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11
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and others similarly situated*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15
16 **TAMARA MARGOLIS**, an individual;
17 **AIMEE TULLY**, an individual; on behalf
of themselves and all others similarly
situated,

18
19 Plaintiffs,

20 v.

21 **HEALTHY SPOT LLC**, a Limited
22 Liability Company; and **DOES 1-20**,
inclusive,

23 Defendants.

CASE NO.: 21STCV25347

**CLASS ACTION THIRD AMENDED
COMPLAINT for:**

1. **VIOLATION OF THE CONSUMER
LEGAL REMEDIES ACT**
2. **VIOLATION OF THE UNFAIR
COMPETITION LAW**
3. **FALSE AND MISLEADING
ADVERTISING IN VIOLATION OF
CALIFORNIA BUSINESS AND
PROFESSIONS CODE**
4. **BREACH OF EXPRESS WARRANTY**
5. **NEGLIGENT MISREPRESENTATION**

24
25
26 **-AND-**

27 **DEMAND FOR JURY TRIAL**
28

CLASS ACTION THIRD AMENDED COMPLAINT; Case No. 21STCV25347

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1 Plaintiffs TAMARA MARGOLIS and AIMEE TULLY, on behalf of themselves and all others
2 similarly situated (the “Class,” as defined below), allege as follows upon information and belief based,
3 *inter alia*, upon investigation conducted by Plaintiffs and their counsel, except as to those allegations
4 pertaining to Plaintiffs personally, which are alleged upon knowledge:

5 **I. INTRODUCTION**

6 1. This action is about the worst imaginable animal abuse in California, and Defendant
7 HEALTHY SPOT’s concealment from the public. One need look no further than the photos included
8 in this Complaint for an overview of the tragic consequences of Defendants’ abusive conduct. The
9 abuse is pervasive, systematic-and deadly. It arises from HEALTHY SPOT LLC’s (“HEALTHY
10 SPOT”) deceptive advertising that conceals the conveyor-belt style approach to dog grooming and the
11 total failure to properly train, supervise, or monitor the employees tasked with meeting impossible
12 corporate expectations, which has resulted in countless serious injuries and deaths of innocent,
13 vulnerable dogs, devastating their owners.

14 2. HEALTHY SPOT operates 20 grooming facilities in retail spaces all over the state of
15 California. Founded in 2008, HEALTHY SPOT has grown rapidly over the past decade and now
16 dominates the dog grooming market in Southern California, with 7 facilities within the City of Los
17 Angeles alone. At the busiest location in Santa Monica, HEALTHY SPOT sometimes books 100 dogs
18 for grooming appointments per day.

19 3. Founded by Andrew Kim and Mark Boonnark, HEALTHY SPOT boasts its “Core
20 Values,” including that they “believe in profits with principles,” and that “pets are family,” on its
21 website and in its retail stores. These “values” hide the ugly truth of what really happens during
22 grooming at HEALTHY SPOT. The reality is that HEALTHY SPOT protocols and practices, uniform
23 across all locations, encourage its employees to put profits over safety of the dogs they groom.

24 4. In order to lure customers into HEALTHY SPOT stores and grooming salons, the
25 company advertises and assures customers that its grooming employees are experienced, well-educated
26 and highly trained.

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1 5. Within the past year, HEALTHY SPOT has been responsible for serious injuries and
2 deaths, including the tail amputation of Plaintiff Aimee Tully’s Pomeranian, Noel, and the death by
3 strangulation of Plaintiff Tamara Margolis’ dog, Charlie, as well as many other dogs across California.

4 6. In addition to the devastating injuries to and loss of cherished family pets, Plaintiffs,
5 and many other families, have suffered monetary damages, as they have incurred veterinarian bills
6 resulting from the animal abuse and in trying to save their dogs’ lives and to continue to treat their
7 permanent injuries and disabilities. Though HEALTHY SPOT in many cases has made overtures to
8 pay for the initial emergency visits that result from its gross negligence, the emotional distress suffered
9 by the families they have harmed is always left out of the equation.

10 7. Despite the clear connection between HEALTHY SPOT corporate’s demands on
11 bathers and groomers to wash ever more dogs per day and the number of injuries and deaths associated
12 with their services, Healthy Spot has yet to change its policies.

13 8. This action, on behalf of Plaintiffs and other similarly situated class members, seeks to
14 enjoin HEALTHY SPOT’s systemic animal abuse and compensate the dog owners who have been
15 harmed by HEALTHY SPOT.

16 **II. JURISDICTION AND VENUE**

17 9. This Court has jurisdiction over Defendant HEALTHY SPOT because HEALTHY
18 SPOT operates each of its 20 locations and has its principal place of business in California.

19 10. Plaintiffs, on behalf of themselves and others similarly situated, have been harmed by
20 Defendants’ torts in California.

21 11. The Superior Court of California for Los Angeles County is a court of general
22 jurisdiction and therefore has subject matter jurisdiction over this action.

23 12. Venue is proper in Los Angeles County because Defendant HEALTHY SPOT is a
24 corporation with its headquarters in Culver City, California, and because a substantial portion of the
25 injuries giving rise to Defendants’ liability occurred in Los Angeles County.

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28 ///

1 **III. THE PARTIES**

2 **A. Plaintiffs**

3 13. Plaintiff TAMARA MARGOLIS resides in Los Angeles County, California and was a
4 HEALTHY SPOT customer in April of 2021. Plaintiff's four-year-old, healthy, emotional support
5 dog, Charlie, was killed at the HEALTHY SPOT location in West Los Angeles, located at 11820 Santa
6 Monica Blvd., Los Angeles, CA 90025 on April 23, 2021.

7 14. Plaintiff AIMEE TULLY resides in Orange County, California and was a HEALTHY
8 SPOT customer in January of 2021. Plaintiff's dog, ten-year-old Noel, was severely injured and
9 disfigured at the HEALTHY SPOT location in Costa Mesa, located at 1880 Newport Blvd. Costa Mesa,
10 CA 92627 on January 23, 2021.

11 **B. Defendants**

12 15. Defendant HEALTHY SPOT is a pet store and dog grooming company headquartered
13 in Culver City, California. HEALTHY SPOT operates a chain of stores, dog daycares, and grooming
14 facilities all over the state of California.

15 16. Except as described herein, Plaintiffs are ignorant of the true names of Defendants sued
16 as Does 1 through 20 inclusive and, therefore, sue these Defendants by such fictitious names. Plaintiffs
17 will seek leave of the Court to amend this Complaint to allege their true names and capacities when
18 they are ascertained. Plaintiffs allege that each of these Doe Defendants is responsible in some manner
19 for the acts and occurrences alleged herein, and that Plaintiffs' damages were caused by such Doe
20 Defendants.

21 17. Defendant HEALTHY SPOT has a history of fraudulent activity. Dating back to 2019,
22 HEALTHY SPOT has been sued for fraud and other claims by its investors, as more fully set forth in
23 Los Angeles Superior Court Case No. 19SMCV01431. Among the prior allegations are claims that
24 HEALTHY SPOT carried out a scheme to defraud its initial investor in favor of a later investor in a
25 sum in excess of \$5,000,000.00. It is alleged in that action that HEALTHY SPOT sought to strip its
26 initial investor of preferred shareholder rights, resulting in damages. This pattern of fraud continues to
27 the present time, as is set forth below in greater detail.

1 18. Defendants, and the Doe Defendants, and each of them, are individually sued as
2 participants and as aiders and abettors in the improper acts, plans, schemes, and transactions that are
3 the subject of this Complaint.

4 **C. Agency & Concert of Action**

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

16 **IV. FACTUAL ALLEGATIONS**

17 **A. Healthy Spot Advertises High Quality, Safe Grooming Services by Experienced**
18 **Groomers**

19 20. After aggressively expanding from its first location in 2008 to locations in well-known
20 neighborhoods in Southern California by 2020, HEALTHY SPOT has become known throughout the
21 state for its green logo boasting the catchphrase “mind, body and bowl” and a commitment to “inspiring
22 healthy pet lifestyles.”

23 21. In addition to operating retail spaces that sell food and supplies for both dogs and cats,
24 Healthy Spot offers small dog daycare, nutrition consultations, obedience training, and on-site
25 grooming and styling services.

26 22. HEALTHY SPOT offers its grooming services at 15 locations in Los Angeles County,
27 including DTLA, Silverlake, Hancock Park, Manhattan Beach, Topanga, West Hollywood, West LA,
28 and their busiest store, Santa Monica, as well as a store in Costa Mesa, and three stores in the Bay Area.

1 23. A source of enormous profit for the company, HEALTHY SPOT advertises its
2 grooming salon by claiming to “provide high quality styling services for the beauty and wellness” of
3 dogs, and promises use of the “highest quality natural, eco-friendly and biodegradable products.”

4 24. The advertisements are prominent and repeated both online and in stores. When
5 potential customers navigate to the Healthy Spot landing page, healthyspot.com, the first thing they
6 read and rely on in booking an appointment for grooming services, is one of the many representations
7 that Healthy Spot makes:

8 “We offer full-service grooming and small dog daycare services focused on the highest
9 standards of quality, safety and personal care. At Healthy Spot, your pet’s health and wellbeing will
10 always come first.”

11 25. When customers proceed to the grooming page, healthyspot.com/pages/grooming-
12 salon, the company goes even further, representing that “**Healthy Spot Grooming advocates and**
13 **thoroughly trains for a grooming experience that is positive for the owner, and safe for our doggie**
14 **guests**” and promises that their groomers and staff are “experienced and well educated.”

15 26. For those customers who do not book online, Healthy Spot makes the same
16 representations in a Brochure titled, “Healthy Spot Services for your Pet Family,” in stores via posted
17 advertisements and via their retail employees, who make representations about the experience and
18 training of grooming staff in person and over the phone.

19 27. These representations are untrue and deceptive.

20 28. Healthy Spot’s Safety Standards, published on their website, emphasize that “In the
21 United States, the pet grooming and services industry lacks regulation and oversight. As a result, Healthy
22 Spot was founded...to elevate the industry standards for safety, care and integrity.” This shows that
23 Healthy Spot was aware of lack of regulatory oversight over the care and well-being of animals, and
24 specifically marketed itself as an industry leader in safety, care and integrity, as opposed to its
25 competitors, which were not donning the mantle as leaders in safety and wellbeing of pets.

26 29. Healthy Spot plastered its marketing materials with claims about safe grooming services
27 as an inducement for business from people who did not feel they had access to a reputable, trusted
28

1 service for their pets. Plaintiffs and the class relied upon these representations about Healthy Spot’s
2 founding principles and commitment to safety in choosing to use Healthy Spot’s grooming services.

3 30. Among other representations about the safety of their grooming practices, Healthy Spot
4 states that:

- 5 a. They have “a strict zero-tolerance policy for neglect or abuse of pets under our
6 care;”
- 7 b. They “require every team member to undergo a rigorous training course;” and
- 8 c. That “each team member trained at Healthy Spot completes extensive training
9 before they are authorized to bathe or groom dogs.”

10 31. About the Training Program Healthy Spot represents all bathers and groomers must
11 undergo, the company states:

- 12 a. “The Healthy Spot training program is standardized across all our salons;”
- 13 b. “The topics covered in the training program include compassionate dog
14 handling, pet CPR and first aid, and bathing and drying techniques;” and
- 15 c. “Safety, procedural and technical training for all grooming team members is
16 led by a collaborative team of nine leaders from different specialized
17 disciplines;”

18 32. Regarding Grooming Salon and Grooming Tool Safety, Healthy Spot promises:

- 19 a. “Our Health Checks, by trained grooming professionals, include examining the
20 dog’s skin, coat, breathing, vitals and behaviors. We discuss health conditions
21 and review any notes on file with the pet parents prior to each groom;”
- 22 b. “We provide extensive training in the use of brushes, combs, dematters and other
23 tools commonly used during grooming. When in the salon, team members are
24 monitored to help ensure stringent safety guidelines are followed while
25 operating any of these tools;” and
- 26 c. “Our team is trained to use the tether seatbelt method and figure-eight harness
27 to secure pet breeds prone to heart conditions, respiratory difficulties, and trachea
28 collapses. Safely tethering these breeds takes extra care and compassion.

1 Healthy Spot team members are specially trained in the bestpractices for caring
2 for animals with these conditions.”

3 33. These representations are untrue and deceptive.

4 **B. Healthy Spot Boasts a Grooming Academy Committed to the Highest Standards**
5 **of Pet Grooming, but Employs Untrained and Unskilled Bathers and Groomers**

6 34. In addition to advertising grooming services by trained professionals, HEALTHY SPOT
7 advertises that its groomers receive high quality training.

8 35. Healthy Spot’s high-quality training for its dog groomers is nothing more than an
9 expensive Certificate Programs for inexperienced groomers and bathers, and is not necessarily
10 connected to whether or not an attendee actually gets employment at Healthy Spot. It includes, among
11 other things, a “Level 1: Certified Bather” Program that costs \$1,899.00 and a “Level 4: Certified
12 Professional Stylist” Program that costs \$2,499.00.

13 36. Healthy Spot employees do not necessarily enroll in or attend these training programs.
14 In fact, many Healthy Spot employees do not enroll in these programs, but receive low-wage, on-the-
15 job training, with no prior education or experience on safely bathing or groom dogs.

16 37. HEALTHY SPOT pays its dog bathers and groomers minimum wage or close to
17 minimum wage. Groomers receive additional compensation via tips from dog owners, and are
18 incentivized to groom as many dogs as quickly as possible to receive those extra tips.

19 38. There is no government agency or regulatory body that administers an annual safety
20 certification of pet groomers. Therefore, HEALTHY SPOT’s creation of a training program is meant
21 to reassure potential customers that its employees, unlike other groomers in the industry, have particular
22 skill and experience to create a safe environment for pet grooming. While Healthy Spot advertises that
23 it implements a rigorous safety certification of its groomers via uniform practices across every location,
24 these advertisements are a sham.

25 39. One uniform HEALTHY SPOT corporate policy that prioritizes profits over safety
26 dictates that groomers receive an additional dollar per hour for every additional dog serviced that day.
27 This incentivizes groomers to groom as many dogs in as short a time as possible for profit.

28

1 **C. Healthy Spot Hires Bathers and Groomers with Little to No Experience and Fails**
2 **to Train Them in the Way Healthy Spot Advertises**

3 40. On information and belief, HEALTHY SPOT rarely hires bathers or groomers who have
4 been trained, let alone completed any of their Academy courses, and instead trains the majority of its
5 employees on the job by having them work directly with dogs and shadow other inexperienced
6 employees.

7 41. On information and belief, HEALTHY SPOT rarely hires retail employees who have
8 experience or training in proper grooming techniques, and instead trains the majority of its employees
9 on the job by having them shadow other inexperienced employees. On information and belief, these
10 employees regularly make false representations about the training, experience, and safety of
11 HEALTHY SPOT grooming services.

12 42. The employees who do the majority of the work on the dogs have no input or say in
13 how many dogs per day they are assigned by HEALTHY SPOT.

14 43. Dog Grooming traditionally consists of two categories of service: a bath or a grooming.
15 Dogs who only need to be bathed, are those whose fur does not grow like human hair, and so is not
16 required to be cut or styled. Dogs whose hair does grow must be seen by both a bather and a groomer.
17 The approximate average cost of a grooming for a Poodle, Doodle or Medium to Large dog is \$140.00.

18 44. Dog bathers, the entry level position in a grooming salon, including at HEALTHY
19 SPOT as evidenced by the Level 1 categorization in their Academy, are involved in servicing every
20 dog.

21 45. At HEALTHY SPOT, a standard pet bath includes washing, shampooing, drying,
22 clipping toenails, cleaning ears, and anal gland expression. For dogs whose fur mats, which occurs
23 when an animal's fur becomes knotted and entangled, the additional service of dematting the fur must
24 also be completed. Teeth brushing is a common add-on bath service. For each dog, each of these
25 services is completed by a single "Bather."

26 46. Depending on the size and breed of the dog, a standard bath can take anywhere between
27 30 minutes to 2 hours. Defendant HEALTHY SPOT has implemented uniform grooming practices to
28 maximize grooming production.

1 47. **In a single day, each bather at HEALTHY SPOT often personally services as many**
2 **as 12 dogs**-6 dogs who receive only bath services, and 6 dogs who receive grooming services in
3 addition to bath services, because bathers and groomers are required to meet a grooming quota pursuant
4 to HEALTHY SPOT's strict uniform policies.

5 48. Though bathers complete most of the work and are tasked with providing services that
6 take the longest amount of time, scheduling at HEALTHY SPOT is handled by receptionists and
7 Groomers. Even worse, according to employees, HEALTHY SPOT uniform corporate policies dictate
8 that no location can "turn away" any walk-in requests for dog bathing or grooming.

9 49. In order to complete the dematting and drying process, and to comply with HEALTHY
10 SPOT's strict uniform policies and practices, bathers at HEALTHY SPOT place each dog onto a flat,
11 raised platform that is equipped with a tall metal arm to latch a lead from the device to the dog. The
12 lead is wrapped around the dog's neck like a noose to avoid resistance but is not designed to be safely
13 pulled fully taut, so the dog's paws can comfortably reach the ground. Dogs are kept restrained by the
14 noose on the raised platform for the duration of the drying process, which can take at least an hour.
15 Failure to keep the noose loose puts the dog at risk of trauma, including strangulation or cutting off its
16 airway.

17 50. **HEALTHY SPOT employees commonly injure, and on occasion, kill dogs by**
18 **failing to keep the lead noose loose** when drying and dematting during a grooming session.

19 51. Many other grooming techniques, such as drying and dematting fur, also require tools,
20 that when used on dogs improperly, can result in serious injury or death. HEALTHY SPOT uses strict
21 uniform grooming practices throughout its stores, and routinely fails to properly train its bathers and
22 groomers in the proper use of tools and devices, which has repeatedly resulted in the serious injury and
23 death of innocent dogs in their care.

24 **D. Healthy Spot Knew Bathers and Groomers who were Untrained and**
25 **Unsupervised were Seriously Injuring Dogs, but Failed to Stop the Serious**
26 **Injuries and Deaths to Dogs**

27 52. The infliction of serious injury or death to pets in the care of Healthy Spot bathers and
28 groomers has been reported directly to HEALTHY SPOT and via social media sites, including Yelp,

1 Facebook, and Instagram. HEALTHY SPOT’s own surveillance videos have captured groomers in the
2 act of injuring dogs, putting HEALTHY SPOT on notice of the abuse.

3 53. HEALTHY SPOT employs the grooming staff at each location, develops and
4 implements strict uniform policies and practices, and is responsible for training, managing and
5 supervising each of its grooming employees on a daily basis.

6 54. Despite representing that specific safety standards are used on their website, HEALTHY
7 SPOT deceives customers by intentionally failing to tell them that HEALTHY SPOT policies and
8 procedures routinely involve unsafe, dangerous and abusive methods of restraint, drying and use of
9 tools.

10 55. HEALTHY SPOT retail stores and grooming facilities contain multiple surveillance
11 video cameras, many of which have filmed bathers and groomers at work. HEALTHY SPOT conducts
12 video surveillance on its groomers to ensure compliance with its uniform grooming conduct required
13 at all stores.

14 56. Further, HEALTHY SPOT’s Corporate Headquarters employs regional managers who
15 work out of each location and directly manage the bathers and groomers. Uniform grooming policies
16 and protocols, including which tools employees are allowed to use on dogs, and how many dogs are to
17 be scheduled per day, are created and enforced by HEALTHY SPOT Corporate Headquarters and the
18 implementation of each policy is overseen by HEALTHY SPOT Corporate employees.

19 57. Despite actual knowledge, awareness, and means of control, and as dogs continued to
20 die while in the care of Healthy Spot and dog owners continued to report serious injuries, HEALTHY
21 SPOT failed to fix or address the problem. Instead, Healthy Spot continued to advertise itself as a
22 company that cared about pets like they are “family,” and that all grooming employees were extensively
23 and adequately trained and certified to provide professional and safe care to pets.

24 **E. Healthy Spot Continues to Value Profits over Pets**

25 58. As detailed below, Plaintiff Aimee Tully’s dog, Noel, was brutally abused and
26 disfigured in January of 2021. On January 27, 2021, Andrew Kim, Co-Founder and CEO of Healthy
27 Spot, issued a letter taking full responsibility for the injury, and stating that the company has a “zero-
28 tolerance policy for mishandling of pets under our care.” Even more, Mr. Kim stated that from that

1 date forward, Healthy Spot would “double down on [their] mission to set the highest standards in the
2 pet service industry for safety. . .”

3 59. Despite the representations in Mr. Kim’s letter, dogs continued to be abused and harmed
4 at Healthy Spot stores, including Plaintiff Tamara Margolis’ dog, Charlie, who was cruelly abused and
5 killed using a noose lead restraint method that the company **publicly denounced in published safety**
6 **standards on their website**, but that grooming employees routinely use with the permission of
7 management, as evidenced by internal surveillance footage.

8 60. Yelp reviews as recent as May 2021 further demonstrate that HEALTHY SPOT’s
9 dangerous policies and practices have not changed. **HEALTHY SPOT continues to advertise the**
10 **training and experience of its groomers, including by making intentional omissions about the**
11 **safety standards and methods used by groomers and scheduling more dogs than its bathers and**
12 **groomers can handle, resulting in injury and trauma to dogs, and vet bills and emotional torment**
13 **to their owners.**

14 61. The reviews demonstrate HEALTHY SPOT’s lack of concern for animals in its care
15 and repeated violations of California Animal Cruelty laws, including Penal Code §597 which states
16 that it is a crime for anyone who has the charge or custody of any domestic animal to subject that animal
17 to needless suffering, inflict unnecessary cruelty upon the animal, *or in any manner abuse* that animal.

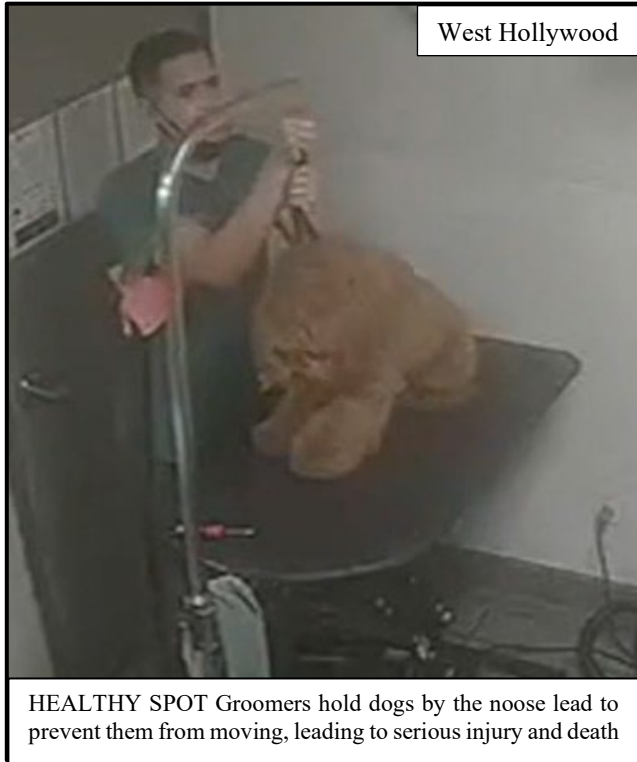
18 Cal. Pen. Code §597(b):

19 “. . . every person who . . . tortures, torments, deprives of necessary sustenance, drink, or shelter,
20 cruelly beats, mutilates, or cruelly kills any animal, or causes or procures any animal to be so .
21 . . . tortured, tormented, deprived of necessary sustenance, drink, shelter, or to be cruelly beaten,
22 mutilated, or cruelly killed; **and whoever, having the charge or custody of any animal**, either
23 as owner or otherwise, **subjects any animal to needless suffering, or inflicts unnecessary**
24 **cruelty upon the animal, or in any manner abuses any animal**, or fails to provide the animal
25 with proper food, drink, or shelter or protection from the weather, or who drives, rides, or
26 otherwise uses the animal when unfit for labor, is, for each offense, guilty of a crime punishable
27 pursuant to subdivision (d).”

28 62. As a result of the uniform abusive conduct practiced at HEALTHY SPOT, multiple
instances of abuse occurred at multiple HEALTHY SPOT stores. Below are examples, including
screenshots of HEALTHY SPOT surveillance videos, of HEALTHY SPOT’s systemic infliction of
abuse and unnecessary cruelty on dogs, resulting in severe injury and death at eight separate locations:

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- a. At the Costa Mesa location in September of 2018, a dog who suffered severe neck trauma during a grooming session was returned to his owners without notification by HEALTHY SPOT employees, despite his gums being blue. He began to cough up blood and *died* just hours after leaving Healthy Spot.
- b. At the downtown Los Angeles location, since 2019 HEALTHY SPOT employees have ruptured dogs’ anal glands, kept dogs in kennels for hours and groomed dogs on grooming platforms covered in other dogs’ fur. One review in February 2019 described the HEALTHY SPOT staff as “poorly trained.”
- c. At the Silver Lake location in May 2019, a dog suffered a two inch long cut on his leg while at HEALTHY SPOT, and HEALTHY SPOT employees failed to inform the owner about the injury.
- d. At the West Hollywood location in May 2019, a dog was returned home to its owner with cotton balls lodged in both ears. In June 2020, a dog developed a bacterial infection on his paw due to unsanitary grooming conditions. In February 2021, a dog was choked and grabbed repeatedly by the beard during grooming. In May 2021, a dog suffered cuts on both ears, his stomach and both testicles during a single grooming session.



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- e. At the Topanga location, HEALTHY SPOT groomers left gauze in a dog’s ear on more than one occasion in early 2020.
- f. At the Long Beach location on May 29, 2020, a dog was strangled by the noose lead during a grooming session, resulting in serious injuries. In May 2021, a dog owner was told that HEALTHY SPOT policy prevents employees from taking dogs to the bathroom, even if they have been kenneled there for more than four hours.

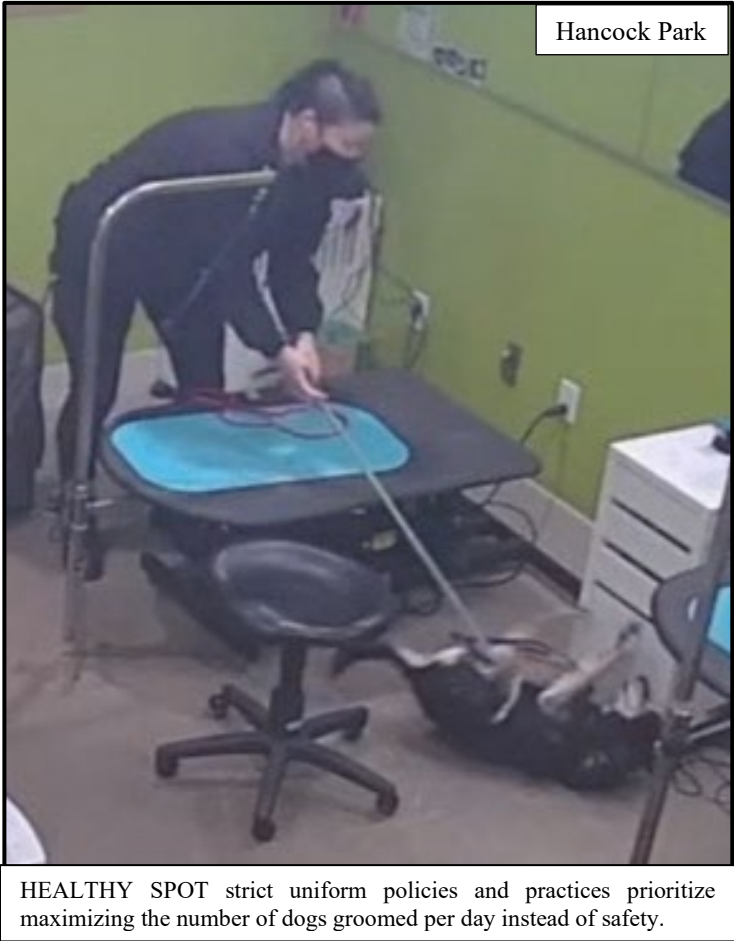


- g. At the Century City location on December 17, 2020, a dog was rendered unconscious during the bath portion of a grooming session but was not attended to or provided medical care.

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h. At the Hancock Park location on March 1, 2021, a dog was strangled by the noose lead and punched in the face, resulting in injuries. Two days later, on March 3, 2021, a dog who was neglected while attached to the grooming platform by the noose lead, fell off of the platform and landed on his back, resulting in serious injuries.



63. As alleged above, Defendant HEALTHY SPOT uses video surveillance cameras in its grooming areas in its stores

64. A common theme in many HEALTHY SPOT Yelp reviews, in addition to descriptions of animal abuse and neglect, is the fact that dog owners were misled by HEALTHY SPOT’s website and aggressive advertising into believing that HEALTHY SPOT employs highly trained, professional, and caring groomers to service dogs.

65. Plaintiffs are informed and believe that the following other injuries have also resulted during grooming sessions at HEALTHY SPOT.

1 66. Each of the incidents described above, as well as every grooming session and incident
2 that occurs at each HEALTHY SPOT location in California, is documented via surveillance video from
3 multiple angles and retained by HEALTHY SPOT Corporate in Culver City, California.

4 **F. Class Representatives and their dogs, Charlie and Noel, were victims of Healthy**
5 **Spot’s Deceptive Advertising, Untrained Employees and Dangerous Policies**
6 Tamara Margolis and Charlie

7 67. Four years ago, Plaintiff TAMARA MARGOLIS purchased a smart, healthy and loving
8 Maltese Poodle mix (“multi-poo”) named Charlie for her young daughter. Charlie was her daughter’s
9 emotional support dog at the time of the grooming.



18 Charlie was killed at HEALTHY SPOT.

19 68. Charlie and Ms. Margolis’ daughter bonded immediately, and along with Charlie’s
20 duties as emotional support dog, the two became best friends. They have been inseparable for the past
21 four years and during that time, Ms. Margolis’ daughter came to rely on Charlie’s support and care for
22 her health and well-being.

23 69. When the world shut down due to the Covid-19 Pandemic, Charlie remained by his
24 companion’s side as a source of comfort and normalcy when she was unable to attend school in person
25 or see her friends.

26 70. In early 2021, Ms. Margolis took Charlie to a HEALTHY SPOT store in Marina Del
27 Rey and heard from retail workers that HEALTHY SPOT “takes care of dogs,” and “only sell[s] the
28 best food and products.”

1 71. Before making a grooming appointment, Ms. Margolis also visited the HEALTHY
2 SPOT website to look at dog food for Charlie. She saw that Healthy Spot advertised top of the line
3 food and high quality, safe grooming services by well-educated, trained groomers.

4 72. Ms. Margolis called the Marina Del Rey HEALTHY SPOT Location and told
5 HEALTHY SPOT employees that she was interested in making a grooming appointment, but that she
6 was hesitant due to Charlie being shy with strangers. HEALTHY SPOT employees told her not to
7 worry, that the company had good grooming salon staff who are trained, that they would take care of
8 Charlie and that he would be fine. She was also told that the female groomer who would work on
9 Charlie was wonderful. The employees emphasized that the grooming staff are trained and know what
10 they are doing when it comes to dogs less comfortable with the grooming process and that Charlie
11 would be fine in their care.

12 73. Because HEALTHY SPOT employees told Ms. Margolis the groomers were trained and
13 experienced, Ms. Margolis believed a harness restraint method, standard in the industry, instead of a
14 noose lead restraint method, would be used on Charlie during grooming. The same representation was
15 made in HEALTHY SPOT's Safety Standards, posted on their website, attached hereto as Exhibit A.

16 74. Based on these representations about the training and experience of the groomers, as
17 well as the representations made on the website regarding the safety and quality of Healthy Spot's
18 grooming services, Ms. Margolis booked her first appointment at Marina Del Rey.

19 75. A month into the COVID-19 pandemic, she decided to make a second appointment for
20 Charlie at the West LA Healthy Spot location located at 11820 Santa Monica Blvd, Los Angeles, CA
21 90025. Again, in a telephone conversation with a HEALTHY SPOT representative, Ms. Margolis
22 stated her concerns about Charlie needing time to warm up to strangers. Again, Ms. Margolis was told
23 not to worry about Charlie's behavior and that the Healthy Spot groomers would take care of him.

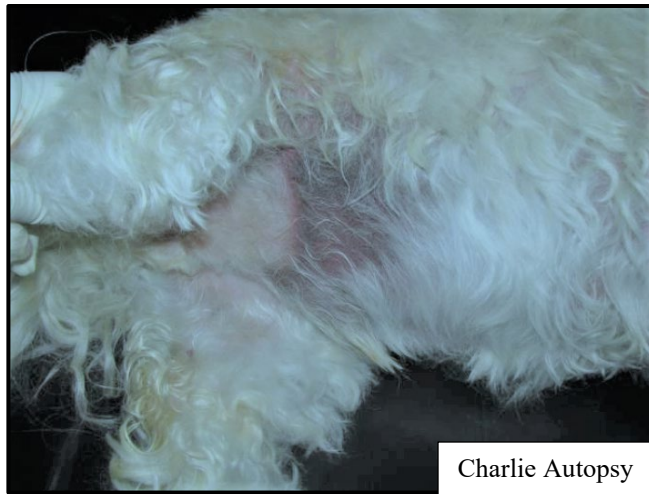
24 76. Ms. Margolis relied on the continuing representations of the HEALTHY SPOT
25 representative, and the representations on the website regarding the quality of Healthy Spot services,
26 in making the grooming appointment at the West LA location.

27 77. The representations proved to be untrue. Ms. Margolis was deceived by the
28 representations.

1 78. On April 24, 2021, Charlie was dropped off at Healthy Spot. He never returned home.

2 79. A couple of hours later, the family received a phone call from a Healthy Spot employee
3 who stated that Charlie had been rushed to a nearby Veterinarian VCA clinic.

4 80. Ms. Margolis immediately drove to VCA but was too late. Charlie was dead. A
5 subsequent autopsy confirmed that the injury was significant and the cause of death was trauma. **The**
6 **HEALTHY SPOT surveillance video footage confirms that HEALTHY SPOT abused and killed**
7 **Charlie during the grooming.** The autopsy noted “dark reddish bruising on the abdomen,” as shown
8 below in an autopsy photo of Charlie:



17 81. During Charlie’s grooming session at HEALTHY SPOT, the noose lead was kept tight
18 around his neck. His feet could not reach the grooming table and he struggled for air. Despite clear
19 signs of extreme discomfort and distress, with Charlie fighting for his life for an extended time,
20 HEALTHY SPOT failed to loosen the lead. As a result of the abuse, Charlie’s tongue turned blue and
21 he stopped breathing.

22 82. Charlie’s fatal injuries and the animal abuse were observed in person from just feet away
23 by the Lead Groomer, who worked in a supervisory capacity. The entire fatal sequence was captured
24 by HEALTHY SPOT on its surveillance video.

25 83. Plaintiff TAMARA MARGOLIS’ dog, Charlie, was brutally abused and killed due to
26 the lack of skill, training, management, oversight or supervision of HEALTHY SPOT Employees and
27 due to the misrepresentations and omissions made by HEALTHY SPOT about the safety, quality and
28 training of its groomers and grooming services.

1 84. Plaintiff TAMARA MARGOLIS suffered damages due to HEALTHY SPOT's
2 deceptive and unlawful acts, causing the death of Charlie.

3 Aimee Tully and Noel

4 85. Plaintiff AIMEE TULLY has been a lifelong animal lover, who has adopted, fostered,
5 and volunteered with dogs for many years. In early 2021, Ms. Tully was the proud owner of two
6 healthy, docile, ten-year-old Pomeranians and one foster Pomeranian.

7 86. When Ms. Tully heard about the new grooming salon, HEALTHY SPOT in Costa Mesa,
8 she visited the website and read Healthy Spot's representations that its grooming services are focused
9 on the highest standards of quality and safety.

10 87. When combing the website before deciding to book an appointment at HEALTHY
11 SPOT, Ms. Tully saw and reviewed HEALTHY SPOT's Safety Standards. Ms. Tully was especially
12 concerned about the quality of grooming services and the training of groomers in the use of restraints
13 and tools on Pomeranians, as they are especially difficult to groom.

14 88. Relying on what she had seen on the website regarding the training and experience of
15 HEALTHY SPOT groomers and the HEALTHY SPOT grooming services safety standards, Aimee
16 called and made an appointment for her three dogs to have a bath and a sanitary shave. Her dogs had
17 been to groomers many times and had never had any issues before.

18 89. Ms. Tully was deceived by and relied upon the representations on the HEALTHY SPOT
19 website.

20 90. When Ms. Tully picked up her dogs, she knew immediately when she arrived home that
21 the dogs had been poorly bathed and not given the sanitary shave. She brought the dogs back to
22 HEALTHY SPOT in hopes that the facility would honor the package she had paid for by redoing the
23 baths. She was deceived by and relied upon the representations in the HEALTHY SPOT website, that
24 her first grooming experience was not representative of the safety, quality or training involved in
25 HEALTHY SPOT grooming.

26 91. Ms. Tully arrived back at HEALTHY SPOT in Costa Mesa on January 23, 2021 with
27 two of her three dogs. Her two dogs, but especially her dog Noel, became visibly frightened, shaking
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1 and covering when the groomers came out. At the time, the groomers at HEALTHY SPOT laughed
2 and brushed this reaction off, taking the dogs to the back.

3 92. An hour later, Ms. Tully received a call from a groomer at HEALTHY SPOT, who told
4 Ms. Tully that there had been an accident involving Noel. The groomer explained that Noel had a cut
5 on her tail that HEALTHY SPOT believed would be fine, but since it was bleeding, the cut might need
6 to be glued shut. The groomer told Ms. Tully she needed to meet them at the Veterinarian, where they
7 had already taken Noel.

8 93. Ms. Tully was terrified and upset that her dog was injured and had been taken to a
9 veterinarian without her knowledge. She rushed to see Noel. When she arrived, though Noel had yet to
10 be seen by the vet, her tail had already been bandaged by HEALTHY SPOT employees.

11 94. The vet explained to Ms. Tully that Noel was seriously injured and that she needed to
12 go to an emergency vet right away for surgery. Noel's tail was not only cut, *it was lacerated to the*
13 *bone.*



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24 A HEALTHY SPOT Groomer brushed Noel's tail so aggressively it was cut and lacerated
25 to the bone. Five inches of her tail were amputated.

26 95. Ms. Tully rushed Noel to an emergency vet, who explained that Noel would need to be
27 sedated for emergency surgery to have her tail amputated due to the severe laceration and fact that
28 bones in her tail were crushed. Because of the severity of the injury, the emergency vet believed that

1 the injury had occurred by a HEALTHY SPOT employee slamming a kennel door on Noel's tail. Only
2 similar extreme force could cause the tail dislocation, laceration, and damage that Noel had suffered.

3 96. Noel survived surgery, but *five inches of her tail was amputated* and she has continued
4 to suffer from pain and discomfort since the injury.

5 97. HEALTHY SPOT's video footage of Noel's grooming session shows that Noel's tail
6 was abused by being brushed so aggressively with a dematting comb that she suffered the severe,
7 disfiguring injury. To this day, after numerous vet visits, Noel remains traumatized by the abuse she
8 suffered at HEALTHY SPOT.

9 98. Plaintiff AIMEE TULLY's dog, Noel, was abused and suffered permanent
10 disfigurement due to the lack of skill, training, management, oversight or supervision of HEALTHY
11 SPOT Employees and due to the misrepresentations and omissions made by HEALTHY SPOT about
12 the safety, quality and training of its groomers and grooming services.

13 99. Plaintiff AIMEE TULLY suffered damages due to HEALTHY SPOT's deceptive and
14 unlawful acts, causing injury to Noel.

15 100. All grooming services were carried out according to strict uniform practices at
16 HEALTHY SPOT, with each groomer instructed and supervised by HEALTHY SPOT management
17 so as to maximize speed and profits. To assure compliance with HEALTHY SPOT's strict uniform
18 practices, all grooming was videotaped by HEALTHY SPOT's video surveillance cameras.

19 **V. CLASS ALLEGATIONS**

20 101. Plaintiffs bring this action as a class action, pursuant to California Code of Civil
21 Procedure § 382 **on behalf of a uniform Class**, defined as follows:

22 **ALL HEALTHY SPOT CUSTOMERS WHOSE DOGS WERE PHYSICALLY**
23 **HARMED AND/OR KILLED AT ANY OF THE 20 HEALTHY SPOT LOCATIONS**
24 **IN CALIFORNIA BETWEEN JULY 2018 AND JULY 2021.**

25 102. This action is properly maintainable as a class action because:

26 a. The Class of customers is so numerous that joinder of all members is
27 impracticable. HEALTHY SPOT services from 50 to 100 dogs per day at each of its 20
28 locations. There are thousands of HEALTHY SPOT Customers all over the state of California

1 and at least 50 negative Yelp reviews regarding incidents at Healthy Spot locations within the
2 relevant time period, in addition to the incidents suffered by the two class representatives
3 described herein;

4 b. There are questions of law and fact which are common and uniform to the Class
5 including the following: whether the Defendant has violated various laws, including California
6 animal abuse and cruelty laws and consumer protection laws and whether the Class is entitled
7 to damages, as a result of Defendant's wrongful conduct;

8 c. Plaintiffs are committed to prosecuting this action and have retained competent
9 counsel experienced in litigation of this nature;

10 d. The claims of Plaintiffs are typical of the claims of other members of the Class
11 and Plaintiffs have the same interests as the other members of the Class. Plaintiffs will fairly
12 and adequately represent the Class;

13 e. The prosecution of separate actions by individual members of the Class would
14 create a risk of inconsistent or varying adjudications with respect to individual members of the
15 Class which would establish incompatible standards of conduct for Defendants, or
16 adjudications with respect to individual members of the Class which would, as a practical
17 matter, be dispositive of the interests of other members not parties to the adjudications or
18 substantially impair or impede their ability to protect their interests.

19 f. A class action is superior to all other available methods for the fair and
20 efficient adjudication of this controversy since joinder of all members is impracticable.
21 Furthermore, as the damages suffered by individual Class members may be relatively small,
22 the expense and burden of individual litigation make it impossible for members of the Class to
23 individually redress the wrongs done to them. There will be no difficulty in the management
24 of this action as a class action.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

4 **Against All Defendants**

5 **Cal. Civ. Code §§ 1750 et seq.**

6 103. Plaintiffs incorporate by reference each and every allegation contained above.

7 104. The affidavits of Plaintiffs Tamara Margolis and Aimee Tully, in compliance with Cal.
8 Civ. Code § 1780(d), are being submitted concurrently.

9 105. Plaintiffs served Defendant with a Demand for Action letter Pursuant to the
10 requirements of California Civil Code § 1782 on January 18, 2022. A true and complete copy of
11 Plaintiffs' Letter is attached hereto as **Exhibit B**. Defendant responded to the letter on February 16,
12 2022, but failed to remedy any of the violations specifically outlined in the letter or detailed herein as
13 of the date of the filing of this complaint, more than 30 days from service of the Demand.

14 106. The strict, uniform policies, acts, practices and material omissions of Defendants as
15 described above were intended to deceive Plaintiffs and the Class as described herein and have resulted
16 in harm to Plaintiffs and the Class.

17 107. The actions violated and continue to violate the California Consumer Legal Remedies
18 Act (CLRA) in at least the following aspects:

- 19 a. In violation of Section 1770(a)(5) of the CLRA, Defendants' acts, practices,
20 and omissions constitute representations that the services have characteristics,
21 uses or benefits, which they do not.
- 22 b. In violation of Section 1770(a)(7) of the CLRA, Defendants' acts, practices
23 and omissions constitute representations that the services are of a particular
24 quality, which they are not.

25 108. By committing the acts alleged above, Defendants have violated the CLRA.

26 109. Pursuant to California Civil Code § 1780(a) and California Penal Code §597, Plaintiffs
27 and the Class are entitled to an order enjoining the above-described wrongful acts and practices of
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1 Defendants, restitution, an order awarding the payment of costs and attorneys' fees, and any other relief
2 deemed appropriate and proper by the Court under California Civil Code § 1780.

3 110. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF THE UNFAIR COMPETITION LAW**

6 **Against All Defendants**

7 **Cal. Bus. & Prof. Code § 17200 et seq.**

8 111. Plaintiffs incorporate herein by reference and re-allege all of the allegations stated in
9 this Complaint.

10 112. California Business and Professions Code section 17200 et seq., prohibits unfair
11 competition in the form of any unlawful, unfair or fraudulent business act or practice and unfair,
12 deceptive, untrue, or misleading advertising. The utilization of such practices and advertising was and
13 is under the sole control of Defendants and was fraudulently and deceptively hidden from Healthy Spot
14 customers and members of the general public in their marketing and promotion of Healthy Spot
15 grooming services via strict, uniform policies and practices.

16 113. Plaintiffs are informed and believe, and on that basis allege that Defendants have
17 engaged in unlawful, unfair and/or fraudulent business acts or practices that violate the Unfair
18 Competition Law by: (a) misrepresenting the level of skill, training, management, supervision, and
19 oversight of HEALTHY SPOT grooming and bathing employees; (b) misrepresenting the grooming
20 conditions at HEALTHY SPOT locations; (c) inflicting cruelty on innocent animals and denying them
21 proper veterinary care and treatment in a timely fashion; (d) failing to maintain proper sanitation so as
22 to protect the health of the dogs in their care; (e) keeping dogs in small and unsafe kennels for hours at
23 a time (f) and other conduct and uniform policies and practices that violates the below-listed laws,
24 including the False Advertising Law, Cal. Bus. & Prof. Code § 17500, Cal. Penal Code §597 and
25 Consumer Legal Remedies Act, Cal. Civ. Proc. Code § 1750.

26 114. Defendants committed a deceptive act by making written and/or oral material
27 representations and omissions that had a capacity, tendency, or likelihood to deceive or confuse
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1 reasonable consumers by making the following representations on its website and in its stores, among
2 others:

- 3 a. “At Healthy Spot, your pet’s health and wellbeing will always come first.”
- 4 b. “[Healthy Spot] provide[s] high quality styling services for the beauty and
5 wellness of your dog.”
- 6 c. “Healthy Spot Grooming advocates and thoroughly trains for a grooming
7 experience that is positive for the owner, and safe for our doggie guests.”
- 8 d. “[O]ur experienced and well-educated groomers and staff are on hand to attend
9 to the unique requirements of your dog so as to ensure a soothing, relaxing,
10 positive and safe experience for your pup.”

11 115. In addition, following the January 2021 abuse and injury to Noel, as described above,
12 Defendants publicly stated that HEALTHY SPOT will advocate for improvement of safety standards.
13 This was a misrepresentation as no further safety measures were implemented to prevent continued
14 animal abuse, and four months later, in April, 2021, Charlie was abused and killed by HEALTHY
15 SPOT.

16 116. Defendants continue to dictate and practice the same strict uniform grooming practices,
17 and continue to commit unlawful, unfair, or fraudulent business acts or practices to this day, as these
18 misrepresentations remain on the HEALTHY SPOT website as of the filing of this Complaint.

19 117. Defendants’ acts, misrepresentations, concealment of material facts and failures to
20 disclose as alleged in this Complaint, constitute unlawful, unfair or fraudulent business acts or practices
21 and unfair, deceptive, untrue or misleading advertising within the meaning of California Business &
22 Professions Code section 17200 et seq.

23 118. Upon information and belief, Defendants intended that customers rely on these
24 deceptive acts and practices in purchasing grooming packages and making grooming appointments,
25 with the knowledge that significant harm would result.

26 119. Plaintiffs and the Class did, in fact, purchase grooming packages and made grooming
27 appointments for their dogs in reliance on these deceptive acts and practices and suffered damages as
28 a result of Defendants’ conduct, including significant personal and financial costs.

1 is untrue or misleading, and which is known, or which by the exercise of reasonable care should be
2 known, to be untrue or misleading, or for any person, firm, or corporation to so make or disseminate
3 or cause to be so made or disseminated any such statement as part of a plan or scheme with the intent
4 not to sell that personal property or those services, professional or otherwise . . . as so advertised.”

5 126. Defendants have disseminated, or caused to be disseminated, false and misleading
6 statements and representations in the promotion, marketing, and/or sale of grooming and bathing
7 packages and grooming and bathing services. These statements and representations include, but are not
8 limited to, direct statements, over the phone and in person when speaking to potential consumers about
9 Healthy Spot’s grooming services and offerings and via Defendants’ marketing materials, statements
10 in advertisements on the HEALTHY SPOT Website and in emails, made to Plaintiffs and the public,
11 regarding the skills, training, management, supervision and oversight of HEALTHY SPOT grooming
12 Employees and the conditions of HEALTHY SPOT Grooming salons. These statements were and
13 continue to be false.

14 127. In making or disseminating the statements alleged herein, Defendants knew, or by the
15 exercise of reasonable care should have known, that such statements were untrue or misleading and in
16 violation of California Business and Professional Code section 17500 et seq. Specifically, Defendants
17 knew or by the exercise of reasonable care should have known, that the employees hired to bathe and
18 groom dogs are not adequately or properly trained, managed, or supervised in bathing or grooming
19 techniques for dogs.

20 128. As a direct and proximate result of Defendants’ conduct, Plaintiffs suffered substantial
21 monetary and non-monetary damages.

22 129. Defendants, directly and indirectly, made substantially similar misrepresentations to
23 each member of the Class, who also suffered the serious injury or death of a dog while in HEALTHY
24 SPOT’s custody and care.

25 130. Plaintiffs are informed and believe that Defendants continue to disseminate, or cause to
26 be disseminated, similar false and misleading statements about HEALTHY SPOT Grooming services
27 and salons, as Plaintiffs continue to see the statements on the HEALTHY SPOT Website and in stores
28 and continue to learn of new victims who have suffered in the same way Plaintiffs have.

1 131. Pursuant to California Business & Professions Code section 17535, Plaintiffs and the
2 Class seek an award of equitable and injunctive relief from this Court including requiring that
3 Defendants make full restitution of all monies obtained from the dissemination of false, untrue and
4 misleading statements in connection with grooming services, as described in this Complaint, including
5 but not limited to disgorging all profits obtained from the dissemination of false, untrue and misleading
6 statements, in connection with grooming services.

7 132. Pursuant to California Business & Professions Code section 17535, Plaintiffs and the
8 Class seek an award of injunctive relief enjoining Defendants from continuing to engage in the
9 dissemination of false, untrue and misleading public statements and representations in connection with
10 grooming services, as described in this Complaint.

11 133. Pursuant to California Business & Professions Code section 17534.5, damages awarded
12 under this cause of action are cumulative to remedies provided by other laws.

13 134. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

14 **FOURTH CAUSE OF ACTION**

15 **BREACH OF EXPRESS WARRANTY**

16 **Against All Defendants**

17 **Cal. Com. Code § 2313**

18 135. Plaintiffs incorporate herein by reference and re-allege all of the allegations stated in
19 this Complaint.

20 136. Plaintiffs are informed and believe that Defendants made express warranties to Plaintiffs
21 regarding the skills, training, management, policies, practices, oversight, and supervision of grooming
22 and bathing employees and the conditions of HEALTHY SPOT grooming salons.

23 137. Plaintiff TAMARA MARGOLIS' dog, Charlie, was brutally abused and killed due to
24 the lack of skill, training, management, oversight or supervision of HEALTHY SPOT Employees.

25 138. Plaintiff AIMEE TULLY's dog, Noel, was brutally abused and suffered a serious,
26 permanent disfigurement due to the lack of skill, training, management, oversight or supervision of
27 HEALTHY SPOT Employees.

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1 139. Defendants, directly and indirectly, made substantially similar warranties to each
2 member of the Class, whose dogs also suffered a serious injury or death while in HEALTHY SPOT's
3 custody and care for grooming services, and who also suffered damages therefrom.

4 140. As stated herein, Defendants did not fully disclose the facts regarding the lack of skill,
5 training, management, supervision and oversight of HEALTHY SPOT bathing and grooming
6 employees to Plaintiffs, misrepresented the conditions of the grooming salons and Plaintiffs have taken
7 numerous reasonable and timely steps to notify Defendants of this breach of express warranty either
8 directly or indirectly, including the filing of this Complaint.

9 141. Plaintiffs have suffered economic damages due to the deceptive acts and practices of
10 Defendants that resulted in the serious injury and death of their dogs. These damages include, but are
11 not limited to, the purchase price of the grooming services that resulted in the serious injury and death,
12 as well as veterinarian costs, as herein described.

13 142. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

14 **FIFTH CAUSE OF ACTION**

15 **NEGLIGENT MISREPRESENTATION**

16 **Against All Defendants**

17 143. Plaintiffs hereby incorporate all of the foregoing paragraphs.

18 144. Defendants, directly or through their agents and employees, made false representations
19 to Plaintiffs and the members of the Class regarding the skills, training, management, oversight,
20 policies, practices, and supervision of grooming and bathing employees and the conditions of
21 HEALTHY SPOT grooming salons, when it knew or should have known that such representations
22 were false and/or misleading.

23 145. Plaintiffs and the Class justifiably relied on the false statements and misrepresented facts
24 and, as a result, sustained damages.

25 146. Defendants, directly and indirectly, made substantially similar misrepresentations to
26 Plaintiffs and each member of the Class.

27 147. Defendants, and each of them, aided and abetted, encouraged and rendered substantial
28 assistance in accomplishing the wrongful conduct and their wrongful goals and other wrongdoing

1 complained of herein. In taking action, as particularized herein, to aid and abet and substantially assist
2 the commission of these wrongful acts and other wrongdoing complained of, each of the Defendants
3 acted with an awareness of its primary wrongdoing and realized that its conduct would substantially
4 assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

5 148. As a result of Defendants' wrongful conduct, Plaintiffs and members of the Class have
6 suffered and continue to suffer economic losses and other general and specific damages.

7 149. WHEREFORE, Plaintiffs and the Class pray for relief as set forth below.

8 **VII. PRAYER FOR RELIEF**

9 Wherefore, Plaintiffs, on behalf of themselves, the class, and as private attorney generals
10 under California Business and Professions Code Section 17204, pray for relief, jointly and severally,
11 pursuant to each cause of action set forth in this Complaint as follows:

- 12 1. Preliminarily and permanently enjoining Defendants from continuing to violate
13 California law, including California Penal Code §597, their duties and the rights of
14 Plaintiffs as alleged herein;
- 15 2. Declaring this action to be a proper class action and certifying Plaintiffs as the Class
16 Representatives;
- 17 3. Awarding Plaintiffs and the other members of the Class compensatory damages
18 against all Defendants, jointly and severally, for all damages sustained as a result of
19 Defendants' wrongdoing, in an amount to be proven at trial, including interest thereon;
- 20 4. Awarding punitive damages and restitution where available;
- 21 5. Awarding Plaintiffs and the other members of the Class pre-judgment and post-
22 judgment interest, as well as reasonable attorneys' fees, expert witness fees, and other
23 costs and disbursements; and
- 24 6. Awarding Plaintiffs and the other members of the Class such other and further relief as
25 the Court may deem just and proper.

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1 **VIII. DEMAND FOR JURY TRIAL**

2 Plaintiff demands a trial by jury on all claims so triable.

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4 Dated: March 25, 2022

COTCHETT, PITRE & McCARTHY, LLP

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By: *Gary A. Praglin*
Gary A. Praglin
Attorneys for Plaintiffs

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EXHIBIT A



(<https://healthyspot.com>)

Our Safety Standards

In the United States, the pet grooming and services industry lacks regulation and oversight. As a result, Healthy Spot was founded by pet parents inspired to elevate the industry standards for safety, care and integrity.

At Healthy Spot, we have worked tirelessly to develop a comprehensive safety protocol and training program that helps ensure every dog is treated to a safe and healthful grooming session by compassionate and skilled professionals each time they step their paws into our salons.

We have a strict zero-tolerance policy for neglect or abuse of pets under our care. We believe pets are family and strive to create an environment that we would want for our own family members. Paramount to our values is trust. We are dedicated to leading with integrity and ensuring high-quality care.

Below is a summary of just some of the safety protocols and practices central to our mission. We require every team member to undergo a rigorous training course to instill these principles and our values into their daily work.

Team Member Safety Training

Each team member trained at Healthy Spot completes extensive training before they are authorized to bathe or groom dogs on their own in our salons.

The Healthy Spot training program is standardized across all our salons and includes an apprenticeship. The topics covered in the training program include compassionate dog handling, pet CPR and first aid, and bathing and drying techniques. Each team member must demonstrate the ability to perform the key skillsets learned through the program's written materials and hands-on training. Training material is regularly reassessed and updated.

Safety, procedural and technical training for all grooming team members is led by a collaborative team of nine leaders from different specialized disciplines.

The team of trainers is comprised of certified master groomers, grooming instructors, a senior operational expert and a certified dog trainer.

Salon Safety

Every Healthy Spot grooming salon is monitored to help ensure all team members follow safe handling procedures.

We regularly audit our services and operations to confirm compliance with our strict safety policies and best practices.

We have strict policies against leaving pets unattended on tables or in baths.

Falls in the salon are a leading cause of pet injury in the United States. To avoid injuries, we require pets to be supervised at all times in our salons.

We use grooming loops and leads with pets in our salons.

Grooming loops keep your pets safely in our arms and significantly reduce injuries.

Our team is trained to complete thorough nose-to-tail Health Checks on every dog that steps into our salons.

Our Health Checks, by trained grooming professionals, include examining the dog's skin, coat, breathing, vitals and behaviors. We discuss health conditions and review any notes on file with the pet parents prior to each groom.

Grooming Tool Safety

We train our teams on how to keep all their tools to be in good repair. Combs, blades and nail clippers must not rust or dull nor have jagged or missing teeth.

Our policy is to clean and sanitize tools in between each use to significantly reduce the risk of injury or irritation.

We provide extensive training in the use of brushes, combs, dematters and other tools commonly used during grooming. When in the salon, team members are monitored to help ensure stringent safety guidelines are followed while operating any of these tools.

Kennel Safety

It is our policy that kennel dogs have access to a fresh shower of water at all times. (https://healthyspot.com/pages/our-safety-standards#shipping)

Without the ability to sweat, many pets are prone to overheating. Fresh cool water helps pets cool down and stay happy. To avoid spreading illnesses, every pet has their own bowl.



We never use heated kennel drying. (https://healthyspot.com)

The use of heated kennel dryers is one of the leading causes of heatstroke and pet death in the grooming industry. From day one, we decided not to have heated kennel dryers in any of our locations.

We utilize a kennel card identification process.

No two pets are the same. We use kennel cards to communicate critical safety and identification information about each pet.

We train our team to clean and disinfect kennels, water bowls, tables and tools after every pet we serve.

Constant cleaning helps prevent the spread of disease and parasites and creates a safe, sanitary environment for all pets.

Safely Tethering Pets

Our team is trained to use the tether seatbelt method and figure-eight harness to secure pet breeds prone to heart conditions, respiratory difficulties, and trachea collapses.

Safely tethering these breeds takes extra care and compassion. Healthy Spot team members are specially trained in the best practices for caring for animals with these conditions.

We require some pets—most often large dogs over seven years old, small dogs over 10, all dogs younger than 6 months and dogs that suffer from seizures or panic attacks—to wear a happy hoodie during force drying procedures.

These dogs are more susceptible to stress during drying procedures. The happy hoodie puts pets at ease by reducing the volume of environmental noise and, therefore, reduces the risk of health episodes.

Should you have any additional questions or concerns about our Grooming Salon, please contact help@healthyspot.com (mailto:help@healthyspot.com). We appreciate the opportunity to offer our best-in-class grooming services to your family.

(/BLOGS/SPOTS-CORNER)



(<https://www.instagram.com/healthyspot/>)
(<https://www.youtube.com/channel/UC16GSpot/>)
(<https://www.facebook.com/healthyspot/>)

EXHIBIT B

SAN FRANCISCO
LOS ANGELES

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SEATTLE
NEW YORK

January 18, 2022

CERTIFIED MAIL, RETURN RECEIPT REQUESTED & E-MAIL

Kristen L. Spanier
Counsel for Healthy Spot
808 Wilshire Blvd. 3rd Floor
Santa Monica, CA 90401

KSpanier@kwikhlaw.com

Re: Demand for Action Pursuant to California Civil Code § 1782

Ms. Spanier:

As you are aware, Cotchett, Pitre, & McCarthy represents Aimee Tully and Tamara Margolis as class representatives of a putative class action filed against Healthy Spot, Inc. (“Healthy Spot”), Case No. 21STCV25347. This letter serves as notice and demand for corrective action by Healthy Spot pursuant to the Consumers Legal Remedies Act, California Civil Code § 1780 (“CLRA”).

We hereby demand, on behalf of Ms. Tully, Ms. Margolis, and all other Healthy Spot customers similarly situated (the “Plaintiffs”), that you fully reimburse the Plaintiffs for all grooming services where their dogs were injured, that you fully reimburse the Plaintiffs for any and all veterinary expenses incurred as a result of having their dogs groomed at Healthy Spot, and immediately “correct, repair, [or] replace” all policies and procedures that incentivize or allow Healthy Spot employees to prioritize speed over safety when grooming dogs, in violation of the CLRA. Cal. Civ. Code § 1782(a)(2).

FACTUAL SUMMARY

As outlined in Plaintiffs’ First Amended Complaint, Plaintiffs Tamara Margolis (“Plaintiff Margolis”) and Aimee Tully (“Plaintiff Tully”) were Healthy Spot customers whose dogs were abused during grooming at Healthy Spot resulting in the death by strangulation of Plaintiff Margolis’ dog, Charlie, and the serious injury and tail amputation of Plaintiff Tully’s dog, Noel. Other Healthy Spot customers’ dogs were similarly harmed. The abuse to Plaintiffs’ and other customers’ dogs was made possible via unsafe practices and an aggressive and deceptive advertising and marketing campaign.

In addition to the devastating injuries to and loss of cherished family pets, Plaintiffs and putative class members suffered monetary damages, as they have incurred veterinarian bills resulting from the animal abuse and in trying to save their dogs' lives and to continue to treat their permanent injuries and disabilities.

Healthy Spot advertising and marketing is replete with misrepresentations regarding the training, skill, quality, and safety of their grooming employees and services. These representations made in Healthy Spot's advertisements, marketing materials, and in stores directly to customers in person and via phone call, are false and misleading.

The acts of Healthy Spot, in making false representations regarding the quality of its grooming services, were and are unfair methods of competition and unfair or deceptive acts and practices in violation of the CLRA.

CLRA section 1770(a)(5) prohibits "[r]epresenting that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have." Healthy Spot violated the CLRA by making numerous misrepresentations about its dog grooming services, including by stating the following on its website:

- "At Healthy Spot, your pet's health and wellbeing will always come first."
- "[Healthy Spot] provide[s] high quality styling services for the beauty and wellness of your dog."
- "Healthy Spot Grooming advocates and thoroughly trains for a grooming experience that is positive for the owner, and safe for our doggie guests."
- "[O]ur experienced and well-educated groomers and staff are on hand to attend to the unique requirements of your dog so as to ensure a soothing, relaxing, positive and safe experience for your pup."

As described, the dog grooming services provided by Healthy Spot did not reflect the company's representations. Healthy Spot is in violation of CLRA sections 1770(a)(5) as a result.

CLRA section 1770(a)(7) prohibits "representing that goods or services are of a particular standard, quality, or grade." In making the misrepresentations described above, Healthy Spot falsely represented that its services were of a particular standard, quality, or grade, by representing that employees were highly trained and provided the best quality of care. Instead, Plaintiffs' dogs were injured or killed due to the poor training and supervision of Healthy Spot employees. Healthy Spot thereby violated CLRA section 1770(a)(7).

DAMAGES

Healthy Spot's violations of the CLRA has resulted in the devastating loss and disfigurement of Plaintiffs' dogs, as well as the serious injuries and deaths of customers' dogs across Southern California. These losses are immeasurable, but the harmed consumers are entitled to monetary compensation for at least the cost of the grooming service that resulted in the injury and death, the cost of all subsequent and related veterinary and medical services, the cost of all subsequent and related burial and necropsy services, as well as for punitive damages. These damages are itemized in more detail below.

DEMAND

Pursuant to California Civil Code section 1782, we hereby demand on behalf of our clients, and all others similarly situated, that Healthy Spot immediately correct, repair, replace, and otherwise rectify the violations of Civil Code Section 1770 through the following actions:

- Pay Plaintiff Tamara Margolis \$5,000.00 to reimburse her for the monetary cost and punitive damages associated with the loss of her beloved pet, Charlie.
- Pay Plaintiff Aimee Tully \$5,000.00 to reimburse her for the monetary cost and punitive damages associated with the serious injury to her beloved pet, Noel.
- Reimburse all unrefunded profits from grooming services to all other customers similarly situated who suffered the loss or serious injury to a pet due to Defendant's violations of the CLRA.
- Reimburse all other customers similarly situated for \$5,000.00 each to reimburse for the monetary cost and punitive damages associated with the loss of or serious injury to pets due to Defendant's violations of the CLRA.
- Limit the number of dogs grooming staff (including bathers) service per day to 5 dogs over a 10 hour period, including breaks.
- Implement uniform policies and procedures for training grooming and bathing staff prior to serving customers.
- Remove all policies and procedures that incentivize or allow Healthy Spot employees to prioritize speed over safety when grooming dogs
- Limit the use of dryers on dogs while dogs are kenneled and/or unsupervised
- Implement streaming technology for customers to observe their dog while in the care and custody of Healthy Spot
- Educate groomers on the risk of strangulation from misuse of the grooming table.

Plaintiffs reserve the right to seek all available remedies available under California Civil Code section 1780, including: actual damages; an order enjoining Healthy Spot's methods, acts, or practices; restitution of property; punitive damages and any other relief that the court deems proper.

Please contact us within thirty days with Healthy Spot's implementation of the remedies demanded, including proof of how Healthy Spot identified customers similarly situated and payment to those customers of \$5,000.00 each.

Very truly yours,

A handwritten signature in black ink that reads "Theresa Vitale". The signature is written in a cursive, flowing style.

THERESA VITALE

cc: Gary Praglin
Kelly Weil
Bethany Hill
Jonathan Steinsapir

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PROOF OF SERVICE

I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to this action. My business address is the Law Offices of Cotchett, Pitre & McCarthy, LLP, 2716 Ocean Park Boulevard, Suite 3088, Santa Monica, CA 90405. On this day, I served the following document(s) in the manner described below:

1. CLASS ACTION THIRD AMENDED COMPLAINT.

✓ **VIA ELECTRONIC TRANSMISSION:** I am readily familiar with this firm’s practice for causing documents to be served by electronic transmission. Following that practice, I caused the aforementioned document(s) to be electronically submitted to the e-mail addressee(s) specified below using the electronic service provider Case Anywhere.

Jonathan Steinsapir Kristen L. Spanier Kinsella Weitzman Iser Kump Holley LLP 808 Wilshire Blvd., Third Floor Santa Monica, CA 90401 jsteinsapir@kwikhlaw.com kspanier@kwikhlaw.com	COUNSEL FOR DEFENDANT HEALTHY SPOT, LLC
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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Santa Monica, California, March 25, 2022.

/s/ Melissa Bressick
MELISSA BRESSICK