

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

INDEX NO.

MARK ABRAHAMS and MERYL ABRAHAMS,

Plaintiffs,

COMPLAINT

- against -

JANE WITTHOHN d/b/a LOVE ON A LEASH and d/b/a
KUDDLE BUG PUPPY,

Defendants.

FILED MC
DEC 1 2009
ROCKLAND COUNTY
CLERK'S OFFICE

PLAINTIFFS, by their attorney, SAMUEL L. NEWMAN, complaining of the Defendant
alleges the following upon information and belief:

AS AND FOR A FIRST CAUSE OF ACTION

1. At all times hereinafter relevant Plaintiffs are and were residents of the County of Rockland.
2. Upon information and belief, Defendant is a resident and maintains a place of business in the County of Sullivan.
3. Upon information and belief, the Defendant is in the business of breeding and selling puppies.
4. That at the time of the purchase and for some time prior, the Defendant advertised the availability for purchase of puppies that were "litter box trained."
5. The Defendant offered to sell and the Plaintiffs offered to purchase a litter box trained Maltese puppy (named "Maya" AKC # TR88758601) from the Defendant and entered into a contract on July 8, 2009.
6. On or about July 8, 2009 the Plaintiffs paid to the Defendant the sum of \$300.00 as a

deposit for the said puppy named "Maya."

7. That the Plaintiffs picked up Maya from the Defendant on or about November 7, 2009, at which time they paid the balance of the sales price together with sales tax and also purchased various additional items, which the Defendant represented would be needed to acclimate the puppy to the Plaintiffs' home. At that time, the plaintiffs received a document entitled "Contract of Sale" which is annexed hereto as Appendix "A."
8. That within 24 hours of taking the dog to their home, Plaintiffs notified the Defendant that the dog did not comply with the representations made, did not comply with the requirements of the parties' agreement, and did not meet the specific needs of the Plaintiffs, which needs were made known to the Defendant on, and after, July 8, 2009.
9. The Defendant requested that the Plaintiffs maintain the dog in their home for a short time thereafter and assured the Plaintiffs that the dog would be "accustomed" and "acclimated" to the Plaintiffs' home.
10. It became clear to the Plaintiffs that Maya was not litter box trained in any manner.
11. The Plaintiffs promptly returned Maya to the Defendant who took possession of Maya on or about November 11, 2009.
12. Defendant has refused to refund any of the sums paid by the Plaintiffs in the sum of \$2,274.72 as a result of Defendant's breach of contract, which sum includes the price of the puppy of \$1,500.00, veterinarian examination of the puppy as required pursuant to the agreement of the parties in the sum of \$166.80, accessories and necessary items purchased from the Defendant and elsewhere, including but not limited to a litter box, litter, food, dog bed, bowls, etc. in the amount of \$480.71, and sales taxes totaling the sum of \$127.20.

AS AND FOR A SECOND CAUSE OF ACTION

13. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 12 of the Complaint as if set forth more fully hereat.
14. Upon receipt of the puppy Maya, it was clear that Maya was not in any manner “litter box trained” as represented and promised.
15. Upon information and belief, Defendant knew that the puppy was not litter box trained at the time of delivery and knew that the Defendant had not taken any steps to train the aforementioned puppy.
16. Upon information and belief, the Defendant intentionally delivered the puppy to the Plaintiffs despite the puppy not being as represented, knowing that the Plaintiffs would develop a bond and affection for the animal and would therefore be reluctant to reject the same after the puppy had been in the Plaintiffs’ home, and, upon information and belief, Defendant relied and relies upon that bond and affection that purchasers would quickly develop for the puppies sold to enable the Defendant to perpetrate a scheme to defraud the plaintiff and others as aforesaid.
17. That prior to taking possession of the puppy, the Plaintiffs relied on the representations of the Defendant that the puppy would be litter box trained and in other ways suitable for the Plaintiff’s needs.
18. Upon information and belief, the representations of the Defendant were false, and the Defendant knew they were false when made, the Defendant further knew that the Plaintiffs would rely on the representations and further knew that the Plaintiffs had no independent means to verify the representations before taking possession of the puppy.
19. By reason thereof, the Defendant has fraudulently induced the Plaintiffs to enter into an

agreement to purchase a puppy and has defrauded the Plaintiffs of their payment for the dog and the accessories purchased, and Plaintiffs demand treble damages and attorney's fees as may be determined by the Court.

AS AND FOR A THIRD CAUSE OF ACTION

20. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 19 of the Complaint as if set forth more fully hereat.
21. That the Defendant has engaged in deceptive acts and practices made unlawful pursuant to the General Business Law of the State of New York and specifically §349 which authorizes the imposition of treble damages and reasonable attorney's fees as determined by the Court pursuant to said section.

WHEREFORE, it is respectfully requested that the Court enter Judgement in favor of the Plaintiffs in the sum of \$2,274.71, together with interest, costs and disbursements, and finding that the Defendant has intentionally defrauded the Plaintiffs and awarding any damages to be trebled and awarding attorney's fees as may be determined by the court.

Dated: New City, New York
December 2, 2009

Yours, etc.



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