

1
2 FILED
3 3/15/2023
4 Timothy W Fitzgerald
5 Spokane County Clerk

6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **COUNTY OF SPOKANE**

8 **AMELIA LYLE**, individually and on behalf
9 of all similarly situated, and **VIRGINIA**
10 **EDMONDS**, individually and on behalf of all
11 similarly situated;

12 Plaintiffs,

13 vs.

14 **DOG SCIENCES, LLC dba UNLEASHED**
15 **ACADEMY and DOGOLOGY NW**; and
16 **MARY DAVIES**, individually and DBA
17 **DOGOLOGY NW**;

18 Defendants.

Case No.: 23-2-01030-32

CLASS ACTION COMPLAINT

19 Plaintiffs **AMELIA LYLE** and **VIRGINIA EDMONDS**, through attorney of record
20 **ADAM P. KARP of ANIMAL LAW OFFICES, PLLC**, allege:

21 **JURISDICTION, PARTIES, AND VENUE**

- 22 **1.** This court has subject-matter jurisdiction over this action.
- 23 **2.** Plaintiff **AMELIA LYLE** resides in California. She brings this Class Action
24 pursuant to CR 23 on behalf of all similarly situated persons.
- 25 **3.** Plaintiff **VIRGINIA EDMONDS** resides in Spokane, Washington. She brings this
Class Action pursuant to CR 23 on behalf of all similarly situated persons.
- 4.** Defendant **DOG SCIENCES, LLC (“DSLCC”)** transacts business from 16614 E.
Sprague Ave., Spokane Valley, Spokane Cy., Washington, under the fictitious business name of
UNLEASHED ACADEMY. It has UBI number 604-570-581.

CLASS ACTION COMPLAINT - 1

ANIMAL LAW OFFICES, PLLC
114 W. Magnolia St., Ste. 400-104 • Bellingham, WA 98225
(888) 430-0001 • Facsimile: (833) 878-6835
adam@animal-lawyer.com

1 unfair competition, violation of Tex. Bus. & Comm. Code § 16.103.

2 **16.** On 5.20.21, United States District Court Judge Orlando L. Garcia of the Western
3 District of Texas (San Antonio Division) entered an *Agreed Final Order* in *A Matter of Time, Inc.*
4 *d/b/a Dogologie v. Dog Sciences, LLC d/b/a Dogology and Dogology NW*, Case No. 5:20-CV-
5 1314.

6 **17.** By said order, DSLLC admitted that it infringed Dogologie’s Marks and Property.

7 **18.** By said order, DSLLC agreed to pay \$15,000 to Dogologie; to phase out all use of
8 similar marks covered by Dogologie, including “Dogology,” “Dogology NW” or similar
9 Dogology-formative marks; and to permanently stop selling and advertising, directly or indirectly,
10 goods and services under the Accused Marks likely to cause confusion with, dilute, or infringe the
11 Dogologie Marks and Property; and that, after the Phaseout Period, DSLLC could only use its
12 existing dogologynw@gmail.com email for forwarding purposes.

13 ***Two Judges Adjudicate Bogus Service Animal Case***
14 ***Against Davies and Dogology NW***

15 **19.** On 12.10.20, **AMY FELLOWS** entered into a contract with Davies/Dogology NW
16 to purchase a certified puppy service dog (Level 8) for her autistic, disabled child in the sum of
17 \$18,500.

18 **20.** On 3.21.21, Davies signed and provided to Fellows a *Service Dog Certification*
19 stating, “This confirms that BEEP has completed professional training and is certified as a Service
20 Dog on 3/21/21.”

21 **21.** Upon delivery of Beep to Fellows on 3.25.21, Beep was not finished or suitable as
22 a trained service dog. Beep was at best a liability and not “certified” to meet the standards of ADA
23 Public Access or Advanced Socialization.

24 **22.** Fellows sued Davies and Dogology NW in *Fellows v. Davies dba Dogology NW*,
25 Spokane Cy. Dist. Ct. No. 2162540, and prevailed in the sum of \$9500 plus costs.

1 **23.** On 1.25.22, Judge Patti Connolly Walker found that Davies and Dogology NW
2 failed to meet the contract requirements of providing a certified service animal, depriving Fellows
3 of a trained service animal for her autistic child.

4 **24.** Further, Judge Connolly Walker found the contract provision disclaiming any
5 warranty of fitness for particular purpose was both procedurally and substantively unconscionable.

6 **25.** Davies and Dogology NW appealed the district court judgment to Spokane County
7 Superior Court in what was later captioned as *Fellows v. Davies*, Spokane Cy. Sup. Ct. No. 22-2-
8 00377-32.

9 **26.** On 10.6.22, in a *de novo* trial on the record, Superior Court Judge Charnelle
10 Bjelkengren found that Fellows had proved damages beyond \$10,000.

11 **27.** In its *Findings of Fact, Conclusions of Law, and Judgment Summary*, the superior
12 court also concluded as a matter of law that Davies and Dogology NW breached an express
13 warranty certifying Beep as a service animal.

14 **28.** The superior court further concluded as a matter of law that Davies and Dogology
15 NW breached the implied warranty of fitness for a particular purpose of training Beep as an autistic
16 service animal.

17 **29.** The superior court additionally concluded as a matter of law that Davies and
18 Dogology NW materially breached the contract by failing to provide a certified Service Dog, much
19 less one fit for the purposes of serving Fellows's autistic child. It added that Beep was not remotely
20 sufficiently trained, not suited to public access conditions incumbent upon a service animal, and
21 was irremediable despite nearly a year of additional training and assessment by reputable
22 professionals.

23 **30.** The superior court found Davies and Dogology NW liable for breach of contract
24 and breach of warranty and, further, that Fellows was entitled to more than \$10,000, the
25

jurisdictional cap.

1
2 **31.** Davies and Dogology NW asked the superior court to reconsider its judgment, but
3 on 1.31.23, it refused to disturb any of the foregoing findings and conclusions recited herein.

4 ***Davies and DSQLC’s National Advertising Campaign Replete with***
5 ***Misleading Representations as to Competency and Credentialing***

6 **32.** DSLLC’s webpage unleashedacademy.com/behavior-modification states:

7 We are professional dog behaviorists and trainers here to help you have a better
8 relationship with your dog. Our behavioral team has completed personal coaching
9 and training with Cesar Millan, and we’ve adopted his Calm-Confident approach
10 to create a well-behaved dog and confident human leader.

11 **33.** DSLLC’s webpage unleashedacademy.com/behavior-modification adds:

12 **Behaviorists – not trainers:** Our staff members are professionally certified canine
13 behaviorists, not trainers dangling treats. We don’t bribe your dog, instead we use
14 methods that your dog understands through instinct. The result: well-trained dogs
15 who know how to behave alongside the humans in their lives. Trust our years of
16 experience and our knowledge of dog behavior. Stop living in frustration and start
17 loving life with your dog.

18 **34.** DSLLC’s webpage unleashedacademy.com/our-team states: “We are canine
19 behaviorists who train dogs and their humans. Our mission is simple: A happy dog means a happy
20 home.”

21 **35.** DSLLC’s webpage unleashedacademy.com/our-team provides purported
22 credentials for its “team,” including Davies, who advertises herself as a “Certified Canine
23 Behaviorist” with additional certifications in “Canine Psychology” and “Canine Communication.”
24 She also advertises herself as a “Service Dog Specialist.”

25 **36.** As early as 2018, while operating Dogology NW as her sole proprietorship, Davies
ran a website dogologynw.com. The webpage dogologynw.com/team stated on 8.6.20 that Davies
was a “Certified Canine Behaviorist,” had a “Canine Psychology-Diploma” and “Canine
Communication-Diploma” and was a “Service Dog Specialist.” She also described “Blake,”
“Kim,” LaTisha,” “Wes,” “Krysta,” “Tameka,” “Heather,” “Samantha,” “Pace’,” and “Denise” as

1 “Professional Canine Behaviorists.” And she described “Blake,” “Kim,” LaTisha,” “Wes,”
2 “Krysta,” and “Samantha” as “Service Dog Specialists.”

3 **37.** Davies affixes the suffix “CPC” by her name, even on Dogology NW and DSLLC
4 correspondence, contracts, and service animal certificates.

5 **38.** On information and belief, CPC is short for “Certified Professional Coach,” as in a
6 Certified Professional Business Coach, Certified Professional Relationship Coach, and/or
7 Certified Professional Life Coach, all certifications she purportedly received from the World
8 Coach Institute of Boca Raton, Fla. Such certifications have nothing to do with dog training, nor
9 do they remotely make her a behaviorist, yet this credential misleads the consuming public to
10 believe it carries any canine-related import. Indeed, her LinkedIn page lists only four “Licenses &
11 certifications,” none of which pertains to dogs.

12 **39.** In *Fellows*, Davies testified in open court to being a “professional behaviorist” and
13 that she was trained by Cesar Millan, which is hardly a reassuring endorsement when one considers
14 his aversive and cruel methods to be substandard and injurious psychologically to dogs.

15 **40.** While Davies’s LinkedIn page claims she studied at the Ethology Institute of
16 Cambridge (“EIC”), making her a “Professional K9 Behaviorist, K9 Behavior,” Davies never
17 actually reports that she obtained a degree or certificate of any kind from this strictly online entity,
18 which is not accredited as a college or university. Indeed, the Institute admits that “other
19 educational institutions usually give our students credits for their accomplished studies, though
20 this occurs at their discretion only.” The EIC appears to be a one-man show, run by Roger
21 Abrantes, Ph.D. Its website is ethology.eu.

22 **41.** While the Ethology Institute offers certifications – viz., Certified Professional Dog
23 Trainer (“CPDT”), Certified in Applied Canine Ethology (“CACE”), and Certified in Advanced
24 Applied Ethology (“CAAE”) – Davies has acquired neither CPDT, CACE, or CAAE.

25 **42.** Davies completed only a single online course from EIC, titled “Canine Behavior,”
on 11.4.17.

43. Davies did not complete any certification program with EIC and has not been
CLASS ACTION COMPLAINT - 6

1 certified by the EIC.

2 **44.** On information and belief, Davies did not obtain a “diploma” in “Canine
3 Psychology” or “Canine Communication” from any college, university, or school, much less one
4 in the United States or certified by any American entity or service. And, if she did, she fails to
5 identify the source on dogologynw.com, unleashedacademy.com, or her LinkedIn page.

6 **45.** Davies is not listed as a certificate holder with the Certification Council for
7 Professional Dog Trainers (“CCPDT”), which is the leading independent certifying organization
8 for dog training professionals.

9 **46.** Nor is Davies listed as a Canine Professional with the International Association of
10 Canine Professionals (“IACP”) [canineprofessionals.com], which is the entity to which Cesar
11 Millan directs the public searching for a “professional assistant” [cesarsway.com/contact-us/].

12 **47.** Cesar Millan does not certify anyone as a trainer, behaviorist, or bestow any other
13 professional designation but, rather, merely confirms that a person has attended his workshop(s).

14 **48.** Nor is Davies listed with the International Association of Animal Behavior
15 Consultants (“IAABC”), an international organization founded in 2004 to standardize and support
16 the practice of animal behavior consulting and training.

17 **49.** Nor is Davies a member of the Association of Professional Dog Trainers (“APDT”).

18 **50.** Nor does Davies boast any certification as a *service* animal trainer or *service* animal
19 behaviorist.

20 **51.** DSLLC advertises three individuals by their first names only – “Skylar,” “Britnee,”
21 and “Matthew,” claiming they are all “Professional Canine Behaviorist[s]” and “Service Dog
22 Specialist[s].”

23 **52.** DSLLC also advertises its COO, “Katie” as a “Professional Canine Behaviorist”
24 and “Service Dog Specialist.” Katie is Katie Williams.

25 **53.** Williams is not certified with EIC, IACP, CCPDT, or IAABC, either.

54. On information and belief, none of these individuals possesses any legitimate,
recognized certification or degree that qualifies them to advertise or represent themselves as a

1 “behaviorist” or “specialist,” further misleading the public.

2 **55.** Similarly, on information and belief, none of the individuals identified as Davies’s
3 or DSLLC’s “team” possess legitimate, recognized certifications or degrees to qualify them to
4 represent themselves as a “behaviorist” or “specialist,” also misleading the public.

5 **56.** In the industry, to call oneself a “behaviorist” requires a Masters or Ph.D. in
6 behavioral science or a DVM or VMD with a behavioral residency. See
7 corecaab.org/qualifications (concerning Certified Applied Animal Behaviorists) and see dacvb.org
8 (American College of Veterinary Behaviorists).

9 **57.** Despite their lack of adequate training and certification, Davies’s and DSLLC’s
10 employees or agents were routinely compelled to live with at least six (6) puppies, in addition to
11 the employee or agent’s own animals, in some cases in the dozens and far beyond any manageable
12 number.

13 **58.** DSLLC’s webpage unleashedacademy.com describes itself as follows:

14 Unleashed Academy offers Autism and Psychiatric service dogs, training classes
15 and behavior modification to help families enjoy life with a canine companion.
16 We’re committed to improving the quality of life for clients, caregivers, and
17 families. Our dogs are in nearly every state in the US and we also offer local in
18 person training services to the Spokane, Washington and Coeur d’Alene, Idaho
19 region.

20 **59.** DSLLC’s webpage unleashedacademy.com/autism-ptsd-dogs advertises:
21 **Customized Training:** Our highly skilled Autism and Psychiatric service dogs are custom-trained
22 to recognize and interrupt self-harming behaviors or help de-escalate emotional meltdowns.” It
23 states the average Psychiatric or Autism Service dog is “\$25,000-40,000.” Finally, it represents,
24 “Our Service Dogs are compliant with all guidelines set forth by the Americans with Disabilities
25 Act (ADA), and are welcome in all public places.”

26 **60.** The representation of its employees, including but not limited to Blake, LaTisha,
27 Heather, Tameka, Kim, Krysta, Samantha, Pace’, Denise, Davies, Skylar, Britnee, Matthew, and
28 others, as behaviorists or specialists is unprofessional, unethical, and deceptive, for it misleads the
29 reasonable and ordinary consumer, causing consumer confusion, particularly among disabled

1 individuals, and, on information and belief, injured, had the capacity to injure, and has the ongoing
2 capacity to injure other consumers.

3 **61.** The representation that DSLLC provides customized training for autism and
4 psychiatric service by individuals with specialized service animal credentials, training, or expertise
5 is unprofessional, unethical, and deceptive, for it misleads the reasonable and ordinary consumer,
6 causing consumer confusion, particularly among disabled individuals, and, on information and
7 belief, injured, had the capacity to injure, and has the ongoing capacity to injure other consumers.

8 **62.** Davies's and DSLLC's false and misleading descriptions and representations of
9 fact were in connection with goods in commerce, targeting individuals particularly susceptible to
10 falling victim to deceptive and unfair acts and practices described herein, of which Davies and
11 DSLLC knew and took advantage. Said descriptions and representations in commercial advertising
12 and promotion misrepresented the nature, characteristics, and qualities of its goods, services, and
13 commercial activities, affecting the public interest and proximately causing injury to business and
14 property to vulnerable and disabled populations, thus violating the Consumer Protection Act, Ch.
15 19.86 RCW.

16 ***Davies and DSLLC Source Dogs from Commercial Breeding Enterprises, then Resell Them
17 for as Many as Dozens of Times over Acquisition Price, without being USDA-Licensed***

18 **63.** On information and belief, DSLLC acquires most, if not all, the numerous puppies
19 and dogs it sells nationwide from commercial breeding enterprises ("CBE"), including, for
20 instance, Colleen Kincaid of Kincaid K9s in Chanute, KS who, on information and belief, at one
21 time had many dozens of adult breeding dogs, and from others in the Midwest, a region notorious
22 for having the largest concentration of CBEs and what have been described by many as "puppy
23 mills."

24 **64.** On further information and belief, Davies had purchased hundreds of dogs
25 annually, by the entire litter, from CBEs, including Amish breeders, with Davies's predominant,
if not only, concern being whether the puppies were "cute." She would pay as little as possible for
them, typically a few hundred dollars each. On further information and belief, this practice has

1 continued with DSLLC.

2 **65.** On yet further information and belief, the ex-husband of COO for DSLLC (and
3 formerly Dogology NW) Katie Williams would pick up large numbers of puppies from breeders
4 in the Midwest and drive them non-stop to Washington without once letting them out of their
5 kennels, causing them to urinate and defecate all over themselves and suffer for countless hours in
6 transit.

7 **66.** It is presently unknown if Williams's ex-husband, or transporters used by Davies
8 and DSLLC, were ever USDA registered as carriers under the Animal Welfare Act, 7 U.S.C. §§
9 2132(i), 2136.

10 **67.** DSLLC acquires these dogs, the vast majority of whom are non-purebred, non-
11 AKC-registerable breeds, such as Goldendoodles and Bernedoodles, for, on information and
12 belief, under \$1000, but then sells them to the disabled consuming public for ten, if not more than
13 forty, times that cost through purported service animal training.

14 **68.** On 2.8.23, DSLLC's webpage unleashedacademy.com/autism-ptsd-dogs listed as
15 "Available" eighteen (18) puppies that it labels as "Service Dogs," and seventy-eight (78) dogs
16 (mostly puppies) as "Pending/Adopted Dogs" that it labels as "Adopted-Service Dog," "Adopted-
17 Special Value," or "Adopted-Pre-trained Pets."

18 **69.** Notably, none of the dogs identified as "Service Dogs" are in fact trained as such
19 prior to purchase. Rather, DSLLC uses this refrain, which precedes identification of the dog's
20 breed (e.g., "F1 Bernedoodle") and expected weight (e.g., "approximately 65-80 lbs.") followed
21 by an invitation to "Please call 509-844-6467, and we can discuss my special task options. I can't
22 wait to Serve you!" and concluding with a parenthetical that ostensibly provides a shorthand name
23 or acronym for the breeder and whelp date:

24 I'm available to be selected as your Service Dog! I'm temperament tested for
25 Autism, PTSD, Psychiatric, Mobility or Therapy. My price is determined by the
intensity of training you will need me to have.

70. Davies and DSLLC have also "quick sold" puppies and dogs who have not qualified
CLASS ACTION COMPLAINT - 10

1 for sale as purported service dogs due to behavioral or health issues. Even then, they are sold at
2 thousands more than the cost to acquire them.

3 71. Neither Davies nor DSLLC was ever USDA-licensed as a Class A or Class B
4 licensee.

5 72. While Davies and DSLLC may be exempted from requiring a license under the
6 Animal Welfare Act, they do not always provide the breeder's information to the purchaser and,
7 on information and belief, may have continued buying from a particular breeder who sold puppies
8 with many adverse health conditions, including but not limited to incontinence and hip dysplasia.

9 73. Davies and DSLLC deceptively, unfairly, and incompetently resold and resell
10 CBE-bred dogs as if they were "service animals."

11 ***DSLCC and Lyle***

12 74. In reliance on advertised credentials of Davies and her "team" as professional
13 behaviorists, certified or otherwise, as well as other representations on DSLCC's website recited
14 herein, Lyle made contact with DSLCC.

15 75. But for such deception, she never would have done business with DSLCC and was
16 fraudulently induced to enter any contractual arrangement with DSLCC.

17 76. DSLCC sold **ROBBIE**, which it characterized as a Level 15 First-Generation
18 Backcross Labradoodle in February 2022 for forty thousand (\$40,000) dollars with express
19 knowledge of, and agreement to tailor him to, her autism, anxiety, and depression, disabilities
20 ameliorated through episode interruption, deep pressure therapy, sleep companionship, and other
21 tasks and functions she hired DSLCC to inculcate in him.

22 77. Robbie was whelped on 4.30.21. Lyle later named him **ASTRO**.

23 78. DSLCC never provided Lyle with any paperwork purporting to certify Astro's
24 breeding.
25

1 **79.** Prior to signing DSLLC’s contract, DSLLC discussed with Lyle the various levels
2 of training, offering a Level 12 dog for \$30,000 or a Level 15 dog for \$40,000.

3 **80.** Lyle elected a Level 15 dog because she was informed by DSLLC that the extra
4 three months of training, valued at \$10,000 by DSLLC, would ensure mitigation of any difficulties
5 associated with training a young dog. This contract, executed 2.11.22, sought a deposit of \$10,000
6 with balance of \$30,000 due at pickup, estimated 7.30.22.

7 **81.** DSLLC’s *Adoption Agreement & Contract for Services* provided that Astro would
8 be relinquished to Lyle having “accomplished” a “State of Behavior,” viz., performing basic
9 commands to include sit, stay, come, kennel, household manners, age-appropriate potty skills with
10 complete supervision; vibration collar training; socialization with humans, and dogs; leash
11 training; and pottying on leash. ¶ 4.

12 **82.** It also provided that Astro would receive “Service and Advanced Training”
13 consisting of ADA Public Access Certification, Advanced Socialization, Deep Pressure Therapy
14 (“DPT”) on command, sleep companion, and episode interruption (tantrum/anxiety). ¶ 5.

15 **83.** Further, the *Agreement* expressly warranted that Astro was “certified by Unleashed
16 Academy in accordance with ADA standards as a service dog.” ¶ 10(e).

17 **84.** Relatedly, Davies, signing “Mary Davies, CPC,” certified Astro as having
18 “completed professional training and is certified as an Autism Service Dog on August 1, 2022.”
19 The document is titled *Service Dog Certification*.

20 **85.** The *Service Dog Certification* itself possesses logos indicating that Astro passed
21 not only the AKC Canine Good Citizen (“CGC”) test, but also the AKC Urban CGC Public Access
22 Test (“CGCU”), which, given observed behaviors after purchase by Lyle, call these representations
23 in doubt.
24

25 **86.** Davies, as an AKC evaluator, cannot test dogs she owns, per AKC Canine Good
CLASS ACTION COMPLAINT - 12

1 Citizen evaluator standards.

2 **87.** On information and belief, Davies never administered the CGC or CGCU tests to
3 Astro. Historically, Davies would review short videos prepared by her staff at various points in
4 time and simply conclude that those sufficed. This method does not remotely adhere to CGC or
5 CGCU protocols.

6 **88.** Assuming she tested Astro at all for CGC or CGCU, which is doubted as she never
7 provided Lyle with a copy of the AKC CGC and Urban CGC Test Registration Forms, as required
8 by the AKC, she could not have done so legitimately as, per DSLLC's contract, ownership did not
9 transfer to Lyle until after any such testing was done.

10 **89.** Further, Lyle never received an AKC, PAL, or AKC Canine Partners registration
11 number for Astro, which is required when sending the CGC(U) test reporting form to the AKC for
12 issuance of a certificate.

13 **90.** The CGCU does not itself certify the dog as a service animal and is not
14 commensurate with the International Association of Assistance Dog Partners ("IAADP") or
15 Psychiatric Service Dog Partners ("PSDP")'s Public Access Certification Test ("PAT").

16 **91.** Unconscionably, the contract sought to disclaim the implied warranty of fitness for
17 a particular purpose while at the same time "certifying" him as a service animal. ¶ 18.¹

18 **92.** Jennifer Rossey, who was his primary DSLLC "behaviorist," described him to Lyle
19 as "stubborn" and "dominant," but told her this only after she executed the *Agreement* and was
20 back in California. Had she known this in advance, she never would have signed the *Exit Form* or
21 taken him.

22 **93.** Astro had gone through four DSLLC trainers and was originally nearly disqualified
23
24
25

¹ RCW 62A.2-316(4) voids any attempted disclaimer of the implied warranty of fitness for any particular purpose.

1 as a service dog candidate altogether.

2 **94.** Through all his trainers, Astro was hyper, high-strung, had a hard time controlling
3 himself, and was not good in a pack. Astro was so distractable he would not even sit still to finish
4 a meal.

5 **95.** Astro showed a high predation drive toward cats and goats, of which Davies and
6 DSLLC knew prior to sale and delivery to Lyle.

7 **96.** Astro treed a cat and could not be called off.

8 **97.** Astro attacked a baby goat and could not be called off but had to be physically
9 pulled off by his trainer.

10 **98.** Davies was told about both incidents and, instead of telling Lyle or terminating the
11 contract, gave Astro to another trainer.

12 **99.** Within days, Astro attacked that new trainer's personal dog. Davies was made
13 aware of this as well, but still did not tell Lyle or terminate the contract, but gave Astro to a fourth
14 trainer, Rossey, who is the only individual that Lyle came to know was Astro's trainer.

15 **100.** Despite repeatedly showing vicious propensities that would render him a poor
16 candidate as a pet, much less a service dog, such information was fraudulently never disclosed by
17 DSLLC or Davies to Lyle prior to purchase.

18 **101.** On yet further information and belief, Astro was extremely ill for nearly two
19 months and nearly died.

20 **102.** During such duration, it is likely he was not trained, yet Lyle was paying for 15
21 months of intensive training.

22 **103.** Further, neither DSLLC nor Davies disclosed these health issues to Lyle. Indeed,
23 DSLLC's *Independent Contractor Agreement* requires, "Contractor shall not discuss or
24 communicate with client any information regarding the health of any dog. Contractor shall limit
25

1 communication with client to training and supplies related information only.” Though
2 denominated “independent contractors,” *respondeat superior* applies. This contractual term and
3 the fact neither DSLLC nor Davies informed Lyle of his adverse health conditions furthered the
4 deceptive and unfair nature of dealing by DSLLC.

5 **104.** Indeed, Davies told at least one employee to lie to clients about health conditions,
6 such as by telling a buyer that the dog needed dewormer as a preventative when, in fact, it was for
7 an extant condition that was causing symptoms like diarrhea.

8 **105.** In so doing, Davies and DSLLC knowingly sold dogs who were infected with
9 contagious, infectious, or communicable diseases, had been exposed to same in the previous thirty
10 days, or had been treated for same within the previous thirty days without notifying the purchaser
11 of the infection, exposure, or treatment, in violation of RCW 16.36.082, which constitutes a gross
12 misdemeanor.

13 **106.** Lyle paid four installments of \$10,000 before collecting Astro.

14 **107.** She took possession on 8.1.22 and completed on-site training on 8.5.22.

15 **108.** Within hours of leaving the last day of the training session with Astro, she observed
16 that he needed far more than “minimal maintenance” with behavior training.
17

18 **109.** He resisted basic commands and displayed severe distractibility that required repeat
19 commands and intervention *by Lyle*, an irony given his purported training to provide episodic
20 interruption *for Lyle*, a task for which he has continued to fail to signal reliably.

21 **110.** Astro required several hours of intense exercise daily over multiple sessions to burn
22 off his free-floating anxiety, though DSLLC told her it would only be “15-20 minutes of fetch”
23 and outside time to quell his drive. He had a nearly insatiable prey-drive to chase small animals.
24

25 **111.** Astro displayed aggression toward another dog (food/toy) and urinated indoors on
8.5.22, on the final date of training after leaving the session.

1 **112.** DSLLC materially breached the *Agreement* in several respects.

2 **113.** Astro failed to follow commands despite multiple repeats and would not obey if
3 distracted (which was often) [¶ 4(a)].

4 **114.** Astro did not respond to the vibration collar if distracted, prompting Davies to urge
5 Lyle to discontinue the collar, only to have Jennifer counter Davies and commend its use, causing
6 Lyle confusion on training protocols [¶ 4(b)].

7 **115.** Astro avoided unfamiliar humans and animals, and displayed aggression to another
8 dog on 8.5.22, after Lyle left Spokane with him [¶ 4(c)].

9 **116.** Astro pulled on the leash and did not auto-sit [¶ 4(d)].

10 **117.** Astro did not potty on leash [¶ 4(e)].

11 **118.** Astro engaged in situationally inappropriate behaviors and was overexcitable in
12 public areas, nor would he signal to Lyle's episodes as expected [¶ 5].

13 **119.** Lyle reported these concerns over Astro's behavior first to DSLLC's COO, Katie,
14 and behaviorist, Jennifer, on 8.6.22 via text, and then to Davies on 8.10.22 via phone.

15 **120.** During this call, Davies offered her options of (1) continued limited remote training
16 support, in which video call support was offered but not delivered; (2) local training support at the
17 Spokane facility, for which travel would be at Lyle's expense; (3) having Lyle pay \$7,000-\$10,000
18 for a trainer to travel to California to work with her; (4) returning Astro for a \$30,000 refund; or
19 (5) returning Astro and getting a replacement service dog.

20 **121.** On 8.13.22, Lyle accepted option (5) over text. On a call to discuss this option with
21 Davies and Katie on 8.15.22, Davies apparently took odd umbrage at Lyle repeating how Jennifer
22 described him as "stubborn," prompting her to admonish Lyle to not talk badly about her dogs,
23 and instead blaming Lyle for Astro's behavioral issues resulting from her inability to lead him.
24

25 **122.** Despite Davies's emotional reaction, Katie agreed to send Lyle an agreement for
CLASS ACTION COMPLAINT - 16

1 the exchange. Following this call, Lyle texted DSLLC asking for Davies to apologize for blaming
2 her and to acknowledge her concerns and take them seriously. Davies did not reply.

3 **123.** Instead, **DAVID BINGAMAN**, counsel for DSLLC, called Lyle and said, without
4 any legal basis, that option (5) was no longer possible. Rudimentary contract law principles
5 establish that the telephone call between Lyle and Katie constituted mutual assent, and DSLLC
6 was bound by that agreement, making the 8.15.22 call evidence of yet another breach.

7 **124.** Bingaman told Lyle that her “expectations are too high” and the “bridge was
8 already burned.”

9 **125.** Bingaman is a material witness subject to the restrictions of RPC 3.7, which
10 prohibits a lawyer from acting as an advocate at trial in which he is likely to be a necessary witness,
11 with exceptions as stated therein.

12 **126.** On 8.17.22, though she had no legal obligation to do, Lyle emailed Bingaman and
13 accepted option (4). Though she absolutely should never have needed to take a loss of \$10,000 in
14 this situation, she nonetheless decided at that time it was in her best interest to conclude that chapter
15 and find a properly trained service dog elsewhere.

16 **127.** So, when Bingaman sent her a contract memorializing what should have been a
17 straightforward partial refund agreement, only to provide one populated with material terms never
18 once discussed by Davies or Bingaman, Lyle quite rightly refused to sign.

19 **128.** The document Bingaman asked her to execute included startling terms that chilled
20 her freedom of speech and subjected her to potential damages and reasonable attorney’s fees, all
21 to be litigated only within Spokane County. They included Customer Representation [¶ 3], Non-
22 disparagement [¶ 4], Disclosure of Agreement [¶ 7], Breach/Attorneys’ Fees [¶ 8], and Choice of
23 Law and Venue [¶ 12].
24
25

129. No thoughtful attorney would let Lyle sign such a contract, so when she
CLASS ACTION COMPLAINT - 17

1 understandably balked at yet another breach of contract arising from Bingaman invaginating terms
2 to which she never agreed and for which certainly no consideration was given, he pressured her.

3 **130.** On 8.22.22, Bingaman emailed Lyle stating she had less than one hour to sign the
4 agreement or it would be permanently withdrawn. In his email, in an apparent attempt to dispute
5 her assertions of breach of the *Agreement*, he claimed that her *Exit Form* and being in a commercial
6 for DSLLC bespoke her full satisfaction with Astro.

7 **131.** However, Lyle signed the *Exit Form* before demonstration of basic (much less
8 advanced) tasks. Further, Astro was filmed in the immediate presence of his trainer, so his
9 perceived obedience had almost everything to do with him being within earshot and eyeshot of the
10 trainer, and very little if anything to do with Lyle.

11 **132.** Further, Lyle was shown a few short video clips (of him with some other person at
12 some other time in some other environment) and asked to execute a form that apparently did
13 precisely what DSLLC intended it to do – entrap and manipulate the buyer by rewriting a narrative
14 of events to extract apparent acceptance and cast it as a *post hoc* stipulation to contractual
15 performance.
16

17 **133.** The *Exit Form* was also presented to her at or near the time she paid the final
18 installment under the contract but before she could see Astro.

19 **134.** That this is presented to new buyers before any one-on-one training or meaningful
20 interactions, specifically those with known psychiatric disabilities, makes this entire process
21 suspect and threatening to vulnerable populations.

22 **135.** Any reliance upon the *Exit Form* as a purported defense against claims by
23 consumers is procedurally and substantively unconscionable, used as yet another deceptive and
24 unfair term in DSLLC’s arsenal to silence and take advantage of disabled consumers.
25

136. Lyle was also compelled to sign the form before taking possession of Astro,
CLASS ACTION COMPLAINT - 18

1 notwithstanding that she had parted with \$40,000, rendering it further unconscionable.

2 **137.** And the cameo in a video advertisement was represented expressly to Lyle as *not*
3 *an endorsement* but simply her explanation of why she sought out an autism service dog at a point
4 when she had not yet spent meaningful time with Astro to properly assess his behavior.

5 **138.** The entire tenor of the negotiations with DSLLC and Bingaman soured any
6 potential resolution and raised serious Consumer Protection Act (“CPA”) concerns in numerous
7 entrepreneurial respects.

8 **139.** Lyle had Astro seen by a professional trainer in California on 9.8.22.

9 **140.** The trainer confirmed serious training deficiencies in Astro, including but not
10 limited to noting he failed to distinctly train for episode interruption and DPT, for which Lyle paid
11 DSLLC handsomely.

12 **141.** Instead, as demonstrated in several video clips, DSLLC used the same cue to signal
13 both episode interruption and DPT, breeding nonreliability and confusion. Astro understandably
14 could not determine whether he should intrude upon Lyle’s space for episode interruption or
15 calmly wait for her cue for DPT. Further, episode interruption should be off-command, yet Astro
16 lacked this training. Such omission is hardly trivial given that a primary motivation for Lyle to
17 hire DSLLC was to have a dog who would, without hesitation or apprehension, detect when she
18 was having a behavioral episode and intervene without instruction, thereby terminating the cycle
19 and performing as promised.

20 **142.** He has never done this since she first met him on 8.1.22. In fact, her anxiolytic
21 episodes infect him with disruptive anxiety, rendering him nonserviceable while, at the same time,
22 depriving her of any benefit. Thus, instead of amelioration, DSLLC furnished Lyle with a dog who
23 pejorates, exacerbating her disability with inappropriate guilt for what harms she is innocently
24 inflicting upon him.

1 **143.** Lyle suffered and continues to suffer mental anguish as a proximate result of
2 DSLLC’s acts and omissions.

3 **144.** DSLLC knew or should have known of the mental anguish that would result from
4 negligent acts and omissions relative to the purported training and delivery to Lyle of a defective
5 “autism service dog.”

6 **145.** DSLLC defrauded Lyle, a disabled individual, and furnished her a dog who was
7 not only not trained as promised, but imperiled Lyle and others. Such predatory commercial
8 dealings are outrageous as defined at common law.

9 **146.** Lyle has not been able to use Astro as a service dog due to his intractability, lack
10 of proper training, and unreliable temperament.

11 **147.** Lyle physically manifested symptoms of emotional distress as a proximate result
12 of the acts and omissions described herein and sought medical treatment therefore.

13 **148.** Lyle has incurred and continues to incur substantial expenses, inconveniences,
14 losses of enjoyment of life, time, and labor to attempt to train Astro to the standard that DSLLC
15 contracted and warranted to provide, but has woefully failed in such endeavor without legitimate
16 professional support with dog training.

17 **149.** Lyle has incurred reasonable attorney’s fees and litigation expenses in an effort to
18 rectify DSLLC’s tortious acts, omissions, and misrepresentations.

19 **150.** DSLLC, directly and vicariously through its agents Davies, Bingaman, and others,
20 engaged in several unfair and deceptive practices in trade and commerce, proximately injuring
21 Lyle, including but not limited to:
22

23 (a) falsely advertising Davies’s credentials as a certified professional behaviorist, as well
24 as other deceptive and misleading representations on DSLLC’s website pertaining to other
25 “behaviorists” working for DSLLC, so as to induce Lyle to do business with DSLLC;

1
2 (b) falsely representing that Astro was a trained service animal and, in particular, an autism
3 service animal;

4 (c) falsely representing that Astro had been trained to reliably perform numerous contracted
5 tasks and functions;

6 (d) falsely representing that Astro had passed the CGC and CGCU;

7 (e) unfairly and deceptively failing to disclose to Lyle that Astro had vicious propensities,
8 making him utterly incompatible as any type of service animal, and which would have been
9 material information in deciding whether to consummate the sale or choose Astro at all, and which
10 exposed her to civil and criminal liability should he have predictably attacked another animal;

11 (f) unfairly and deceptively failing to disclose to Lyle that Astro had been gravely ill for
12 nearly two months, and never once reporting to her any of his adverse health issues, which would
13 have been material information in deciding whether to consummate the sale or choose Astro at all;

14 (g) foisting upon Lyle a contract containing numerous, procedurally and/or substantively
15 unconscionable terms, including but not limited to an attempt to disclaim the implied warranty of
16 fitness for a particular purpose when Astro was sold to her for numerous particular purposes,
17 among which included performing as an autism service dog; limiting the statute of limitations to
18 one year when, by law, she has six years for breach of written contract, and four years for violation
19 of the Consumer Protection Act;² and barring her from the constitutional right to trial by jury;³

20
21 (h) manipulating the process by which Lyle attempted to rectify the breach by reneging on
22
23

24
25 ² See *Tadych v. Noble Ridge Constr., Inc.*, 519 P.3d 199 (Wash.2022) – declaring one-year contractual limitation as
substantively unconscionable in constructive defect context.

³ Pre-dispute jury trial waivers are unenforceable in California. *Grafton Partners L.P. v. Superior Ct.*, 36 Cal.4th 944
(2005).

1 settlement agreements and then adding unconscionable terms while employing aversive pressure
2 tactics to compel her to sign; and

3 (i) taking advantage of psychiatrically disabled consumers through emotional manipulation
4 and forcing them to execute an *Exit Form* after they have paid in full but before they have seen the
5 dog so as to unconscionably extract an ineffective waiver against future claims of breach.

6 **151.** Such practices had, and on information and belief may continue to have, the
7 capacity to injure others.

8 **152.** DSLLC has also breached the implied duty of good faith and fair dealing that
9 attends to all substantive terms of the contract.

10
11 ***Davies and Edmonds***

12 **153.** On or about 7.1.19, Edmonds learned of Dogology NW on the internet and was
13 happy to find what was advertised to be the only service dog seller in the region, which happened
14 to be local to her Spokane-area residence.

15 **154.** Bolstered by what she read on the internet, Edmonds made contact with Davies.

16 **155.** At the time, Edmonds was 81 years of age, a widow, frail, diminutive in stature,
17 and disabled with Charcot foot, diabetes, and arthritis.

18 **156.** Edmonds told Davies that she was very interested in having a service dog to help
19 with daily activities, including walking.

20 **157.** Davies showed Edmonds “Chuck,” and said he was trained to sit, stay, place, come,
21 OK, no, and go potty, and that he was buzz collar trained for socialization with humans and dogs,
22 and was kennel trained.

23 **158.** Davies promised that he would heel by her side and keep straight and not pull or
24 endanger her safety.
25

1 **159.** Chuck was whelped 3.2.19.

2 **160.** Davies told Edmonds that if Edmonds was willing to wait three more weeks, she
3 could train Chuck as a service dog for Edmonds.

4 **161.** Edmonds agreed to wait that period of time.

5 **162.** Davies requested from Edmonds a nonrefundable check for \$3000 and an
6 agreement to pay the remainder of \$4850 at time of pick up in three weeks.

7 **163.** Davies assured Edmonds that Chuck would be a completely trained service dog.

8 **164.** Edmonds believed Davies, or she would not have considered spending that amount
9 of money due to her limited income.

10 **165.** On 7.5.19, Edmonds paid \$3000 to Davies and signed a *Bill of Sale & Contract for*
11 *Service Puppy Level 4 Chuck* (“BOSC”).

12 **166.** The *BOSC* identified the seller as “Mary Davies, CPC, Canine Behaviorist, Canine
13 Psychology, Canine Communication,” selling Chuck for \$7850, comprised of \$7500 for “Dog &
14 Training services,” \$300 for “Service Registration,” and \$50 for “Service Vest.”

15 **167.** The *BOSC* promised a “State of Behavior,” adding that, “The following shall be
16 accomplished prior to relinquishing ownership to buyer:, (sic) Basic commands to include sit, stay,
17 place, come, ok, no, go potty, , Buzz collar training, socialization with humans, socialization with
18 dogs, kennel trained,.”

19 **168.** Para. 3(c) of the *BOSC* warranted that Chuck would be a “purebred dog, offspring
20 of the purebred sire and purebred dam.”

21 **169.** The *BOSC* never identified Chuck’s breed.

22 **170.** The *BOSC*’s Par. 4 states, “Fitness of Purpose The Dog was trained as a Companion
23 or Pet, or Service trained animal, and Seller does not provide any warranty as to the Dog’s fitness
24 for any specific purpose such as obedience trials, show ring performance, and/or breeding
25

purposes.”

171. As the small claims judge found in *Fellows*, this Par. 4 term is unconscionable.

172. The *BOSC*'s Par. 6 states, “Limitation of Action: any action or claim brought by Buyer against Seller for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.”

173. As explained above, Par. 6 is unconscionable and invalid and otherwise renders the remainder of the *BOSC* unenforceable against Edmonds.

174. On 7.22.19, Edmonds went to pick up Chuck.

175. She told Davies his name should be changed to Mister Murphy.

176. Davies provided Edmonds with a *Certificate of Dog Registration* with the United States Dog Registry (“USDR”), Reg. No. GM1155208, for Mister Murphy Edmonds, who was identified as a “Service Animal” and listed by the breed of “Goldendoodle.”

177. It was only on 7.22.19 that Edmonds first learned that Chuck was, in fact, a crossbred dog.

178. Goldendoodles are not purebred dogs recognized by any kennel club, including the American Kennel Club, Continental Kennel Club, and United Kennel Club.

179. Davies also provided Edmonds a USDR-issued “Service Animal” badge, indicating he was “Protected Under Federal Law,” and USDR-issued “Service Dog” card.

180. USDR operates usdogregistry.org. A cursory review makes evident that this entity is a sham, for it admittedly conducts no verification to determine if the applicant in fact offers any evidence by which an objective assessment could be conducted to qualify the animal as a service dog.

181. Indeed, getting a *Certificate of Dog Registration*, with identification cards and a service dog tag costs as little as \$69 for the “Basic Plus” package, and up to \$129 for the “Deluxe”

1 package, which includes “Lifetime registration of Dog, Certificate, 2 ID cards, Service dog tag,
2 Service dog vest, electronic copy of certificate and ID card, service dog leash, and service dog
3 collar.”

4 **182.** For this service, however, Davies charged Edmonds \$300.

5 **183.** USDR requests no information about the handler’s disabilities, the dog’s tasks or
6 functions it was trained to perform, nor any correspondence, test results, or documentation of any
7 kind to vet the dog as a “Service Animal.” Indeed, usdogregistry.org/faqs answers the question “Is
8 there any application to fill out?” with “There are no applications to fill out and you do not need a
9 doctor’s note.”

10 **184.** On or about 7.22.19, Davies gave Edmonds papers from Chuck’s breeder, believed
11 to be Marie Stauffer from an unidentified kennel and location, from which she learned that his
12 name was previously Hank (having been crossed out and replaced with “Mister Murphy.”)

13 **185.** He was reportedly rabies vaccinated on 5.30.19 by Harry Apfelbaum, VMD of
14 Mifflinburg, Pennsylvania, meaning that Davies could not possibly have had him more than a
15 month before selling him to Edmonds.

16 **186.** Mister Murphy was not kennel trained, having broken two of Edmonds’s thick-wire
17 kennels.

18 **187.** Mister Murphy could not be controlled on walks by Edmonds, as he would pull her
19 and her walker over, causing Edmonds to fall many times on the ground and in the street,
20 endangering herself and Mister Murphy.

21 **188.** Mister Murphy also did not reliably obey commands to enter Edmonds’s vehicle.

22 **189.** Edmonds called Davies to explain what was happening and asked why he was not
23 trained to not pull her.
24

25 **190.** Davies replied by offering to show her some products to help Edmonds train him

1 to stop pulling, and asked Edmonds to pay one hundred dollars an hour for additional training.

2 **191.** Having been assured he was already a properly trained service dog, Edmonds
3 declined to pay more for “retraining” and products.

4 **192.** Davies defrauded Edmonds, a vulnerable, disabled individual of limited resources,
5 and furnished her a dog who was not only not trained as promised and warranted, but was not a
6 service dog, and, further, imperiled Edmonds. Such predatory commercial dealings are outrageous
7 as defined at common law.

8 **193.** Davies materially breached the *BOSC* in numerous respects.

9 **194.** Edmonds could not use Mister Murphy as a service dog due to his intractability,
10 lack of proper training, and unreliable temperament.

11 **195.** Edmonds could not keep Mister Murphy.

12 **196.** Edmonds has suffered harm, in addition to being deceived and unfairly mistreated
13 by Davies.

14 **Class Action Allegations**

15 **197.** On information and belief, based on numerous online complaints via Yelp, the
16 Better Business Bureau, reports to the Washington State Attorney General’s Office, and more,
17 Davies, Dogology NW, and DSLLC have defrauded many other vulnerable consumers, including
18 the elderly, multiple parents with autistic children, and adults with disabling conditions like PTSD.

19 **198.** On further information and belief, Davies and DSLLC have silenced disgruntled
20 clients by entering into settlement agreements that contain strict nondisparagement (including
21 compelled removal of previously filed complaints, actions, or reviews) and confidentiality terms
22 (extending even to the fact of settlement), with the threat of paying reasonable attorney’s fees,
23 damages, and injunctive relief if breached.

24 **199.** Davies and DSLLC have also frequently threatened disgruntled clients with
25 **CLASS ACTION COMPLAINT - 26**

1 counterclaims for defamation and business disparagement, as yet a further means of chilling public
2 rebuke and thus continuing their deceptive and unfair business model.

3 **200.** Lyle and Edmonds bring this suit as a class action pursuant to CR 23(a), (b)(1),
4 (b)(2) and (b)(3), on behalf of themselves and a Plaintiff Class (the “Class”) comprised of:

5 (a) all persons who paid any nonrefundable deposit to DSLLC or Davies for a dog
6 purporting to be a service animal;

7 (b) all persons who paid any nonrefundable deposit to DSLLC or Davies for a dog
8 purporting to be a “purebred”;

9 (c) all persons who paid the full contract price to DSLLC or Davies for a dog purporting to
10 be a service animal;

11 (d) all persons who paid the full contract price to DSLLC or Davies for a dog purporting
12 to be a “purebred”;

13 (e) all persons who incurred any expense to travel to Spokane to meet, evaluate, or take
14 from DSLLC or Davies any dog purporting to be a service animal;

15 (f) all persons who received a *Service Dog Certificate* from DSLLC or Davies for a dog
16 they acquired from DSLLC or Davies;

17 (g) all persons who received from Davies or DSLLC a USDR-generated *Certificate of Dog*
18 *Registration* declaring the dog of the class “Service Animal”;

19 (h) all persons who executed any contract with DSLLC or Davies for a dog purporting to
20 be a service animal;

21 (i) all persons who obtained a dog from DSLLC or Davies without being informed of that
22 animal’s vicious propensities;

23 (j) all persons who obtained a dog from DSLLC or Davies without being informed of that
24 animal’s adverse health history;

1 Lyle and Edmonds reserve the right to modify this class definition prior to moving for class
2 certification.

3 **201.** Excluded from the Class are DSLLC, Davies, and their “independent contractors”
4 or employees, their legal representative, assignees, and successor, the judge to whom this case is
5 assigned, any member of the judge’s immediate family, and any person who has settled the same
6 claims set forth herein.

7 **202.** This action has been brought and may be properly maintained as a class action
8 pursuant to CR 23 for the following reasons:

9 a. The Class is ascertainable, and there is a well-defined community of interest among
10 the members of the Class;

11 b. Impracticability of Joinder. Membership in the Class is so numerous as to make it
12 impractical to bring all Class members before the Court. The identity and exact number of Class
13 members is unknown but is estimated to be in the thousands given the large number of dogs sold
14 by DSLLC and Davies, the large number of complaints and grievances by former customers, the
15 geographic span of sales (nationwide), and the duration of the challenged action (back to 2017
16 given six-year statute of limitations, if not earlier, based on equitable tolling). Additionally, the
17 limited financial resources of the class members, and inability of claimants to institute individual
18 actions favors resolution via class action. Moreover, disposing of the claims of the Class in a single
19 action will provide substantial benefits to all parties and the Court, furthering judicial economy.

20 c. Typicality. DSLLC engaged in a common course of conduct toward Plaintiffs and
21 Class members. Lyle and Edmonds’s claims are typical of those of other Class members, all of
22 whom have suffered harm due to Defendants’ uniform course of conduct, based on the same legal
23 and remedial theories.
24
25

1 d. Commonality. There are numerous and substantial questions of law and fact
2 common to all of the members of the Class that control this litigation and predominate over any
3 individual issues pursuant to CR 23(b)(3). The common issues include, but are not limited to, the
4 following:

- 5 i. Did DSSLC and Davies acquire unpapered, crossbred dogs from commercial breeding
6 enterprises for hundreds of dollars only to then market them to the disabled public as highly-
7 trained, customized service dogs for tens of thousands of dollars, sometimes while obscuring
8 the source of each dog?
- 9 ii. Did DSSLC and Davies falsely advertise the credentials and quality of training services
10 purportedly provided to disabled buyers of dogs, fraudulently inducing them to contract with
11 DSSLC and Davies and part with large sums of money, which are deemed nonrefundable, by
12 fraudulent, deceptive, and unfair misrepresentations?
- 13 iii. Should DSSLC and Davies be found to have violated the Consumer Protection Act so as to be
14 enjoined in various entrepreneurial aspects of their business, viz., false advertising,
15 unconscionable contracts, fraudulent certifications, and unfair post-sale efforts to silence
16 victimized customers through nondisclosure agreements with oppressive conditions if
17 breached?
- 18 iv. Did DSSLC and Davies falsely issue *Certificate of Dog Registrations* and *Service Dog*
19 *Certifications* for dogs who were not *bona fide* service dogs, did not pass the CGC, and did not
20 pass the CGCU by an independent evaluator not employed or contracted by DSSLC or Davies,
21 or Davies herself?
- 22 v. Were Lyle, Edmonds, and other Class members defrauded and entitled to disgorgement of all
23 funds paid, plus interest, incidental and consequential damages, and more?

24 These and other questions of law or fact which are common to the members of the Class
25 predominate over any questions affecting only individual members of the Class;

26 e. Adequacy. Lyle and Edmonds will fairly and adequately protect the interests of the
27 Class in that they have no interests antagonistic to other members of the Class and have retained
28 counsel competent in the prosecution of class actions of this nature so as to represent them and the
29 Class. Lyle, Edmonds, and counsel are committed to prosecuting this action vigorously on behalf
30 of the Class, and neither have interests that are contrary to, or that conflict with, those of the
31 proposed Class.

1 **203.** Without a class action, the Class will continue to suffer damage, Defendants’
2 fraudulent, deceptive, unfair, and predatory acts and omissions will continue without remedy, and
3 Davies and DSLLC will continue to enjoy the fruits and proceeds of their unlawful misconduct.

4 **204.** Inferences and presumptions of materiality and reliance are available to obtain
5 class-wide determinations of those elements within the Class claims, as are accepted
6 methodologies for class-wide proof of harm; alternatively, upon adjudication of Davies and
7 DSLLC’s common liability, the Court can efficiently determine the claims of the individual Class
8 members.

9 **205.** In the absence of a class action, Defendant would be unjustly enriched because it
10 would be able to retain the benefits and fruits of its wrongful conduct.

11 **206.** The Claims in this case are also properly certifiable under applicable law.

12 **207.** Relatedly, another Class Action is pending against DSLLC: *Hawk v. Dog Sciences,*
13 *LLC and Davies,* Spokane Cy. Sup. Ct. No. 23-2-00428-32 (filed 2.1.23).

14 **208.** Also, there is a pending suit of *Leah Fredman v. Dog Sciences , LLC,* Spokane Cy.
15 Sup. Ct. No. 23-2-00216-32, charging repeated breaches of contract by DSLLC relative to a
16 purported service dog who was not as represented.
17

18 **Incorporating by reference the foregoing allegations,**
19 **the Class pleads the following alternative Class Claims against Davies and DSLLC:**

20 **Claim I: Violation of Consumer Protection Act (Ch. 19.86 RCW)**

21 *In the manner(s) stated above relative to unfair and deceptive practices in trade or*
22 *commerce, as well as by taking unfair advantage of competitors through unscrupulous advertising.*

23 **Claim II: Fraud**

24 *In the inducement of contract, as well as representations after contract execution,*
25 *including but not limited to service dog certifications and passing CGC and CGCU.*

Claim III: Breach of Contract

1 *Materially breaching numerous provisions relative to purported tasks for which the dog*
2 *was trained.*

3 **Claim IV: Breach of Express Warranty**

4 *Relative to express promises of training and certification as a service dog tailored to the*
5 *needs of the disabled customer.*

6 **Claim V: Breach of Implied Warranties of Merchantability and/or Fitness**

7 *Relative to UCC should the court find that the UCC applies at all (since a hybrid contract*
8 *for sale of goods and services may not be governed by the UCC where non-UCC matters*
9 *predominate).*

10 **Claim VI: Breach of Implied Duties of Good Faith and Fair Dealing**

11 *Attending to all substantive terms of the contract.*

12 **Claim VII: Unjust Enrichment**

13 *Relative to defendants having received the benefit of large sums of money under*
14 *circumstances making it inequitable for same to retain for all reasons stated herein.*

15 **Claim VIII: Injunctive Relief (Ch. 7.40 RCW, see below)**

16 **Claim IX: Declaratory Relief (Ch. 7.24 RCW, see below)**

17 The remedies sought include, *inter alia*, the following, applying specifically to Lyle and
18 the Class:

19 A. To void all service animal contracts with Davies and DSLLC without requiring return of
20 the animals;

21 B. To declare all service animal contracts with Davies and DSLLC void *ab initio* and
22 unconscionable;

23 C. To compel reimbursement of all fees collected under said contract;

24 D. To declare that Davies and DSLLC violated the Consumer Protection Act as more fully
25 described above;

 E. To compel payment of \$25,000 exemplary damages to each Class member under RCW
19.86.090;

1 F. To order Davies and DSLLC to remove any reference to any employee being “certified”
2 as a trainer or behaviorist when no such certification is explicitly identified with information as to
3 how the viewer may verify such certification with the alleged certifying entity;

4 G. To order Davies and DSLLC, and any individuals employed by or independently
5 contracted with them, to cease certifying as AKC Canine Good Citizens or AKC Urban Canine
6 Good Citizens any dogs owned by DSLLC and/or Davies, or being sold by DSLLC and/or Davies,
7 or under contract with DSLLC and/or Davies;

8 H. To order Davies and DSLLC to cease advertising the dogs they sell as purebreds;

9 I. To provide, prior to purchase, identification of the breeder who produced the dog under
10 contract with DSLLC and/or Davies, the dog’s sire, the dog’s dam, and the breeder’s USDA and
11 State License numbers, if any;

12 **Incorporating by reference the foregoing allegations, in addition to the Class Claims**
13 **stated above, which Lyle pleads individually if the class is not certified, Lyle also pleads**
14 **the following individual claims against DSLLC, directly and vicariously through its**
15 **employees and agents, including but not limited to Davies:**

16 **Claim X: Outrage**

17 *Defendant intentionally and/or recklessly inflicted severe emotional distress to Lyle*
18 *through outrageous acts and omissions described herein.*

19 **Claim XI: Negligent Infliction of Emotional Distress (“NIED”)**

20 *Defendant negligently caused emotional distress to Lyle, producing objective symptoms of*
21 *distress for which medical evidence exists. This claim is one of direct NIED due to provision of a*
22 *purported “service animal” who inflicted mental anguish upon Lyle.*

23 **Claim XII: Violation of Product Liability Act (“WPLA”), Ch. 7.72 RCW**

24 *Defendant, a “product seller” under RCW 7.72.010(1), sold Robbie, a “product” under*
25 *RCW 7.72.010(3), in the capacity of a retailer and/or manufacturer. He was not reasonably safe*
as designed and/or constructed and proximately caused serious and foreseeable harms,
establishing liability under RCW 7.72.030(1) and (2).

1 **Incorporating by reference the foregoing allegations, Edmonds pleads the above Class**
2 **Claims individually if the class is not certified.**

3 **PRAYER**

4 **WHEREFORE**, the Class and Edmonds seeks judgment against Defendants, as follows:

5 A. For certification of the action as a class pursuant to CR 23(b)(1), (2), and/or (3), and
6 appointment of Lyle and Edmonds as Class Representatives and their counsel of record as Class
7 Counsel;

8 B. For economic damages;

9 C. For prejudgment interest;

10 D. For actual, consequential, and incidental damages;

11 E. For treble damages under RCW 19.86.090;

12 F. For declaratory and injunctive relief as stated;

13 G. For reasonable attorney's fees as allowed by law or equity, including but not limited to
14 RCW 19.86.090;

15 H. For costs of suit;

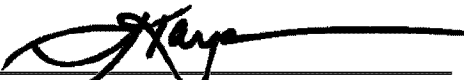
16 I. For postjudgment interest at 12% per annum or the highest rate permitted by law,
17 whichever is higher;

18 J. For such other and further relief as the Court may deem just and proper.

19 **WHEREFORE**, in addition to the foregoing, Lyle seeks judgment against Defendants
20 for noneconomic damages.

21 Dated this 3.15.23,

22 ANIMAL LAW OFFICES, PLLC

23 
24 _____
25 Adam P. Karp, WSBA No. 28622
Attorney for Plaintiffs Lyle and Edmonds