

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL**



In the Matter of:
District Dogs, Inc.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“Assurance”) is entered into by the Attorney General for the District of Columbia (“Attorney General” or “OAG”) and District Dogs, Inc. (“District Dogs”) (collectively with the Attorney General, the “Parties”). The Parties agree as follows:

I. THE PARTIES

1. OAG is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’ fees for alleged violations of the District of Columbia’s consumer protection laws, including the Consumer Protection Procedures Act (“CPPA”), D.C. Code §§ 28-3901, *et seq.* Pursuant to D.C. Code § 28-3909(c), the Attorney General is authorized to negotiate and enter into agreements for compliance by merchants with the provisions of the CPPA.
2. District Dogs is a company that provides dog grooming, daycare, and boarding services in the District of Columbia.

II. DEFINITIONS

3. “Consumer” shall include the definition contained in D.C. Code § 28-3901(a)(2) and, for purposes of this Assurance only, shall refer to any resident of the District of Columbia or individual who purchased or received any good or service, either in person or through District Dogs’ website or mobile application, within the geographic boundaries of the District of Columbia.

4. “Northeast Location” means the District Dogs, Inc. facilities located at 680 Rhode Island Ave NE, Washington, DC 20002

5. “Relevant Time Period” shall refer from the date District Dogs, Inc. opened the Northeast Location to August 14, 2023.

6. “Effective Date” shall mean the last date upon which any party executes this Assurance.

III. DISTRICT’S ALLEGATIONS

7. District Dogs provided dog care services at its Northeast Location between May 2022 and August 2023.

8. The District alleges that throughout the Relevant Time Period, District Dogs made numerous representations to Consumers assuring them that dogs in its care would be safe. The safety of dogs was, and remains, central to District Dogs’ business model.

9. The Northeast Location flooded three times in 2022—on July 16, August 5, and August 10. Following the August 10, 2022, flood, District Dogs sent some Consumers an email regarding flooding and posted the same statement on social media.

10. The District alleges that the statement downplayed the flooding and mentioned specific measures that District Dogs was taking to prevent future flooding issues, representing to Consumers that dogs would be safe in District Dogs' care.

11. The District alleges that contrary to representations made in that statement, District Dogs internally expressed concern of the serious risk that future flooding could threaten the safety of dogs in its care.

12. The Northeast Location flooded again on August 14, 2023, resulting in the death of 10 dogs in District Dogs' care.

13. The District alleges that District Dogs did not have an official policy to monitor weather alerts nor notify Consumers of inclement weather; while District Dogs did have an emergency procedure, it did not contain an evacuation plan and otherwise lacked detail.

14. The CPPA prohibits any person from engaging in an unfair or deceptive trade practice.

15. The District alleges that District Dogs engaged in unlawful trade practices under the CPPA by 1) misrepresenting that each dog in its care would enjoy a safe and healthy experience; 2) misrepresenting that flood prevention measures were sufficient to keep dogs safe during future flooding events, but failing to maintain and implement adequate training, emergency, and evacuation procedures; 3) misrepresenting and/or failing to disclose to Consumers the frequency and severity of flooding at the Northeast location; and 4) failing to disclose the risks to dogs as a result of flooding at the Northeast location.

16. District Dogs denies all of OAG's allegations and claims, including that it has violated any consumer protection laws, including the CPPA or that it made any representation as

alleged by the District. Nothing contained in this Assurance is or may be construed to be an admission by District Dogs of any violation of law or regulation, of any other matter of fact or law, or of any liability or wrongdoing.

IV. APPLICATION

17. The Parties have agreed to the terms of this Assurance to fully resolve OAG's allegations against District Dogs.

18. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to District Dogs, its subsidiaries, successors and assigns, and its officers and employees.

19. The terms of this Assurance shall apply to District Dogs' conduct in connection with its offer and provision of dog grooming, daycare, and boarding services in the District of Columbia.

20. By entering into this Assurance, the Parties are neither extinguishing any rights otherwise available to Consumers, nor creating any rights not otherwise available under the laws of the District of Columbia, except to the extent that they are resolving all issues or claims that OAG could have brought under the CPPA related to the matters described herein.

V. INJUNCTIVE TERMS

21. District Dogs shall permanently close the Northeast facility and shall not reopen it for dog grooming, daycare, or boarding services.

22. Upon the Effective Date, District Dogs shall have initiated the process to obtain a risk management certification at all of its remaining locations in the District from the International Boarding & Pet Services Association ("IBPSA"). District Dogs shall work in good

faith to obtain a risk management certification for all remaining locations until such time as certification is obtained. For any new locations opened in the District after the Effective Date, District Dogs shall initiate the process of obtaining a risk management certification within 30 days of opening and shall work in good faith to obtain certification until such time as certification is obtained.

23. In the event that certification is not obtained for all remaining District Dogs locations in the District within 180 days of the Effective Date, or for any new locations with 180 days of opening, District Dogs shall meet and confer with the Office of the Attorney General to discuss the progress of its efforts to obtain certification.

24. Within 90 days from the Effective Date, District Dogs shall develop and maintain, in connection with its efforts to obtain IBPSA certification, emergency response and evacuation procedures specific to each facility located in the District, including but not limited to the following:

- a. designated route assignments;
- b. designated rescue and medical duties;
- c. alarm system that notifies employees of emergency;
- d. a clear chain of command;
- e. a clear checklist of sequential steps; and
- f. a system to account for each dog on site during emergencies.

25. To the extent that any category of procedures specified in paragraph 24 (a)-(f) is not within IBPSA's expertise, as outlined in IBPSA's certification-related materials, then District Dogs shall independently develop and maintain reasonable procedures identified by that category.

26. District Dogs shall consult with and obtain approval from IBPSA prior to making any revisions or updates to the emergency response and evacuation procedures required under paragraph 24 and subject to paragraph 25.

27. Within 90 days from the Effective Date, District Dogs shall conduct employee training on the emergency response and evacuation procedures for each employee who works at a facility located in the District. Each District Dogs employee shall complete a separate training for every District Dogs location at which the employee works within the District. District Dogs shall conduct employee training annually and within a reasonable time after District Dogs:

- a. hires a new employee;
- b. hires an existing employee to work at a new location;
- c. changes the layout or design of a facility; or
- d. revises or updates its emergency response and evacuation procedures.

28. District Dogs shall disclose its emergency response and evacuation procedures to Consumers upon request.

VI. COSTS AND PAYMENT TO THE DISTRICT

29. District Dogs shall pay a total of \$100,000 as a payment to the District. District Dogs shall make that payment within 30 days of the Effective Date. Payment under this paragraph shall be made either by wire transfer or ACH transfer or certified check made out to the D.C. Treasurer and delivered to OAG consistent with instructions from OAG. The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation; placement of this payment in the District's restitution fund or litigation support fund; or for other uses

permitted by District law, at the sole discretion of the OAG. District Dogs agrees to cooperate with reasonable requests from the District necessary to obtain any modification to the language of this paragraph needed to facilitate the administration of the District's payment under this paragraph.

30. Upon execution of this Assurance, District Dogs shall provide the District with its Taxpayer Identification Number (TIN).

VII. REPORTING

31. Within 90 days of the Effective Date of this Assurance or such later time as agreed to by the District, District Dogs shall certify that it has met its obligations under paragraphs 24-27. District Dogs shall satisfy this requirement by providing the District with the following:

- a. a copy of the emergency response and evacuation procedure for each District Dogs location in the District and the date the procedures went into effect;
- b. a report, signed under penalty of perjury, certifying that all District Dogs employees have undergone training on District Dogs' emergency policies and procedures and the date the employees underwent training.

32. District Dogs shall provide a copy of the risk management certification discussed in paragraph 22 for each District Dogs location within 15 days of obtaining it.

VIII. RELEASE

33. By execution of this Assurance, and following payment of the \$100,000 required under paragraph 28, the Attorney General terminates its investigation into District Dogs' conduct arising out of, resulting from, and/or relating to the factual allegations set forth in Part III, *supra*, and shall release and discharge, to the fullest extent permitted by law, District Dogs from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties the Attorney General

has asserted or could have asserted under the CPPA relating to the factual allegations set forth in Part III as of the date this Assurance is executed by all Parties.

IX. ADDITIONAL TERMS

34. Any breach of the injunctive terms contained in this Assurance shall be considered an unlawful trade practice that violates the CPPA.

35. District Dogs shall not cause or encourage any third-parties, or knowingly permit third-parties acting on its behalf, to engage in any practices from which District Dogs is prohibited by this Assurance.

36. District Dogs shall not participate, directly or indirectly, in any activity, or form any corporate entity or corporation, for the purpose of circumventing any part of this Assurance or the spirit or purpose of this Assurance.

37. Nothing contained herein shall be construed as relieving District Dogs of the obligation to comply with all District laws, regulations, or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

38. The Parties understand and agree that this Assurance will not be construed as an approval or sanction by the Attorney General of District Dogs' business practices, nor will District Dogs represent that this Assurance constitutes an approval or sanction of its business practices.

39. This Assurance shall be considered effective and fully executed on the last date on which any party executes the Assurance. This Assurance may be executed in counterparts,

and copies of signature pages transmitted electronically shall have the same effect as originals of those signature pages.

40. All notices and reports under this Assurance shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Lindsay Marks
Assistant Attorney General, Office of Consumer Protection
Office of the Attorney General for the District of Columbia
400 6th Street, N.W., 10th Floor
Washington, D.C. 20001
lindsay.marks@dc.gov

For District Dogs:

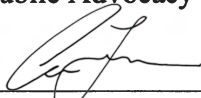
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Date: 8/29/24

FOR DISTRICT DOGS:



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Date: 8/29/24