

**IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI**

CARLA HUTSON,

Plaintiff,

v.

**PET GARDEN, INC.,
a Missouri Corporation**

**Serve Registered Agent:
Arthur L. Meyer
6131 Ronald Reagan Dr.
Lake Saint Louis, MO 63367-2678**

and

**PETLAND, INC.,
an Ohio Corporation**

**Serve Statutory Agent:
Cynthia G. Schumaker
129 E. Main St., Suite 2
Chillicothe, OH 45601**

Defendants.

Cause No. _____

JURY TRIAL DEMANDED

PETITION

Plaintiff Carla Hutson, by and through her undersigned counsel, and as for her Petition against Defendants Pet Garden, Inc. and Petland, Inc., hereby alleges as follows:

SUMMARY OF CLAIMS

1. A dog is a man's best friend—a truism based on reality for millions of Americans, who almost universally see their companion animals as members of the family.¹ Even fifty-one

¹ Anna Brown, *About Half of U.S. Pet Owners Say Their Pets Are as Much a Part of Their Family as a Human Member*, PEW RSCH. CTR. (July 7, 2023),

percent of households with animals say that the animals are as much members of the family as any human.²

2. Approximately 56 million households in the United States include at least one dog.³ The American Kennel Club (“AKC”) reporting in 2020 that over half of US dogs were “purebred.”⁴

3. The demand for purebred dogs relies almost exclusively on aesthetics, with dogs bred to exhibit specific or unique physical characteristics. To meet this demand, breeders frequently resort to inbreeding—pairing grandparents with grandchildren or parents with their own offspring—and other practices, such as eschewing readily available health screenings, that enable higher and cheaper volume breeding of AKC-compliant dogs. The result is that numerous AKC-recognized breeds suffer from endemic, painful, and frequently terminal conditions.

4. Petland and its franchises describe themselves as the global leader in the pet retail industry, while also marketing themselves as selling healthy dogs from breeders meeting the highest standards. For example, they brag to customers, both online and in-store, that their standards for breeders go above and beyond industry norms and bare-minimum legal requirements, implicitly—and in some cases, explicitly—guaranteeing healthy dogs.

5. In reality, Defendants deceive their customers into buying dogs from large-scale breeders, sometimes referred to as “puppy mills.” Defendants sell these dogs for thousands of dollars, despite knowing they are frequently born with congenital and acute health issues.

<https://www.pewresearch.org/short-reads/2023/07/07/about-half-us-of-pet-owners-say-their-pets-are-as-much-a-part-of-their-family-as-a-human-member/>.

² *Id.*

³ *U.S. Pet Ownership Statistics*, AM. VETERINARY MED. ASS’N, <https://www.avma.org/resources-tools/reports-statistics/us-pet-ownership-statistics> (last visited June 12, 2026).

⁴ Harriet Meyers, *Current Trends in Pet Spending 2021-2022*, AM. KENNEL CLUB (Sep. 29, 2021), <https://www.akc.org/expert-advice/lifestyle/current-trends-pet-spending-2021-2022/>.

6. Carla Hutson was one of these customers. She believed she was purchasing a healthy dog, a Cavalier King Charles Spaniel named Seven, who had been bred under what she was told were the highest standards, including standards that would prevent common health defects.



7. These were lies. Seven was born in a massive puppy breeding operation in Ohio, taken from his mother at just a few weeks old, and transported for hours by a large-scale puppy broker to Missouri. Once there, he was put up for sale at Petland Lake St. Louis. At some point during this chaotic start to his life, Seven was exposed to the parasitic infection giardia. And even before then, Seven was effectively doomed to a lifetime of pain and suffering the moment the

decision was made to breed his parents—as this guaranteed that Seven was born with an incurable neurological condition called Chiari-like malformation.

8. This was by design to maximize Petland’s profits. Defendants do not source dogs from more expensive breeders implementing “the highest” industry standards and practices. Instead, Defendants intentionally sell consumers like Ms. Hutson dogs bred in bare minimum conditions who are likely to suffer from both acute and chronic conditions.

9. Specifically, Defendants know that consumers will pay more for dogs promised to be healthy and bred in superior conditions by the best breeders. Defendants, knowing neither is true about the puppies they sell, falsely claim that the dogs they sell are purchased from “the best” breeders, that their standards for breeders are the “highest” and “go above and beyond government and industry standards,” and that all the dogs they sell are certified as healthy by a veterinarian and “of the highest quality.”

10. Even more egregious is Defendants’ failure to inform consumers of the significant congenital health issues that purebred dogs frequently suffer due to the factors described above.

11. These falsehoods and omissions deceive customers into believing that any dog they purchase from Defendants was bred in a manner that prioritized canine health, not profit and aesthetics.

12. Consumers, because of Defendants’ lies and omissions, pay exorbitant prices for dogs who are exceedingly likely to develop debilitating conditions or diseases.

13. Consumers further suffer significant, and entirely foreseeable to Defendants, downstream effects of Defendants’ deception, including substantial veterinary bills and the emotional distress of watching their companion suffer.

14. Despite Defendants' deception, Ms. Hutson, to the best of her abilities, bore the financial and emotional costs of caring for Seven and addressing his numerous health issues. This included visiting multiple veterinarians numerous times, including for increasingly concerning neurological symptoms and other signs of distress.

15. After multiple visits, Seven finally received an accurate diagnosis: he had Chiari-like malformation ("CM"), a serious and often painful neurological condition endemic to Cavalier King Charles Spaniels. But the diagnosis brought only heartbreak instead of relief, as Ms. Hutson learned the source of Seven's pain and discomfort was incurable.

16. Since Ms. Hutson was told by Defendants that she was acquiring a healthy dog, and not knowing that Cavalier King Charles Spaniels were highly prone to developing CM, she was not prepared for the significant financial burden associated with treatment for CM that Seven would have to endure for the rest of his life.

17. The burden became so great that on June 15, 2026, in order to ensure that Seven continue to receive all necessary care, Ms. Hutson was forced to make the heart-wrenching decision to surrender Seven, who she considered family, to Cavalier Rescue USA.

18. Not only did Ms. Hutson suffer financial and emotional hardship while watching her beloved companion suffer from debilitating maladies for years, but she is now grieving the gaping hole Seven's absence has caused in her life.

19. All Ms. Hutson has to show now for this pain and hardship is the mountain of debt she incurred trying to give Seven the best life.

20. All of this pain and hardship, suffered by the puppies and their guardians alike, is caused by Defendants, who profit from selling lies to consumers that their puppies are healthy and come from the best breeders while omitting information about pervasive congenital conditions.

21. These lies and omissions violate consumer protection laws and subject Defendants to monetary penalties and equitable and injunctive orders. Defendants must cease deceiving consumers by falsely advertising and misrepresenting the standards they hold their breeders to and cease concealing and omitting critical information regarding genetic issues the dogs it sells are likely to suffer.

JURISDICTION AND VENUE

22. Venue is proper in Saint Charles County, Missouri pursuant to §508.010 RSMo because Ms. Hutson was first injured by the acts and conduct of Defendants in Saint Charles County.

23. This Court has jurisdiction over this matter pursuant to §478.070 RSMo.

PARTIES

24. Plaintiff Carla Hutson is an individual residing in Saint Louis City, State of Missouri.

25. Defendant Pet Garden, Inc. (“Petland Lake St. Louis”) is a Missouri corporation doing business under the name Petland Lake Saint Louis. At all times herein mentioned, Petland Lake St. Louis was engaged in the acquisition and sale of dogs at 6131 Ronald Reagan Drive in Lake Saint Louis, Saint Charles County, Missouri. Defendant Petland Lake St. Louis is a franchisee of Defendant Petland, Inc. At all times herein mentioned, Petland Lake St. Louis owned and operated the website petlandstl.com.

26. Defendant Petland, Inc. (“Petland”) is an Ohio corporation and franchisor of Petland Lake St. Louis. At all times herein mentioned, Petland, Inc. owned and operated the website petland.com.

27. Any reference to “Defendants” includes Pet Garden, Inc. and Petland, Inc. collectively.

BACKGROUND AND FACTUAL ALLEGATIONS

I. **Approximately ninety-five percent of purebred Cavalier King Charles Spaniels suffer from Chiari-like malformation, which can cause chronic pain and neuro-disability.**

28. Cavalier King Charles Spaniels are a “toy” breed of dog, recognized by the UK’s Kennel Club in 1945 and the AKC in 1995.

29. These Kennel Clubs set “breed standards,” which mandate specific physical characteristics of “the ideal dog of each recognized breed.”⁵

30. The AKC’s breed standard for Cavalier King Charles Spaniels includes physical traits such as:

- a. *Skull*-Slightly rounded, but without dome or peak; it should appear flat because of the high placement of the ears. Stop is moderate, neither filled nor deep.
- b. *Muzzle*-Full muzzle slightly tapered. Length from base of stop to tip of nose about 1½ inches.

31. To register a Cavalier King Charles Spaniel with the AKC, the dog must be a purebred dog from a litter registered by the AKC.⁶ This requires the litter to be born from both a mother and father dog registered by the AKC.⁷

32. The establishment of a dog breed and subsequent recognition of registration by a kennel club for that breed results in an immediate increase in inbreeding. This is a result of

⁵ *Dog Breeds: Cavalier King Charles Spaniel*, AM. KENNEL CLUB, <https://www.akc.org/dog-breeds/cavalier-king-charles-spaniel/> (last visited June 12, 2026).

⁶ *Registration*, AM. KENNEL CLUB, <https://www.akc.org/register/> (last visited June 12, 2026).

⁷ *Registration: Register Your Litter*, AM. KENNEL CLUB, <https://www.akc.org/register/litter/> (last visited June 12, 2026).

“closing” the registration books, which does not allow the introduction of new, genetically diverse dogs for breeding and causes dog show winners to overrepresent genetic contribution in future dogs.⁸

33. Due to the limited genetic diversity in Cavalier King Charles Spaniels, their degree of inbreeding is among the highest of purebred dog breeds, with studies calculating the level of inbreeding at forty-one to forty-two percent.⁹ A level of twenty-five percent inbreeding equates to breeding together a brother and sister pair from parents who are not related to each other.¹⁰ With the degree of inbreeding well exceeding this, it indicates the average parents of Cavalier King Charles Spaniels are more closely related than brothers and sisters.

34. It is estimated that ninety-five percent of all Cavalier King Charles Spaniels have an inherited condition known as Chiari-like malformation (“CM”). CM has been described as “ubiquitous” within the breed.¹¹

35. CM is a malformation of the skull that results in compression of the cerebellum, brainstem, and spinal cord and obstruction of cerebrospinal fluid.¹² Essentially, dogs with CM are born with brains that grow larger than their skull. This causes parts of the brain to be pushed through the hole in the base of the skull where the spinal cord typically connects to the brain stem.

⁸ Dayna L Dreger et al., *Whole-Genome Sequence, SNP Chips and Pedigree Structure: Building Demographic Profiles in Domestic Dog Breeds to Optimize Genetic-Trait Mapping*, 9(1) DISEASE MODELS & MECHANISMS 1445, 1453 (2016), <https://doi.org/10.1242/dmm.027037>.

⁹ *Id.*; Danika Bannasch et al., *The Effect of Inbreeding, Body Size and Morphology on Health in Dog Breeds*, 8 CANINE GENETICS & EPIDEMIOLOGY 12 (2021), <https://doi.org/10.1186/s40575-021-00111-4>.

¹⁰ Bannasch, *supra* note 7, at 12.

¹¹ Michelle B. Carnes, *Chiari-like Malformation: An Overview*, TODAY’S VETERINARY PRAC. (June 7, 2019), <https://todaysveterinarypractice.com/neurology/chiari-like-malformation-an-overview/>; Susan P Knowler et al., *Inheritance of Chiari-Like Malformation: Can a Mixed Breeding Reduce the Risk of Syringomyelia?*, 11(3) PLOS ONE (2016), <https://doi.org/10.1371/journal.pone.0151280>.

¹² Carnes, *supra* note 9.

The crowding of part of the brain, brain stem, and spinal cord into one small area exerts pressure on the brain stem and spinal cord while also blocking the normal flow of cerebrospinal fluid to and from the brain, causing pain.

36. CM is an extremely painful condition. Reported signs include vocalization, such as yelping both spontaneously and in response to stimuli like being picked up; reduced activity, such as reductions in climbing stairs and jumping, and becoming generally lethargic; spinal pain; changes in emotional state, such as becoming more timid, withdrawn, anxious, or aggressive; sleep disturbance; and aversion to touch, especially of the ears, head, and neck area.¹³

37. CM in Cavalier King Charles Spaniels predisposes them to developing Syringomyelia (“SM”), a related disease that presents as fluid-filled cavities in the spinal cord. These pockets of fluid form as a result of the abnormal pressure on the cerebrospinal fluid caused by CM, which forces the cerebrospinal fluid into the spinal cord, damaging it and causing neuropathic pain, along with signs such as scratching, phantom scratching, and frequent twitching. SM can also cause scoliosis, which is an abnormal curvature of the spine, and head twisting, which often causes weakness in one or both forelimbs.¹⁴

38. The signs caused by CM and SM are extensive, painful, lifelong, and life-limiting. For example, the peer-reviewed Journal of Veterinary Internal Medicine describes them as follows:¹⁵

¹³ Clare Rusbridge, Angus K McFadyen & Susan P Knowler, *Behavioral and Clinical Signs of Chiari-like Malformation-Associated Pain and Syringomyelia in Cavalier King Charles Spaniels*, 33(5) J. OF VETERINARY INTERNAL MED. 2138, 2143 (2019), <https://doi.org/10.1111/jvim.15552>.

¹⁴ *Id.*; Emil Olsen et al., *Cavalier King Charles Spaniels with Chiari-like Malformation and Syringomyelia Have Increased Variability of Spatio-Temporal Gait Characteristics*, 13 BMC VETERINARY RSCH. 159 (2017), <https://doi.org/10.1186/s12917-017-1077-5>.

¹⁵ Rusbridge, *supra* note 13, at 2140.

TABLE 1 Behavioral and clinical signs of Chiari-like malformation and syringomyelia in Cavalier King Charles spaniels

Category	Subcategory	Notes
Vocalization	Spontaneous yelping or when changing position when recumbent	Yelping (sudden, short, high sound) described by owner as "out of now-where", spontaneous or when moved whilst lying resting or asleep
	Postural	Yelping when lifted under sternum, on rising, or both
	Defecation	Vocalization during defecation
	Scratching	vocalization during scratching
Spinal pain	Cervical	Hyperesthetic to palpation in the cervical region
	Thoracolumbar	Hyperesthetic to palpation in the T1-L4 region
	Lumbosacral	Lumbosacral or caudal lumbar (L5-L7) hyperesthesia
Activity	Reduced exercise	Described as exercise intolerant or unwilling to exercise. BOAS and heart disease ruled out as alternative causes
	Lethargy	Described as lethargy/increased sleeping
Stairs/jumping	Stairs/jumping	Described as refusing/unwilling/hesitation/difficulty/vocalization when jumping, doing stairs, or both
Change in emotional state/behavior	Greeting	Yelping, refusal to get up and greet owner, or both
	Aggression	To other dogs/people
	Timid/anxious	Described as such by owner
	Withdrawn	Described as withdrawn/avoiding people/decreased interaction/hiding/lethargic/decreased playing
Sleep	Sleep disruption	Described as being restless in the night or having disturbed sleep
Other pain behaviors/ signs	Licking limb/paw	Without evidence of skin or joint disease
	Touch or ears/head or neck	Owner reported and specified body part and that tolerated touch, grooming elsewhere, or both
	grooming aversion 1-2 limbs or paws sternum, flank	
	Sleeping elevated or unusual head posture	Attempt made to rule out BOAS
	Abnormal awake head/neck posture	Head held down or reluctant to move neck
	Pain face	Described by owner that change facial expression that suggested pain
	Squinting/avoiding light	Described by owner as light avoiding/closed eyes/watery eyes/squinting Schirmer tear test performed to rule out Keratoconjunctivitis sicca
Possibly unrelated behavior	Repetitive tongue licking	Thought more likely to reflect gastroesophageal pain
	Repetitive barking	Through to reflect anxiety but not necessarily due to CM/SM
Scratching, rubbing head or ears, or both	None	Excluded cases that also had ear/skin disease (except OME)
Phantom Scratching	Phantom Scratching	Rhythmic scratching action towards, but not making contact with the skin, together with a curvature of the body and neck towards the foot. Induced by light rubbing to the neck or ear region. Side (s) recorded
Neurological abnormalities	Weakness	Anatomical location recorded
	Muscle atrophy	Anatomical location recorded
	Postural responses decreased	Anatomical location recorded
	Hypermetria	Limbs recoded. Likely only recorded if considered more than usual for the breed
	Scoliosis/cervicothoracic torticollis	Side head tilted down and shoulder pushed out recorded

39. It is estimated that of the ninety-five percent of Cavalier King Charles Spaniels that have CM, more than fifty percent of them also have SM.¹⁶

40. CM and SM are permanent and incurable. The only treatment options currently available are surgery to relieve some cranial pressure and ongoing palliative care to manage pain.

II. Defendants Petland Lake St. Louis and Petland, Inc. mislead consumers by falsely claiming they only work with breeders who employ the highest standards, while omitting any information about the extremely high likelihood that Cavalier King Charles Spaniels will develop Chiari-like malformation or Syringomyelia.

41. Defendants operate websites in connection with the sale of puppies. These websites purport to provide information to consumers regarding Defendants' standards for the breeders they buy puppies from and the health of these puppies.

42. Defendants Petland Lake St. Louis and Petland both make the following claims on their websites¹⁷:

- a. [W]e partner only with responsible, USDA-licensed breeders who meet **strict care standards**. Every puppy receives **thorough veterinary oversight**, proper nutrition, and daily socialization to support healthy development. **Our knowledgeable team provides expert guidance**, helping families find a well-adjusted puppy that fits their lifestyle and home.
- b. Petland's mission is to enhance the human-animal bond and provide life-long companions for our customers. We've created **strict requirements** to follow that mission. Petland is dedicated to improving conditions for all dogs in the

¹⁶ Katheryn C Wolfe & Roberto Poma, *Syringomyelia in the Cavalier King Charles Spanish (CKCS) Dog*, 51(1) CAN. VETERINARY J. 95, 95 (2010), <https://pmc.ncbi.nlm.nih.gov/articles/PMC2797361/>.

¹⁷ Bold font denotes added emphasis, unless otherwise noted as emphasis original.

communities we serve. We do this by encouraging **highest standards** of pet care.

c. Where do Petland Puppies come from?

i. Licensed breeders and distributors [w]ith no direct violations in the previous 24 months.

d. Petland Standards: **The Highest Breeder Requirements.**

43. A video series presented on both Defendants' websites makes the following claims¹⁸:

a. Episode 1: Where do Petland Puppies come from?

i. **"Raising the bar** when it comes to animal husbandry"

ii. "Sources that go **above and beyond the standard of care** for all of their animals"

b. Episode 2: A day in the life of a Petland Breeder

i. "[Defendants] continue to work with **the best of the best**"

ii. "[Defendants'] professional, regulated breeders are committed to **the highest standard of animal husbandry** when it comes to not only their puppies, but their mom and dad dogs as well"

iii. "[Breeders are] making sure every puppy and adult dog is living their **happiest, healthiest life**"

c. Episode 3: Life at Petland

i. "The care and consideration we give to our puppies and their new potential homes is **second to none**"

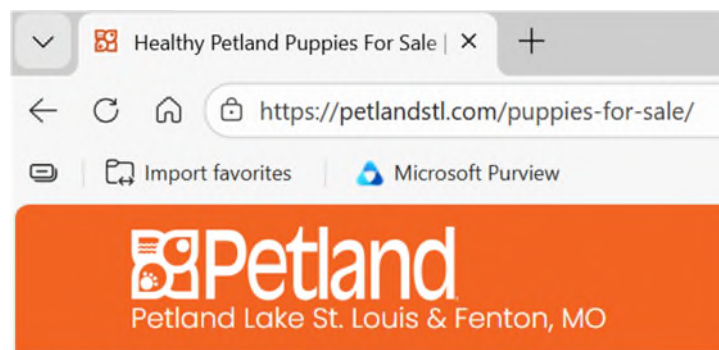
¹⁸ Bold font denotes added emphasis.

ii. Petland “will never knowingly sell a sick puppy.”

44. Petland, Inc. promises:

- a. “Through our comprehensive Puppy Program, we go **above and beyond** to ensure every Petland puppy is nurtured, **healthy**, and ready to be your family’s newest best friend.”
- b. Pet stores like ours are the **safest** place to buy a puppy. We comply with all local, state, and federal regulations. Additionally, we have set standards for our stores that go above and beyond government and industry standards.
- c. Petland is the industry leader in the area of animal care.
- d. At the corporate level, Petland is actively involved with other pet industry leaders and helps create and enforce standards for everyone in the pet care business.
- e. We help create and enforce standards for everyone in the pet business.

45. When consumers click on the section of Petland Lake St. Louis’s website to shop for available puppies, they are greeted by a webpage titled “**Healthy** Petland Puppies for Sale.”



46. Petland Lake St. Louis also claims:

- a. Our staff receives **intensive training**.
- b. We have the **best husbandry program** in the market, **healthier pets**.

- c. A Petland puppy is provided with significant veterinarian care and vaccinations before it is placed in your home.
- d. Our consulting veterinarians conduct examinations of our new arrivals, provide regular preventative care and oversee the healthcare protocols for all of our “babies” while in our store. **These veterinarians certify that Petland pets are healthy prior to being available to customers.**
- e. Petland is dedicated to providing our community the **best puppies possible.**
- f. Our puppies come from licensed, regulated breeders with years of experience **raising healthy family pets.**

47. Specifically, regarding Cavalier King Charles Spaniels, Petland Lake St. Louis claims to have the “**highest quality**” puppies, stating:

Petland is honored to offer the highest quality Cavalier King Charles puppies that will be an instant fit on your lap and in your family.

48. The Cavalier King Charles Spaniel breed information page FAQ only states the following:

What health challenges do Cavaliers have?

They could have mitral valve disease, eye disorders, and obesity if not treated early.

49. The Petland and Petland Lake St. Louis websites contain no mention of CM or SM, omitting and concealing that Cavalier King Charles Spaniels have a ninety-five percent likelihood of developing CM, that CM is linked to the development of SM, and that both of these incurable diseases can cause painful health problems for these dogs.

50. All of Defendants’ false claims, deception, misrepresentations, concealments, and omissions are made in connection with the sale of dogs as merchandise.

III. Defendants falsely claim to have the highest standards for breeders, when they actually mirror bare minimum federal requirements and fall well below any other comparable standards; Defendants conceal from consumers the extremely high prevalence of Syringomyelia and Chiari-like malformation in Cavalier King Charles Spaniels.

51. Defendants’ false claims deceive and mislead consumers into believing that they are purchasing dogs, at minimum, who are raised in conditions and receive care that is objectively superior to minimum industry and peer standards—ensuring these dogs’ health.

52. In fact, Defendants’ standards do nothing more than merely reiterate aspects of the bare legal minimum—paralleling the federal Animal Welfare Act’s (“AWA”) minimum standards for all U.S. dog breeders and state standards, such as Indiana’s Commercial Dog Breeder Regulations for Indiana breeders, which these entities already must follow just to stay licensed and operate legally.

53. Further, Defendants’ standards actually fall below state minimum requirements for dog breeders in states like Missouri under its Canine Cruelty Prevention Act (“CCPA”), which was enacted to “prohibit the cruel and inhumane treatment of dogs bred in large operations...”¹⁹ and its Animal Care Facilities Act (“ACFA”).

54. For example, Defendants’ “above and beyond” veterinary and housing standards are identical to the AWA’s, and most of Missouri’s, minimum standards. However, unlike Defendants, Missouri has gone a step further by banning harmful practices such as stacking dogs in cages without barriers and the use of wire flooring in cages. Missouri also requires female dogs to be given adequate rest time between breeding cycles, dogs to be given constant access to an outdoor run, and larger kennel space than Defendants’ minimum standards.

¹⁹ § 273.345.2 RSMo 2016.

55. Below is a comparison of Defendants' standards to the AWA's requirements, and where they fall short in material respect to Missouri's CCPA and ACFA requirements:

56. **Veterinary Care**

a. Petland and Petland Lake St. Louis profess to require the following:

- i. A consulting veterinarian to provide medical care and create a written program for the breeder to follow that ensures the health of the dogs and is available for the USDA to inspect and review.
- ii. The breeder must maintain written veterinarian records of the medical care they perform.
- iii. Prior to arrival in our store, every puppy will have received a minimum of two vaccinations against the major viruses that can affect puppies and dogs.
- iv. Every puppy will be current on de-wormings and preventatives against common parasites (Coccidia and giardia).
- v. The vet also consults with the breeder operations team to provide good nutrition, exercise, hygiene, and socialization for the puppies and dogs.
- vi. Every puppy that is sold to Petland must have a State issued health certificate from the state of origin and signed and attested to by a licensed veterinarian.

b. The AWA requires:

- i. Breeders to employ an attending veterinarian to provide adequate veterinary care to their dogs.

- ii. The veterinarian to provide a written program of veterinary care and to make regular visits to the premises.
 - iii. Daily observation of animals to assess health, and direct and frequent contact with the veterinarian about these observations.²⁰
 - iv. Vaccinations for contagious and/or deadly diseases of dogs (including rabies, parvovirus and distemper) and sampling and treatment of parasites and other pests (including fleas, worms, coccidia, giardia, and heartworm) in accordance with a schedule approved by the attending veterinarian[.]
 - v. Preventative care and treatment to ensure healthy and unmatted hair coats, properly trimmed nails, and clean and healthy eyes, ears, skin, and teeth[.]
 - vi. Medical records for dogs must be kept and available for inspection.²¹
- c. Missouri law requires:
- i. Dog breeders to provide “Necessary veterinary care”²²
 - (3) “**Necessary veterinary care**” means, at minimum, examination at least once yearly by a licensed veterinarian, prompt treatment of any serious illness or injury by a licensed veterinarian[.]²³

²⁰ 7 U.S.C. § 2131 et. seq.; 9 C.F.R. § 2.40.

²¹ 9 C.F.R. § 3.13.

²² § 273.345.3(2) RSMo 2016.

²³ § 273.345.4(3) RSMo 2016.

- ii. Maintenance of all veterinary records and sales records to be made available to the state veterinarian, a state or local animal welfare official, or a law enforcement agent upon request.²⁴
- iii. Breeders to contract with veterinarians to provide a Program of Veterinary Care that detail how the breeding operation will comply with Missouri law and regulations.²⁵

57. **Housing**

- a. Petland and Petland Lake St. Louis profess to require the following:
 - i. We require all our breeders to maintain structurally sound and protective housing that keeps the dogs and puppies at their facility dry and clean.
 - ii. It must protect animals from injury and have no sharp edges or places for them to get hurt.
 - iii. It should keep them from getting out and into trouble while providing them enough space to walk, sit, and lie comfortably.
 - iv. It also must have convenient and easy access to clean food and water.
- b. The AWA requires:
 - i. Housing facilities for dogs and cats must be designed and constructed so that they are structurally sound. They must be kept in good repair, and they must protect the animals from injury, contain the animals securely, and restrict other animals from entering.

²⁴ § 273.345.5 RSMo 2016.

²⁵ 2 CSR 30-9.020(8)(B)-(C).

- ii. Housing material must be easily cleaned and free of rust and jagged edges or sharp points that might injure animals.
- iii. Housing surfaces and materials must be spot cleaned daily and sanitized.
- iv. Facilities must have adequate heating, cooling, ventilation, and lighting, along with adequate potable water for drinking and cleaning.²⁶
 - 1. This includes adequate temperature control and ventilation to maintain a temperature between, at a minimum, 45 degrees and 85 degrees Fahrenheit.²⁷
- v. Indoor facilities must be impervious to moisture.²⁸
- vi. Shelter from the elements that allows the animal to sit, stand, lie normally and turn freely must be provided at all times.²⁹
- vii. Outdoor shelters must provide protection from cold, heat, direct sunlight, wind, rain, and snow.³⁰
- viii. All primary shelters must provide easy and convenient access to clean food and water.³¹
- ix. Requirements to the flooring design or material of enclosures while allowing wire flooring.
- x. Minimum space requirements calculated by the size of the dog.³²

²⁶ 9 C.F.R. § 3.1.

²⁷ *Id.* §§ 3.2-3.3.

²⁸ *Id.* § 3.2.

²⁹ *Id.* § 3.3.

³⁰ *Id.* § 3.4.

³¹ *Id.* § 3.6.

³² *Id.* § 3.6.

c. Missouri law requires:

- i. Sufficient housing, including protection from the elements, including the continuous provision of a sanitary facility, the provision of a solid surface on which to lie in a recumbent position, protection from the extremes of weather conditions, proper ventilation, and appropriate space.
- ii. Sufficient space to turn and stretch freely, lie down, and fully extend his or her limbs, including;
 1. Sufficient indoor space or shelter from the elements for each dog to turn in a complete circle without any impediment (including a tether);
 2. Enough indoor space or shelter from the elements for each dog to lie down and fully extend his or her limbs and stretch freely without touching the side of an enclosure or another dog;
 3. Minimum space requirements calculated by the size of the dog, which are larger than the AWA minimum space requirements.³³
- iii. Dogs must have “constant and unfettered access to an attached outdoor run.”³⁴
- iv. Wire flooring in cages is banned.³⁵

³³ 2 CSR 30-9.030(1)(F)3A, C.

³⁴ § 273.345.7(2)(b) RSMo 2016.

³⁵ § 273.345.7(3) RSMo 2016.

- v. Interior surfaces and any surfaces that come in contact with dogs or cats must be free of excessive rust and jagged edges or sharp points that might injure the animals.³⁶

58. Socialization and Exercise

a. Petland and Petland Lake St. Louis profess to require:

- i. During our breeder visits, we make sure our breeders provide opportunities for the dogs to exercise – with other dogs and with humans.
- ii. This includes access to an open area or run or a group area where puppies can play with each other.

b. The AWA requires:

- i. A plan approved by the attending veterinarian for all dogs to receive the opportunity for appropriate exercise or adequate housing space for exercise.
- ii. Dogs housed without contact with other dogs must be provided positive human contact daily.³⁷

c. Missouri law requires:

- i. Dogs must have “constant and unfettered access to an attached outdoor run.”³⁸

³⁶ 2 CSR 30-9.030(1)(A)3A.

³⁷ 9 C.F.R. § 3.8.

³⁸ § 273.345.7(2)(b) RSMo 2016; 2 CSR 30-9.030(2)(B)4.

- ii. Breeders must develop, document, and follow a plan to provide their dogs with regular exercise.³⁹

59. Missouri has additional laws affecting operations for breeding dogs, including:

- a. Requirements that dogs be given adequate rest between breeding cycles, defined as “at minimum, ensuring that female dogs are not bred to produce more litters in any given period than what is recommended by a licensed veterinarian as appropriate for the species, age, and health of the dog.”⁴⁰
- b. That it is a Class A misdemeanor to house dogs in stacked cages without an impervious barrier between them.⁴¹
- c. Detailed regulations also provide for standards including, but not limited to: food storage, ambient temperature in dogs’ housing, daily cleaning of facilities, ventilation, construction material of housing, compatibility for animals housed together, and proper training for employees caring for dogs.⁴²

60. Petland also claims to only buy from breeders who have “no direct violations in the previous 24 months,” a reference to one type of AWA violation, also called noncompliant items or “NCIs,” used by USDA inspectors. Petland makes no mention of “critical” violations that may be recorded by federal inspectors. Together, both “direct” and “critical” AWA violations constitute the most severe type of violation recorded by federal inspectors, involving actions that have a “serious or severe adverse effect on the health and well-being of the animal.”⁴³ Per the guide used

³⁹ § 273.345.3(5) RSMo 2016; 2 CSR 30-9.030(2)(B).

⁴⁰ § 273.345.3(6) RSMo 2016.

⁴¹ § 273.359 RSMo 2016.

⁴² See 2 CSR 30-9.030.

⁴³ U.S. DEP’T OF AGRIC., ANIMAL WELFARE INSPECTION GUIDE 2-8, 2-9 (2025).

by these inspectors, “[t]he severity of an NCI at the time of a prior adverse incident has no impact on whether an NCI should be marked as a Critical or a Direct.”⁴⁴

61. In addition to the fact that Petland does not, on information and belief, restrict itself from buying from breeders who have “critical” violations, when these could involve violations of the same severity as “direct” violations, this alleged self-imposed restriction again merely reiterates requirements Petland is already limited by. Indiana law prohibits pet stores from purchasing dogs from breeders unless the breeder is certified by a “national science based breeder standards program” and independently audited under that program, or is federally licensed and “has no direct violations for the previous two (2) years.”⁴⁵

62. As shown above, Defendants’ standards require zero material changes, additional practices, or improved facilities above what licensed breeders already must have in place under state and federal law. For example, nothing in Defendants’ standards prohibits them from selling puppies from mothers incessantly bred without rest, stacked in wire cages with scarcely any space to move until they are no longer profitable.

63. Further, Defendants have zero requirements that their breeders conduct readily available testing that would limit the prevalence and severity of CM and SM.

64. This complete absence of breeder testing requirements falls well below legal standards that breeders around the world routinely meet. For example, in Denmark and the Netherlands,⁴⁶ breeders are required to screen for CM and SM, and to avoid breeding dogs in a

⁴⁴ *Id.* at 2-9.

⁴⁵ IND. CODE § 15-21-5-6.5(a) (2025). This law also bans counties, municipalities, or townships in Indiana from outlawing pet stores, and Petland was reported as lobbying in favor of the bill’s passage.

⁴⁶ This requirement was in place from 2011 to 2025, when a Dutch Court banned the breeding of Cavalier King Charles Spaniels under a law that prohibits the breeding of companion animals in a manner that is detrimental to their welfare and health.

manner likely to lead to these kinds of detrimental health and welfare outcomes. Many other private entities, including Cavalier King Charles Spaniel-specific associations, collaborate to follow similar practices voluntarily. For example, the Royal Kennel Club and British Veterinary Association partnered to create a protocol to combat CM and SM, which includes MRI scans of age-appropriate dogs that may be used for breeding, assignment and recording with the Royal Kennel Club, if the dog is registered, of the CM and SM status, and recommendations for the breeding potential of dogs with the goal of reducing the prevalence of CM and SM.⁴⁷ Other methods that private entities have adopted include crossbreeding programs to breed Cavalier King Charles Spaniels with other approved breeds to shape their heads to be larger, and so reduce the risk of SM.⁴⁸

65. Defendants could easily adopt any of the above standards, which would require their breeders to actually meet and exceed the bare minimum requirements to legally operate their kennels. They do not have to so completely disregard the health and living conditions of the puppies they source from unscrupulous breeding operations and sell to consumers like Ms. Hutson.

66. Instead, Defendants choose to maximize profits by taking a much cheaper, but still, on information and belief, lucrative approach—unlawfully deceiving and misleading these consumers into believing Defendants are selling the healthiest dogs bred under the highest standards.

⁴⁷ *Chiari malformation and syringomyelia scheme*, BRIT. VETERINARY ASS'N, <https://www.bva.co.uk/canine-health-schemes/cmsm-scheme/> (last visited June 12, 2026); The Royal Kennel Club also has other schemes for Cavalier King Charles Spaniel health issues, including a scheme for testing for and breeding out Mitral Valve Disease, which Defendants do not require.

⁴⁸ Finnish Cavalier King Charles Spaniel Association, *Interbreeding*, FINNISH CAVALIER KING CHARLES SPANIEL ASS'N (May 2025), <https://jalostus.cavalieryhdistys.com/roturisteytys/>.

67. Further, so as to not risk losing customers who may not want to purchase a dog that is virtually guaranteed to develop a painful neurological condition, Defendants unlawfully omit and conceal all information about the extremely high likelihood that the Cavalier King Charles Spaniels they sell will develop CM and/or SM. Not only do Defendants conceal the high likelihood of CM and/or SM in the breed, they do not even mention the existence of these conditions at all.

68. The known issue of pet stores buying dogs from cruel “puppy mills” and deceiving consumers into believing they are purchasing healthy dogs bred under the highest standards, all in the name of profit, is so pervasive that many jurisdictions have chosen to ban pet stores like Defendants from selling dogs and cats entirely. In a recently-passed pet store ban, for example, the Colorado legislature included a “Legislative Declaration” stating:

(1) *The general assembly finds and declares that:*

(a) Dogs in commercial breeding facilities, known as puppy mills, spend most of their lives in cramped cages, where they are forced to produce litter after litter and suffer from inadequate care, which frequently results in disease, behavioral issues, and even death;

(b) While there are federal regulations intended to provide oversight of commercial breeding facilities, these federal regulations do not suffice in preventing cruelty to dogs in these facilities;

(c) Retail stores and brokers selling dogs to the public engage in deceptive business practices, harming consumers across the state who are falsely made to believe that they are purchasing healthy puppies; and

(d) Therefore, it is the policy of the state to end the sales and other transfers of dogs in retail stores and by brokers in order to:

(I) Shut down the puppy mill pipeline and end the cruelty to dogs in these facilities;

(II) Protect consumers from deceptive business practices; and

(III) Support responsible breeders, animal shelters, and pet animal rescues.⁴⁹

69. Based on the above, it is abundantly evident that Defendants' claims to have the "highest" standards that "go above and beyond" both legal requirements and industry norms are deceptive and misrepresent the conditions the puppies they sell were born and raised in, and that Defendants conceal and omit material facts about CM and SM.

IV. Plaintiff purchased a dog, causing an ascertainable loss, due to Defendants' deception, misrepresentations, concealments, and omissions about their breeder standards and the health of the dog.

70. On December 3, 2021, a Cavalier King Charles Spaniel named Seven was born to breeder Levi Erb in Ohio.

71. Less than three months before Seven was born, this breeder was noted in an inspection report to have 143 dogs in his breeding operation, including sixty-seven adult dogs and seventy-six puppies.

72. Seven's mother, Crystal II, and father, JMK's Cody, are both AKC-registered Cavalier King Charles Spaniels. Seven was likewise registered with the AKC as a purebred Cavalier King Charles Spaniel.

73. Petland Lake St. Louis purchased Seven through the large-scale puppy broker Blue Ribbon Puppies, which transferred him from Ohio to Missouri when he was just a few weeks old.

⁴⁹ H.B. 26-1011, 75th Gen. Assemb., 2nd Reg. Sess. (Colo. 2026). This bill was signed into law on April 29, 2026.

74. Seven was thereafter listed for sale by Petland Lake St. Louis.

75. After the loss of her beloved dog, Poppy, in early 2022, Ms. Hutson made the decision to adopt or purchase a new dog for companionship.

76. On or about February 6, 2022, when deciding where to adopt or purchase a dog, Ms. Hutson reviewed the website petlandstl.com for more information about Defendants generally and the dogs for sale at Petland Lake St. Louis.

77. Upon viewing the website, Ms. Hutson saw information outlined in paragraphs forty-one through forty-nine of this Petition.

78. On or about February 7, 2022, Ms. Hutson visited the Petland Lake St. Louis store to look at puppies for potential purchase.

79. Ms. Hutson spoke to a Petland Lake St. Louis employee about the health of the dogs they sell.

80. The employee repeated many of the claims made on Defendants' webpages. Specifically, among the claims made by the employee, Ms. Hutson was assured that all puppies sold by Petland Lake St. Louis were healthy at the time of sale because they had undergone thorough veterinary examination and treatment.

81. Ms. Hutson also asked the employee about the breeding standards and practices of the breeders that Petland Lake St. Louis purchases puppies from.

82. Ms. Hutson was told by the employee that Petland Lake St. Louis only purchases puppies from breeders who employ the highest standards of breeding practices, and who must comply with strict requirements that go above and beyond industry standards.

83. Ms. Hutson, acting as a reasonable consumer in light of all circumstances, relied on Defendants' deception, misrepresentations, concealment, and omission of material facts, believing

that Petland and its franchises only sold healthy dogs bred under the highest standards. This included Defendants' representations that all dogs sold by Petland are tested for and cleared of infections such as giardia. Ms. Hutson understood this to also mean that Defendants would not sell a puppy that has a ninety-five percent likelihood of developing a painful, incurable condition.

84. Ms. Hutson reasonably relied on Defendants to inform consumers of health conditions common to the Cavalier King Charles Spaniel they sell, such as CM and SM. Among their many omissions, Defendants omitted the material fact that the Cavalier King Charles Spaniels they sell have in excess of a ninety-five percent likelihood of being diagnosed with CM and are likely to develop SM, both of which cause painful, lifelong symptoms.

85. This belief led her to purchase Seven on February 7, 2022.



86. Ms. Hutson purchased Seven primarily for personal, family, or household purposes.

87. Just days after bringing Seven home, he was diagnosed with giardia, a parasitic infection of the digestive system.

88. Within a year, Ms. Hutson was back at the veterinarian, asking about potential health issues with Cavalier King Charles Spaniels, such as spine and hip issues—at this point, the topic of Chiari-like malformations finally came up.

89. In late 2024, Ms. Hutson twice took Seven to urgent care because of his scratching and shaking episodes. Seven's symptoms worsened, and by June 25, 2025, he was licking the air, suffering from gastrointestinal upset, and twitching/kicking his feet. These symptoms were so severe that Ms. Hutson worried that Seven was suffering from seizures.

90. On June 27, 2025, after years of suffering and extensive veterinary visits and treatment, Seven underwent an MRI and was diagnosed with Chiari-like malformation.

91. Ms. Hutson was not prepared for the extensive veterinary costs—which in some instances totaled hundreds and even thousands of dollars per visit plus interest—required to treat Seven's medical needs. After all, she was under the impression that she was acquiring a healthy dog of the highest quality.

92. This debt was an entirely foreseeable consequence of Defendants' misrepresentation—since, without knowing the full picture of Seven's health and the conditions he was bred in, Ms. Hutson could not accurately assess her financial ability to care for him before she purchased him.

93. At this point, Ms. Hutson could either continue to accumulate debt, until she could no longer afford Seven's treatments, or she could make the nearly impossible decision to part with her best friend to ensure he never has to go without the care he needs.

94. Ultimately, knowing that Seven needs extensive medical care for the rest of his life and that she lacked the finances to maintain what quality of life he had, Ms. Hutson made the devastating decision that it was more important that Seven be cared for by someone who could afford to give him the best life possible.

95. Ms. Hutson diligently researched options for surrendering Seven until finding Cavalier Rescue USA, a non-profit dedicated to rehoming Cavaliers. Through Cavalier Rescue USA, Ms. Hutson found Seven a foster home familiar with CM and SM—ensuring that his medical needs would always be put first.

96. Ms. Hutson understood that once Seven was surrendered, there was a real chance that she would never see him again, but she also knew that her number one priority would always be Seven's health.

97. In the span of a little more than four years, Ms. Hutson has now lost two cherished companions. Adding insult to injury, Ms. Hutson is also left saddled with thousands of dollars of debt for Seven's care on top of the massive emotional distress of knowing that Seven will continue to suffer and that she will not be there to care for and comfort him.

98. As a direct and proximate cause of Defendants' deception, misrepresentations, concealment, and omission of material facts in connection with the sale of Seven, Ms. Hutson has experienced severe emotional distress and trauma, including but not limited to sleeplessness, grief, anguish, anxiety, nervousness, and tearfulness.

99. As a direct and proximate cause of Defendants' deception, misrepresentations, concealment, and omission of material facts in connection with the sale of Seven, Ms. Hutson has suffered an ascertainable loss. Her losses include the inflated sale price of a sick dog, costly

veterinary treatments and medication for Seven, and the interest accumulating on her debt associated with these costs.

COUNT I: Violation of the Missouri Merchandising Practices Act

Section 407.010, et seq., of the Missouri Revised Statutes

100. Plaintiff incorporates by reference all allegations of the Petition.

101. Pursuant to § 407.020 RSMo, “the act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce . . . is declared to be an unlawful practice.”

102. Ms. Hutson was a reasonable consumer when she purchased Seven from Petland Lake St. Louis.

103. Ms. Hutson purchased Seven primarily for personal, family, or household purposes.

104. Defendants Petland and Petland Lake St. Louis used deception, fraud, false pretense, false promise, misrepresentation, or unfair practice, or concealed, suppressed, or omitted material facts in connection with the sale of Seven by:

- a. Claiming that the breeders they buy puppies from to sell meet strict standards or requirements;
- b. Claiming that the breeders they buy puppies from meet the highest standards of care;
- c. Claiming that the breeders they buy puppies from go above and beyond industry and/or peer standards of care for the animals they breed and sell;
- d. Claiming that the breeders they buy puppies from are the best of the best;
- e. Claiming that they will never knowingly sell a sick puppy;

- f. Claiming that they have the highest breeder requirements;
- g. Claiming that they have the best husbandry program on the market;
- h. Claiming to be the industry leader in animal care;
- i. Claiming that they have healthier pets;
- j. Claiming they buy from the top breeders in the United States;
- k. Claiming that their veterinarians certify that Petland pets are healthy prior to being available to customers;
- l. Claiming they sell the “best puppies possible”;
- m. Claiming they offer the highest quality Cavalier King Charles Spaniel puppies; and
- n. Failing to provide any information on or make any mention of Cavalier King Charles Spaniels’ extreme likelihood of developing painful CM and SM.

105. The methods, acts, and practices employed by Defendants and declared unlawful by § 407.020 RSMo would cause a reasonable person to enter into the transaction that resulted in damages to Plaintiff.

106. As a result, Plaintiff has suffered damages in excess of \$25,000.

107. The individual damages suffered by Plaintiff are sufficiently definitive and objective to allow her loss to be calculated with a reasonable degree of certainty. Such damages include, but are not limited to, the following:

- a. Ms. Hutson acquired a sick dog with serious medical and genetic problems.
- b. Ms. Hutson paid an inflated sale price and interest for a sick dog.
- c. Ms. Hutson incurred costly and extensive veterinary treatment and medication for Seven and interest on these costs.

- d. Ms. Hutson has experienced severe emotional distress and trauma including but not limited to sleeplessness, grief, anguish, anxiety, nervousness, and tearfulness.

108. Plaintiff is also entitled to an award of her attorneys' fees pursuant to § 407.025.2(2) RSMo.

109. Plaintiff is also entitled to such other damages and relief as provided in § 407.025.2 RSMo.

110. Plaintiff further seeks to enjoin such unlawful and deceptive acts and practices described above in Paragraphs forty-one through forty-nine, including, but not limited to, claims that Defendants' breeders go above and beyond government and industry standards, claims that Defendants sell dogs that are healthy and of the highest quality, and omissions by Defendants of information about conditions common to dogs, such as CM and SM. Unless the unlawful actions of Petland and Petland Lake St. Louis are enjoined, Defendants will continue to deceive consumers with these false statements and conceal from consumers the extremely high likelihood that their Cavalier King Charles Spaniel will develop painful CM and/or SM.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against the Defendants as follows:

- i. Entry of a declaration that Petland and Petland Lake St. Louis have committed the violations of law alleged herein;
- ii. Entry of an injunction and order permanently restraining Petland and Petland Lake St. Louis from engaging in such unlawful conduct;
- iii. Entry of a permanent injunction directing Petland and Petland Lake St. Louis cease making claims in writing or verbally that:

- a. State or imply that their dogs for sale are the best or highest quality;
 - b. State or imply their dogs for sale come from breeders who maintain the highest standards or go above and beyond other breeders;
 - c. State or imply that their dogs for sale are healthy and receive adequate veterinary care.
- iv. Entry of an injunction and order permanently restraining Petland and Petland Lake St. Louis from omitting or concealing vital health information about the breeds of dogs they sell, such as omitting the information that Cavalier King Charles Spaniels have a high likelihood of developing Chiari-like malformation and Syringomyelia.
- v. Entry of a judgment awarding actual and compensatory damages to Plaintiff on her claims in an amount exceeding \$25,000, to be more fully proven at trial;
- vi. Entry of a judgment awarding any pre-judgment and post-judgment interest as allowed by law;
- vii. Entry of a judgment awarding Plaintiff the costs of this action, including reasonable attorneys' fees and other litigation expenses reasonably incurred in the prosecution of the action; and
- viii. Entry of a judgment awarding any and all other and further general and equitable relief as this Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Date: August 12, 2026

Respectfully submitted,

POLSINELLI PC

By: /s/ James P. Martin

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