

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
BETHANY ANDERSON,

Plaintiff,

-against-

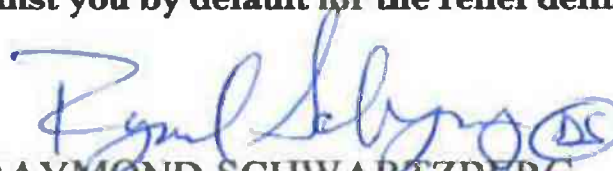
RYAN BRATTON, AMY ALLSHOUSE,
DOGVACAY, INC. and A PLACE FOR
ROVER, INC.,

Defendants.
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To the above named Defendants

YOU ARE HEREBY SUMMONED to answer the Summons and Complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Amended Complaint.

Dated: New York, New York
December 11, 2018


RAYMOND SCHWARTZBERG
& ASSOCIATES, PLLC
Attorneys for Plaintiff
1412 Broadway, Suite 1100A
New York, New York 10018
(212) 687-1737
File No 7157

Index No.

Plaintiff designates
NEW YORK
County as the place of trial

The basis of the venue is
the county where a
substantial portion of
the events giving rise
to the claim occurred

SUMMONS

Plaintiff resides at

32 High Street
Spencer, MA 01562

Defendants' Addresses:

Ryan Bratton
25 Eckles Drive
Somerville, NJ 08876

Amy Allshouse
698 10th Avenue, Apt. 6B
New York, NY 10019

DogVacay, Inc.
2101 4th Avenue, Suite 400
Seattle, WA 98121

A Place for Rover, Inc.
2101 4th Avenue, Suite 400
Seattle, WA 98121

**NOTICE: PLEASE TURN THESE PAPERS OVER TO
YOUR LAWYER OR INSURANCE REPRESENTATIVE
OR A JUDGMENT WILL BE TAKEN AGAINST YOU.**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
BETHANY ANDERSON,

Plaintiff,

Index No.

-against-

RYAN BRATTON, AMY ALLSHOUSE,
DOGVACAY, INC. and A PLACE FOR
ROVER, INC.,

COMPLAINT

Defendants.
-----X

The plaintiff, BETHANY ANDERSON, by her attorney, RAYMOND
SCHWARTZBERG & ASSOCIATES, PLLC, respectfully alleges as follows:

1. At all times herein mentioned, the Plaintiff, BETHANY ANDERSON, was and still is a resident of the County of Worcester, State of Massachusetts.
2. At times herein mentioned, the Defendant, RYAN BRATTON, was a resident of the County, City, and State of New York.
3. At times herein mentioned, the Defendant, RYAN BRATTON, was and is a resident of the town of Somerville, County of Somerset, State of New Jersey.
4. At all times herein mentioned, the Defendant, RYAN BRATTON, was the owner of a dog named "Marv."
5. At all times herein mentioned, Shauna Anderson resided in Apartment 6B at 698 10th Avenue, New York, New York, along with other individuals.
6. At all times herein mentioned, the Defendant, AMY ALLSHOUSE, resided in Apartment 6B at 698 10th Avenue, New York, New York, along with Shauna Anderson, sister of

plaintiff, and another individual, name unknown.

7. At all times herein mentioned, the Defendant, DOGVACAY, INC., was a for profit corporation organized and existing pursuant to the laws of the State of Delaware.

8. At all times herein mentioned, the Defendant, DOGVACAY, INC., was and still is a foreign corporation authorized to do business in the State of New York.

9. At all times herein mentioned, the Defendant, DOGVACAY, INC., was and still is a foreign corporation not authorized to do business in the State of New York.

10. At all times herein mentioned, the defendant, A PLACE FOR ROVER, INC., was and is a for profit corporation organized and existing pursuant to the laws of the State of Delaware.

11. At all times herein mentioned, the Defendant, A PLACE FOR ROVER, INC., was and still is a foreign corporation authorized to do business in the State of New York.

12. At all times herein mentioned, the Defendant, A PLACE FOR ROVER, INC., was and still is a foreign corporation not authorized to do business in the State of New York.

13. At all times herein mentioned, the Defendant, DOGVACAY, INC., was and still is doing business as "ROVER."

14. At all times herein mentioned, the Defendant, A PLACE FOR ROVER, INC., was and is doing business as "ROVER."

15. In or around 2017, A PLACE FOR ROVER, INC. acquired 100% ownership of DOGVACAY, INC., and in so doing acquired all rights, duties, debts, and/or obligations that had until that point belonged to or been chargeable to DOGVACAY, INC.

16. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, had or should have had knowledge of the dangerous, vicious, and unsafe

propensities of the aforementioned dog.

17. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, employed the services of the defendant, DOGVACAY, INC., to place his dog with a dog sitter, via the DogVacay app/service.

18. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, employed the services of the defendant, DOGVACAY, INC., despite the fact that he had or should have had knowledge of the vicious propensities of the aforementioned dog.

19. Upon information and belief, on or before October 22, 2016, defendant, AMY ALLSHOUSE, a lessee-occupant of the apartment located at 698 10th Avenue, Apt. 6B was dog-sitting and had custody and control, temporarily, of the aforementioned dog, "Marv," by an arrangement facilitated with and enabled by the defendant, DOGVACAY, INC.

20. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at the premises despite the fact that the aforementioned dog, which as heretofore alleged had or should have been known to have vicious propensities, and was not safely, properly, adequately, or thoroughly trained.

21. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at the aforesaid premises, despite the fact that the defendant had, or should have had knowledge, of the vicious propensities of the aforementioned dog.

22. On or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at the aforesaid premises with inadequate

safeguard, despite the fact that the defendant knew, or should have known, the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

23. On or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at the premises with inadequate safeguard, in that the aforementioned dog was not properly leashed, guarded, attended, muzzled, or otherwise prevented from attacking individuals legally on or near the said premises.

24. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at a location other than his own home, despite the fact that the aforementioned dog was not safely, properly, adequately, or thoroughly trained.

25. Upon information and belief, on or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at a location other than his own home, despite the fact that the defendant had or should have had knowledge of the vicious propensities of the aforementioned dog.

26. On or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at a location other than his own home with inadequate safeguard, despite the fact that the defendant knew or should have known the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

27. On or before October 22, 2016, the defendant, RYAN BRATTON, allowed the aforementioned dog to be housed temporarily at a location other than his own home with inadequate safeguard, despite the fact that the defendant knew or should have known the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

28. On or before October 22, 2016, the defendant, RYAN BRATTON, allowed the

aforementioned dog to be housed temporarily at a location other than his own home with inadequate safeguard, in that the aforementioned dog was not properly leashed, guarded, attended, muzzled, or otherwise prevented from attacking individuals legally on or near the said premises.

29. On or before October 22, 2016, the defendant, RYAN BRATTON, failed to warn, either by posted sign or oral warning, or other notice, of the presence of said dog and its vicious and/or dangerous propensities.

30. On or before October 22, 2016, the defendant, RYAN BRATTON, failed to warn, either by posted sign or oral warning, of the presence of said dog and its vicious and/or dangerous propensities, despite the fact that the defendant knew or should have known of the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

31. On or before October 22, 2016, the defendant, RYAN BRATTON, failed to warn the defendant, DOGVACAY, INC., of said dog's vicious and/or dangerous propensities.

32. On or before October 22, 2016, the defendant, RYAN BRATTON, knew or should have known of the aforementioned dog's dangerous, unsafe, vicious, and/or violent propensities by virtue of the fact that the dog was a breed, which as a matter of public knowledge is known to have dangerous, unsafe, vicious, and/or violent propensities.

33. Upon information and belief, the defendant RYAN BRATTON, failed to take proper and necessary safeguards to properly protect members of the general public from unwarranted and unprovoked attacks by the aforementioned dog, which said defendant arranged and contracted to be kept on the premises located at 698 10th Avenue, Apt. 6B, New York, New York 10019.

34. Upon information and belief, on or before October 22, 2016, the defendant,

DOGVACAY, INC. was employed by the defendant RYAN BRATTON to arrange for dog-sitting services for the aforementioned dog "Marv."

35. Upon information and belief, on or before October 22, 2016, the defendant, DOGVACAY, INC. arranged for dog sitting services for the defendant RYAN BRATTON despite the fact that it had or should have had knowledge of the vicious propensities of the aforementioned dog.

36. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, failed to inquire as to the vicious propensities of the aforementioned dog prior to providing dog sitting services.

37. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, allowed the aforementioned dog to be kept on the premises despite the fact that the aforementioned dog was not safely, properly, adequately, or thoroughly trained.

38. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, allowed the aforementioned dog to be kept on the premises, despite the fact that said defendant, in addition to other defendants herein, had or should have had knowledge of the vicious propensities of the aforementioned dog.

39. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, allowed the aforementioned dog to be kept on the premises with inadequate care, caution or safeguard, despite the fact that the defendant knew or should have known the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

40. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, allowed the aforementioned dog to be kept on the premises with inadequate care, caution or safeguard, in that the aforementioned dog was not properly leashed, guarded,

attended, muzzled, or otherwise prevented from attacking individuals legally on or near the said premises.

41. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, failed to warn, either by posted sign or oral warning, of the presence of said dog and its vicious and/or dangerous propensities.

42. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, should have, but failed to perform a thorough and adequate or any inquiry or check into the subject dog Marv's history, behavior and vicious propensities.

43. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, knew or should have known of the aforementioned dog's dangerous, unsafe, vicious, and/or violent propensities by virtue of the fact that the dog was a breed, which as a matter of public knowledge is known to have dangerous, unsafe, vicious, and/or violent propensities.

44. Upon information and belief, on or before October 22, 2016, the defendant, AMY ALLSHOUSE, failed to take proper and necessary care, caution or safeguards to properly protect members of the general public and more specifically, the plaintiff herein, from unwarranted and unprovoked attacks by the aforementioned dog, which said defendant allowed to be kept on the premises.

45. Upon information and belief, on or before October 22, 2016, the defendant, DOGVACAY, INC. allowed the aforementioned dog to be kept on the premises despite the fact that the aforementioned dog was not safely, properly, adequately, or thoroughly trained.

46. Upon information and belief, on or before October 22, 2016, the defendant, DOGVACAY, INC., allowed the aforementioned dog to be kept on the premises, despite the fact

that the defendant had or should have had knowledge of the vicious propensities of the aforementioned dog.

47. On or before October 22, 2016, the defendant, DOGVACAY INC., allowed the aforementioned dog to be kept on the premises with inadequate safeguard, despite the fact that the defendant knew or should have known the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

48. On or before October 22, 2016, the defendant, DOGVACAY, INC., allowed the aforementioned dog to be kept on the premises with inadequate safeguard, despite the fact that the defendant knew or should have known the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

49. On or before October 22, 2016, the defendant, DOGVACAY, INC., allowed the aforementioned dog to be kept on the premises with inadequate safeguard, in that the aforementioned dog was not properly leashed, guarded, attended, muzzled, or otherwise prevented from attacking individuals legally on or near the said premises.

50. On or before October 22, 2016, the defendant, DOGVACAY, INC., failed to warn, either by posted sign or oral warning, or other notice, of the presence of said dog and its vicious and/or dangerous propensities.

51. On or before October 22, 2016, the defendant, DOGVACAY, INC., failed to warn, either by posted sign, oral or electronic warning, of the presence of said dog and its vicious and/or dangerous propensities, despite the fact that the defendant knew or should have known of the aforementioned dog to be dangerous, unsafe, vicious, and/or violent.

52. On or before October 22, 2016, the defendant, DOGVACAY, INC., failed to perform any inquiry, any investigation, any check and/or failed to perform a thorough and

adequate check into the subject dog Marv's history, veterinarian status, elements as to required care and the matters as to "Marv's" behavior and vicious propensities.

53. On or before October 22, 2016, the defendant, DOGVACAY, INC., knew or should have known of the aforementioned dog's dangerous, unsafe, vicious, and/or violent propensities by virtue of the fact that the dog was a breed, which as a matter of public knowledge is known to have dangerous, unsafe, vicious, and/or violent propensities.

54. Upon information and belief, the defendant, DOGVACAY, INC., failed to take proper and necessary safeguards to properly protect members of the general public from unwarranted and unprovoked attacks by the aforementioned dog, which said defendant allowed to be kept on the aforesaid premises.

55. The defendant, DOGVACAY, INC., was negligent in its failure to carefully and cautiously conduct its business of arranging for temporary housing of dogs, in a reasonably safe manner in the following ways:

- a. Failing to have in place the necessary and appropriate internal procedures and/or policies to ensure that the dogs it placed did not have vicious propensities;
- b. Failing to adhere to any internal procedures checking pet history adequately and competently and/or policies to learn if the dogs it placed had vicious propensities or otherwise dangerous potentialities;
- c. Failing to inform its dog-sitters, including Defendant, AMY ALLSHOUSE, of the vicious propensities of the dogs being placed for dog-sitting, specifically the aforementioned dog, "Marv;"
- d. Failing to inform members of the public at large, including the Plaintiff, of

the vicious propensities of the dogs being placed for dog-sitting, specifically the aforementioned dog, “Marv;”

- e. Failing to take steps to learn of dogs’ vicious propensities and/or verify that the aforementioned dog could be safely placed for dog-sitting, including but not limited to a search for veterinarian records or satisfactory proof of pet history and/or municipal and animal control records;
- f. Having notice of the dog’s vicious propensities, continuing to place said dog for dog-sitting;
- g. Failing to remove or otherwise ban said dog from being including in its dog-sitting placement services;
- h. Deceiving the public at large, including the Plaintiff, by representing that it operated its business in a reasonably safe manner.

56. On or about October 22, 2016, the plaintiff, BETHANY ANDERSON, was lawfully at the premises located at 698 10th Avenue, Apt. 6B, New York, New York 10019.

57. On or about October 22, 2016, at approximately 5:00 P.M., the plaintiff, BETHANY ANDERSON, was an invitee at the premises located at 698 10th Avenue, Apt. 6B, New York, New York 10019.

58. While the plaintiff, BETHANY ANDERSON, was at the above-mentioned premises, the aforementioned dog, without warning, reason, or provocation, violently attacked the body of said plaintiff, causing her to sustain serious personal injuries as hereinafter alleged.

59. Plaintiff, BETHANY ANDERSON’s, injuries were caused solely by the carelessness, recklessness, and negligence of the defendants, and the plaintiff in no way

contributed to the injuries by any act or omission on her part.


60. By reason of the foregoing, the plaintiff, BETHANY ANDERSON, sustained serious, significant, and permanent injuries to her body, including but not limited to her face, and psychological residuals, all of which caused great pain and suffering on the part of the plaintiff in the past, present, and future.

61. By reason of the foregoing, the plaintiff, BETHANY ANDERSON, was caused to sustain medical and hospital expenses, both past, present, and future.

62. The amount of damages sought herein exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction in this matter.

WHEREFORE, the Plaintiff, BETHANY ANDERSON, demands judgment against the defendants in an unspecified amount to be determined at trial by a jury, together with costs, disbursements, and such other relief that this Court will deem just and proper.

Dated: New York, New York
December 11, 2018


RAYMOND SCHWARTZBERG
& ASSOCIATES, PLLC
Attorney for Plaintiffs
1412 Broadway, Suite 1100A
New York, New York 10165
File No. 7157

Index No. Year

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

BETHANY ANDERSON,

Plaintiff,

-against-

RYAN BRATTON, AMY ALLSHOUSE, DOGVACAY, INC.,
and A PLACE FOR ROVER, INC.,

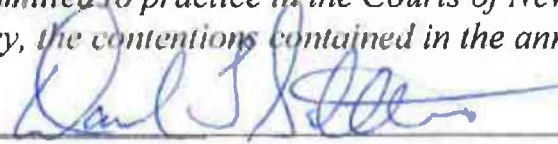
Defendants.

SUMMONS AND COMPLAINT

RAYMOND SCHWARTZBERG & ASSOCIATES, PLLC
Attorney for Plaintiff
1412 Broadway, Suite 1100A
New York, New York 10018
(212) 687-1737

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the Courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: December 11, 2018

Signature 
Print Signer's Name Daniel T. Saltus

Service of a copy of the within _____ is hereby admitted.

Dated: _____
Attorney(s) for _____

PLEASE TAKE NOTICE

NOTICE OF
ENTRY

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

NOTICE OF
SETTLEMENT

that an Order of which the within is a true copy will be presented for settlement
to the Hon. _____ one of the judges of the within named
Court, at _____, at _____ M.
on

Dated: _____
TO: RAYMOND SCHWARTZBERG & ASSOCIATES, PLLC
Attorney for Plaintiff
1412 Broadway, Suite 1100A
New York, New York 10018
(212) 687-1737