

No. _____

IN THE SUPREME COURT
OF THE STATE OF NEVADA

Electronically Filed
Feb 09 2021 03:49 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

PETSMART, INC.

Petitioners,

vs.

EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF
NEVADA,
COUNTY OF CLARK

Honorable Timothy D. Williams

Respondent,

JAMES TODD and RAPHAELA TODD

Real Parties in Interest.

County of Clark, Case No. A-19-788762-C

Honorable Timothy D. Williams (702) 671-4406

**EXHIBITS IN SUPPORT OF PETITION FOR
PEREMPTORY WRIT OF MANDATE IN THE FIRST
INSTANCE, OR AN ALTERNATIVE WRIT OR OTHER
APPROPRIATE RELIEF
(VOLUME 1 of 5, EXHIBITS 1-8)**

Michael L. Amaro, Esq. (Cal Bar No. 109514) (Pro Hoc Vice)

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Attorneys for Petitioner, PETSMART, INC.

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EXHIBIT “1”



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14 *Attorney for Plaintiffs*

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES TODD, individually;
RAPHAELA TODD, individually;

Plaintiffs,


Case No.: A-19-788762-C
Dept. No.: 16

vs.

A HOME 4 SPOT ANIMAL
RESCUE, a Nevada Domestic Non-
Profit Corporation;
JANE DOES EMPLOYEE;
PETSMART, INC.;
THE ANIMAL FOUNDATION;
DOES I through X; and
ROE CORPORATIONS I through X,
Inclusive jointly and severally;

**PLAINTIFFS' FIRST
AMENDED COMPLAINT**

Defendants.

ASKEROTH
LAW GROUP


28

1 A HOME 4 SPOT ANIMAL
 2 RESCUE, a Nevada Domestic Non-
 Profit Corporation;
 3 Counter-Claimant,
 4
 5 vs.
 6 RAPHAELA TODD;
 7 Counter-Defendant.
 8 PETSMART, INC.;
 9 Cross-Claimant/Counter-
 10 Defendant,
 11 vs.
 12 A HOME 4 SPOT ANIMAL
 13 RESCUE, a Nevada Domestic Non-
 Profit Corporation;
 14
 15 Cross-Defendant/Counter-
 16 Claimant.

17 NOW COME, Plaintiffs, by and through their attorneys, ASKEROTH
 18 LAW GROUP, and for their First Amended Complaint against Defendants
 19 states, alleges and complains as follows:

20 **JURISDICTION AND VENUE**

- 21 1. Plaintiff, JAMES E. TODD (hereinafter referred to as
 22 "Plaintiff" and/or "JIM") is now, and at the time of the events complained
 23 of herein, was and is a resident of Clark County, Nevada.
- 24 2. Plaintiff, RAPHAELA TODD (hereinafter referred to as
 25 "Plaintiff" and/or "RAPHAELA") is now, and at the time of the events
 26 complained of herein, was and is a resident of Clark County, Nevada.
- 27 3. Defendant, A HOME 4 SPOT ANIMAL RESCUE is a Nevada
 28 Domestic Non-Profit Corporation which, at all times material hereto, was



1 authorized to and did conduct business in Clark County, Nevada
2 (hereinafter referred to as "A HOME 4 SPOT").

3 4. JANE DOE EMPLOYEE is an agent or employee of
4 Defendant, A HOME 4 SPOT and/or PETSMAART, whose true name and
5 identity and capacity is unknown to Plaintiff at this time. JANE DOE
6 EMPLOYEE is an individual person acting on behalf of or in concert with,
7 or at the direction of, the Defendants.

8 5. Defendant, PETSMAART, INC., is a Nevada Foreign
9 Corporation which, at all times material hereto, was authorized to and did
10 conduct business in Clark County, Nevada (hereinafter referred to as
11 "PetSmart").

12 6. Defendant, THE ANIMAL FOUNDATION, is a Nevada
13 Domestic Non-Profit Corporation which, at all times material hereto, was
14 authorized to and did conduct business in Clark County, Nevada
15 (hereinafter referred to as "ANIMAL FOUNDATION").

16 7. DOES I through X inclusive are persons and ROE
17 CORPORATIONS I through X are corporations, related subsidiary or
18 parent entities, associates, or business entities, whose true names and
19 identities and capacities are unknown to Plaintiff at this time. The DOE
20 Defendants are individual persons acting on behalf of or in concert with, or
21 at the direction of, the Defendant. The ROE Defendants are entities, groups,
22 or associations which may be responsible for the injurious activities of the
23 other Defendants. The ROE Defendants may be corporations, associations,
24 partnerships, subsidiaries, holding companies, owners, predecessor or
25 successor entities, joint venturers, parent corporations, or related business
26 entities of the Defendant. The ROE Defendants may also be limited partners
27 or general partners or some other type of related business entity, whose
28 identity is known to Plaintiff at this time, who may own or control, in whole



1 or in part, Defendant. Plaintiff alleges that each named Defendant and the
2 DOE and ROE Defendants caused, directed, allowed or set in motion the
3 injurious events set forth herein. Each named Defendant and the DOE and
4 ROE Defendants are legally responsible for the events and happenings
5 stated in this Complaint, and thus, proximately caused injury and damages
6 to Plaintiff. Plaintiff will ask leave of this Court to insert the true names and
7 capacities for such DOE and ROE Defendants when discovered to
8 substitute those true names as Defendants into these proceedings for the
9 DOE and ROE Defendants.

10 8. At all times relevant hereto, each Defendant was a related
11 subsidiary or parent entity, association, corporation, or the officer, director,
12 agent, and/or employee of all the other Defendants, and each of them were
13 at all relevant times acting within the course, scope and/or performance of
14 said agency, master/servant and/or employment relationship.

15 9. On January 13, 2018, RAPHAELA, who is and was JIM's wife,
16 adopted a dog named, "Chip" from a pet adoption event being held by the
17 A HOME FOR SPOT at PETSMAST's location on Rainbow Boulevard and
18 Lake Mead Boulevard in Las Vegas, Nevada; that upon information and
19 belief, A HOME 4 SPOT obtained "Chip" from ANIMAL FOUNDATION.

20 10. RAPHAELA explained to the JANE DOE EMPLOYEE that
21 she was seeking a dog to be a companion to her other senior dog, "Minnie,"
22 who would be gentle and sweet.

23 11. RAPHAELA saw a large dog named, "Chip" in Defendant's
24 group of dogs and inquired about his background.

25 12. JANE DOE EMPLOYEE told RAPHAELA that Chip was a
26 friendly, sweet Staffordshire Terrier/Boxer/German Shepherd mix, who
27 would be perfect as a new friend for Minnie.

28 13. RAPHAELA specifically inquired about Chip's background



1 and history of any known dangerous propensities. In response, JANE DOE
2 EMPLOYEE told RAPHAELA that Chip was involved in a "minor incident"
3 with his previous owner, who adopted Chip from A HOME 4 SPOT prior
4 to January 13, 2018.

5 14. RAPHAELA was told that after being with the previous
6 owner for about a week, Chip was provoked by an individual and in
7 response "nipped" the person, not causing any serious injury.

8 15. RAPHAELA had no reason to be concerned about this alleged
9 prior incident, as it was understandable that a dog in a new environment
10 would nip if taunted or provoked.

11 16. JANE DOE EMPLOYEE reassured RAPHAELA that Chip
12 was a gentle giant and would be a great fit as a new friend for her other
13 dog, and for her home.

14 17. Based upon the information provided, RAPHAELA decided
15 to adopt Chip.

16 18. RAPHAELA paid the required \$250 adoption fee for Chip to
17 A HOME 4 SPOT and took him into Plaintiffs' home in the late afternoon of
18 January 13, 2018.

19 19. On the evening of January 14, 2018, JIM and RAPHAELA
20 were sitting in the living room together. JIM was watching television in a
21 lounge chair, while RAPHAELA sat nearby on the couch on her laptop.
22 Chip was lying on the floor nearby. JIM got up from his lounge chair and
23 went into the kitchen. At that time, Chip got up from where he was initially
24 lying and to then lie down on the floor in front of the chair JIM had just
25 been sitting in. A few moments later, JIM returned to the living room and
26 saw Chip lying on the floor in the front of his lounge chair. Before he could
27 say anything to Chip, the dog was staring and growling at JIM, who just
28 stood there, not moving. Chip continued to growl at JIM even louder. JIM



1 called RAPHAELA so she could call Chip's name to distract him. Before
2 RAPHAELA could say Chip's name, Chip jumped up from his lying
3 position and onto JIM, biting down hard onto JIM's right forearm. Chip was
4 standing on his hind legs, mouth clamped down on JIM's forearm, while
5 shaking his head back and forth. Chip would not release. RAPHAELA
6 jumped up from the couch and forced her fingers into the sides of Chip's
7 mouth to pry them open from JIM's forearm. As a result, RAPHAELA
8 sustained puncture wounds to two fingers of her right hand.

9 20. JIM ran out of the house to get away from Chip, who kept
10 trying to attack him as RAPHAELA held onto Chip by his collar.

11 21. RAPHAELA's brother was present and able to call 911.
12 RAPHAELA was able to drag Chip into the garage where he was
13 quarantined until Animal Control arrived.

14 22. JIM was transported for emergency medical attention for the
15 multiple deep punctures and tears in his right forearm.

16 23. Animal Control arrived at Plaintiffs' home and facilitated
17 Chip's removal from the home.

18 24. After the subject incident. RAPHAELA received
19 documentation indicating that A HOME 4 SPOT was informed by Lied
20 Animal Shelter aka ANIMAL FOUNDATION in November 2017 that Chip
21 was deemed "not an adoption or foster candidate" due to his behavior
22 history; upon information and belief ANIMAL FOUNDATION also knew
23 or should have known that "Chip" was unfit for adoption, and a danger to
24 the public, and should not have transferred "Chip" to A HOME 4 SPOT
25 ANIMAL FOUNDATION for adoption.

26 25. After the subject incident, RAPHAELA made a request to
27 Clark County Animal Control to find out what information they might have
28 on Chip.



1 26. Contrary to the representations of JANE DOE EMPLOYEE,
2 the records received from Animal Control revealed that the unprovoked
3 attack on JIM was not Chip's first unprovoked attack resulting in serious
4 injuries.

5 27. Records obtained by RAPHAELA from the City of Las Vegas
6 Department of Public Safety revealed that on December 25, 2017, Chip
7 viciously attacked the 48 year-old daughter of his prior owner, without
8 provocation, and causing serious injury requiring surgery.

9 28. Immediately after this December 25, 2017 attack, Chip's prior
10 owner notified A HOME 4 SPOT regarding Chip's unprovoked attack upon
11 her daughter and explained how serious her daughter's injuries were. She
12 told them that she would not take Chip back into her home as they were
13 too afraid of him.

14 29. As a result of this December 25, 2017 attack, Chip was
15 required to be placed under quarantine for ten (10) days.

16 30. A HOME 4 SPOT re-took possession of Chip on January 4,
17 2018 after his quarantine was over.

18 31. Defendants knew, or through the exercise of reasonable care
19 should have known, that Chip was previously deemed "not an adoption or
20 foster candidate" before RAPHAELA adopted Chip, yet failed to fully
21 disclose the same to her despite specific requests regarding Chip's
22 demeanor and prior history.

23 32. Defendants knew, or through the exercise of reasonable care
24 should have known, of Chip's history involving the vicious unprovoked
25 attack just weeks before RAPHAELA adopted Chip, yet failed to fully
26 disclose the same to her despite specific requests regarding Chip's
27 demeanor and prior history.

28 33. That as a direct and proximate result of the actions of



1 Defendants, Plaintiffs sustained bodily injury, all or some of which may be
2 permanent and disabling, and all to Plaintiffs' damage in a sum in excess of
3 \$15,000.00.

4 34. That as a direct and proximate result of the actions of
5 Defendants, Plaintiffs have been required to, and have limited occupational
6 and recreational activities, which have caused and shall continue to cause
7 Plaintiffs loss of earning capacity, lost wages, physical impairment, mental
8 anguish, and loss of enjoyment of life, in an amount to be determined by
9 the trier of fact.

10 35. That as a direct and proximate result of the action of
11 Defendants, Plaintiffs have been required to engage the services of an
12 attorney, incurring attorneys' fees and costs to bring this action.

13 **FIRST CAUSE OF ACTION**

14 **(Negligence)**

15 36. Plaintiffs reallege and incorporate herein by reference
16 Paragraphs 1-34 above as if fully restated herein.

17 37. Defendants owed a duty to Plaintiffs to exercise reasonable
18 care to protect Plaintiffs and others from the risk of harm created by Chip's
19 known vicious propensities.

20 38. In an effort to get Chip adopted yet again, for a fee of \$250.00,
21 Defendants made representations to RAPHAELA that Chip had no known
22 prior vicious propensities, failed to disclose that Chip was previously
23 deemed "not an adoption or foster candidate," and failed to disclose the true
24 unprovoked nature of Chip's vicious attack and the severity of the injuries
25 he inflicted upon the prior owner's adult daughter; further, ANIMAL
26 FOUNDATION failed to act reasonably when it permitted "Chip" to be
27 transferred to A HOME 4 SPOT for adoption when it knew or should have
28 known that "Chip" was unfit for adoption, and a danger to the public,



1 including Plaintiffs.

2 39. Defendants' failure to disclose Chip's prior vicious
3 propensities, failure to disclose that Chip was previously deemed "not an
4 adoption or foster candidate," and failure to disclose the true unprovoked
5 nature of Chip's vicious attack and the severity of the injuries he inflicted
6 upon the prior owner's adult daughter constituted a breach of Defendants'
7 duties owed to Plaintiffs.

8 40. It was reasonably foreseeable that Defendants' breach of this
9 duty would cause harm and injury to others in the community including,
10 but not limited to, Plaintiffs.

11 41. That as a direct and proximate result of the actions of
12 Defendants, JIM sustained bodily injury, all or some of which may be
13 permanent and disabling, and all to JIM's damage in a sum in excess of
14 \$15,000.

15 42. That as a direct and proximate result of the actions of
16 Defendants, JIM has been required to, and have limited occupational and
17 recreational activities, which have caused and shall continue to cause his
18 loss of earning capacity, lost wages, physical impairment, mental anguish,
19 and loss of enjoyment of life, in an amount to be determined by the trier of
20 fact.

21 43. That as a direct and proximate result of the action of
22 Defendants, Plaintiffs have been required to engage the services of an
23 attorney, incurring attorneys fees and costs to bring this action.

24 **SECOND CAUSE OF ACTION**

25 **(Negligent Infliction of Emotional Distress)**

26 44. Plaintiffs reallege and incorporate herein by reference
27 Paragraphs 1-42 above as if fully restated herein.

28 45. Defendants' negligent actions caused severe injury to JIM, as



1 described above.

2 46. RAPHAELA is, and at all relevant times was, JIM's wife.

3 47. RAPHAELA was located near the scene of the vicious attack
4 on JIM, as described above, and was required to physically intervene by
5 placing her fingers inside of Chip's mouth in an attempt to stop the attack.

6 48. RAPHAELA suffered a shock resulting from the sensory and
7 contemporaneous observance Chip's vicious attack on JIM, all resulting
8 from Defendants' negligent actions.

9 49. That as a direct and proximate result of the actions of
10 Defendants, RAPHAELA sustained mental and emotional injury and
11 suffered mental anguish and loss of enjoyment of life, in an amount to be
12 determined by the trier of fact.

13 50. That as a direct and proximate result of the action of
14 Defendants, Plaintiffs have been required to engage the services of an
15 attorney, incurring attorneys' fees and costs to bring this action.

16 **THIRD CAUSE OF ACTION**

17 **(Respondeat Superior)**

18 51. Plaintiff realleges and incorporates herein by reference
19 Paragraphs 1-49 above as if fully restated herein.

20 52. Defendant JANE DOE EMPLOYEE was an agent or employee
21 of A HOME 4 SPOT and/or PETSMART on January 13, 2018.

22 53. At all times mentioned herein, JANE DOE EMPLOYEE was
23 acting in the course and scope of her agency or employment with A HOME
24 4 SPOT and/or PETSMART.

25 54. Under the doctrine of respondeat superior, A HOME 4 SPOT
26 and/or PETSMART is/are vicariously liable for the negligent acts of
27 Defendant JANE DOE EMPLOYEE.

28 WHEREFORE. Plaintiffs. expressly reserving the right to amend this



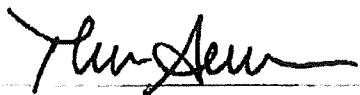
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complaint prior to or at the time of trial of this action to insert those items of damage not yet fully ascertainable, prays judgment against all Defendants, and each of them. as follows:

1. For general damages sustained by Plaintiffs in an amount in excess of \$15,000.00;
2. For special damages sustained by Plaintiffs in an amount in excess of \$15,000.00;
3. For reasonable attorney's fees and costs;
4. For interest at the statutory rate; and
5. For such other relief as the Court deems just and proper.

DATED this 30 day of September, 2019.

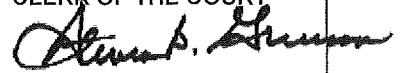
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EXHIBIT “2”



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14 PSMT0024
15 Attorneys for Defendant,
16 **PETSMART, INC.**

17 **DISTRICT COURT**
18 **CLARK COUNTY, NEVADA**

19 JAMES E. TODD, individually; RAPHAELA
20 TODD, individually,

21 Plaintiffs,

22 v.

23 A HOME 4 SPOT ANIMAL RESCUE, a
24 Nevada Domestic Non-Profit corporation;
25 JANE DOE EMPLOYEE, PETSMART, INC.,
26 DOES 1 through X; and ROE
27 CORPORATIONS 1 through X, inclusive
28 jointly and severally,

Defendants.

CASE NO. A-19-788762-C

Department No. 16

**ANSWER TO PLAINTIFFS' FIRST
AMENDED COMPLAINT**

Complaint Filed: February 4, 2019
Trial Date: January 4, 2021 (stack)

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:

COMES NOW Defendant, PETSMART, INC., and answers Plaintiff's First Amended
Complaint as follows:

1. Answering paragraph 1 of Plaintiffs' Complaint, this answering Defendant does not
have sufficient knowledge or information upon which to base a belief as to the truth of the
allegations therein, and upon said ground denies each and every allegation contained therein.

2. Answering paragraph 2 of Plaintiffs' Complaint, this answering Defendant does not

AMARO | BALDWIN LLP

1 have sufficient knowledge or information upon which to base a belief as to the truth of the
2 allegations therein, and upon said ground denies each and every allegation contained therein.

3 3. Answering paragraph 3 of Plaintiffs' Complaint, this answering Defendant does not
4 have sufficient knowledge or information upon which to base a belief as to the truth of the
5 allegations therein, and upon said ground denies each and every allegation contained therein.

6 4. Answering paragraph 4 of Plaintiffs' Complaint, this answering Defendant does not
7 have sufficient knowledge or information upon which to base a belief as to the truth of the
8 allegations therein, and upon said ground denies each and every allegation contained therein.

9 5. Answering paragraph 5 of Plaintiffs' Complaint, this answering Defendant admits the
10 same.

11 6. Answering paragraph 6 of Plaintiffs' Complaint, this answering Defendant does not
12 have sufficient knowledge or information upon which to base a belief as to the truth of the
13 allegations therein, and upon said ground denies each and every allegation contained therein.

14 7. Answering paragraph 7 of Plaintiffs' Complaint, this answering Defendant does not
15 have sufficient knowledge or information upon which to base a belief as to the truth of the
16 allegations therein, and upon said ground denies each and every allegation contained therein.

17 8. Answering paragraph 8 of Plaintiffs' Complaint, this answering Defendant does not
18 have sufficient knowledge or information upon which to base a belief as to the truth of the
19 allegations therein, and upon said ground denies each and every allegation contained therein.

20 9. Answering paragraph 9 of Plaintiffs' Complaint, this answering Defendant does not
21 have sufficient knowledge or information upon which to base a belief as to the truth of the
22 allegations therein, and upon said ground denies each and every allegation contained therein.

23 10. Answering paragraph 10 of Plaintiffs' Complaint, this answering Defendant does not
24 have sufficient knowledge or information upon which to base a belief as to the truth of the
25 allegations therein, and upon said ground denies each and every allegation contained therein.

26 11. Answering paragraph 11 of Plaintiffs' Complaint, this answering Defendant does not
27 have sufficient knowledge or information upon which to base a belief as to the truth of the
28 allegations therein, and upon said ground denies each and every allegation contained therein.

1 12. Answering paragraph 12 of Plaintiffs' Complaint, this answering Defendant does not
2 have sufficient knowledge or information upon which to base a belief as to the truth of the
3 allegations therein, and upon said ground denies each and every allegation contained therein.

4 13. Answering paragraph 13 of Plaintiffs' Complaint, this answering Defendant does not
5 have sufficient knowledge or information upon which to base a belief as to the truth of the
6 allegations therein, and upon said ground denies each and every allegation contained therein.

7 14. Answering paragraph 14 of Plaintiffs' Complaint, this answering Defendant does not
8 have sufficient knowledge or information upon which to base a belief as to the truth of the
9 allegations therein, and upon said ground denies each and every allegation contained therein.

10 15. Answering paragraph 15 of Plaintiffs' Complaint, this answering Defendant does not
11 have sufficient knowledge or information upon which to base a belief as to the truth of the
12 allegations therein, and upon said ground denies each and every allegation contained therein.

13 16. Answering paragraph 16 of Plaintiffs' Complaint, this answering Defendant does not
14 have sufficient knowledge or information upon which to base a belief as to the truth of the
15 allegations therein, and upon said ground denies each and every allegation contained therein.

16 17. Answering paragraph 17 of Plaintiffs' Complaint, this answering Defendant does not
17 have sufficient knowledge or information upon which to base a belief as to the truth of the
18 allegations therein, and upon said ground denies each and every allegation contained therein.

19 18. Answering paragraph 18 of Plaintiffs' Complaint, this answering Defendant does not
20 have sufficient knowledge or information upon which to base a belief as to the truth of the
21 allegations therein, and upon said ground denies each and every allegation contained therein.

22 19. Answering paragraph 19 of Plaintiffs' Complaint, this answering Defendant does not
23 have sufficient knowledge or information upon which to base a belief as to the truth of the
24 allegations therein, and upon said ground denies each and every allegation contained therein.

25 20. Answering paragraph 20 of Plaintiffs' Complaint, this answering Defendant does not
26 have sufficient knowledge or information upon which to base a belief as to the truth of the
27 allegations therein, and upon said ground denies each and every allegation contained therein.

28 21. Answering paragraph 21 of Plaintiffs' Complaint, this answering Defendant does not

1 have sufficient knowledge or information upon which to base a belief as to the truth of the
2 allegations therein, and upon said ground denies each and every allegation contained therein.

3 22. Answering paragraph 22 of Plaintiffs' Complaint, this answering Defendant does not
4 have sufficient knowledge or information upon which to base a belief as to the truth of the
5 allegations therein, and upon said ground denies each and every allegation contained therein.

6 23. Answering paragraph 23 of Plaintiffs' Complaint, this answering Defendant does not
7 have sufficient knowledge or information upon which to base a belief as to the truth of the
8 allegations therein, and upon said ground denies each and every allegation contained therein.

9 24. Answering paragraph 24 of Plaintiffs' Complaint, this answering Defendant does not
10 have sufficient knowledge or information upon which to base a belief as to the truth of the
11 allegations therein, and upon said ground denies each and every allegation contained therein.

12 25. Answering paragraph 25 of Plaintiffs' Complaint, this answering Defendant does not
13 have sufficient knowledge or information upon which to base a belief as to the truth of the
14 allegations therein, and upon said ground denies each and every allegation contained therein.

15 26. Answering paragraph 26 of Plaintiffs' Complaint, this answering Defendant does not
16 have sufficient knowledge or information upon which to base a belief as to the truth of the
17 allegations therein, and upon said ground denies each and every allegation contained therein.

18 27. Answering paragraph 27 of Plaintiffs' Complaint, this answering Defendant does not
19 have sufficient knowledge or information upon which to base a belief as to the truth of the
20 allegations therein, and upon said ground denies each and every allegation contained therein.

21 28. Answering paragraph 28 of Plaintiffs' Complaint, this answering Defendant does not
22 have sufficient knowledge or information upon which to base a belief as to the truth of the
23 allegations therein, and upon said ground denies each and every allegation contained therein.

24 29. Answering paragraph 29 of Plaintiffs' Complaint, this answering Defendant does not
25 have sufficient knowledge or information upon which to base a belief as to the truth of the
26 allegations therein, and upon said ground denies each and every allegation contained therein.

27 30. Answering paragraph 30 of Plaintiffs' Complaint, this answering Defendant denies
28 any wrongdoing, and the allegations set forth therein.

1 31. Answering paragraph 31 of Plaintiffs' Complaint, this answering Defendant does not
2 have sufficient knowledge or information upon which to base a belief as to the truth of the
3 allegations therein, and upon said ground denies each and every allegation contained therein.

4 32. Answering paragraph 32 of Plaintiffs' Complaint, this answering Defendant does not
5 have sufficient knowledge or information upon which to base a belief as to the truth of the
6 allegations therein, and upon said ground denies each and every allegation contained therein.

7 33. Answering paragraph 33 of Plaintiffs' Complaint, this answering Defendant does not
8 have sufficient knowledge or information upon which to base a belief as to the truth of the
9 allegations therein, and upon said ground denies each and every allegation contained therein.

10 34. Answering paragraph 34 of Plaintiffs' Complaint, this answering Defendant does not
11 have sufficient knowledge or information upon which to base a belief as to the truth of the
12 allegations therein, and upon said ground denies each and every allegation contained therein.

13 35. Answering paragraph 35 of Plaintiffs' Complaint, this answering Defendant does not
14 have sufficient knowledge or information upon which to base a belief as to the truth of the
15 allegations therein, and upon said ground denies each and every allegation contained therein.

16 36. Answering paragraph 36 of Plaintiffs' Complaint, this answering Defendant does not
17 have sufficient knowledge or information upon which to base a belief as to the truth of the
18 allegations therein, and upon said ground denies each and every allegation contained therein.

19 37. Answering paragraph 37 of Plaintiffs' Complaint, this answering Defendant denies
20 any wrongdoing, and that it owed Plaintiffs any legal duty.

21 38. Answering paragraph 38 of Plaintiffs' Complaint, this answering Defendant denies
22 any wrongdoing, and further denies that it made any representations about the dog, nor knew of any
23 alleged propensities.

24 39. Answering paragraph 39 of Plaintiffs' Complaint, this answering Defendant denies
25 any wrongdoing, and further denies the other allegations contained therein.

26 40. Answering paragraph 40 of Plaintiffs' Complaint, this answering Defendant denies
27 any wrongdoing, and the allegations set forth therein.

28 41. Answering paragraph 41 of Plaintiffs' Complaint, this answering Defendant denies

1 any wrongdoing, and the allegations set forth therein.

2 42. Answering paragraph 42 of Plaintiffs' Complaint, this answering Defendant does not
3 have sufficient knowledge or information upon which to base a belief as to the truth of the
4 allegations therein, and upon said ground denies each and every allegation contained therein.

5 43. Answering paragraph 43 of Plaintiffs' Complaint, this answering Defendant does not
6 have sufficient knowledge or information upon which to base a belief as to the truth of the
7 allegations therein, and upon said ground denies each and every allegation contained therein.

8 44. Answering paragraph 44 of Plaintiffs' Complaint, this answering Defendant denies
9 any wrongdoing, and the allegations set forth therein.

10 45. Answering paragraph 45 of Plaintiffs' Complaint, this answering Defendant denies
11 any negligence or wrongdoing.

12 46. Answering paragraph 46 of Plaintiffs' Complaint, this answering Defendant does not
13 have sufficient knowledge or information upon which to base a belief as to the truth of the
14 allegations therein, and upon said ground denies each and every allegation contained therein.

15 47. Answering paragraph 47 of Plaintiffs' Complaint, this answering Defendant does not
16 have sufficient knowledge or information upon which to base a belief as to the truth of the
17 allegations therein, and upon said ground denies each and every allegation contained therein.

18 48. Answering paragraph 48 of Plaintiffs' Complaint, this answering Defendant does not
19 have sufficient knowledge or information upon which to base a belief as to the truth of the
20 allegations therein, and upon said ground denies each and every allegation contained therein.

21 49. Answering paragraph 49 of Plaintiffs' Complaint, this answering Defendant denies
22 any wrongdoing, and as to the other allegations, does not have sufficient knowledge or information
23 upon which to base a belief as to the truth of the allegations therein, and upon said ground denies
24 each and every allegation contained therein.

25 50. Answering paragraph 50 of Plaintiffs' Complaint, this answering Defendant denies
26 any wrongdoing, and the allegations set forth therein.

27 51. Answering paragraph 51 of Plaintiffs' Complaint, this answering Defendant denies
28 any wrongdoing, and the allegations set forth therein.

1 52. Answering paragraph 52 of Plaintiffs’ Complaint, this answering Defendant denies
2 that the Jane Doe was an employee was the agent or employee of PetSmart.

3 53. Answering paragraph 53 of Plaintiffs’ Complaint, this answering Defendant denies
4 that the Jane Doe was acting in any agency or employment for PetSmart.

5 54. Answering paragraph 54 of Plaintiffs’ Complaint, this answering Defendant denies
6 that it is vicariously liable for any acts of the Jane Doe Employee.

7 Defendant, PETS MART, INC. asserts the following affirmative and other defenses.

8 **FIRST AFFIRMATIVE DEFENSE**

9 (Comparative Negligence)

10 54. Alleges that Plaintiffs’ injuries, if any, were caused and contributed to by Plaintiffs’
11 own negligence. Pursuant to NRS 41.141, Plaintiffs may not recover if their comparative negligence
12 is greater than any negligence allocated to Responding Defendant.

13 **SECOND AFFIRMATIVE DEFENSE**

14 (Assumption of Risk)

15 55. Alleges that Plaintiffs’ injuries, if any, were caused and contributed to by Plaintiffs’
16 own assumption of risk.

17 **THIRD AFFIRMATIVE DEFENSE**

18 (Failure to State a Claim)

19 56. Alleges that the Complaint, and each cause of action thereof, fails to state facts
20 sufficient to constitute a cause of action.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 (Statute of Limitations)

23 57. Alleges the Complaint, and each cause of action thereof, is barred the statute of
24 limitations.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 (Fault of Others)

27 58. Alleges that other persons or entities, whether or not parties, each, were negligent and
28 such negligence was a proximate cause of Plaintiffs’ injuries, if any, and should any judgment be

1 awarded to Plaintiffs, it must be apportioned among all such negligent persons or entities and offset
2 against any judgment against Defendant.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 (No Notice)

5 59. Alleges that Defendant had no notice of the alleged dangerous issue with the subject
6 dog, and hence, cannot be liable for the same.

7 **SEVENTH AFFIRMATIVE DEFENSE**

8 (Joint and Several Liability)

9 60. Alleges that pursuant to NRS 41.141(4) – (5), et. seq., Responding Defendant is
10 severally liable only for the portion of the damages equal to the percentage of negligence attributable
11 to such Defendant by the jury or trier of fact. Civil Code Section 1431.2, Defendant’s liability for
12 non-economic losses will be several only and not joint. Answering Defendant shall only be liable for
13 the amount of non-economic damages in the proportionate amount of liability assessed to such
14 Defendant.

15 **EIGHTH AFFIRMATIVE DEFENSE**

16 (Lack of Control)

17 61. Alleges that it did not own or control the subject dog which allegedly bit Plaintiff.

18 **NINTH AFFIRMATIVE DEFENSE**

19 (No Legal Duty)

20 62. Alleges that it did not owe any legal duty to Plaintiffs, since Responding Defendant
21 was not involved in the adoption of the dog, and was not involved in the adoption transaction.

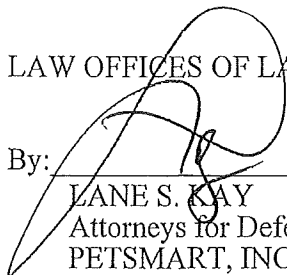
22
23 WHEREFORE, Defendant asks judgment as follows:

- 24 1. That Plaintiffs takes nothing;
- 25 2. For costs of suit; and
- 26 3. For other proper relief.

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DATED: September 30 2019

LAW OFFICES OF LANE S. KAY

By: 

LANE S. KAY
Attorneys for Defendant,
PETSMART, INC.

EXHIBIT “3”

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES E. TODD, individually;)
 RAPHAELA TODD, individually)
)
 Plaintiffs,) Case No.
) A-19-788762-C
 vs.)
)
 A HOME 4 SPOT ANIMAL RESCUE, a)
 Nevada Domestic Non-Profit)
 corporation; JANE DOE)
 EMPLOYEE, PETSMART, INC., DOES)
 I through X; and ROE)
 CORPORATIONS I through X,)
 inclusive jointly and)
 severally,)
)
 Defendants.)
 _____)

DEPOSITION OF DIANA ENGLAND
 Taken on Thursday, October 17, 2019
 At 9:54 o'clock a.m.
 At 400 South Fourth Street, Suite 500
 Las Vegas, Nevada

Reported by: Helen M. Zamba, CCR #439

1 mild, so you probably would have been outside the
2 store, in the parking lot?

3 A. (Witness reading.) Yes.

4 Q. Do you guys have a bunch of like E-Z Ups or
5 something that you brought out there?

6 A. We're on a sidewalk that's covered, you know,
7 overhang, the PetSmart. So it has shade most of the
8 time.

9 If the sun got hot, we had, you know, those
10 shade sails that we'd wrap around the backs of the
11 cages.

12 Q. Okay. So in connection with the subject dog,
13 Chip, did PetSmart ever take possession of Chip at any
14 point in time?

15 A. No.

16 Q. Was PetSmart involved in the adoption of Chip
17 in any way?

18 A. No.

19 Q. When dogs are adopted out through A Home 4
20 Spot, either at a Petco or a PetSmart, does the Petco
21 or PetSmart get involved in any way in kind of looking
22 at the dog's history or screening the dog or any of
23 those things?

24 A. No.

25 Q. So the adoption process of dogs like Chip,

1 that's handled a hundred percent through A Home 4
2 Spot?

3 A. Yes.

4 Q. So then the decision to, number one, whether
5 or not to place a dog like Chip up for adoption, that's
6 all through A Home 4 Spot and not PetSmart?

7 Would you agree?

8 A. I agree, yes.

9 Q. And the decision as to whether or not the dog
10 had whatever temperament to be eligible for adoption,
11 that was A Home 4 Spot and not PetSmart.

12 Would you agree?

13 A. Yes.

14 Q. And the entire process of placing the dog
15 with a family like the Todds, that's all through A Home
16 4 Spot and not with PetSmart.

17 Would you agree?

18 A. Yes.

19 Q. So the -- and you told me, I think, Christina
20 was involved with this process, and I can ask her.

21 At the bottom of the second page of
22 Exhibit 4, there's a notation. Looks like there's a --
23 Christina is handwritten, and it says aware of previous
24 bite.

25 Do you see that?

EXHIBIT “4”

150 Cash
100 C Conq

A Home 4 Spot Animal Rescue

Adopter's Name: Raphaela Todd Home Phone: # 702-606-9358 Alt: # 702-251-4102
Address 6820 Spanish Ave
City Las Vegas State NV Zip 89145
Email: raeannmtodd@gmail.com

EXHIBIT
4

A Home 4 Spot Animal Rescue (AH4S) would like to thank you for adopting an AH4S dog. Please read the terms carefully and initial after reading.

Adopted Animal Name and Description: Chris Male Staffy/Shep/Boxer
Pet ID # A972502
Microchip # 881 020 021 710 846

RMT (Initial) I hereby authorize my LOST/FOUND dog to be immediately released to a representative of AH4S in the event I cannot be reached for immediate reclaim of my adopted dog.

RMT (Initial) I agree to provide care for my adopted dog, including, but not limited to, providing adequate high quality food, water, a clean shelter within a comfortable temperature range, and provide necessary medical treatment and veterinary care, including yearly vaccinations. The dog will be treated as a family member with loving care, affection and respect.

RMT (Initial) I agree to keep an identification tag attached to a properly fitted collar which will remain on the adopted dog at all times, whether inside or outside the home, and to obtain all licenses required by local authorities. I will abide by all state and local laws regarding animal ownership. Dogs must be registered and licensed within your county of residence.

RMT (Initial) I agree to have the dog under control when he/she is not within the confines of the property. The adopted dog shall not be chained or tied. The adopted dog will not be an "outside" dog. I will not keep this dog outdoors for extended periods of time and I understand that this dog is an indoor companion. I will provide inside housing at all times.

RMT (Initial) I agree to never strike or otherwise physically or emotionally abuse this dog. I further agree NOT to declaw, debark, crop ears/tail, or otherwise mutilate this dog. I understand that AH4S cannot guarantee the health, temperament, or training of the adopted dog and hereby RELEASE AH4S from all liability once the dog is in my possession. If a health problem develops within the first 48 hours, I will notify AH4S.

RMT (Initial) I understand that my adopted dog will need time to adjust to their new home. This could last a few days or a few weeks. During this time, the dog may exhibit behavior that he/she will not otherwise exhibit after he/she adjusts to their new life. This may include housetraining accident, escape attempts, excessive barking, and chewing among others. I understand a consistent routine will give my adopted dog security and help him/her adjust quicker. I will seek out the help of a professional trainer if I need help with these issues, and upon request, AH4S will provide adopter with information on low cost training.

RMT (Initial) I will transport this dog inside an enclosed vehicle.

RMT (Initial) AH4S may inquire about or examine the dog at any time. If the examiner is not satisfied with the conditions of the dog and/or this agreement has not been fulfilled, AH4S may reclaim the dog.

RMT (Initial) If the adopted dog becomes lost, I will notify AH4S within 24 hours. If I fail to make such notification, and the dog is recovered by AH4S, the dog may not be returned. I acknowledge that I only have three (3) days to reclaim the dog from a public shelter, after three (3) days, the dog will be at high risk of being euthanized.

RMT (Initial) I agree that this dog is a rescue animal, and understands that AH4S cannot make any representations or warranties

pdf

shall not be transferred. The adopted dog will not be an outdoor dog. I will provide inside housing at all times. time and I understand that this dog is an indoor companion. I will provide inside housing at all times.

AMT (Initial) I agree to never strike or otherwise physically or emotionally abuse this dog. I further agree NOT to declaw, debark, crop ears/tail, or otherwise mutilate this dog. I understand that AHAS cannot guarantee the health, temperament, or training of the adopted dog and hereby RELEASE AHAS from all liability once the dog is in my possession. If a health problem develops within the first 48 hours, I will notify AHAS.

AMT (Initial) I understand that my adopted dog will need time to adjust to their new home. This could last a few days or a few weeks. During this time, the dog may exhibit behavior that he/she will not otherwise exhibit after he/she adjusts to their new life. This may include housetraining accident, escape attempts, excessive barking, and chewing among others. I understand a consistent routine will give my adopted dog security and help him/her adjust quicker. I will seek out the help of a professional trainer if I need help with these issues, and upon request, AHAS will provide adopter with information on low cost training.

AMT (Initial) I will transport this dog inside an enclosed vehicle.

AMT (Initial) AHAS may inquire about or examine the dog at any time. If the examiner is not satisfied with the conditions of the dog and/or this agreement has not been fulfilled, AHAS may reclaim the dog.

AMT (Initial) If the adopted dog becomes lost, I will notify AHAS within 24 hours. If I fail to make such notification, and the dog is recovered by AHAS, the dog may not be returned. I acknowledge that I only have three (3) days to reclaim the dog from a public shelter, after three (3) days, the dog will be at high risk of being euthanized.

AMT (Initial) I agree that this dog is a rescue animal, and understands that AHAS cannot make any representations or warranties as to this dog's health, physical condition, prior medical history, pre-existing conditions or age. AHAS will provide adopter with one (1) wellness examination by a licensed veterinarian chosen by AHAS.

AMT (Initial) If for any reason I cannot keep the adopted dog, I will notify AHAS and agree to surrender the dog back to AHAS (contact info provided below). Under no circumstances will I surrender the dog to ANY public shelter.

AMT (Initial) I hereby release AHAS from all liability for legal fees, veterinary care expenses or any other expense or liability incurred as a result of this adoption.

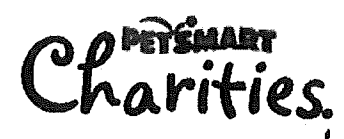
AMT (Initial) In consideration of this dog, the adopter agrees to pay a rehoming fee of \$ 250-

Signature: [Signature] Date: 1/13/19 NO REFUNDS
AHAS Representative: [Signature] Aware of previous bite
AHAS Contact: Diana England, phone: 702-239-7288, email: ahamed@ahadog.com AHFS12:001

EXHIBIT 13



ADOPTION RELEASE FORM




1/13/18 Chip

STORE NO. 9615 DATE SCANNED _____ STORE INITIALS _____ GROUP NO. 01418

Adopter - Please Complete: By completing this form, you agree to our Privacy Policy, which can be found at petsmart.com and petsmartcharities.org.

Check box Yes! Sign me up for Pet Perks membership

You just need to provide your phone number on this form to enjoy exclusive in-store benefits & if you provide your email address, you will receive exclusive online benefits as a PetPerks member. Log on to petperks.com for personalized deal alerts.



Give us your e-mail address to receive exclusive offers for your new pet.

E-Mail Address KHEH11AUNTILLODOGMAIL.COM

Adopter's Name KAPUENHATJDS _____ Date 01/13/18

Address 6870 W. EMBERSIDE AVE _____

City VEGAS State/Province NV Zip/Postal Code 89115

Phone # 702 600 9358

Please read carefully and sign below.

Adoption Program
Thank you for choosing to adopt a pet. PetSmart and PetSmart Charities supports the adoption process by donating in-store space for use by qualified, pre-approved animal welfare organizations. These organizations are not affiliated with PetSmart or PetSmart Charities in any way. We cannot, and do not, guarantee the health of any of the pets available for adoption.

Your Pet's History
The animals available for adoption through the Adoption Program often come from a shelter environment and little is known about their past. Each participating animal welfare organization is concerned about the health of the animals in its care. These organizations exercise due caution to prevent disease transmission. Because health care procedures can vary by agency, please request detailed information regarding the health care administered to animals in the adoption organization's care.

Any questions regarding your pet's health should be directed to the adoption group. In addition, we strongly encourage a quarantine period for newly adopted pets. During this period, your new pet should be housed separately from other pets in the home. This will let the pet adapt to the new environment and allow monitoring for any possible signs of disease or aggression.

Important: Please read the information on the reverse side regarding Common Feline and Canine Diseases.

Your Pet's Current Health and Follow-Up Health Care
It's imperative that you make an appointment for your new pet with a veterinarian as soon as possible. The veterinarian can check your pet's health and give you valuable information regarding warning signs of illness. With any new pet, it's possible they may have been exposed to diseases that may not show symptoms for several weeks. Some of these diseases may be transmittable to other pets in your household and even to people. Veterinary fees incurred (such as diagnostics, vaccines and/or medications) are the responsibility of the pet owner.

Privacy Policy
For details about how we use your information (including with respect to our use of service providers located inside and outside of Canada), see our privacy policy at petsmart.com or contact our Privacy Officer at the contact information below. Unless you opt-out, we may: (1) send you information and special offers by mail or e-mail regarding products or services that may be of interest to you; and/or (2) share your personal information with third-parties so they may contact you by mail and e-mail for their own marketing purposes. To opt-out call 888-839-9638 or email CustomerCare@petsmart.com.

I hereby release PetSmart, Inc., PetSmart Charities, Inc., the adoption agency, and their agents of any liabilities related to the adoption of this pet from the adoption program.

Signature _____

Adoption Agency - Please Complete

Adoption Fee \$ 250 Altered Yes No

Adoption Agency HHHS

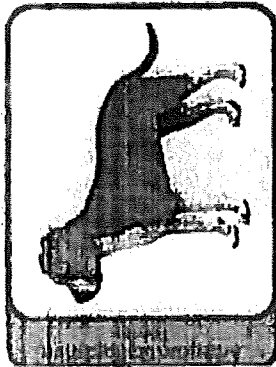
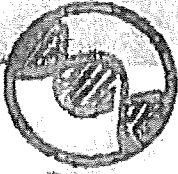
Pet's Name Chip Year Pet Was Born _____ Pet's Age 3

Dog Puppy (<1 Year) Cat Kitten (<1 Year) Other

4 00807 10851 8 4 00517 61491 0 4 00807 10842 6 4 00517 61481 1 4 00807 10833 4

DogTrek

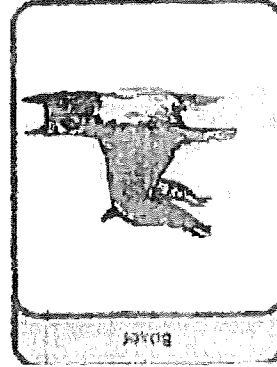
POWERED BY Wisdom Panel



- Intelligent, hard-working, and athletic dogs
- Very loyal to family and usually good with children. Breed characteristics may lead to not getting along well with other dogs.
- American Staffordshire Terriers seem to enjoy dog sports such as agility, flyball, rally and competitive obedience.



- Personalities can vary from calm and watchful to be quiet to energetic.
- Enjoy participating in dog sports such as agility, tripping, flyball, and competitive obedience.
- Eager to learn and respond well to reward-based training.



- Intelligent, hard working, and playful dogs with a high amount of energy.
- Breed seem to enjoy dog sports such as agility, tripping, rally and competitive obedience.
- Eager to learn and respond well to reward-based training using treats and favorite toys.

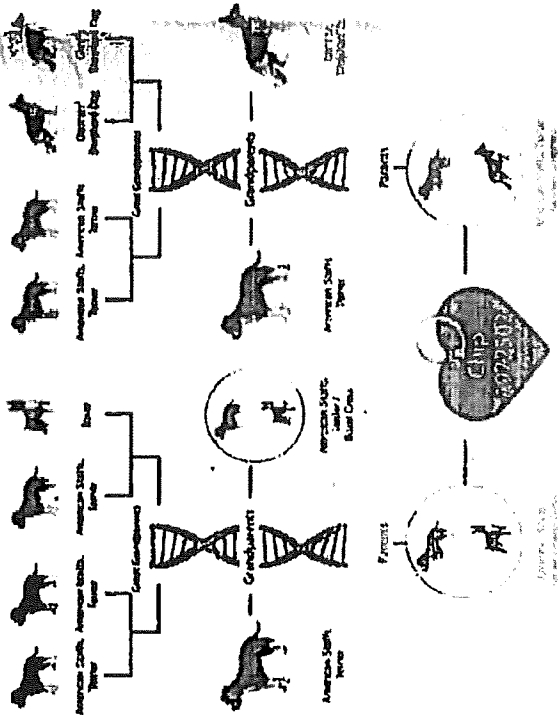


Hi, my name is Chip
A972502...

Please see a shelter staff member
or volunteer for more specific
information on Chip A972502.

CHIP A972502 IS AN AMERICAN STAFFORDSHIRE TERRIER, GERMAN SHEPHERD DOG, BOXER CROSS

Wisdom Panel® is a unique DNA test that allows shelters to identify the different breeds in a mixed-breed dog. Below is the unique ancestry chart specifically for Chip A972502. Check out the back side of this page for more specifics on Chip A972502 and the breeds that we found.



GENDER: Male
 SPAYED/NEUTERED: Yes
 PREDICTED ADULT WEIGHT: 54 - 81 lbs.

TOP 3 BREEDS FOUND:



AMERICAN STAFFORDSHIRE TERRIER



GERMAN SHEPHERD DOG



BOXER

EXHIBIT “5”

1 RSPN
2 Thomas W. Askeroth, Esq. (SBN 11513)
3 ASKEROTH LAW GROUP
4 1980 Festival Plaza Drive #300
5 Las Vegas, NV 89135
6 Phone: 725.867.8495 ~ Fax: 725.333.0528
7 tom@askerothlaw.com
8 *Attorney for Plaintiffs*

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES TODD, individually;
RAPHAELA TODD, individually;

Case No.: A-19-788762-C
Dept. No.: 16

Plaintiffs,

vs.

A HOME 4 SPOT ANIMAL
RESCUE, a Nevada Domestic Non-
Profit Corporation;
JANE DOES EMPLOYEE;
PETSMART, INC.;
DOES I through X; and
ROE CORPORATIONS I through X,
Inclusive jointly and severally;

**PLAINTIFFS' RESPONSE TO
DEFENDANT PETSMART,
INC.'S FIRST SET OF
INTERROGATORIES**

Defendants.

A HOME 4 SPOT ANIMAL
RESCUE, a Nevada Domestic Non-
Profit Corporation;

Counter-Claimant,

vs.

RAPHAELA TODD;

Counter-Defendant.



1 PETSMART, INC.;
2 Cross-Claimant/Counter-
3 Defendant,
4 vs.
5 A HOME 4 SPOT ANIMAL
6 RESCUE, a Nevada Domestic Non-
7 Profit Corporation;
8 Cross-Defendant/Counter-
9 Claimant.

10 TO: Petsmart, Inc., Defendant; and

11 TO: Defendant's counsel.

12 COMES NOW, Plaintiffs, by and through their attorneys of the law firm
13 of ASKEROTH LAW GROUP, and responds to Petsmart, Inc.'s Interrogatories
14 to Plaintiffs as follows:

15 **INTERROGATORY NO. 1:**

16 In your Complaint wherein you allege that propounding party was
17 negligent, please state each and every fact which supports such contention.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 Objection, overly-burdensome, vague, and not reasonably tailored to
20 lead to the discovery of admissible evidence, and calls for legal conclusion.
21 Without waiving said objection, Plaintiffs respond: Please see Plaintiffs'
22 NRCP 16.1 Disclosures previously submitted and the allegations contained
23 in Plaintiff's Complaint.

24 **INTERROGATORY NO. 2:**

25 Please describe in complete detail how your incident occurred.

26 **RESPONSE TO INTERROGATORY NO. 2:**

27 Objection. This interrogatory is vague and overbroad. Without waiving
28 said objection, Plaintiffs respond:

Raphaela Todd responds to the best of her recollection: James (aka Jim)



1 and I were both sitting in the living room, I was sitting on the couch,
2 wearing headphones and watching a movie on my laptop. Jim was sitting
3 on a recliner, next to the couch. Chip was lying on the floor nearby. Jim
4 decided to get up to go to the kitchen. At this time, Chip got up and
5 repositioned himself on the floor in front of the recliner where Jim had been
6 sitting. As Jim re-entered the living room to return to the recliner, he noticed
7 Chip lying right in front of the chair. For no reason, Chip started a low
8 growl at Jim. As I was wearing headphones, I didn't hear the first growl.
9 Jim called my name so I could try and distract Chip. As I removed my
10 headphones, I heard Chip growling while he stared at Jim. I opened my
11 mouth to call the dog, but before I could say anything, Chip jumped up
12 from lying and biting and locking down onto Jim's right forearm and began
13 wrenching his huge head from side to side and trying to tackle Jim to the
14 ground. Jim managed to position the recliner between himself and the dog.

15 I jumped up off the couch and forced my fingers inside the dog's mouth
16 and had to pry his jaw open from Jim's arm, causing two puncture wounds
17 to two of the fingers on my right hand. I managed to restrain Chip by the
18 back of his collar, and yelled at Jim to get out of the house, because Chip
19 was still trying to go after him. There was blood everywhere. I have no idea
20 how I did it ... but I was able to drag the dog into the garage, where I was
21 trapped with him until the ambulance arrived. The dog kept trying to force
22 himself back into the house, so I couldn't open the door to go check on Jim.
23 I could hear Jim screaming inside and I couldn't get to him. My brother,
24 Guy Comello, who was staying with us at the time, opened the door a crack
25 to stick a large Chef's knife through to me in case the dog attacked me.
26 Thankfully, Chip didn't attack me again while I was in the garage with him.
27 This was an extremely traumatic experience for me as I was trapped inside
28 the garage with this dog which had just viciously attacked Jim. I was scared



1 that he was going to attack me as well. I managed to squeeze myself back
2 into the house after I heard the paramedics arrive outside.

3 The ambulance took my husband to Mountainview Hospital, they let
4 me ride in the front. While we were at the hospital, Animal Control came
5 to the house, and my brother allowed them access to our home so they
6 could remove Chip.

7 James Todd responds to the best of his recollection: I was sitting in the
8 recliner. The dog was laying at my feet. I got up to get a drink of water
9 walked into the kitchen. The dog followed me into the kitchen. I got a glass
10 of water, started to drink. The dog looked up at me, had no interest in what
11 I was doing, and returned to the living room. I finished my water and
12 returned to the living room. Chip was now lying right in front of the
13 recliner. I came closer to the recliner and the dog started growling, at which
14 time, without looking at the dog, I tried to get Raeann's attention. Once she
15 pulled the headphones from her ears and noticed the dog was growling,
16 before she could utter a word, the dog leaped up from his lying position
17 and grabbed my right arm by biting down hard. At which point I got the
18 recliner between me and the dog because he grabbed my arm and would
19 not let go. I tried my best not to panic. He was not even 10 inches from my
20 face, trying to figure out what to do next. I was screaming. As I fought the
21 dog, thoughts of losing my arm came into my mind, losing my career, my
22 carpentry, my hobbies, my sports, everything I love to do. The dog would
23 not let go. Time seemed to slow down. He would not let go, shook his head
24 back and forth with my arm in his mouth. I could hear myself screaming. It
25 seemed like a long time before Raeann got off the couch to try and get the
26 dog off of me. As Raeann was trying to get the dog off of me, it seemed to
27 take a long time, I can't tell you the exact amount of time. As soon as the
28 dog released my arm, I flipped the recliner toward the dog, into the middle



1 of the living room, at which time the dog seemed to start coming back after
2 me, at which time Raeann went for the dog. I was screaming in fear,
3 screaming from the pain. I then ran into the kitchen, grabbed a towel and
4 ran out the back door. I opened the back door and yelled inside to call 911.
5 I came back in because I was worried about Raeann being with the dog, and
6 that he would attack her next. Once the dog was in the garage, I came back
7 in the house and went in front of the house, waiting for help to come. I
8 called to Raeann through the garage vent in front of our house, who was
9 stuck in the garage with the dog, telling her to get the f**k out of there. She
10 said she couldn't because the dog wouldn't let her out, but she was OK. I
11 kept telling her she needed to get the f**k out of the garage. She kept saying
12 that she was trying, but the dog wouldn't let her back in the house. The Fire
13 Department, Ambulance, Police and Dog Catcher came. I was a state of
14 confusion, as there were many people surrounding me. I remember taking
15 the kitchen towel off of my arm so the Fire Department could see how bad
16 it was. I was then loaded into the ambulance and brought to the hospital.

17 **INTERROGATORY NO. 3:**

18 Did you ever spoke with any PetSmart employee about the subject dog's
19 adoption, prior to the adoption itself?

20 **RESPONSE TO INTERROGATORY NO. 3:**

21 Objection. This interrogatory is vague and overbroad. Without waiving
22 said objection, Plaintiffs respond:

23 Raphaella Todd responds to the best of her recollection: I do not believe
24 so. I spoke with two people, who I believe were with the rescue group but
25 since they were on Petsmart's property I reasonably believed that they had
26 Petsmart's permission to be there and conduct the adoptions, and were
27 acting on behalf of Petsmart.

28 Plaintiff James Todd responds to the best of his recollection: I was not



1 present at the time of the adoption at Petsmart.

2 **INTERROGATORY NO. 4:**

3 If your response to the previous interrogatory is in the affirmative,
4 please identify the employee, the date of the conversation, and what was
5 said by whom.

6 **RESPONSE TO INTERROGATORY NO. 4:**

7 Not applicable.

8 **INTERROGATORY NO. 5:**

9 Do you dispute that the subject dog was adopted from A Home 4 Spot,
10 and not PetSmart?

11 **RESPONSE TO INTERROGATORY NO. 5:**

12 Objection, vague and calls for legal conclusion. Without waiving,
13 Plaintiffs respond to the best of their recollection:

14 We adopted the subject dog from A Home 4 Spot, however, the
15 adoption occurred on Petsmart property, and I reasonably believed that
16 they had Petsmart's permission to be there and conduct the adoptions, and
17 were acting on behalf of Petsmart.

18 **INTERROGATORY NO. 6:**

19 Please state the name, address and group number/policy number for
20 any health/medical insurance that you had in place at the time of the
21 accident, and continuing up to the current time.

22 **RESPONSE TO INTERROGATORY NO. 6:**

23 Our health insurance at the time of the subject incident continuing
24 through to present is: Aetna Health Inc.; Group #830058-011-00001; Issuer:
25 (80840) 91400860054; ID: W1999 50630.

26 **INTERROGATORY NO. 7:**

27 Please state the name, address and telephone number of your primary
28 care physician at the time of the subject incident.



1 **RESPONSE TO INTERROGATORY NO. 7:**

2 Objection. This interrogatory is vague, compound, overly-broad,
3 outside the scope of permissible discovery, and potentially violates right to
4 privacy under NRS 49.215 to 49.245. A further objection is made on the basis
5 of the Supreme Court of Nevada’s finding as contained in *Schlatter v. Eight*
6 *Judicial District Court of Nevada*, 93 Nev. 189, 561 P.2d 1342 (1977), in which
7 the Court cited NRCP 26(b)(1) in stating that the scope of discovery in civil
8 litigation is limited to “medical records containing information relevant to
9 the injury complained of or any pre-existing injury related thereto.”
10 Further, this request is overbroad as it is not sufficiently limited in time or
11 scope.

12 Without waiving said objections, Plaintiffs respond: Gary M. DeShazo,
13 DO at 8440 West Lake Mead Boulevard, Las Vegas, NV 89128; 702-870-8852.

14 **INTERROGATORY NO. 8:**

15 Please itemize all medical expenses you incurred (billed and paid, plus
16 any adjustments) for any medical treatment you received due to the
17 incident.

18 **RESPONSE TO INTERROGATORY NO. 8:**

19 James Todd’s medical expenses:

MEDICAL PROVIDER	DATES OF SERVICE	TOTAL CHARGES
American Medical Response	1/17/18;	\$1,139.94
Mountain View Hospital	1/14/18 - 1/19/18;	\$37,994.00
Harbor Island Medical Center	1/22/18 - 4/26/18;	TBD
Steinberg Diagnostic Medical Imaging	2/16/18;	TBD
Laboratory Medicine Consultants	1/16/18 - 1/17/18;	\$190.40
Richard A, Cestkowski, DO	6/6/19;	TBD
Alan Raddatz, MSW, BCD		TBD
Wal-Mart Pharmacy		TBD
Walgreens Pharmacy		TBD
Total Past Medical Expenses		\$39,324.34
Future Medical Expenses		TBD



1	Loss of Wages and Benefits	TBD
2	Special Damages	TBD

3 Raphaela Todd's medical expenses:

4	MEDICAL PROVIDER	DATES OF SERVICE	TOTAL CHARGES
5	Maryjane A. Henning, MS		TBD
6	Total Past Medical Expenses		TBD
7	Future Medical Expenses		TBD
8	Loss of Wages and Benefits		TBD
	Special Damages		TBD

9 **INTERROGATORY NO. 9:**

10 If you are making a loss of earnings claim in this case, please state the
 11 name, address and telephone number of your employer at the time of the
 12 incident, and any employers you have had for the past 10 years.

13 **RESPONSE TO INTERROGATORY NO. 9:**

14 Plaintiff James Todd responds to the best of his recollection:

15 John Reich, Owner
 16 Kitchenland, Inc.
 17 6455 Dean Martin Drive, Suite K
 18 Las Vegas, NV 89118
 19 702-896-0265
 20 *October, 1984 to present*

21 Plaintiff Raphaela Todd responds to the best of her recollection:

22 Wood, Smith, Henning & Berman LLP
 23 2881 Business Park Court, Suite #200
 24 Las Vegas, NV 89128
 25 702-251-4100
 26 *September 13, 2010 to present*

27 Gage & Gage, LLP
 28 (now known as The Gage Law Firm, PLLC)
 1980 Festival Plaza Drive, #270
 Las Vegas, NV 89135
 702-869-0800
August, 2004 to September, 2010



1 **INTERROGATORY NO. 10:**

2 If you are making a loss of earnings claim in this case, please state the
3 dates you missed from work, your hourly wage, and the amount of money
4 you lost.

5 **RESPONSE TO INTERROGATORY NO. 10:**

6 Plaintiff James Todd responds to the best of his recollection: I missed six
7 weeks of work after the attack (January 15, 2018 through February 26, 2018).
8 Because of money issues, I motivated myself to return to work on February
9 26, 2018, even though I was still in a lot of pain, with numbness in my right
10 arm and hand. My boss allowed me to return on light duty for about three
11 more weeks that followed. At that time, my hourly wage was \$27.50. (6
12 weeks [30 days] @ \$220.00 per day lost) My lost earnings total \$6,600.00.

13 Plaintiff Raphaela Todd responds to the best of her recollection: I missed
14 3½ days of work to stay with Jim in the hospital: January 15, 2018 (Martin
15 Luther King Day- *Firm was closed*); January 16, 2018 (out); January 17, 2018
16 (half day); January 18, 2018 (out); and January 19, 2018 (out). I missed 28
17 hours of work. My hourly wage at that time was \$30.79, which equals
18 \$862.12 in lost earnings.

19 **INTERROGATORY NO. 11:**

20 Please identify any schools you have attended, starting with high
21 school, and through the current time.

22 **RESPONSE TO INTERROGATORY NO. 11:**

23 Plaintiff James Todd responds to the best of his recollection: Hicksville
24 High School, Hicksville, NY.

25 Plaintiff Raphaela Todd responds to the best of her recollection:
26 Sheepshead Bay High School, Sheepshead Bay, NY and New York Business
27 School, New York, NY.

28 ///



1 **INTERROGATORY NO. 12:**

2 If you have been convicted of a felony, please identify the same, and the
3 date of the felony.

4 **RESPONSE TO INTERROGATORY NO. 12:**

5 Not applicable.

6 **INTERROGATORY NO. 13:**

7 Please state the name, address and telephone number of any health care
8 provider that you have seen for treatment or examination for any mental
9 health issue or post-traumatic stress disorder for the subject accident, and
10 the dates of the same.

11 **RESPONSE TO INTERROGATORY NO. 13:**

12 Plaintiff James Todd responds:

13 Treating Technicians and/or
14 NRCP 30(b)(6) Witness and/or
15 Custodian of Records
16 American Medical Response
17 50 S Main St. #401
18 Akron, OH 44308

19 Treating Physicians and/or
20 NRCP 30(b)(6) Witness and/or
21 Custodian of Records
22 Mountain View Hospital
23 3100 N Tenaya Way
24 Las Vegas, NV 89128

25 Gary Deshazo, DO and/or
26 Treating Physicians and/or
27 NRCP 30(b)(6) Witness and/or
28 Custodian of Records
29 Harbor Island Medical Center
30 8440 W Lake Mead Blvd. #103
31 Las Vegas, NV 89128

32 Treating Physicians and/or
33 NRCP 30(b)(6) Witness and/or
34 Custodian of Records



1 Steinberg Diagnostic Medical Imaging
2 2767 N Tenaya Way
3 Las Vegas, NV 89129

4 Treating Physicians and/or
5 NRCP 30(b)(6) Witness and/or
6 Custodian of Records
7 Laboratory Medicine Consultants
8 8085 Rivers Ave. #100
9 N Charleston, SC 29406

10 Richard A. Cestkowski, DO
11 NRCP 30(b)(6) Witness and/or
12 Custodian of Records
13 2628 W Charleston Blvd.
14 Las Vegas, NV 89102

15 Alan Raddatz, MSW
16 NRCP 30(b)(6) Witness and/or
17 Custodian of Records
18 6960 O'Bannon Drive, Suite 190
19 Las Vegas, NV 89117
20 702-320-3180

21 Treating Pharmacists and/or
22 NRCP 30(b)(6) Witness and/or
23 Custodian of Records
24 Walmart Pharmacy
25 6310 W. Charleston Blvd.
26 Las Vegas, NV 89146

27 Treating Pharmacists and/or
28 NRCP 30(b)(6) Witness and/or
29 Custodian of Records
30 Walgreens Pharmacy
31 7599 W. Lake Mead Blvd.
32 Las Vegas, NV 89128

33 Plaintiff Raphaela Todd responds:

34 Maryjane A. Henning, MS
35 NRCP 30(b)(6) Witness and/or
36 Custodian of Records
37 7371 W. Charleston Blvd., #110
38 Las Vegas, NV 89117



1 **INTERROGATORY NO. 14:**

2 Please state what information or representations were made to you, for
3 the subject dog adoption.

4 **RESPONSE TO INTERROGATORY NO. 14:**

5 Objection, this interrogatory is vague, overbroad, burdensome, and
6 cumulative. Without waiving said objection, Plaintiff Raphaela Todd
7 responds to the best of her recollection:

8 On the afternoon of January 13, 2018, I went with our senior dog,
9 Minnie, to PetSmart's Adoption Event to search for her new buddy. Minnie
10 had lost her best friend, our second dog named "Dingo," who died a few
11 weeks before, and I felt she was ready for a new friend. I had Minnie with
12 me, to ensure she and the potential new family member liked each other. I
13 went to the back of PetSmart where the Adoption Event was being held by
14 "A Home 4 Spot." There were several dogs kept in kennels. As soon as I
15 walked in the area, I noticed a very large dog who happened to be out of
16 the kennel, being held by one of the workers (or a volunteer??) on a leash.
17 He was wagging his long tail and seemed to be looking at me. I approached
18 the dog, and was told by the person holding the leash that he was a boy and
19 his name was "Chip." I scratched the top of his head, and he began to nuzzle
20 his head against my thigh. The employee/volunteer said, "Awwww, I
21 think he likes you... look at that..." So, with Minnie by my side, Chip
22 started to sniff her, and likewise. Tails were wagging. I stayed for close to
23 an hour, spending time with the dog, I was on my knees petting him all
24 over, scratching the sides of his neck, he kept licking my face, trying to
25 nuzzle against me. Minnie seemed to like him.

26 The employee/volunteer, mentioned during this interaction that they
27 called him a "gentle giant" and "a big mush." I then said that I was
28 interested in adopting Chip, but what was his history? She never answered



1 the question, but said she was so happy to hear that I would be taking Chip,
2 then handed me the leash and said she would need to bring the supervisor
3 over to start the paperwork. The supervisor (whose name I think was
4 Christina) came over and expressed how happy she was that Chip was
5 going to his forever home. She handed me the paperwork and told me there
6 was a \$250.00 adoption fee. I started filling out the documents as she took
7 Chip's leash and kept petting his head. I asked her how he came to be with
8 their rescue? She said there was one "minor incident" with the last adopter.
9 She called it a "minor nip." At this, I stopped filling out the form. I looked
10 at her and asked, what do you mean? She said the prior owner who adopted
11 Chip from them had him for about a week. He was in this "brand new
12 environment" and was being "teased by someone crinkling Christmas
13 wrap by his head." He "got spooked and nipped the person who was
14 teasing him." She even said, "it didn't even break the skin, it was such a
15 minor nip." Because of this "minor incident, the Owner returned Chip."
16 Being a dog owner my entire life, and most of our dogs from shelters, her
17 story made sense to me and I continued to complete the paperwork, paid a
18 \$250 adoption fee and took Chip home. One of the employee/volunteers
19 then asked for my e-mail address so that she could send me Chip's "shot
20 records." I gave my e-mail address and they e-mailed the shot records later
21 that day. As I was told these were the dog's shot records, I never actually
22 read the e-mail until I retained an attorney after my husband was viciously
23 attacked. Through these records I later discovered that Chip had a violent
24 history and was deemed unfit for adoption, all unbeknownst to me at the
25 time of the adoption.

26 Before I left, the supervisor came over to me and gave me a big hug,
27 thanked me for taking Chip, that she could tell he was going to have a
28 wonderful life with me. We both had tears in our eyes.



1 Without waiving said objection, Plaintiff James Todd responds to the
2 best of his recollection: I was not present at the time of the adoption of Chop
3 at Petsmart.

4 **INTERROGATORY NO. 15:**

5 With reference to your response to the previous interrogatory, please
6 state the name of the company or entity that such person worked for or
7 represented.

8 **RESPONSE TO INTERROGATORY NO. 15:**

9 Objection, vague and calls for legal conclusion. Without waiving said
10 objection Plaintiffs respond: A Home 4 Spot.

11 **INTERROGATORY NO. 16:**

12 Please identify each and every healthcare provider you saw as a result
13 of your injuries, and what treatment was provided.

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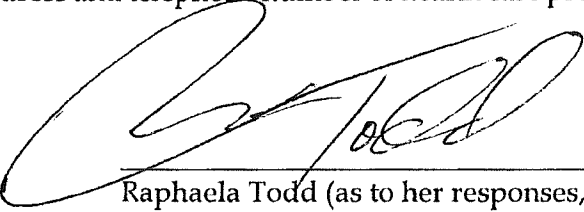
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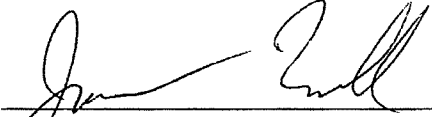
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RESPONSE TO INTERROGATORY NO. 16:

See Plaintiffs' NRCP 16.1 Disclosures for opinions relative to injuries, ailments, and symptoms. Without waiving said objection, Plaintiff responds to best of her recollection: See response to Interrogatory Number 8 for the name, address and telephone number of health care providers seen for treatment.



Raphaella Todd (as to her responses, only)

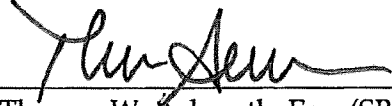


James Todd (as to his responses, only)

Objections submitted by:

DATED this 30th day of September, 2019.

ASKEROTH LAW GROUP



Thomas W. Askeroth, Esq. (SBN 11513)
1980 Festival Plaza Drive #300
Las Vegas, NV 89135
Attorney for Plaintiffs

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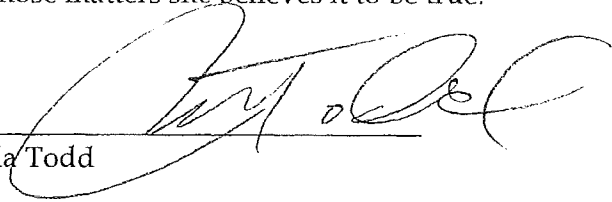
VERIFICATION OF RAPHAELA TODD

STATE OF NEVADA,)

: ss:

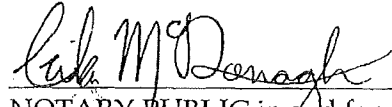
COUNTY OF CLARK.)

Raphaela Todd, being first duly sworn, deposes and says: That she is the Plaintiff in the above-referenced case; that she has read the PLAINTIFFS' RESPONSE TO DEFENDANT PETSMART, INC.'S INTERROGATORIES and knows the contents thereof, and that the same is true of her own knowledge except for those matters therein stated on information and belief, and as for those matters she believes it to be true.

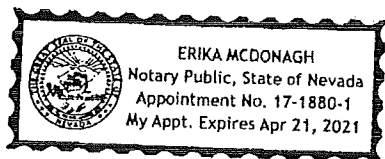
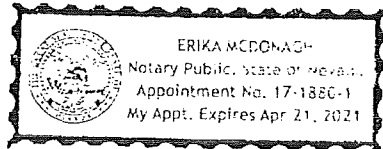


Raphaela Todd

SUBSCRIBED and SWORN to before me
this 27th day of September, 2019.



NOTARY PUBLIC in and for said
County and State



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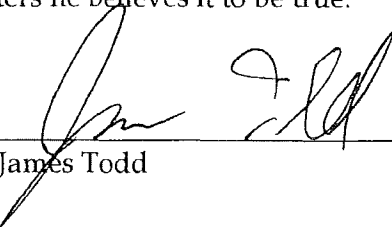
VERIFICATION OF JAMES TODD

STATE OF NEVADA,)

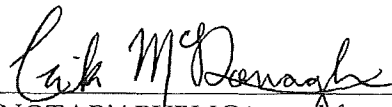
: ss:

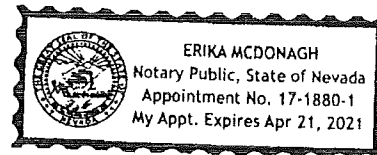
COUNTY OF CLARK.)

James Todd, being first duly sworn, deposes and says: That he is the Plaintiff in the above-referenced case; that he has read the PLAINTIFFS' RESPONSE TO DEFENDANT PETSMART, INC.'S INTERROGATORIES and knows the contents thereof, and that the same is true of his own knowledge except for those matters therein stated on information and belief, and as for those matters he believes it to be true.


James Todd

SUBSCRIBED and SWORN to before me
this 27th day of September, 2019.


NOTARY PUBLIC in and for said
County and State



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ASKEROTH LAW GROUP, and that on the 30th day of September, 2019, I caused the foregoing document to be served upon those persons designated by the parties in the E-service Master List for the above-referenced matter in the Eighth Judicial Court E-filing System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.



ASKEROTH LAW GROUP



EXHIBIT “6”

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES E. TODD, individually;)
 RAPHAELA TODD, individually)
)
 Plaintiffs,) Case No.
) A-19-788762-C
 vs.)
)
 A HOME 4 SPOT ANIMAL RESCUE, a))
 Nevada Domestic Non-Profit)
 corporation; JANE DOE)
 EMPLOYEE, PETSMART, INC., DOES))
 I through X; and ROE)
 CORPORATIONS I through X,)
 inclusive jointly and)
 severally,)
)
 Defendants.)
 _____)

DEPOSITION OF CHRISTINA DETISCH
 Taken on Thursday, October 17, 2019
 At 2:08 o'clock p.m.
 At 400 South Fourth Street, Suite 500
 Las Vegas, Nevada

Reported by: Helen M. Zamba, CCR #439

1 that offers like software and hardware for people that
2 have sight impairments?

3 A. Reading glasses, computer glasses, yes.

4 Q. Okay. All right. So it's not like a
5 computer software or hardware, it's just for people
6 that need glasses, like --

7 A. We sell them. Yeah, we sell them on Amazon
8 and different platforms. Wal-Mart.

9 Q. All right. When did you work for A Home 4
10 Spot?

11 A. I -- um, geez. I started volunteering
12 initially back I believe 2015.

13 And then became em -- Diana paid me like \$300
14 a month, basically, just because I lived at the
15 building, to accommodate me for gas and -- and time.

16 Um, back in 2016, and I can't tell you
17 what -- what date exactly.

18 Q. All right. So when you started as a
19 volunteer for A Home 4 Spot in around 2015, did you
20 have kind of an average number of hours that you would
21 work?

22 A. Um, I would say I volunteered at least 30
23 hours -- 30 or more hours a week.

24 Q. At that time that you volunteered 30 or more
25 hours a week, were you working at another job that --

1 Q. -- AH4S, representative, and it's a name --

2 A. That's my --

3 Q. -- Christina. Is that --

4 A. -- signature.

5 Q. Is that your signature?

6 A. Yes.

7 Q. So were you the one that processed the
8 paperwork?

9 A. I did.

10 Q. And was this at the PetSmart location?

11 A. Yes.

12 Q. Were you guys outside the store as opposed to
13 inside the store, in terms of the adoption weekend?

14 A. No. We were in the back room.

15 Q. In the what kind of back room?

16 A. The back of the warehouse.

17 Q. So in other words, the -- there's a front of
18 the store, PetSmart, and then there's a back of the
19 store, where like you get shipments and stuff; right?

20 A. Correct.

21 Q. So the adoption event was in the back of --
22 back of the store, where they deliver things; right?

23 A. Correct.

24 Q. As opposed to the front of the store.

25 A. Correct.

1 Q. Is that where you typically did your
2 adoption days on -- when it was -- the weather was
3 nice?

4 A. When it wasn't nice, correct.

5 Q. When it was hot, you'd go somewhere
6 different?

7 A. Well, if it was too hot to be out front, we
8 went in the back, yeah.

9 Q. Okay. All right. So this particular day,
10 you were in the back.

11 A. Correct.

12 Q. And how many dogs were there as part of this
13 adoption program, approximately?

14 A. Oh, geez. Maybe 15.

15 Q. And then how many people were there working
16 for A Home 4 Spot, either paid or volunteer?

17 A. Multiple.

18 Q. All right.

19 A. I --

20 Q. So when it came to Mrs. Todd, had she seen
21 the dog on the website and reached out and said I want
22 to see it?

23 Or did she just show up blindly to the event,
24 if you know?

25 A. I don't know what brought her there.

1 Q. All right. And then were you the one that
2 interacted with her through the whole process?

3 A. No.

4 Q. Who else interacted with Ms. Todd about this
5 dog?

6 A. I'm not sure of any other volunteers, other
7 than Desirea did interact with her. Desirea is the one
8 what brought her to me.

9 Q. And then when Desirea brought Mrs. Todd to
10 you, did she say that Mrs. Todd was interested in
11 adopting the dog?

12 A. First Desirea came to me privately and said I
13 think that you should talk to this lady, that she's --
14 look -- seems to be a good candidate for Chip.

15 Q. Okay. And then you approached Mrs. Todd,
16 introduced yourself?

17 A. Correct.

18 Q. And then did Mrs. Todd ask any questions
19 about the dog's history?

20 A. Um, we -- we talked about Chip. We went over
21 his history. Um, I explained to her about the prior
22 "incidences," both with the food possession, as well as
23 the bite.

24 I explained both situations, to the best of
25 my knowledge.

1 THE WITNESS: So the -- yes, the entire
2 Animal Foundation packet.

3 Q. (BY MR. AMARO) All right. And then did she
4 have any questions after reading the Animal Foundation
5 packet?

6 A. She did not, because we had gone over them
7 pretty thoroughly.

8 Q. All right. And then in connection with this
9 Exhibit 4, did you just hand this to her and say read
10 it and initial it, or did you go over each little
11 paragraph, paragraph by paragraph, and explain it to
12 her?

13 A. So Exhibit 4, she would have taken this
14 packet.

15 She would -- again, she went and sat down,
16 and she was read -- she was instructed to read it and
17 initial it after she had read it.

18 Once she did so, and she brought it back to
19 me, we went over what she signed off on. And I made
20 sure --

21 Q. All right.

22 A. -- that she understood what she was signing
23 off on, yes.

24 Q. Did you explain any of the items on the --
25 this document that she signed for the adoption?

1 A. Oh, yeah. We went -- I -- we sum -- so she
2 went -- brought it back.

3 She claimed to have read it. And then we
4 went over what -- and she under -- she -- she said yes,
5 I understand, to each one.

6 Q. Okay.

7 A. An adoption takes a couple hours. It -- we
8 go over every line.

9 Q. The section on page 2 -- and it's actually
10 one page, but page 2 of this exhibit --

11 A. Uh-huh.

12 Q. -- where it says -- it's like the fourth item
13 from the bottom.

14 It says I agree that this dog is a rescue
15 animal and understands that A Home 4 Spot cannot make
16 any representations or warranties as to the dog's
17 health, comma, physical condition, comma, prior medical
18 history, comma, preexisting conditions or age.

19 Did you explain that to her or just have her
20 read it?

21 A. I explained each one. We went over each one.
22 I read them back to --

23 Q. All right.

24 A. -- her.

25 Q. And then the second item from the bottom, it

1 says I hereby release A Home 4 Spot from all liability,
2 legal fees, veterinary care expenses, or any other
3 expense or liability incurred as a result of this
4 adoption.

5 A. Yes.

6 Q. What did you explain to her about that
7 provision?

8 A. I read it to her.

9 Q. And did --

10 A. And asked her if she understood it.

11 Q. And what did she say?

12 A. Yes. Or she wouldn't have been able to adopt
13 the dog.

14 Q. Okay. So you specifically remember asking
15 Mrs. Todd, after reading this section, do you
16 understand this provision?

17 A. Yes.

18 Q. And then she said she understood it?

19 A. Yes. I would --

20 Q. That's --

21 A. -- not have -- I don't remember -- I remember
22 going over them and reading them to her. And if -- if
23 she didn't understand it, I would not have released the
24 dog to her.

25 Q. All right.

1 A. She made very clear that she was -- she
2 understood and was qualified.

3 Q. Okay. And then the next page of this
4 Exhibit 4 is this adoption release form?

5 A. Yes.

6 Q. Were you the one that had Mrs. Todd sign this
7 document?

8 A. Yes.

9 Q. And again, this -- like the previous form,
10 this required Mrs. Todd to make certain initials?

11 A. Correct.

12 Q. The first paragraph, it says adoption
13 program. It says thank you for choosing to adopt a
14 pet, period.

15 PetSmart and PetSmart Charities supports the
16 adoption process by donating in-store space for use by
17 qualified, comma, pre-approved animal welfare
18 organizations, period.

19 These organizations are not affiliated with
20 PetSmart or PetSmart Charities in any way. We cannot
21 and do not guaranty the health of any of the pets
22 available for adoption, unquote.

23 And then apparently, Mrs. Todd initialed
24 this. In connection with that paragraph, did you
25 explain anything to her in that regard?

1 A. I did not. I did go over each one, and I
2 asked her if she understood what she was signing.

3 Q. And did she say she understood that
4 paragraph?

5 A. She said she understood each paragraph.

6 Q. And then at the -- at the bottom -- well,
7 toward the bottom, it says I hereby release PetSmart,
8 comma, Inc., comma, PetSmart Charities, comma, Inc.,
9 comma, the adoption agency, comma, and their agents of
10 any liabilities related to the adoption of this pet
11 from the adoption program, period, unquote.

12 And then she reportedly signed the document.

13 A. She signed --

14 Q. Did you --

15 A. -- it in front of me.

16 Q. Okay. That was going to be my next question.
17 Did she sign it in front of you?

18 A. Yes.

19 Q. And did you say to her, hey, by signing this
20 document, you're giving up any certain legal rights
21 against PetSmart or PetSmart Charities or the adoption
22 agency?

23 A. I did not.

24 Q. All right. But you did ask her to read it;
25 right?

1 A. I did. And I asked her -- I pointed to each
2 paragraph. And I asked her if she understood what she
3 was signing and initialing to. And she confirmed,
4 yes.

5 So for me, the -- for Exhibit 4 and PetSmart
6 Charities, both are very -- they -- very important to
7 understand.

8 Q. Because these are -- these documents impact
9 someone's legal rights.

10 A. Sure. Yeah.

11 Q. And did you tell Mrs. Todd that it's
12 important to read them, because they could impact her
13 legal rights?

14 A. I -- I did not use that, no. I wouldn't --

15 Q. All right. So then after signing the
16 paperwork, Mrs. Todd leaves with her dog and Chip?

17 A. Um, after that, that -- after we do
18 paperwork, as I'm finishing up and putting it together,
19 then she's walked through, and she has to buy a leash,
20 a collar, a name tag, and everything needed in -- with
21 the adoption.

22 Q. All right.

23 A. And she goes over to the hotel, and she takes
24 her -- so she can get her coupon book. She walks over
25 there, gets her coupon book, and then she goes

1 Q. So my -- that was my question. These notes,
2 was it kind of a synopsis or summary that you prepared
3 after the incident?

4 A. I -- I prepared this for our insurance
5 company. They asked me to.

6 Q. When you say the -- our insurance company,
7 you're talking about --

8 A. A Home --

9 Q. -- the insurance --

10 A. -- 4 Spot.

11 Q. -- the insurance company that ultimately
12 denied coverage?

13 A. Yeah.

14 Q. Okay. All right. So this is something like
15 prepared after the bite incident, as opposed to kind of
16 a chronology, as you're going along?

17 A. Correct.

18 Q. I'll go through, and maybe I'm going to have
19 a few questions about the content.

20 So on page 4, it says after spending
21 approximately an hour, I felt Mrs. Todd had a good
22 understanding and was allowed to proceed with
23 adoption.

24 So did you -- did you spend about an hour
25 with her, explaining the dog's history and other

1 information about Chip before deciding whether she
2 could proceed to adopt him?

3 A. It was more than an hour. But yes.

4 Q. Okay. It was at least an hour.

5 A. Yes.

6 Q. And then in the material that you provided to
7 her, you gave her your cell phone number. Did you give
8 her like a contact information for Mr. Diaz?

9 A. Yes.

10 Q. And when it says here, on page 4, you gave --
11 reached out -- you encouraged her to reach out to the
12 behaviorist.

13 A. Yes.

14 Q. Is that Mr. Diaz?

15 A. Yes.

16 Q. Okay. So in the packet, she got Mr. Diaz' --

17 A. Business --

18 Q. -- contact --

19 A. -- card. Uh-huh.

20 Q. -- was supplied. Okay. Thank you. So in
21 this paperwork, the bottom of page 4, top of page 5, it
22 says that Mrs. Todd told you that the dog Chip had
23 growled at her brother and her husband, but redirected
24 Chip, and it was fine.

25 And then skip a sentence, it says Mrs. Todd

EXHIBIT “7”

DISTRICT COURT
CLARK COUNTY, NEVADA

JAMES E. TODD, individually;)
 RAPHAELA TODD, individually,)
)
 Plaintiffs,)
)
 v.) NO. A-19-788762-C
)
 A HOME 4 SPOT ANIMAL RESCUE, a)
 Nevada Domestic Non-Profit)
 corporation; JANE DOE)
 EMPLOYEE, PETSMART, INC., DOES)
 1 through X; and ROE)
 CORPORATIONS 1 through X,)
 inclusively, jointly and)
 severally,)
)
 Defendants.)
 _____)

REMOTE DEPOSITION OF RAPHAELA TODD
MONDAY, AUGUST 10, 2020

REPORTED REMOTELY BY:
Shana K. Clifford
CSR No. 10154, RPR

1 Q Okay. That's fair.

2 But basically when you encountered that
3 person, did you form any belief as to who -- or what
4 company that person was with?

5 A I assumed it was A Home 4 Spot, but again, I
6 didn't ask for any kind of ID badge. I was there to
7 look at a dog.

8 Q Okay. And how long did you interact with Chip
9 at that point before you spoke with Christina Detisch?

10 A I was there for at least an hour, because I
11 wanted to get to know the dog. I wanted to see how my
12 dog, Minnie, and he interacted, because -- especially a
13 big dog. You don't want to take a big dog home unless
14 they get along with the current dog, which was the whole
15 reason I was there.

16 Q Right.

17 A So Minnie's stump was wagging. Chip's tail
18 was wagging. He was nuzzling my leg. He was licking
19 me. He was a real sweetheart. He seemed like a real
20 sweetheart. And I just -- I just fell in love with him.
21 I thought he was a sweet dog.

22 Q And then at some point in time, did you talk
23 with Christina Detisch?

24 A Christina came over when I expressed an
25 interest in adopting Chip. I was there, at this point,

1 to A Home 4 Spot, if you know?

2 A Yes. It was actually a debit card. So I did
3 a hundred on the debit card and 150 cash.

4 Q All right. And then this other document here
5 that's got an A -- Bates stamp AHFS8:001 --

6 A Uh-huh.

7 Q -- is this your handwriting at the top? The
8 email address, the doctor's name?

9 A Yes.

10 Q So you filled this out as well?

11 A Yes.

12 Q Did you read this document?

13 A I guess. Quickly, I guess. I mean, it was a
14 very busy room and lots going on around me. And so --

15 Q All right. So each of these paragraphs,
16 almost all of the paragraphs you had to initial. Did
17 you read each paragraph before you initialed them?

18 A I probably did at the time. Like I said, this
19 is two and a half years ago.

20 Q All right. So Ms. Detisch, when we took her
21 deposition --

22 A Mm-hmm.

23 Q -- she indicated that she went over this
24 document with you kind of paragraph by paragraph.

25 A No. She just gave it to me and told me to

1 fill it out, which I was, and stopped filling it out
2 once she mentioned the previous nip incident. So no,
3 she didn't explain paragraph by paragraph. That's not
4 true.

5 Q Ms. Detisch said that she provided you with
6 the file from The Animal Foundation before beginning the
7 adoption paperwork.

8 Did that happen?

9 A That is a lie. I was not provided with
10 anything aside from the adoption starter kit, some
11 coupons, this document I filled out. She emailed the
12 shot records after I took him home. And like I said
13 before, I didn't open the email, because it was just
14 shot records, which I was going to share with my
15 veterinarian. So no, she didn't give me any documents
16 on his history while I was there.

17 Q All right. So -- and just for the record,
18 Ms. Detisch testified that Exhibit 1 were the
19 adoption -- Animal Foundation documents that she
20 provided to you before you started filling out the
21 adoption paperwork. And that's -- and based on your
22 recollection, that did not happen; true?

23 A It's an outright lie. That did not happen.

24 Q And then Ms. Detisch also testified that she
25 asked you if you had any questions about Chip's file

1 before presenting you with the adoption papers.

2 Q Did that happen?

3 A No, it didn't.

4 Q All right. And then Ms. Detisch indicated
5 that she explained each section of the adoption
6 agreement as you went over it. That's this part of it
7 here where you had to initial it.

8 Q Did she go through each of these little
9 sections before you had to initial the first two pages
10 of Exhibit 4?

11 A No. She just gave me the paperwork and told
12 me to read and initial.

13 Q Did Ms. Detisch tell that you Chip was a
14 rescue dog and that A Home 4 Spot made no
15 representations or warranties about the dog?

16 A No. I knew she was -- all their dogs are
17 rescue dogs.

18 Q Right. But did she tell you that?

19 A No. It was a very hectic atmosphere. There
20 was a lot going on. There was a lot of people looking
21 at dogs. So she wasn't explaining things. She gave me
22 the paper, told me to read it, sign, initial. So no.

23 Q I have her depo. I'm just kind of going
24 through her testimony and seeing what testimony you have
25 about these subjects.

1 A Uh-huh.

2 Q Ms. Detisch also said that she explained to
3 you that you were signing a release and that A Home 4
4 Spot had no liability for any legal, medical, or other
5 expense incurred as a result of the adoption.

6 Did she explain that to you?

7 A Again, she gave me the paper, told me to read,
8 initial, sign.

9 Q All right. Did she say anything about signing
10 a release?

11 A No. Like I just said, she gave me the paper.
12 "Read, initial, sign." And she kept saying about what a
13 gentle giant he is. "He's a big mush. He's going to be
14 so happy in your home. I can tell." She even gave me a
15 hug when I left, with tears in her eyes, because she was
16 so happy he found his forever home.

17 Q Did Ms. Detisch use any term, in discussing
18 this adoption process with you -- anything about A Home
19 4 Spot would have no legal liability?

20 A No. Our conversation was strictly focused on
21 the dog and what a big gentle giant he was and a big
22 mush.

23 Q Right.

24 A That was our conversation.

25 Q Okay. And then this document, this part of

1 Exhibit 4 that's AHFS8:001 --

2 A Mm-hmm.

3 Q -- you filled this out; correct?

4 A Yes.

5 Q And then you initialed each little paragraph
6 within the body of the document?

7 A Uh-huh. Yep.

8 Q And then at the very top, underneath your
9 name -- where you fill in your name and address and
10 phone number, it says, "Please read carefully and sign
11 below."

12 Did you see that before you signed it?

13 A Probably. I can't remember. It's such a long
14 time ago.

15 Q I mean, you're in the legal --

16 A Mm-hmm.

17 Q -- business. You work for a defense firm.

18 Have you encountered cases where people have
19 signed waivers and releases before they participate in
20 an event?

21 A Oh, probably.

22 Q Yeah. I know the firm Wood Henning, and they
23 do kind of a lot of what we do.

24 A Mm-hmm.

25 Q So my question here on this form, part of

1 Exhibit 4, it says, "Adoption Program." And it says:

2 "Thank you for choosing to adopt a
3 pet. PetSmart and PetSmart Charities
4 supports the adoption process by donating
5 in-store space for use by qualified,
6 pre-approved animal welfare organizations.
7 These organizations are not affiliated
8 with PetSmart or PetSmart Charities in any
9 way. We cannot, and do not, guarantee the
10 health of any of the pets available for
11 adoption."

12 And then it says, "Initial." Is that your
13 initial there?

14 A From what I can see, it looks like it.

15 Q And then -- so you initialed it, indicating
16 you read and understood that paragraph?

17 A I guess.

18 Q All right. So you knew that A Home 4 Spot was
19 not affiliated with PetSmart or PetSmart Charities in
20 any way; is that correct?

21 MR. ASKEROTH: I'm going to object to form to
22 that question.

23 You can answer.

24 THE DEPONENT: You know, in all fairness, it
25 was inside of a PetSmart. And I got this adoption

1 starter kit that says, "PetSmart Adoption Starter Kit."
2 And so you just kind of assume that they go hand in
3 hand, that they're one and the same, that they work
4 together, that they're together.

5 And so, since PetSmart was one of my favorite
6 places and I, you know -- I just -- I just assumed that
7 you guys are kind of in the same boat with them, that
8 you stand behind the pets that they let out. I mean,
9 I -- I can't walk into a PetSmart right now without my
10 skin crawling, because it brings back the memories.

11 Q No one wants you to assume. Any assumptions
12 do not get admitted into evidence. And the old adage,
13 you know how they spell "assume"; right?

14 A So I've heard.

15 Q So in connection with this document that we're
16 talking about, it was a document that disclosed to you
17 that A Home 4 Spot was not affiliated with PetSmart or
18 PetSmart Charities prior to the adoption process;
19 correct?

20 A Again, I guess that's what it says.

21 Q Under this other -- same document, there's a
22 couple other places for signatures -- I'm sorry -- for
23 initials and then, ultimately, a signature.

24 Are these your initials and signatures on this
25 particular page?

1 A It looks like it, yes.

2 Q And then at the bottom it says:

3 "I hereby release PetSmart, Inc.,
4 PetSmart Charities, and the adoption
5 agency, and their agents of any
6 liabilities related to the adoption of
7 this pet from the adoption program."

8 Did you read that before signing it?

9 A Probably did. Like I said, it was -- it was a
10 quick, you know, "Sign here, sign here, read here,
11 initial here." So I probably did.

12 Q Okay. Was there anything in this particular
13 document language-wise that you did not understand?

14 MR. ASKEROTH: Object to form.

15 THE DEPONENT: Should I answer?

16 MR. ASKEROTH: Yeah, you can answer that.

17 THE DEPONENT: Okay. I read it quickly, so --
18 I'm sure, reading it -- I mean, I can understand it,
19 reading it right now at this given moment. So I'm sure
20 I read through it quickly.

21 Q BY MR. AMARO: All right. And at the time
22 that you read through it, initialed it, and signed it,
23 was there any language that you did not understand at
24 the time?

25 A Again, I read through it quickly, and so I

1 don't know. I don't know how to answer that question.

2 Q All right. As you sit here today, can you
3 think back about anything that was unclear in your mind
4 or you were unsure of, you didn't understand the
5 language?

6 A Well, I was there. I was excited to adopt a
7 dog and save a dog from, you know -- from the kennels.
8 I was happy to be contributing to a charity, bringing a
9 family member home for Minnie. I was reading things
10 quickly. I was initialing here, signing there so I can
11 take home our new family member.

12 Q Right. No, I appreciate all that, but my
13 question was really more kind of simple.

14 Is there anything that, as you think back at
15 the time you read this, that there was some provision or
16 some word that you didn't understand?

17 A No.

18 Q Okay. Did you have any questions of the Home
19 4 Spot people about this particular document, AHFS8:001?

20 A I had no questions because they, apparently,
21 were telling me this dog was so wonderful. So, you
22 know, they probably would have lied to me anyway.

23 MR. AMARO: So let's take a few-minute break
24 real quick. I'm going to drop this exhibit in, and
25 we'll come back in maybe four or five minutes.

1 forgive me, do I take back a file and I drop it into the
2 chat box? Is that how I -- sorry. All right.

3 So for the next exhibit in order, I'm going to
4 drop the -- my copy of the adoption agreement that I
5 referred to. I'm going to try. Sorry. I'm going to --
6 okay.

7 So for the court reporter, here is the next --
8 is the adoption agreement I referred to. And then here
9 is the PetSmart adoption release form for the next
10 exhibit in order that I referred to.

11 Okay. That's all I have. Thanks.

12

13

EXAMINATION

14 Q BY MR. ASKEROTH: I have just one question
15 just to clarify something that you stated with
16 Mr. Kenyon.

17 He showed you an adoption release form from
18 PetSmart Charities. Do you recall an employee from
19 PetSmart reviewing that document with you at any time
20 when you were there at PetSmart?

21 A I don't know. I don't think so. It was
22 largely Christina doing everything.

23 Q Okay. So you don't have a recollection of
24 having any discussions with anyone from PetSmart at the
25 time that you were reviewing the documents?

1 A No, I don't.

2 MR. ASKEROTH: Okay. No other questions.

3 MR. AMARO: Okay. So Jay is still sharing his
4 screen. Mr. Kenyon shared a screen. So what's up there
5 now is the A Home 4 Spot Animal Rescue for Mrs. Todd.
6 It's the same document as Exhibit 4, but a better copy.
7 So we're marking this as Exhibit 9, a better copy.

8 (Exhibit 9 subsequently marked.)

9 MR. AMARO: And then Exhibit 10 is the
10 adoption release, which was also made part of Exhibit 4.
11 So we're attaching that separately -- and it's a better
12 copy -- as Exhibit 10.

13 (Exhibit 10 subsequently marked.)

14 MR. AMARO: So, Jay, if you see on the bottom
15 of your screen, "unshare screen."

16 MR. KENYON: Thank you.

17 MR. AMARO: There you go. We're good to go
18 there.

19 MR. KENYON: Who knows what could have popped
20 up?

21 MR. AMARO: Yeah, we could've, like, saw all
22 your secret notes.

23 I don't have any further questions. Anybody
24 else?

25 MR. ASKEROTH: No questions from us.

EXHIBIT “8”

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3
4 JAMES TODD, individually; RAPHAELA)
TODD, individually,)
5)
Plaintiffs,)
6) CASE NO: A-19-788762-C
))
7 vs.) DEPT NO: 16
))
8 A HOME 4 SPOT ANIMAL RESCUE, a)
Nevada Domestic Non-Profit)
9 Corporation; JANE DOES EMPLOYEE;)
PETSMART, INC.; DOES I through X;)
10 and ROE CORPORATIONS I through X,)
Inclusive jointly and severally,)
11)
Defendants.)
12)
AND RELATED CROSS ACTIONS.)
13)
14
15
16 DEPOSITION BY ZOOM OF LINDSAY DEL CHIARO
17 30(b)(6) for PETSMART, INC.
18 LAS VEGAS, NEVADA
19 THURSDAY, AUGUST 27, 2020
20
21
22
23
24 REPORTED BY: VANESSA LOPEZ, CCR NO. 902
25 LST JOB NO.: 656142

1 subject adoption through a Petsmart adoption charity event?

2 A. No, I don't believe so. We don't get involved in
3 those operative details of how the partner does the
4 adoptions and we don't have knowledge of the history of the
5 animals.

6 Q. And in regards to Topic No. 1 regarding contracts,
7 writings, and agreements, as well as any addendum thereto
8 between the defendants or any one of them concerning the
9 agreement permitting A Home 4 Spot to perform adoptions on
10 the premises of Petsmart, I think you've already kind of
11 gone into this, but does Petsmart require charities to enter
12 into an agreement or contract prior to performing adoptions
13 through adoption day events?

14 A. Yes, so they must be an approved adoption partner
15 which is really more of a partnership in mission to find
16 homeless animals homes.

17 They actually serve as independent contractors
18 which is outlined in that agreement, as well as any adoption
19 release form, but upon the vetting of the organization and
20 deciding that, yes, they are eligible to be an adoption
21 partner, they are approved and they -- the organization, as
22 well as a representative from Petsmart Charities signs an
23 agreement saying that they are allowed to do adoptions in
24 store.

25 Q. And what's the name?

1 A. Yes.

2 Q. All right. And this -- this one is signed on
3 June 14, 2013. According to your knowledge, there's no
4 other adoption or agreement to participate in the
5 Petsmart/Petsmart Charities adoption program, other than the
6 2013 agreement and the 2011 agreement. Correct?

7 A. That is correct.

8 Q. Okay. In paragraph 2, about, let's see -- one,
9 two, three -- four lines down, it states, Having a presence
10 in a Petsmart store also means that you, your employees, and
11 volunteers, as well as the adoptable pets you display may be
12 viewed by the public as representatives of Petsmart, even
13 though you are not.

14 Why is that in the agreement?

15 A. Because as outlined before, these organizations
16 are independent contractors with Petsmart Charities and
17 Petsmart. Petsmart Charities does not take dictate how they
18 run their business or how they run their adoption program,
19 what they charge, how they vet their animals.

20 Q. Do you agree that, based on this statement and
21 based on your understanding of the adoption process -- is it
22 reasonable for store patrons to view agency partners as
23 employees of Petsmart?

24 MR. AMARO: Objection. Overbroad as phrased. It
25 also calls for a legal conclusion as to the term

1 or pets that have shown signs of aggression or illness
2 outside of -- outside of Petsmart?

3 MR. KENYON: I object. Calls for a legal
4 conclusion. The document speaks for itself.

5 Q. (By Mr. Askeroth) You can answer.

6 A. Yes, pets that have been shown to be aggressive
7 may not be allowed back into the store.

8 Q. Whether that aggression is shown at a previous
9 adoption day event or outside of the store. Is that
10 correct?

11 MR. KENYON: Same objection.

12 THE WITNESS: We don't --

13 Q. (By Mr. Askeroth) Noted. I think he said "same
14 objection."

15 A. We don't have knowledge of the behavior, nor could
16 we have knowledge of the behavior of an animal outside of
17 the store. So we ask that the organization use their best
18 judgment that the animal is healthy and behaviorally sound.
19 And if there's an issue at the store, they need to remove
20 the animal and they may not be brought back.

21 Q. If a dog is adopted at a charity event and the
22 adoption, for whatever reason, is unsuccessful and the dog
23 is brought back because of behavior and aggression issues
24 and then the dog is attempted to be adopted through
25 Petsmart -- through the adoption program at Petsmart, the

1 suspension.

2 Q. And that communication was in the form of an
3 e-mail?

4 A. Yes.

5 Q. And other than that communication between Gail and
6 A Home 4 Spot, are you aware of any other documentation
7 relating to that complaint?

8 A. No, I am not.

9 Q. And you referenced the adoption partner manual
10 previously as part of the pre-qualification process.

11 What -- just briefly, what is the adoption partner manual?

12 A. It is a manual that outlines how adoptions can
13 take place in Petsmart stores and what we ask of our
14 partners to ensure, overall, the health and safety of both
15 the pets and the people while in Petsmart stores.

16 Q. And so it's a -- would you agree it's a set of
17 guidelines to instruct the partner on how to properly
18 perform an adoption at a Petsmart location?

19 MR. AMARO: Overbroad as phrased. Go ahead.

20 THE WITNESS: We do not -- we do not tell them how
21 they must run their adoption, but there are other things
22 there, such as policies and procedures, around cleaning the
23 area and some of the pieces that you had already brought up
24 in the contract. But we do not get into the operative
25 details on how they run their adoptions or their business in

1 partners were not, in fact, employees or affiliated with
2 Petsmart, what sort of documentation did Petsmart Charities
3 ask the respective pet parents or adopting parents to fill
4 out?

5 A. They do have to fill out or sign that adoption
6 release form that does call out that the organization is
7 separate from Petsmart and Petsmart Charities.
8 Additionally, throughout the store, we do maintain signage
9 with the name of the organization in an attempt to
10 communicate to the -- to any customer that it is the
11 organization -- the animal welfare organization that is
12 there is a separate entity and they are the ones that are
13 showing the animals, but the contract also calls out that we
14 are separate.

15 Q. All right. And when we say "the contract," that's
16 the document that Mr. Askeroth showed you that's Exhibit 2?
17 That's that adoption release form?

18 A. That is correct.

19 MR. KENYON: All right. Those are the issues I
20 wanted to clarify. Thank you for that clarification.
21 That's all I have.

22 MR. ASKEROTH: All right. I don't think I have
23 anything else. I just wanted to ask: Do you feel like
24 you've been given a fair opportunity to answer all the
25 questions today?

1 STATE OF NEVADA)
2 COUNTY OF CLARK)

2

3

CERTIFICATE OF REPORTER

4

5

6

I, Vanessa Lopez, a duly commissioned and licensed court reporter, Clark County, State of Nevada, do hereby certify:

7

8

9

That I reported the taking of the deposition of LINDSAY DEL CHIARO, commencing on Thursday, August 27, 2020, at the hour of 9:34 a.m.;

10

11

12

13

14

That the witness was, by me, duly sworn to testify to the truth and that I thereafter transcribed my said shorthand notes into typewriting, and that the typewritten transcript of said deposition is a complete, true, and accurate transcription of said shorthand notes;

15

16

17

18

I further certify that I am not a relative or employee of any of the parties involved in said action, nor a relative or employee of an attorney involved in nor a person financially interested in said action;

19

20

That the reading and signing of the transcript was requested.

21

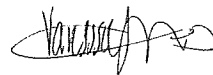
22

23

IN WITNESS WHEREOF, I have hereunto set my hand in my office in the County of Clark, State of Nevada, this 14th day of September, 2020.

24

25



VANESSA LOPEZ, CCR NO. 902