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7	SUPERIOR COURT OF THE STATE OF CALIFORNIA	
8	FOR THE COU	INTY OF LOS ANGELES
9		
10		Case No.
11		COMPLAINT FOR:
12	JANE DOE, an individual,	COM EMINITOR.
13	Plaintiff,	(1) NEGLIGENCE
14	VS.	(2) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
15	A PLACE FOR ROVER, INC., a Delaware corporation dba ROVER.COM; ANGELICA BRIDGES, an individual, and DOES 1 through 10, inclusive,	(3) NEGLIGENT MISREPRESENTATION
16 17		(4) INTENTIONAL MISREPRESENTATION
18		(5) CONVERSION
	Defendants.	(6) BREACH OF CONTRACT
19		(7) BREACH OF BAILMENT
20		(8) BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
21 22		DEMENTO
23		[DEMAND FOR JURY TRIAL]
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COMPLAINT

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

## INTRODUCTION

- 1. Rover is a business valued at \$300 million that targets customers by exploiting the emerging "gig-economy." Rover spends millions of dollars crafting the façade of a company that cares about animals and its customers, which falsely claims it has a rigorous vetting system for its sitters and falsely guarantees complimentary insurance to its customers. In reality, Rover does *nothing* to vet its sitters and does not offer any meaningful insurance to its aggrieved customers.
- 2. Indeed, the contrast between what Rover says and what Rover does could not be more stark. Rover coyly brands itself as "The Dog People," falsely stating, for example and without limitation, "we have high standards for our pet sitters," "all sitters are approved by our team of sitter specialists," "Rover accepts less than 20% of potential sitters," and "we monitor sitter behavior to ensure they continue to meet our standards"
- 3. In reality, there is *no system* in place to vet sitters, and some sitters are "repeat offenders" that have already irresponsibly led to the death of pets in their care. Rover's greed to develop its user base and please investors has corrupted whatever values led to its inception.
- 4. This case is about Rover and co-defendant Bridges' inability to care for Snoopy, an emotional support animal entrusted to it, the faulty software of Rover that limited Plaintiff's ability to rescue Snoopy, and Rover's false advertising of their company. Plaintiff seeks damages for a litany of Rover's abuses, not least of which is the harm suffered due Defendants negligence, untruthful statements, and callous disregard for the rights of their victim.

## **JURISDICTION AND VENUE**

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

6. Venue is proper in this judicial district because Defendant Angelica Bridges resides in this county and a substantial part of the events or omissions which gave rise to the claim occurred in this county.

## **PARTIES**

- 7. Plaintiff JANE DOE is an individual who resides in the County of Los Angeles, State of California. Jane Doe is a fictitious name to protect the privacy and anonymity of the victim.
- 8. Defendant A PLACE CALLED ROVER, INC. ("Defendant" or "Rover") is a Delaware corporation, that owns and operates an application and web site, "Rover.com." Its principal place of business is 711 Capitol Way S, Suite 204, Olympia, Washington 98591 and it does business nationwide.
- 9. Defendant ANGELICA BRIDGES, who is also known as "Angie B." ("Defendant" or "Ms. Bridges"), is an individual who, upon information and belief, resides at 342 S. Reeves Drive, Beverly Hills, California 90212.
- 10. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1-10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of these fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's injuries as herein alleged were proximately caused by the aforementioned Defendants.

#### **FACTUAL ALLEGATIONS**

## **Plaintiff's Prior Existing Medical Condition**

- 11. Plaintiff is a single female who lives alone in Los Angeles, California. Plaintiff does not have any family living in California.
- 12. Plaintiff suffers from a serious medical condition for twenty years that impacted her abilities ("Medical Condition"). Plaintiff's medical team exhausted all treatment options available for her Medical Condition. After all treatments failed, her physician advised an emotional support animal as a final treatment option.

## **Snoopy's Unique and Particular Value**

- 13. On or around November 4, 2016, Plaintiff adopted a dog named "Snoopy" as an "Emotional Support Animal" upon prescription from her physician as a part of her treatment plan for her Medical Condition.
- 14. Snoopy was a 6 pound Papillon mix, and was approximately 1.5 years old when his life was tragically cut short. Snoopy was perfectly trained, extremely well behaved, house broken, extremely calm, never barked, was good with other animals and with all people, and never exhibited aggressive behavior. Notably, Snoopy never ran away and never displayed any such tendencies.
- 15. Snoopy liked to be by Plaintiff's immediate side at all times and accompanied Plaintiff everywhere –cross-country trips, outings, meetings, treatment sessions, and to all her appointments, including her therapist's office, who was allergic to dogs and refused to meet with the Plaintiff if Snoopy were present. Since Plaintiff was so attached to Snoopy, the Plaintiff opted to change her therapist rather than attend the therapy appointment alone without Snoopy.
- 16. Plaintiff became accustomed to taking Snoopy everywhere she went, and suffered anxiety without Snoopy's accompaniment. Plaintiff did not leave Snoopy for longer than five hours over the course of the five months he lived with her.
- 17. Indeed, Snoopy helped dramatically to improve Plaintiff's Medical Condition compared to other costly forms of medical treatment, and proved to be an extremely effective form of medical treatment that Plaintiff heavily relied upon.
- 18. Most importantly, Plaintiff became dependent on Snoopy's special skill whereby he awoke Plaintiff every morning to take her medications to treat her Medical Condition. Upon discovering the Plaintiff's benefit of Snoopy's disability-related service, Plaintiff began researching local dog trainers to formally train Snoopy to become an official ADA certified service dog for his disability-related service.

# Rover Steps In

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

- 20. After a lot of research on daycare options, Plaintiff chose Rover because she believed it was the safest option compared to other daycare facilities, and because all services booked on Rover were covered by premium insurance.
- Ms. Bridges advertised services for daycare in her house in Beverly Hills, California. Ms. Bridges Rover profile advertised that she had a fenced in yard, experience with dogs, and 5-star reviews.
- 22. In reality there was no properly fenced in yard. Despite this fact, Ms. Bridges left Snoopy outside unattended, directly leading to his death.
- 23. On or around 5:00 p.m. Plaintiff messaged Ms. Bridges through the Rover app that she "may be home later than I expected." On or around 5:58 p.m., Ms. Bridges messaged back, "No worries." The latter text was sent ten minutes before Animal Control was called to pick up Snoopy's carcass, which means that Snoopy had already escaped long beforehand, and Ms. Bridges at the time, was not supervising Snoopy.
- On or around 8:00 p.m., Plaintiff saw that Angie messaged her on the Rover app: "I tried calling you through Rover but it is not going through! Please call me asap. Snoopy went under a literal 2 inch opening under our fence & we have had the whole neighborhood looking for him right now. Please call me! (310) 993-XXXX." The message was sent on or around 7:10 p.m. However, Plaintiff did not see Ms. Bridges' text message until approximately 8:00 p.m. and did not receive any of Ms. Bridges' attempted phone calls through the Rover app, due to the Rover app's malfunction. Plaintiff attempted to contact Ms. Bridges several times through the Rover App, but the phone and message system in the app were still not functioning.
- 25. Plaintiff had to leave work to go search for Snoopy. Ms. Bridges was unresponsive by phone and at her house. Instead, Plaintiff had to enlist help from a friend to search the neighborhood for Snoopy.
- 26. After approximately four hours of searching for Snoopy, a neighbor, encountered Plaintiff who witnessed Snoopy's hit-and-run accident, and had called 911 on or around 6 p.m., the exact same time that Ms. Bridges was texting with Plaintiff.

#### **Aftermath**

- 27. After Snoopy was killed, Plaintiff was left with the responsibility of tracking down the body's location, and coordinate and pay for his cremation.
- 28. Plaintiff has experienced extreme emotional distress due to Snoopy's death, which aggravated and worsened her Medical Condition. The distress prevented her from beginning her new full-time job, leaving the house, and going to scheduled doctor appointments.
- 29. Additionally, the incident has caused serious concern to the Plaintiff's family, including the Plaintiff's mother, who had to make an emergency cross-country flight to care for the Plaintiff who was alone suffering from severe emotional distress.
- 30. The following weeks after Snoopy's death, Defendant Rover persistently emailed, called, and left approximately voicemails on Plaintiff's personal phone. Rover attempted to coerce Plaintiff to submit invoices and documentation of Snoopy's "after care" expenses merely two days after the date of death, and gave her a thirty-day limit to submit documentation of costs to waive her rights to seek further remedy.
- 31. Defendant Rover has also persistently and insensitively sent emails to Plaintiff requesting feedback on their customer service during the Plaintiff's time of mourning. Plaintiff had to hire counsel to stop Rover from the ongoing harassing contact.
- 32. In the aftermath. Rover made the express representations to Plaintiff that they would deactivate Ms. Bridges account, and investigation would ensue.
- 33. This was also false. Approximately a few weeks after Snoopy's death, Rover reinstated Ms. Bridges' sitter account, and Rover approved Ms. Bridges to return as a "trusted" Rover sitter, endorsing her caretaking services merely days after Snoopy's death.
- 34. Rover disabled Plaintiff's ability to rate and leave a "verified review" for Ms. Bridges' caretaking services of Snoopy. Instead, Rover only posted verified reviews that rate 5 stars for Ms. Bridges' services, so she is represented as a vetted, top-rated 5-star Rover sitter to all prospective clients.

- 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

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

#### **CAUSES OF ACTION**

## FIRST CAUSE OF ACTION

## Negligence

- 41. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.
- 42. Defendant Rover negligently failed to provide any vetting of Defendant Ms. Bridges in her position as a "trusted" Rover dog sitter where she was able to commit wrongful acts described herein. Defendant Bridges negligently failed to monitor Snoopy who was entrusted to her care.
- 43. Defendants have a legal duty to use due care in providing dog sitting services when customers dogs are entrusted in their care, particularly since they provide assurances that such care will be provided.
- 44. Defendants breached that duty to protect Snoopy by failing to properly vet Ms. Bridges, and by failing to provide sufficient supervision to ensure the dog's safety. Indeed, Defendants failed to take any steps to ensure the safety of Snoopy.
- 45. Plaintiff was harmed because her dog was killed, thereby depriving her of her dog and medical treatment, and aggravating her preexisting Medical Condition.
  - 46. Defendants' breach was a direct and proximate cause of Plaintiff's resulting harm.
  - 47. Defendants' negligence was a substantial factor in causing Plaintiff's harm.
- 48. Defendants conduct was malicious, oppressive and fraudulent warranting punitive damages.

#### **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**

- 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.

- 58. Defendant Rover intended that Plaintiff rely on this representation when it advertised that Ms. Bridges was a safe and vetted trusted sitter to induce Plaintiff to purchase her services through their company.
- 59. Plaintiff reasonably relied on Defendant Rover's representation because she hired Ms. Bridges on Rover's app after reading its advertisements and promises.
- 60. Plaintiff was harmed when her dog was killed while under Defendants' paid services and care.
- 61. Plaintiffs reliance on Defendant Rover's representation was a substantial factor in causing her harm.
- 62. Defendants conduct was malicious, oppressive and fraudulent warranting punitive damages.

## FOURTH CAUSE OF ACTION

## **Intentional Misrepresentation**

- 63. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.
- 64. Defendant Rover expressly and implicitly represented that the exclusively selected group of sitters, including Ms. Bridges, were safe and responsible sitters for hire, background checked by Rover, and have honest profiles that advertise their services.
- 65. Defendant Rover's representation that Defendant Ms. Bridges is safe, vetted and trusted was false because her house was not fenced as advertised, and she did not keep Snoopy safe from harm.
- 66. Defendant Rover knew that the representation was false when if made it, or made the representation recklessly and without regard for its truth because Rover does not perform background checks as advertised because they allowed Ms. Bridges to continue being a sitter after notice that Snoopy died under her care; does not check the truth of their sitters' advertised property since they allow Ms. Bridges to continue to advertise on Rover app that she has fenced yards, and does not guarantee the safety or trust of its sitters since it denies any liability for Snoopy's death.

- 67. Defendant Rover intended that Plaintiff rely on this representation when it advertised that Ms. Bridges was a safe and vetted trusted sitter to induce Plaintiff to purchase her services through their company.
- 68. Plaintiff reasonably relied on Defendant Rover's representation because she hired Ms. Bridges on Rover's app after reading its advertisements and promises.
- 69. Plaintiff was harmed when her dog was killed while under Defendants' paid services and care.
- 70. Plaintiff's reliance on Defendant Rover's representation was a substantial factor in causing her harm.
- 71. Plaintiff suffered actual damages, emotional damages, and consequential damages in an amount to be determined by the court according to proof.
- 72. Defendants conduct was malicious, oppressive and fraudulent warranting punitive damages.

#### FIFTH CAUSE OF ACTION

#### Conversion

- 73. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.
  - 74. Plaintiff owned the personal property, a dog named Snoopy, at the time of conversion.
- 75. Defendants substantially interfered with Snoopy by knowingly or intentionally destroying Snoopy or preventing Plaintiff from having access and use of Snoopy.
- 76. Plaintiff did not consent to Defendants destroying Snoopy or the wrongful dominion that Defendants exerted over Snoopy.
- 77. Plaintiff was harmed, and Defendants' conduct was a substantial factor in causing Plaintiff's harm.
- 78. Plaintiff suffered actual damages, emotional damages, and consequential damages in an amount to be determined by the court according to proof.

**COMPLAINT FOR DAMAGES** 

- 90. Plaintiff, as bailor, delivered Snoopy to Defendants creating a bailment.
- 91. Plaintiff, demanded the return of Snoopy, and Snoopy was not returned alive nor dead.
- 92. Defendants, as the bailees, had sole actual and physical possession of Snoopy.
- 93. Defendants breached bailment because Snoopy was killed and not returned to Plaintiff in his undamaged condition.
- 94. Plaintiff has been damages by Defendants' conduct. Defendants conduct was malicious, oppressive and fraudulent warranting punitive damages.

## EIGHTH CAUSE OF ACTION

# Breach of the Covenant of Good Faith and Fair Dealing (Against Rover)

- 95. Plaintiff incorporates the allegations contained in the foregoing paragraphs as though fully set forth herein in their entirety.
- 96. Plaintiff and Defendants entered into a contract on April 3, 2017 whereby Defendant agreed to insure Plaintiff for its losses.
- 97. Implied in such a contract is a covenant that the insurer will act it good faith and deal fairly with its insured; that they will do nothing to interfere with its insureds' rights to receive the benefits of the insurance contract; that it will not place its own interests before those its insures; that it will exercise diligence, good faith and fidelity in safeguarding the interests of its insured; and that it will deal ethically with its insured.
- 98. Rover breached the implied covenant of good faith and fair dealing by, inter alia, refusing to cover Plaintiff's losses, interpreting the insurance contract in an unreasonable manner, and changing its coverage position without cause.
- 99. Plaintiff is entitled to attorney's fees under *Brandt v. Superior Court*, 37 Cal. 3d. 813 (1983) for all attorney's fees and expenses that it reasonably has incurred and will incur to obtain the benefits of the insurance Plaintiff was sold and was bargained for.

100. The conduct above was done with conscious disregard of Plaintiff's rights and with the intent to vex, injure or annoy Plaintiff, so as to constitute oppression, fraud and malice, entitling Plaintiff to punitive damages.

## **PRAYER**

Wherefore, Plaintiff Jane Doe prays for judgment against Defendants Rover and Ms. Bridges as follows:

- 1. For an award of compensatory damages for costs associated with Snoopy's death and replacement as shall be established by proof at time of trial;
- 2. For an award of consequential damages for costs associated with Snoopy's death and replacement as shall be established by proof at time of trial;
- 3. For an award of actual damages for the unique and peculiar special value of the Snoopy as shall be established by proof at time of trial;
- 4. For emotional distress damages as shall be established by proof at time of trial;
- 5. For an award based upon lost income in such amounts as shall be established by proof at time of trial;
- 6. For exemplary and/or punitive damages;
- 7. For treble damages;
- 8. For Plaintiff's attorneys' fees incurred herein pursuant to the eighth cause of action;
- 9. For interest, expenses and costs of suit to the extent permitted by law; and
- 10. Any other relief the Court may deem just and proper.

DATED: February 26, 2018 TAULER SMITH LLP

By:

Robert Tauler

Attorneys for Plaintiff