must take into consideration the
26 costs that would be associated with an order enjoining a defendant’s alleged unlawful conduct.
27 *See Fritsch v. Swift Transp. Co. of Ariz.*, 899 F.3d 785, 793 (9th Cir. 2018) (“Among other items,
28 the amount in controversy includes damages (compensatory, punitive, or otherwise), the costs of

1 complying with an injunction, and attorneys’ fees awarded under fee-shifting statutes or
2 contract.”); *Anderson v. Seaworld Parks & Ent., Inc.*, 132 F. Supp. 3d 1156, 1164–65 (N.D. Cal.
3 2015) (including value of future ticket sales that would be lost as the result of having to comply
4 with an injunction in amount-in-controversy analysis).

5 25. Plaintiffs seek, among other things: (a) an “Order that Wag be permanently
6 enjoined from its improper activities and conduct . . . and directing Wag to comply with state and
7 local laws governing animal welfare;” (b) “restitution and compensatory, consequential, and
8 general damages, including nominal damages as appropriate;” (c) “punitive damages;” and
9 (d) “reasonable litigation expenses, costs, and attorneys’ fees.” Compl. Prayer for Relief ¶¶ D–G.
10 Plaintiffs also state that they intend to amend the Complaint to seek monetary damages under the
11 Consumer Legal Remedies Act. *See* Compl. ¶¶ 130–31.

12 26. Though the Complaint does not identify a dollar amount of damages, as noted
13 above, Plaintiffs allege that “at least thousands of persons” were impacted by the conduct that
14 forms the basis of Plaintiffs’ claims, *id.* ¶ 82, and seek an injunction, compensatory damages,
15 punitive damages, restitution, and attorneys’ fees to remedy the alleged harms caused by that
16 conduct, *id.* Prayer for Relief ¶¶ D–G. Given that the amount in controversy is “simply an estimate
17 of the total amount in dispute,” *Arias*, 936 F.3d at 927 (quoting *Lewis v. Verizon Commc’ns, Inc.*,
18 627 F.3d 395, 400 (9th Cir. 2010)), the amount-in-controversy easily exceeds \$5 million in this
19 case.

20 **III. REMOVAL VENUE**

21 27. This is the appropriate Court for removal because the Superior Court of San Mateo
22 County, where the removed case was pending, is located within this District. *See* 28 U.S.C.
23 §§ 84(a), 1441(a), 1446(a).

24 **IV. COMPLIANCE WITH REMOVAL PROCEDURE**

25 28. Plaintiffs purported to effectuate service of the Complaint and Summons on Wag
26 by substituted service. Under California law, substituted service on a corporation “is deemed
27 complete on the 10th day after the mailing” of the summons and complaint to the corporation’s
28 registered service agent. Cal. Civ. Proc. Code § 415.20(a). Plaintiffs (1) left a copy of the

1 Complaint and Summons with Wag’s Operations Manager, Analise O. at 1759 Enterprise Blvd.,
2 West Sacramento, CA 95691 and (2) mailed the Complaint and Summons to Wag’s registered
3 service agent on January 18, 2024. Pursuant to California Civil Procedure Code section 415.20(a),
4 substituted service was completed on January 28, 2024. Thus, this Notice of Removal is timely
5 under 28 U.S.C. § 1446(b)(1), as it is filed within thirty days after service was completed.

6 29. Pursuant to 28 U.S.C. § 1446(a), attached hereto and marked as Exhibits A–F are
7 true and correct copies of the Complaint and all process, pleadings, and orders served upon Wag:

8 a. A copy of the Complaint is attached hereto as **Exhibit A**.

9 b. A copy of the Summons is attached hereto as **Exhibit B**.

10 c. A copy of the Proof of Service of Summons is attached hereto as **Exhibit C**.

11 d. A copy of the Civil Case Cover Sheet is attached hereto as **Exhibit D**.

12 e. A copy of the Notice of Designation as Complex Case is attached hereto as
13 **Exhibit E**.

14 f. A copy of the Superior Court of San Mateo County docket sheet is attached hereto
15 as **Exhibit F**.

16 30. Wag has not filed an answer or other response to the Complaint in the Superior
17 Court of San Mateo County before removal and is not aware of any pending motions filed in that
18 court.

19 31. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil
20 Procedure. *See* 28 U.S.C. § 1446(a).

21 32. Wag will serve written notice of the removal of this action upon all adverse parties
22 promptly and will file such notice with the Clerk of the Superior Court of San Mateo County, as
23 required by 28 U.S.C. § 1446(d).

24 33. Wag reserves the right to amend or supplement this Notice of Removal. Wag
25 further reserves all rights and defenses, including but not limited to those available under the
26 Federal Rules of Civil Procedure.

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1 **V. CONCLUSION**

2 34. Wag respectfully requests that this Court exercise jurisdiction over this action, enter
3 orders, and grant relief as may be necessary to secure removal and to prevent further proceedings
4 in this matter in the Superior Court of the State of California for the County of San Mateo.

5 Dated: February 26, 2024

Respectfully submitted,

6

By /s/ Nicole C. Valco

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Wag Hotels, Inc.

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EXHIBIT A

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

1/3/2024

By /s/ Anthony Berini
Deputy Clerk

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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN MATEO

11
12 ALISON WISDOM, JEFFREY WISDOM, and
13 MICHELLE SHELTON, Individually and on
Behalf of All Others Similarly Situated,

14 Plaintiffs,

15 v.

16 WAG HOTELS, INC.,

17 Defendant.
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24-CIV-00040

Case No.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

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1 Alison Wisdom, Jeffrey Wisdom, and Michelle Shelton (“Plaintiffs”) bring this consumer
 2 class action against Wag Hotels, Inc. (the “Defendant,” or the “company,” or “Wag”) for deceptive
 3 advertising and negligence. Plaintiffs’ allegations are based upon personal knowledge as to their
 4 own acts and upon their investigation, the investigation of counsel, and information and belief as to
 5 all other matters. Plaintiffs, on behalf of themselves and all others similarly situated, allege:

6 SUMMARY OF ACTION

7 1. Pet owners place tremendous trust and faith in commercial animal boarding
 8 facilities to adequately care for their beloved pets. In fact, legislators throughout California have
 9 resonated with this sentiment and implemented numerous statutes and local ordinances that impose
 10 obligations on kennels and catteries to maintain safe, clean, and livable environments for
 11 customers’ pets. In other words, animal boarding facilities must maintain *humane* conditions for
 12 pets.

13 2. However, when animal boarding facilities prioritize profits over pet welfare and fail
 14 to comply with commonsense and legislative requirements to provide safe and humane boarding
 15 conditions, tragic outcomes can ensue.

16 3. Wag Hotels—which purports to provide “premium” boarding, daycare, and
 17 grooming services to dogs and cats at premium prices—is one such company that failed to
 18 maintain a safe, clean, and habitable environment for customers’ pets. Wag’s negligence and
 19 misconduct caused at least dozens of pets to contract life-threatening infections and other serious
 20 health conditions. In some cases, these conditions have caused pets to experience lingering,
 21 lifelong health issues.

22 4. The company’s systematic, pervasive, and longstanding neglect for its customers’
 23 pets was disclosed to the public on August 15, 2023, when the *San Francisco Chronicle* published
 24 findings from its in-depth investigation of the company’s practices in an article titled “*Filthy pets.*
 25 *An amputated leg. Inside alleged ‘absolute neglect’ at Wag Hotels*”¹ (the “Chronicle Article”). The

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 28 ¹ Melissa Newcomb, *Filthy pets. An amputated leg. Inside alleged ‘absolute neglect’ at Wag Hotels*, SAN FRANCISCO CHRONICLE (Aug. 15, 2023), <https://www.sfchronicle.com/sf/article/wag-luxury-pet-hotel-17769312.php>.

1 article detailed horrific conditions that have plagued Wag’s California facilities for years.
2 Importantly, many of the allegations were corroborated by current and former Wag employees.

3 5. Among the allegations included in the Chronicle Article were instances of
4 overcrowded group play areas tainted by urine, feces, and blood; pets being left to starve or not
5 being fed until hours after their scheduled feeding time; a failure to sanitize or clean kennels and
6 group play areas on a consistent basis; medical neglect by staff members when pets displayed clear
7 signs of pain or discomfort; understaffed facilities; and Wag’s common practice of hiring untrained
8 staff members who had little to no experience in animal care.

9 6. Plaintiffs Wisdoms’ dog, Paige, was the victim of Wag’s neglect, including many of
10 the conditions described above. During a nine-day stay at Wag’s Redwood City facility in
11 September 2021, Paige contracted a flesh-eating bacterial infection known as *necrotizing fasciitis*,
12 which spread rapidly and required immediate treatment. Plaintiffs believe that the infection was
13 caused by the unsanitary conditions at Wag’s boarding facility. Due to the infection, Paige was
14 eventually forced to undergo surgery to amputate one of her legs. Paige is pictured below:



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1 7. She has since recovered from her surgery and continues to be a source of joy to her
2 owners, but Paige and her owners must face the tough reality of managing the lingering health
3 issues connected to her amputation.

4 8. Plaintiff Shelton’s dog, Mercedes, was also the victim of Wag’s neglect. Following
5 a recent stay at Wag’s South Bay/Carson facility in September 2023, Plaintiff Shelton discovered
6 that Mercedes was scratching herself an unusual amount and had open sores throughout her body
7 that were not present prior to boarding her at Wag. Additionally, despite paying for a suite, which
8 included access to a live video stream of Mercedes at Wag during her stay, Mercedes was placed in
9 a room without a camera, and Plaintiff Shelton was not provided access to any live stream.
10 Plaintiff Shelton could therefore not determine how Mercedes was treated during her stay.

11 9. Importantly, Paige, Mercedes, and their owners were hardly alone in their
12 experiences. The Chronicle Article references several tragic and heartbreaking stories from pet
13 owners whose trust in Wag’s services and staff quickly turned to shock and anger when their pets
14 returned from Wag’s care with bruises, cuts, infections, urine and feces-covered bodies, and other
15 serious health conditions.

16 10. The sheer number of complaints from Wag customers and employees throughout
17 the years indicates that these instances of neglect and abuse are not one-off occurrences. Rather,
18 they are the product of systemic issues related to Wag’s lax and negligent policies and practices.

19 11. Based on the alarming allegations noted above, the San Francisco Animal Care &
20 Control, the City’s animal welfare authority, initiated an investigation into the company’s San
21 Francisco facility. The agency confirmed to news outlets that it conducted an inspection of Wag’s
22 San Francisco premises. Upon information and belief, the agency’s investigation is ongoing.

23 12. Plaintiffs bring their claims individually and on behalf of a California Class of
24 consumers who used Wag’s services. As evidenced by the allegations in this complaint, Defendant
25 has committed negligence and violated California’s consumer protection and false advertising
26 laws, including the False Advertising Law (Bus. & Prof. Code §§ 17500 *et seq.*), the Unfair
27 Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*), and the Consumers Legal Remedies
28 Act (Civ. Code §§ 1750 *et seq.*), by failing to implement procedures, policies, and other oversight

1 mechanisms to ensure the well-being of customers' pets and intentionally utilizing deceptive trade
2 practices and false and misleading claims to sell its services.

3 **PLAINTIFFS**

4 13. Plaintiff Alison Wisdom is a citizen of California and a resident of Chino,
5 California.

6 14. Plaintiff Jeffrey Wisdom is a citizen of California and a resident of Chino,
7 California.

8 15. Plaintiff Michelle Shelton is a citizen of California and a resident of Long Beach,
9 California.

10 16. Alison and Jeffrey's Labrador, Paige, stayed at Wag's Redwood City facility for
11 nine days between September 12, 2021 and September 20, 2021. While there, Paige contracted a
12 life-threatening bacterial infection known as *necrotizing fasciitis* and was eventually forced to
13 undergo a surgery to amputate one of her legs.

14 17. On September 20, 2021, Alison and Jeffrey received a text and several voicemails
15 from employees at Wag's Redwood City facility informing them that Paige was displaying a
16 strong limp, and Wag was going to schedule an emergency appointment with a veterinary provider.
17 In a voicemail, Wag stated that Paige was lethargic, a major red flag.

18 18. That same day, Wag took Paige to a veterinary clinic but only had a technician
19 observe Paige in the lobby of the facility, instead of waiting to see a veterinarian. The technician
20 observed that Paige was suffering from a swollen right hind paw that appeared to be getting
21 progressively worse. Paige was scheduled for a more comprehensive appointment the next day.

22 19. When Alison and Jeffrey picked up Paige from Wag's Redwood City facility later
23 that evening, it was clear that Paige's condition was worsening: her paw was massively swollen
24 and she had a fever.

25 20. The next day, Alison and Jeffrey took Paige to see a vet at their local urgent care
26 facility. There, the vets at the facility conducted testing on cultures extracted from Paige's paw and
27 determined that Paige was suffering from a bacterial infection resulting in *necrotizing fasciitis*. The
28 culture showed six different strains of bacteria.

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1 21. Over the next few days, Paige’s condition continued to decline. Despite aggressive
2 efforts to combat the infection, it continued to spread. Paige’s bacterial infection is depicted below:



18 22. On September 24, 2021, Alison and Jeffrey were told that Paige’s infected paw was
19 no longer viable and it was recommended that she undergo an amputation of her entire right hind
20 leg in order to stem the infection. After careful consideration, Alison and Jeffrey decided to
21 comply with the vet’s recommendation. Paige’s right hind leg was amputated on September 24,
22 2021.

23 23. After the amputation, Paige remained in the ICU for several days as her health
24 remained in a precarious state. After she was discharged from the ICU, Paige continued to require
25 intensive supervisory care.

26 24. Alison and Jeffrey incurred over \$30,000 in medical bills as a result of the bacterial
27 infection that Paige contracted during her stay at Wag.
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1 25. Soon after Paige’s surgery, Alison and Jeffrey reached out to Wag to alert the
2 company about the conditions at its facility that caused Paige’s sudden bacterial infection and to
3 request more information on Wag’s operations. As part of their communications to Wag, Alison
4 and Jeffrey asked Wag to disclose its policies and procedures concerning sanitation, staffing,
5 recordkeeping, and general pet welfare. Wag refused to provide substantive responses to Alison
6 and Jeffrey’s questions.

7 26. In selecting boarding facilities, Alison and Jeffrey relied on Wag’s representations
8 assuring customers of its dedication to hygiene, safety, and pet welfare. Alison and Jeffrey trusted
9 Wag to take care of Paige and were ultimately misled and harmed by Wag’s representations.

10 27. Plaintiff Michelle Shelton’s Terrier Chihuahua Mix, Mercedes, stayed at Wag’s
11 South Bay/Carson facility for 4 days between September 1, 2023 and September 4, 2023.
12 Immediately following Mercedes’s stay, Shelton discovered that Mercedes was scratching herself
13 an unusual amount and had open sores throughout her body that were not present prior to boarding
14 her at Wag. Mercedes’s skin irritation and flea bites from her stay at Wag are shown below:



RELEVANT FACTUAL ALLEGATIONS

A. Wag markets itself as a premium luxury pet care service dedicated to providing an attentive, clean, and safe environment for pets.

34. Wag describes itself as the “ultimate stay and play resort” that offers “luxury boarding accommodations” along with grooming and behavioral training services. It also charges premium prices.

35. Customers who use the company’s boarding services can opt for various lodging options ranging from small private rooms to more luxurious “suites.”

36. The company understands the importance of creating a safe, attentive, and clean environment for customers’ pets, as evidenced by representations displayed throughout its website that uplift the company’s claimed dedication to pet welfare.

37. Wag repeatedly assures customers of its dedication to providing a safe and clean environment for pets. For example, customers are greeted with the following representations on the homepage of Wag’s website: “SAFETY, CLEANLIENESS & FUN ARE ALWAYS #1[,]” and the company assures customers that its facilities are “[b]uilt with safety, comfort, and cleanliness in mind[.]”²

38. Wag markets its facilities as the “ultimate in fun, safety, and convenience for cats and dogs.” On the webpages for each of its facilities, Wag represents that its facilities are safe and clean for pets and that the company prioritizes pets’ health, safety, and comfort. For example, the Redwood City facility purports to prioritize pets’ “health, safety, and comfort”; to adhere to “industry-leading sanitation procedures”; and to offer “regular room refreshing and cleaning” for pets who stay in private boarding facilities.³

² See <https://www.waghotels.com>.

³ See <https://www.waghotels.com/oakland/boarding/>; <https://www.waghotels.com/sacramento/boarding/>; <https://www.waghotels.com/san-francisco/boarding/>; <https://www.waghotels.com/santa-clara/boarding/>; <https://www.waghotels.com/hollywood/boarding/>; <https://www.waghotels.com/san-diego/boarding/>; <https://www.waghotels.com/south-bay-carson/boarding/>; <https://www.waghotels.com/santa-monica/boarding/>.

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1 39. Furthermore, Wag further represents that its facilities are well-staffed to provide
2 24/7 care to customers’ pets, which is a comforting and appealing perk for anxious pet owners.

3 40. For example, Wag’s homepage touts that it offers “PET CARE YOU CAN COUNT
4 ON” and boasts that its facilities are “staffed 24/7” and that “you can always count on us to be
5 there when you need us.”⁴

6 41. Additional representations assuring customers of competent 24/7 staffing are
7 included throughout the company’s facility-specific webpages. For example, the webpage for the
8 Oakland facility boasts “[o]ur staff is on site 24/7/365 making sure each pet gets the love and
9 attention they deserve.”⁵ Identical or substantially similar representations touting the company’s
10 dedication to well-staffed and competently staffed facilities are featured on the webpages for the
11 eight additional Wag facilities throughout California.⁶

12 42. Moreover, customers paying for private suites are assured that they will have access
13 to a 24/7 livestream connected to their pet’s suite, which gives customers comfort in knowing that
14 they can check-in on their pets at any time. Customers are further assured that they will have
15 daytime access to the “WagCam,” which is a livestream connected to the facilities’ group play
16 areas.

17 43. Customers choose to entrust Wag to take care of their pets based on the
18 representations described above that convey to consumers that Wag will provide a safe and clean
19 luxury lodging and daycare experience for their pets.

20 **B. Contrary to Wag’s representations, the company has not prioritized pet**
21 **welfare.**

22 44. Over the years, reports have emerged that, contrary to Wag’s purported dedication
23 to pet welfare, the company’s nine California facilities are plagued by rampant neglect and abuse.

24

25 _____
⁴ See <https://www.waghotels.com>.

26 ⁵ <https://www.waghotels.com/oakland/>.

27 ⁶ See <https://www.waghotels.com/redwood-city/>; <https://www.waghotels.com/sacramento/>;
28 <https://www.waghotels.com/san-francisco/>; <https://www.waghotels.com/hollywood/>;
<https://www.waghotels.com/san-diego/>; <https://www.waghotels.com/south-bay-carson/>;
<https://www.waghotels.com/santa-monica/>.

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1 45. According to the findings published in the Chronicle Article, Wag’s facilities are
2 egregiously unclean and unsanitary. Several pet owners stated that their dogs smelled like urine
3 and feces when they picked them up from Wag’s care. A former employee from the company’s
4 San Francisco facility disclosed that managers would often ask staff members to bathe customers’
5 pets before returning them to their owners to rid the pets of the dirt and filth picked up from the
6 group play areas. Other former employees from the San Francisco facility stated that “[d]ogs will
7 be basically laying in pee all the time” and noted that they frequently saw rodents in the facility. A
8 former employee of the Oakland facility described frequent instances of gnats swarming the
9 sewage pipes. Furthermore, a photo from Wag’s Redwood City location displayed a bowl of cat
10 food that had become moldy.

11 46. Moreover, individual kennels, promoted as “rooms” and “suites,” presented serious
12 sanitation concerns. Current and former employees reported that staff would not clean excrement
13 for hours and animals could be found lying in or consuming it.

14 47. Wag’s failure to provide a clean and safe environment for customers’ pets is
15 connected to the company’s staffing issues.

16 48. Wag facilities are understaffed and staffed by employees with little to no experience
17 with animal welfare. Of the twenty-nine current and former employees contacted as part of the *San*
18 *Francisco Chronicle*’s investigation, many of these individuals confirmed that they were hired
19 with little to no experience in animal welfare and were provided inadequate training after joining
20 the company.

21 49. Current and former employees have stated that the boarding facilities were
22 understaffed to the point that providing a safe and sanitary experience for customers’ pets was
23 nearly impossible. In fact, a former employee from the San Francisco facility flagged the
24 concerning lack of oversight in the facility’s group play areas and noted that just one staff member
25 was often responsible for the welfare of more than fifty dogs.

26 50. Reviews from former and current employees featured on Wag’s ‘Glassdoor’ page
27 corroborate the narrative that the company’s facilities were grossly understaffed. For example, a
28 former Guest Services employee at the Santa Clara facility wrote that the facility had “dangerously

1 large play group sizes for 1 handler[.]” A former Pet Hotel Associate from the company’s Los
2 Angeles facility wrote “[t]oo many dogs in the playroom for one person to take care of.” A former
3 Client Service Representative at Wag’s Oakland facility wrote “[t]hey are also usually
4 understaffed, and new hires typically do not stay long.”

5 51. The company’s failures to properly staff its facilities; to hire adequately
6 experienced employees or train new hires; and to oversee the hygiene of its facilities collectively
7 created the circumstances that caused customers’ pets to experience abuse and neglect.

8 52. For example, pets were left to starve or fed well past their scheduled feeding times.
9 One customer from the San Francisco facility kept tabs on her dog through Wag’s livestream
10 service and saw her dog crying out for food for hours. Her dog was eventually fed 2-3 hours past
11 his scheduled feeding time.

12 53. Another customer at the company’s Oakland facility provided a bag full of food for
13 her dog when she dropped off her pet. When she returned to pick up her dog later that day, staff
14 members informed her that they had lost the bag containing the food. The bag was eventually
15 found, and the food was untouched. The staff members admitted that they had no records
16 confirming that her dog had been fed.

17 54. Several former and current employees interviewed by Chronicle journalists
18 confirmed that Wag’s facilities were so understaffed and overworked that it was not uncommon for
19 employees to miss providing meals and medications.

20 55. Moreover, the unsanitary and unsafe conditions caused several pets to develop
21 injuries and health conditions, but staff members were not able to give these pets the necessary
22 care and attention they deserved.

23 56. A customer using Wag’s Hollywood facility stated that when he picked up his
24 bulldog, Brutus, he noticed that Brutus could barely walk because his foot pads had been badly
25 damaged. Brutus’s injury took weeks to heal, and his owner spent hundreds of dollars in vet bills.
26 Believing that this might be a one-off occurrence, Brutus’s owner took him back to the Hollywood
27 facility nearly a year later, and Brutus once again returned from the company’s care with damaged
28 foot pads.

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1 57. Another customer stated that staff members at the San Francisco facility forgot to
2 remove her dog’s back brace, even though she had instructed them to do so, and the brace had
3 sliced the dog’s skin and created painful wounds.

4 58. Plaintiffs Wisdoms’ dog, Paige, contracted a serious bacterial infection from the
5 unsanitary conditions at the Redwood City facility and was eventually forced to amputate one of
6 her legs. Plaintiff Shelton’s dog, Mercedes, developed open sores throughout her body from the
7 conditions at Wag’s South Bay/Carson facility.

8 59. Defendant’s failures even caused injury to staff members. On June 13, 2019, a pit
9 bull mauled and attacked four employees at the company’s Santa Clara facility. A former
10 employee who was injured in the incident, Taylor Soetje, stated that she walked into a play area to
11 the sight of a pit bull dragging another employee by her ankle. Soetje disclosed that she had never
12 received proper training on how to handle such situations and decided to grab the attacking dog by
13 its hind legs. The dog then attacked her and proceeded to attack two other employees who tried to
14 help.

15 60. Importantly, when Soetje returned to work months later, she was disappointed to
16 find that Wag had not implemented any significant policy changes or safety protocols to prevent
17 similar traumatic incidents in the future.

18 61. As alleged above, Wag misrepresented its dedication to pet welfare. Indeed, the
19 company’s failure to prioritize pet welfare caused grave harm to many customers’ pets.

20 **C. The problems with pet welfare at Wag are even worse than publicly known.**

21 62. Based on Plaintiffs’ counsel investigation into the neglect and abuse occurring at
22 Wag’s facilities in California, Plaintiffs, on information and belief, further allege that Wag’s
23 problems with pet welfare may be even worse than publicly known.

24 63. Current and former employees at Wag’s facilities have revealed that:

25 a) Many pets do not receive blankets and are left in their kennels with no
26 bedding to sleep on, even though customers paid for these blankets.

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1 b) Many pets are frequently served the wrong food or the wrong amount of
2 food, and there is no system to record if and when pets are fed. This neglect results in uneaten food
3 and significant dietary problems.

4 c) Wag’s facilities are chronically understaffed. Wag generally has only 1-2
5 staff members overseeing approximately 60 to 200 pets (and sometimes as many as 300 pets
6 during the holidays). Because of this inadequate staffing, pets’ “rooms” and “suites” are frequently
7 not cleaned by staff, resulting in unsanitary living conditions, including kennels being flooded with
8 animal waste.

9 d) Training for Wag staff is wholly inadequate. Training is primarily conducted
10 through online videos, with one day of on-the-job training at most. These videos do not adequately
11 prepare employees for properly caring for pet welfare.

12 e) Managers frequently ignore the concerns of Wag’s staff about inadequate
13 conditions, staffing, and training. Wag has failed to properly investigate the claims raised by its
14 employees, customers, and the general public.

15 **D. Wag’s corporate leaders had notice of the neglect and abuse at its California**
16 **facilities for years but failed to act.**

17 64. Wag’s management knew or should have known of the rampant animal abuse and
18 neglect at the company’s California facilities.

19 65. First and foremost, the company has been hit with administrative fines and legal
20 actions related to its labor practices and workplace conditions.

21 66. In response to the traumatic dog mauling attack described above at the company’s
22 Santa Clara facility, OSHA fined Wag Hotels \$18,000 for a “serious” violation of safety standards.

23 67. Moreover, documents shared with Chronicle journalists reveal that Wag had been
24 involved in several suits involving workers compensation violations and labor law violations. In
25 recent years, Wag has reached settlements with its employees concerning allegations of improper
26 meal and rest periods, uncompensated off-the-clock work, and the denial of mandatory breaks for
27 those with disabilities.

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1 68. Former managers and directors have raised red flags concerning the company’s
2 staffing issues for years, but the company’s leaders have refused to address these issues for
3 financial reasons.

4 69. In fact, eight of the current and former employees interviewed by the Chronicle
5 revealed that they had asked company leadership to implement changes to ensure the welfare of
6 customers’ pets, but management was not receptive to these ideas. Kris Kates, a former director of
7 behavior and training for Wag between 2013 and 2017 described several conversations over the
8 years with Wag’s corporate leaders about improving new hire trainings and ensuring that the
9 company’s facilities were adequately staffed. Kates eventually raised these issues with Michael
10 Griggs, Wag’s COO, but he told her that her proposed changes were too costly for the business.

11 70. Similarly, Aubrey Sanders, the former head of training at the Oakland facility, said
12 that months before the dog-mauling incident at the Santa Clara facility, she had proposed to Griggs
13 training programs that would address the prevention and de-escalation of fights between dogs.
14 However, like Kates, she was told that such trainings were a waste of time and money.

15 71. Moreover, on information and belief, Wag employees actively monitored online
16 feedback websites, such as Google review and Yelp, which included a number of health and
17 safety-related complaints concerning their facilities that were raised by customers. Wag also
18 offered inducements to customers who posted negative reviews to improve their reviews,
19 providing further evidence that Wag understood that the conditions at their facilities were
20 inadequate, unsanitary, and unsafe.

21 72. The allegations described above illustrate that Wag’s leaders had notice of the
22 egregious conditions within the company’s California facilities, but ultimately decided to prioritize
23 the profitability of the company over pet welfare.

24 **E. Wag’s conduct is inconsistent with the standards set forth in state and local**
25 **laws governing the conditions at animal boarding facilities.**

26 73. The standards and conditions required to operate commercial pet boarding facilities
27 are outlined in several state and local laws. Wag’s conduct, as alleged above, is inconsistent with
28 the standards set forth in these laws.

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1 74. For example, Chapter 11 of the California Health & Safety Code⁷ governs “Pet
2 Boarding Facilities,” and imposes the following requirements on Wag and other pet boarding
3 facilities:

- 4 • “pests do not inhabit any part of the pet boarding facility in a number large
5 enough to be harmful, threatening, or annoying to the pets.” Cal. Health Civ.
6 Code § 122381(b).
- 7 • “pet boarding facility’s interior building surfaces, including walls and floors,
8 are constructed in a manner that permits them to be readily cleaned and
9 sanitized.” Cal. Health Civ. Code § 122381(e).
- 10 • “separating the grooming work area from the pet boarding facility's
11 permanent or fixed and temporary enclosures and ensuring that the
12 grooming areas are cleaned and sanitized at least once daily.” Cal. Health
13 Civ. Code § 122381(g).

14 75. The California Health & Safety Code also imposes additional requirements on
15 “permanent or fixed enclosures,”⁸ like the “rooms” and “suites” offered by Wag. The statute
16 requires that these structures:

- 17 • “[b]e maintained in good repair to protect the enclosed pet from injury, to
18 contain the pet, to keep other animals out, and to promote the health and
19 well-being of the pet.” Cal. Health Civ. Code § 122382(a)(1).
- 20 • “[b]e maintained in a comfortable and sanitary manner. When being cleaned
21 in a manner or with a substance that is or may be harmful to a pet within the
22 enclosure, that pet shall be removed from the enclosure.” Cal. Health Civ.
23 Code § 122382(a)(1).
- 24 • “[b]e constructed of material suitable for regular cleaning and sanitizing.”
25 Cal. Health Civ. Code § 122382(a)(3).

26 _____
27 ⁷ Cal. Health Civ. Code § 122380—122388.

28 ⁸ The statute defines “permanent or fixed enclosures” as a “structure, including, but not limited to, an exercise run, kennel, or room, used to restrict a pet, that provides for the effective separation of a pet from the pet's waste products.”

1 76. Furthermore, several California counties in which Wag facilities are located have
 2 implemented ordinances reaffirming the California Health & Safety Code or imposing additional
 3 pet welfare standards.⁹

4 77. San Mateo County, which houses Wag’s Redwood City facility, enacted an
 5 ordinance governing the requirements for “kennel” and “cattery” permits. The ordinance covers
 6 large commercial boarding operations, like Wag.¹⁰ According to the statute, a kennel or cattery
 7 permit may be approved only if the following criteria are met:

- 8 • “[t]hat facilities exist at the proposed location to safely and adequately
- 9 secure, feed, house, exercise and maintain the animals.” § 6.20.060(a)(1).
- 10 • “[t]hat possession and maintenance of the animals at the proposed location
- 11 will not result in the animals being subject to discomfort, neglect, suffering,
- 12 cruelty, or abuse.” § 6.20.060(a)(4).
- 13 • “[t]hat the permit holder agrees to make every effort to keep all animals free
- 14 of disease and parasites and provide adequate veterinary care as needed.”
- 15 § 6.20.060(a)(5).
- 16 • “[t]hat the keeping of the animals at the facility will not violate any federal,
- 17 state or local law.” § 6.20.060 (a)(7).

18 78. Wag’s conduct is inconsistent with the pet welfare standards set forth by state and
 19 local authorities for persons or entities operating commercial boarding facilities.

CLASS ACTION ALLEGATIONS

20 79. Plaintiffs bring this action as a class action pursuant to Cal. Civ. Proc. Code § 1781
 21 and Cal. Civ. Proc. Code § 382 on behalf of themselves and a proposed Class defined as follows:

22 ⁹ See Los Angeles County, California, Municipal Code § 10.40.010 (imposing numerous
 23 sanitation, safety, and welfare related requirements on persons who operate “animal facilities” and
 24 noting that the violations of these standards could constitute a misdemeanor); Santa Clara County,
 25 California, Municipal Code § 6.35.030 (imposing numerous sanitation, safety, and welfare related
 26 requirements on “animal facilities”); Sacramento County, California, Municipal Code § 8.26.075
 27 (“[t]he Chief of Animal Control shall, with the approval of the Director, set minimum standards for
 28 the proper care and maintenance both of a kennel or cattery or a place of keeping of wild animals
 and of the animals kept therein which are, at a minimum, consistent with applicable State and
 Federal standards.”); Alameda County, California, Municipal Code § 5.24.120 (“Every dog kennel
 shall be maintained in a manner satisfactory to the county health officer.”).

¹⁰ Regulations for Kennels/Catteries, County Ordinance Code Title 6 Animals Chapter 6.20
 Kennels/Catteries, <https://www.smcgov.org/media/73256/download?inline=>.

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All persons who used Wag’s services within the State of California within the last four years (the “Class”).

80. Excluded from the Class are governmental entities, Defendant, any entity in which Defendant has a controlling interest, and Defendant’s officers, directors, affiliates, legal representatives, employees, coconspirators, successors, subsidiaries, and assigns. Also excluded from the Class are any judges, justices, or judicial officers presiding over this matter and the members of their immediate families and judicial staff.

81. This action is brought and may be properly maintained as a class action pursuant to Cal. Civ. Proc. Code § 1781 and Cal. Civ. Proc. Code § 382.

82. Numerosity. The Class is so numerous that the individual joinder of all members is impracticable, and the disposition of the claims of all Class members in a single action will provide substantial benefits to the parties and the Court. Plaintiffs, on information and belief, allege that the Class includes at least thousands of persons.

83. Commonality. Common legal and factual questions exist that predominate over any questions affecting only individual Class members. These common questions, which do not vary among Class members and which may be determined without reference to any member’s individual circumstances, include, but are not limited to:

- a) Whether Wag owed a duty of care to its customers and their pets;
- b) Whether Wag breached its duty of care to its customers by failing to implement policies and procedures to ensure the welfare of customers’ pets;
- c) Whether Wag had knowledge of the abuse and neglect at its California facilities;
- d) Whether Wag’s representations and omissions in its advertising are false, deceptive, and misleading;
- e) Whether Wag had knowledge that its representations and omissions in its advertising were false, deceptive, and misleading;
- f) Whether Wag’s representations and omissions in its advertising are likely to deceive a reasonable consumer;

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- 1 g) Whether Wag knew or should have known that reasonable consumers rely
- 2 on its representations concerning safety and general pet welfare to purchase
- 3 its services;
- 4 h) Whether Wag engaged in unlawful, fraudulent, or unfair business practices;
- 5 i) Whether Wag’s conduct violated the applicable California consumer
- 6 protection laws alleged herein;
- 7 j) Whether Wag is subject to liability for violating the California False
- 8 Advertising Law (“FAL”) Cal. Bus. & Prof. Code §§ 17500 *et seq.*;
- 9 k) Whether Wag has violated the Unfair Competition Law (“UCL”), Cal. Bus.
- 10 & Prof. Code §§ 17200 *et seq.*;
- 11 l) Whether Wag is subject to liability for violating the Consumer Legal
- 12 Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750 *et seq.*;
- 13 m) Whether Plaintiffs and Class members are entitled to restitution and
- 14 damages;
- 15 n) Whether Plaintiffs and Class members and are entitled to declaratory and
- 16 injunctive relief.

17 84. Typicality. Plaintiffs’ claims are typical of the Class members’ claims. As a result
18 of Wag’s misconduct and neglect at its California facilities, Wag’s conduct exposed Plaintiffs and
19 the Class members to the same harm or risk of future harm. Likewise, Plaintiffs and other Class
20 members must prove the same facts—Wag’s unlawful conduct at its California facilities—in order
21 to establish the same claims.

22 85. Adequacy. Plaintiffs are adequate Class representatives because they are member of
23 the Class, and their interests do not conflict with the interests of the Class. Plaintiffs have retained
24 counsel competent and experienced in complex litigation and consumer protection class action
25 matters such as this action, and Plaintiffs and their counsel intend to prosecute this action for the
26 benefit of the Class and have the resources to do so. Plaintiffs and their counsel have no interests
27 adverse to those of the other members of the Class.

28

1 86. Predominance and Superiority. The Class can be properly maintained because the
2 above common questions of law and fact predominate over any questions affecting individual
3 Class members. A class action is also superior to all other available methods for the fair and
4 efficient adjudication of this controversy because individual litigation of each Class member’s
5 claim is impracticable. Even if each Class member could afford individual litigation, the court
6 system could not. It would be unduly burdensome if thousands of individual cases proceeded.
7 Individual litigation also presents the potential for inconsistent or contradictory judgments, the
8 prospect of a race to the courthouse, and the risk of an inequitable allocation of recovery among
9 those individuals with equally meritorious claims. It would increase the expense and delay to all
10 parties and the Courts because it requires individual resolution of common legal and factual
11 questions. By contrast, the class action device presents far fewer management difficulties and
12 provides the benefit of a single adjudication, economies of scale, and comprehensive supervision
13 by a single court.

14 **FIRST CLAIM FOR RELIEF**
15 **Negligence**
16 ***On Behalf of Plaintiffs and the Class***

17 87. Plaintiffs, individually and on behalf of the Class, incorporate by reference all the
18 allegations contained in the preceding paragraphs of this Class Action Complaint as if fully set
19 forth herein. Plaintiffs bring this claim individually and on behalf of the Class against Wag.

20 88. By accepting the obligation to care for and oversee the welfare of Plaintiffs’ and the
21 Class members’ pets, Wag assumed a duty requiring it to use reasonable, and, at the very least,
22 industry-standard care to ensure the safety and well-being of customers’ pets. This duty included,
23 *inter alia*, maintaining a clean and sanitized environment for pets; ensuring that its facilities were
24 adequately staffed; providing adequate training to staff members on proper techniques for animal
25 care; creating an environment free of safety and health hazards.

26 89. Wag’s duty of care also arose by statute and local regulations, including, as alleged
27 herein, violations of California’s health code for pet boarding facilities (Cal. Health Civ. Code §
28 122380—122388) and violations of local health and safety ordinances in the cities and counties in

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1 which Wag operates its facilities. These state statutes and local ordinances were enacted to protect
2 Plaintiffs’ and Class members’ pets from the type of conduct engaged in by Wag.

3 90. Wag breached its duty to exercise reasonable care in overseeing and providing for
4 Plaintiffs’ and the Class members’ pets by failing to implement the policies, procedures, and
5 general oversight measures required to ensure the safety and well-being of customers’ pets. Wag
6 breached its duty by maintaining facilities that were unsanitary, understaffed, and under resourced.
7 Wag’s conduct created a foreseeable and unreasonable risk of harm to Plaintiffs’ and Class
8 members’ pets (and injury and damages to their owners).

9 91. As a direct and proximate result of Wag’s failure to take reasonable care and use, at
10 a minimum, industry-standard measures to take care of and ensure the well-being of the pets in its
11 care, Plaintiffs and the Class members’ experienced harm in the form of out-of-pocket medical
12 expenses for their pets and the overpayment of services based on Wag’s misrepresentations.

13 92. Wag’s negligence was gross, willful, wanton, and warrants the imposition of
14 punitive damages given the clear foreseeability of the severe physical and psychological harm to
15 pets, the substantial injury to the pets’ owners, and its failure to take remedial actions.

16 93. Plaintiffs and Class members are entitled to compensatory and punitive damages, as
17 well as injunctive relief to remedy Wag’s ongoing neglect and abuse.

18 **SECOND CLAIM FOR RELIEF**
19 **Violation of the “Unfair” Prong of the California Unfair Competition Law**
20 **Cal. Bus. & Prof. Code §§ 17200 *et seq.***
On Behalf of Plaintiffs and the Class

21 94. Plaintiffs, individually and on behalf of the Class, incorporate by reference all the
22 allegations contained in the preceding paragraphs of this Class Action Complaint as if fully set
23 forth herein. Plaintiffs bring this claim individually and on behalf of the Class against Wag. Wag’s
24 conduct as alleged in this complaint comprises unfair conduct within the meaning of the California
25 Unfair Competition Law.

26 95. The UCL is a California statute that protects consumers against unlawful, unfair,
27 misleading, and fraudulent business and advertising practices.

28

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1 96. Wag’s actions as alleged in this complaint constitute “unfair” conduct within the
2 definition, meaning, and construction of California Business and Professions Code Sections 17200
3 *et seq.* Wag’s business practices, as alleged herein, are “unfair” because they subject pets to
4 immoral, unethical, and oppressive conditions that cause substantial injuries to Plaintiffs and Class
5 members.

6 97. Wag’s “unfair” business practices include:

- 7 a) Creating conditions that caused customers’ pets to contract serious medical
8 illnesses and life-threatening health conditions;
- 9 b) Maintaining extremely unsanitary and unsafe conditions for consumers’
10 pets;
- 11 c) Maintaining boarding facilities that were grossly understaffed and thus
12 unable to provide proper care to customers’ pets;
- 13 d) Failing to provide adequate training to employees concerning animal
14 behavior and animal care;
- 15 e) Maintaining the above-mentioned unsanitary and unsafe conditions at its
16 facilities to save money, cut costs, and increase profits.

17 98. As a result of Wag’s unfair conduct, Plaintiffs and the Class received inferior
18 services than which they were promised. Wag did not have the policies or resources to provide a
19 clean, safe, and attentive environment for customers’ pets.

20 99. Wag’s conduct provided no utility to Plaintiffs and Class members. Rather, Wag
21 could and should have chosen one of the many reasonably available alternatives, including
22 providing adequate staffing, training, and resources to maintain a safe and sanitary environment for
23 the pets under its care.

24 100. Pursuant to Business and Professions Code Section 17200 *et seq.*, Wag’s conduct
25 constitutes “unfair” competition. Plaintiffs and the Class seek restitution and equitable relief,
26 including a public injunction to reform Wag’s safety and sanitation practices to conform with
27 industry standards and state and local laws.

28

THIRD CLAIM FOR RELIEF
Violation of the “Unlawful” Prong of the California Unfair Competition Law
Cal. Bus. & Prof. Code §§ 17200 *et seq.*
On Behalf of Plaintiffs and the Class

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4 101. Plaintiffs, individually and on behalf of the Class, incorporate by reference all the
5 allegations contained in the preceding paragraphs of this Class Action Complaint as if fully set
6 forth herein. Plaintiffs bring this claim individually and on behalf of the Class against Wag. Wag’s
7 conduct as alleged in this complaint comprises unlawful conduct within the meaning of the
8 California Unfair Competition Law.

9 102. The UCL is a California statute that protects consumers against unlawful, unfair,
10 misleading, and fraudulent business and advertising practices.

11 103. Wag’s actions as alleged herein constitute an “unlawful” practice within the
12 definition, meaning, and construction of California’s UCL because Wag violated California’s
13 strong consumer protection and false advertising laws, including California’s False Advertising
14 Law (Bus. & Prof. Code §§ 17500 *et seq.*) and the CLRA (Civ. Code §§ 1750 *et seq.*).

15 104. Wag’s conduct also violates Chapter 11 of the California Health & Safety Code,
16 which establishes standards for pet boarding facilities operating in California and imposes
17 obligations on such companies to maintain safe and sanitary facilities.

18 105. Wag’s conduct violates numerous local ordinances in California governing the
19 standards for commercial boarding facilities, including San Mateo County, California, Municipal
20 Code § 6.20.060; Los Angeles County, California, Municipal Code § 10.40.010; Santa Clara
21 County, California, Municipal Code § 6.35.030; Sacramento County, California, Municipal Code
22 § 8.26.075; and Alameda County, California, Municipal Code § 5.24.120.

23 106. As a result of Wag’s unlawful conduct, Plaintiffs and the Class received inferior
24 services than which they were promised. Wag did not have the policies or resources to provide a
25 clean, safe, and attentive environment for customers’ pets.

26 107. Pursuant to Business and Professions Code Section 17200 *et seq.*, Wag’s conduct
27 constitutes “unlawful” competition. Plaintiffs and the Class seek restitution and equitable relief,
28 including a public injunction to reform Wag’s safety and sanitation practices to conform with
industry standards and state and local laws.

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San Francisco, CA 94123
(415) 788-4220

FOURTH CLAIM FOR RELIEF
Violation of the “Fraudulent” Prong of The California Unfair Competition Law
Cal. Bus. & Prof. Code §§ 17200 *et seq.*
On Behalf of Plaintiffs and the Class

108. Plaintiffs, individually and on behalf of the Class, incorporate by reference all the allegations contained in the preceding paragraphs of this Class Action Complaint as if fully set forth herein. Plaintiffs bring this claim individually and on behalf of the Class against Wag. Wag’s conduct as alleged in this complaint comprises fraudulent conduct within the meaning of the California Unfair Competition Law.

109. The UCL is a California statute that protects consumers against unlawful, unfair, misleading, and fraudulent business and advertising practices.

110. Wag’s actions as alleged herein constitute a “fraudulent” practice because, by making false and misleading representations about its dedication to pet welfare, Wag’s conduct was likely to deceive, and did deceive, reasonable consumers into purchasing Wag’s services and trusting Wag to care for their pets.

111. As a result of Wag’s fraudulent conduct, Plaintiffs and the Class received inferior services than which they were promised. Wag did not have the policies or resources to provide a clean, safe, and attentive environment for customers’ pets, and the company’s pet welfare representations were the sole reason consumers initially purchased and continued to purchase Wag’s services.

112. Pursuant to Business and Professions Code Section 17200 *et seq.*, Wag’s deceitful business practices constitute “unfair” competition. Plaintiffs and the Class seek restitution and equitable relief, including a public injunction to reform Wag’s safety and sanitation practices to conform with industry standards and state and local laws and changes and disclosures to Wag’s advertising to the public.

FIFTH CLAIM FOR RELIEF
Violations of the California False Advertising Law
Cal. Bus. & Prof. Code §§ 17500 *et seq.*
On Behalf of Plaintiffs and the Class

113. Plaintiffs, individually and on behalf of the Class, incorporate by reference all the allegations contained in the preceding paragraphs of this Class Action Complaint as if fully set

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San Francisco, CA 94123
(415) 788-4220

1 forth herein. Plaintiffs bring this claim individually and on behalf of the Class against Wag. Wag’s
2 conduct as alleged in this complaint comprises unlawful conduct within the meaning of the
3 California False Advertising Law.

4 114. Wag engaged in the advertising and marketing alleged herein with the intent to
5 directly or indirectly influence the sale of Wag’s services to customers, including Plaintiffs.

6 115. Wag knew or should have known that its representations assuring consumers of its
7 dedication to pet welfare were likely to deceive a reasonable consumer purchasing its services.

8 116. Wag’s representations were false, misleading, and deceptive in violation of the
9 California False Advertising Law.

10 117. Wag’s deceitful business practices constitute false advertising. Plaintiffs and the
11 Class to seek equitable relief under the California False Advertising Law. Plaintiffs and the Class
12 seek restitution and equitable relief, including a public injunction to reform Wag’s safety and
13 sanitation practices to conform with industry standards and state and local laws and changes and
14 disclosures to Wag’s advertising to the public.

15 **SIXTH CLAIM FOR RELIEF**
16 **Violations of the Consumers Legal Remedies Act**
17 **Cal. Civ. Code §§ 1750 *et seq.***
On Behalf of Plaintiffs and the Class

18 118. Plaintiffs, individually and on behalf of the Class, incorporate by reference all the
19 allegations contained in the preceding paragraphs of this Class Action Complaint as fully set forth
20 herein.

21 119. Plaintiffs bring this claim individually and on behalf of the Class against Wag.

22 120. The Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750 *et seq.*, is
23 a California statute enacted to protect consumers involved in a transaction against unfair and
24 deceptive business practices.

25 121. Wag is a “person” under Cal. Civ. Code § 1761(c).

26 122. Plaintiffs and the Class are “consumers” under Cal. Civ. Code § 1761(d).

27 123. Wag’s acts and practices were intended to and did result in the sale of pet boarding
28 services to Plaintiffs and Class members in violation of Cal. Civ. Code § 1770, including:

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- 1 a) Representing that goods or services have characteristics that they do not have;
- 2 b) Representing that goods or services are of a particular standard, quality, or grade when
- 3 they were not;
- 4 c) Advertising goods or services with intent not to sell them as advertised; and
- 5 d) Representing that the subject of a transaction has been supplied in accordance with a
- 6 previous representation when it has not.

7 124. Wag’s representations and omissions were material because they were likely to
8 deceive reasonable consumers about the adequacy of safety and sanitation practices for pets.

9 125. Wag intentionally provided Plaintiffs and the Class with products containing
10 misrepresentations related to the company’s practices concerning sanitation, safety, and pet
11 welfare.

12 126. Plaintiffs and the Class relied on Wag’s representations in purchasing the
13 company’s services.

14 127. As a result of Wag’s conduct, Plaintiffs and the Class received an inferior service
15 from that which they were promised.

16 128. Plaintiffs, individually and on behalf of the Class, demand judgment against Wag
17 under the CLRA for declaratory and injunctive relief.

18 129. Plaintiffs, on behalf of themselves and the Class, further seek an order enjoining
19 Wag’s unfair or deceptive acts and practices, court costs, and attorneys’ fees under Cal. Civ. Code
20 § 1780(e).

21 130. Pursuant to Cal. Civ. Code § 1782(a), Plaintiffs will serve Defendant with notice of
22 its alleged violations of the CLRA by certified mail return receipt requested. If, within thirty days
23 after the date of such notification, Defendant fails to provide appropriate relief for its violations of
24 the CLRA, Plaintiffs will amend this Class Action Complaint to seek monetary damages.

25 131. Notwithstanding any other statements in this Class Action Complaint, Plaintiffs do
26 not seek monetary damages in conjunction with their CLRA claim—and will not do so—until this
27 thirty- day period has passed.

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(415) 788-4220

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, request that the Court order the following relief and enter judgment against Wag as follows:

- A. An Order certifying the proposed Class under Cal. Civ. Code § 382;
- B. An Order appointing Plaintiffs and their counsel to represent the Class;
- C. A declaration that Wag engaged in the illegal conduct alleged herein;
- D. An Order that Wag be permanently enjoined from its improper activities and conduct described herein and directing Wag to comply with state and local laws governing animal welfare;
- E. An order awarding Plaintiffs restitution and compensatory, consequential, and general damages, including nominal damages as appropriate, as allowed by law in an amount to be determined at trial;
- F. An order awarding punitive damages as allowed by law in an amount to be determined at trial;
- G. An Order awarding Plaintiffs and the Class reasonable litigation expenses, costs, and attorneys’ fees;
- H. An Order awarding such other injunctive and declaratory relief as is necessary to protect the interests of Plaintiffs and the Class; and
- I. An Order awarding such other and further relief as the Court deems necessary, just, and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury for all claims and issues so triable.

1 Dated: December 22, 2023

/s/ Amber L. Schubert

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ROBERT C. SCHUBERT (No. 62684)
AMBER L. SCHUBERT (No. 278696)
SCHUBERT JONCKHEER & KOLBE LLP
2001 Union Street, Suite 200
San Francisco, California 94123
Telephone: (415) 788-4220
Facsimile: (415) 788-0161
E-mail: rschubert@sjk.law
aschubert@sjk.law

Counsel for Plaintiffs

SCHUBERT JONCKHEER & KOLBE LLP
2001 Union Street, Suite 200
San Francisco, CA 94123
(415) 788-4220

EXHIBIT B

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)	
Electronically FILED	
by Superior Court of California, County of San Mateo	
ON	1/8/2024
By	/s/ Priscilla Tovar Deputy Clerk

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):** Wag Hotels, Inc.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ALISON WISDOM, JEFFREY WISDOM, and MICHELLE SHELTON, Individually and on Behalf of All Others Similarly Situated

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN MATEO
(El nombre y dirección de la corte es):

400 County Center Redwood City, CA 94063

CASE NUMBER: 24-CIV-00040
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Amber L. Schubert (278696), 2001 Union Street, Suite 200, San Francisco, California 94123, TL: (415) 788-4220

DATE: 01/08/2024

(Fecha)

Neal I. Taniguchi

Clerk, by

/s/ Priscilla Tovar

, Deputy

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): Wag Hotels, Inc.
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address)</i> Schubert Jonckheer & Kolbe Amber Schubert SBN 278696 2001 Union St., Suite 200 San Francisco, CA 94123 TELEPHONE NO: <u>415-788-4220</u> FAX NO <i>(Optional)</i> : E-MAIL ADDRESS <i>(Optional)</i> : <u>aschubert@sjk.law</u> ATTORNEY FOR <i>(Name)</i> : Plaintiff	FOR COURT USE ONLY <p style="text-align: center;">Electronically FILED</p> by Superior Court of California, County of San Mateo ON 1/24/2024 By <u>/s/ Haley Correa</u> Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, 94063-1655 BRANCH NAME: San Mateo	
PLAINTIFF / PETITIONER: ALISON WISDOM, et al. DEFENDANT / RESPONDENT: WAG HOTELS, INC.	CASE NUMBER: 24-CIV-00040
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 10254064 (22022275)

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
 I served copies of:
 - a. Summons
 - b. Complaint
 - c. Alternative Dispute Resolution (ADR) Package
 - d. Civil Case Cover Sheet *(served in complex cases only)*
 - e. Cross-Complaint
 - f. Other *(specify documents)*: Notice of Designation as Complex Case, Setting of a Case Management and Trial Setting Conference, and Complex Fees Due, Appropriate Dispute Resolution Information Sheet, Case Management Statement (BLANK)
3. a. Party served *(specify name of party as shown on documents served)*:
 WAG HOTELS, INC.
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) *(specify name and relationship to the party named in item 3a)*:
 Brian Miller - Person Authorized to Accept Service of Process
4. Address where the party was served:
 1759 Enterprise Blvd, West Sacramento, CA 95691
5. I served the party *(check proper box)*
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on *(date)*: _____ (2) at *(time)*: _____
 - b. **by substituted service.** On *(date)*: Wed, Jan 17 2024 at *(time)*: 02:28 PM I left the documents listed in item 2 with or in the presence of *(name and title or relationship to person indicated in item 3)*:
 Annalise O. (Hisp/F/35/160/5'5/BrnH/BrnE), Operations Manager - Person in Charge of Office
 - (1) **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on *(date)*: _____ from *(city)*: _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLAINTIFF / PETITIONER: ALISON WISDOM, et al. DEFENDANT / RESPONDENT: WAG HOTELS, INC.	CASE NUMBER: 24-CIV-00040
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5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): _____ (2) from (city): _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (specify means of service and authorizing code section): _____
6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify): _____
- c. as occupant.
- d. On behalf of (specify): WAG HOTELS, INC.
under the following Code of Civil Procedure section:
- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| <input type="checkbox"/> other: _____ | |
7. **Person who served papers**
- a. Name: Brandon Ortiz
- b. Address: 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954
- c. Telephone number: 800-938-8815
- d. **The fee** for service was: \$175.00
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor
- (ii) Registration No: 2012-37
- (iii) County: Sacramento
8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- or
9. I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: January 18, 2024

Brandon Ortiz

(NAME OF PERSON WHO SERVED PAPERS / SHERIFF OR MARSHAL)

InfoTrack US, Inc. - P000618
1400 N McDowell Blvd, Suite 300
Petaluma, CA 94954
800-938-8815



(SIGNATURE)

PLAINTIFF / PETITIONER: ALISON WISDOM, et al. DEFENDANT / RESPONDENT: WAG HOTELS, INC.	CASE NUMBER: 24-CIV-00040
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DECLARATION OF MAILING

(This form must be attached to another form or court paper before it can be filed in court.)

I am a citizen of the United States, over the age of 18 and not a party to the within action. My business address is 1400 N McDowell Blvd, Suite 300, Petaluma, CA 94954.

On 1/18/2024, after substituted service under section CCP 415.20(a) or 415.20(b) or FRCP 4(e)(2)(B) or FRCP 4(h)(1)(B) was made (if applicable), I mailed copies of the:

Summons, Complaint, Civil Case Cover Sheet, Notice of Designation as Complex Case, Setting of a Case Management and Trial Setting Conference, and Complex Fees Due, Appropriate Dispute Resolution Information Sheet, Case Management Statement (BLANK)

to the person to be served at the place where the copies were left by placing a true copy thereof enclosed in a sealed envelope, with First Class postage thereon fully prepaid, in the United States Mail at Petaluma, CA, addressed as follows:

WAG HOTELS, INC.
Brian Miller - Person Authorized to Accept Service of Process
1759 Enterprise Blvd
West Sacramento, CA 95691.

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

Date: 1/18/2024
Sandra Alcalá

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

- Attorney for Plaintiff Petitioner Defendant
 Respondent Other (Specify): InfoTrack US, Inc.

EXHIBIT D

ATTORNEY OR PARTY WITH CALIFORNIA PROBATE, FAMILY, STATE BAR NUMBER, AND ADDRESS: Amber L. Schubert (278696) 2001 Union Street, Suite 200 San Francisco, CA 94123 TELEPHONE NO.: (415) 788-4220 FAX NO. (Optional): E-MAIL ADDRESS: aschubert@sjk.law ATTORNEY FOR (Name): Alison Wisdom, Jeffery Wisdom, Michelle Shelton

FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of San Mateo ON 1/3/2024 By /s/ Anthony Berini Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Southern Branch

CASE NAME: WISDOM v. WAG HOTELS, INC.

CIVIL CASE COVER SHEET [x] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less) Complex Case Designation [] Counter [] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 24-CIV-00040 JUDGE: DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case: Auto Tort [] Auto (22) [] Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort [] Asbestos (04) [] Product liability (24) [] Medical malpractice (45) [] Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort [x] Business tort/unfair business practice (07) [] Civil rights (08) [] Defamation (13) [] Fraud (16) [] Intellectual property (19) [] Professional negligence (25) [] Other non-PI/PD/WD tort (35) Employment [] Wrongful termination (36) [] Other employment (15) Contract [] Breach of contract/warranty (06) [] Rule 3.740 collections (09) [] Other collections (09) [] Insurance coverage (18) [] Other contract (37) Real Property [] Eminent domain/Inverse condemnation (14) [] Wrongful eviction (33) [] Other real property (26) Unlawful Detainer [] Commercial (31) [] Residential (32) [] Drugs (38) Judicial Review [] Asset forfeiture (05) [] Petition re: arbitration award (11) [] Writ of mandate (02) [] Other judicial review (39) Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) [] Antitrust/Trade regulation (03) [] Construction defect (10) [] Mass tort (40) [] Securities litigation (28) [] Environmental/Toxic tort (30) [] Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment [] Enforcement of judgment (20) Miscellaneous Civil Complaint [] RICO (27) [] Other complaint (not specified above) (42) Miscellaneous Civil Petition [] Partnership and corporate governance (21) [] Other petition (not specified above) (43)

2. This case [x] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management: a. [] Large number of separately represented parties d. [] Large number of witnesses b. [x] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court c. [x] Substantial amount of documentary evidence f. [] Substantial postjudgment judicial supervision 3. Remedies sought (check all that apply): a. [x] monetary b. [] nonmonetary; declaratory or injunctive relief c. [] punitive 4. Number of causes of action (specify): Negligence; Cal. Bus. & Prof. Code §§ 17200, 17500; Cal. Civ. Code §§ 1750 5. This case [x] is [] is not a class action suit. 6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)


Date: 12/22/2023 Amber L. Schubert (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

EXHIBIT E

	SUPERIOR COURT OF SAN MATEO COUNTY Civil Division 400 County Center, 1 st Floor, Room A Redwood City, CA 94063 (650) 261-5100 www.sanmateo.courts.ca.gov	FOR COURT USE ONLY <h1 style="font-size: 2em; margin: 0;">FILED</h1> SAN MATEO COUNTY 134/2024 Clerk of the Superior Court /s/ Anthony Berini <hr/> DEPUTY CLERK
PETITIONER/PLAINTIFF: ALISON WISDOM AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED; JEFFREY WISDOM, AND ON BEHLAF OF ALL OTHERS SIMILARLY SITUATED; MICHELLE SHELTON AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED		
RESPONDENT/DEFENDANT: WAG HOTELS, INC.		
NOTICE OF DESIGNATION AS COMPLEX CASE, SETTING OF A CASE MANAGEMENT AND TRIAL SETTING CONFERENCE, AND COMPLEX FEES DUE		CASE NUMBER: 24-CIV-00040

Pursuant to California Rule of Court 3.400 and Local Rule 3.300, the Court has deemed this action to be a complex case.

ASSIGNED DEPARTMENT INFORMATION

Contact information for your assigned department is as follows:

Judicial Officer	Department Phone	Department E-mail
	650-261-5103	Dept3@sanmateocourt.org and complexcivil@sanmateocourt.org

A Case Management and Trial Setting Conference is set for 4/3/2024 at 2:00 PM in Department 3 of this Court. In anticipation of the Case Management and Trial Setting Conference, counsel for the parties should be prepared to discuss at the hearing and file and serve written Case Management and Trial Setting Conference statements (**in prose and details, not using the standardized Judicial Council form**) with a courtesy copy emailed to complexcivil@sanmateocourt.org AND to Dept3@sanmateocourt.org **at least five court days prior to the Conference**, as to the following:

- a. Status of Pleadings and Appearance of all Named Parties;
- b. Status of Discovery, including status of document production, status of depositions, status of completion of merits discovery, and status of expert discovery;
- c. Status of Settlement or Mediation;
- d. All Pending Motions and hearing date;
- e. Any anticipated motions and proposed briefing schedule; and
- f. Any other matters for which the parties seek Court ruling or scheduling.

Pursuant to Government Code Section 70616, the complex case fee and the first appearance fee must be paid at the time of filing of the first paper in this complex case. Plaintiff(s) pay a single complex case fee of \$1,000 on behalf of all plaintiffs, whether filing separately or jointly. Defendant(s) pay a complex case fee of \$1,000 each on behalf of each defendant, intervenor, respondent, or adverse party, whether filing separately or jointly, at the time that that party files its first paper in this case, not to exceed \$18,000 total.

PLAINTIFF(S) ARE REQUIRED TO SERVE A COPY OF THIS NOTICE ON ALL OTHER PARTIES TO THIS ACTION OR PROCEEDING, and promptly file proof of service.

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that I am the clerk of this Court, not a party to this cause; that I served a copy of this notice on the below date, by hand by electronic service to the parties or their counsel of record at the email addresses set forth below and shown by the records of this Court or by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this Court, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at Redwood City, California.

Date: 1/3/2024

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Anthony Berini
Anthony Berini, Deputy Clerk

Notice being served on:

AMBER L SCHUBERT
SCHUBERT JONCKHEER & KOLBE LLP
2001 UNION STREET
SUITE 200
SAN FRANCISCO, CA 94123

EXHIBIT F

Case Information

24-CIV-00040 | ALISON WISDOM AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED vs Wag Hotels, Inc.

Case Number
24-CIV-00040
File Date
01/03/2024

Court
Civil Unlimited
Case Type
Complex Civil Unlimited Class
Action

Judicial Officer
Healy, Nicole S.
Case Status
Active

Party

Plaintiff
ALISON WISDOM AND ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED

Active Attorneys ▼
Lead Attorney
SCHUBERT, AMBER L
Retained

Plaintiff
JEFFREY WISDOM, AND ON BEHLAF OF ALL OTHERS SIMILARLY
SITUATED

Active Attorneys ▼
Lead Attorney
SCHUBERT, AMBER L
Retained

Plaintiff
MICHELLE SHELTON AND ON BEHALF OF ALL OTHERS SIMILARLY
SITUATED

Active Attorneys ▼
Lead Attorney
SCHUBERT, AMBER L
Retained

Defendant
Wag Hotels, Inc.

Cause of Action

File Date	Cause of Action	Type	Filed By	Filed Against
01/03/2024	Complaint	Action	ALISON WISDOM AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED JEFFREY WISDOM, AND ON BEHLAF OF ALL OTHERS SIMILARLY SITUATED MICHELLE SHELTON AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED	Wag Hotels, Inc.

Events and Hearings

01/03/2024 New Filed Case
01/03/2024 Complaint ▼
Complaint
01/03/2024 Civil Case Cover Sheet ▼
Civil Case Cover Sheet
01/03/2024 Declaration in Support ▼

Declaration in Support DECLARATION OF AMBER L. SCHUBERT IN SUPPORT OF COMPLANT FOR VIOLATION OF CAL.

Comment

DECLARATION OF AMBER L. SCHUBERT IN SUPPORT OF COMPLANT FOR VIOLATION OF CAL. CIV. CODE 1750

01/03/2024 Notice of Assignment for All Purposes ▼

Notice of Assignment for All Purposes

01/03/2024 Cause Of Action ▼

Action	File Date
Complaint	01/03/2024

01/08/2024 Amended Summons Issued / Filed ▼

Amended Summons Issued / Filed

01/23/2024 Order for Recusal ▼

Order for Recusal

Judicial Officer
Greenberg, Susan

01/24/2024 Proof of Service by SUBSTITUTED SERVICE of ▼

Proof of Service by SUBSTITUTED SERVICE of SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; ETC...

Comment

SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; ETC...

01/25/2024 Order for Reassignment ▼

Order for Reassignment Type: JUDGE GREENBERG RELIEVED, REASSIGNED TO JUDGE HEALYSigned by: JUDGE GA

Comment

Type: JUDGE GREENBERG RELIEVED, REASSIGNED TO JUDGE HEALY Signed by: JUDGE GARRATT Date Signed: 1/24/2024

01/25/2024 Notice of Reassignment for All Purposes ▼

Notice of Reassignment for All Purposes

01/26/2024 Proof of Service by MAIL of ▼

Proof of Service by MAIL of ORDER OF RECUSAL

Comment
ORDER OF RECUSAL

01/29/2024 Case Management Order ▼

Affidavit of Mailing

Case Management Order

Comment
#1

04/03/2024 Case Management and Trial Setting Conference ▼

Judicial Officer
Healy, Nicole S.

Hearing Time
9:00 AM

04/03/2024 Case Management and Trial Setting Conference ▼

Judicial Officer
Greenberg, Susan

Hearing Time
2:00 PM

Cancel Reason
Vacated

Financial

ALISON WISDOM AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

Total Financial Assessment	\$1,435.00
Total Payments and Credits	\$1,435.00

1/4/2024	Transaction Assessment	\$1,435.00
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1/4/2024	eFile Online Payment	Receipt # 2024-000350-HOJ	Wisdom, Alison	(\$1,435.00)
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Documents

Complaint

Civil Case Cover Sheet

Declaration in Support DECLARATION OF AMBER L. SCHUBERT IN SUPPORT OF COMPLANT FOR VIOLATION OF CAL.

Notice of Assignment for All Purposes

Amended Summons Issued / Filed

Order for Recusal

Order for Reassignment Type: JUDGE GREENBERG RELIEVED, REASSIGNED TO JUDGE HEALYSigned by: JUDGE GA

Notice of Reassignment for All Purposes

Proof of Service by SUBSTITUTED SERVICE of SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; ETC...

Proof of Service by MAIL of ORDER OF RECUSAL

Affidavit of Mailing

Case Management Order

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Alison Wisdom, Jeffrey Wisdom, and Michelle Shelton

(b) County of Residence of First Listed Plaintiff San Bernardino, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Robert C. Schubert, Amber L. Schubert, Schubert Jonckheer & Kolbe LLP 2001 Union St., Ste. 200, San Francisco, CA 94123

DEFENDANTS

WAG HOTELS, INC.

County of Residence of First Listed Defendant Sacramento, CA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Nicole C. Valco, Scott D. Joiner, Ward A. Penfold, Latham & Watkins LLP 505 Montgomery St., Ste. 2000, San Francisco, CA 94111

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. §§ 1332(d), 1441, 1446, and 1453

Brief description of cause:

Allegedly unlawful pet care conditions and advertising practices, removed under Class Action Fairness Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 02/26/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Nicole C. Valco

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wag Hotels Lawsuit Claims Dozens of Pets Have Gotten Sick Due to Overcrowding, Unsanitary Conditions](#)
