

1 Robert Tauler (CA SBN 241964)
Tauler Smith LLP
2 626 Wilshire Blvd., Suite 510
Los Angeles, California 90017
3 Tel: (310) 590-3927
Email: rtauler@taulersmith.com

4 Attorneys for Plaintiff JANE DOE

5
6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF LOS ANGELES**

9
10 Case No.

11 **COMPLAINT FOR:**

12 JANE DOE, an individual,

13 Plaintiff,

14 vs.

15 A PLACE FOR ROVER, INC., a Delaware
16 corporation dba ROVER.COM;
17 ANGELICA BRIDGES, an individual, and
DOES 1 through 10, inclusive,

18 Defendants.

- 19
20
21
22
23
24
25
26
27
28
- (1) NEGLIGENCE
 - (2) NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS
 - (3) NEGLIGENT MISREPRESENTATION
 - (4) INTENTIONAL MISREPRESENTATION
 - (5) CONVERSION
 - (6) BREACH OF CONTRACT
 - (7) BREACH OF BAILMENT
 - (8) BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING

[DEMAND FOR JURY TRIAL]

1 Plaintiff Jane Doe (“Plaintiff”), by and through its undersigned attorneys, submits this Complaint
2 against defendants A PLACE FOR ROVER, INC. dba ROVER.COM (“Rover”), and ANGELICA
3 BRIDGES (“Ms. Bridges”)(collectively, “Defendants”), and in support thereof, avers as follows:
4

5 INTRODUCTION

6 1. Rover is a business valued at \$300 million that targets customers by exploiting the
7 emerging “gig-economy.” Rover spends millions of dollars crafting the façade of a company that cares
8 about animals and its customers, which falsely claims it has a rigorous vetting system for its sitters and
9 falsely guarantees complimentary insurance to its customers. In reality, Rover does **nothing** to vet its
10 sitters and does not offer any meaningful insurance to its aggrieved customers.

11 2. Indeed, the contrast between what Rover says and what Rover does could not be more
12 stark. Rover coyly brands itself as “The Dog People,” falsely stating, for example and without
13 limitation, “we have high standards for our pet sitters,” “all sitters are approved by our team of sitter
14 specialists,” “Rover accepts less than 20% of potential sitters,” and “we monitor sitter behavior to
15 ensure they continue to meet our standards”

16 3. In reality, there is **no system** in place to vet sitters, and some sitters are “repeat offenders”
17 that have already irresponsibly led to the death of pets in their care. Rover’s greed to develop its user
18 base and please investors has corrupted whatever values led to its inception.

19 4. This case is about Rover and co-defendant Bridges’ inability to care for Snoopy, an
20 emotional support animal entrusted to it, the faulty software of Rover that limited Plaintiff’s ability to
21 rescue Snoopy, and Rover’s false advertising of their company. Plaintiff seeks damages for a litany of
22 Rover’s abuses, not least of which is the harm suffered due Defendants negligence, untruthful
23 statements, and callous disregard for the rights of their victim.

24 JURISDICTION AND VENUE

25 5. This Court has jurisdiction over this action pursuant to California Code of Civil
26 Procedure § 410.10.
27
28

1
2 **Snoopy's Unique and Particular Value**

3 13. On or around November 4, 2016, Plaintiff adopted a dog named "Snoopy" as an
4 "Emotional Support Animal" upon prescription from her physician as a part of her treatment plan for
5 her Medical Condition.

6 14. Snoopy was a 6 pound Papillon mix, and was approximately 1.5 years old when his life
7 was tragically cut short. Snoopy was perfectly trained, extremely well behaved, house broken,
8 extremely calm, never barked, was good with other animals and with all people, and never exhibited
9 aggressive behavior. Notably, Snoopy never ran away and never displayed any such tendencies.

10 15. Snoopy liked to be by Plaintiff's immediate side at all times and accompanied Plaintiff
11 everywhere –cross-country trips, outings, meetings, treatment sessions, and to all her appointments,
12 including her therapist's office, who was allergic to dogs and refused to meet with the Plaintiff if
13 Snoopy were present. Since Plaintiff was so attached to Snoopy, the Plaintiff opted to change her
14 therapist rather than attend the therapy appointment alone without Snoopy.

15 16. Plaintiff became accustomed to taking Snoopy everywhere she went, and suffered
16 anxiety without Snoopy's accompaniment. Plaintiff did not leave Snoopy for longer than five hours
17 over the course of the five months he lived with her.

18 17. Indeed, Snoopy helped dramatically to improve Plaintiff's Medical Condition compared
19 to other costly forms of medical treatment, and proved to be an extremely effective form of medical
20 treatment that Plaintiff heavily relied upon.

21 18. Most importantly, Plaintiff became dependent on Snoopy's special skill whereby he
22 awoke Plaintiff every morning to take her medications to treat her Medical Condition. Upon
23 discovering the Plaintiff's benefit of Snoopy's disability-related service, Plaintiff began researching
24 local dog trainers to formally train Snoopy to become an official ADA certified service dog for his
25 disability-related service.

26 **Rover Steps In**

27 19. On April 3, 2017, Plaintiff used the Rover app to find and hire Defendant Ms. Bridges to
28 care for Snoopy on April 3, 2017 while Plaintiff went to work.

1 20. After a lot of research on daycare options, Plaintiff chose Rover because she believed it
2 was the safest option compared to other daycare facilities, and because all services booked on Rover
3 were covered by premium insurance.

4 21. Ms. Bridges advertised services for daycare in her house in Beverly Hills, California.
5 Ms. Bridges Rover profile advertised that she had a fenced in yard, experience with dogs, and 5-star
6 reviews.

7 22. In reality there was no properly fenced in yard. Despite this fact, Ms. Bridges left
8 Snoopy outside unattended, directly leading to his death.

9 23. On or around 5:00 p.m. Plaintiff messaged Ms. Bridges through the Rover app that she
10 “may be home later than I expected.” On or around 5:58 p.m., Ms. Bridges messaged back, “No
11 worries.” The latter text was sent ten minutes before Animal Control was called to pick up Snoopy’s
12 carcass, which means that Snoopy had already escaped long beforehand, and Ms. Bridges at the time,
13 was not supervising Snoopy.

14 24. On or around 8:00 p.m., Plaintiff saw that Angie messaged her on the Rover app: “I tried
15 calling you through Rover but it is not going through! Please call me asap. Snoopy went under a literal 2
16 inch opening under our fence & we have had the whole neighborhood looking for him right now. Please
17 call me! (310) 993-XXXX.” The message was sent on or around 7:10 p.m. However, Plaintiff did not
18 see Ms. Bridges’ text message until approximately 8:00 p.m. and did not receive any of Ms. Bridges’
19 attempted phone calls through the Rover app, due to the Rover app’s malfunction. Plaintiff attempted to
20 contact Ms. Bridges several times through the Rover App, but the phone and message system in the app
21 were still not functioning.

22 25. Plaintiff had to leave work to go search for Snoopy. Ms. Bridges was unresponsive by
23 phone and at her house. Instead, Plaintiff had to enlist help from a friend to search the neighborhood for
24 Snoopy.

25 26. After approximately four hours of searching for Snoopy, a neighbor, encountered
26 Plaintiff who witnessed Snoopy’s hit-and-run accident, and had called 911 on or around 6 p.m., the
27 exact same time that Ms. Bridges was texting with Plaintiff.
28

1
2 **Aftermath**

3 27. After Snoopy was killed, Plaintiff was left with the responsibility of tracking down the
4 body's location, and coordinate and pay for his cremation.

5 28. Plaintiff has experienced extreme emotional distress due to Snoopy's death, which
6 aggravated and worsened her Medical Condition. The distress prevented her from beginning her new
7 full-time job, leaving the house, and going to scheduled doctor appointments.

8 29. Additionally, the incident has caused serious concern to the Plaintiff's family, including
9 the Plaintiff's mother, who had to make an emergency cross-country flight to care for the Plaintiff who
10 was alone suffering from severe emotional distress.

11 30. The following weeks after Snoopy's death, Defendant Rover persistently emailed, called,
12 and left approximately voicemails on Plaintiff's personal phone. Rover attempted to coerce Plaintiff to
13 submit invoices and documentation of Snoopy's "after care" expenses merely two days after the date of
14 death, and gave her a thirty-day limit to submit documentation of costs to waive her rights to seek
15 further remedy.

16 31. Defendant Rover has also persistently and insensitively sent emails to Plaintiff requesting
17 feedback on their customer service during the Plaintiff's time of mourning. Plaintiff had to hire counsel
18 to stop Rover from the ongoing harassing contact.

19 32. In the aftermath. Rover made the express representations to Plaintiff that they would
20 deactivate Ms. Bridges account, and investigation would ensue.

21 33. This was also false. Approximately a few weeks after Snoopy's death, Rover reinstated
22 Ms. Bridges' sitter account, and Rover approved Ms. Bridges to return as a "trusted" Rover sitter,
23 endorsing her caretaking services merely days after Snoopy's death.

24 34. Rover disabled Plaintiff's ability to rate and leave a "verified review" for Ms. Bridges'
25 caretaking services of Snoopy. Instead, Rover only posted verified reviews that rate 5 stars for Ms.
26 Bridges' services, so she is represented as a vetted, top-rated 5-star Rover sitter to all prospective
27 clients.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

35. Rover continued to advertise and promote Ms. Bridges as a permitted, background checked, vetted, 5-star, trusted Rover sitter, and authorized her to care for dogs at her house under the same advertised profile. Customers who entrusted their dogs to Ms. Bridges and Rover after April 3, 2017 had, and still have, no knowledge of Snoopy’s recent death at Ms. Bridge’s house.

36. Upon the wrongful death of Snoopy and the experience of Rover’s retaliatory conduct, Plaintiff’s Medical Condition was severely aggravated and she experienced extreme anxiety, suffering, depression, and emotional distress.

Rover’s False Advertising

37. Rover represents throughout its marketing collateral that dog sitters are vetted and that steps are taken to insure safety. For example, Rover makes the false statement that “Rover accepts less than 20% of potential sitters.” Rover also claims that it “screens out sitters who may not be a good fit” and that it “monitor[s] sitter behavior to ensure they continue to meet our standards.” This statement is contravened by Defendant Bridges’ audacious continued affiliation with Rover.

38. Rover makes numerous similarly false claims in its marketing materials, including that “all sitters pass a basic background check” and that “all sitters are approved by our team of sitter specialists.” This directly contradicts in other statements from corporate representatives contexts that only “a limited review” is conducted.

39. Rover also makes false claims regarding its insurance coverage, most egregiously that insurance coverage “is valid for injuries to the pet owner’s pet(s) in the sitter’s care, custody, or control.” This directly contradicts other statements from corporate representatives contexts which state for example: “Rover.com has no liability for damages associated with Pet Care Services (which may include bodily injury to, or death of, a pet) or resulting from any other transactions between users of the Rover.com Service.” Indeed, Rover denied coverage of claims it had expressly agreed to provide.

40. Other false statements made by Rover include that “your dog’s health and wellness are covered”; that “pet safety is our top priority”; that “every service is covered”; that “we’ve got you covered”; that “we've got your back---always”; “Safety First, Always”; that “dog safety is our top priority”; that users can have “extra peace of mind”; that users are “backed by the security of a

1 nationwide company”; that “safety is our number-one priority”; that “premium insurance helps ensure a
2 fun, carefree stay”; that “our premium insurance is only a piece of what makes booking on Rover great”;
3 and that “one of the reasons people love Rover is the premium insurance that comes with every
4 booking.” All of these statements are false.
5

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **Negligence**

9 **(Against all Defendants)**

10 41. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though
11 fully set forth herein in their entirety.

12 42. Defendant Rover negligently failed to provide any vetting of Defendant Ms. Bridges in
13 her position as a “trusted” Rover dog sitter where she was able to commit wrongful acts described
14 herein. Defendant Bridges negligently failed to monitor Snoopy who was entrusted to her care.

15 43. Defendants have a legal duty to use due care in providing dog sitting services when
16 customers dogs are entrusted in their care, particularly since they provide assurances that such care will
17 be provided.

18 44. Defendants breached that duty to protect Snoopy by failing to properly vet Ms. Bridges,
19 and by failing to provide sufficient supervision to ensure the dog’s safety. Indeed, Defendants failed to
20 take any steps to ensure the safety of Snoopy.

21 45. Plaintiff was harmed because her dog was killed, thereby depriving her of her dog and
22 medical treatment, and aggravating her preexisting Medical Condition.

23 46. Defendants’ breach was a direct and proximate cause of Plaintiff’s resulting harm.

24 47. Defendants’ negligence was a substantial factor in causing Plaintiff’s harm.

25 48. Defendants conduct was malicious, oppressive and fraudulent warranting punitive
26 damages.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECOND CAUSE OF ACTION

Negligent Infliction Of Emotional Distress

(Against All Defendants)

49. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.

50. Defendants negligently as detailed above.

51. As a direct and proximate result of Defendants conduct, Plaintiff has suffered and continues to suffer emotional distress.

52. Defendants' conduct was a substantial factor in causing Plaintiff's severe emotional distress.

53. Defendants conduct was malicious, oppressive and fraudulent warranting punitive damages.

THIRD CAUSE OF ACTION

Negligent Misrepresentation

(Against all Defendants)

54. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.

55. Defendant Rover represented to Plaintiff that Defendant Ms. Bridges was a trusted sitter. Specifically, Rover falsely claims that "all sitters pass a basic background check" and that "all sitters are approved by our team of sitter specialists." These statements are false.

56. Defendant Ms. Bridges was not vetted, her house was not fenced as advertised, and she did not keep Snoopy safe from harm.

57. Defendant Rover had no reasonable grounds for believing its representations were true when they were made because they do not perform background checks as advertised, and do not check the truth of their sitters' advertised property.

1 79. Defendants conduct was malicious, oppressive and fraudulent warranting punitive
2 damages.

3 **SIXTH CAUSE OF ACTION**

4 **Breach of Contract**

5 **(Against all Defendants)**

6 80. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though
7 fully set forth herein in their entirety.

8 81. Plaintiff and Defendants entered into a contract on April 3, 2017 regarding the sitting of
9 Snoopy.

10 82. Plaintiff did all of her obligations that the contract required of her to do by paying Rover
11 for Rover and Ms. Bridges' dog sitting services.

12 83. Snoopy's safe supervision and control were required by the contract for Defendants'
13 performance.

14 84. Defendants failed to supervise Snoopy or keep him safe as the contract required them to
15 do.

16 85. Plaintiff was harmed because her dog was killed.

17 86. Defendants' breach of contract was a substantial factor in causing Plaintiff's harm.

18 **SEVENTH CAUSE OF ACTION**

19 **Breach of Bailment**

20 **(Against all Defendants)**

21 87. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though
22 fully set forth herein in their entirety.

23 88. Plaintiff temporarily gave control over and possession of her dog Snoopy to Defendant
24 Ms. Bridges and Defendant Rover for the purpose of daycare services performed upon the dog, in
25 exchange for payment for the service rendered.

26 89. Defendants, as bailees, failed to care for Snoopy adequately and failed to supervise
27 Snoopy properly, and are liable for costs associated with Snoopy's loss.
28

