

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF DORCHESTER )  
 )  
 MEGAN and TIM MADDEN, )  
 NICOLE and PETER CURRY, )  
 LAURA WILLIAMS, )  
 KRISTA JOHNSON, )  
 KAYLA BRITTON and )  
 MICHAEL BIRRELL, )  
 SHATARA BROWN and )  
 STEPHANIE AIKEN, and )  
 TRACY and QUINN WILLIAMS, )  
 )  
 Plaintiffs, )  
 )  
 vs. )  
 )  
 PETLAND SUMMERVILLE, LLC, )  
 PETLAND, INC., BRAD PARKER, )  
 DEBRA PARKER, LAMAR PARKER, )  
 KRISTEN PARKER, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

CASE NUMBER: 2020-CP-18-\_\_\_\_\_

**SUMMONS**

**TO THE DEFENDANTS ABOVE NAMED:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer on the undersigned at the office of Kidd Corvey & Simpson, LLC located at 914 Folly Road, Suite B, Charleston, South Carolina 29412, within thirty (30) days after service the service thereof, exclusive of the date of service; and if you fail to do so, judgement by default will be rendered against you for the relief demanded in the Complaint.

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Respectfully submitted,

/s/ Edward "Ted" R. Corvey, III  
Edward "Ted" R. Corvey, III  
South Carolina Bar No.: 101454

/s/ Benjamin Chad Simpson  
Benjamin Chad Simpson  
South Carolina Bar No.: 71257

/s/ E. Culver Kidd, IV  
E. Culver Kidd, IV  
South Carolina Bar No.: 76671

**KIDD CORVEY & SIMPSON, LLC**  
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/s/ Kimberly D. Ockene  
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**THE HUMANE SOCIETY OF THE UNITED STATES**  
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mlanglois@humanesociety.org  
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***ATTORNEYS FOR THE PLAINTIFFS***

July 15, 2020  
Charleston, South Carolina

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IN THE COURT OF COMMON PLEAS  
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**COMPLAINT**  
**(Jury Trial Demanded)**

Plaintiffs, by and through their undersigned attorneys, file this Complaint against Petland Summerville, LLC, Petland, Inc., et al., alleging that Defendant’s knowingly and fraudulently sold sick puppies to unwitting customers. Plaintiffs purchased their puppies at premium prices in reliance on Defendants’ lofty promises of high-quality breeding and healthy puppies. Plaintiffs were harmed and suffered damages as result of Defendant’s actions.

Plaintiffs bring this action collectively pursuant to Rule 20 of the South Carolina Rules of Civil Procedure. Joinder under Rule 20 is appropriate as each Plaintiff’s right to relief arose out of a series of similar transactions and occurrences involving the same Defendants, each involving questions of law and fact which are common to all Plaintiffs.

Plaintiffs hereby further allege as follows:

## **INTRODUCTION & GENERAL FACTUAL ALLEGATIONS**

1. Petland, Inc., (hereinafter “Petland”) is an international retail pet store corporation with approximately eighty-one (81) retail locations in the United States and one hundred and thirty (130) additional retail locations in countries around the world. Each of the retail locations is either owned and operated by Petland or operates as a franchise under the strict direction and control of Petland.

2. Petland requires that each of its retail franchise locations purchase puppies from suppliers that it has approved and nearly every approved supplier is a puppy mill or a puppy mill broker.

3. A “puppy mill” is a “dog breeding operation in which the health of the dogs is disregarded in order to maintain a low overhead and maximize profits.” *Avenson v. Zegart*, 577 F.Supp. 958, 960 (D. Minn. 1984).

4. Petland advertises itself as the “best in the business,” an “industry leader in the area of animal care,” that “leads the industry in care and compassion,” and “simply [does] not cut corners when it comes to the health and well-being of our puppies.” Furthermore, Petland requires its franchises and corporate run retail locations to sell these puppies to consumers while representing them as high quality bred with American Kennel Club (hereinafter “AKC”) certified (or other purebred or hybrid breed canine club or certifications) that only come from “hobby” and/or “USDA licensed breeders and distributors” that are hand selected by the Petland “Director of Animal Welfare Education.”<sup>1</sup>

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<sup>1</sup> See *Generally*, [www.petlandcares.com](http://www.petlandcares.com) (last accessed February 6, 2020).

5. The health and socialization issues of puppies bred in puppy mills are well-documented.<sup>2</sup>

6. Petland claims that the “health and well-being of our pets comes first;”<sup>3</sup> however, it (and their franchisees at its direction) continues to purchase dogs from sources best described as puppy mills and puppy mill brokers and breeders many of which have a well-documented history of USDA violations and animals kept in deplorable and unsanitary conditions that proliferate disease. Moreover, many breeders and brokers utilized by Petland that may not have any history of violations often have just as deplorable of conditions but have merely avoided scrutiny or citations because of a lack of oversight or underenforcement of regulations. Furthermore, many brokers and breeders utilized by Defendants regularly rename and/or reform their operations under new names in an effort to purposefully conceal past violations.<sup>4</sup>

7. Plaintiffs, each of whom purchased an animal from Petland Summerville, LLC (hereinafter “Petland Summerville”), placed their trust in Defendants, relying on the Defendants’ advertisements, as well as written and verbal representations that the puppies sold in the store were healthy animals who were routinely vet checked, vaccinated, and only came from the best breeders who conform to Petland’s purportedly rigorous and exacting standards.

8. Defendants routinely show prospective customers videos of state-of-the-art kennels with free roaming dogs and breeding facilities surrounded by scenic countryside. The videos are

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<sup>2</sup> E.g., [www.humanesociety.org/puppy-mill-research](http://www.humanesociety.org/puppy-mill-research); McMillan, Dr. Frank, Cummings School of Veterinary Medicine, *Puppy Mills: The Scientific Evidence of Harm They Cause to Dogs*, Nov. 26, 2012, citing McMilan FD, Duffy, DL, Serpell JA, *Mental Health of Dogs Formerly Used as ‘Breeding Stock’ in Commercial Breeding Establishments*, *Applied Animal Behavior Science* 2011; 135: 86-94; Solotaroff, Paul, *The Dog Factory: Inside the Sickening World of Puppy Mills*, *Rolling Stone Magazine*, January 2017.

<sup>3</sup> *See supra* n.1.

<sup>4</sup> Abe Miller, a frequent supplier to Petland Summerville, currently runs Preferred Canines, an Ohio based puppy brokerage and breeding operation. However, Miller has a long-documented history of USDA and other violations under many of the twelve (12) other company names that he has operated under in recent years. *See* <https://www.zanesvilletimesrecorder.com/story/news/2019/02/14/fresno-dog-breeder-named-yet-another-lawsuit/2868728002/> (last accessed July 14, 2020).

shown on large screen monitors near the puppy cages and on iPads during individual sales pitches. In reality, however, the vast majority of Petland's puppies come from overcrowded breeding operations that house numerous dogs in wire cages or other similar cramped enclosures.

9. A misleading expectation that Petland's puppies are healthy and sourced from high quality breeders is relayed directly to consumers in conjunction with Petland's other sales tactics that revolve around deceptive advertising, aggressive sales strategies, and falsehoods regarding quality by providing every buyer with some variety of "purebred" or other purported certification of quality.

10. Petland and its franchises, including Petland Summerville, buy their animals from sources both licensed and unlicensed by the United States Department of Agriculture (hereinafter "USDA"). Upon information and belief, Petland and its franchises purchase animals from breeders and brokers at relatively nominal costs in light of the retail prices most animals are sold for in Petland and its franchisees' stores. Petland and its franchises, including Petland Summerville, sell their animals at a premium typically upward of thousands of dollars. As a result, Petland and its franchises, including Petland Summerville, earn tremendous profits at the expense of these puppy mill puppies, their canine mothers, and the customers who ultimately purchase them.

11. Puppy mills operate like an assembly line in which breeders maximize profits by producing the largest possible number of puppies with little to no regard for the health and welfare of the breeding dogs or their puppies. Puppy mill operators and Petland retail stores routinely fail to adhere to generally accepted veterinary norms of nutrition, shelter, medical care, health testing and screening, and socialization for the dogs in their care.<sup>5</sup>

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<sup>5</sup> See, generally HSUS, *Supplemental Petition for Rulemaking Relating to Retail Puppy Sales* Before the FTC. May, 28, 2020, available at: <https://blog.humanesociety.org/wp-content/uploads/2020/05/2020-Supplemental-Petition-to-FTC-No-ex.-1.pdf> (hereinafter, "2020 HSUS Petition").

12. Petland and its franchisees, including Lamar, Debra, Brad, and Kristen Parker (hereinafter “Parker Defendants”) and Petland Summerville, have been documented obtaining their animals from inhumane brokers and breeders who have a history of known animal welfare violations and are generally known to produce animals with significant health defects.<sup>6</sup>

13. The conditions at these breeding facilities often degenerate to a point of disregard for the welfare of the animals, leaving them in unsanitary, overcrowded conditions without adequate veterinary care, food, water, exercise, mental stimulation or socialization.<sup>7</sup>

14. Contrary to its advertising, puppies born at breeding facilities where Petland sources puppies are prone to health problems, such as canine distemper, Bordetella, Pneumonia, Giardia, Parvovirus, respiratory disorders, mental instability, Epilepsy, heart disease, kidney disease, intestinal parasites, chronic diarrhea, oral and dental problems, and many other congenital and/or hereditary conditions.

15. Petland puppies are not only prone to suffer from these afflictions because of the conditions in which they are born and raised, but also because they are typically taken from their mothers at eight weeks of age (or often earlier), packed together in cramped shipping containers, and shipped on trucks for hundreds and even thousands of miles before arriving at Petland stores.

16. The method and manner in which these puppies are shipped from the breeder and/or broker contributes to the spread of diseases among animals being shipped together. Defendants are aware of that risk and take little to no precautions to prevent against it or otherwise adequately inspect animals upon arrival at their facilities before listing the pets for sale. Furthermore, puppies from all different sources are then housed together in the store, which can proliferate the spread of

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<sup>6</sup> See, HSUS, *The Horrible Hundred 2020*, May 2020, available at: <https://www.humanesociety.org/sites/default/files/docs/2020-Horrible-Hundred.pdf>. See also *supra* n. 4.

<sup>7</sup> See *supra* n. 2. See also 2020 HSUS Petition, *supra* n. 5.

diseases from sick puppies to those who may otherwise be healthy. In the present case, at least two of Plaintiffs' puppies, Kody and Jacob,<sup>8</sup> were housed together in the same cage despite coming from different breeders and/or brokers.

17. Dr. Michael Good, DVM, a former "preferred veterinarian" of a Petland store in Georgia also owned and operated by the Parker Defendants, testified in another lawsuit that the "overwhelming majority" of the store's animals arrived sick as a result of the conditions in which "they were raised and their exposure to other sick animals while in transit."<sup>9</sup>

18. Upon information and belief, Petland and its franchises place priority on selling their puppies within seven (7) to ten (10) days after they arrive at a retail store, so that any diseased or infected puppies are most likely to remain asymptomatic prior to being sold to customers. Despite that sinister goal, however, many puppies are in fact symptomatic at the time of sale but any apparent symptoms are often explained away by Petland sales staff as being "normal" or otherwise "typical" for young puppies. Defendants reinforce those verbal assurances through their use of vague warranties and written information provided to customers during the sales process as further explained herein.

19. Petland Summerville claims in standard paperwork accompanying all purchases that "[h]ealth and [h]appiness [of customers' pets] is our top priority;" however, upon information and belief, any veterinary inspections that are performed are cursory at best. Contrary to its purchase contracts, which provide that "[y]our puppy has received the necessary vaccinations and prophylactic protocol for its age... [and] is up to date on vaccinations and prophylactic protocol to reduce its susceptibility to upper respiratory infections and other parasites, including Giardia,

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<sup>8</sup> As discussed *infra*, both Kody and Jacob were distemper positive.

<sup>9</sup> See *Affidavit of Dr. Michael Good* filed in *Pets BKG, LLC d/b/a Petland Kennesaw v. Karen G. Paul*, Civil Action File No.: 15-1-7596-40, Filed in The Superior Court of Cobb County, State of Georgia, Feb 17, 2017, ID# 2017-00232277-CV (attached hereto as Exhibit A).



Coccidia, Parovirus, Distemper, Hepatitis, and Canine Influenza,” many of the puppies Petland Summerville sells are behind in their necessary and standard vaccinations.

20. The warranties and claims regarding breeder and puppy quality, such as Petland Summerville’s in-store signage asserting that its “BREEDERS ARE THE BEST!,”<sup>10</sup> allow Petland and its franchisees to inflate the prices of the animals they sell. Such claims lead customers to erroneously believe not only that the puppies they purchase are healthy, but also of top quality from only the best breeders. Plaintiffs all relied on these certifications and claims to assess the health of their puppies at the time of purchase and would not have purchased their puppies or paid the price charged by Defendants absent such representations.

21. Dr. Michael Good, the former preferred Petland veterinarian, confirmed that Defendants’ promises of healthy animals from top breeders are inherently unreliable. Even when veterinary inspections are performed, they are merely cursory and not designed to detect any health problems with the animals. Further, the “overwhelming majority” of puppies arrive at the stores already sick. Even those that appear healthy are often already ill because symptoms of common illnesses in Petland animals frequently do not manifest “until approximately 7-10 days after arrival.” Accordingly, Dr. Good confirmed that Petland’s goal was to get the pets off the sales floor and into customers’ homes within 7-10 days after acquiring them, before the animals developed full-blown illnesses with clinical symptoms that would be apparent to the customer.<sup>11</sup>

22. Reports of undercover investigations undertaken at other stores indicate the practices described herein at Petland Summerville are consistent with what occurs at Petland stores

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<sup>10</sup> See pictures from inside Petland Summerville attached hereto as Exhibit B.

<sup>11</sup> See Exhibit A, *supra* n.9.

nationwide.<sup>12</sup> Indeed, in other litigation<sup>13</sup> there was testimony that “Petland Corporate” required a specific protocol for the treatment and sale of sick animals in its franchise stores, demonstrating that Petland at a corporate level exercised control over its franchises’ practices to ensure its fraud is carried out uniformly and consistently nationwide.

23. Petland’s self-proclaimed top-down corporate structure demonstrates the uniform nature of this scheme to defraud customers with bogus health certifications, promises of healthy animals from humane breeders, and misleading warranties. According to its franchise agreements, Petland insists upon “uniform standards, methods, techniques, and expertise, procedures, and specifications... for establishing, operating, and promoting a retail pet business” whose “distinguishing characteristics” include uniform “procedures, methods, and techniques for inventory and cost control.”<sup>14</sup>

24. Petland franchisee training is extensive, including at least three weeks of “training academy sessions” at corporate headquarters, a one-week, in-person, training at a high-volume franchise store, and additional training directly taught within the franchisee’s new store. Petland’s website touts these extensive training programs.<sup>15</sup>

25. Upon information and belief, the practice of actively concealing the true health risks associated with Petland’s animals and selling them before symptoms of disease and illness manifest is part of this “unique system” that has been exported and taught to the franchises around the United States and the world in order to maximize corporate profits.

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<sup>12</sup> See generally [www.humanesociety.org/resources/investigations-reports](http://www.humanesociety.org/resources/investigations-reports) (last accessed July 8, 2020). See generally [www.humanesociety.org/resources/investigations-reports](http://www.humanesociety.org/resources/investigations-reports) (last accessed July 8, 2020). See also 2020 HSUS Petition, *supra* n. 5

<sup>13</sup> See Exhibit A, *supra* n.9.

<sup>14</sup> See Petland Franchise Agreement attached hereto as Exhibit C.

<sup>15</sup> See Petland website at <http://www.petland.com/franchise/training.htm> (last accessed July 14, 2020).

26. Petland financially incentivizes its franchises and their employees to sell pets regardless of the animals' health. Sales are commission based with each employee receiving a percentage of the animals' purchase price. Franchise stores are also rewarded with bonuses for meeting yearly sales goals. Thus, Petland incentivizes management and sales staff to make misleading representations about an animal's health, regardless of whether the animal is sick, to ensure sales and minimize veterinary costs. Naturally, the associated profits flow back to Petland, as the corporate office is always due a percentage of weekly gross revenue in royalty fees.

27. From Petland's corporate policies down to the retail level of Petland Summerville and its owners, Defendants continue to purposefully conceal and minimize the known health conditions of their animals even after purchase when signs of illness present to customers. Among other unfair tactics, Petland utilizes three primary strategies to accomplish this goal.

28. First, before buying an animal, all customers of Petland Summerville must agree to contact Petland Summerville first if any health issues arise related to their pet, which is required by the Puppy Purchase Verification Form attached to all Petland Summerville's sales contracts. The only purpose of this policy is to protect Defendants, not the animals.

29. This policy gives the store the opportunity to direct customers with animal health issues to either return their sick puppies in exchange for refunds or a new pet – something very few puppy owners would do once they have formed an attachment with their new family member - or to see one of Petland's preferred veterinarians who have business interests in maintaining a good relationship with Defendants. Upon information and belief, this policy does not exist to help consumers, but instead helps Defendants mitigate potential damages, prevent review by independent veterinarians, and minimizes the possibility of local media sources becoming aware of widespread health issues suffered by many Petland puppies.

30. Second, Defendants encourage consumers to purchase and comply with their “Puppy For Life” warranty program which manipulates consumers into a false sense of security that their puppy’s health is covered when, in fact, this program merely gives Petland even greater control over the consumers’ options.

31. The Puppy For Life program is aggressively pitched and sold to customers as a way to “insure” their investment in a Petland puppy by guaranteeing a free new puppy of equal or lesser value in the event the customer’s original puppy dies for any reason. The program is, of course, not free, but instead requires customers to pay additional up-front fees in addition to purchasing their food and other supplies directly from Petland for the life of the pet. Through this program, Petland preserves its high profit margins, regardless of whether the original puppy fell ill, as they are able to generate additional revenue at the expense of customers through monthly fees and charges for the second or third puppy’s supplies. Petland utilizes this additional revenue at the expense of unsuspecting consumers by advertising this program as an additional guarantee of quality, when in fact it does very little, if anything, to ensure the health of the puppies they are selling.

32. Third, Petland gives customers two instructional sheets regarding hypoglycemia and “canine cough” (also commonly referred to as kennel cough) that conceal Petland’s misrepresentations of animal health by dissuading customers from seeking immediate veterinary assistance for potentially life-threatening conditions.

33. The canine cough instructions state that a “gagging cough, sometimes accompanied by sneezing and nasal discharge,” while “annoying...does not usually develop into anything more serious.” These instructions further state that canine cough “is not ‘cured’ but must run its course.”

34. By analogizing canine cough to the common cold, Petland leads customers to believe that upper respiratory illness in puppies is not a cause for concern. This deters new puppy

purchasers from seeking immediate veterinary attention for their dangerously sick puppies, who may develop life-threatening pneumonia from untreated canine cough or who may have more serious conditions which a customer mistakes for kennel cough. Dissuading customers from seeking medical attention for the symptoms associated with canine cough also protects Petland Summerville from having to pay for a dog's veterinary care under its warranties and S.C. Code Ann. § 47-13-160. The fact that Petland Summerville (and Petland as a whole as such forms are standard in all Petland sales contracts) provides all customers with this document further demonstrates that it is fully aware that it is selling puppies that are highly likely to have health defects and its supposed certifications of health and quality are demonstratively false.

35. The hypoglycemia handout has a similar purpose. The sheet warns that if the puppy is "lethargic, unresponsive, unwilling to eat, or even comatose," this could be the result of hypoglycemia caused by the "stress" of its new environment or too much play. Petland Summerville, therefore, instructs customers to "limit the amount of time your puppy plays," "make sure the puppy eats his meals," and give him certain supplements.

36. Like the instruction sheet for canine cough, the hypoglycemia instructions give the customer the illusion that a puppy's lethargy, unresponsiveness, and unwillingness to eat are symptoms of a preventable condition caused by the customers' actions as opposed to a serious illness present in the puppy at the time of purchases, like distemper or other potentially deadly disease or illness. Prior to the animal even presenting illness, known likely medical issues caused by Defendants' policies and animal sources are again presented as the customer's fault and responsibility, not Defendants'.

37. Lethargy, respiratory issues, and nasal discharge are symptoms common to the vast majority of illnesses and diseases for which Petland claims to have vaccinated all of its pets.

Accordingly, Petland's representations on these information sheets regarding hypoglycemia and canine cough are part of its attempts to conceal any serious health issues an animal may have at the time of purchase, and to further deter customers from seeking necessary veterinary treatment for their pets that Petland could be obligated to reimburse under its warranties.

38. In utilizing these strategies, Defendants go to great lengths to convince potential customers that their animals are top quality, "certified," from "the best breeders," and, most importantly, healthy and fit pets. These misrepresentations allow Defendants to charge premium prices, often in the thousands of dollars, to customers eager to bond with a new member of their family. Defendants know, however, that many of their animals are puppy mill sourced and prone to illnesses and other defects. From the executive level down to individual retail establishments, from the moment a customer walks in the store to after purchase when signs of illness materialize, Defendants make great efforts to conceal the reality of their animal sources, distribution chain, in-store care policies, and the true health and fitness of their animals.

39. Petland Summerville and the Parker Defendants also actively monitor and remove negative "comments" and/or reviews on Facebook and other internet platforms in an effort to conceal and misrepresent the quality of their puppies by limiting the amount of truthful negative commentary a prospective customer can see. Such efforts have no other legitimate purpose other than concealing pertinent information which prospective customers could evaluate when deciding whether to purchase a puppy from Petland.

40. Worse yet, even when Petland Summerville and Parker Defendants have had notice that puppies they sold were ill with a variety of illnesses, including distemper, they failed to communicate to later customers that their puppies may have been exposed to potentially deadly diseases.

41. Plaintiffs justifiably relied on the baseless assurances and misrepresentations of Defendants in choosing and paying a premium price for animals they hoped to love and care for years to come. Instead, Plaintiffs have emotionally suffered by caring for animals with serious medical issues, some who ultimately died, from issues Defendants knew were likely to occur. Moreover, Plaintiffs were further harmed financially by shouldering extensive veterinary expenses for the care of their unexpectedly diseased animals which would have never been purchased were it not for Defendants' misrepresentations and concealment.

### **PARTIES**

42. Defendant Petland, Inc., is an Ohio corporation with a registered principal place of business at 250 Riverside Street, Chillicothe, Ohio 45601. Petland is the largest national retailer of puppies, conducting its operations through approximately eighty-one (81) franchises in the United States, including in South Carolina through its franchisee, Defendant Petland Summerville LLC, located in Dorchester County, South Carolina.

43. Petland, Inc., exercises strict control over, and mandates uniformity from, its franchisees. As stated in Petland's franchise agreements, many versions of which are publicly available through myriad of public filings in lawsuits which have been filed and/or are pending across the United States, Petland provides extensive training to its franchisees on its "unique system," which it defines as "the uniform standards, methods, techniques, and expertise, procedures, and specifications developed... for establishing, operating, and promoting a retail pet business." According to Petland, "the distinguishing characteristics of [its] system... include... operating methods and techniques for inventory and cost controls," supported by a "Confidential Operating System" and "Confidential Information." Upon information and belief, the use of animal certifications as false indication of quality and the required use of Petland preferred

veterinarians (which customers are funneled to when their puppies show inevitable signs of illness and disease) are examples of Petland's "Confidential Operating System."

44. Franchisees receive (3) three weeks of training at Petland Headquarters and three (3) additional weeks of training directed and run by Petland. Petland also provides a one (1) week, in-person visit at a high-volume franchise, such as Petland Kennesaw (which is also owned and operated by the Parker Defendants). Petland receives royalties from its franchisees based on their success. For example, in the case of the Sarasota, Florida locations (also owned and operated by the Parker Defendants), the franchisee pays Petland a weekly royalty fee of 4.5% of gross revenue.

45. Petland Summerville is owned and managed by the Parker Defendants. The Parker Defendants manage several other Petland Stores, including Petland Mall of Georgia, Petland Sarasota, and Petland Kennesaw. Upon information and belief, the Parker Defendants' Kennesaw store is used as a training ground for other franchisees to ensure that its practices and policies are uniformly and consistently applied nationwide.

46. Petland Summerville runs like a typical Petland franchise. It is a company incorporated in Georgia but is registered as a limited liability corporation with the South Carolina Secretary of State as a foreign corporation with a registered agent for service located at 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223.

47. Petland Summerville's principle place of business in South Carolina is located at 975 Bacons Bridge Road Galleria, Summerville, SC 29485.

48. Upon information and belief, Defendants Lamar Parker, Debra Parker, Brad Parker, and Kristen Parker are owners and managers of Petland Summerville with their principle place of business in South Carolina being 975 Bacons Bridge Road Galleria, Summerville, SC 29485. In



addition, the registered agent for service for Petland Summerville is located at 2 Office Park Court, Suite 103, Columbia, South Carolina, 29223.

49. Plaintiffs Megan and Tim Madden are citizens and residents of Dorchester County, South Carolina.

50. Plaintiffs Nicole and Peter Curry are a citizens and residents of Dorchester County, South Carolina.

51. Plaintiff Laura Williams is a citizen and resident of Colleton County, South Carolina.

52. Plaintiff Krista Johnson is a citizen and resident of Berkeley County, South Carolina.

53. Plaintiffs Kayla Britton and Michael Birrell are citizens and residents of Berkeley County, South Carolina.

54. Plaintiffs Shatara Brown and Stephanie Aiken are citizens and residents of Dorchester County, South Carolina.

55. Plaintiffs Tracy and Quinn Williams are citizens and residents of Dorchester County, South Carolina.

#### **JURISDICTION AND VENUE**

56. At all times relevant hereto, the most substantial part of the alleged acts or omissions giving rise to this action occurred in Dorchester County, South Carolina.

57. Defendant Petland Summerville's principle place of business is located within Dorchester County, South Carolina.

58. South Carolina Code Ann. § 15-7-30 (B) (1976) provides in part that “[i]f there is more than one defendant, the action may be tried in any county where the action properly may be maintained against one of the defendants pursuant to this section.”

59. Pursuant to South Carolina Code Ann. § 15-7-30 (1976), as the most substantial parts of the alleged acts and omissions giving rise to this action occurred in Dorchester County, this Court properly has subject matter jurisdiction over this action. Defendant Petland Summerville’s principle place of business is located in Dorchester County, South Carolina, thus venue is proper for all Defendants in Dorchester County pursuant to S.C. Code Ann. § 15-7-30 (B).

60. Ohio-based Defendant, Petland, Inc., maintains close ties with all of its franchise locations, including Defendant Petland Summerville. Furthermore, Petland, Inc., receives substantial revenue from the stores through royalties, including Petland Summerville.

61. Georgia-based Defendant Petland Summerville, is a foreign corporation registered to do business in South Carolina as a limited liability corporation with the South Carolina Secretary of State on July 9, 2018. Moreover, Petland Summerville derives a significant amount of revenue from its operation in South Carolina out of its principle place of business located in Dorchester County, South Carolina.

62. Parker Defendants are the owners and operators of Petland Summerville. They directly control the business operations and practices of Petland Summerville and derive income from such activities.

63. This Court has personal jurisdiction over all Defendants because Defendants have purposefully availed themselves of the privilege of conducting business in the State of South Carolina, specifically in Dorchester County.

## FACTUAL ALLEGATIONS REGARDING PLAINTIFFS MEGAN & TIM MADDEN

64. Plaintiffs Megan & Tim Madden were recently married and were planning their future as a family which they believed at the time would not include children. Given that, the Maddens were seeking to bring in a second family dog (hypoallergenic given Tim's allergies).

65. The Maddens saw a "purportedly" hypoallergenic Soft Coat Wheaten Terrier, named Chewbacca (aka "Chewie"), through a targeted Petland Summerville Instagram advertisement. The Maddens immediately went to the store to see him in person.

66. Upon their arrival at the store, Chewie was in a visitation cubicle with another family, but the Maddens were quickly approached by a sales representative to whom they explained that they were there only to see Chewie. They were quickly moved into a visitation cubicle with Chewie.

67. The Maddens spent approximately ten (10) to fifteen (15) minutes alone with Chewie trying to socialize with him, during which time Chewie presented as withdrawn, lethargic, and shy.

68. The Maddens were concerned he may be ill, however, the sales representative explained that he was merely a puppy, overwhelmed by the environment and concentration of people at the store, but was a perfectly healthy and high-quality puppy. Following their concerns being mitigated by the sales representative, the Maddens expressed an interest in buying Chewie.

69. Quickly thereafter, a manager entered the cubicle with the Maddens with an iPad to review Chewie's medical background and vaccination history. Further, the manager brought in an iPad and displayed several photos and videos while explaining how Petland *"only gets puppies from the top breeders across the country and never buys puppies from a puppy mill..."* Megan Madden further explained that *"[a]fter going through [the saleswoman's] [] pitch, we signed a*

*lot of documents and then picked out his crate and other necessities to bring home a puppy. We signed up for the program they have called 'Puppies for Life.' This program guarantees that if you buy food and a supplement from them every month you will be promised another puppy at no cost if your puppy passes away... As we were leaving the manager told us if we write them a 5-star review on google we could get a dog toy of our choice [for free]. We left them a 5-star review that has now been changed to one star."*

70. Plaintiffs Megan and Tim Madden purchased Chewie and associated items from Petland Summerville on September 15, 2019.

71. Upon purchase of Chewie, Plaintiffs were informed via Petland Summerville's standard purchase information that Chewie was bred by Joseph Hershberger in Dundee, Ohio, and further, that both Chewie's parents were registered purebred dogs by purebred canine registration associations.

72. Plaintiffs were informed through Petland Summerville's standard purchase information of Chewie's alleged vaccination records; however, Plaintiffs were not informed of any other health related information and/or concerns related to Chewie's health or veterinary record.

73. Plaintiffs were not informed of any potentially life threatening or dangerous illnesses and/or diseases that any other animals with which Chewie may have come into contact with while at Petland Summerville suffered from.

74. Plaintiffs were informed via Petland Summerville's Puppy Purchase Verification form that calling Petland Summerville's support line was to be their first recourse in the event that they encountered any health issues with Chewie.

75. Throughout the ordeal surrounding Chewie's health, they repeatedly contacted Petland Summerville's support number and email. Responses from Petland Summerville were inconsistent, vague, and lacking.

76. Moreover, through the Maddens' complaints Petland Summerville was aware as early as October 2, 2019, that sick and diseased puppies had come from their store.

77. After bringing Chewie home, Plaintiffs noticed him acting lethargic. They scheduled Chewie's first vet visit for September 19, 2019. At Chewie's first vet appointment he was diagnosed with a fever of unknown cause. Following this visit, Chewie's symptoms quickly worsened from general lethargy to diarrhea, coughing, pneumonia, seizures, and nearly death. As his symptoms worsened, he was seen by his primary veterinarian three additional times over the next two weeks.

78. On October 6, 2019, Chewie was brought to a local emergency vet and hospitalized through October 9, 2019, because of his worsening medical symptoms.

79. On October 10, 2019, Chewie was readmitted to the emergency vet with worsening symptoms and was kept on this stay through October 12, 2019.

80. On October 14, 2019, Chewie was readmitted to the emergency vet with worsening symptoms and was kept on this stay through October 15, 2019.

81. Chewie ultimately tested positive for and suffered from the following: distemper, Bordetella, mycoplasma, epilepsy, kennel cough, and pneumonia. After months of intensive veterinary care and costs covered by the Maddens, Chewie has recovered from illnesses. However, to date, Chewie has had to remain on expensive anti-seizure medication as a result of his illnesses.

82. Chewie's condition was preventable through the routine administration of proper vaccinations, veterinary care, transportation, and animal husbandry and/or breeding practices.

**FACTUAL ALLEGATIONS REGARDING PLAINTIFF NICOLE & PETER CURRY**

83. Plaintiffs Nicole and Peter Curry had never set foot inside Petland before October 12, 2019, and they made an appointment to go in, thinking that was best practice. However, they did not realize you could go in any day or time to visit with a puppy and further, that visitors did not need an adult in order to do so.

84. The Currys' twelve (12) year old and her friend were given free rein to pick a puppy to play with and swap out with a new one as they wished. Setting up an appointment guaranteed the reserving family that they would receive \$100.00 off the purchase of a puppy. Ms. Curry laughed knowing that their family would not be purchasing a puppy.

85. After viewing a few puppies, the Curry's asked to see the largest breed puppy in the store. They were told that would be the Newfoundland. Shortly thereafter, "Kody", the Newfoundland, was brought into the Curry's life. After a sort time with Kody, despite his lethargy which was played off by Petland Summerville staff as shyness, the Currys decided that he was meant to be a part of their family and inquired with the sales staff about the purchase process.

86. Much to the Currys' surprise, they were told that would need to first watch a video about Petland's "*impeccable breeder quality*." The video detailed the additional options for purchase with your puppy (like the "Puppy For Life" program) and showed videos of idyllic breeding facilities.

87. The Currys were told that if they purchased a bag of food and a supplement at least once every three months they would qualify for the "Puppy For Life" program. This program guaranteed that if their puppy were to pass away at any time, even of old age, that they

could have another puppy of an equal to or lesser value assuming they met the other terms and conditions required by the program.

88. Plaintiffs Nicole and Peter Curry purchased Kody and associated items from Petland Summerville on October 12, 2019.

89. Upon purchase of Kody, Plaintiffs were informed via Petland Summerville's standard purchase information that Kody was bred by Norman Yoder in Fresno, Ohio, and further that both Kody's parents were registered purebreds by the American Canine Association (hereinafter "ACA").

90. Plaintiffs were informed through Petland Summerville's standard purchase information of Kody's alleged vaccination records; however, they were not informed of any other health related information and/or concerns related to Kody's health or veterinary record.

91. Plaintiffs were not informed of any potentially life threatening or dangerous illnesses and/or diseases suffered by any other animals with which Kody may have come into contact while at Petland Summerville.

92. Plaintiffs were informed via Petland Summerville's Puppy Purchase Verification form that calling Petland Summerville's support line was to be their first recourse in the event that they encountered any health issues with Kody.

93. Throughout Plaintiffs ordeal regarding Kody's health, they repeatedly contacted Petland Summerville's support number and via email approximately twenty-nine (29) times. Responses from Petland Summerville were inconsistent, vague, and lacking.

94. Shortly after bringing Kody home from Petland Summerville, Plaintiffs noticed that Kody was coughing and lethargic.

95. Plaintiff's took Kody to his primary vet on October 19, 2019, and he was treated for an upper respiratory infection and the Currys were cautioned that they should closely monitor Kody as his infection could quickly turn into Pneumonia.

96. Kody's condition continued to decline, and Plaintiffs returned Kody to his primary care vet within one week of his first appointment. On October 26, 2019, Kody diagnosed with Pneumonia.

97. On October 31, 2019, Plaintiff's again rushed Kody to his primary vet as he had continued to decline and had stopped eating. Bloodwork was performed and Kody was then referred to a local emergency veterinary clinic for hospitalization.

98. Kody remained hospitalized at the emergency vet clinic, receiving treatment for four days.

99. On November 5, 2019, less than one month after purchasing Kody from Petland Summerville, Kody was additionally diagnosed with adenovirus, parainfluenza, distemper, Bordetella, and mycoplasma.

100. Over the month of November 2019 Kody had several additional vet visits to manage and treat his symptoms and illnesses; however, despite his caregiver's and the Curry's best efforts, Kody passed on November 29, 2019.

101. Kody's condition and death were preventable through the routine administration of proper vaccinations, veterinary care, transportation, and animal husbandry and/or breeding practices.

#### **FACTUAL ALLEGATIONS REGARDING PLAINTIFF LAURA WILLIAMS**

102. Plaintiff Laura Williams was told or promised at several points that the puppy which she was interested in at Petland Summerville was of high quality and healthy.



103. Plaintiff purchased an English Bulldog puppy, named “Sheba,” and associated items from Petland Summerville on September 8, 2019.

104. Upon purchase of Sheba, Plaintiff was informed via Petland Summerville’s standard purchase information that Sheba was bred by Brian Swafford in Stillwell, Oklahoma and further that both Sheba’s parents were both registered purebreds by the AKC and, as such, Sheba was eligible to be AKC registered.

105. Plaintiff was informed through Petland Summerville’s standard purchase information of Sheba’s alleged vaccination records; however, Ms. Williams was not informed of any other health related information and/or concerns related to Sheba’s health or veterinary record.

106. Plaintiff was not informed of any potentially life threatening, or dangerous illnesses and/or diseases suffered by any other animals with which Sheba may have come into contact with while at Petland Summerville.

107. Plaintiff was informed via Petland Summerville’s Puppy Purchase Verification form that calling Petland Summerville’s support line was to be her first recourse if she encountered any issues with Sheba.

108. Throughout Plaintiff’s ordeal regarding Sheba’s health, she repeatedly contacted Petland Summerville’s support number and email. Responses from Petland Summerville were inconsistent, vague, and lacking.

109. Following bringing Sheba home, Plaintiff immediately noticed that Sheba had a persistent cough.

110. Plaintiff sought evaluation and treatment for Sheba’s persistent cough on three (3) occasions with two different primary care veterinarians in the first month following bringing Sheba home from Petland Summerville.

111. Sheba was prescribed several different courses of antibiotics to treat her persistent cough and illness during her first month of residing with Plaintiff.

112. After a month of no improvement and, in fact, a decline in Sheba's condition, Plaintiff was referred to a local emergency vet on October 11, 2019.

113. After an initial consultation and treatment for antibacterial resistant pneumonia, Sheba was hospitalized for several days for further diagnostic testing and treatment on October 14, 2019. Sheba was diagnosed with persistent bronchopneumonia, congenital brachycephalic syndrome, multiple congenital defects in several vertebrae. Further, Sheba tested positive for Bordetella and mycoplasma. Following her diagnosis, Sheba required on-going treatment and care.

114. Sheba's condition was preventable through the routine administration of proper vaccinations, veterinary care, transportation, and animal husbandry and/or breeding practices.

#### **FACTUAL ALLEGATIONS REGARDING PLAINTIFF KRISTA JOHNSON**

115. Plaintiff Krista Johnson and her family have a long history of having Golden Retrievers in their family. Krista and her family originally went to Petland only to buy medication and supplies for pets they had already adopted. However, during she and her daughters' trip to Petland Summerville, a salesperson overheard she and her daughter talking about the golden retriever puppies and aggressively directed Krista's attention to a Golden Retriever named "Aspen," and insisting they get in a "play-pen" together.

116. Following Ms. Johnson spending some time with Aspen, the sales person came into the "play-pen" and started talking about the puppy buying program, their breeders and where she came from. According to Ms. Johnson, *"[the sales representative] brought an iPad over showing us videos and pictures of breeding places. It was very nice too. I thought well that's a good place*

*to get a dog from. They were several big screen TV s right above the animal cages showing the breeding premises too. Then we started talking about what all came with her if I purchase the dog. About their warranties they offered if anything were to happen to the dog...”*

117. Ms. Johnson purchased Aspen and associated items from Petland Summerville on July 4, 2019.

118. Upon purchase of Aspen, Plaintiff was informed via Petland Summerville’s standard purchase information that Aspen was bred by Leon Yoder in Fredericksburg, Ohio, and further that both Aspen’s parents were both registered purebreds by the AKC and as such, Aspen was also eligible to be AKC registered.

119. Ms. Johnson was informed through Petland Summerville’s standard purchase information of Aspen’s alleged vaccination records; however, she was not informed of any other health related information and/or concerns related to Aspen’s health or veterinary record.

120. Plaintiff was not informed of any potentially life threatening, or dangerous illnesses and/or diseases suffered by any other animals with which Aspen may have come into contact with while at Petland Summerville. Moreover, Ms. Johnson was not informed of any possible congenital defects which run in Aspen’s bloodlines or her breed’s susceptibility to certain congenital defects.

121. Plaintiff was informed via Petland Summerville’s Puppy Purchase Verification form that calling Petland Summerville’s support line was to be her first recourse in the event that she encountered any health issues with Aspen.

122. Throughout Plaintiff’s ordeal regarding Aspen’s health, she repeatedly contacted Petland Summerville’s support number and email. Responses from Petland Summerville were inconsistent, vague, and lacking.

123. In September 2019 Plaintiff noticed that Aspen had trouble walking and appeared to be suffering from pain in her joints. As such, Ms. Johnson took Aspen to her primary care vet on September 25, 2019, so she could be evaluated for possible injury. X-rays taken of Aspen revealed that she may be suffering from elbow dysplasia, a congenital defect which can lead to lifelong pain and arthritis in most dogs afflicted.

124. Plaintiff was referred to a local veterinary specialty hospital in order to confirm the diagnosis. Ms. Johnson took Aspen to the local veterinary specialist who confirmed the diagnosis to the extent they could without performing a costly CT scan. Aspen's treatment is an extremely costly surgery which is often ineffective in treating the underlying condition.

125. With or without surgical intervention, Aspen is likely to suffer from lifelong pain from her condition as well as arthritis and other related conditions.

126. Aspen's condition was preventable through the routine administration of proper, veterinary care, and animal husbandry and/or breeding practices.

**FACTUAL ALLEGATION REGARDING KAYLA BRITTON & MICHAEL BIRRELL**

127. Plaintiffs Kayla Britton & Michael Birrell began looking for a German Shepherd puppy in 2018 as they always dreamed of owning a German shepherd. Kayla and Michael ended up at Petland Summerville as the store advertised on the internet that it had several German Shepherd puppies for sale.

128. The first German Shepherd puppies that Plaintiffs saw were out of their price range, but as they were preparing to leave a member of the sales staff indicated they had an older puppy that may meet the couple's needs. A German Shepherd named "Kaizer" was brought from the back of the store, not from one of the publicly visible cages.

129. Plaintiffs were concerned about his size and disposition as he was several weeks older but smaller than the other German Shepherd puppies they had seen. Further, he was very withdrawn and lethargic.

130. Plaintiffs were promised by sales staff that Kaizer was in great health and was just withdrawn because he was shut down and meeting new people was overwhelming. Moreover, Plaintiffs were shown iPad videos of idyllic breeding facilities and promised the “high-quality” of breeder and Kaizer’s pedigree.

131. Plaintiffs Kayla Britton and Michael Birrell purchased “Kaizer” and associated items from Petland Summerville on January 20, 2019.

132. Upon purchase of Kaizer, Plaintiffs were informed via Petland Summerville’s standard purchase information that Kaizer was bred by Marvin Hershberger in Baltic, Ohio and further that both Kaizer’s parents were registered purebreds by the ACA.

133. Plaintiffs were informed through Petland Summerville’s standard purchase information of Kaizer’s alleged vaccination records; however, Plaintiffs were not informed of any other health related information and/or concerns related to Kaizer’s health or veterinary record.

134. Plaintiffs were not informed of any potentially life threatening or dangerous illnesses and/or diseases suffered by any other animals with which Kaizer may have come into contact with while at Petland Summerville. Further, Plaintiffs were not informed of or made aware of any possible concerns regarding congenital defects that Kaizer may suffer from or be susceptible to.

135. Plaintiffs were informed via Petland Summerville’s Puppy Purchase Verification form that calling Petland Summerville’s support line was to be their first recourse in the event that they encountered any health issues with Kaizer.

136. Throughout Plaintiff's ordeal regarding Kaizer's health, they repeatedly contacted Petland Summerville's support number and email. Responses from Petland Summerville were inconsistent, vague, and lacking.

137. Shortly after bringing Kaizer home from Petland Summerville, Plaintiffs began to notice that Kaizer was underweight, lethargic, not eating regularly, vomiting, and experiencing bloody diarrhea.

138. Plaintiffs took Kaizer to local emergency vet for hospitalization on or about February 10, 2019, as his diarrhea and vomiting escalated.

139. Following Kaizer's initial hospitalization, Plaintiffs regularly made return visits to Kaizer's primary care vet in order to treat and aid Kaizer's escalating symptoms. Ultimately, it was suspected that Kaizer was suffering from a liver shunt, a congenital defect.

140. Despite Plaintiff's efforts to try and treat Kaizer's condition and symptoms, Kaizer passed on May 24, 2019.

141. Throughout the course of Kaizer's illness, Plaintiffs made several efforts to contact Petland Summerville, including in-person visits. During one such visit Plaintiffs were told verbally by a Petland Summerville staff member that many of Kaizer's litter mates suffered from similar issues and that Petland Summerville was aware of these issues at the time that Petland sold Kaizer to them.

142. Kaizer's condition was preventable through the routine administration of standard health screening protocols, proper veterinary care, and animal husbandry and/or breeding practices.

**FACTUAL ALLEGATIONS REGARDING PLAINTIFFS**  
**SHATARA BROWN & STEPHANIE AIKEN**

143. Plaintiffs Shatara Brown and Stephanie Aiken purchased an Alaskan Malamute puppy, named “Jacob,” and associated items from Petland Summerville on October 14, 2019.

144. Upon purchase of Jacob, Plaintiffs were informed via Petland Summerville’s standard purchase information that Jacob was bred by Chanda Gamble in Rocky Comfort, Missouri, and further that both Jacob’s parents were registered purebreds by the AKC and, as such, Jacob was also eligible to be AKC registered.

145. Like other Plaintiffs, Ms. Brown and Ms. Aiken were targeted by Petland Summerville staff with aggressive sales tactics including, but not limited to, being shown misleading videos of idyllic breeding facilities at which Jacob was not even bred in an effort to further trump their breeder’s standards and practices.

146. Plaintiffs were informed through Petland Summerville’s standard purchase information of Jacobs’s alleged vaccination records; however, they were not informed of any other health related information and/or concerns related to Jacob’s health or veterinary record.

147. Plaintiffs were not informed of any potentially life threatening or dangerous illnesses and/or diseases suffered by any other animals with which Jacob may have come into contact with while at Petland Summerville.

148. Plaintiffs were informed via Petland Summerville’s Puppy Purchase Verification form that calling Petland Summerville’s support line was to be their first recourse in the event that they encountered any health issues with Jacob.

149. Throughout Plaintiffs’ ordeal regarding Jacob’s health, they repeatedly contacted Petland Summerville’s support number and email. Responses from Petland Summerville were inconsistent, vague, and lacking.

150. Shortly after bringing Jacob home from Petland Summerville, Plaintiffs noticed that Jacob was coughing and lethargic.

151. Plaintiffs brought Jacob for a checkup with his primary care veterinarian on October 24, 2019. Jacob was found to be infected with multiple parasites. Plaintiffs were advised to monitor his symptoms following treatment for his parasitic infections.

152. Despite treatment, Jacob's condition and symptoms worsened with continued respiratory issues and escalated to severe lethargy and diarrhea so Plaintiffs took Jacob to a local emergency veterinary hospital on November 3, 2019. Jacob was evaluated and prescribed antibiotics to treat a respiratory infection.

153. Jacob's condition continued to decline and Plaintiffs took Jacob back to the emergency vet and admitted him for hospitalization on November 6, 2019. Jacob was treated overnight, and was found to be positive for pneumonia, Bordetella, distemper, and mycoplasma.

154. Jacob's condition was preventable through the routine administration of proper vaccinations, veterinary care, transportation, and animal husbandry practices.

**FACTUAL ALLEGATIONS REGARDING PLAINTIFF  
TRACY & QUINN WILLIAMS**

155. Plaintiffs Tracy and Quinn Williams purchased a Cocker Spaniel puppy, named "Luna," from Petland Summerville on January 26, 2020.

156. Upon purchase of Luna, Plaintiffs were informed via Petland Summerville's standard purchase information that Luna was bred by Levi Nisley in Patriot, Ohio and further that both Luna's parents were registered purebreds by the ACA.

157. Plaintiffs were informed through Petland Summerville's standard purchase information of Luna's alleged vaccination records; however, Plaintiffs were not informed of any other health related information and/or concerns related to Luna's health or veterinary record.



158. Plaintiffs were not informed of any potentially life threatening, or dangerous illnesses and/or diseases suffered by any other animals with which Luna may have come into contact with while at Petland Summerville.

159. Plaintiffs were informed via Petland Summerville's Puppy Purchase Verification form that calling Petland Summerville's support line was to be their first recourse in the event that they encountered any issues with Luna.

160. Throughout Plaintiff's ordeal regarding Luna's health, they repeatedly contacted Petland Summerville's support number and email. Responses from Petland Summerville were inconsistent, vague, and lacking.

161. Shortly after bringing Luna home from Petland Summerville, Plaintiffs noticed that Luna was coughing and lethargic.

162. Plaintiffs brought Luna for a checkup with her primary care veterinarian on January 30, 2020, for her vet to evaluate her symptoms. Luna was diagnosed with pneumonia, mycoplasma, and parasites and sent home with antibiotics and anthelmintic medications to treat her ailments.

163. Luna's condition continued to deteriorate, and Plaintiffs brought her back to her primary care veterinarian on February 8, 2019. Luna's primary veterinarian ran additional tests and referred her for hospitalization at a local emergency vet.

164. Luna was admitted for hospitalization on February 8, 2019, and additional testing and treatment including oxygen therapy due to her severe breathing issues related to her pneumonia and mycoplasma. Luna remained hospitalized through February 12, 2019, but was ultimately discharged after her conditions improved following treatment with broad spectrum antibiotics.

165. Following discharge from hospitalization, Luna required several follow ups and on-going treatment.

166. Luna's condition was preventable through the routine administration of proper vaccinations, veterinary care, transportation, and animal husbandry practices.

**FOR A FIRST CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Negligence, Gross Negligence)**

167. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

168. Defendants owed all Plaintiffs a reasonable duty of care to ensure that the puppies they were selling were healthy and fit for purchase, and at a minimum were of the quality to which they advertised them.

169. Defendants breached the duty of care owed to each Plaintiff and acted with negligence, gross negligence, carelessness, recklessness, willfulness, and wantonness by failing to, among other things, reasonably inspect, treat, or otherwise prevent against illness and/or disease in the puppies sold to Plaintiffs; to reasonably inspect and/or investigate the breeders, brokers, and transporters with which they purchased and transported puppies that they later sold to Plaintiffs; and/or failing to properly notify Plaintiffs of the health issues common to many Petland puppies.

170. As a direct and proximate result of Defendants' negligence, gross negligence, carelessness, recklessness, willfulness, and wantonness, all Plaintiffs suffered damages in the form of monetary damages associated with purchase of puppy, veterinary bills, other associated bills and fees, past and future emotional pain and suffering, and loss of enjoyment of life. Therefore, Plaintiffs' are entitled to an award of actual damages and punitive damages in an amount to be determined by a jury.

**FOR A SECOND CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Negligent Misrepresentation)**

171. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

172. At all times relevant herein, Defendants had the duty to not make false or misleading statements of fact in the sale of their puppies or withhold critical truthful information about the likelihood or possibility that puppies Plaintiffs purchased were at a high risk to be diseased, ill, and/or suffer from congenital and/or hereditary defects. Defendant breached these duties by, among other things:

- a. Falsely representing that their puppies were healthy and that the puppies were bred and sourced from reputable USDA-licensed private breeder;
- b. Misleading Plaintiffs by providing information with each sale that would lead any reasonable person to believe that symptoms of illness displayed by the puppies were common and were not likely to be indicative of other serious illnesses;
- c. By concealing from Plaintiffs the likely health risks puppies raised in puppy mills are exposed to;
- d. By falsely misleading Plaintiffs to believe that their puppies were of the highest quality through the use of misleading purebred certificates of registration with various canine registration organizations; and
- e. Through the use of misleading marketing materials and strategies designed to falsely bolster Plaintiffs' beliefs that their puppies were healthy and from premium and "high quality" breeders.

173. Defendants' misrepresentations, misstatements of facts, and omission of material facts, were and are a common, routine and/or practice of Defendants, who have all be trained using the same methods developed by Petland. These common practices occurred as part and parcel of every puppy sale made by Defendants to Plaintiffs.

174. Defendants misstatements of facts, misrepresentations, and omissions of material facts were untrue and/or misleading when made. Further, Defendants, knew or reasonably should have known, that such misstatements, misrepresentations, and omissions of material facts were untrue when they made them. Moreover, Defendants had a significant pecuniary interest in proliferating such misstatements, misrepresentations, and omissions, as its more likely than not that had they told the truth they were unlikely to have sold as many puppies thus diminishing their collective profits.

175. Defendants' misrepresentations, misstatements of facts, and omission of material facts were done to induce Plaintiffs to purchase their puppies through Defendants, and Plaintiffs were so induced into purchasing puppies from Defendants and justifiably relied on the representations and omissions by Defendants.

176. As a direct, proximate, and foreseeable result of Plaintiffs' reliance on Defendants' representations, Plaintiffs' have been injured and suffered damages, thereby entitling them to an award of actual and punitive damages in an amount to be determined by a jury.

**FOR A THIRD CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Breach of Contract)**

177. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

178. Plaintiffs and Defendants entered into binding contracts and agreements wherein Defendants agreed to provide Plaintiffs "top quality" and "healthy" puppies in exchange for money from the Plaintiffs.

179. Plaintiffs have honored all of their obligations under their contracts and agreements with Defendants. Defendants, however, have failed to honor their obligations under their contract in many regards, including by failing to provide "top quality" and/or "healthy" puppies to Plaintiffs in exchange for money.

180. Furthermore, Defendants are not justified in their failure to perform pursuant to the terms and conditions of their contracts with Plaintiffs, including, but not limited to, failing to abide by the health, medical care, and sales warranties.

181. Defendants are in knowing breach of their contracts with Plaintiffs.

182. As a direct and proximate result of Defendants' breach, Plaintiffs have been injured and are hereby entitled to recover for actual damages and consequential damages in amounts to be determined by a jury.

**FOR A FOURTH CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Breach of Contract Accompanied by Fraudulent Act)**

183. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

184. All Plaintiffs executed contracts for the purchase of puppies from Defendants in exchange for money. Moreover, all Plaintiffs have performed under the terms of and conditions of their respective contracts with Defendants.

185. Under contract with all Plaintiffs, Defendants were required to provide Plaintiffs with "top quality" and "healthy" puppies. In that respect, Defendants have breached their respective contracts with all Plaintiffs.

186. Throughout the bargaining process, Defendants proliferate near constant misrepresentations with regard to the quality and health of their puppies, allowing them to charge premium prices for puppies that Plaintiffs believed were "certified" to be of top quality, from the "best" breeders, and reported to be healthy and backed up by warranties and services, when Defendants knew they were selling puppy mill sourced animals prone to illnesses, diseases, and other defects. Plaintiffs, therefore, suffered economic harm by paying a price for a "premium product," but not receiving the benefit of the bargain.

187. As a direct and proximate result of Defendants' breach accompanied by fraudulent act, Plaintiffs have been injured and are hereby entitled to recover for actual damages and punitive damages in amounts to be determined by a jury.

**FOR A FIFTH CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Constructive Fraud)**

188. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

189. Defendants, through their conduct, words, and actions, held out to all Plaintiffs as representations that their puppies were of "top quality," were "happy and healthy," and came from the "best breeders" in a coordinated effort and scheme to conceal the reality regarding where their puppies came from and known health concerns common to puppy mill puppies.

190. At all times when making such representations, Defendants either knew, or should have known, of the falsity of their representations. Defendants are well aware of the known health risks and defects common to puppies that come from puppy mills. Defendants know that they routinely purchase puppies from puppy mill breeders and/or brokers who are selling puppies that come from puppy mills. Moreover, even knowing these risks, Defendants purposefully decided to not have the puppies they brought into Petland Summerville further checked by veterinarians prior to selling them to Plaintiffs.

191. Representations made to all Plaintiffs by Defendants with respect to the relative health and quality of the puppies sold by Defendants were material to all Plaintiffs' decision to purchase a puppy from Defendants. Any reasonable and objective person would view the facts that Defendants are selling puppies not from top breeders but rather from puppy mills, and that such puppies routinely suffer from a myriad illnesses and diseases, material to their decision to purchase a puppy from Defendants.

192. Defendants' material misrepresentations with regard to the quality and health of their puppies allow them to charge premium prices for puppies. Accordingly, their efforts were designed to induce Plaintiffs into relying on their material representations in order to boost profits.

193. All Plaintiffs were unaware of the falsity of Defendants' misrepresentations and all fell prey to Defendants' coordinated scheme to conceal the truth regarding the quality and health of many of the puppies they sell.

194. All Plaintiffs relied on Defendants' misrepresentations when deciding to purchase a puppy from Defendants. Further, if all Plaintiffs were aware of the truth behind Defendants' representations, they would not have purchased a puppy from Defendant.

195. All Plaintiffs had a right to rely on Defendants' misrepresentations and were justified and reasonable in doing so.

196. As a direct and proximate cause of Defendants' constructive fraud, all Plaintiffs are entitled to an award of actual and punitive damages in an amount to be determined by a jury.

**FOR A SIXTH CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Fraud and Misrepresentation)**

197. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

198. Defendants through their reckless conduct, words, and actions held out to all Plaintiffs as representations that their puppies were of "top quality," were "happy and healthy," and came from the "best breeders" in a coordinated effort and scheme to conceal the reality regarding where their puppies came from and known health concerns common to puppy mill puppies and all was done in conscious disregard of the rights of all Plaintiffs.

199. At all times when making such representations, Defendants either knew, or should have known, of the falsity of their representations. Defendants were aware of the known health risks and defects common to puppies that come from puppy mills. Defendants knew that they

routinely purchase puppies from puppy mill breeders and/or brokers who are selling puppies that come from puppy mills. Moreover, even knowing these risks, Defendants purposefully decided to not have the puppies they brought into Petland Summerville further checked by veterinarians prior to selling them to Plaintiffs.

200. Representations made to all Plaintiffs by Defendants with respect to the relative health and quality of the puppies sold by Defendants were material to all Plaintiffs' decisions to purchase a puppy from Defendants, as they would be to any reasonable purchaser.

201. Defendants material misrepresentations with regard to the quality and health of their puppies allow them to charge premium prices for puppies. Accordingly, their efforts were designed to induce Plaintiffs into relying on their material representations in order to boost profits.

202. All Plaintiffs were unaware of the falsity of Defendants' misrepresentations and all fell prey to Defendants' coordinated scheme to conceal the truth regarding the quality and health of many of the puppies they sell.

203. As a direct and proximate cause of Defendants' fraud, all Plaintiffs are entitled to an award of actual and punitive damages in an amount to be determined by a jury.

**FOR A SEVENTH CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(Intentional Infliction of Emotional Distress)**

204. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

205. Defendants, through their reckless conduct, words, and actions, held out to all Plaintiffs representations that their puppies were of "top quality," were "happy and healthy," and came from the "best breeders." These assertions were part of a coordinated effort and scheme to conceal the reality regarding where their puppies came from and to conceal known health concerns common to puppy mill animals as well as known health conditions of the particular animals at issue in the present case.



206. Defendants knew or should have known that their reckless conduct would inflict severe emotional distress to the Plaintiffs in this case.

207. Defendant's conduct in this matter was so extreme and outrageous as to exceed all possible bounds of decency and should be regarded as atrocious and utterly intolerable in a civilized society, such that no person should be expected to endure it.

208. The severe emotional distress suffered by the Plaintiffs in the present case was solely caused by the purposeful and reckless conduct of the Defendants.

209. As a result of Defendants' outrageous conduct, all Plaintiffs are entitled to an award of actual and punitive damages in an amount to be determined by a jury.

**FOR AN EIGHTH CAUSE OF ACTION AS TO ALL PLAINTIFFS**  
**(South Carolina Unfair Trade Practices Act Violation)**

210. Plaintiffs repeat all preceding allegations as if fully restated herein verbatim.

211. Defendants operate a business in South Carolina or directly profit from said businesses operation.

212. Defendants have orchestrated and executed a scheme to defraud consumers. This scheme is carried out by Defendants which advertise themselves as the "best in the business" and an "industry leader in the area of animal care," further explaining at length that Petland "simply [does] not cut corners when it comes to the health and well-being of our puppies." Defendants run retail locations to sell these puppies to unsuspecting consumers while misrepresenting them as high quality purebred AKC certified (or other purebred canine club or certifications) that only come from "hobby" and or "USDA licensed breeders and distributors" that are hand selected by the Petland "Director of Animal Welfare Education."

213. A large percentage of Petland acquired animals are in fact animals from known puppy mill operations with a history of known violations and are generally known to produce animals with significant health defects.

214. Defendants proliferate near constant misrepresentations with regard to the quality and health of their puppies, which allow them to charge premium prices for puppies that prospective customers are led to believe are “certified” to be to be top quality, from the “best” breeders, and reported to be healthy and backed up by warranties and services. Contrary to these assertions, Defendants know they are selling puppy mill sourced animals prone to illnesses, diseases, and other defects. These practices constitute an unfair and deceptive trade practice pursuant to S.C. Code Ann. §§ 39-5-10 *et seq.* Moreover, such practices have a profound impact on the public interest of South Carolina and its citizens, as the ongoing sale of diseased and ill-treated animals threatens to injure parties who are not a part of the private transaction through the spread of communicable canine diseases as well as communicable diseases which can be spread from canines to humans.<sup>16</sup>

215. But for Defendant’s negligence and fraud, all Plaintiffs would not have suffered the harm and damages they suffered. Furthermore, it was reasonably foreseeable that damages all Plaintiffs suffered was a natural and probable consequence of Defendants’ negligent conduct and actions.

216. As a direct and proximate cause of Defendants’ conduct, all Plaintiffs are entitled to an award of actual and all consequential damages which are the natural and probable consequence of Defendant’s negligent conduct in an amount to be determined by a jury, as well as any and all statutory remedies defined in South Carolina Code §§39-5-10, *et seq.*

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<sup>16</sup> Centers for Disease Control and Prevention, [www.cdc.gov/campylobacter/outbreaks/puppies-12-19/index.html](http://www.cdc.gov/campylobacter/outbreaks/puppies-12-19/index.html) (last accessed July 14, 2020).

**WHEREFORE**, Plaintiffs pray for a jury trial on all causes of action so triable, for this Honorable Court to enter judgment against Defendants and all persons in active concert or participation with Defendants, for actual damages, incidental damages, consequential damages, punitive damages, awards for pain and suffering, and for injunctive relief to prevent Defendants' conduct from occurring in the future, for the recovery of reasonable attorney's fees and costs, and other such relief that this Honorable Court deem just and appropriate.

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Respectfully submitted,

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July 15, 2020  
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