

Electronically
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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.
28

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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.

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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.

28

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

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

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

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

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

- 18 a) Whether Wag owed a duty of care to its customers and their pets;
- 19 b) Whether Wag breached its duty of care to its customers by failing to
20 implement policies and procedures to ensure the welfare of customers’ pets;
- 21 c) Whether Wag had knowledge of the abuse and neglect at its California
22 facilities;
- 23 d) Whether Wag’s representations and omissions in its advertising are false,
24 deceptive, and misleading;
- 25 e) Whether Wag had knowledge that its representations and omissions in its
26 advertising were false, deceptive, and misleading;
- 27 f) Whether Wag’s representations and omissions in its advertising are likely to
28 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.

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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

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.

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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.

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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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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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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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