

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION

HOWARD STEIN, SUSAN STEIN,)
STEVEN GLASSER, GAIL GLASSER,)
JOEL HODES, NETIVA CAFTORI,)
ERIC COOPER, NORMAN COOPER,)

Plaintiffs,)

v.)

DR. TODD PRINCE, JR.,)
ANIMAL MEDICAL CENTER.)

Defendants.)

No. 95 M 017348
Amt. Claimed: \$30,000 per Plaintiff
Return Date:

FILED
JUL 13 2010
CLERK OF COURT

FIRST AMENDED COMPLAINT

NOW COME PLAINTIFFS, HOWARD STEIN, SUSAN STEIN, STEVEN GLASSER, GAIL GLASSER, JOEL HODES, NETIVA CAFTORI, ERIC COOPER, and NORMAN COOPER, by and through their attorney, JULIA A. SPORTOLARI, and for their complaint against Defendants state as follows:

FACTS

1. Plaintiffs are residents of Cook County, Illinois.
2. That for all relevant times herein, Defendant, DR. T. PRINCE, was a veterinarian duly licensed to practice veterinarian medicine by the State of Illinois and held himself out to Plaintiffs and to the general public as a professional in the care of animals, including dogs.
3. That for all relevant times herein, Defendant, DR. T. PRINCE, operated an animal medical center and an animal boarding facility known as "Animal Medical Center" (hereinafter "Center") located at 8343 North Skokie Blvd., Skokie, Illinois. The Center, was licensed to board animals and held itself out to Plaintiffs and the general public as facility qualified to board animals, including dogs.

**PLAINTIFFS HOWARD AND SUSAN STEIN
COUNTS 1 THROUGH 5**

**COUNT I
BREACH OF CONTRACT**

1. Plaintiffs, HOWARD STEIN and SUSAN STEIN (hereinafter the "Steins"), reallege Paragraphs 1 through 3 of the "Facts" as Paragraphs 1 through 3 of Count I.

4. That for all relevant times herein, the STEINS owned a miniature poodle named "Tyler".

5. That on or about December 20, 1994, (hereinafter referred to as the "Boarding Date") the STEINS, entered into an oral contract with Defendants for the purpose of boarding "Tyler" in the "Center" until Plaintiffs returned to pick up "Tyler" on December 26, 1994, (hereinafter referred to as the "Return Date").

6. That on or about the Boarding Date, "Tyler" was not sick and had no prior health problems.

7. That on or about December 27, 1994, "Tyler" was found dead in his cage at the Center.

8. That Plaintiff, HOWARD STEIN, was emotionally close to his dog and had developed a unique and special relationship with him. As such Plaintiff's dog had sentimental value for him and the actual value of "Tyler" to Plaintiff, HOWARD STEIN, was far greater than any pecuniary value the dog may have had.

9. That Plaintiff, SUSAN STEIN, was emotionally close to her dog and had developed a unique and special relationship with him. As such Plaintiff's dog had sentimental value for her and the actual value of "Tyler" to Plaintiff, SUSAN STEIN, was far greater than any pecuniary value the dog may have had.

10. The STEINS complied with all terms of the contract.

11. Defendants breached the contract by failing to return Plaintiffs' companion animal as agreed and instead allowed and/or permitted the dog to die in the kennel.

12. As a direct and proximate result of Defendants' breach, the STEINS, have incurred damages as follows:

a. Loss of the actual value of "Tyler" to them, or alternatively, the cost of replacement of "Tyler."

b. The reasonable sentimental value HOWARD STEIN had for "Tyler".

c. The reasonable sentimental value SUSAN STEIN had for "Tyler".

d. Expenses incurred in the boarding and autopsy of "Tyler".

WHEREFORE, Plaintiffs, HOWARD STEIN and SUSAN STEIN, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Tyler" to the Steins, or alternatively, the cost of replacement of "Tyler", the reasonable sentimental value of "Tyler" to each of the STEINS, and the expenses incurred by the STEINS. In addition the STEINS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count I.

COUNT II NEGLIGENCE

1. Plaintiffs, HOWARD STEIN and SUSAN STEIN, reallege Paragraphs 1 through 9 of Count I as Paragraphs 1 through 9 of Count II.

10. That for all times relevant herein, Defendants owed Plaintiffs a duty to exercise the degree of skill and care expected of professionals in the care of boarded animals.

11. Defendants breached their duty to Plaintiff by committing one or more of the

following acts or omissions:

- a. Defendants failed to provide an adequate environment and/or system to ensure the safe and healthy return of Plaintiff's companion animal.
- b. Defendants failed to provide adequate ventilation and fresh air circulation in the area where Plaintiff's companion animal was boarded.
- c. Defendants failed to properly sterilize the boarding area after boarding one or more sick animals and/or failed to provide a sanitary boarding area.
- d. Defendant, DR. T. PRINCE, and/or his employees and agents failed to give proper attention and care to Plaintiff's companion animal while it was in his care.
- e. Defendants failed to properly preserve the body of Plaintiff's companion animal which made the autopsy performed on the body difficult to perform and inconclusive.

12. As a direct and proximate results of Defendants' negligence, the STEINS, have incurred damages as follows:

- a. Loss of the actual value of "Tyler" to them, or alternatively, the cost of replacement of "Tyler."
- b. The reasonable sentimental value HOWARD STEIN had for "Tyler".
- c. The reasonable sentimental value SUSAN STEIN had for "Tyler".
- d. Expenses incurred in the boarding and autopsy of "Tyler".

WHEREFORE, Plaintiffs, HOWARD STEIN and SUSAN STEIN, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Tyler" to the Steins, or alternatively, the cost of replacement of "Tyler", the reasonable sentimental value of "Tyler" to each of the STEINS, and the expenses incurred by the STEINS. In addition the STEINS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count II.

COUNT III MALPRACTICE

1. Plaintiffs, HOWARD STEIN and SUSAN STEIN, reallege Paragraphs 1 through 9 of Count I as Paragraphs 1 through 9 of Count III.

10. That when Defendant, and/or his agents, agreed to board Plaintiffs' companion animal a duty was created upon Defendant, and/or his agents, to exercise that degree of skill and care expected of a licensed veterinary professional in the care of boarded animals.

11. That Defendant, and/or his agents, failed to possess and apply the knowledge and use the skill and care that is ordinarily used by reasonably well-qualified veterinary professionals in the care of boarded animals, in that:

- a. Defendant, and/or his agents, failed to provide an adequate environment and/or system to ensure the safe and healthy return of Plaintiff's companion animal.
- b. Defendant, and/or his agents, failed to provide adequate ventilation and fresh air circulation in the area where Plaintiff's companion animal was boarded.
- c. Defendant, and/or his agents, failed to properly sterilize the boarding area after boarding one or more sick animals and/or failed to provide a sanitary boarding area.

- d. Defendant, and/or his agents, failed to give proper attention and care to Plaintiff's companion animal while it was in his care.

12. That the death of Plaintiffs' companion animal resulted from an incident that does not ordinarily occur in the absence of negligence.

13. That Plaintiffs' companion animal was under the exclusive care and control of Defendant, and/or his agents.

14. As a direct and proximate result of Defendants' malpractice, the STEINS, have incurred damages as follows:

a. Loss of the actual value of "Tyler" to them, or alternatively, the cost of replacement of "Tyler."

b. The reasonable sentimental value HOWARD STEIN had for "Tyler".

c. The reasonable sentimental value SUSAN STEIN had for "Tyler".

d. Expenses incurred in the boarding and autopsy of "Tyler".

WHEREFORE, Plaintiffs, HOWARD STEIN and SUSAN STEIN, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Tyler" to the Steins, or alternatively, the cost of replacement of "Tyler", the reasonable sentimental value of "Tyler" to each of the STEINS, and the expenses incurred by the STEINS. In addition the STEINS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count III.

COUNT IV **BAILMENT**

1. Plaintiffs, HOWARD STEIN and SUSAN STEIN, reallege Paragraphs 1 through 9 of Count I as Paragraphs 1 through 9 of Count IV.

10. A bailment existed between Plaintiffs, as bailor, and Defendants, as bailees, when on or about the "Boarding Date", Plaintiffs delivered their companion animal to Defendants for safe keeping until Plaintiffs returned for their companion animal on or about the "Return Date". In consideration of the delivery, and of Plaintiffs' promise to pay Defendants the customary and reasonable charge that Defendants would demand for its services, Defendants agreed to take Plaintiffs' companion animal into its care and custody until Plaintiffs' return.

11. Said bailment was for the mutual benefit of Plaintiffs and Defendants.

12. That, as bailees, Defendants had a duty to return Plaintiffs' companion animal to Plaintiffs on or about the "Return Date".

13. That Defendants breached their duty to Plaintiffs by failing to return Plaintiffs' companion animal to Plaintiffs on the "Return Date".

14. As a direct and proximate result of Defendants' breach, Plaintiffs, the STEINS, have incurred damages as follows:

a. Loss of the actual value of "Tyler" to them, or alternatively, the cost of replacement of "Tyler."

b. The reasonable sentimental value HOWARD STEIN had for "Tyler".

c. The reasonable sentimental value SUSAN STEIN had for "Tyler".

- d. Expenses incurred in the boarding and autopsy of "Tyler".

WHEREFORE, Plaintiffs, HOWARD STEIN and SUSAN STEIN, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Tyler" to the Steins, or alternatively, the cost of replacement of "Tyler", the reasonable sentimental value of "Tyler" to each of the STEINS, and the expenses incurred by the STEINS. In addition the STEINS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count IV.

**PLAINTIFFS ERIC COOPER AND NORMAN COOPER
COUNTS 5 THROUGH 8**

**COUNT V
BREACH OF CONTRACT**

1. Plaintiffs, ERIC COOPER and NORMAN COOPER, reallege Paragraphs 1 through 3 of the "Facts" as Paragraphs 1 through 3 of Count V.

4. That for all relevant times herein, Plaintiffs, ERIC COOPER and NORMAN COOPER, owned a Samoyed dog named "Samantha".

5. That on or about December 24, 1994, (hereinafter referred to as the "Boarding Date") Plaintiff, ERIC COOPER, entered into an oral contract with Defendants for the purpose of boarding "Samantha" in the "Center" until Plaintiff returned to pick up "Samantha" on December 30, 1994, (hereinafter referred to as the "Return Date").

6. That on or about the "Boarding Date", "Samantha" was not sick and had no prior health problems.

7. That on or about December 27, 1994, "Samantha" was found dead in her cage at the Center.

8. Plaintiff, ERIC COOPER, was emotionally close to his dog and had developed a unique and special relationship with her. As such Plaintiff's dog had sentimental value for him and the actual value of "Samantha" to Plaintiff, ERIC COOPER, was far greater than any pecuniary value the dog may have had.

9. Plaintiff, NORMAN COOPER, was emotionally close to his dog and had developed a unique and special relationship with her. As such Plaintiff's dog had sentimental value for him and the actual value of "Samantha" to Plaintiff, NORMAN COOPER, was far greater than any pecuniary value the dog may have had.

10. Plaintiffs complied with all terms of the contract.

11. Defendants breached the contract by failing to return Plaintiff's companion animal as agreed and instead allowed and/or permitted the dog to die in the kennel.

12. As a direct and proximate result of Defendants' breach, Plaintiffs, the COOPERS, have incurred damages as follows:

- a. Loss of the actual value of "Samantha" to them, or alternatively, the cost of replacement of "Samantha."

- b. The reasonable sentimental value ERIC COOPER had for "Samantha".

- c. The reasonable sentimental value NORMAN COOPER had for "Samantha".

WHEREFORE, Plaintiffs, The COOPERS, requests this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Samantha" to the COOPERS, or alternatively, the cost of replacement of "Samantha", the reasonable sentimental value of "Samantha" to each of the COOPERS, and the expenses incurred by the COOPERS. In addition the COOPERS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count V.

COUNT VI
NEGLIGENCE

1. Plaintiffs, the COOPERS, reallege Paragraphs 1 through 9 of Count V as Paragraphs 1 through 9 of Count VI.

10. Plaintiffs, reallege Paragraphs 10 through 11 of Count II as Paragraphs 10 through 11 of Count VI.

12. As a direct and proximate result of Defendants' negligence, the COOPERS, have incurred damages as follows:

- a. Loss of the actual value of "Samantha" to them, or alternatively, the cost of replacement of "Samantha."
- b. The reasonable sentimental value ERIC COOPER had for "Samantha".
- c. The reasonable sentimental value NORMAN COOPER had for "Samantha".

WHEREFORE, Plaintiffs, the COOPERS, requests this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Samantha" to the COOPERS, or alternatively, the cost of replacement of "Samantha", the reasonable sentimental value of "Samantha" to each of the COOPERS, and the expenses incurred by the COOPERS. In addition the COOPERS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count VI.

COUNT VII
MALPRACTICE

1. Plaintiffs, the COOPERS, reallege Paragraphs 1 through 9 of Count V as Paragraphs 1 through 9 of Count VII.

10. Plaintiffs, the COOPERS, reallege Paragraphs 10 through 14 of Count III as Paragraphs 10 through 13 of Count VII.

14. As a direct and proximate result of Defendant's malpractice, the COOPERS, have incurred damages as follows:

- a. Loss of the actual value of "Samantha" to them, or alternatively, the cost of replacement of "Samantha."
- b. The reasonable sentimental value ERIC COOPER had for "Samantha".
- c. The reasonable sentimental value NORMAN COOPER had for "Samantha".

WHEREFORE, Plaintiffs, the COOPERS, requests this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Samantha" to the COOPERS, or alternatively, the cost of replacement of "Samantha", the reasonable sentimental value of "Samantha" to each of the COOPERS, and the expenses incurred by the COOPERS. In addition the COOPERS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count VII.

COUNT VIII
BAILMENT

1. Plaintiffs, the COOPERS, reallege Paragraphs 1 through 9 of Count V as Paragraphs 1 through 9 of Count VIII.

10. Plaintiffs, the COOPERS, reallege Paragraphs 10 through 13 of Count IV as Paragraphs 10 through 13 of Count XIV.

14. As a direct and proximate result of Defendants' negligence, Plaintiffs, the COOPERS, have incurred damages as follows:

- a. Loss of the actual value of "Samantha" to them, or alternatively, the cost of replacement of "Samantha."
- b. The reasonable sentimental value ERIC COOPER had for "Samantha".
- c. The reasonable sentimental value NORMAN COOPER had for "Samantha".

WHEREFORE, Plaintiffs, the COOPERS, requests this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Samantha" to the COOPERS, or alternatively, the cost of replacement of "Samantha", the reasonable sentimental value of "Samantha" to each of the COOPERS, and the expenses incurred by the COOPERS. In addition the COOPERS, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count VII.

PLAINTIFFS JOEL HODES AND NETIVA CAFTORI
COUNTS 9 THROUGH 12

COUNT IX
BREACH OF CONTRACT

1. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 1 through 3 of the "Facts" as Paragraphs 1 through 3 of Count IX.

4. That for all relevant times herein, Plaintiffs JOEL HODES and NETIVA CAFTORI owned a standard poodle dog named "Cassis".

5. That on or about December 25, 1994, (hereinafter referred to as the "Boarding Date") Plaintiffs, JOEL HODES and NETIVA CAFTORI, entered into an oral contract with Defendants for the purpose of boarding "Cassis" in the "Center" until Plaintiffs returned to pick up "Cassis" on

January 2, 1995 (hereinafter referred to as the "Return Date").

6. That on or about the Boarding Date, "Cassis" was not sick and had no prior health problems.

7. That on or about January 1, 1995, "Cassis" was found dead in his cage at the Center.

8. Plaintiff, JOEL HODES, was emotionally close to his dog and had developed a unique and special relationship with him. As such Plaintiff's dog had sentimental value for him and the actual value of "Cassis" to Plaintiff, JOEL HODES, was far greater than any pecuniary value the dog may have had.

9. Plaintiff, NETIVA CAFTORI, was emotionally close to her dog and had developed a unique and special relationship with him. As such Plaintiff's dog had sentimental value for her and the actual value of "Cassis" to Plaintiff, NETIVA CAFTORI, was far greater than any pecuniary value the dog may have had.

10. Plaintiff complied with all terms of the contract.

11. Defendants breached the contract by failing to return Plaintiffs' companion animal as agreed and instead allowed and/or permitted the dog to die in the kennel.

12. As a direct and proximate result of Defendants' breach, Plaintiffs, HODES and CAFTORI, have incurred damages as follows:

a. Loss of the actual value of "Cassis" to them, or alternatively, the cost of replacement of "Tyler."

b. The reasonable sentimental value JOEL HODES had for "Cassis".

c. The reasonable sentimental value NETIVA CAFTORI had for "Cassis".

d. Expenses incurred in the boarding and autopsy of "Cassis".

WHEREFORE, Plaintiffs, JOEL HODES and NETIVA CAFTORI, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Cassis" to HODES and CAFTORI, or alternatively, the cost of replacement of "Cassis", the reasonable sentimental value of "Cassis" to each of HODES and CAFTORI, and the expenses incurred by HODES and CAFTORI. In addition HODES and CAFTORI, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count IX.

COUNT X NEGLIGENCE

1. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 1 through 9 of Count IX as Paragraphs I through 9 of Count X.

10. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 10 through 11 of Count II as Paragraphs 10 through 11 of Count X.

12. That although two dogs were found dead in their cages at the "Center" on December 27, 1994, the same time "Cassis" was at the "Center", Defendants failed to take the appropriate measures to ensure the safety and health of the remaining animals in their care, including "Cassis".

13. As a direct and proximate result of Defendants' negligence, Plaintiffs, HODES and CAFTORI, have incurred damages as follows:

a. Loss of the actual value of "Cassis" to them, or alternatively, the cost of

replacement of "Tyler."

- b. The reasonable sentimental value JOEL HODES had for "Cassis".
- c. The reasonable sentimental value NETIVA CAFTORI had for "Cassis".
- d. Expenses incurred in the boarding and autopsy of "Cassis".

WHEREFORE, Plaintiffs, JOEL HODES and NETIVA CAFTORI, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Cassis" to HODES and CAFTORI, or alternatively, the cost of replacement of "Cassis", the reasonable sentimental value of "Cassis" to each of HODES and CAFTORI, and the expenses incurred by HODES and CAFTORI. In addition HODES and CAFTORI, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count X.

COUNT XI MALPRACTICE

1. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 1 through 9 of Count IX as Paragraphs 1 through 9 of Count XI.

9. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 10 through 13 of Count III as Paragraphs 10 through 13 of Count XI.

14. As a direct and proximate result of Defendant's negligence, Plaintiffs, HODES and CAFTORI, have incurred damages as follows:

- a. Loss of the actual value of "Cassis" to them, or alternatively, the cost of replacement of "Cassis."
- b. The reasonable sentimental value JOEL HODES had for "Cassis".
- c. The reasonable sentimental value NETIVA CAFTORI had for "Cassis".
- d. Expenses incurred in the boarding and autopsy of "Cassis".

WHEREFORE, Plaintiffs, JOEL HODES and NETIVA CAFTORI, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Cassis" to HODES and CAFTORI, or alternatively, the cost of replacement of "Cassis", the reasonable sentimental value of "Cassis" to each of HODES and CAFTORI, and the expenses incurred by HODES and CAFTORI. In addition HODES and CAFTORI, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count XI.

COUNT XII BAILMENT

1. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 1 through 9 of Count IX as Paragraphs 1 through 9 of Count XII.

9. Plaintiffs, JOEL HODES and NETIVA CAFTORI, reallege Paragraphs 10 through 13 of Count IV as Paragraphs 10 through 13 of Count XII.

14. As a direct and proximate result of Defendants' breach, Plaintiffs, HODES and CAFTORI, have incurred damages as follows:

- a. Loss of the actual value of "Cassis" to them, or alternatively, the cost of replacement of "Tyler."

- b. The reasonable sentimental value JOEL HODES had for "Cassis".
- c. The reasonable sentimental value NETIVA CAFTORI had for "Cassis".
- d. Expenses incurred in the boarding and autopsy of "Cassis".

WHEREFORE, Plaintiffs, JOEL HODES and NETIVA CAFTORI, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Cassis" to HODES and CAFTORI, or alternatively, the cost of replacement of "Cassis", the reasonable sentimental value of "Cassis" to each of HODES and CAFTORI, and the expenses incurred by HODES and CAFTORI. In addition HODES and CAFTORI, request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count XII.

**PLAINTIFFS STEVEN GLASSER AND GAIL GLASSER
COUNTS 13 THROUGH 16**

**COUNT XIII
BREACH OF CONTRACT**

1. Plaintiffs, STEVEN GLASSER and GAIL GLASSER ("the Glassers"), reallege Paragraphs 1 through 3 of the "Facts" as Paragraphs 1 through 3 of Count XIII.

4. That for all relevant times herein, Plaintiffs the Glassers owned a Samoyed mixed dog named "Shane".

5. That on or about December 23, 1994, (hereinafter referred to as the "Boarding Date") Plaintiffs, the Glassers, entered into a contract with Defendants for the purpose of boarding "Shane" in the "Center" until Plaintiffs returned to pick up "Shane" on January 7, 1995 (hereinafter referred to as the "Return Date").

6. That on or about the Boarding Date, "Shane" was not sick and had no prior health problems.

7. That on or about January 7, 1995, "Shane" was found dead in his cage at the Center.

8. Plaintiff, STEVEN GLASSER, was emotionally close to his dog and had developed a unique and special relationship with him. As such Plaintiff's dog had sentimental value for him and the actual value of "Shane" to Plaintiff, STEVEN GLASSER, was far greater than any pecuniary value the dog may have had.

9. Plaintiff, GAIL GLASSER, was emotionally close to her dog and had developed a unique and special relationship with him. As such Plaintiff's dog had sentimental value for her and the actual value of "Shane" to Plaintiff, GAIL GLASSER, was far greater than any pecuniary value the dog may have had.

10. Plaintiffs complied with all terms of the contract.

11. Defendants breached the contract by failing to return Plaintiffs' companion animal as agreed and instead allowed and/or permitted the dog to die in the kennel.

12. As a direct and proximate result of Defendants' breach, Plaintiffs, the GLASSERS, have incurred damages as follows:

- a. Loss of the actual value of "Shane" to them, or alternatively, the cost of replacement of "Tyler."

- b. The reasonable sentimental value STEVEN GLASSER had for "Shane".

- c. The reasonable sentimental value GAIL GLASSER had for "Shane".

WHEREFORE, Plaintiffs, the GLASSERS, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Shane" to the GLASSERS, or alternatively, the cost of replacement of "Shane", the reasonable sentimental value of "Shane" to each of the GLASSERS, and the expenses incurred by the GLASSERS. In addition the GLASSERS request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count XIII.

COUNT XIV NEGLIGENCE

1. Plaintiffs, the GLASSERS, reallege Paragraphs 1 through 9 of Count XIII as Paragraphs 1 through 9 of Count XIV.

10. Plaintiffs, the GLASSERS, reallege Paragraphs 10 through 11 of Count II as Paragraphs 10 through 11 of Count XIV.

12. That although three dogs were found dead in their cages at the "Center" by January 1, 1995, all during the same time "Shane" was at the "Center", Defendants failed to take the appropriate measures to ensure the safety and health of the remaining animals in their care, including "Shane".

13. As a direct and proximate result of Defendants' negligence, Plaintiffs, the GLASSERS, have incurred damages as follows:

- a. Loss of the actual value of "Shane" to them, or alternatively, the cost of replacement of "Tyler."
- b. The reasonable sentimental value STEVEN GLASSER had for "Shane".
- c. The reasonable sentimental value GAIL GLASSER had for "Shane".

WHEREFORE, Plaintiffs, the GLASSERS, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Shane" to the GLASSERS, or alternatively, the cost of replacement of "Shane", the reasonable sentimental value of "Shane" to each of the GLASSERS, and the expenses incurred by the GLASSERS. In addition the GLASSERS request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count XIV.

COUNT XV MALPRACTICE

1. Plaintiffs, the GLASSERS, reallege Paragraphs 1 through 9 of Count XIII as Paragraphs 1 through 9 of Count XV.

10. Plaintiffs, the GLASSERS, reallege Paragraphs 10 through 13 of Count III as Paragraphs 10 through 13 of Count XV.

14. As a direct and proximate result of Defendant's negligence, Plaintiffs, the GLASSERS, have incurred damages as follows:

- a. Loss of the actual value of "Shane" to them, or alternatively, the cost of

replacement of "Tyler."

- b. The reasonable sentimental value STEVEN GLASSER had for "Shane".
- c. The reasonable sentimental value GAIL GLASSER had for "Shane".

WHEREFORE, Plaintiffs, the GLASSERS, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Shane" to the GLASSERS, or alternatively, the cost of replacement of "Shane", the reasonable sentimental value of "Shane" to each of the GLASSERS, and the expenses incurred by the GLASSERS. In addition the GLASSERS request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count XV.

COUNT XVI
BAILMENT

1. Plaintiffs, the GLASSERS, reallege Paragraphs 1 through 9 of Count XIII as Paragraphs 1 through 9 of Count XVI.

10. Plaintiffs, the GLASSERS, reallege Paragraphs 10 through 11 of Count IV as Paragraphs 10 through 11 of Count XVI.

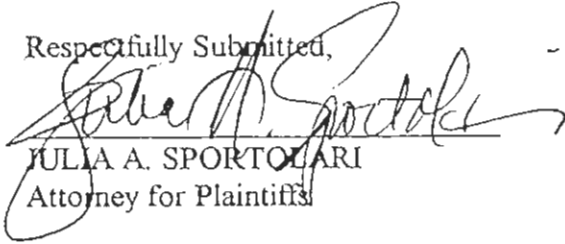
13. As a direct and proximate result of Defendants' breach, Plaintiffs, the GLASSERS, have incurred damages as follows:

- a. Loss of the actual value of "Shane" to them, or alternatively, the cost of replacement of "Tyler."
- b. The reasonable sentimental value STEVEN GLASSER had for "Shane".
- c. The reasonable sentimental value GAIL GLASSER had for "Shane".

WHEREFORE, Plaintiffs, the GLASSERS, request this Honorable Court to enter judgment in their favor and against Defendants, in an amount of thirty thousand dollars (\$30,000), which includes the actual value of "Shane" to the GLASSERS, or alternatively, the cost of replacement of "Shane", the reasonable sentimental value of "Shane" to each of the GLASSERS, and the expenses incurred by the GLASSERS. In addition the GLASSERS request that this Court award them reasonable attorneys fees, the costs of this action, and any other relief that this Court deems just and equitable for Count XVI.

BY:

Respectfully Submitted,


JULIA A. SPORTOLARI
Attorney for Plaintiffs

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