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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF ALAMEDA**

11  
12 **SHERRILYN MILLER**, an individual,  
13 Plaintiff.

14 v.

15 **PETSMART, INC.**, a Delaware Limited  
Liability Company; and **DOES 1 through**  
16 **10**, inclusive,

17 Defendants.

CASE NO.: \_\_\_\_\_

**COMPLAINT FOR:**

- 1) **NEGLIGENCE;**
- 2) **NEGLIGENCE PER SE;**
- 3) **NEGLIGENT HIRING,  
SUPERVISION, AND RETENTION;**
- 4) **INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS**

**JURY TRIAL DEMANDED**

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**COMPLAINT**

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1 Plaintiff **SHERRILYN MILLER (“PLAINTIFF”)** brings this action, by and through  
2 her attorneys, for damages against Defendants **PETSMART, INC. (“PETSMART”)** and **DOES**  
3 1 through 10, inclusive, (herein after, “**DEFENDANTS**”), and each of them. **PLAINTIFF**  
4 hereby complains of **DEFENDANTS**, and/or each of them, named hereinabove as follows:

5 **INTRODUCTION**

6 1. This action arises out of the negligent, reckless, wrongful, and/or unlawful  
7 conduct of **PETSMART**, wherein on July 23, 2019, at or around 2:00 p.m., an incompetent  
8 and/or inadequately and poorly trained **PETSMART’s** employee at the San Leandro  
9 **PETSMART<sup>1</sup>**, secured bows to **WINTER – PLAINTIFF’S** two (2) year old Malshi dog and  
10 emotional support animal – after a bath by tightly winding nude-colored rubber-bands directly  
11 around **WINTER’S** ears, thereby cutting off blood-flow and/or circulation to **WINTER’S** ears,  
12 nearly killing the dog and resulting in severe and debilitating injury to **WINTER**, which required  
13 and continues to require on-going treatment and/or repair, including surgery immediately  
14 following discovery of the injury which required the veterinarian to make several small  
15 punctures all over **WINTER’S** ears with an 18g needle to allow the blood blisters that had  
16 formed to drain.



<sup>1</sup> Located at 15555 East 14th Street #603, San Leandro, CA 94578

1           2.       Securing bows to a dog’s fur is an added service that PETSMA**R**T’s promotes and  
2 advertises, and for which it also charges extra for. **PLAINTIFF** paid extra on July 23, 2019, to  
3 have PETSMA**R**T put two bows on **WINTER** after her bath.

4           3.       When **PLAINTIFF** picked up **WINTER** from PETSMA**R**T at approximately  
5 5:00 p.m. on July 23, 2019, **PLAINTIFF** could not visibly see any rubber-bands secured around  
6 **WINTER’S** ears because they were very tightly wound, **WINTER** has long, fluffy fur, and  
7 **WINTER’S** skin is close in color to the rubber-bands that were used.



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22           4.       The following morning, on July 24, 2019, **PLAINTIFF** noticed that **WINTER**  
23 was lethargic and that liquid seemed to be coming out of her ears onto the floor, and when  
24 **PLAINTIFF** investigated further, she discovered to her shock and horror that PETSMA**R**T had  
25 attached the bows to **WINTER** by tightly wrapping rubber-bands around both her ears.

26           5.       **WINTER** was rushed into surgery the same day in an attempt to save her ears  
27 and her life.

1           6.       **WINTER'S** right and left ears were subject to significant injury and trauma. The  
2 bands around **WINTER'S** ear resulted in inadequate blood supply. Both ears were inflamed and  
3 had multiple hematomas. The right ear also sustained lacerations.

4           7.       A managing agent of **PETSMART** admitted the fault of both **PETSMART** and  
5 its employee afterward by telling **PLAINTIFF** that (1) rubber bands had been used to secure the  
6 bows, (2) a bather had applied the bows to **WINTER** and a bather is not supposed to do bows,  
7 (3) the bather who handled **WINTER** was a brand new bather and had only gone through  
8 “expedited” training, (4) **PETSMART** had since retrained the bather, and (5) **PETSMART** was  
9 willing to pay for all medical treatment **WINTER** required and **PLAINTIFF** could have two  
10 free future grooming sessions at **PETSMART**.

11           8.       The number of incidents since 2009 where pets have sustained serious injury or  
12 death while in the care of **PETSMART** groomers is alarming. **PETSMART'S** directors, officers  
13 and/or managing agents had knowledge that pets were sustaining serious, sometimes fatal,  
14 injuries while being groomed at **PETSMART** prior to **WINTER'S** incident, but failed to take  
15 the necessary measures to eliminate and/or minimize such injury and harm to pets, including but  
16 not limited to, improving groomer training, supervision and/or certification. This is despite being  
17 the sole trainer, supervisor and “safety certifier” of its own groomers. In the meantime,  
18 **PETSMART** spent millions of dollars advertising itself as a company that cares deeply for pets,  
19 using the well-known slogan: “Where pets are family,” and its recent slogan: “For the love of  
20 pets.”

21           9.       As a direct and foreseeable consequence of the wrongful conduct and/or  
22 omissions of **DEFENDANTS**, and each of them, **PLAINTIFF** herself has also sustained serious  
23 emotional injuries, as well as economic losses, as set forth below.

24 **II.       JURISDICTION AND VENUE**

25           10.       This court has jurisdiction over this matter pursuant to California Code of Civil  
26 Procedure § 395, because at all times relevant, **DEFENDANTS**, and each of them, resided in  
27 and/or did business in the State of California and the events which combined to produce the  
28 injuries sustained by **PLAINTIFF** occurred in the County of Alameda, State of California.

1 11. Venue is proper in the County of Alameda because a substantial part of the  
2 events, acts, omissions and/or transactions complained of herein occurred in and/or originated  
3 from Alameda County, State of California. The amount in controversy exceeds the jurisdiction  
4 minimum of this court.

5 **III. PARTIES**

6 **A. Plaintiff**

7 12. Plaintiff **SHERRILYN MILLER** is a natural person who is, and at all times  
8 relevant to this claim was, a resident of Alameda County. **PLAINTIFF** was the owner of  
9 **WINTER**, who was an emotional support animal that **PLAINTIFF** has owned and relied upon  
10 for emotional support since **WINTER** was a young puppy.

11 **B. Defendants**

12 13. Plaintiffs are inform and believe, and thereon allege, the defendant **PETSMART,**  
13 **INC. (PETSMART)** is, and at all times relevant to this claim was, a corporation doing business  
14 in the County of Alameda, State of California, organized and existing under the laws of the State  
15 of Delaware, with its principle place of business located at 19601 N. 27<sup>th</sup> Avenue, Phoenix,  
16 Arizona 85027. **PETSMART** dominates the retail pet industry, including grooming and  
17 boarding services for pets, being recently named by Forbes as the forty-seventh largest privately-  
18 held company in the United States with 55,000 employees nationwide and reporting annual  
19 revenue for 2018 of approximately \$8 billion.<sup>2</sup>

20 **C. Other Defendants**

21 14. The true names and capacities, whether individual, corporate, associate or  
22 otherwise of the Defendants DOES 1 through DOES 10, inclusive, are unknown to Plaintiff who  
23 therefore sues said Defendants by such fictitious names pursuant to Code of Civil Procedure §  
24 474. Plaintiff further alleges that each of said fictitious Defendants are in some manner  
25 responsible for the acts and occurrences hereinafter set forth. Plaintiff will amend this Complaint  
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28 <sup>2</sup> America's Largest Private Companies: #47 PetSmart, Forbes (2018) available at:  
<https://www.forbes.com/companies/petsmart>

1 to show their true names and capacities when the same are ascertained, as well as the manner in  
2 which each fictitious Defendant is responsible.

3 **D. Agency & Concert of Action**

4 12. At all times herein mentioned, Defendants, and each of them, hereinabove, were  
5 the agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint  
6 venturers of each of the other Defendants named herein and were at all times operating and  
7 acting within the purpose and scope of said agency, service, employment, partnership, enterprise,  
8 conspiracy, and/or joint venture, and each Defendant has ratified and approved the acts of each  
9 of the remaining Defendants. Each of the Defendants aided and abetted, encouraged, and  
10 rendered substantial assistance to the other Defendants in breaching their obligations to  
11 Plaintiffs, as alleged herein. In taking action to aid and abet and substantially assist the  
12 commission of these wrongful acts and other wrongdoings complained of, as alleged herein, each  
13 of the Defendants acted with an awareness of his/her/its primary wrongdoing and realized that  
14 his/her/its conduct would substantially assist the accomplishment of the wrongful conduct,  
15 wrongful goals, and wrongdoing.

16 **IV. FACTUAL BASIS FOR THE CLAIMS ASSERTED**

17 **A. Winter is a Third-Generation Emotional Support Dog**

18 13. **PLAINTIFF** has diagnosed PTSD and low blood pressure, and for a long time  
19 has relied upon the support and care of an emotional support animal for her health and well-  
20 being.

21 14. **WINTER'S** grandmother was **PLAINTIFF's** first emotional support dog. After  
22 **WINTER'S** grandmother passed, **WINTER'S** father became **PLAINTIFF'S** next emotional  
23 support animal. **WINTER'S** father was bred with another Malshi with the intention of creating  
24 another emotional support dog as he got older, and thus **WINTER** entered **PLAINTIFF's** life.

25 15. **WINTER** began training almost immediately at 6 weeks old in order to be able  
26 to help **PLAINTIFF** with her needs. For example, **PLAINTIFF's** low blood pressure causes her  
27 to faint and **WINTER** is able to alert **PLAINTIFF** of her rising blood pressure so that she is  
28 better able to regulate this and avoid episodes of fainting.

1           16.     **WINTER** goes everywhere with **PLAINTIFF** and is her companion in life.

2           **B.     Winter's Incident**

3           17.     On July 23, 2019, **PLAINTIFF** took **WINTER** to **PETSMART** in San Leandro  
4 for a bath. She paid an extra 3 dollars for bows to be put in her fur. **PLAINTIFF** dropped  
5 **WINTER** off at 2:00 p.m. and was back to pick her up at 5:00 p.m.

6           18.     The next day, **PLAINTIFF** and **WINTER** followed their normal routine. She  
7 took **WINTER** out for a bathroom break and brought her into her office to start her day.  
8 **WINTER** was acting slightly out of the norm, with less energy than usual.

9           19.     Slightly before noon, **PLAINTIFF** checked on **WINTER** and noticed that there  
10 were liquid drops on the ground below **WINTER**.

11          20.     Concerned and confused, **PLAINTIFF** removed **WINTER** from her kennel and  
12 noticed that her ears were wet and leaking fluid. Her ears also seemed swollen and resembled big  
13 black rocks.

14          21.     **PLAINTIFF** rushed back to **PETSMART** and the Veterinary center within it.  
15 The grooming department immediately admitted that the groomer must have improperly put the  
16 rubber bands for the bows around **WINTER'S** ears instead of around the hair.

17          22.     Within 20 minutes of arriving at **PETSMART**, **WINTER** was in surgery.

18          23.     **WINTER'S** surgery required the veterinarian to make many small punctures to  
19 her ears with an 18g needle to allow the blood blisters that had formed to drain.

20          24.     The veterinarian noted that if a few more hours had passed, **WINTER** mostly  
21 likely would have lost both her ears entirely. And if twenty-four (24) hours had passed,  
22 **WINTER** likely would have died.

23          25.     It took weeks for **WINTER** to physically recover, but **WINTER** is still  
24 emotionally traumatized from the incident and now behaves like a traumatized dog with PTSD.

25          26.     Prior to the incident, **WINTER**, although young, was a very independent and  
26 dependable dog. She provided **PLAINTIFF** with the support and companionship she needed.  
27 **PLAINTIFF** felt confident she could lean on **WINTER** for assistance. Since the incident, the  
28 roles have changed dramatically.



1 27. **PLAINTIFF** is now the one providing emotional support to **WINTER**.  
2 **WINTER** will not leave **PLAINTIFF'S** side and is constantly behaving in a needy and anxious  
3 manner. **WINTER** will dive into **PLAINTIFF'S** lap whenever she is sitting and is constantly  
4 nudging and following her to get her attention. This behavior is very out of character for the  
5 trained emotional support animal.

6 28. **PLAINTIFF** feels more anxious and on edge as a result. Normally, she is able to  
7 depend on **WINTER** to provide her with the support she needs, but since the incident, **WINTER**  
8 is the one that needs someone to depend on.

9 **C. Petsmart Advertises Safe, Professional, and Caring Treatment of Pets**

10 29. The well-known slogan for **PETSMART** is: "**Where pets are family.**"

11 30. **PETSMART's** website advertises: "Making dogs & cats look great is our  
12 passion! Our academy-trained Pet Stylists have **over 800 hours of hands-on grooming**  
13 **instruction that includes bathing, trimming & styling at least 200 dogs of all breeds & sizes**  
14 **plus annual safety certification.** We offer complete bath, haircut & walk-in grooming  
15 services."<sup>3</sup> Adding: "**It takes a special set of skills to help pets look and feel their best.** At  
16 PetSmart, our professional Pet Stylists can do just that." *Id.*

17 31. **PETSMART's** mission statement reads: "Whether it's finding the right pet, the  
18 best food or the perfect toy, signing up for training and grooming sessions, checking into a  
19 PetsHotel, or taking home a newly adopted dog or cat, we have the answers. We're  
20 **PETSMART.**"

21 32. In 2015 alone, **PETSMART** spent \$112.9 million on measured media in the U.S.  
22 promoting its brand and services.<sup>4</sup> And spent over \$100 million on media again in 2019.<sup>5</sup>

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<sup>3</sup> <http://pets.PetSmart.com/services/grooming/> (accessed on 11/15/2016).

27 <sup>4</sup> June 9, 2016. "Animals Go Shopping in PetSmart's 'The Secret Life of Pets' Campaign." AdvertisingAge.  
Retrieved from [http://adage.com/article/cmo-strategy/pets-shopping-PetSmart-s-secret-life-of-pets-](http://adage.com/article/cmo-strategy/pets-shopping-PetSmart-s-secret-life-of-pets-campaign/304364/#nav-mobile)  
28 [campaign/304364/#nav-mobile](http://adage.com/article/cmo-strategy/pets-shopping-PetSmart-s-secret-life-of-pets-campaign/304364/#nav-mobile).

<sup>5</sup> <https://advertisers.mediaradar.com/petsmart-advertising-profile#MediaSpend>

1           **D.     Petsmart Trains Groomers at Petsmart Grooming Academy**

2           33.     The **PETSMART** website claims “We ensure that each professional pet stylist is  
3 qualified to care for your pet. Academy-trained stylists complete over 800 hours of hands-on  
4 instruction and safety certification, working with at least 200 dogs of all breeds and sizes.  
5 Because we pride ourselves on having the highest safety standards in the industry, PetSmart  
6 requires every salon associate to be safety certified annually. Similar to the PetSmart’s stylists,  
7 PetSmart’s Stylist Apprentices complete 33 hours of hands-on instruction and safety  
8 certification, working with at least 125 dogs  
9 during their training. The Stylist Apprentice is  
10 responsible for the grooming process of dogs  
11 that do not require clipper work such as  
12 Labradors and Boxers.”<sup>6</sup>

13           34.     Further, in response to the  
14 FAQ: “How can I be sure the best services are  
15 provided?”, **PETSMART** website provides:  
16 “At check-in, a safety-certified salon associate  
17 will perform a thorough Hands-On Pet  
18 Assessment to address your pet’s unique  
19 needs. During this assessment, we will check  
20 your pet’s skin, coat, ears, nails and teeth.”

21           35.     And a bath is considered and  
22 offered as a grooming service on  
23 **PETSMART’S** website:

The screenshot displays the 'Grooming Salon Menu' with a 'hide options' link. It lists four services:

- Bath & Full Haircut**: For dogs who need a bath & haircut. Service includes: Oxygen-infused bath with shampoo & blow... (show more)
- Bath & Haircut with FURminator®**: For dogs who need a bath, haircut & extra attention to their coats to help reduce... (show more)
- Bath & Brush with FURminator®**: For dogs who need a bath plus extra attention to their coats to help reduce shedding. service... (show more)
- Bath & Brush**: For dogs who just need a bath to maintain a healthy-looking coat, clean ears & trimmed...

28           <sup>6</sup> <https://services.petsmart.com/content/grooming-faq>

1           36. There is no government agency or regulatory body that administers an annual  
2 safety certification of pet groomers, and therefore, on information and belief, **PETSMART**  
3 creates, administers, and/or implements the safety certification of its groomers.

4           37. **PETSMART** only pays its groomers a mere \$8.00 to \$15.00/hour.<sup>7</sup>

5           **E. Petsmart Knew Groomers Were Seriously Injuring Pets and Failed to Fix the**  
6           **Problem**

7           38. The infliction of serious injury or death to pets in the care of **PETSMART**  
8 groomers has been reported through the media and consumer protection agencies for years. The  
9 incidences of serious injury or death also occur within **PETSMART** stores and under the care of  
10 **PETSMART** employees, indicating **PETSMART**'s full knowledge and awareness of the  
11 problem. Since **PETSMART** groomers are trained and certified through **PETSMART**,  
12 **PETSMART** also has control over the means of reducing serious injury or death to pets while  
13 being groomed. Despite such knowledge, awareness, and means of control, **PETSMART** failed  
14 to fix and/or address the problem. Instead, **PETSMART** continued to advertise itself as a  
15 company that cared about a consumer's pet like it was "family," and that all groomers were  
16 extensively and adequately trained and certified to provide professional and safe care to pets.

17           39. Consumeraffairs.com has recorded numerous reports of pets being seriously  
18 injured and/or killed while in the care of **PETSMART**. The reports span **PETSMART** locations  
19 around the country and date back to 2010—approximately six years before Henry's death.

20           40. Consumer reports to Consumeraffairs.com regarding injury and/or death include,  
21 but are not limited to, the following:

22           a. On April 27, 2010, a customer reported witnessing a groomer slap and  
23 yell at her dog after the dog yelped from having its nails cut too short.

24           b. On March 16, 2011, a customer reported she had to take her dog to the  
25 emergency room after her dog was cut and bruised at **PETSMART**.

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<sup>7</sup> [http://www.payscale.com/research/US/Employer=PetSmart\\_Inc./Hourly\\_Rate](http://www.payscale.com/research/US/Employer=PetSmart_Inc./Hourly_Rate) (accessed on 11/15/2016).

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- c. On August 2, 2012, a customer reported her dog sustained a torn cruciate ligament while being groomed at **PETSMART**.
- d. On August 24, 2012, a customer reported that both of her dog’s ears were badly cut and dripping blood after being in the care of **PETSMART**.
- e. On March 18, 2013, a customer reported witnessing a **PETSMART** groomer drag her dog away and whack the dog’s head on a swinging door while another groomer roughly grab a dog’s leg and slam it down on a table.
- f. On April 1, 2014, a customer reported her dog died while getting a nail trim by a groomer at **PETSMART**.
- g. On April 5, 2014, a customer reported her dog was acting erratic after returning from the **PETSMART** groomers. A veterinarian determined the dog had been “hit in the face very hard.”
- h. On May 11, 2014, a customer reported her dog sustained an eye injury while in the care of **PETSMART**. A veterinarian determined the injury was from blunt force trauma.
- i. On June 22, 2014, a customer reported a **PETSMART** groomer shaved her dog down to his skin, causing hot spots all over his body, in addition to cutting his penis.
- j. On January 20, 2015, a customer reported her dog was nearly shaved bald, could barely walk, and sustained an injury to its knees while being groomed at **PETSMART**.
- k. On January 20, 2015, a customer reported that her dog was killed by **PETSMART** groomers when receiving a haircut by two groomers who were holding the dog in a head lock and suffocated the dog.
- l. On February 7, 2015, a customer reported witnessing her dog fall off of the **PETSMART** grooming table and hang by the loop of the harness around its neck.

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- m. On March 22, 2015, a customer reported that their dog died within 45 minutes of being left with a **PETSMART** groomer, who had stated "I hope this dog doesn't give me a hard time, I've had a bad day" just prior to taking the dog.
- n. On March 24, 2015, a customer reported two of her dogs were injured while being groomed at **PETSMART**. One dog had the tip of its tongue cut off, and the other sustained a cut in the corner of its eye, narrowly missing the dog's eyeball.
- o. On March 27, 2015, a customer reported her dog received cuts to its legs while being groomed at **PETSMART**.
- p. On April 8, 2015, a customer reported abusive behavior she witnessed at **PETSMART**, including groomers swearing at dogs, yanking on them, carelessly dragging them around while knocking the dogs' heads into cabinets, and blowing high velocity dryers into crates to get the dogs to stop barking.
- q. On June 5, 2015, a customer reported her dog sustained a serious cut to its leg, requiring emergency treatment and three stitches. The customer apparently filed a police report and contacted **PETSMART** corporate, but never received a response.
- r. On June 22, 2015, a customer reported his dog's toe was broken during a **PETSMART** grooming session.
- s. On July 15, 2015, a customer reported her dog's testicles were cut in two places, in addition to a cut on the ear during a **PETSMART** grooming session, requiring nine stitches on his testicles and four stitches on his ear.
- t. On July 25, 2015, a customer reported her dog sustained a serious cut while being groomed at **PETSMART**.

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- u. On August 7, 2015, a customer reported her dog sustained a hairline fracture of one of its toes, causing the dog to limp, while receiving a nail trim by **PETSMART** groomers.
- v. On August 12, 2015, a customer reported her dog sustained cuts to its chest and ear while being groomed at **PETSMART**.
- w. On August 22, 2015, a customer reported their dog sustained a strained shoulder injury in the care of a **PETSMART** groomer. The customer subsequently complained to the store manager and corporate office.
- x. On September 9, 2015, a customer reported her dog suffered multiple cuts while being groomed at **PETSMART**.
- y. On October 8, 2015, a customer reported she witnessed a **PETSMART** groomer berate a dog, shove it twice, and then grab the dog and pull it's hair out, making the dog yelp in pain.
- z. On December 19, 2015, a customer reported her dog's ear was badly cut during a **PETSMART** grooming session and needed to be glued together.
- aa. On December 30, 2015, a customer reported her dog was cut during a **PETSMART** grooming session and required stitches.
- bb. On January 8, 2016, a customer reported his dog was being groomed at **PETSMART** when he sustained a bad cut to his paw, requiring surgery.
- cc. On March 7, 2016, a customer reported she witnessed her dog fall off of a table and hang by a restraint around its neck, while being groomed at **PETSMART**.
- dd. On March 21, 2016, a customer reported their dog's nails were cut so short during a **PETSMART** grooming session that the dog bled all over the backseat of the customer's vehicle on the way home.
- ee. On April 7, 2016, a customer reported his cat suffered a damaged trachea during a **PETSMART** grooming session, resulting in two lost teeth.

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- ff. On May 3, 2016, a customer reported her dog's tail was bent and broken while being groomed at **PETSMART**.
- gg. On May 9, 2016, a customer reported that immediately following a grooming session at **PETSMART**, his previously healthy dog was barely able to walk, had difficulty eating, and developed a fever. The dog was found dead by its owner less than two weeks later.
- hh. On May 17, 2016, a customer reported that a **PETSMART** groomer cut his dog's genitalia while the dog was being groomed.
- ii. On May 21, 2016, a customer reported a **PETSMART** groomer cut her dog's ear in half, lied about it, and kept her dog from her for hours as the **PETSMART** staff allegedly tried to cover up their mistake.
- jj. On May 26, 2016, a customer reported a **PETSMART** groomer "scalped" her dog, leaving it without any fur. According to a veterinarian, the dog was bleeding under its skin and died from its injuries.
- kk. On June 25, 2016, a customer reported their dog sustained an injury to her pancreas during a grooming session at **PETSMART**, leading to an infection which spread out of control and required the dog be put down.
- ll. On July 30, 2016, a customer reported that **PETSMART** groomers cut her dog's neck. The veterinarian described the cut as "not deep enough to see [the dog's] organs, but it's close."
- mm. On August 16, 2016, a customer reported witnessing a **PETSMART** groomer roughly pulling on a dog's head, jerking it around, and yelling at the dog.
- nn. On January 31, 2017, a customer reported picking up his dog from her **PETSMART** grooming appointment to find that she had a laceration to her head and her eye was entirely bloodshot.
- oo. On March 3, 2017, a customer reported picking up her dogs from a **PETSMART** grooming appointment to one unable to stand and the other

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limping with razor burn to her skin. Within the hour, the dog who was unable to stand was dead.

pp. On April 6, 2017, a customer reported picking up her dog from a **PETSMART** grooming appointment to find that his right eye was swollen shut and he was stumbling. A veterinary found multiple cuts on the dog covered by glued on pieces of hair.

qq. On October 24, 2017, a customer reported getting a call from **PETSMART** during her grooming appointment saying that she was not breathing and needed to be put on oxygen.

rr. On October 30, 2017, a customer reported a **PETSMART** groomer telling her that a bump on the head of her dog had “just appeared”, and that maybe she bumped her head on the kennel. The following day, this customer’s dog was unable to stand, walk straight and stopped getting up once she laid down. She was unresponsive and was clearly dizzy and off balance. After a trip to the vet, she was diagnosed with a concussion, one so severe it had to be the results of a blow to the head.

ss. On November 5, 2017, a customer reported witnessing her dog falling off the table and hanging by his neck twice when she stopped by early to pick up her pet from a **PETSMART** grooming appointment.

tt. On November 25, 2017, a customer reported that after a **PETSMART** grooming appointment, her dog was urinating blood which, after rigorous testing from a veterinarian, was suspected to be the result of trauma.

uu. On December 14, 2017, a customer reported picking up her dog from her **PETSMART** grooming appointment to find a huge scratch and cut on her stomach.

vv. On December 27, 2017, a customer reported bringing his dog to **PETSMART** to be groomed only to receive a phone call hours later



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stating that he was injured in the cage, is bleeding and it being rushed to surgery.

ww. On January 2, 2018, a customer reported their dog dying after being dropped off for grooming at **PETSMART**.

xx. On April 8, 2018, a customer reported seeing their dog hanging out the grooming harness by his neck in **PETSMART**.

yy. On April 23, 2018, a customer took her dog to a **PETSMART** groomer and received a phone call 15 minutes after leaving stating that her dog had vomited blood and was not breathing. A vet concluded he was dragged by his leash and collar causing this incident.

zz. On May 15, 2018, a customer reported taking her dog to a **PETSMART** groomer. She witnessed the groomer jerking the dog around to cut her nails. He was yanking on her legs so hard that she was screaming out and falling on the table.

aaa. On December 11, 2018, a customer reported taking her dog to a **PETSMART** groomer for a bath and a nail trim. After three hours, she returned to pick him up and he would not stop shaking. He did not eat or drink and a few days later, began to pass bloody stools. He was taken to a veterinarian and had to be euthanized.

bbb. On February 14, 2019, a customer reported a **PETSMART** groomer being distracted enough to allow her dog to fall off the table and hang by his throat.

ccc. On March 7, 2019, a customer reported that after taking her dog to **PETSMART** for a bath and nail trim, he was barely able to walk and had to be carried into the car.

ddd. On April 26, 2019, a customer reported that after **PETSMART** grooming appointment, her dog had rason burn in various areas of her body and multiple cuts.

1 eee. On June 29, 2019, a customer reported picking up his dog from a  
2 **PETSMART** groomer to find that her perianal region was razor burned,  
3 red and bloody.

4 fff. On July 12, 2019, a customer reported taking their dogs to **PETSMART**  
5 to be groomed. When she returned to pick the dogs up, one of them had a  
6 bloody eye.

7 ggg. On July 22, 2019, a customer reported witnesses a **PETSMART** groomer  
8 hitting a on a grooming table.

9 hhh. On January 20, 2020, a customer reported that her pet incurred an injury to  
10 her right eye during a stay in the **PETSMART** pet hotel. This injury was  
11 ignored during the duration of her stay and resulted in an eye infection.

12 iii. On February 28, 2020, a customer reported that a **PETSMART** groomer  
13 cut his dogs ear.

14 41. There have also been at least 47 instances reported by the press, dating back to  
15 2009, where pets were allegedly killed by **PETSMART** groomers.<sup>8</sup>

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19 <sup>8</sup> [1] P, Cheryl. (March 14, 2015). "PetSmart Dog Death: Bulldog 'Bubba' Chokes to Death During Routine Nail  
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1 **FIRST CAUSE OF ACTION**  
2 **NEGLIGENCE**  
3 **(Against All Defendants)**

4 2. **PLAINTIFF** re-alleges and incorporates by reference each and every paragraph  
5 above as though fully set forth herein.

6 3. **DEFENDANTS**, and/or each of them, negligently, carelessly, recklessly, and/or  
7 unlawfully groomed, styled, and/or applied bows, so as to cause the strangulation of blood flow  
8 to **WINTER'S** ears, nearly killing **WINTER** and resulting in severe and debilitating damage to  
9 **WINTER**, i.e. **PLAINTIFF'S** personal and unique property.

10 4. **DEFENDANTS**, and/or each of them, also negligently, carelessly, recklessly,  
11 and/or unlawfully caused **PLAINTIFF** to perceive the horrific injury to her beloved pet and  
12 emotional support animal.

13 5. As a direct and legal result of the said wrongful conduct and/or omissions of  
14 **DEFENDANTS**, and/or each of them, **PLAINTIFF** has sustained severe mental and emotional  
15 distress, nervousness, pain and suffering, which continues to this day. **PLAINTIFF** is informed  
16 and believes, and upon such information and belief alleges, that such injuries have resulted in  
17 debilitating injuries, all to her general damage in a sum according to proof.

18 6. As a direct and legal result of the said wrongful conduct and/or omissions of  
19 **DEFENDANTS**, and/or each of them, **PLAINTIFF** was required to, and continues to, employ  
20 physicians and other health care providers to examine, treat and care for her and/or **WINTER'S**  
21 injuries, and have incurred, and will continue to incur, medical and incidental expenses for such  
22 examination, treatment rehabilitation and care in an amount according to proof.

23 **SECOND CAUSE OF ACTION**  
24 **NEGLIGENCE PER SE**  
25 **(Against All Defendants)**

26 7. **PLAINTIFF** re-alleges and incorporates by reference each and every paragraph  
27 above as though fully set forth herein.

28 8. **DEFENDANTS**, and/or each of them, at all times mentioned, were under a  
statutory duty to comply with California Penal Code §597(b), which states: "whoever, having the

1 charge or custody of any animal, either as owner or otherwise, subjects any animal to needless  
2 suffering, or inflicts unnecessary cruelty upon the animal, or in any manner abuses any animal,  
3 or fails to provide the animal with proper food, drink, or shelter or protection from the weather,  
4 or who drives, rides, or otherwise uses the animal when unfit for labor, is, for each offense,  
5 guilty of a crime punishable pursuant to subdivision (d).” **DEFENDANTS**, and/or each of them,  
6 violated this statute when Defendants, and/or each of them, negligently, carelessly, recklessly,  
7 and/or unlawfully groomed, styled, and/or applied bows, so as to cause the strangulation of blood  
8 flow to **WINTER’S** ears, nearly killing **WINTER** and resulting in severe and debilitating  
9 damage to **WINTER**, i.e. **PLAINTIFF’S** personal and unique property.

10 9. As a direct and legal result of said violation, **PLAINTIFF** suffered the harm  
11 hereinabove set forth.

12 **THIRD CAUSE OF ACTION**  
13 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**  
14 **(Against Defendant PETSMART, INC. and DOES 5-10, inclusive)**

14 10. **PLAINTIFF** re-alleges and incorporates by reference each and every paragraph  
15 above as though fully set forth herein.

16 11. Upon information and belief, Defendant **PETSMART** hires, trains, supervises,  
17 and/or certifies employees to groom pets.

18 12. The **PETSMART** employee who groomed, styled, and/or applied the bows to  
19 **WINTER** (and whose identity is unknown at this time, but who will be DOE-ed in when  
20 discovered) was unfit and/or incompetent to perform the work for which he/she was hired,  
21 trained, supervised, and/or certified, and Defendant **PETSMART** knew and/or should have  
22 known the employee was unfit and/or incompetent and that this unfitness and/or incompetence  
23 created a risk of harm to the personal property of its consumers, including but not limited to, the  
24 beloved pets of those consumers, which foreseeable include emotional support animals.

25 13. As a direct and legal result of the said wrongful conduct and/or omissions of  
26 Defendants **PETSMART**, **PLAINTIFF** suffered, and continues to suffer, the damages  
27 hereinabove set forth.

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1           14.     The officers, directors and/or managing agents of **PETSMART** had advanced  
2 knowledge that **PETSMART** groomers were causing serious harm to pets at alarming rates  
3 during the administration of grooming services and/or while the pet was in the care of  
4 **PETSMART** for grooming services. The officers, directors and/or managing agents of  
5 **PETSMART**, and each of them, also had advanced knowledge that a failure to fix the problem  
6 would result in the probability of a catastrophic event, which foreseeably would lead to harm  
7 and/or injuries to **PLAINTIFFS**, and to consumers generally, wherein consumers and/or  
8 **PLAINTIFFS** would suffer the loss of a well-loved pet and/or be forced to perceive and/or  
9 witness the infliction of serious injury and/or death to a well-loved pet. The officers, directors  
10 and/or managing agents of **PETSMART** had complete control over groomer training,  
11 supervision, retention, and safety certification, including but not limited to, the number of  
12 training hours required, the type of training (whether it be hands-on or classroom based), the  
13 curriculum for training, who administers the training, evaluation and/or testing during the  
14 training process, the rubric for determining aptitude, the process to obtain annual safety  
15 certification, the requirements to be certified, evaluation of whether an employee meets those  
16 requirements, and/or whether an employee is certified. Despite having this complete control, the  
17 officers, directors, and/or managing agents of **PETSMART** intentionally chose to not spend  
18 necessary funds for assessing, evaluating, fixing, addressing and/or improving the way grooming  
19 services are provided so as to eliminate the problem, including but not limited to improving  
20 training, supervision, retention, and/or safety certification of groomers. Instead, **PETSMART**  
21 chose to spend funds on marketing itself as a company that exercises the utmost care and safety  
22 when servicing the beloved pets of consumers. The failure not to fix the problem foreseeably and  
23 predictably led to well-loved pets being severely injured and/or killed, in addition to pet owners  
24 and consumers being forced to perceive and/or witness the infliction of serious injury and/or  
25 death to a pet. The wrongful acts and/or omissions of **PETSMART**, as herein set forth, were  
26 made, adopted, approved, authorized, endorsed and/or ratified by their officers, directors or  
27 managing agents, and were done maliciously, oppressively, fraudulently and/or with a willful  
28 and knowing disregard of the probable dangerous consequences for the health and safety of

1 **PLAINTIFFS** and their community. Such action was done with malice, oppression and/or fraud  
2 and was and is despicable, shocking and offensive and entitles the **PLAINTIFFS** to an award of  
3 punitive damages against **PETSMART** in an amount to be determined at trial.

4 **FOURTH CAUSE OF ACTION**  
5 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  
6 **(Against All Defendants)**

7 15. **PLAINTIFF** re-alleges and incorporates by reference each and every paragraph  
8 above as though fully set forth herein.

9 16. As set forth above, the action of **DEFENDANTS**, and/or each of them, was  
10 outrageous and demonstrated complete disregard for **PLAINTIFF**'s emotional support dog.

11 17. **DEFENDANTS**, and/or each of them, inflicted serious injury to a dog when  
12 applying bows to **WINTER**, which is a routine grooming and/or styling service that  
13 **DEFENDANTS**, and/or each of them, provide and for which **DEFENDANT** charged  
14 **PLAINTIFF** additional money to have such service done. Instead of securing the bows to  
15 **WINTER'S** fur, as is the widely known industry standard for how to apply bows to a dog's fur,  
16 **DEFENDANTS**, and/or each of them, secured the bows by tightly winding a skin-colored  
17 rubberband around each of **WINTER'S** ears, strangling the bloodflow to **WINTER'S** ears in a  
18 manner that was concealed from her owner and which was against all industry standards of care  
19 and reasonability.

20 18. **DEFENDANTS**, and/or each of them, acted with intent to cause severe,  
21 emotional distress to **PLAINTIFF**, and/or acted in conscious disregard of the probability that  
22 **PLAINTIFF** would suffer severe emotional distress, especially considering that **WINTER** was  
23 an emotional support dog for **PLAINTIFF**. The conduct of **DEFENDANTS**, and/or each of  
24 them, was so extreme as to go beyond the bounds of decency and be regarded as intolerable in a  
25 civilized society.

26 19. As a direct and legal result of the wrongful conduct and/or omissions of  
27 **DEFENDANTS**, and/or each of them, **PLAINTIFF** suffered, and continues to suffer, the  
28 injuries and damages hereinabove set forth.

1           **20.** In doing the wrongful and intentional act as herein alleged, **DEFENDANTS**,  
2 and/or each of them, acted with oppression, fraud, and malice and with conscious and willful  
3 disregard for the health, safety and general welfare and rights of **PLAINTIFF**. Such action was  
4 done with malice, oppression and/or fraud and was and is despicable, shocking and offensive and  
5 entitles **PLAINTIFF** to an award of punitive damages against **DEFENDANTS**, and/or each of  
6 them, in an amount to be determined at trial.

7 **VI. PRAYER FOR RELIEF**

8           WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor on every  
9 claim for relief set forth above and award them relief including, but not limited to, the following:

- 10           1. For general damages in an amount according to proof at trial, and beyond the  
11           jurisdictional minimum of this Court;
- 12           2. For economic losses, in an amount according to proof at trial;
- 13           3. For repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
14           personal property;
- 15           4. For interest upon any judgment entered as provided by law;
- 16           5. For costs of suit herein included;
- 17           6. For punitive/exemplary damages; and
- 18           7. For such other and further relief as the Court may deem just and proper.

19 Dated: July 1, 2020

**COTCHETT, PITRE & McCARTHY, LLP**

20 By: 

21 \_\_\_\_\_  
ALISON E. CORDOVA  
Attorneys for Plaintiffs

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23 **VII. JURY DEMAND**

24 Plaintiff demand trial by jury on all issues so triable.

25 Dated: July 1, 2020

**COTCHETT, PITRE & McCARTHY, LLP**

26 By: 

27 \_\_\_\_\_  
ALISON E. CORDOVA  
Attorneys for Plaintiffs