

FILED
8/30/2023
Timothy W Fitzgerald
Spokane County Clerk

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

8 **SAMANTHA LARSEN**, individually and on behalf of all similarly situated,
9 Plaintiffs,
10 vs.
11 **DOG SCIENCES, LLC dba UNLEASHED**
12 **ACADEMY and DOGOLOGY NW**,
13 Defendant.

Case No.: 23-2-03546-32
CLASS ACTION COMPLAINT

14 Plaintiff **SAMANTHA LARSEN**, through attorney of record **ADAM P. KARP** of
15 **ANIMAL LAW OFFICES, PLLC**, alleges:

16 **JURISDICTION, PARTIES, AND VENUE**

- 17 1. This court has subject-matter jurisdiction over this action.
- 18 2. Plaintiff **SAMANTHA LARSEN** resides in Virginia. She brings this Class Action
19 pursuant to CR 23 on behalf of all similarly situated persons.
- 20 3. Defendant **DOG SCIENCES, LLC (“DSLCC”)** transacts business from 16614 E.
21 Sprague Ave., Spokane Valley, Spokane Cy., Washington, under the fictitious business name of
22 **UNLEASHED ACADEMY**. It has UBI number 604-570-581.
- 23 4. DSLCC previously did business as **DOGOLOGY NW**, until it was sued by A
24 Matter of Time, Inc. dba Dogologie for trademark infringement and related torts and statutory
25 claims, as more fully alleged below.
5. **MARY DAVIES** is the Chief Executive Officer of DSLCC.

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1 1314.

2 16. By said order, DSLLC admitted that it infringed Dogologie's Marks and Property.

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

9 *Two Judges Adjudicate Bogus Service Animal Case*
10 *Against Davies and Dogology NW*

11 18. On 12.10.20, **AMY FELLOWS** entered into a contract with Davies/Dogology NW
12 to purchase a certified puppy service dog (Level 8) for her autistic, disabled child in the sum of
13 \$18,500.

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

17 20. Upon delivery of Beep to Fellows on 3.25.21, Beep was not finished or suitable as
18 a trained service dog. Beep was at best a liability and not "certified" to meet the standards of ADA
19 Public Access or Advanced Socialization.

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

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

25 23. Further, Judge Connolly Walker found the contract provision disclaiming any
CLASS ACTION COMPLAINT - 3

warranty of fitness for particular purpose was both procedurally and substantively unconscionable.

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

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

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

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

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

29. The superior court found Davies and Dogology NW liable for breach of contract and breach of warranty and, further, that Fellows was entitled to more than \$10,000, the jurisdictional cap.

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

Misleading Representations as to Competency and Credentialing

1
2 **31.** DSLLC’s webpage unleashedacademy.com/behavior-modification states:

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

7 **32.** DSLLC’s webpage unleashedacademy.com/behavior-modification adds:

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

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

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

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

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

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

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

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

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

21 **41.** Davies completed only a single online course from EIC, titled “Canine Behavior,”
22 on 11.4.17.

23 **42.** Davies did not complete any certification program with EIC and has not been
24 certified by the EIC.

25 **43.** On information and belief, Davies did not obtain a “diploma” in “Canine
Psychology” or “Canine Communication” from any college, university, or school, much less one
in the United States or certified by any American entity or service. And, if she did, she fails to

1 identify the source on dogologynw.com, unleashedacademy.com, or her LinkedIn page.

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

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

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

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

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

14 **49.** Nor does Davies boast any certification as a *service* animal trainer or *service* animal
15 behaviorist.

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

19 **51.** DSLLC also advertises its COO, “Katie” as a “Professional Canine Behaviorist”
20 and “Service Dog Specialist.” Katie is Katie Williams.

21 **52.** Williams is not certified with EIC, IACP, CCPDT, or IAABC, either.

22 **53.** On information and belief, none of these individuals possesses any legitimate,
23 recognized certification or degree that qualifies them to advertise or represent themselves as a
24 “behaviorist” or “specialist,” further misleading the public.

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

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

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

9 **57.** DSLLC’s webpage unleashedacademy.com describes itself as follows:

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

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

22 **59.** The representation of its employees, including but not limited to Blake, LaTisha,
23 Heather, Tameka, Kim, Krysta, Samantha, Pace’, Denise, Davies, Skylar, Britnee, Matthew, and
24 others, as behaviorists or specialists is unprofessional, unethical, and deceptive, for it misleads the
25 reasonable and ordinary consumer, causing consumer confusion, particularly among disabled
individuals, and, on information and belief, injured, had the capacity to injure, and has the ongoing
capacity to injure other consumers.

60. The representation that DSLLC provides customized training for autism and
psychiatric service by individuals with specialized service animal credentials, training, or expertise

1 is unprofessional, unethical, and deceptive, for it misleads the reasonable and ordinary consumer,
2 causing consumer confusion, particularly among disabled individuals, and, on information and
3 belief, injured, had the capacity to injure, and has the ongoing capacity to injure other consumers.

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

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

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

20 **63.** On further information and belief, Davies had purchased hundreds of dogs
21 annually, by the entire litter, from CBEs, including Amish breeders, with Davies’s predominant,
22 if not only, concern being whether the puppies were “cute.” She would pay as little as possible for
23 them, typically a few hundred dollars each. On further information and belief, this practice has
24 continued with DSLLC.

25 **64.** On yet further information and belief, the ex-husband of COO for DSLLC (and
formerly Dogology NW) Katie Williams would pick up large numbers of puppies from breeders
in the Midwest and drive them non-stop to Washington without once letting them out of their

1 kennels, causing them to urinate and defecate all over themselves and suffer for countless hours in
2 transit.

3 **65.** It is presently unknown if Williams’s ex-husband, or transporters used by Davies
4 and DSLLC, were ever USDA registered as carriers under the Animal Welfare Act, 7 U.S.C. §§
5 2132(i), 2136.

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

10 **67.** On 2.8.23, DSLLC’s webpage unleashedacademy.com/autism-ptsd-dogs listed as
11 “Available” eighteen (18) puppies that it labels as “Service Dogs,” and seventy-eight (78) dogs
12 (mostly puppies) as “Pending/Adopted Dogs” that it labels as “Adopted-Service Dog,” “Adopted-
13 Special Value,” or “Adopted-Pre-trained Pets.”

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

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

23 **69.** Davies and DSLLC have also “quick sold” puppies and dogs who have not qualified
24 for sale as purported service dogs due to behavioral or health issues. Even then, they are sold at
25 thousands more than the cost to acquire them.

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

1 be relinquished to Larsen having “accomplished” a “State of Behavior,” viz., performing basic
2 commands to include sit, stay, come, kennel, household manners, age-appropriate potty skills with
3 complete supervision; vibration collar training; socialization with humans, and dogs; leash training
4 on and off; and pottying on leash. ¶ 4.

5 **79.** It also provided that Wade would receive “Service and Advanced Training”
6 consisting of ADA Public Access, Advanced Socialization, Deep Pressure Therapy (“DPT”) on
7 command, Living Weighted Blanket, Sleep Companion, Tethering, and Full acclimation and
8 socialization with young children. ¶ 5.

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

11 **81.** The Agreement promised “5-7 day” in-person training sessions. ¶ 3.

12 **82.** Relatedly, Davies, signing “Mary Davies, CPC,” certified Wade as having
13 “completed professional training and is certified as an Autism Service Dog on September 8, 2022.”
14 The document is titled *Service Dog Certification*.

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

19 **84.** On information and belief, no representative, employee, or contractor at DSLLC
20 ever administered the CGC or CGCU tests to Wade.

21 **85.** No representative, employee, or contractor for DSLLC provided Larsen with a copy
22 of the AKC CGC and Urban CGC Test Registration Forms, as required by the AKC.

23 **86.** Further, Larsen never received an AKC, PAL, or AKC Canine Partners registration
24 number for Wade, which is required when sending the CGC(U) test reporting form to the AKC for
25

issuance of a certificate.

1
2 **87.** Unconscionably, the contract sought to disclaim the implied warranty of fitness for
3 a particular purpose while at the same time “certifying” him as a service animal. ¶ 18.

4 **88.** Larsen purchased Wade for her four-year-old autistic son with the express intention
5 he would be a service dog.

6 **89.** Larsen received Wade on or about 9.8.22.

7 **90.** DSLCC did not provide her with a vibration collar or training videos.

8 **91.** On receipt, on or about 9.8.22, Wade was not at all suitable as a service dog, or for
9 her son.

10 **92.** Wade was extremely skittish around Larsen and her son and remained that way
11 until his passing.

12 **93.** Wade growled and nipped at one of Larsen’s dogs.

13 **94.** Wade growled, barked, and lunged at other dogs when walked.

14 **95.** Wade nipped at Larsen’s son when he grabbed Wade’s back.

15 **96.** Wade frequently jumped on Larsen’s son and scratched his arm, causing the boy to
16 be fearful.

17 **97.** The first week he was at Larsen’s home, Wade ran out the front door without
18 permission and to Larsen’s vehicle, leaping over her newborn and endangering his safety.

19 **98.** Wade suffered from chronic ear infections since he arrived.

20 **99.** Wade also had frequent dietary indiscretion, consuming socks and other items.

21 **100.** Larsen contacted DSLCC to ask about what type of dog food to provide Wade.
22 Williams snapped at her about giving food previously provided, yet nothing was given to Larsen
23 to feed him.
24

25 **101.** Larsen paid extra for Tethering, as her son was a flight-risk. Wade was completely
CLASS ACTION COMPLAINT - 13

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1 incapable to performing such task. Instead, he pulled her son down several times and was fearful
2 of her son, jeopardizing his safety.

3 **102.** Larsen posted a negative review of DSLLC. Davies retaliated, saying she did not
4 really want to help Larsen with it hanging over her.

5 **103.** During a conference call with Davies, Larsen reported that Wade aggressively
6 nipped at her son once and aggressively nipped Larsen's dog multiple times, to which Davies said
7 it was not "aggression."

8 **104.** On or about 4.21.23, Wade died following a diagnosis of osteosarcoma. He was
9 less than two years old.

10 **105.** Larsen notified DSLLC about Wade's passing. DSLLC said they would respond to
11 Larsen, but never did.

12 **106.** Larsen suffered and continues to suffer mental anguish as a proximate result of
13 DSLLC's acts and omissions.

14 **107.** DSLLC knew or should have known of the mental anguish that would result from
15 negligent acts and omissions relative to the purported training and delivery to Larsen of a defective
16 "autism service dog."
17

18 **108.** DSLLC defrauded Larsen and furnished her a dog who was not only not trained as
19 promised, but imperiled Larsen's disabled son and others. Such predatory commercial dealings are
20 outrageous as defined at common law.

21 **109.** Larsen incurred substantial expenses, inconveniences, losses of enjoyment of life,
22 time, and labor to attempt to utilize Wade to the standard that DSLLC contracted and warranted to
23 provide, but failed in such endeavor without legitimate professional support with dog training.

24 **110.** Larsen has incurred reasonable attorney's fees and litigation expenses in an effort
25 to rectify DSLLC's tortious acts, omissions, and misrepresentations.

1 **111.** DSLLC, directly and vicariously through its agents Davies and others, engaged in
2 several unfair and deceptive practices in trade and commerce, proximately injuring Larsen,
3 including but not limited to:

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

7 (b) falsely representing that Wade was a trained service animal and, in particular, an autism
8 service animal;

9 (c) falsely representing that Wade had been trained to reliably perform numerous
10 contracted tasks and functions;

11 (d) falsely representing that Wade had passed the CGC and CGCU;

12 (e) foisting upon Larsen a contract containing numerous, procedurally and/or substantively
13 unconscionable terms, including but not limited to an attempt to disclaim the implied warranty of
14 fitness for a particular purpose when Wade was sold to her for numerous particular purposes,
15 among which included performing as an autism service dog; limiting the statute of limitations to
16 one year when, by law, she has six years for breach of written contract, and four years for violation
17 of the Consumer Protection Act;¹ and barring her from the constitutional right to trial by jury; and
18

19 (f) taking advantage of psychiatrically disabled consumers through emotional manipulation
20 and forcing them to execute an *Exit Form* after they have paid in full so as to unconscionably
21 extract an ineffective waiver against future claims of breach.

22 **112.** Such practices had, and on information and belief may continue to have, the
23
24

25 ¹ 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.

1 capacity to injure others.

2 **113.** DSLLC has also breached the implied duty of good faith and fair dealing that
3 attends to all substantive terms of the contract.

4 *Class Action Allegations*

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

9 **115.** On further information and belief, Davies and DSLLC have silenced disgruntled
10 clients by entering into settlement agreements that contain strict nondisparagement (including
11 compelled removal of previously filed complaints, actions, or reviews) and confidentiality terms
12 (extending even to the fact of settlement), with the threat of paying reasonable attorney's fees,
13 damages, and injunctive relief if breached.

14 **116.** Davies and DSLLC have also frequently threatened disgruntled clients with
15 counterclaims for defamation and business disparagement, as yet a further means of chilling public
16 rebuke and thus continuing their deceptive and unfair business model.

17 **117.** Larsen brings this suit as a class action pursuant to CR 23(a), (b)(1), (b)(2) and
18 (b)(3), on behalf of herself and a Plaintiff Class (the "Class") comprised of:

19 (a) all persons who paid any nonrefundable deposit to DSLLC for a dog purporting to be a
20 service animal;

21 (b) all persons who paid any nonrefundable deposit to DSLLC for a dog purporting to be a
22 "purebred";

23 (c) all persons who paid the full contract price to DSLLC for a dog purporting to be a
24 service animal;

1 (d) all persons who paid the full contract price to DSLLC for a dog purporting to be a
2 “purebred”;

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

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

7 (h) all persons who executed any contract with DSLLC for a dog purporting to be a service
8 animal;

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

11 Larsen reserves the right to modify this class definition prior to moving for class
12 certification.

13
14 **118.** Excluded from the Class are DSLLC, Davies, and their “independent contractors”
15 or employees, their legal representative, assignees, and successor, the judge to whom this case is
16 assigned, any member of the judge’s immediate family, and any person who has settled the same
17 claims set forth herein.

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

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

22 b. Impracticability of Joinder. Membership in the Class is so numerous as to make it
23 impractical to bring all Class members before the Court. The identity and exact number of Class
24 members is unknown but is estimated to be in the thousands given the large number of dogs sold
25 by DSLLC, the large number of complaints and grievances by former customers, the geographic

1 span of sales (nationwide), and the duration of the challenged action (back to formation of DSLLC,
2 given six-year statute of limitations, if not earlier, based on equitable tolling). Additionally, the
3 limited financial resources of the class members, and inability of claimants to institute individual
4 actions favors resolution via class action. Moreover, disposing of the claims of the Class in a single
5 action will provide substantial benefits to all parties and the Court, furthering judicial economy.

6 c. Typicality. DSLLC engaged in a common course of conduct toward Plaintiffs and
7 Class members. Larsen's claims are typical of those of other Class members, all of whom have
8 suffered harm due to Defendants' uniform course of conduct, based on the same legal and remedial
9 theories.

10 d. Commonality. There are numerous and substantial questions of law and fact
11 common to all of the members of the Class that control this litigation and predominate over any
12 individual issues pursuant to CR 23(b)(3). The common issues include, but are not limited to, the
13 following:
14

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

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

3 e. Adequacy. Larsen will fairly and adequately protect the interests of the Class in that
4 she has no interests antagonistic to other members of the Class and has retained counsel competent
5 in the prosecution of class actions of this nature so as to represent them and the Class. Larsen and
6 counsel are committed to prosecuting this action vigorously on behalf of the Class, and neither
7 have interests that are contrary to, or that conflict with, those of the proposed Class.

8 **120.** Without a class action, the Class will continue to suffer damage, Defendant's
9 fraudulent, deceptive, unfair, and predatory acts and omissions will continue without remedy, and
10 DSLLC will continue to enjoy the fruits and proceeds of its unlawful misconduct.

11 **121.** Inferences and presumptions of materiality and reliance are available to obtain
12 class-wide determinations of those elements within the Class claims, as are accepted
13 methodologies for class-wide proof of harm; alternatively, upon adjudication of DSLLC's
14 common liability, the Court can efficiently determine the claims of the individual Class members.

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

17 **123.** The Claims in this case are also properly certifiable under applicable law.

18 **124.** Relatedly, another Class Action was certified by Judge Szambelan against DSLLC:
19 *Hawk v. Dog Sciences, LLC and Davies*, Spokane Cy. Sup. Ct. No. 23-2-00428-32 (filed 2.1.23).

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

24 **Incorporating by reference the foregoing allegations,**
25 **the Class pleads the following alternative Class Claims against DSLLC:**

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

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

4 **Claim II: Fraud**

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

7 **Claim III: Breach of Contract**

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

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

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

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

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

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

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

19 **Claim VII: Unjust Enrichment**

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

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

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

24 The remedies sought include, *inter alia*, the following, applying specifically to Larsen and
25 the Class:

- A. To void all service animal contracts with DSLLC without requiring return of the animals;
- B. To declare all service animal contracts with DSLLC void *ab initio* and unconscionable;

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

2 D. To declare that DSLLC violated the Consumer Protection Act as more fully described
3 above;

4 E. To compel payment of \$25,000 exemplary damages to each Class member under RCW
5 19.86.090;

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

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

12 H. To order DSLLC to cease advertising the dogs they sell as purebreds;

13 I. To provide, prior to purchase, identification of the breeder who produced the dog under
14 contract with DSLLC, the dog’s sire, the dog’s dam, and the breeder’s USDA and State License
15 numbers, if any;

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

20 **Claim X: Outrage**

21 *Defendant intentionally and/or recklessly inflicted severe emotional distress to Larsen*
22 *through outrageous acts and omissions described herein.*

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

24 *Defendant, a “product seller” under RCW 7.72.010(1), sold Wade, 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 **PRAYER**

2 **WHEREFORE**, the Class seeks judgment against Defendant, as follows:

- 3 A. For certification of the action as a class pursuant to CR 23(b)(1), (2), and/or (3), and
4 appointment of Larsen as Class Representative and her counsel of record as Class Counsel;
- 5 B. For economic damages;
- 6 C. For prejudgment interest;
- 7 D. For actual, consequential, and incidental damages;
- 8 E. For treble damages under RCW 19.86.090;
- 9 F. For declaratory and injunctive relief as stated;
- 10 G. For reasonable attorney's fees as allowed by law or equity, including but not limited to
11 RCW 19.86.090;
- 12 H. For costs of suit;
- 13 I. For postjudgment interest at 12% per annum or the highest rate permitted by law,
14 whichever is higher;
- 15 J. For such other and further relief as the Court may deem just and proper.

16 **WHEREFORE**, in addition to the foregoing, Larsen seek judgment against Defendant
17 for noneconomic damages.

18 Dated this 8.31.23,

19 ANIMAL LAW OFFICES, PLLC

20 
21 Adam P. Karp, WSBA No. 28622
22 *Attorney for Plaintiff Larsen*