

VIRGINIA:

IN THE CIRCUIT COURT FOR MADISON COUNTY

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COMMONWEALTH OF VIRGINIA,)
EX REL. MARK R. HERRING,)
ATTORNEY GENERAL,)
	Plaintiff,)
v.)
)
SERVICE DOGS BY)
WARREN RETRIEVERS, INC.)
f/k/a GUARDIAN ANGEL SERVICE DOGS, INC.)	Case No. CL18003705-00)
)
and)
)
CHARLES D. WARREN, JR.,)
an individual,)
)
	Defendants.)
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AMENDED COMPLAINT

The Plaintiff, Commonwealth of Virginia, by, through and at the relation of the Attorney General of Virginia, Mark R. Herring (the “Plaintiff” or the “Commonwealth”) petitions this Court to declare that the activities in which the Defendants, Service Dogs by Warren Retrievers, Inc. f/k/a Guardian Angel Service Dogs, Inc. (“SDWR”) and Charles D. Warren, Jr. (“Warren”) have engaged, and are engaging, constitute violations of the Virginia Consumer Protection Act (“VCPA”), Va. Code §§ 59.1-198 through 59.1-207, and the Virginia Solicitation of Contributions (“VSOC”) law, Virginia Code §§ 57-48 through 57-69; to enjoin these violations; to restore to consumers the sums acquired from them in violation of the VCPA; to award civil penalties, expenses, and attorney’s fees to the Commonwealth pursuant to the VCPA and the VSOC law; and to grant such other relief requested in this Amended Complaint.

SDWR represents itself as a nonprofit organization devoted to raising, training, and

placing service dogs with individuals who have “invisible disabilities,” such as diabetes, autism, seizure disorders, and post-traumatic stress disorder. It offers hope for consumers and their families that a service dog will save or dramatically improve their or their family members’ lives, if they just raise \$25,000 for SDWR. These individuals and families are told that they will receive a trained service dog that can identify and alert them to an actual or impending medical crisis; activate a life-alert system or dial 911; retrieve objects, foods, medications or additional assistance during a crisis; guard a victim; prevent elopement¹; assist in the search and rescue in the case of elopement; act as stationary ballast; redirect from self-harm; increase social interaction; improve reading skill sets; help with sensory processing disorders; and/or provide emotional support. In reality, in many instances these hopeful and vulnerable consumers receive poorly trained, ill-behaved dogs that are not equipped to help them manage a life-threatening disability and are little more than very expensive pets.

Among other conduct alleged in this Amended Complaint, SDWR and Warren have violated the VCPA and the VSOC law by misrepresenting to consumers, or deceiving consumers, about the service dogs’ testing, training, skills and abilities, and efficacy; what goods or services would be included in the cost of the dogs; how the dogs could be paid for; how long consumers would have to pay their balances due for their service dogs; whether consumers could receive refunds; and the health and condition of the dogs. Finally, the Defendants made specific misrepresentations about SDWR’s puppy raiser program; about Warren’s military service and background; and that the organization was endorsed by or partnered with JDRF² and several local Virginia police departments.

¹ In the context of an individual on the autism spectrum, “elopement” refers to the behavior of running or wandering away from caregivers or safe or secure locations.

² As explained further below, JDRF (formerly the Juvenile Diabetes Research Foundation) is a charitable organization dedicated to funding type 1 diabetes research.

The Plaintiff prays that this Court grant the relief requested in this Amended Complaint and states the following in support thereof:

JURISDICTION AND VENUE

1. The Commonwealth brings this action pursuant to the authority set forth in § 59.1-203 of the VCPA and § 57-59 of the VSOC law, which provide, among other things, that the Attorney General may bring an action to enjoin any violations of these statutes.

2. The Circuit Court for Madison County has authority to entertain this action and to grant the relief requested herein pursuant to Virginia Code §§ 8.01-620; 17.1-513; 59.1-203, 59.1-205 and 59.1-206; and 57-59.

3. Venue is permissible in this Court pursuant to § 8.01-262(1), (3) and (4) because Defendant Warren resides in Madison County; both Defendants regularly conduct substantial business activity in Madison County; and portions of the causes of action arose in Madison County. Venue is preferred in this Court pursuant to Virginia Code § 8.01-261(15)(c) because some or all of the acts to be enjoined are, or were, being done in Madison County.

4. In accordance with Virginia Code § 59.1-203(B), prior to commencement of this action, the Commonwealth certifies that it gave the Defendants written notice that these proceedings were contemplated and a reasonable opportunity to appear before the Office of the Attorney General to demonstrate that no violations of the VCPA or the VSOC law had occurred, or in the alternative, to execute an appropriate Assurance of Voluntary Compliance (“AVC”) that is acceptable to the Commonwealth. The Defendants did not show that no violations had occurred and did not execute an appropriate AVC.

PARTIES

5. The Plaintiff is the Commonwealth of Virginia, by, through and at the relation of

Mark R. Herring, Attorney General of Virginia.

6. Defendant SDWR is a corporation organized under the laws of Virginia, with its principal business address listed as P.O. Box 647, Madison, Virginia 22727.

7. SDWR was incorporated on October 15, 2010, as Guardian Angel Service Dogs, Inc. SDWR changed its name to Service Dogs by Warren Retrievers, Inc. by corporate amendment effective September 19, 2012.³

8. SDWR filed for Chapter 7 bankruptcy protection on May 29, 2020. Though the corporation's status with the Virginia State Corporation Commission is "Inactive," the corporation has not been dissolved.

9. Defendant Warren is a resident of Madison County, Virginia.

10. During all relevant times, Warren has served as President, Chief Executive Officer, and Chief Financial Officer of SDWR, and was a Director on its Board of Directors.

11. Whenever any reference is made in this Complaint to any act of the "Defendants" or to the acts of any one of them, such allegations shall be deemed to include SDWR and Warren, acting jointly and severally, as if the act of any one of them were the act of the other, whether as principal, under an express or implied agency, or with actual or apparent authority to perform the acts alleged.

FACTS

Service Dogs by Warren Retrievers, Inc.

12. SDWR held itself out as a nonprofit organization that placed service dogs with individuals with various diseases or disorders, including diabetes, autism, seizure disorders and post-traumatic stress disorder, which it characterized as "invisible disabilities."

³ For the purposes of this Complaint, all references to "SDWR" shall include the organization under its former name.

13. According to its website, SDWR “helps families find local resources to help offset the costs associated with the purchase and training of a service dog” and “gives those with an invisible illness a chance at their own service dog.”

14. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its service dogs on its website:

- a. “All Service Dogs by Warren Retriever dogs are constantly evaluated for the right temperament”
- b. “The SDWR assessment individually evaluates each and every Labrador Retriever so that they are perfectly matched with his or her ideal family.”
- c. “We listen to what you tell us and we create a program that targets your primary concerns.”
- d. “Our Service Dogs are Backed by Science.”
- e. “SDWR’s unique training program is what sets us apart from other non profit service dogs organizations.”
- f. “Service Dogs by SDWR strives to place dogs in volunteer home environments to be raised from 9-18 months.”
- g. “SDWR tests for pups that are able to achieve maximum alert and response ability . . . that have a reliable, even temperament and ample service characteristics.”
- h. “We provide a Performance Guarantee . . . on every dog placed,” or more recently, “as part of the SDWR difference, we offer all of our clients a Lifetime Training Guarantee”
- i. “Upon placement, SDWR trainers will return for training sessions with the service dog and family every 3-4 months over the course of the next 18 months. During

this time SDWR trainers will continue working on the service dog's customized training, follow up training, and training the human to make a successful team and public access certification.”

- j. “We provide dogs . . . with countless hours of training so that all we have to focus in on is acclimation, integration, and customization.”

15. SDWR solicited donations, or accepted donations solicited on its behalf, using fundraising letters or other promotional materials. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its service dogs in fundraising or other promotional materials (including third-party sites):

- a. “All Warren Retriever puppies are temperament tested and come with the best health guarantees in the business.”
- b. “Your service dogs will be hand-picked from a litter of Warren Retriever labs based on *your* specific needs.”
- c. “SDWR provides focused training and screening for the dogs prior to home placement.”
- d. “Following the initial training program, the dogs are matched in a home based on their behavior and personality, family culture and environment, individual medical needs and alert methods.”
- e. “Our initial delivery time is 4 – 5 consecutive days, with each subsequent visit every 90 – 120 days for durations of 2 – 4 days.”

16. SDWR designed and promoted several fundraising campaigns to solicit donations for its organization and programs through its own website, social media, and third-party sites (such as AmazonSmile).

The SDWR Diabetic Alert Dog Program

17. For individuals with diabetes or their families, SDWR offered the opportunity to obtain a Diabetic Alert Dog (“DAD”).
18. SDWR began promoting its DAD program in 2011.
19. As part of its DAD program, SDWR purported to offer dogs with “proven scent ability” that it placed with consumers suffering from diabetes, to aid in the detection of high and/or low blood sugar levels.
20. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its DADs on its website:
 - a. “All Warren Retriever litters are temperament tested when the puppies are seven weeks of age. This assessment ensures that the right dog is matched with the right family. It is vital that the puppy selected for service dog work not only have the ‘right nose’ but the right temperament.”
 - b. “From the best in the litter, our trainers choose a pup for each DAD client based on that individual’s unique needs.”
 - c. “We are so certain that our DAD scent training works that we offer a money-back guarantee on that portion of the program.”
 - d. “We Train Our Diabetic Alert Dogs To Help With The Following:
 - High & Low Blood Sugar Alerts
 - Early High/Low Detection
 - Retrieve Third Party Support
 - Retrieve Food & Medication Such as Glucagon, Glucose Tabs, Insulin, Juice, Meters, etc.
 - Dial 911 on a Special Device
 - Public Access Training, Testing, Certifications”
 - e. “When selecting puppies, a proven scent ability is our top priority in determining

a puppy's potential as a service dog. The temperament of our dogs is also a crucial factor in our selection.”

- f. “[O]ur dogs are temperament and scent tested to ensure their capabilities as highly effective service dogs.”
- g. “Our dogs are trained to alert to the scent produced by diabetic lows and highs. The dog is taught the difference between those two scents and other scents around them so that their alerts are accurate and on time. The dogs are able to alert in whatever way we train them meaning they can be taught to paw, jump, nose or many other motions when they sense a high or low.”
- h. “When a dog is placed, the foundations have been trained into it with obedience, public access, and general training. Then when we start working with the family, we begin to train in the customization around your lifestyle.”

21. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its DADs in fundraising or other promotional materials (including third-party sites):

- a. “Diabetic Alert Dogs are 100% accurate and often alert as much as 20-45 minutes before a meter shows there’s even a problem.”
- b. “Implanted glucose monitoring systems are often 20-30 minutes behind a fully-trained alert dog. These electronic systems measure parts per million. In studies, dogs have been shown to scent parts per *trillion*.”
- c. “These dogs can be trained to notice small changes in the scent of a type 1 diabetic’s skin and/or breath and alert the individual – or a family member – that their blood sugar is going dangerously low or high.”

- d. “Our dogs are trained to purposefully arouse or awaken owners in a medical crisis, retrieve diabetic life essentials such as glucose, glucagon, testing meters and juice. They also can be trained to dial 911 on an emergency k9 phone.”
22. Diabetics or, more frequently, individuals with a diabetic family member (such as a child) would reach out to SDWR to learn about their program.
23. Many consumers’ first significant contact with SDWR to discuss the DAD program was with Defendant Warren, who explained the benefits of a DAD and the details of the program to them.
24. Warren promised them a dog that would save their or their family members’ lives by identifying and alerting them to blood sugar fluctuations that could become life-threatening.
25. Warren generally represented that his DADs would be able to detect these fluctuations from long distances, overnight, or from even small amounts of blood. On at least one occasion, Warren represented to a consumer that a DAD could detect “a teaspoon of sugar added to an Olympic-sized swimming pool.”
26. Warren repeatedly represented that his DADs were “100% effective” and “backed by science.”
27. Warren had no independent evidence to support any of these claims.
28. In support of his statement that SDWR dogs were “backed by science,” Warren (and others with SDWR who repeated the claim) relied on a 2013 study conducted with the University of Virginia.
29. This study, published in the *Diabetes Care Journal* and touted initially on SDWR’s website with the language “Scientific research *proves* that SDWR Diabetic Alert Dogs *have a proven ability ...*” (emphasis added), was done through an online self-reporting study of

select SDWR customers.

30. Warren represented to consumers that SDWR dogs would receive extensive scent testing and training, and that only a few dogs would “make the cut.”

31. In fact, very few if any dogs failed SDWR’s initial scent and temperament testing.

32. Early in the DAD program, a potential recipient of a DAD would pay a deposit and be placed on an “active list.”

33. Once a SDWR puppy was “ready” to be placed with a family on this list, it would be brought to their home by one of SDWR’s trainers, usually around 12-14 weeks of age.

34. In initial conversations with consumers, Warren regularly represented to them that they would receive DADs that were housebroken and had undergone obedience training and some scent training.

35. In practice, consumers received DADs that were puppies, and were not housebroken or obedience trained, or were difficult to train, such that trainers had to spend a great deal of time in follow-up training sessions on basic obedience issues, including:

- a. Walking on a leash, with or without a prong collar;⁴
- b. Inappropriate chewing or destruction; or
- c. Responding to their name.

36. In addition, the DADs that consumers received demonstrated behavior inconsistent with a service temperament, such as:

- a. Frequent barking or whining;
- b. Jumping on people (both children and adults) or other dogs;
- c. Straining against the leash; or

⁴ A prong collar, also called a pinch collar, is a series of metal links that fit together by connecting through blunt prongs that point inward toward the dog’s neck. The collar is designed to prevent the dog from pulling by applying pressure at each point against the dog’s neck.

d. Significant fear at loud noises such as storms, fireworks, or cars backfiring.

37. Many consumers were led to believe by Warren that their dogs would be able to detect high and low blood sugars and “alert” immediately upon arrival, and that they, the consumers, would only have to continue or reinforce the training in their own homes.

38. However, the DADs were not trained prior to their arrival at the consumers’ homes, and the consumers were expected to recognize and reward “natural alerts” to start the scent training themselves.

39. Numerous consumers had difficulty getting the DADs to “alert” with any consistency, or at the appropriate time.

40. Specifically, DADs placed by SDWR would, despite consumers efforts:

- a. Fail to alert to a dangerous high or low blood sugar;
- b. Alert when the diabetic’s blood sugar was not out of range; or
- c. Display so-called “natural alert” behaviors, but fail to display any “trained alerts.”

41. Consumers also received DADs that did not seem to be uniquely suited to their environment or circumstances: e.g., sedate dogs were placed with owners with active lifestyles; dogs that had never been around cats were placed in homes with multiple existing cats.

The SDWR Autism Service Dog Program

42. For individuals with autism or their families, SDWR offered the opportunity to obtain an autism service dog.

43. SDWR began promoting its autism service dog program in approximately 2014.

44. As part of its autism service dog program, SDWR purported to offer dogs with skills to “act as a safety net, a guardian and a friend when there is no one else to provide the support every child with Autism needs.”

45. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its autism service dogs on its website:

- a. “Our Autism Dogs Can Help With the Following:
 - Overall Calming Effect
 - Finding Lost Child
 - Stationary Ballast In Case of Elopement
 - Redirection From Self-Harm
 - Improved Sleep Patterns
 - Increased Social Interaction
 - Help with Sensory Processing Disorder
 - Improve Reading Skill Sets Using Complete Sentences and Pronouns.”
- b. “When a dog is placed, the foundations have been trained into it with obedience, public access, and general training. Then when we start working with the family, we begin to train in the customization around your lifestyle.”

46. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its autism service dogs in fundraising or other promotional materials:

- a. “Autism response dogs are trained to find a missing child, serve as a stationary ballast, and redirect away from repetitive, sometimes harmful behaviors.”
- b. “Autism response dogs provide comfort and can help with emotional meltdowns and transitioning challenges.”
- c. “Autism response dogs are trained to prevent elopement and wandering which provides parents with a feeling of safety for their child.”

47. Individuals with a family member diagnosed with autism (such as a child) would reach out to SDWR to learn about their program.

48. Many consumers’ first significant contact with SDWR to discuss the autism service dog program was with Defendant Warren, who explained the benefits of an autism

service dog and the details of the program to them.

49. SDWR (often through Warren) promised them a dog that would save or improve their family members' lives in many ways with their training: redirecting behavior; calming; preventing elopement, or if elopement occurred assisting in search and rescue; assisting with sensory processing disorders; increasing social interaction; and improving reading, among other claims.

50. Warren represented to consumers that SDWR dogs would receive extensive testing and training, and that only a few dogs would "make the cut."

51. In initial conversations with consumers and in text appearing on the website, Warren regularly represented to them that they would receive autism service dogs that were housebroken and had undergone obedience training, socialization, and public access training.

52. In initial conversations and ongoing communications with Warren, family members would describe their specific needs and requirements, and Warren would assure them that their dog would be able to provide that skill set or refer them to the training staff for answers.

53. Warren and SDWR trainers would then not respond directly to these requests and upon delivery or just before delivery families would be told that their dog would receive training in these specific skills after delivery.

54. In practice, consumers received autism service dogs that were not housebroken or obedience trained, or were difficult to train, such that trainers had to spend a great deal of time in follow-up training sessions on basic obedience issues, including:

- a. Walking on a leash, with or without a prong collar;
- b. Inappropriate chewing or destruction; or

c. Responding to their name.

55. In addition, the autism service dogs that consumers received demonstrated behavior inconsistent with a service temperament, such as:

- a. Frequent barking or whining;
- b. Jumping on people (both children and adults) or other dogs;
- c. Straining against the leash;
- d. Significant fear at loud noises such as storms, fireworks, or cars backfiring;
- e. Inability to climb stairs or load into vehicles;
- f. Inability to remain in a room with autism clients; and/or significant fear of autism clients; and
- g. Significant fear of, or aggression towards, humans or other animals.

56. Warren led consumers to believe that their dogs would be trained in basic skills to assist their family member with autism, and that they, the consumers, would receive customized and highly specific training in their homes for their unique circumstances.

57. Warren further led consumers to believe that the customized training, taught to the consumers during the drop off and initial home visit, would only require maintenance training by consumers to hone these specialized skills.

58. However, SDWR's autism service dogs were not trained prior to their arrival at the consumers' homes, and the consumers were expected to learn how to train the specialized behaviors themselves.

59. Consumers also received autism service dogs that did not seem to be uniquely suited to their environment or circumstances: e.g., sedate dogs were placed with owners with active lifestyles; dogs that had never been around cats were placed in homes with multiple

existing cats.

60. In addition, though SDWR represented—on its website, and by Warren and other employees of SDWR—to potential families as well as the general public the specialized skills of autism service dogs, SDWR’s required contract signed by families requesting an autism service dog was not changed from DADs to reflect any standardized training for autism service dogs.

61. Specifically, the contract signed by families seeking an autism service dog still contained the following language regarding its training program:

“The training program (the “Training”) will include approximately One Hundred Forty to One Hundred Eighty (140 – 180) hours of training (excluding travel time), including in-home visits, and will address, as a part of the Training that is deemed to be standard training for medical alert service dogs in general, the following areas:

1. Low and/or high blood sugar recognition and trained alert for Diabetic Alert Dogs, recognition and trained alerts for medical alert or service dogs for other disabilities;
2. Obedience training;
3. Specialized medical alert service dog behaviors like “get” the testing kit; “get” the juice box; “get” another member of the household;
4. The ADA—Americans with Disabilities Act: Know your rights;
5. Medical Alert Service dog emergency call (911) training;
6. Preparation for AKC Canine Good Citizen and Public Access tests; and
7. Service dog certification and recertification every two years during The working life of the dog as requested by client.”

The SDWR Seizure Response Dog Program

62. For individuals suffering from seizure disorders or their families, SDWR offered the opportunity to obtain a seizure response service dog.

63. SDWR began promoting its seizure response service dog program in approximately 2015.

64. As part of its seizure response service dog program, SDWR purported to offer dogs with skills to: stay with the seizure victim by lying next to or on that person; help the victim

rise after a seizure; look for assistance from others; dial 911; retrieve medications; help with mobility issues; and possibly alert the victim prior to the impending seizure.

65. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its seizure response service dogs on its website:

- a. “Our Seizure Response Dogs Can Help with the Following:
 - Activate a life-alert system
 - Guard person from public as they experience a seizure
 - Retrieve a phone or stimulate a person during a seizure
 - Act as a brace to help individual up
 - Retrieve Help In Time of Crisis
 - Retrieve Food and Medication after a seizure
 - Increase Independence
 - Comfort and Companionship.”
- b. “When seizures take a toll mentally and physically, our service dogs are there to remedy the effects.”
- c. “We promise you independence and security through our seizure assistant dogs. We fulfill our promise through our intensive training program which, coupled with the highest standard in Labrador Retriever breeding practices, results in thoroughly equipped seizure assistant dogs.”
- d. “Our goal is to provide peace of mind to everyone in the family, not just the individual coping with seizure. Those with seizure disorder can’t avoid seizures, but they can lessen the burden through a reliable seizure response dog.”
- e. An SDWR seizure response dog could “help ‘their person’ rise after a seizure;” and was “trained to dial 911 on a K9 phone if ‘their person’ remains unresponsive” and “trained to help ‘their person’ with mobility issues they often face.”

- f. “Though we cannot guarantee, when with their person for a period of time, seizure service dogs have shown an ability to predict an impending seizure.”

66. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its seizure response service dogs in fundraising or other promotional materials:

- a. “Our Seizure response dogs are custom-trained to assist people with epilepsy or other seizure disorders with tasks such as activating life-alert systems, finding someone to help, retrieving a phone, and stimulating a person during a seizure.”
- b. “As a person recovers from a seizure, a seizure response dog can retrieve medications or food and act as a brace to help them up.”
- c. “These dogs can also be trained to dial 911 on an emergency k9 phone.”

67. Individuals who suffered from, or had a family member (such as a child) that suffered from, a seizure disorder would reach out to SDWR to learn about their program.

68. Many consumers’ first significant contact with SDWR to discuss the seizure response service dog program was with Defendant Warren, who explained the benefits of a seizure response service dog and the details of the program to them.

69. SDWR (often through Warren) promised them a dog that would save or improve their or their family members’ lives in many ways with their training: helping the person suffering the seizure rise after a seizure; “guarding” the person during the seizure from the public; seeking assistance or dialing 911 on a K9 phone; or retrieving medication after a seizure, among other claims.

70. SDWR led consumers to believe that their dogs would be trained in basic skills to assist them with their seizure disorder, and that they, the consumers, would receive customized

and highly specific training in their homes for their unique circumstances.

71. SDWR further led consumers to believe that the customized training, taught to the consumers during the drop off and initial home visit, would only require maintenance training by consumers to hone these specialized skills.

72. However, SDWR's seizure response service dogs were not trained prior to their arrival at the consumers' homes, and the consumers were expected to learn how to train the specialized behaviors themselves.

73. As with its autism service dogs, though SDWR represented the specialized skills of seizure response service dogs, SDWR's required contract signed by consumers requesting a seizure response service dog was not even changed from the version that was presented to consumers requesting DADs, to reflect any specialized training applicable to seizure response service dogs.

74. The contract signed by families seeking a seizure response service dog still contained the following language regarding its training program:

“The training program (the “Training”) will include approximately One Hundred Forty to One Hundred Eighty (140 – 180) hours of training (excluding travel time), including in-home visits, and will address, as a part of the Training that is deemed to be standard training for medical alert service dogs in general, the following areas:

1. Low and/or high blood sugar recognition and trained alert for Diabetic Alert Dogs, recognition and trained alerts for medical alert or service dogs for other disabilities;
2. Obedience training;
3. Specialized medical alert service dog behaviors like “get” the testing kit; “get” the juice box; “get” another member of the household;
4. The ADA—Americans with Disabilities Act: Know your rights;
5. Medical Alert Service dog emergency call (911) training;
6. Preparation for AKC Canine Good Citizen and Public Access tests; and
7. Service dog certification and recertification every two years during The working life of the dog as requested by client.”

The SDWR Post-Traumatic Stress Disorder Response Dog Program

75. For individuals suffering from post-traumatic stress disorder (“PTSD”) or their families, SDWR offered the opportunity to obtain a PTSD response service dog.

76. SDWR began promoting its PTSD response service dog program in approximately 2016.

77. As part of its PTSD response service dog program, SDWR purported to offer dogs with skills to: provide relief from emotional overload; offer increased independence; retrieve items; help with memory issues and routines; and provide comfort.

78. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its PTSD response service dogs on its website:

- a. “SDWR has developed a proprietary and unique program for training dogs to support veterans, adults and children who are daily coping with post traumatic stress disorder.”
- b. “There are a number of tasks the dogs can be taught to support those with PTSD including helping with medication reminders, other memory issues such as disorientation, directional challenges, and keeping track of time.”
- c. “For PTSD service dogs, we train for things like teaching the dog to retrieve items such as drinks for taking medications or to alleviate dry mouth syndrome.”
- d. “The dogs can also be taught to respond to sounds such as doorbells, smoke alarms, or other noises.”
- e. “PTSD Service Dog Tasks and Abilities:
 - Assistance in Medical Crisis
 - Retrieve Medication and Beverage
 - Bring Phone in Emergency
 - Answer Doorbell

- Bring Help Indoors
- Assist to Rise and Steady Patient
- Carrying Medical Supplies
- Treatment Related Assistance
- Timed Medication Reminder
- Help Coping with Medication Side Effects
- Alert Partner in Time of Distress
- Alert to Emergency like Smoke Alarm
- Assistance Coping with Emotional Overload
- Provide Tactile Stimulation to Disrupt Overload
- Wake for Work or School
- Combat Sedative Effects
- Prevent and Combat Emotional Overload in Workplace
- Public Panic Prevention
- Security Enhancement Tasks
- Support in Coping with Fear of Intruder
- Assist in Escape Strategy
- Light up Dark Room.”

79. SDWR has used the following or similar language about the skills, abilities, efficacy, testing or training of its PTSD response service dogs in fundraising or other promotional materials:

- a. “A PTSD response dog is tailor-trained to best support the individual client’s needs.”
- b. “Dogs can be taught to respond to sounds such as doorbells, smoke alarms, or other noises.”
- c. “They can provide relief from or disrupt emotional overload.”
- d. “They can prevent unwanted attention in public places and help those with PTSD cope with fear by ‘clearing’ or lighting up a dark room.”

80. Individuals living with PTSD would reach out to SDWR to learn about their program.

81. Many consumers’ first significant contact with SDWR to discuss the PTSD

response service dog program was with Defendant Warren, who explained the benefits of a PTSD response service dog and the details of the program to them.

82. SDWR (often through Warren) promised them a dog that would save or improve their lives in many ways with their training: supplying them with memory assistance, such as medication reminders; retrieving medication or drinks; providing relief from or disrupting emotional overload; and responding to loud noises, among other claims.

83. SDWR led consumers to believe that their dogs would be trained in basic skills to assist them with their PTSD, and that they, the consumers, would receive customized and highly specific training in their homes for their unique circumstances.

84. SDWR further led consumers to believe that the customized training, taught to the consumers during the drop off and initial home visit, would only require maintenance training by consumers to hone these specialized skills.

85. However, upon information and belief, SDWR's PTSD response service dogs were not trained in either basic skills or PTSD-related skills prior to their arrival at the consumers' homes, and the consumers were expected to learn how to train the specialized behaviors themselves.

The SDWR Puppy Raiser Program

86. In approximately 2015, SDWR started its "puppy raiser" program.

87. The stated purpose of this program was to place SDWR puppies in the homes of volunteers, who would begin training and socialization for the dogs who would ultimately become service dogs.

88. SDWR has used the following or similar language about its puppy raiser program on its website and in fundraising or other promotional materials:

- a. “These [puppy raiser] homes are where our young puppies’ training and socialization begins. It is here that the puppies become comfortable with home life, learn basic obedience, and begin to experience the world through the love and dedication of SDWR volunteer families.”
 - b. “Puppy raisers receive their puppy when it is approximately four months old, after the puppy has passed temperament testing and has received necessary vaccinations.”
 - c. “The puppy usually remains with the Raiser until it is between nine and 12 months old.”
89. To become a puppy raiser, a potential volunteer would fill out an online application, which had no stated requirements for acceptance.
90. Puppy raisers were often recruited on the campuses of colleges or universities throughout the mid-Atlantic region.
91. Very few if any individuals seeking to be puppy raisers were turned down.
92. Puppy raisers received minimal instruction or guidance on training the dogs for placement as a service animal.
93. Puppy raisers were tasked with training the dogs on public access, manners, and basic commands.
94. After the puppy raiser program was instituted, service dogs placed in the homes of consumers were older—one to two years of age.
95. Despite the age difference in the dogs, consumers still received service dogs with obedience and temperament problems.
96. DADs from the puppy raiser program were not trained to “alert” on high or low

blood sugar immediately upon arrival, and consumers who received a DAD that had completed the puppy raiser program still needed to train the dogs themselves on how to “alert” to blood sugar fluctuations; retrieve medications, glucose meter, food or drinks; and/or call 911.

97. Consumers who received an autism, seizure response, or PTSD response service dog from the puppy raiser program still needed to train the dogs in the specialized skills necessary for their unique circumstances.

98. Participants in the puppy raiser program were told that SDWR would provide or pay for all food, medical expenses, and training for the dogs.

99. SDWR solicited donations from outside donors specifically to fund its puppy raiser program and the efforts of its puppy raisers.

100. In its promotional materials to solicit such donations, SDWR stated:

“College students will also receive their dog food for free as long as they fulfill specific tasks including bi-weekly electronic check-ins, monthly training seminars, and posting to social media sites. Medications and veterinary expenses are covered as necessary. This program also includes expenses associated with overhead costs. It costs the organization an estimated \$2,397 to support a puppy during this stage of the training process.”

101. In fact, many of the puppy raisers recruited by SDWR:

- a. Received little to no dog food (or funds to pay for the same) from SDWR;
- b. Had difficulty obtaining medical treatments for the dogs or funds for treatments received; and
- c. Were not provided with supplemental training for their dogs, or were expected to travel great distances to receive that training at SDWR’s farm in Madison County.

102. Moreover, though puppy raisers were expected to maintain detailed records of their dogs’ behavior and regular communication with SDWR, many puppy raisers received little to no feedback or assistance from SDWR in response.

103. Indeed, puppy raisers often did not hear from SDWR for months or even years, until SDWR contacted them to retrieve the dog for placement with a consumer.

104. Upon information and belief, SDWR also placed “puppy raiser” dogs with significant behavioral or health issues (as documented by the puppy raisers) without any additional training or without informing the consumers.

Training with SDWR

105. SDWR represented that, after the service dog is brought to the home of the consumer or their family, the individual or family will continue their “training protocol” over the next eighteen months to two years.

106. After an initial multiple-day visit with a trainer, the service dog would be left with the consumer, who would be instructed to maintain a weekly log of the dog’s alert patterns and successes/failures.

107. Consumers experienced many problems during this initial multiple-day visit: the training period was shorter than promised; trainers accepted calls or responded to emails for significant periods of time during this training; or trainers brought other dogs with them to the home that served as a distraction to the consumer or the service dog.

108. Trainers with SDWR were then supposed to return to the home approximately every 90 days to continue the ongoing “training protocol.”

109. SDWR and Warren represented that consumers with service dogs would have regular access to trainers via phone, e-mail, and text message, and could expect “weekly contact with a trainer” and continued support.

110. In practice, consumers would go months beyond the 90-day time frame without a training visit.

111. Moreover, when trainers did come to a consumer's home for a scheduled visit, a significant amount of time was spent on ongoing obedience issues (e.g., leash training, behavior in public) rather than updating or refining the specifically tailored medical disability training.

112. Consumers also routinely could not get a response from their trainers, including by e-mail, phone, or message, when they had an issue with their service dogs.

113. Though consumers were encouraged to request weekly contact with a trainer if they had ongoing concerns, trainers for SDWR would regularly fail to respond to those requests.

114. As a result, consumers were left to fend for themselves and attempt to resolve the problems with the service dogs on their own or by expending more funds hiring outside trainers, rather than with the "continued support" of SDWR.

Health Representations and Warranties

115. SDWR, in its contracts, made the following representations about the health and medical condition of its service dogs:

- a. "[D]og is current on all vaccinations;"
- b. "[D]og has been bred from temperamentally sound parents;"
- c. "[D]og has been examined by a veterinarian and a board certified veterinarian and a board certified veterinary ophthalmologist;"
- d. "[S]tool checks have been done on at least one occasion and Service dog has been treated if parasites were present. SDWR will advise Client of any continuing treatment that may be recommended;" and
- e. "[D]og has been evaluated by the organization....and has been determined by the organization to be structurally and temperamentally to be suited to be a service dog."

116. Despite these representations, consumers have received dogs that were not vaccinated for rabies (which is required at four months in the Commonwealth of Virginia and required to be current for interstate travel).

117. Consumers have also received dogs that have not received any or all vaccinations or, in the alternative, had vaccinations administered by SDWR staff or employees.

118. Consumers have received dogs with active parasite infections and were not advised of recommended continuing treatment.

119. Consumers have also received dogs for which SDWR produced no records or documentation of veterinary visits or regular veterinary care.

120. Upon information and belief, consumers have received dogs that have not been examined by a board-certified veterinary ophthalmologist.

121. Upon information and belief, consumers have received dogs that have not had recent or regular veterinary visits.

122. As referenced previously, consumers have also received dogs that were not structurally or temperamentally suited to be a service dog.

Lifetime Performance Guarantee

123. SDWR stated that its service dogs have a “Lifetime Performance Guarantee,” so that individuals considering obtaining a service dog through SDWR could “have a peace of mind knowing that SDWR stands behind their training standards.”

124. Warren also represented to consumers that SDWR’s service dogs were “guaranteed” or “100% guaranteed.”

125. However, SDWR had an extensive list of requirements that must be met before a consumer can invoke the “performance guarantee.”

126. First and foremost, a consumer must have reached “full completion of the SDWR training program.”

127. As such, a consumer could not invoke the guarantee until they have had the dog for eighteen months to two years.

128. Additionally, other conditions that must be met for the performance guarantee to be applicable have included:

- a. “Allow training visitations to occur as scheduled with the organization”;
- b. “No actions contrary to the SDWR organization and staff members”;
- c. “Comply completely with [SDWR’s] terms as outlined in [SDWR’s] contract”;
- d. “Do not allow your pledge agreement to become delinquent”;⁵
- e. “Submit alert logs weekly during your training period”;
- f. “Continuously communicate on a weekly basis during the training period with our training staff”;
- g. “Do not miss more than one consecutive training visit”;
- h. “Weekly check-ins through our website are required”; and
- i. “Allow SDWR full access to all veterinarian records.”

129. The practical effect of these onerous terms—including those that had no bearing on whether the service dog’s training was effective—is that consumers were prevented from invoking the performance guarantee when their service dogs did not live up to expectations.

Paying For/Fundraising For a Service Dog

130. Over the years, SDWR charged consumers anywhere from \$18,000 to \$30,000 for

⁵ As explained further below, the “pledge agreement” was the contract for payment for a DAD. On at least one occasion, SDWR failed to send a trainer to a consumer because of a failure to keep their payments current. This term was eventually removed from the guarantee because all service dogs were required to be paid for in full before delivery.

its service dogs.

131. Representatives of SDWR, including Defendant Warren, have told consumers that they could fundraise the entire amount of the “cost” of their dog, and SDWR would help them in that effort.

132. Specifically, SDWR’s website and welcome materials have used the following or similar language regarding fundraising:

- a. “Service Dogs by Warren Retrievers, Inc. helps families find local resources to help offset the costs associated with the purchase and training of a service dog.”
- b. “SDWR will assist you with fundraising ideas. . . . These ideas will usually bring in much, if not all of the money needed to fulfill your fundraising requirement.”
- c. “SDWR will NOT quit working with you as long as you are making the efforts needed.”
- d. “No family should ever have to pay to receive a service dog. While it’s financially daunting to do our work, our motto is that families enroll as volunteer ambassadors.”

133. Consumers have been required to set up either their own website or webpage within the SDWR system; and encouraged to raise the funds through charitable contributions from corporate sponsors, employers, churches, and friends.

134. SDWR told consumers to share their story with donors because “it is helpful to know a little about why you are getting a service dog . . . and to put a face to the donation.”

135. The purchase price of the SDWR service dog has been explained to families as an

amount they may easily fundraise.

136. In fact, consumers had difficulty raising the funds, and did not receive the promised support from SDWR.

137. Moreover, Warren represented to consumers that they would have multiple years to pay the funds for the service dog.

138. Specifically, consumers were told they would have two or three years to raise the funds and, as long as they were making an effort to fundraise, that would be sufficient for SDWR.

139. Many consumers did not learn they would be required to pay for the dogs themselves if they could not raise the funds until they were presented with the “Puppy Purchase and Training Agreement” and the “Installment Payment Plan.”

140. Previously, the consumers would not even be told about the existence of a written contract until after their service dog had been delivered and spent several days in their home with their family.

141. At that point, trainers would tell these consumers that, unless they signed the contract, the service dog would not be able to stay.

142. This practice of failing to disclose the existence of a written contract was intentional, because the consumers would feel obligated to sign the contract after they or their family members would become attached to the service dog.

143. These agreements required quarterly, monthly, or annual payments—which, if missed, could result in interest being charged, or eventually seizure of the service dog.

144. SDWR and Warren filed lawsuits against several consumers who did not remain current with their regular payments—even if the two or three years had not elapsed.

145. In 2015, SDWR began requiring that consumers pay the entire \$25,000 “pledge” balance up front before becoming eligible to receive a service dog.

146. Over the years, SDWR has also administered “grant” programs and/or contests and awarded grants to families in their fundraising efforts to receive a service dog from SDWR.

147. Upon information and belief, SDWR did not have a formal review process for receiving and reviewing these “grant” applications.

148. Successful “grant” applicants were often notified of the award within 24-48 hours of submission of their “grant” application.

149. Upon information and belief, SDWR awarded many of these grants based on the applicant’s abilities to quickly complete their fundraising obligations and to support the organization with future additional fundraising.

150. SDWR required families who have received grants from SDWR to “become ambassadors for SDWR to raise \$5,000 annually for a period of five years and help us raise awareness education and advocacy for the organization in a positive manner.” They also “help raise funds for the organization on an annual basis . . . to help pay it forward.”

151. SDWR also solicited and/or accepted additional funds from families and their donors to fund so-called “Hope Chests.”

152. SDWR represented that these “Hope Chests” would build funds for their next service dog in the event their current service dog retired or died.

153. Upon information and belief, these funds were never maintained in separate accounts or ledgers for the benefit of these families.

154. SDWR has maintained a strict “no refunds” policy on all donations made to the organization, including those made by “pledge in full,” non-fundraising consumers.

155. Representatives of SDWR, including Defendant Warren, have told consumers that SDWR actually cannot give refunds, because SDWR is a non-profit, and non-profits cannot give refunds without jeopardizing their non-profit status.⁶

Costs Associated with a Service Dog

156. In his initial conversations with consumers, Warren represented that the “pledge” for the cost of the dog would include all of the services and costs associated with the service dog.

157. In the SDWR Welcome Packet, it specifically listed that the “pledge” covers, among other items, “veterinary visits”; “all travel expenses associated with our staff delivering and the continued training you will receive over the next 2 years”; and the “Microchip program.”⁷

158. The contract the consumers later received stated that the consumers (not SDWR) would be responsible for vet costs and the microchip program, and that staff travel expenses would only be covered up to a certain amount (initially \$2,500, later revised to \$8,000).

Relationship to JDRF

159. JDRF (formerly the Juvenile Diabetes Research Foundation) is a charitable organization dedicated to funding type 1 diabetes research, informing the public about all aspects of type 1 diabetes, and advocating for more research funding from the federal government.

160. Defendant Warren was familiar with JDRF, as he and other representatives of SDWR would attend JDRF chapter meetings and events (such as walk-a-thons) to promote SDWR’s dogs.

161. In the course of initial conversations with consumers, Defendant Warren stated or

⁶ The Commonwealth maintains that, notwithstanding SDWR’s tax-exempt status, any money paid to SDWR in connection with the placement of a specific service dog is not a charitable donation and can be returned.

⁷ The microchip program involves implanting a microchip beneath the skin of the DAD, and then registering that chip with the owner’s information.

implied that SDWR was working with JDRF, in partnership with JDRF, or endorsed by JDRF.

162. In fact, JDRF did not endorse SDWR, and had never partnered with or worked with the organization.

163. In addition, representatives of SDWR, including Defendant Warren, told consumers that their DADs were “recently recognized by JDRF” in their quarterly newsletter.

164. In 2012, a representative of SDWR reached out to staff at JDRF to provide information about SDWR for inclusion in the quarterly outreach newsletter.

165. Upon information and belief, JDRF did not have any criteria for inclusion in their quarterly outreach newsletter, and no staff or volunteers at JDRF did any independent research into SDWR or its DAD program, nor did they make any substantive modifications to SDWR’s content before it was published in the newsletter.

166. After the newsletter containing this information was released, SDWR began displaying the JDRF logo on their website alongside a link to the newsletter.

167. SDWR did not have the written consent of JDRF to use its logo or imply its approval or endorsement of SDWR or its DAD program.

168. In addition to the logo, SDWR’s site stated that JDRF “featured” the program in its newsletter.

169. Upon information and belief, JDRF sent a cease and desist letter to the organization to remove JDRF’s logo from SDWR’s website.

Warren’s Military Service

170. During their initial conversations with Defendant Warren, several consumers were told that Warren had served in the United States military.

171. Specifically, Warren stated to consumers that:

- a. He had served in the United States Marine Corps;
- b. He had trained dogs for the military; or
- c. He received a medical discharge because of a diabetes diagnosis.

172. Warren further told consumers that during his time in the military he noticed that his dogs would alert him to his highs and lows of his blood sugar, and decided that he had found his calling to help others like him and to use dogs to alert to diabetic sugar changes.

173. In addition, SDWR's website contained the following statement in a biography of Warren:

After serving our country as a Marine where he worked and trained dogs, he was diagnosed with type 1 diabetes. It is through his own diagnoses that he decided to train retrievers to give back a quality of life for people with invisible disabilities.

174. Defendant Warren has never served in the United States Marine Corps or any other branch of the military.

The Fallen Officer Puppy Program

175. In 2016, SDWR began advertising a fundraising program on its website called the "Fallen Officer Puppy Program," or "FOPP."

176. The stated purpose of this program was "to pay tribute to the officers who have given the ultimate sacrifice, who paid the ultimate price in service to the community."

177. In exchange for naming an SDWR dog after a fallen officer, SDWR took donations "to sponsor a service dog as an FOPP puppy."

178. Its website maintained that all FOPP donations were "used to care for and raise our puppies into service dogs. Donations cover items like food, kenneling costs, vaccinations, service dog vests and training."

179. Upon information and belief, donations collected for the FOPP were never

maintained in separate accounts for the benefit of service dog care and raising.

180. In addition, in approximately 2018, SDWR began displaying images of several Virginia police departments (including personnel and vehicles) on their FOPP webpage and in their FOPP promotional materials.

181. These photos included stock or public images of the Chesterfield County Police Department and the Virginia State Police, as well as images of the Town of Culpeper and Fairfax County Police Departments' personnel posing with SDWR puppies.

182. In the case of the stock or public images, SDWR was not authorized by either the Chesterfield County Police Department or the Virginia State Police to use these images in connection with the FOPP.

183. Moreover, though the officers of the Culpeper and Fairfax County Police Departments had taken photos with the SDWR dogs, SDWR was not authorized by either department to use these images in connection with the FOPP.

184. SDWR was advised by some, if not all, of these departments that its use of the photos was unauthorized and that the departments did not support or endorse the FOPP.

185. Nevertheless, SDWR continued to display these images on its FOPP page until the entire website was taken down in 2020.

Registration as a Charitable Organization

186. SDWR held itself out as a corporation organized or operated for a charitable purpose, namely, to provide educational training related to service dogs.

187. SDWR solicited or obtained contributions solicited from the public in support of this purpose.

188. SDWR solicited contributions in furtherance of its stated purpose in the

Commonwealth of Virginia.

189. On or about April 6, 2011, SDWR filed its initial Registration Statement for a Charitable Organization with the Virginia Department of Agriculture and Consumer Services (“VDACS”).

190. SDWR has operated as a charitable organization and solicited donations from the public on its behalf continuously since at least April 2011.

191. SDWR has filed five subsequent annual Registration Statements with VDACS; every registration has been filed late, despite extended expiration deadlines.

192. In addition, on April 21, 2015, SDWR communicated to VDACS through a third-party registration company that its renewal registration would be delayed and, as such, SDWR had “ceased soliciting in VA until they are able to file the renewal registration.”

193. SDWR did not cease soliciting in Virginia in 2015 or at any point subsequent to its initial registration in 2011.

194. SDWR was not duly registered with VDACS (or subject to an extended expiration date on its renewal registration) during the following periods:

- a. November 13, 2013 to January 31, 2014;
- b. November 15, 2014 to January 11, 2016;
- c. November 15, 2017 to December 14, 2017; and
- d. November 15, 2019 to November 15, 2020.

Recent History of SDWR

195. In approximately 2019, SDWR began to experience additional organizational and logistical dysfunction.

196. Though SDWR had never employed a large enough number of traveling trainers

to meet its training promises, in 2019 its training staff was reduced even further.

197. As a result, consumers that had been promised training visits every 90 days (an obligation that SDWR was already failing to meet), sometimes went six months longer or more without receiving a training visit, or did not receive any additional training visits.

198. SDWR had many dogs living with puppy raisers that were “ready” for placement with a consumer or family, but it lacked the available staff to conduct the initial drop-off and training support necessary to place them.

199. These dogs were then approximately three or even four years old before they were placed with a consumer or family.

200. Upon information or belief, SDWR misled consumers about the age of these dogs, leading consumers to believe they were much younger.

201. To further conserve resources, SDWR “re-homed” service dogs that had demonstrated training or behavioral problems with a new consumer or family, and did not communicate the dog’s past difficulties (or even reveal that the dog had previously been placed).

202. In late 2019, SDWR began to liquidate its assets and sell off some of its personal property and training materials.

203. In early 2020, SDWR ceased all in-home training visits for consumers with SDWR service dogs.

204. Though SDWR attributed this lack of training to the global pandemic conditions, SDWR did not make any alternate arrangements for consumers to receive training (such as virtual sessions).

205. In April 2020, SDWR held massive “pick-up events” at Prince Michel Winery in Madison, Virginia.

206. Consumers or families that had paid in full for their service dogs were directed by SDWR that, if they wanted to receive their service dog, they needed to travel to Madison to retrieve the dog themselves.

207. No training of these dogs was conducted on site with the consumers, and no follow-up training occurred.

208. Indeed, a number of the dogs “placed” at the winery event were in poor physical condition: matted fur, malodorous, poor dental hygiene.

209. Upon information and belief, a number of these dogs had never been placed with puppy raisers and lacked basic training, socialization, and housebreaking.

210. In addition, as with other dogs placed during this period, the dogs were significantly older than had been promised or represented.

211. Many dogs that were not retrieved at this event were sold or placed with rescues, even though many consumers remained who had paid in full for their service dogs but had not received them.

212. On May 29, 2020, SDWR filed for Chapter 7 bankruptcy relief in the United States Bankruptcy Court for the Western District of Virginia.

Defendant Warren’s Relationship with and Control of SDWR

213. Since its incorporation in 2010, Defendant Warren served as a Director on SDWR’s board of directors.

214. According to the organization’s bylaws, Warren could only be removed from the board of directors by unanimous vote of all other Directors “on the basis of a material and intentional breach of fiduciary duty or willful wrongful action.”

215. Warren also is the President of SDWR, as well as its Chief Executive Officer and

Chief Financial Officer.

216. SDWR's bylaws state that Warren "shall be entitled to be the President" of SDWR in perpetuity, and can only be removed by unanimous vote of all of the Directors, pursuant to the bylaws, "on the basis of a material and intentional breach of fiduciary duty or willful wrongful action."

217. Warren had, among his corporate duties, responsibility for the day-to-day operations of SDWR.

218. Warren, as President, was authorized to enter into contracts, leases, or other binding agreements on behalf of SDWR or in the name of SDWR, and he has done so on multiple occasions.

219. Warren also presented himself as the "founder" of Service Dogs, and is the public face of the corporation, which also bears his surname.

220. Warren spoke directly to consumers, donors, and the media regarding SDWR and its service dog program.

221. Warren drafted, revised, reviewed, or approved form documents and agreements sent to consumers who obtained service dogs or sought to obtain service dogs from SDWR, including but not limited to welcome letters, contracts, fundraising guidelines, FAQs, or other agreements.

222. Specifically, Warren drafted and approved the original service dog contracts signed by consumers.

223. Warren drafted, revised, reviewed, or approved content for the general public regarding SDWR or its service dog program, including but not limited to SDWR website content, blog or social media postings, and information on third party sites, such as

donordrive.com.

224. Warren drafted, revised, reviewed, or approved SDWR's initial and annual registration filing with the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs.

225. In addition, Warren communicated directly with consumers, donors or potential donors, and the general public regarding SDWR or its service dog program.

226. Finally, in consultation with counsel, Warren prepared and signed, on behalf of the corporation, SDWR's Voluntary Petition and Schedules in its Chapter 7 bankruptcy.

CAUSES OF ACTION

Count I: Virginia Consumer Protection Act

227. The Commonwealth re-alleges and incorporates by reference the matters set forth in paragraphs 1 through 226 of this Complaint.

228. Pursuant to Virginia Code § 59.1-197, the VCPA is to be applied as remedial legislation to promote fair and ethical standards of dealings between suppliers and the consuming public.

229. During all relevant times, Defendant SDWR is or was a "supplier" of "goods" or "services" in connection with "consumer transactions" as those terms are defined in § 59.1-198 of the VCPA.

230. In connection with consumer transactions, the VCPA prohibits suppliers from:

- a. Misrepresenting the source, sponsorship, approval, or certification of goods or services, pursuant to Virginia Code § 59.1-200(A)(2);
- b. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another, pursuant to Virginia Code § 59.1-

200(A)(3);

- c. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits, pursuant to Virginia Code § 59.1-200(A)(5);
- d. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model, pursuant to Virginia Code § 59.1-200(A)(6);
- e. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction, pursuant to Virginia Code § 59.1-200(A)(14).

231. SDWR violated the VCPA through the acts and practices described in this Complaint, including but not limited to:

- a. Misrepresenting the skills or abilities of DADs sold by SDWR, including but not limited to: their ability to detect blood glucose levels (a) to the parts per trillion; (b) from long distances, or overnight; (c) 20 to 45 minutes faster than a blood meter or an implanted glucose monitoring system, in violation of Virginia Code § 59.1-200(A)(5), (6) and (14);
- b. Misrepresenting the efficacy of DADs sold by SDWR, including but not limited to representations that its DADs were 100 percent effective, or scientifically proven to be accurate, in violation of Virginia Code § 59.1-200(A)(6) and (14);
- c. Misrepresenting the skills or abilities of autism service dogs sold by SDWR, including but not limited to their ability to: (a) prevent elopement, or act as a stationary ballast in case of elopement; (b) find a lost child; (c) redirect from self-harm; (d) improve sleep patterns; (e) help with Sensory Processing

Disorder; or (f) improve reading skill sets, in violation of Virginia Code § 59.1-200(A)(5), (6) and (14);

- d. Misrepresenting the skills or abilities of seizure response service dogs sold by SDWR, including but not limited to their ability to (a) help “their person” rise after a seizure; (b) dial 911 on a K9 phone if “their person” remains unresponsive; (c) assist “their person” with mobility issues; or (d) summon assistance, in violation of Virginia Code § 59.1-200(A)(5), (6) and (14);
- e. Misrepresenting the skills or abilities of PTSD response service dogs sold by SDWR, including but not limited to their ability to: (a) provide relief from emotional overload; (b) retrieve items, including medication and drinks; (c) respond to loud noises, such as alarms, doorbells, or smoke detectors; (d) help with memory issues, including disorientation, directional challenges, and keeping track of time; or (e) light up or “clear” a dark room, in violation of Virginia Code § 59.1-200(A)(5), (6) and (14);
- f. Misrepresenting the testing performed on, and the training provided to, service dogs sold by SDWR, prior to their placement with consumers, in violation of Virginia Code § 59.1-200(A)(5), (6), and (14);
- g. Misrepresenting the training and assistance that would be provided by SDWR trainers after placement of a service dog with a consumer, in violation of Virginia Code § 59.1-200(A)(14);
- h. Misrepresenting the health, physical condition, or medical history of service dogs sold by SDWR, including that they: (a) were current on all vaccinations; (b) had been examined by a board-certified veterinarian and a board-certified

- veterinary ophthalmologist; or (c) had received regular stool checks for parasites, in violation of Virginia Code § 59.1-200(A)(5), (6) and (14);
- i. Misrepresenting the age, temperamental or behavioral history, or prior placements of service dogs sold by SDWR, in violation of Virginia Code § 59.1-200(A)(5), (6) and (14);
 - j. Misrepresenting how consumers could pay for a service dog, and how long they would have to pay the balance due pursuant to a contract with SDWR, in violation of Virginia Code § 59.1-200(A)(14);
 - k. Misrepresenting what goods or services would be included in the cost of a service dog, in violation of Virginia Code § 59.1-200(A)(5) and (14);
 - l. Misrepresenting the terms and conditions under which a service dog was provided, including but not limited to: (a) the existence of the written contract, and the terms contained therein; and (b) the limitations to or terms governing the performance guarantee, in violation of Virginia Code § 59.1-200(A)(14);
 - m. Misrepresenting that consumers were not entitled to refunds because SDWR is a non-profit organization and therefore cannot or does not give refunds, in violation of Virginia Code § 59.1-200(A)(14);
 - n. Misrepresenting Warren's military service and background in connection with SDWR and its service dog program, in violation of Virginia Code § 59.1-200(A)(3) and (14); and
 - o. Misrepresenting that JDRF endorsed, sponsored, or approved of SDWR or its service dog program, or was affiliated with or connected to SDWR, in violation of Virginia Code § 59.1-200(A)(2), (3) and (14).

232. SDWR willfully engaged in the acts and practices described in this Amended Complaint in violation of the VCPA.

233. Individual consumers have suffered losses as a result of the aforesaid violations of the VCPA by SDWR.

Count II: Virginia Solicitation of Contributions Law

234. The Commonwealth re-alleges and incorporates by reference the matters set forth in paragraphs 1 through 233 of this Complaint.

235. During all relevant times, Defendant SDWR is or was a “charitable organization” engaged in the “solicitation” of “contributions” as those terms are defined in § 57-48 of the VSOC law.

236. The VSOC law prohibits, among other things:

- a. In connection with the solicitation of contributions or the sale of tangible personal property or services for charitable purposes, representing or leading anyone by any manner, means, practice or device whatsoever to believe, that any other person sponsors or endorses such solicitation of contributions, sale of tangible personal property or services for charitable purposes, or approves of such charitable purposes or a charitable organization connected therewith, when such other person has not given written consent to the use of his name for these purposes, pursuant to Virginia Code § 57-57(C);
- b. A charitable organization soliciting in this Commonwealth without being duly registered or granted the appropriate exempt status, pursuant to Virginia Code § 57-57(K);
- c. In any solicitation or collection of contributions for a charitable purpose,

employing any device, scheme or artifice to defraud or obtain money or property by any misrepresentation or misleading statement, pursuant to Virginia Code § 57-57(L).

237. SDWR violated the VSOC law through the acts and practices described in this Complaint, including but not limited to:

a. Employing a device, scheme or artifice to obtain money or property by misrepresentation or misleading statement, in violation of Virginia Code § 57-57(L), by:

i. Misrepresenting the skills or abilities of DADs sold by SDWR, including but not limited to: their ability to detect blood glucose levels (a) to the parts per trillion; (b) from long distances, or overnight; (c) 20 to 45 minutes faster than a blood meter or an implanted glucose monitoring system;

ii. Misrepresenting the skills or abilities of autism service dogs sold by SDWR, including but not limited to their ability to: (a) prevent elopement, or act as a stationary ballast in case of elopement; (b) find a lost child; (c) redirect from self-harm; (d) improve sleep patterns; (e) help with Sensory Processing Disorder; and (f) improve reading skill sets;

iii. Misrepresenting the skills or abilities of seizure response service dogs sold by SDWR, including but not limited to their ability to: (a) help “their person” rise after a seizure; (b) dial 911 on a K9 phone if “their person” remains unresponsive; assist “their person” with mobility issues; and (d) summon assistance.

iv. Misrepresenting the skills or abilities of PTSD response service

dogs sold by SDWR, including but not limited to their ability to: (a) help with medication reminders and other memory issues; (b) retrieve items such as drinks or medication; (c) respond to sounds such as doorbells, smoke alarms or other noises (d) provide relief from emotional overload; and (e) act as a buffer against apathy, low mental energy and unwanted attention in public places.

v. Misrepresenting the efficacy of DADs sold by SDWR, including but not limited to representations that its DADs were 100 percent effective, or scientifically proven to be accurate;

vi. Misrepresenting the testing performed on, and the training provided to, service dogs sold by SDWR, prior to their placement with consumers;

vii. Misrepresenting the training and assistance that would be provided by SDWR trainers after placement of a service dog with a consumer;

viii. Misrepresenting the health, physical condition, or medical history of service dogs sold by SDWR, including that they: (a) were current on all vaccinations; (b) had been examined by a board-certified veterinarian and a board-certified veterinary ophthalmologist; and (c) had received regular stool checks for parasites;

ix. Misrepresenting the age, temperamental or behavioral history, or prior placements of service dogs sold by SDWR;

x. Misrepresenting how consumers could pay for a service dog, and how long they would have to pay the balance due pursuant to a contract with SDWR;

xi. Misrepresenting what goods or services would be included in the cost of a service dog;

xii. Misrepresenting the terms and conditions under which a service dog was provided, including but not limited to: (a) the existence of the written contract, and the terms contained therein; and (b) the limitations to or terms governing the performance guarantee;

xiii. Misrepresenting that consumers were not entitled to refunds because SDWR is a non-profit organization and therefore cannot or does not give refunds;

xiv. Misrepresenting details of the puppy raiser program, including that SDWR would provide dog food; pay for medications and veterinary expenses; conduct monthly or regular training for puppy raisers; and would incur an estimated \$2,397 in costs to support a puppy placed with a raiser;

xv. Misrepresenting Warren's military service and background in connection with SDWR and its service dog program;

xvi. Misrepresenting that JDRF endorsed, sponsored, or approved of SDWR or its DAD program, or was affiliated with or connected to SDWR;

xvii. Misrepresenting that the Virginia State Police Department, Chesterfield County Police Department, Town of Culpeper Police Department, or the Fairfax County Police Department, endorsed, sponsored, or approved of SDWR or its FOPP fundraising campaign;

b. Representing or leading others to believe that SDWR was endorsed or sponsored in its solicitation of contributions, and/or sale of tangible property

for charitable purposes, without any prior written consent, by:

- i. JDRE, in connection with its DAD service dog program; and
- ii. The Virginia State Police Department, the Chesterfield County Police Department, the Town of Culpeper Police Department, or the Fairfax County Police Department, in connection with its FOPP fundraising campaign,

in violation of Virginia Code § 57-57(C); and
- c. Soliciting contributions in the Commonwealth without being duly registered, in violation of Virginia Code § 57-57(K).

Count III: Individual Liability/Active Participation

238. The Commonwealth re-alleges and incorporates by reference the matters set forth in paragraphs 1 through 237 of this Amended Complaint.

239. A corporation can act only through its officers and agents, and where the business itself involves a violation of the law, all who participate in it are liable.

240. During all relevant times, Warren, individually or together with others, directed, controlled, approved, or participated in the acts and practices of SDWR, including those acts and practices that are the subject of this Amended Complaint.

241. By virtue of his active participation in the wrongful acts of SDWR, Warren should be held personally liable for all violations of the VCPA and the VSOC law committed by or through SDWR.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, the Commonwealth of Virginia, prays that this Court:

- A. Permanently enjoin SDWR and Warren, as well as all other officers, directors,

employees, agents, successors, and assigns of SDWR from violating § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-203;

B. Grant judgment against SDWR and Warren, jointly and severally, and award to the Commonwealth all sums necessary to restore to any consumers the money or property acquired from them by the Defendants in connection with violations of § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-205;

C. Enter any additional orders or decrees as may be necessary to restore to any consumers the money or property acquired from them by SDWR and Warren in connection with violations of § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-205;

D. Grant judgment against SDWR and Warren, jointly and severally, and award to the Commonwealth civil penalties of up to \$2,500.00 per violation for each willful violation of § 59.1-200 of the VCPA pursuant to Virginia Code § 59.1-206(A), the exact number of violations to be proven at trial;

E. Grant judgment against SDWR and Warren, jointly and severally, and award to the Commonwealth its costs, reasonable expenses incurred in investigating and preparing the case up to \$1,000.00 per violation of § 59.1-200 of the VCPA, and attorney's fees pursuant to Virginia Code § 59.1-206(C);

F. Permanently enjoin SDWR and Warren, as well as all other officers, directors, employees, agents, successors, and assigns of SDWR from violating the VSOC law pursuant to Virginia Code § 57-59(D);

G. Grant judgment against SDWR and Warren, jointly and severally, and award to the Commonwealth civil penalties of up to \$5,000.00 per violation of the VSOC law pursuant to Virginia Code § 57-59(E), the exact number of violations to be proven at trial;

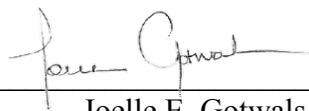
H. Grant judgment against SDWR and Warren, jointly and severally, and award to the Commonwealth its costs, reasonable expenses incurred in investigating and preparing the case up to \$250.00 per violation of the VSOC law, and attorney's fees, pursuant to Virginia Code § 57-59(E);

I. Order SDWR and Warren to make an accurate and verified accounting to this Court for all funds, pledges, property, and other things of value received from the solicitations described in this Amended Complaint;

J. Impose a constructive trust on all funds received by SDWR and Warren from the solicitations described in this Amended Complaint for the benefit of charitable organizations who support those purposes for which the funds were solicited; and

K. Grant such other and further relief as the Court deems equitable and proper.

**COMMONWEALTH OF VIRGINIA,
EX REL. MARK R. HERRING,
ATTORNEY GENERAL**

By: 
Joelle E. Gotwals

Mark R. Herring
Attorney General

Erin B. Ashwell
Chief Deputy Attorney General

Samuel T. Towell
Deputy Attorney General

Richard S. Schweiker, Jr.
Senior Assistant Attorney General and Chief
Consumer Protection Section

Mark S. Kubiak
Assistant Attorney General and Unit Manager
Charitable Solicitations and Deceptive Conduct Unit

Joelle E. Gotwals (VSB # 76779)
Assistant Attorney General
Office of the Attorney General of Virginia
202 North 9th Street
Richmond, Virginia 23219
Phone: (804) 786-8789
Facsimile: (804) 786-0122