

EXHIBIT A

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

E-FILED
12/26/2019 11:34 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
19CV360764
Reviewed By: J. Duong
Envelope: 3812465

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

WAG LABS, INC., a Delaware Corporation, and DOES 1-20, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

WAG HOTELS, INC., a Delaware Corporation

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
191 North First Street, San Jose, California 95113

CASE NUMBER:
(Número del Caso):
19CV360764

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jeffrey A. Baruh, Esq. (SBN: 87842); Matthew Y. Minae (SBN: 312686) Fax No.: (408) 341-0250
Adleson, Hess & Kelly, a Professional Corporation Phone No.: (408) 341-0234
577 Salmar Avenue, 2nd Floor, Campbell, CA 95008

DATE: 12/26/2019 11:34 AM Clerk of Court J. Duong Deputy (Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):



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5 mminae@ahklaw.com

6 Attorneys for Plaintiff,
7 WAG HOTELS, INC.

9 IN AND FOR THE SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF SANTA CLARA
11 (Unlimited Jurisdiction Case)

12 WAG HOTELS, INC., a Delaware
13 Corporation,
14 Plaintiff,
15 v.
16 WAG LABS, INC., a Delaware
17 Corporation, and DOES 1-20 inclusive,
18 Defendants.

CASE NO.: 19CV360764

**PLAINTIFF WAG HOTELS, INC.'S
COMPLAINT FOR:**

1. BREACH OF CONTRACT;
 2. BREACH OF IMPLIED COVENANT
OF GOOD FAITH AND FAIR
DEALING;
 3. CANCELLATION OF TRADEMARK
 4. TRADEMARK INFRINGEMENT;
 5. CALIFORNIA STATUTORY
UNFAIR COMPETITION; and
 6. DECLARATORY RELIEF
- [JURY TRIAL DEMANDED]

25 Wag Hotels, Inc. ("WAG"), as and for its claims against Defendant Wag Labs, Inc.
26 ("Wag Labs") alleges as follows:

THE PARTIES

- 27
28
29
30 1. **WAG** is, and at all times herein relevant has been, a limited liability corporation

1 established under the laws of the State of Delaware, authorized to do business in this State of
2 California and doing business in this County of Santa Clara, including at its WAG Hotel facility
3 in Santa Clara.

4 2. WAG is informed and believes and thereon alleges that Wag Labs is, and at all
5 times herein relevant has been, a Delaware corporation, authorized to do business and doing
6 business in the State of California, and in this County of Santa Clara at its Mountain View
7 office, in addition to its principal place of business in West Hollywood, California.

8 3. The identity, capacity and basis of liability of the defendants sued herein as Does
9 1-20 is presently unknown to WAG, who join such defendants by these fictitious names. WAG
10 will amend this complaint to substitute the true names and/or basis of liability of such fictitiously
11 named defendants when the same becomes known or discovered.

12 4. WAG is informed and believes and thereon alleges that Wag Labs and the
13 other defendants, including those fictitiously named, are, and at all times herein relevant were,
14 the agents, representatives, members, managers, partners, joint venturers, alter egos,
15 shareholders, officers, directors, employers, employees, parents, subsidiaries and affiliated
16 entities of each of the other defendants, and that in breaching the Settlement Agreement with
17 WAG effective June 15, 2016 (hereafter the 'Settlement' or 'Agreement') and committing the
18 other violations of WAG's legal and statutory rights hereinafter alleged, all such defendants,
19 including those fictitiously named, were acting within the scope of their authority, and/or with
20 the consent, express and/or implied, of the other defendants, and/or that all such other
21 defendants subsequently ratified those breaches of the Settlement Agreement and other
22 violations of legal and statutory duties hereinafter alleged.

23 JURISDICTION AND VENUE

24 5. Personal jurisdiction and venue are proper in this County insofar as WAG's
25 claims arise out of Wag Labs' breach of a contract [the 'Agreement'] which was to be
26 performed in this County, among others in California, and which breach of that Settlement
27 Agreement occurred in this County among others in California.

28 6. WAG is further informed and believes and thereon alleges that jurisdiction and

1 venue are also proper in this County insofar as **WAG**'s business in this County is directly
2 related to the allegations of contractual breaches and statutory violations hereinafter set forth,
3 including, but not limited to: **Wag Labs**' infringement of **WAG**'s trademark and **Wag Labs**'
4 other acts of unfair competition hereinafter alleged, including its marketing, distribution, display
5 and/or sale of infringing services bearing confusingly similar imitations of **WAG**'s trademark,
6 occurred in this County .

7 **ALLEGATIONS COMMON TO ALL COURTS**

8 7. **WAG** is, and at all times herein relevant, has been in the business of operating
9 pet resort facilities in multiple locations in California, including in this County of Santa Clara,
10 providing services including boarding, pet-sitting, grooming, training and exercise services.

11 8. **WAG** began using the terms **WAG** and **WAG HOTELS** as trademarks for its
12 services in or around October 2005.

13 9. On or about July 15th, 2008, **WAG** received a registration in the U.S. Trademark
14 Office for the 'service mark' **WAG**, U.S. Trademark Registration No. 3465083, covering kennel
15 services ("the **Mark**").

16 10. At all times herein relevant, the services that **WAG** has and continues to offer in
17 connection with its kennel and pet care services include boarding, training, grooming, bathing,
18 dog-walking and other exercise. **WAG** provides these services to clients who kennel/board
19 their pets at **WAG**'s facilities overnight, and also to clients who kennel/board their pets at
20 **WAG**'s facilities temporarily during the day.

21 11. At all times herein relevant, **WAG** has used and promoted, and continues to use
22 and promote, the **Mark** extensively, such that it has acquired valuable goodwill and the **Mark**
23 has come to be recognized as identifying the quality and range of services and exquisite care
24 offered by **WAG**.

25 12. **WAG** is informed and believes and thereon alleges that **Wag Labs** is in the
26 business of providing temporary use of on-line non-downloadable software for coordinating pet
27 care services in the form of dog-walking and pet sitting through its mobile app.

28 13. **WAG** is informed and believes and thereon alleges that commencing in or

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