

IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS,
THIRTEENTH JUDICIAL CIRCUIT, CHANCERY - CIVIL DIVISION

LISA GRIGGS, NICK GRIGGS, DENISE
KOZELL, APRIL OTTO, DAVID OTTO,
MICHAEL SORCI and HEATHER SORCI,

Plaintiffs,

v.

FURRY BABIES INCORPORATED, FURRY
BABIES FOX VALLEY INC., FURRY BABIES
JOLIET INC., FURRY BABIES STRATFORD
SQUARE, INC., ROGER TROLINGER, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 2013-L-000073

Judge Troy Holland

JURY TRIAL DEMANDED

FILED
NOV 18 2013


LA SALLE COUNTY CIRCUIT CLERK
THIRTEENTH JUDICIAL CIRCUIT OF ILLINOIS

FIRST AMENDED COMPLAINT

Plaintiffs Lisa Griggs, Nick Griggs, Denise Kozell, April Otto, David Otto, Michael Sorci and Heather Sorci, (collectively "Plaintiffs"), by and through their attorneys, complain against the wrongful conduct of Defendants Furry Babies Incorporated, Furry Babies Fox Valley Inc., Furry Babies Joliet Inc., Furry Babies Stratford Square, Inc., Roger Trolinger, and Does 1 through 50, inclusive (collectively "Defendants"), as follows:

INTRODUCTION

1. The Defendants own and operate a chain of pet stores called "Furry Babies" that deceived Plaintiffs by selling sick and mistreated puppies, fabricating breeding certificates and other documentation, and engaging in other deceptive and unlawful practices related to the care and sale of the puppies purchased by Plaintiffs. As a result, Plaintiffs have suffered financial and emotional harm, as their beloved puppies have battled serious illness, behavioral issues, and in some cases even suffered premature death.

2. Plaintiffs placed their trust in the Defendants. Relying on the Defendants' oral and written representations that their puppies were healthy animals—"hand-picked" from reputable, USDA-licensed breeders—Plaintiffs paid significant sums to purchase animals that they expected to be of the highest quality. They were willing to pay a premium because they desired healthy puppies from humane sources.

3. Defendants' marketing was designed to appeal to consumers, like Plaintiffs, who share these concerns about the health and origin of their pets. Unlike typical pet stores, Defendants claim to give puppies the individual attention and care normally reserved for human infants. Defendants' website, advertisements, and marketing materials all proclaim that their animals are "hand-picked" and raised in a "nursery atmosphere." Defendants compare purchasing a puppy from their stores to "bringing a baby home from the hospital!" Defendants display their puppies in large cribs rather than cages, which they claim are "perfect for puppy socializing." "We care that our puppies are in the best of health," Defendants assure their customers. "Each puppy gets a health checkup before coming to our nursery, not just once, but twice."

4. The representations made to Plaintiffs by Defendants, including those described above, were false. On information and belief, Defendants did not acquire the puppies purchased by Plaintiffs from licensed or reputable breeders but rather from miserable facilities commonly known as "puppy mills" or other substandard breeding facilities. A puppy mill has been defined as "a dog breeding operation in which the health of the dogs is disregarded in order to maintain a low overhead and maximize profits." *Avenson v. Zegart*, 577 F.Supp. 958, 960 (D.C. Minn. 1984). Dogs kept in these types of facilities are frequently confined in tiny cages and deprived of adequate veterinary care, food, water, exercise or mental stimulation. On information and belief,

the illnesses and congenital or hereditary conditions suffered by the puppies Defendants sold to Plaintiffs were the result of substandard housing conditions, a disregard for proper canine husbandry practices, and/or irresponsible breeding practices. Indeed, the particular diseases and defects suffered by Plaintiffs' puppies – including, but not limited to, parvovirus, hip dysplasia, respiratory disease, hypoglycemia, heart conditions, and compromised immune systems – are typical of those found in dogs bred in puppy mills and other substandard breeding facilities. For the Griggs' and the Sorcis' puppies, the conditions proved fatal despite comprehensive medical care.

5. In addition to misrepresenting the origins and health of Plaintiffs' puppies, Defendants, on information and belief, continued to deny the puppies proper medical care after they reached the Defendants' stores. Finally, on information and belief, Defendants engaged in other abusive and unlawful practices to cut costs and deceive Plaintiffs and other consumers who sought to purchase healthy and humanely treated pets.

PARTIES

6. Plaintiff Heather Sorci, an individual, is a consumer residing in the County of DuPage, State of Illinois.

7. Plaintiff Michael Sorci, an individual, is a consumer residing in the County of DuPage, State of Illinois.

8. Plaintiff Lisa Griggs, an individual, is a consumer residing in the County of Bureau, State of Illinois.

9. Plaintiff Nick Griggs, an individual, is a consumer residing in the County of Bureau, State of Illinois.

10. Plaintiff Denise Kozell, an individual, is a consumer residing in the County of Marshall, State of Illinois.

11. Plaintiff April Otto, an individual, is a consumer residing in the County of Cook, State of Illinois.

12. Plaintiff David Otto, an individual, is a consumer residing in the County of Cook, State of Illinois.

13. Defendant Furry Babies Incorporated is an Illinois corporation with its principal place of business in the State of Illinois and with its registered agent, Carrie Trolinger, and president, Roger Trolinger, located in LaSalle County, Illinois.

14. Defendant Furry Babies Fox Valley, Inc., is an Illinois corporation with its principal place of business in the State of Illinois with its registered agent located in Kane, Kendall, Will and DuPage counties.

15. Defendant Furry Babies Joliet, Inc., is an Illinois corporation with its principal place of business in the State of Illinois located in Will and Kendall Counties.

16. Defendant Furry Babies Stratford Square, Inc., is an Illinois corporation with its principal place of business in the State of Illinois located in LaSalle County and its president, Roger Trolinger, located in LaSalle County.

17. Staff at the veterinary office affiliated with the Furry Babies Stratford Square Mall store as well as a salesperson at that store identified Trolinger as the owner, and Trolinger is listed on the Illinois Secretary of State website as the entity's president. He is also listed as the president of Furry Babies Inc. When Denise Kozell returned to the Furry Babies' location in Peru to seek answers and complain about Angel's health conditions, a salesperson identified Roger Trolinger as the owner of the store. The Griggs had contact with Carrie Trolinger as the

manager of the Peru store where they bought Duke. They were informed that Carrie Trolinger and her husband would not issue them a refund for their dead puppy. Therefore, on information and belief, Defendant Roger Trolinger, an individual domiciled in LaSalle County, is the franchisor and owner of multiple Furry Babies entities including the corporate defendants and the stores where the Plaintiffs purchased their puppies.

18. On information and belief, Furry Babies Incorporated, Furry Babies Fox Valley Inc., Furry Babies Joliet Inc. and Furry Babies Stratford Square, Inc. are alter-egos of the Furry Babies stores and of Roger Trolinger created to shield the Furry Babies stores and Trolinger from liability.

19. Plaintiffs do not know the true names and capacities of Does 1-50 and therefore sue those defendants by such fictitious names. Plaintiffs will seek leave to amend this Complaint after discovering their identities. Each fictitious defendant made or disseminated the false and misleading representations alleged in this Complaint.

20. On information and belief, at all times relevant herein, each of the Defendants was the agent, servant, employee, subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, or other representative of each of the remaining Defendants and was acting in such capacity in doing the things complained of and alleged in this Complaint.

21. On information and belief, at all times relevant herein, the employees of Defendants, their subsidiaries and related entities, as well as the employees of those subsidiaries and related entities, were the agents, servants, and employees of Defendants and each was acting within the purpose and scope of said agency and employment.

JURISDICTION AND VENUE

22. This Court has jurisdiction over the parties and subject matter pursuant to 75 ILCS 5/2-209(a)(1).

23. Venue is proper in this Circuit under 735 ILCS 5/2-103(a).

FACTUAL ALLEGATIONS

24. Consumer deception at Furry Babies begins from the moment its puppies are acquired. On information and belief, rather than hand-picking puppies from reputable and licensed USDA breeders, as promised in its ads, its marketing materials, and its oral representations, Defendants surreptitiously sourced the puppies purchased by Plaintiffs from brokers and breeders who are neither reputable nor licensed, located all over the Midwest. On information and belief, these puppies were born, raised, and transported in filthy conditions, deprived of social contact, shipped at ages younger than permitted by animal welfare regulations, bred from genetically unhealthy parents, and ultimately sold to Plaintiffs with limited or falsified, if any, breeding paperwork.

25. On information and belief, Trolinger is the individual primarily responsible for supplying, or procuring and then supplying, puppies to all the Furry Babies entities.

26. Defendants engage in numerous other practices to disguise the condition and origin of the puppies purchased by Plaintiffs and others. On information and belief, Defendant Roger Trolinger requires all sales staff to go through training prior to being allowed to work on the floor. In these sessions, Trolinger instructs staff to give canned and fraudulent answers in response to customer questions about the source and breeding of Defendants' puppies.

27. For example, if a customer asks whether the Defendants' puppies come from puppy mills, employees are told to answer that the puppies do not come from puppy mills but

instead come from “reputable, USDA-licensed breeders.” If customers inquire about the health of the Defendants’ puppies, employees are told to respond that any symptoms are simply “a reaction to shots.”

28. Defendants then adamantly refuse to refund customer funds or acknowledge wrongdoing when problems arise with a customer’s puppy, even when serious disorders or diseases become apparent mere hours after the purchase.

29. On information and belief, all of the Defendant franchises rely on Defendant Roger Trolinger to procure their puppies and, on information and belief, he routinely uses the same suppliers. Defendants also use and benefit from the same fraudulent representations made on the Furry Babies website, advertising (including radio), and hand-outs to customers.

30. For example, the Furry Babies website states:

a. “All Furry Babies puppies... are chosen personally by our staff of fellow puppy lovers.”

b. “We specialize in pure bred puppies and designer breeds from breeders that are hand-picked and USDA certified.”

c. “We care that our puppies are in the best of health.”

31. In-store advertising announcing the Furry Babies mission provides additional comfort to consumers: “We are dedicated to providing you with happy, healthy, [sic] companions and beautiful accessories for you both to enjoy.”

32. Each Furry Babies store also provides consumers with a “New Puppy Report Card” representing that the dog has been examined by a veterinarian and given a clean bill of health. The Report Card includes specific representations regarding “Coat and Skin,” “Eyes,”

“Nose and Throat,” “Mouth, Teeth and Gums,” “Legs and Paws,” “Heart,” “Lungs,” “Abdomen,” “Gastrointestinal System,” “Urogenital System,” and “Weight.”

33. Each Furry Babies sales contract includes express warranties regarding certain infectious diseases and genetic disorders, in which Defendants promise to provide veterinary care for sick puppies, within certain timeframes, at no charge to the customer.

34. Finally, Defendants consistently use the same misleading oral representations in order to close a sale. Specifically, the Defendants made each of the following representations, either orally or in writing, to one or more of Plaintiffs regarding their purchases:

a. The puppy had been screened for health and genetic issues.

(i) This representation was made to all Plaintiffs orally by store personnel prior to purchase and again in the warranty and vet report(s) provided when (usually immediately after) Plaintiffs purchased their puppies.

(ii) Kozell was told specifically by Carrie Trolinger and a store employee that health screening occurred several times before the puppies arrive at the store and in particular the day before the puppies get to the store.

(ii) Both the Sorcis and Kozell saw a sign in the Furry Babies store that indicated that the puppies were all USDA-approved, that all puppies had been health checked/screened and that health guarantees came with each puppy.

(iii) April Otto saw the representation that the puppies were vet-checked twice on the Furry Babies website prior to deciding to go to Furry Babies to purchase a puppy. She conveyed the information to her husband. She also remembers that there was marketing material in the store but did not read it again because she had already read it online.

b. The puppy was healthy.

(i) This representation was made to all Plaintiffs orally by store personnel around the time of purchase.

(ii) Denise Kozell remembers that Carrie Trolinger and a store employee were the people who sold her puppy to her and told her

that Angel was healthy.

(iii) The Sorcis specifically asked if Max was healthy and were told yes, and that he had recently undergone two vet checks. They also asked why the store was feeding Max a gel and the store clerk said it was just because he was a small breed and that once Max got accustomed to his new surroundings, he would no longer need it. Even after repeated requests for Max's papers and documentation of the second vet check, these documents were never provided to the Sorcis.

(iv) When the Ottos went to purchase their puppy, April noticed that Tommy was sneezing. She asked the sales person if Tommy was healthy and if it was normal or allergies or something else. The worker said it might be allergies or a reaction to different scents and reiterated that all the dogs were personally cared for and checked a couple of times by a vet. The health report card that the Ottos later received indicated that Tommy had an upper respiratory infection.

- c. The puppy had been cared for and socialized like a human infant.
 - (i) All plaintiffs went to the stores where the puppies were kept in cribs and where there were play pens.
 - (ii) A store employee told Kozell that all of the puppies were "bonded."
 - (iii) The Sorcis were told that the dogs were all personally looked after.
- d. The puppy was obtained from a USDA-licensed breeder.
 - (i) The Sorcis were told specifically by the sales representative when they went to the Furry Babies store that the owner hand-selected all of the puppies from USDA-certified breeders.
 - (ii) April Otto saw the representation that the puppies were from USDA-licensed private breeders and that they were chosen personally (hand-picked) by Furry Babies' staff of fellow puppy lovers on the Furry Babies website prior to deciding to go to Furry Babies to purchase a puppy. She conveyed the information to her husband.
 - (iii) The Griggs remember hearing specifically from Carrie Trolinger when they went to purchase Duke that the puppies were

hand-picked from licensed and reputable breeders.

(iv) Both the Sorcis and Kozell saw a sign in the Furry Babies store that indicated that the puppies were all USDA-approved.

(v) When Angel got sick, Furry Babies employees repeatedly reassured Kozell that Angel came from a USDA-licensed breeder.

35. Upon information and belief, Trolinger instructs his employees to make these oral misrepresentations to potential customers in order to disguise the inhumane origins of the puppies he sells, as well as to hide their failing health and poor prospects for living a full and healthy life. 36. These representations are not only misleading individually, but also under the totality of the circumstances, because they create a misleading narrative of carefully bred and humanely treated dogs with no health risks.

37. Each Plaintiff relied on the false and misleading representations he or she saw and heard in deciding to purchase a puppy from Defendants. Had the misrepresentations not been made, Plaintiffs would not have bought the puppies. Furthermore, had Plaintiffs been provided with the healthy, humanely bred and raised puppies that Defendants promised, then they likely would not have had to spend the time, money and emotional energy on puppies who suffered from illness, hereditary defects, and other issues from the start and the puppies themselves would have a better chance at a long and healthy life. Moreover, had the Defendants procured their puppies from reputable breeders, as Defendants represented, it is likely that the puppies would not have suffered from the health, behavioral and other issues that continue to plague them to this day.

Lisa and Nick Griggs

38. Plaintiff Nick Griggs, who is an Illinois State Trooper, and his wife, Plaintiff Lisa Griggs, bought a German Shepherd puppy, Duke, on Saturday, June 25, 2011, from the Furry Babies store in Peru, Illinois. The puppy was a Father's Day gift to Nick from Lisa.

39. On information and belief, the Furry Babies Store in Peru, now closed, was owned and operated by one of the Defendants in this case.

40. They considered buying a puppy directly from a breeder – to ensure good health and breeding – and had friends who had bought German Shepherd puppies in this fashion for approximately \$1,200. However, the Griggs figured that it was worth a few hundred dollars to have persons who touted themselves as experts select and screen the dog for them. They specifically bought the dogs because of the Peru Furry Babies store and its agents claims that they “hand pick” dogs from licensed breeders.

41. While they were in the Peru Furry Babies store to complete their purchase, store personnel, in particular Carrie Trolinger, Roger's wife, made the following oral representations to them: that the puppy had been screened for health and genetic issues, that he was healthy, and that the puppies were hand-picked from licensed and reputable breeders.

42. The Griggs were initially told by Carrie Trolinger that Duke would be \$1,399. When the Griggs returned to the store to pick up Duke, however, the price had increased to \$1,658 for unexplained reasons. Nonetheless the Griggs completed the purchase. (Griggs documentation attached hereto as Exhibit A).

43. When they took Duke home on Saturday, Duke strangely refused to eat. This continued through Sunday, but the Griggs figured that this was because of excitement and stress

from a new environment. It was not until Sunday night, when Duke became lethargic, that they began to think something might be wrong.

44. The Griggs brought Duke to the Fox Valley veterinarian on Monday, June 27, within the time frame mandated by their Furry Babies contract, for a normal checkup. They then took him home. That evening, events took a turn for the worse. Duke began to vomit extremely foul-smelling fluids. On Tuesday morning, they took Duke in again early in the morning. He was tested for parvo¹; results came back positive. Since the incubation period of the virus is 10 days, the puppy necessarily had parvo while in the pet store. Parvo is a deadly virus common among puppies bred in puppy mills or kept in otherwise filthy conditions, as it is transmitted via contact with feces and is highly contagious. The vet held onto Duke for the next week and ultimately had to put him to sleep, as his health continued to deteriorate, on Sunday, July 3.

45. Worried about their other dog's health, the Griggs took her into their regular vet. The vet told them their dog would be fine, but that the Griggs could get no other puppies for a few years, as the parvo virus had contaminated their home. They were instructed to bleach clean everything in the home, and to throw away all their dog toys. The Griggs even bleach cleaned the spots in their yard where the puppy had used the bathroom, killing their grass in the process.

46. Lisa Griggs told the Peru Furry Babies store what had happened, and they were offered a replacement puppy. Lisa stated that they could not take a replacement puppy because of the parvo and, in any event, did not want one from the store, after all they had been through. But the Peru Furry Babies store and its agents refused to refund their money.

¹ Canine parvovirus type 2 (CPV2, colloquially parvo) is a contagious virus mainly affecting dogs. The disease is highly contagious and is spread from dog to dog by direct or indirect contact with their feces. It can be especially severe in puppies that are not protected by maternal antibodies or vaccination. It has two distinct presentations, a cardiac and intestinal form. The common signs of the intestinal form are severe vomiting and dysentery. The cardiac form causes respiratory or cardiovascular failure in young puppies. Treatment often involves veterinary hospitalization. Vaccines can prevent this infection, but mortality can reach 91% in untreated cases.

47. The Griggs later discovered that the limited paperwork provided by the Peru Furry Babies store and its agents was fraudulent. When they looked up the name and number of the individual listed on Duke's paperwork, he was not a breeder but rather a farmer in Ohio named Lester Sachtleben. Sachtleben also told Nick Griggs that his German Shepherd—a "farm dog"—had become pregnant, so he sold some of the puppies to a man named Abe Miller. But Sachtleben told Nick that he was not in the business of breeding and knew nothing of any USDA licensing requirements.

48. Later Nick confronted Trolinger, the person identified to him by the Peru store and its agents as the owner of the Peru Furry Babies store, and Trolinger admitted that he had been doing business with Miller for many years.

49. To this day, the Griggs still have not been refunded their money.

Denise Kozell

50. Plaintiff Denise Kozell purchased a white miniature schnauzer from the Furry Babies store in Peru, Illinois, on September 27, 2010, at around 1 pm. On information and belief, the Furry Babies Store in Peru, now closed, was owned and operated by of the Defendants in this case.

51. She paid \$1,444.47 in cash for the dog. Denise named the dog Angel. (Kozell documentation attached hereto as Exhibit B. Where documents are not provided, Furry Babies either failed to produce them or Plaintiff cannot locate them. An affidavit to this effect will be filed to supplement this complaint).

52. Personnel at the Peru Furry Babies store told Kozell that Angel came from a local breeder and was in perfect health, hand-picked from humane breeders. They said Angel was from a good breeding line.

53. Kozell was also told by Carrie Trolinger and another representative from the Peru Furry Babies store that health screening occurred several times before the puppies arrive at the store and in particular the day before the puppies get to the store.

54. Kozell also noticed a sign in the Peru Furry Babies store that indicated that the puppies were all USDA-approved, that all puppies had been health checked/screened and that health guarantees came with each puppy.

55. The Peru Furry Babies store and its agents told Kozell that the store did not have paperwork for Angel at the moment but that it would be provided to her later. It took about two months to get the paperwork. When the paperwork finally came, it said that Abe and Vera Graber were the breeders and that Angel's parents are a black schnauzer and a black-silver schnauzer.

56. When she left the Peru Furry Babies store with Angel, Kozell was given records from the day before indicating that Angel had a clean bill of health—including specific checks for Angel's heart and lungs. Yet mere hours after taking Angel home, Kozell noticed significant breathing problems. She immediately took the dog to the vet affiliated with Furry Babies, who diagnosed a heart murmur, pneumonia, and hip dysplasia (an abnormal formation of the hip socket that can cause crippling lameness and painful arthritis of the joints). Hip dysplasia is an inherited and easily detectable condition, and a responsible breeder will not mate dogs that have such a condition. Pneumonia is an illness typical to puppies raised in unsanitary conditions and should have been detected had Angel's lungs been checked as indicated on the paperwork provided to her by Defendants.

57. Within an hour after bringing Angel home from the vet, the dog became aggressive and started biting. Angel has been an aggressive and nervous dog with severe behavioral problems ever since.

58. Two weeks after bringing Angel home, the puppy suffered a severe respiratory incident in which she was unable to breathe or catch her breath. Kozell rushed her to the vet affiliated with Furry Babies for treatment. Trolinger, Carrie Trolinger, the Peru Furry Babies store employees and its other agents told Kozell that they would not pay for an x-ray under the puppy's warranty because they claimed that the puppy was healthy when sold. The vet paid for the x-ray out of his own pocket. The x-ray revealed that Angel's lungs were filled with fluid.

59. Trolinger, Carrie Trolinger, Peru Furry Babies store employees and their other agents refused to pay for Angel's medicine to treat this condition despite the fact that Kozell requested a refund or help paying the vet bills approximately six times in the year following her purchase of Angel. Angel had to take medication twice a day for twenty-one days and be treated with a nebulizer. Kozell was forced to purchase her own nebulizer, despite the fact that Angel would have died without the treatment. After three months, the pneumonia was cured.

60. Angel has continued to have immune system, serious behavioral, and other issues and Kozell has spent thousands of dollars attempting to treat and rehabilitate these problems.

61. Trolinger, Carrie Trolinger, Peru Furry Babies store employees and their other agents have refused to provide any reimbursement to Kozell for these medical or other expenses, despite their fraudulent representations and the warranty provisions in her contract.

David and April Otto

62. Plaintiffs David Otto and April Otto purchased a male pug puppy, Tommy, for \$1,569 at the Furry Babies Joliet location on April 17, 2011. On information and belief, the Joliet Furry Babies store is owned and operated by Defendants Furry Babies Joliet Inc. and Trolinger.

63. While the price was high, the Ottos believed they were paying a premium for a healthy and high quality dog. In particular, they relied on the representation (both in store and on the website) of the Joliet Furry Babies store, its employees and its other agents that they personally knew all of their breeders. (Otto documentation attached hereto as Exhibit C).

64. April Otto saw the representation that the puppies were vet-checked twice, that the puppies were from USDA-licensed private breeders and that they were chosen personally (hand-picked) by Furry Babies' staff of fellow puppy lovers on the Furry Babies website which is, on information and belief, run and operated by Defendants, prior to deciding to go to Furry Babies to purchase a puppy. She informed her husband of these representations.

65. Tommy was sneezing a bit when they purchased him, but the Ottos were reassured by Joliet Furry Babies store employees that this was normal and that Tommy was healthy. They told the Ottos that pugs, as a breed, often get congested.

66. The Ottos took Tommy home and were surprised that he had behavioral abnormalities and would not eat.

67. The Ottos took Tommy in for the required consultation, and the vet stated that the dog should be brought back if the sneezing continued for two days. The sneezing continued, and Tommy was brought back. Tests indicated that he had Ecoli, Staph, Proteus and Enterococcus infections. These infections are typical to puppies born or kept in substandard conditions where conditions are unsanitary and dogs do not receive adequate veterinary care.

68. As the condition worsened, Tommy required constant nebulizing and medication in order to prevent respiratory failure. By April 20, 2011, his condition had continued to deteriorate and the Ottos took Tommy back to the vet, who determined that Tommy would have to remain for round-the-clock care in order to survive. He was kept at the vet for six days at a time, causing incredible anxiety for the Otto family.

69. Tommy was held in the Midwest Animal Hospital, the vet affiliated with Furry Babies, until chest x-rays finally showed that his respiratory tract was clear. When Tommy was returned to the Ottos and taken off of regular nebulizing and medication, however, his condition once again worsened. The Ottos were forced to return him to the vet, where Tommy once again received care for two months. When Tommy returned from his extended stay in the hospital, he had to be retrained. In particular, he would roll around in and eat his own feces.

70. The Ottos received only partial reimbursement from the Joliet Furry Babies store and its agents for the substantial veterinary expenses they incurred. Moreover, the Ottos were not sold the healthy, well-bred puppy they had been promised. Indeed, they recently discovered, through their own research, that the Joliet Furry Babies store and its agents did not acquire the puppy from a reputable private breeder but rather, on information and belief, from Abe Miller, who has documented USDA violations, who sold Tommy to Rubel Schlabach who then sold him to Trolinger.

Michael Sorci and Heather Sorci

71. Plaintiffs Michael and Heather Sorci purchased Max, a Morkie, on June 5, 2010 at the Furry Babies in the Stratford Mall in Bloomingdale, Illinois. On information and belief, the Stratford Mall Furry Babies store is owned and operated by Furry Babies Stratford Square, Inc. and Trolinger. Representations about the dog's health and breeding made by the Stratford Furry

Babies store employees were important to the Sorcis' decision to purchase Max. (Sorci documentation attached hereto as Exhibit D).

72. The Sorcis specifically asked store employees if Max was healthy and were told yes, and that he had recently undergone two vet checks. They also asked why the store was feeding Max a high calorie gel and the store employee said it was just because he was a small breed and that once Max got accustomed to his new surroundings, he would no longer need it.

73. The Sorcis were told specifically by a store employee prior to purchasing Max that the owner hand-selected all of the puppies from USDA-certified breeders.

74. While in the Stratford Furry Babies store, the Sorcis noticed a sign that indicated that the puppies were all USDA-approved, that all puppies had been health checked/screened and that health guarantees came with each puppy.

75. The Stratford Furry Babies store and its agents never provided Max's papers and documentation of the second vet check despite repeated requests.

76. As soon as Max got home, he would not eat. The Sorcis took him to the vet the next day, June 6. Max only weighed 1.5 lbs. and the vet tested his blood to see if he had hypoglycemia. Max's blood sugar was low and he had a possible liver shunt that the vet said it would test for at a later time. The vet suggested syringe feeding him every two hours.

77. Over the next few weeks Max threw up what he ate or showed no interest in the food. All he would do was sleep or lay there.

78. On June 8 at 2:45 a.m. Max was in a catatonic state and could not stand up without being held and his eyes were rolling into the back of his head. At 3 a.m. the Sorcis took him to Gulf Rose Animal Hospital. He was diagnosed with an extremely low blood sugar level of 35 and was hooked up to an IV.

79. Around this time, the Sorcis asked the Stratford Furry Babies store and its agents for information on Max's breeder, and Courtney at Furry Babies told them that it was Robert Basshor, who, according to the USDA's online database, is not USDA-licensed, and yet sells puppies to Trolinger. Indeed, the Sorcis were unable to find information on the alleged breeder, despite searching extensively online and checking puppyreports.com.

80. Max experienced another seizure and a continuous lack of appetite. The vet indicated that Max might have been too young when he was separated from his mother, a practice that is common among substandard breeders and can lead to a variety of health problems, and that there were clearly major health concerns besides hypoglycemia. The Sorcis incurred substantial vet bills trying to save Max.

81. On June 19, Michael Sorci took Max in to the Stratford Furry Babies store to show them how sick he was when the store and its agents refused to help with the vet bills. Furry Babies employees said that they would keep Max until he was healthy but later that day they rushed Max back to the vet where he passed away.

82. The store refunded the purchase price of Max but refused to cover any of the vet bills incurred in trying to save him.

COUNT I

(Illinois Consumer Fraud and Deceptive Business Practices Act)

83. Plaintiffs incorporate the allegations in paragraphs 1-82 as if fully set forth herein.

84. The Illinois Consumer Fraud and Deceptive Business Practices Act ("CFA") 815 ILCS 505/1 *et seq.* prohibits unfair or deceptive acts or practices, with intent that others rely upon such deceptive acts or practices, in the conduct of any trade or commerce.

85. Defendants engaged in such deceptive acts and practices by: disguising the true origin, condition, and health of their puppies; falsely claiming that all the breeders they use are reputable and/or USDA-licensed; disseminating marketing and other materials stating that their puppies were treated like human babies; fabricating documentation, including breeding certificates and health report cards; instructing employees to lie to customers in response to questions about the puppies; and warranting that veterinary expenses would be paid for.

86. The deceptive acts and practices include, among others:

a. The statement on Defendants' website that Furry Babies puppies are "hand-picked" and raised in a "nursery atmosphere."

b. The statement on Defendants' website that "[w]e care that our puppies are in the best of health. Each puppy gets a health checkup before coming to our nursery, not just once, but twice."

c. Instructions by Defendants to fabricate papers because up to 50% of the dogs were coming in without documentation. Information regarding the breeder, age of the dog, and registration number was simply copied off another dog's papers.

d. Instructions by Defendants to employees that, if customers asked whether puppies came from puppy mills or asked about the puppies' breeders, employees were to answer consistently that the puppies did not come from puppy mills but from "reputable, USDA-licensed breeders."

e. Instructions by Defendants to employees that, if customers inquired about the health of the puppies, or noticed sneezing or nasal discharge, employees were to respond consistently that any symptoms were simply "a reaction to shots."

f. The “New Puppy Report Card,” given to each buyer, representing that the dog had been examined by a veterinarian and given a clean bill of health.

87. These acts are unfair and deceptive individually and together in the totality.

88. Upon information and belief, Defendants intended that customers rely on these deceptive acts and practices in purchasing puppies from Furry Babies, with the knowledge that significant harm would result.

89. Plaintiffs purchased puppies in reliance on these deceptive acts and practices and incurred significant financial and personal costs as a result.

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendants and plead for injunctive relief, actual and punitive damages, all damages and remedies provided under the Illinois Consumer Fraud Act, and fees and costs.

COUNT II

(Breach of Contract)

90. Plaintiffs incorporate the allegations in paragraphs 1-82 as if fully set forth herein.

91. Plaintiffs entered into agreements with Defendants for the sale of puppies.

92. Defendants agreed to provide Plaintiffs with puppies from reputable, USDA-licensed private breeders, who had received “nursery-like” care and attention, in consideration for the purchase price of the puppies.

93. Defendants further agreed, as part of the transaction, that in the event of certain diseases or genetic disorders diagnosed within a designated time frame, all veterinary expenses would be paid for.

94. Defendants breached these promises and warranties by failing to deliver the promised goods to Plaintiffs and by consistently refusing to provide the promised care for puppies sickened by Defendants' mistreatment.

95. Plaintiffs suffered foreseeable damages from this breach, including veterinary expenses, lost wages, time, and emotional distress.

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendants and plead for direct, consequential and incidental damages.

COUNT III

(Breach of the Implied Warranty of Merchantability)

96. Plaintiffs incorporate the allegations in paragraphs 1-82 as if fully set forth herein.

97. The purchase of puppies was a purchase of "good" as defined by the Uniform Commercial Code ("UCC").

98. Certain Defendants were "merchants" within the meaning of the UCC.

99. An implied warranty of merchantability under UCC 2-314 provides an implied warranty that goods shall be merchantable in a contract for sale, where the seller is a merchant.

100. Certain Defendants breached the implied warranty of merchantability by selling sick puppies who were not acquired from USDA-licensed breeders.

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendants and plead for direct, consequential and incidental damages.

COUNT IV

(Fraud)

101. Plaintiffs incorporate the allegations in paragraphs 1-82 as if fully set forth herein.

102. Certain Defendants stated that they would provide Plaintiffs with healthy puppies from reputable, USDA-licensed private breeders, who had received “nursery-like” care and attention, in consideration for the purchase price of the puppies.

103. These statements were material to the Plaintiffs who relied upon them when purchasing their dogs.

104. Had Plaintiffs known that the warranty allegedly limits damages, they would never have agreed to the warranty given the misrepresentations made to them at the time of purchase.

105. Defendants knew that these statements were false and misleading and made them to induce the Plaintiffs to purchase their dogs from Furry Babies.

106. Due to their reliance on these false statements, Plaintiffs suffered damages.

WHEREFORE, Plaintiffs seek judgment in their favor and against Defendants and plead for direct, consequential, incidental and punitive damages.

COUNT VI

(Injunctive Relief)

107. Plaintiffs incorporate the allegations in paragraphs 1-82 as if fully set forth herein.

108. Plaintiffs had a clear and protectable right to truthful disclosures regarding Defendants’ sale of puppies.

109. Plaintiffs have suffered irreparable harm as a result of Defendants violation of this right.

110. Plaintiffs and other members of the public will imminently suffer similar harm absent injunctive relief, with no adequate remedy for damages.

111. Plaintiffs therefore seek an order enjoining Defendants from continuing its unfair and deceptive practices.

Relief Requested

WHEREFORE, Plaintiffs, Lisa Griggs, Nick Griggs, Denise Kozell, April Otto, David Otto, Michael Sorci and Heather Sorci, pray for an order and judgment:

- a. for actual, incidental, and punitive damages, including the purchase price and all expenses incurred due to Defendants' wrongful acts;
- b. for preliminary and permanent injunctive relief prohibiting the Defendants from continuing to engage in deceptive acts and practices, misrepresentations, and other unlawful conduct;
- c. for reasonable attorneys' fees and costs;
- d. for pre- and post-judgment interest; and
- e. for any other relief that this Court may deem appropriate.

Dated: June 5, 2013

Respectfully submitted,

Lisa Griggs, Nick Griggs, Denise Kozell,
April Otto, David Otto, Michael Sorci and
Heather Sorci



One of Their Attorneys

Thomas Matyas
Lisa S. Simmons
Christine H. Rosso
EDWARDS WILDMAN, PALMER LLP
225 West Wacker Drive
Chicago, IL 60606
(312) 201-2503
Firm #48791

Co-Counsel:

Christopher Berry (*motion to appear pro hac vice to be filed*)
Animal Legal Defense Fund

Gina Tomaselli (*motion to appear pro hac vice to be filed*)
The Humane Society of the United States

Exhibit A

AW11/189

Peru Shop

815-434-0363

Furry Babies

INC.



NAME: Lisa Grigg

ADDRESS: 1798 Sunflower Dr.
Varma IL 61375

PHONE: 815-228-5616

BREED: M / F : German Shepherd

DATE OF BIRTH: 4-13-11

MICROCHIP #: 069 612 120

REGISTERED Y / N REGISTRY ACA

BOOK #: 1165

DATE PURCHASED: 6-25-11

PURCHASE PRICE: \$ 1499

CASH CREDIT FINANCE

SOLD BY: Billie

CH X

PURCHASED PACKAGE: Y / N

HOW DID YOU HEAR ABOUT US? has another dog from us.

CALLBACKS:

Furry Babies

INC.

AW2011-789

Our Mission

We are dedicated to providing you with happy, healthy, companions and beautiful accessories for you both to enjoy.

Our Babies

Before our "Furry Babies" come to our store, they have already been given their first set of shots and worming. When our babies arrive at Furry Babies, Inc. and Animal Hospital at the Crossing gives them each a complete health wellness exam.

When you purchase a "Furry Baby" at Furry Babies, Inc., each baby is entitled to our K-9 wellness plan. This plan includes:

- ❖
-
- ❖
-
- ❖
-
- ❖
-
- ❖
-

At 8 weeks

A K-9 health exam, and fecal flotation and worming

At 10-12 weeks

A K-9 health exam and DHLPP-Cvk (2nd shots)

At 14-16 weeks

A K-9 health exam and DHLPP-Cvk (3rd shots)

At 16 weeks

Rabies

At 6-7 months

Spay/neuter



Note: local rabies tags will be the owner's responsibility. This plan is administered by the Animal Hospital at the Crossing and represents a significant discount over normal veterinary care. It ensures your baby has a healthy start in your family.

Limited Puppy Purchase Warranty

THIS WARRANTY IS NOT VALID UNLESS A LICENSED VETERINARIAN AT Animal Hospital at the Crossing EXAMINES YOUR 'FURRY BABY' WITHIN 4 BUSINESS DAYS OF PURCHASE!

When at the first exam should the veterinarian diagnose your baby with a physical health problem that requires future further veterinarian care, you may bring your pet to the Animal Hospital at the Crossing, where all reasonable treatment will be given at no charge to you. If the health problems are discovered to be debilitating, Furry Babies, Inc., will provide you with another "Furry Baby" in exchange, equal to your purchase price. Animal Hospital at the Crossing must concur with any diagnoses, which will govern the warranty.

➤ Limited 10 Day Puppy Warranty

Should a veterinarian diagnose your "Furry Baby" with Distemper, Parvovirus, Hepatitis, or parainfluenza with 10 days immediately after the purchase, you may bring it to the Animal Hospital at the Crossing where reasonable diagnostics and treatment will be given at no charge to you.

➤ Limited 1 Year Extended Warranty

Should your veterinarian diagnose your "Furry Baby" in its first year of life with a life altering congenital or hereditary disorder, Furry Babies, Inc., will allow full credit of the original purchase price to go towards another pet of your choice. Within 14 days of its diagnosis, you must provide Furry Babies, Inc., with your veterinarian's written report. This report must be concurred by Animal Hospital at the Crossing to govern this warranty.



Aurora-789

Official Disclosure Form



FURRY BABIES INC.

3940 rte 251 h-16 Peru,
IL

(815) 223-2229
License #13318

Breed: German Shepherd Sex: M Date of Birth: 4-13-11

Color: Blk+Tan Received On: 6-14-11

Age: _____ Breeder: Rester Schlaebach

Breeder Address: 2285 TR 116

Baltie, OH 43804

Breeder License #: _____ Pedigree Registry (if applicable): ACA

Registry Address: _____

Sire Name: AEM Mr. Boy Sire Reg#: OHABA 1113134 001

Dam Name: AEM Miriam Dam Reg#: OHABA 1113135 004

Hereditary or Congenital diseases of the Sire or Dam: _____

Retail Price: \$ 1499⁹⁹ (Plus \$49.98 fees and 7.25% tax)

Any and all inoculation or medical treatments will be noted in each puppy's vaccination record. This record contains all vaccinations and deworming prior to arrival as well as while in possession of Furry Babies Inc. Each client is entitled to all copies of all vaccination records.

Acknowledgement of Disclosures:

I hereby attest that all of the above information is true and correct to the best of my knowledge.

Billie Schmidt 6-25-11

Furry Babies Staff _____ Date

I hereby attest that this disclosure was posted near the crib of the dog for sale and that I have read all the disclosures. I further understand that I am entitled to keep a signed copy of this disclosure, all vaccination records, and the health warranty.

Lisa Friggs Lisa Friggs 6/25/2011

Customer Printed Name _____ Customer Signature _____ Date



Puppy Return Date: _____

Reason: _____

Book # 1165

AW 2011-789

Furry Babies

INC.



CHECKLIST

LG I UNDERSTAND THE LIMITED PUPPY PURCHASE WARRANTY AND UNDERSTAND THE PUPPY MUST BE SEEN BY FOX VALLEY VET HOSPITAL WITHIN 4 BUSINESS DAYS. IF THIS IS NOT DONE THE WARRANTY WILL BE VOIDED.

LG I UNDERSTAND THE 10 DAY PUPPY WARRANTY.

LG I UNDERSTAND THE CONDITIONS AND LIMITATIONS OF OUR 1 YR HEREDITARY OR CONGENITAL WARRANTY.

LG I UNDERSTAND THAT THE PUPPY MUST BE SEEN BY FOX VALLEY VET HOSPITAL TO BE COVERED BY THE WARRANTY.

LG FURRY BABIES DOES NOT GUARENTEE OUR PUPPIES FOR SHOWING OR BREEDING PURPOSES, ONLY AS A COMPANION PET.

LG I UNDERSTAND THE IMPORTANCE OF NUTRISTAT AND WAS EXPLAINED TO ABOUT HYPOGLYCEMIA.

LG I UNDERSTAND THE MICROCHIP IS NOT A GPS AND WHAT THE PURPOSE IS.

LG YOUR FURRY BABY IS ACM REGISTERED AND WILL RECEIVE PAPERS WITHIN 12-18 WEEKS IF YOUR FURRY BABY DOES NOT HAVE THEM AT TIME OF PURCHASE.

LG I UNDERSTAND THAT IS THE PUPPY IS RETURNED WITHIN 48 HOURS THAT I WILL BE CHARGES 50% BEING NO LESS THAN \$300.

LG I PROMISE TO LOVE AND CHERISH MY NEW ADDITION TO MY FAMILY.

I HAVE INITIALED AND COMPLETELY UNDERSTAND ALL OF THE ABOVE INFORMATION AND POLICIES THAT FURRY BABIES HAS TO OFFER.

CUSTOMER SIGNATURE

x Lisa Grigo

DATE

6-25-11

EMPLOYEE SIGNATURE

x Belle Schmitt

DATE

6-25-11

AW2011-789

Limitation of Warranty

Our "Furry Babies" are not sold on a trial basis, AND ALL PUPPY SALES ARE FINAL. NO REFUNDS OR RETURNS ARE PERMITTED. This limited warranty isn't either a short term or a long term health insurance, nor is it an all risk life insurance policy. Furry Babies, Inc., will not be responsible for any expenses that occur at any other veterinarian clinic other than Animal Hospital at the Crossing. Medical treatment under this warranty applies to medical conditions that were clearly in effect before your "Furry Baby" left our store.

Any health conditions, which may develop after the purchase of your pet, which are not a result of its stay at Furry Babies, Inc., will not be covered, and will be the customer's responsibility, including by not limited to

- Any infections such as: eyes, ears, skin, etc., after the first 10 days of purchase
- Hypoglycemia
- Trauma: i.e. hit by a car, stepped on, dog fights, dropped, etc.
- Nail trims
- Fleas and ticks treatment
- Any heartworm preventative or flea/tick preventative after the puppy kit
- Any optional product: i.e. Ear cleaner, vitamin supplements, shampoos, etc.
- Any fecals after initial puppy exam
- Any non-core item vaccine, i.e. giardia, etc.
- Bathing, grooming and boarding



For the pets, which are not under the care of Animal Hospital at the Crossing, after the purchase, it will be the customer's responsibility to provide documentation that the condition was pre-existing at the time of purchase, and that it was under the continuous care of a licensed veterinarian for the condition documented. Vaccinations, worming, and fecal samples will only be covered as outlined in our K-9 wellness plan. Any costs for diagnostic procedures will not be included in our 1-year warranty and are the responsibility of the customer. In addition, all puppies need to be seen for normal and regular veterinary care in order the warranties to apply.

Furry Babies, Inc., warrants our pets to the original purchaser only. It will be void if the pet is sold, traded, or not in the possession of the person who originally purchased it. There is not a warranty expressed or implied for training or behavior problems, along with hypoglycemia, or any allergy problems, neither for the owner or the pet itself. Our "Furry Babies" are provided strictly for the purpose of being companions. There is no warranty expressed or implied that you will be able to use your pet for showing or breeding purposes. If your "Furry Baby" can be registered (AKC, ACA, etc.,) you will be notified via phone or mail when we receive its registration papers, usually 12 to 18 weeks. These papers are a courtesy. Furry Babies, Inc., will not be responsible for any errors, omissions or misrepresentations by others. If for some reason your are eligible for credit to put towards another pet, you must return and sign over any registration paper belonging to that pet. This warranty is intended to clarify the customer's and Furry Babies, Inc.'s. rights and responsibilities should there be a problem with your pet. The first exam and the timely manner in which the veterinarian are submitted, are conditions precedent to the effectiveness of the limited warranty. The above constitutes the entire warranties provided by Furry Babies, Inc.

Buying a "Furry Baby" should not be an impulse decision. It is the customer's responsibility to understand that this decision is for the lifetime of the pet. Furry Babies, Inc. takes a considerable cost and risk when a "Furry Baby" leaves our store. WE DO NOT LOAN OUT PETS, but do realize that there are times that customers decide that they have made a mistake in buying a certain pet. If this does occur, that customer, within the first 48 hours that they are unable to keep the pet, at the discretion of Furry Babies, Inc. manager, may return the pet with an administration fee of 50% of the original price, being no less than \$300.00.

I have read the above Furry Babies, Inc. Warranty and Return Policy and understand these policies.
I also give permission to take and use my photo on Furry Babies Inc.'s website or advertising. X 16



Customer Signature: X Kim Grigg Date 6/25/11
Employee Signature: Billie [Signature] Date 6/25-11

 **Official Disclosure Form** 

FURRY BABIES INC.

3940 rte 251 h-16 Peru,
IL

(815) 223-2229

License #13318

Breed: German Shepherd Sex: M Date of Birth: 4-13-11

Color: Blk + Tan Received On: 6-14-11

Age: _____ Breeder: Rester Schlaebach

Breeder Address: 2285 TR 116

Baltie, OH 43804

Breeder License #: _____ Pedigree Registry (if applicable): ACA

Registry Address: _____

Sire Name: AEM Mr. Boy Sire Reg#: OH ABA 1113134 001

Dam Name: AEM Miriam Dam Reg#: OH ABA 1113135 004

Hereditary or Congenital diseases of the Sire or Dam: _____

Retail Price: \$ 1499⁹⁹ (Plus \$49.98 fees and 7.25% tax)

Any and all inoculation or medical treatments will be noted in each puppy's vaccination record. This record contains all vaccinations and deworming prior to arrival as well as while in possession of Furry Babies Inc. Each client is entitled to all copies of all vaccination records.

Acknowledgement of Disclosures:

I hereby attest that all of the above information is true and correct to the best of my knowledge.

Billie Schmitt 6-25-11

Furry Babies Staff

Date

I hereby attest that this disclosure was posted near the crib of the dog for sale and that I have read all the disclosures. I further understand that I am entitled to keep a signed copy of this disclosure, all vaccination records, and the health warranty.

Lisa Griggs

Lisa Griggs

6/25/2011

Customer Printed Name

Customer Signature

Date



Puppy Return Date: _____

Reason: _____

Book # 11165

Limited Puppy Purchase Warranty

This warranty is not valid unless a licensed veterinarian examines your "Furry Baby" within 4 business days of purchase. When at the first exam, should the veterinarian diagnose your pet with a physical health problem that requires future further veterinarian care, you may bring your pet to the Fox Valley Veterinary Hospital, where all reasonable treatment will be no charge to you. If the health problems are discovered to be debilitating, Furry Babies, Inc will provide you with another "Furry Baby" in exchange, equal to your purchase price. Fox Valley Veterinary Hospital must concur with any diagnosis, which will govern the warranty.

Limited 10 Day Puppy Warranty

Should a veterinarian diagnose your "Furry Baby" with Distemper, Parvovirus, Hepatitis, or Canine Influenza within 10 days immediately after the purchase, you may bring it to the Fox Valley Veterinary Hospital where reasonable diagnostics and treatment will be at no charge to you.

Limited 1 Year Extended Warranty

Should your veterinarian diagnose your "Furry Baby" in its first year of life with a congenital or hereditary disorder, Furry babies, Inc. will allow full credit of the original purchase price to go towards another pet of your choice. Within 14 days of its diagnosis, you must provide Furry Babies, Inc. with your veterinarian's written report. This report must be concurred by Fox Valley Veterinary Hospital to govern this warranty.

Limitation of Warranty

Our "Furry Babies" are not sold on a trial basis, and **ALL PUPPY SALES ARE FINAL. NO REFUNDS OR RETURNS ARE PERMITTED.** This limited warranty isn't either a short-term or long-term health insurance nor is it an all risk life insurance policy. Furry Babies, Inc. will not be responsible for any expenses that occur at any other veterinarian clinic other than Fox Valley Veterinary Hospital. Medical treatment under this warranty applies to medical conditions that were clearly in effect before your "Furry Baby" left our store. Any health conditions, which may develop after the purchase of your pet, which are not a result of its stay at Furry Babies, Inc., will not be covered, and will be the customer's responsibility. For the pets, which aren't under the care of Fox Valley Veterinary Hospital after the purchase, it will be the customer's responsibility to provide documentation that the condition was preexisting at the time of purchase, and that it was under continuous care of a licensed veterinarian for that condition

documented. Vaccinations, worming, and fecal exams will only be covered as outlined in our K-9 wellness plan. Any costs for diagnostic procedures will not be included under our 1-year warranty and are the responsibility of the customer. In addition, all puppies need to be seen for normal and regular veterinary care in order for warranties to apply.

Furry Babies, Inc., warrants our pets to the original purchaser only. It will be void if the pet is sold, traded, or not in possession of the person who originally purchased it. There is not a warranty expressed or implied for training or behavior problems, along with hypoglycemia, or any allergy problems, either for the owner, or for the pet itself. Our "furry babies" are provided strictly for the purpose of being companions. There is no warranty expressed or implied that you will be able to use your pet for showing or breeding purposes. If your "Furry Baby" can be registered (AKC, ACA, etc....), you will be notified via phone or mail when we receive its registration papers, usually 12 to 18 weeks. These papers are a courtesy. Furry Babies, Inc. will not be responsible for any errors, omissions, or misrepresentations by others. If for some reason you are eligible for credit to put towards another pet you must return and sign over any registration paper belonging to that pet. This warranty is intended to clarify the customer's and Furry Babies, Inc.'s rights and responsibilities should there be a problem with your pet. The first exam and the timely manner, in which the veterinarian are submitted, are conditions precedent to the effectiveness of the limited warranty. The above constitutes the entire warranties provided by Furry Babies, Inc.

Buying a "Furry Baby" should not be an impulse decision. It is the customer's responsibility to understand that this decision is for the lifetime of the pet. Furry Babies, Inc. takes a considerable cost and risk when a "Furry Baby" leaves our store. We **DO NOT** loan our pets out, but do realize that there are times that customers decide that they have made a mistake in buying a certain pet. If that does occur, that customer, within the first 48 hours that they are unable to keep the pet, at the discretion of the Furry Babies, Inc. manager, may return that pet with an administration fee of 50% of the original price, being no less than \$300.

I have read the above Furry Babies, Inc. Warranty and Return Policy and understand these policies.

Customer Signature J. Lopez Grijalva Date 8/9/08

Employee Signature Carrie Tolinger Date 8-9-08

Exhibit B

Furry Babies

CHECKLIST

AK I UNDERSTAND THE LIMITED PUPPY PURCHASE WARRANTY AND UNDERSTAND THE PUPPY MUST BE SEEN BY FOX VALLEY VET HOSPITAL WITHIN 4 BUSINESS DAYS. IF THIS IS NOT DONE THE WARRANTY WILL BE VOIDED.

AK I UNDERSTAND THE 10 DAY PUPPY WARRANTY.

AK I UNDERSTAND THE CONDITIONS AND LIMITATIONS OF OUR 1 YR HEREDITARY OR CONGENITAL WARRANTY.

AK I UNDERSTAND THAT THE PUPPY MUST BE SEEN BY FOX VALLEY VET HOSPITAL TO BE COVERED BY THE WARRANTY.

AK FURRY BABIES DOES NOT GUARENTEE OUR PUPPIES FOR SHOWING OR BREEDING PURPOSES, ONLY AS A COMPANION PET.

AK I UNDERSTAND THE IMPORTANCE OF NUTRISTAT AND WAS EXPLAINED TO ABOUT HYPOGLYCEMIA.

AK I UNDERSTAND THE MICROCHIP IS NOT A GPS AND WHAT THE PURPOSE IS.

AK YOUR FURRY BABY IS APR REGISTERED AND WILL RECEIVE PAPERS WITHIN 12-18 WEEKS IF YOUR FURRY BABY DOES NOT HAVE THEM AT TIME OF PURCHASE.

AK I UNDERSTAND THAT IS THE PUPPY IS RETURNED WITHIN 48 HOURS THAT I WILL BE CHARGES 50% BEING NO LESS THAN \$300.

AK I PROMISE TO LOVE AND CHERISH MY NEW ADDITION TO MY FAMILY.

I HAVE INITIALED AND COMPLETELY UNDERSTAND ALL OF THE ABOVE INFORMATION AND POLICIES THAT FURRY BABIES HAS TO OFFER.

CUSTOMER SIGNATURE

x Christi Kozler DATE 9-27-10

EMPLOYEE SIGNATURE

x Belle Schuyf DATE 9-27-10

Furry Babies, Inc.

3940 Rte. 251

Suite H16

Peru, IL 61354

815-223-2229



WWW.FURRYBABIESINC.COM

All puppies are micro-chipped.

All puppies are vet checked twice.

Puppy package includes:

- Three canine health exams at Fox Valley Veterinary Hospital Ottawa, IL.
- All first year routine puppy vaccinations.
- Fecal examination to ensure puppy is free of intestinal parasites.
- Spay or neuter.
- First month of flea & tick and heartworm medicine.
- Rabies vaccinations.
- ALL first year worming.

One year warranty against hereditary or congenital disease.

Puppy behavior plan & puppy nutrition plan

All puppies come from private breeders /licensed USDA breeders.

Exhibit C

Furry Babies

INC.

Our Mission

We are dedicated to providing you with happy, healthy, companions and beautiful accessories for you both to enjoy.

Our Babies

Before our "Furry Babies" come to our store, they have already been given their first sets of shots and intestinal deworming. When our babies arrive at Furry Babies, Inc., Midwest Animal Hospital gives them each a complete health wellness exam. When you purchase a "Furry Baby" at Furry Babies, Inc., each baby is entitled to our wellness plan.

This plan includes:

1. 3 Physical Health Exams, only the first three!
2. Distemper Boosters (10-12wks, 13-15wks, 16-18wks)
3. Bordetella if applicable.
4. Rabies Vaccine for first year (16wks), **your county's rabies tag not included.**
5. First Fecal Exam to be done at FIRST VISIT. second fecal included if first is positive.
6. Spay or Neuter, ONLY Surgery Included, performed 5-7 months old, or at Dr's Discretion.

Note: Local rabies tags as well as any upgraded spay/neuter operation, blood work, cones, and/or antibiotics (for the recovery of the spay/neuter operation), & pain meds will be the owner's responsibility. This plan is administered by the Midwest Animal Hospital and represents a significant discount over normal veterinary care. It ensures your baby has a healthy start in your family.

Limited Puppy Purchase Warranty

THIS WARRANTY IS NOT VALID UNLESS A LICENSED VETERINARIAN AT MIDWEST ANIMAL HOSPITAL EXAMINES YOUR 'FURRY BABY' WITHIN 4 BUSINESS DAYS OF PURCHASE!

When at the first exam, should Midwest Animal Hospital diagnose your baby with a physical health problem that requires future further veterinarian care, you may bring your pet to the Midwest Animal Hospital, where all reasonable treatment will be given at no charge to you. If the health problems are discovered to be debilitating, Furry Babies, Inc., will provide you with another "Furry Baby" **IN EXCHANGE**, equal to your purchase price. Midwest Animal Hospital must concur with any diagnoses, which will govern the warranty.

Limited 10 Day Puppy Warranty

Should our veterinarian diagnose your "Furry Baby" with Upper Respiratory, Skin Conditions, Distemper, Parvovirus, Hepatitis, or Parainfluenza within 10 days immediately after the purchase, you may bring it to the Midwest Animal Hospital where reasonable diagnostics and treatment will be given at no charge to you. Any treatment after the initial 10 days following purchase will be the owner's responsibility unless otherwise governed by our warranties.

Limited 1 Year Extended Warranty

Should your veterinarian diagnose your "Furry Baby" in its first year of life with a life altering congenital or hereditary disorder, Furry Babies, Inc., will allow full credit of the original purchase price to go towards another pet of your choice. Within 14 days of its diagnosis, you must provide Furry Babies, Inc., with your veterinarian's written report. This report must be concurred by Midwest Animal Hospital to govern this warranty.

Limitation of Warranty

Our "Furry Babies" are not sold on a trial basis, AND ALL PUPPY SALES ARE FINAL. NO REFUNDS OR RETURNS ARE PERMITTED. This limited warranty isn't either a short term or a long term health insurance, nor is it a life insurance policy. Furry Babies, Inc., will not be responsible for any expenses that occur at any other veterinarian's clinic other than Midwest Animal Hospital. Medical treatment under this warranty applies to medical conditions that were clearly in effect before your "Furry Baby" left our store, unless otherwise governed by our warranties.

Any health conditions, which may develop after the purchase of your pet, which are not a result of its stay at Furry Babies, Inc., will not be covered, and will be the customer's responsibility, including but not limited to

- Any infections or viruses such as: eyes, ears, skin, etc., after the first 10 days of purchase
- *• Hypoglycemia
- Trauma: i.e. hit by a car, stepped on, dog fights, dropped, etc.
- Nail trims
- Fleas and ticks treatment
- Any heartworm or flea/tick preventative after first kit, & annual heartworm blood test.
- Any optional product: i.e. ear cleaner, vitamin supplements, shampoos, etc.
- Any non-core item vaccine, i.e. lymes, giardia, leptos, or corona.
- Bathing, grooming and boarding
- Upgraded laser surgery, blood work, cone, antibiotics, or pain meds at the time of spay / neuter.



For the pets, which are not under the care of Midwest Animal Hospital after the purchase, it will be the customer's responsibility to provide documentation that the condition was pre-existing at the time of purchase, and that it was under the continuous care of a licensed veterinarian for the condition documented. Vaccinations, worming, and fecal samples will only be covered as outlined in our K-9 wellness plan. Any costs for diagnostic procedures will not be included in our 1-year warranty and are the responsibility of the customer, unless governed under our warranties. In addition, all puppies need to be seen for normal and regular veterinary care as scheduled by Midwest Animal Hospital in order for the puppy package and the warranty to apply.

Furry Babies, Inc., warranties our pets to the original purchaser only. It will be voided if the pet is sold, traded, or not in the possession of the person who originally purchased it. There is not a warranty expressed or implied for training or behavior problems, along with hypoglycemia, or any allergy problems, neither for the owner or the pet itself. Our "Furry Babies" are provided strictly for the purpose of being companions. There is no warranty expressed or implied that you will be able to use your pet for showing or breeding purposes. If your "Furry Baby" can be registered (AKC, ACA, etc..) you will be notified via phone or mail when we receive its registration papers, usually 12 to 18 weeks. These papers are a courtesy. Furry Babies, Inc., will not be responsible for any errors, omissions or misrepresentations by others. If for some reason you are eligible for credit to put towards another pet, you must return and sign over any registration paper belonging to that pet. This warranty is intended to clarify the customer's and Furry Babies, Inc.'s. rights and responsibilities should there be a problem with your pet. The first exam and the timely manner, in which the veterinarian are submitted, are conditions precedent to the effectiveness of the limited warranty. The above constitutes the entire warranties provided by Furry Babies, Inc.

Buying a "Furry Baby" should not be an impulse decision. It is the customer's responsibility to understand that this decision is for the lifetime of the pet. Furry Babies, Inc. takes a considerable cost and risk when a "Furry Baby" leaves our store. WE DO NOT LOAN OUR PETS OUT, but do realize that there are times that customers decide that they have made a mistake in buying a certain pet. If this does occur, that customer, within the first 48 hours that they are unable to keep the pet, at the discretion of Furry Babies, Inc. manager, may return the pet with an administration fee of 50% of the original price, being no less than \$300.00.

WE DO NOT COVER ANY OTHER PETS, OTHER THAN THIS ONE UNDER THIS WARRANTY!

I have read the above Furry Babies, Inc. Warranty and Return Policy and understand these policies.

Customer Signature: _____ Date 4-17-11

Employee Signature: Heather Eschler Date 4-17-11

Furry Babies

INC.

CHECKLIST

- I understand the Limited Puppy Purchase Warranty and understand the puppy must be seen by Midwest Animal Hospital within 4 business days. If this is not done warranty will be voided.
- I understand that I need to bring a fecal sample to my visit within the first 4 days.
- I understand the 10 Day Puppy warranty.
- I understand the conditions of our 1 year Hereditary or Congenital warranty.
- Furry Babies Does not guarantee our puppies for showing or breeding, our puppies are provided only as a companion pet.
- I understand the importance of Nutristat and was explained to about hypoglycemia.
- I understand the microchip is not GPS and what the purpose is.
- Your Furry Baby is not Registered and will receive papers within 12-18 weeks, if Furry Babies does not have them at time of purchase.
- I understand that if the puppy is returned within 48 hours that I will be charged 50% of the original price, being no less than \$300.
- I promise to love and cherish my new addition to my family.

I have initialed and completely understand all of the above information and policies that Furry Babies has to offer.

Customer Signature

X _____

Date 4-17-11

Employee Signature

X Hauer Espeland

Date 4-17-11

Midwest Animal Hospital

11205 183rd Place
Orland Park, IL 60467
708-478-7788

April Otto

Tommy

Congratulations on your pet purchase from Furry Babies! We know that you may have lots of questions regarding your new puppy including your free vaccines and spay/neuter. In order to guarantee those discounts outlined in your Furry Babies contract, you must be in compliance with the following:

AO

1. Your first visit must be within 4 days of the purchase date.

AO

2. You must have your pet vaccinated on the date(s) provided to you in your puppy booklet.

AO

3. Your puppy must be spayed/neutered between 4-6 months of age unless otherwise discussed by doctor.

AO

4. I agree and understand my contract with Furry Babies. If I do not follow the dates provided by Midwest Animal Hospital, my contract will be void and I will be responsible for all costs.

** Your Furry Babies contract includes the following:

- 3 Physical health exams, only the first three!
- DHPP boosters
- Bordetella boosters if applicable
- Rabies vaccine for first year, price of the county tag is not included
- First fecal exam; second fecal included if first is positive
- Intestinal deworming. Up to two treatments in first year
- Spay or neuter; ONLY surgery is included

April Otto
Signature

April 29 2011
Date

Exhibit D

Our Mission

We are dedicated to providing you with happy, healthy, companions and beautiful accessories for you both to enjoy.

Our Babies

Before our "Furry Babies" come to our store, they have already been given their first sets of shots and intestinal deworming. When our babies arrive at Furry Babies, Inc., Hanover Park Animal Care Center gives them each a complete health wellness exam. When you purchase a "Furry Baby" at Furry Babies, Inc., each baby is entitled to our wellness plan.

This plan includes:



1. 3 Physical Health Exams, only the first three!
2. Distemper Boosters
3. Bordetella (if applicable)
4. Rabies Vaccine for first year, your rabies tag **not** included.
5. First fecal exam, second fecal included if first is positive.
6. Intestinal deworming, 1 p to two treatments in first year of puppie's life
7. Spay or Neuter, (ONLY Surgery included, performed 4.5 - 5.5 months old, or at Dr's Discretion.

Note: Local rabies tags as well as any upgraded spay/neuter operation, blood work, cones, and/or antibiotics (for the recovery of the spay/neuter operation), & pain meds will be the owner's responsibility. This plan is administered by the Hanover Park Animal Care Center and represents a significant discount over normal veterinary care. It ensures your baby has a healthy start in your family.

Limited Puppy Purchase Warranty

THIS WARRANTY IS NOT VALID UNLESS A LICENSED VETERINARIAN AT HANOVER PARK ANIMAL CARE CENTER EXAMINES YOUR PUPPY BABY WITHIN 4 BUSINESS DAYS OF PURCHASE.

When at the first exam, should HPACC diagnose your baby with a physical health problem that requires future further veterinarian care, all reasonable treatment will be given at no charge to you. If the health problems are discovered to be debilitating, Furry Babies, Inc., will provide you with another "Furry Baby" IN EXCHANGE, equal to your purchase price. Hanover Park Animal Care Center must occur with any diagnoses, which will govern the warranty.

Limited 10 Day Puppy Warranty

Should HPACC diagnose your "Furry Baby" with Upper Respiratory, Skin Conditions, Distemper, Parvovirus, Hepatitis, or Parvovirus within 10 days immediately after the purchase, you may bring it to the Hanover Park Animal Care Center where reasonable diagnostics and treatment will be given at no charge to you. Any treatment after the initial 10 days following purchase will be owner's responsibility unless otherwise governed by our warranties.

Limited 1 Year Extended Warranty

Should your veterinarian diagnose your "Furry Baby" in its first year of life with a life altering congenital or hereditary disorder, Furry Babies, Inc., will allow full credit of the original purchase price to go towards another pet of your choice. Within 14 days of its diagnosis, you must provide Furry Babies, Inc., with your veterinarian's written report. This report must be concurred by Hanover Park Animal Care Center to govern this warranty.

Warranty of Warranties

Our "Furry Babies" are not sold on a trial basis. **AND ALL PUPPY SALES ARE FINAL. NO REFUNDS OR RETURNS ARE PERMITTED.** This limited warranty isn't either a short term or a long term health insurance, nor is it a life insurance policy. **Furry Babies, Inc., will not be responsible for any expenses that occur at any other veterinarian's clinic other than Hanover Park Animal Care Center.** Medical treatment under this warranty applies to medical conditions that were clearly in effect before your "Furry Baby" left our store, unless otherwise governed by our warranties.

Any health conditions, which may develop after the purchase of your pet, which are not a result of its stay at Furry Babies, Inc., will not be covered, and will be the customer's responsibility, including but not limited to:

- Any infections or viruses such as, eyes, ears, skin, etc., after the first 10 days of purchase
- Hypoglycemia
- Trauma, i.e. hit by a car, stepped on, dog fights, dropped, etc.,
- Nail trims
- Fleas and ticks treatment
- Any heartworm or flea/tick preventative after first kit, & annual heartworm blood test.
- Any optional product, i.e. ear cleaner, vitamin supplements, shampoos, etc.,
- Any non-core item vaccine, i.e. lymes, giardia, leptos, or corona.
- Bathing, grooming and boarding
- Upgraded laser surgery, blood work, cone, antibiotics, or pain meds at time of spay / neuter.



For the pets, which are not under the care of Hanover Park Animal Care Center after the purchase, it will be the customer's responsibility to provide documentation that the condition was pre-existing at the time of purchase, and that it was under the continuous care of a licensed veterinarian for the condition documented. Vaccinations, worming, and fecal samples will only be covered as outlined in our K-9 wellness plan. Any costs for diagnostic procedures will not be included in our 1-year warranty and are the responsibility of the customer, unless governed under our warranties. **In addition, all puppies need to be seen for normal and regular veterinary care in order the warranties to apply.**

Furry Babies, Inc., warrants our pets to the original purchaser only. It will be void if the pet is sold, traded, or not in the possession of the person who originally purchased it. There is not a warranty expressed or implied for training or behavior problems, along with hypoglycemia, or any allergy problems, neither for the owner or the pet itself. Our "Furry Babies" are provided strictly for the purpose of being companions. There is no warranty expressed or implied that you will be able to use your pet for showing or breeding purposes. If your "Furry Baby" can be registered (AKC, ACA, etc.) you will be notified via phone or mail when we receive its registration papers, usually 12 to 18 weeks. These papers are a courtesy. Furry Babies, Inc., will not be responsible for any errors, omissions or misrepresentations by others. If for some reason you are eligible for credit to put towards another pet, you must return and sign over any registration paper belonging to that pet. This warranty is intended to clarify the customer's and Furry Babies, Inc.'s rights and responsibilities should there be a problem with your pet. The first exam and the timely manner, in which the veterinarian are submitted, are conditions precedent to the effectiveness of the limited warranty. The above constitutes the entire warranties provided by Furry Babies, Inc.

Buying a "Furry Baby" should not be an impulse decision. It is the customer's responsibility to understand that this decision is for the lifetime of the pet. Furry Babies, Inc. takes a considerable cost and risk when a "Furry Baby" leaves our store. **WE DO NOT LOAN OUR PETS OUT,** but do realize that there are times that customers decide that they have made a mistake in buying a certain pet. If this does occur, that customer, within the first 48 hours that they are unable to keep the pet, at the discretion of Furry Babies, Inc. manager, may return the pet with an administration fee of 50% of the original price, being no less than \$500.00.

WE DO NOT COVER ANY OTHER PETS, OTHER THAN THIS ONE UNDER THIS WARRANTY!

I have read the above Furry Babies, Inc. Warranty and Return Policy and understand these policies.

Customer Signature: _____

Date: _____

Employee Signature: _____

Date: _____

Furry Babies

INC.

CHECKLIST

I understand the Limited Puppy Purchase Warranty and understand the puppy must be seen by Hanover Park Animal Care Center within 4 business days. If this is not done warranty will be voided.

I understand the 10 Day Puppy warranty.

I understand the conditions of our 1 year Hereditary or Congenital warranty.

Furry Babies Does not guarantee our puppies for showing or breeding purposes only as a companion pet.

I understand the importance of Nutristat and was explained to about hypoglycemia

I understand the microchip is not GPS and what the purpose is.

Your Furry Baby is Registered and will receive papers within 12-18 weeks. if Furry Babies does not have them at time of purchase.

I understand that if the puppy is returned within 48 hours that I will be charged 50% being no less than \$300.

I promise to love and cherish my new addition to my family.

I have initiated and completely understand all of the above information and policies that Furry Babies has to offer.

Customer Signature

_____ Date: _____

Employee Signature

_____ Date: _____

Furry Babies

INC.

6/19/10

Furry Babies Stratford Square is going to take in Max Sorci (Maltese/Yorkie) for as long as needed until his weight goes up to a healthy / normal weight, and shows improvement. i/e eating on his own.

Furry Babies will not charge Mr. and Mrs. Sorci anything for their treatment, meds or food given to Max.


Manager Signature

6-19-10
Date


Customer Signature

6-19-10
Date