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**IN THE CIRCUIT COURT OF THE  
15<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

**EIRIN BRUHEIM and  
NORDIC LIGHTS FARM, LLC,**

**GENERAL JURISDICTION**

**PLAINTIFFS,**

**CASE NO. \_\_\_\_\_**

**vs.**

**MARK BELLISSIMO, TRYON  
INTERNATIONAL EQUESTRIAN CENTER,  
TRYON EQUESTRIAN, LLC,  
TRYON EQUESTRIAN FOUNDATION,  
TRYON EQUESTRIAN LODGING, INC.,  
TRYON EQUESTRIAN LODGING, LLC,  
TRYON EQUESTRIAN PARTNERS, LLC,  
TRYON EQUESTRIAN PROPERTIES, LLC,  
TRYON EQUESTRIAN PROPERTIES  
NO. 2, LLC,  
TRYON EQUESTRIAN SHOWS, LLC,  
TRYON EQUESTRIAN VILLAS, LLC,  
TRYON HORSE SHOWS, LLC,  
TRYON SHOWGROUNDS, LLC,  
EQUESTRIAN SPORTS PRODUCTIONS, LLC,  
and EQUESTRIAN SHOW HOLDINGS, LLC,**

**DEFENDANTS.**

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**PLAINTIFFS' ORIGINAL COMPLAINT**

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COME NOW, EIRIN BRUHEIM and NORDIC LIGHTS FARM, LLC (hereinafter collectively referred to as "Plaintiffs"), complaining of MARK BELLISSIMO, TRYON INTERNATIONAL EQUESTRIAN CENTER, TRYON EQUESTRIAN, LLC, TRYON EQUESTRIAN FOUNDATION, TRYON EQUESTRIAN LODGING, INC., TRYON EQUESTRIAN LODGING, LLC, TRYON EQUESTRIAN PARTNERS, LLC, TRYON EQUESTRIAN PROPERTIES, LLC, TRYON EQUESTRIAN PROPERTIES NO. 2, LLC,

TRYON EQUESTRIAN SHOWS, LLC, TRYON EQUESTRIAN VILLAS, LLC, TRYON HORSE SHOWS, LLC, TRYON SHOWGROUNDS, LLC, EQUESTRIAN SPORTS PRODUCTIONS, LLC and EQUESTRIAN SHOW HOLDINGS, LLC (collectively referred to herein as “Defendants”) and for the following causes of action would respectfully show the Court:

**I.**  
**PARTIES**

1. Plaintiffs EIRIN BRUHEIM is an individual and resident of Harris County, Texas.
2. Plaintiff NORDIC LIGHTS FARM, LLC is a Texas limited liability company located in Tomball, Harris County, Texas.
3. At all relevant and material times, Defendant MARK BELLISSIMO is an individual and resident of Wellington, Palm Beach County, Florida.
4. Defendant EQUESTRIAN SPORTS PRODUCTIONS, LLC is a Florida limited liability company with its principal address and registered address as 14440 Pierson Road, Wellington, Palm Beach County, Florida 33414. Its Registered Agent and Manager is Mark J. Bellissimo.
5. Defendant EQUESTRIAN SHOW HOLDINGS, LLC is a Florida limited liability company with its principal address as 14440 Pierson Road, Wellington, Palm Beach County, Florida 33414. Its Registered Agent Name and Address are Mark J. Bellissimo, 13501 South Shore Blvd., Suite 103, Wellington, Palm Beach County, Florida 33414. Mr. Bellissimo is also the company’s Manager.
6. Upon information and belief, and at all relevant and material times, Defendants TRYON INTERNATIONAL EQUESTRIAN CENTER, TRYON EQUESTRIAN, LLC, TRYON EQUESTRIAN FOUNDATION, TRYON EQUESTRIAN LODGING, INC., TRYON

EQUESTRIAN LODGING, LLC, TRYON EQUESTRIAN PARTNERS, LLC, TRYON EQUESTRIAN PROPERTIES, LLC, TRYON EQUESTRIAN PROPERTIES NO. 2, LLC, TRYON EQUESTRIAN SHOWS, LLC, TRYON EQUESTRIAN VILLAS, LLC, TRYON HORSE SHOWS, LLC, and TRYON SHOWGROUNDS, LLC are either assumed names of other related named defendants in this action or are North Carolina companies with their principal place of business in Tryon, North Carolina. These Defendants may be served with process through their registered agents, William A. McFarland, Jr., at their registered office, 39 South Trade Street, Tryon, North Carolina 28782-6654, or at their Principal Office, 4066 Pea Ridge Road, Mill Spring, North Carolina 28756-5517. *See Florida Statutes* §§ 48.161, 48.194, and 48.195. Defendant MARK BELLISSIMO is a registered company official of each of these Defendant entities.

7. Defendant TRYON EQUESTRIAN PROPERTIES, LLC is also registered with the State of Florida with the following registered agent and address: Mark J. Bellissimo, 13501 South Shore Blvd., #103, Wellington, Florida 33414.

## **II.** **JURISDICTION**

8. Jurisdiction is proper in this Court, because this is an action that seeks equitable relief, among other remedies, and Plaintiffs' claims for damages exceed \$15,000, exclusive of interests and costs. *See Florida Statutes* §§ 26.012 and 34.01.

## **III.** **VENUE**

9. Venue is proper in Palm Beach County, Florida, because this action is brought in the county where Defendant MARK BELLISSIMO resides and where Defendants EQUESTRIAN SPORTS PRODUCTIONS, LLC and EQUESTRIAN SHOW HOLDINGS, LLC have their

principal offices. *See* Florida Statute § 47.011.

10. Upon information and belief, Defendant BELLISSIMO is a registered company official for all entity Defendants and the key material witness to all relevant events surrounding the basis of this lawsuit—he was the principal organizer, manager, and operator of the subject horse competition, and he was present at the subject horse competition, witnessed the subject incident, and made certain key decisions relating to a weather delay and recommencement of competition on the fateful day in question. So, for Defendant BELLISSIMO's convenience (as well as for the convenience of the other Florida Defendants), venue is proper in Palm Beach County, Florida. *See Wynn Drywall, Inc. v. Aequicap Program Administrators, Inc.*, 953 So. 2d 28 (Fla. 4<sup>th</sup> DCA 2007).

**IV.**  
**JURY DEMAND**

11. Plaintiff demands a jury trial and has tendered the appropriate fee.

**V.**  
**CONDITIONS PRECEDENT & CAPACITIES**

12. All conditions precedent, if any, have been performed or have occurred or have been waived. Plaintiffs sue Defendants in all capacities and under all assumed names in which they are entitled to recover.

**VI.**  
**GENERAL ALLEGATIONS AGAINST DEFENDANTS**

13. On or about July 9, 2015, Plaintiff EIRIN BRUHEIM was participating in a qualifying round of a United States Equestrian Federation (USEF) Premier-rated, Level 5 jumping competition at an arena believed to be owned, operated, and managed at all material times by one or more Defendants and advertised at all material times as Defendant TRYON INTERNATIONAL

EQUESTRIAN CENTER (TIEC).

14. If Plaintiff EIRIN BRUHEIM did well enough in the qualifying round of Premier-rated, Level 5 jumping competition on July 9, 2015—which she fully expected to do—she would advance to the Grand Prix competition scheduled to begin the following day, on July 10, 2015.

15. This qualifying round of USEF Premier-rated, Level 5 jumping competition was governed by the USEF General Rules, including “GR832 Interruption of Procedure: If weather appears to be imminently affecting the safety and welfare of horses and/or exhibitors, it shall be the responsibility of competition management...to stop the competition until it is safe to recommence. If a competition in progress must be stopped due to a storm, accident, or other emergency, the Show Committee will decide whether to re-commence.”

16. This qualifying round of USEF Premier-rated, Level 5 jumping competition was also governed by the USEF Hunter Jumper Rules, including HJ105 “Competition Standards Requirements” that provides, “Adequate and knowledgeable jump crew, in gate, and other personnel to assist in the operation of the competition.”

17. For the safety and well-being of horses and riders, another USEF rule governing the competition prevented the qualifying round of competition scheduled for July 9, 2015 to be on the same day as the Grand Prix competition scheduled to begin on July 10, 2015. Therefore, if the July 9<sup>th</sup> competition was unable to be completed on July 9<sup>th</sup> and had to be finished on July 10<sup>th</sup>, then commencement of the Grand Prix competition would have to be postponed until some day after the qualifying round was finished. If at all possible, one or more Defendants wanted to avoid this type of disruption to the competition schedule, because they would risk losing considerable sums of money from lost entry fees, boarding fees, spectators, and concessions.

18. At some point during the day on July 9, 2015, inclement weather rolled into the area of the

competition that “imminently affect[ed] the safety and welfare of horses and exhibitors” (including Plaintiff EIRIN BRUHEIM), and one or more of the Defendants stopped competition and instituted a weather delay pursuant to GR832.

19. An hour or so later, even though the weather had not improved and still “imminently affect[ed] the safety and welfare of horses and exhibitors” (including Plaintiff EIRIN BRUHEIM), one or more of the Defendants, or their inadequate and/or unknowledgeable personnel, willfully and wantonly disregarded the safety of the participants by ending the weather delay and ordering the competition to recommence.

20. If Plaintiff EIRIN BRUHEIM had withdrawn from the competition because of the weather: (a) she may not have qualified for the Grand Prix; (b) she may have lost substantial entry, start, nomination, and boarding fees; (c) she may have lost standing in individual rankings; and (d) her horses may have lost value from not competing and otherwise finishing the month-long competition at Tryon and being shown in the Grand Prix, which is the highest level of competition attracting the largest number of spectators.

21. So, after waiting for another competitor ahead of her to finish his round after the weather delay, Plaintiff EIRIN BRUHEIM re-entered the ring for her next round of competition.

22. More than halfway through the round of competition, a combination of lightning, thunder, rain, and wind hit near and in the arena, causing Plaintiff EIRIN BRUHEIM’s horse to spook and react suddenly and uncharacteristically during a technical aspect of the round and topple into the next jump and fall and roll over Plaintiff EIRIN BRUHEIM.

23. The collision caused serious and continuing head and brain injuries to Plaintiff EIRIN BRUHEIM, as well as serious and continuing emotional and psychological injuries and mental anguish, and as a result Plaintiff EIRIN BRUHEIM fears that she will never be able to ride horses

again.

24. Prior to the incident, Plaintiff EIRIN BRUHEIM was well on her way to becoming, if she was not already, an international equestrian jumping star. In August 2010, at the Youth Olympic Games in Singapore, Plaintiff EIRIN BRUHEIM was the only American showjumper to qualify for the Games. After that successful springboard into international competition at the age of 18, she continued competing and excelling worldwide in international competitions, Grand Prix events, and other 5-Star horse competitions and shows. By 2015, she had joined the Norwegian national team and was preparing to help Norway qualify for the 2016 Olympics in Brazil. Immediately following the competition at Tryon, Plaintiff EIRIN BRUHEIM intended to compete in the Old Salem Horse Show and Spruce Meadows before traveling to Europe to show in the Global Champions Tour.

25. All of Plaintiff EIRIN BRUHEIM's past successes and future potential, however, were lost, because Defendants willfully and wantonly disregarded her safety by recommencing competition despite the dangerously bad weather continuing, which had led Defendants to institute a weather delay only about an hour earlier. Plaintiff EIRIN BRUHEIM's head and brain injuries were, and continue to be, tragically severe and forever life-changing, and they do not cover her emotional and psychological injuries, including mental anguish, depression, anxiety and panic attacks.

26. Because of Defendants' willful and wanton disregard for the safety of Plaintiff EIRIN BRUHEIM and her horse, and the resulting injuries to both, Plaintiff EIRIN BRUHEIM was unable to ride her horse again, and as a direct result the valuable, high-pedigreed horse lost significant value from not being shown and competed on and from public perception of the horse being a damaged good after the accident. Therefore, Plaintiffs were damaged.

27. Plaintiffs would show the Court that the negligent acts and omissions of Defendants, as set out herein, separately and collectively, were a direct and proximate cause of the incident in question and the resulting injuries and damages sustained by Plaintiffs.

**VII.**  
**CAUSES OF ACTION AGAINST DEFENDANTS**

**A. COUNT ONE: Negligence – Premises Liability**

28. Plaintiffs re-allege and adopt by reference paragraphs 1 through 27 above.

29. At all material times, one or more of the Defendants owned the land on which Plaintiff EIRIN BRUHEIM was injured and operated the horse jumping competition in which she was participating.

30. At all material times, one or more of the Defendants organized, managed, and operated the competition in which Plaintiff EIRIN BRUHEIM was participating when she was injured.

31. At the time Plaintiff EIRIN BRUHEIM entered one or more of Defendants' premises, she was participating in a USEF competition governed by the USEF General Rules, including "GR832 Interruption of Procedure: If weather appears to be imminently affecting the safety and welfare of horses and/or exhibitors, it shall be the responsibility of competition management...to stop the competition until it is safe to recommence. If a competition in progress must be stopped due to a storm, accident, or other emergency, the Show Committee will decide whether to recommence."

32. This qualifying round of USEF Premier-rated, Level 5 jumping competition was also governed by the USEF Hunter Jumper Rules, including HJ105 "Competition Standards Requirements" that provides, "Adequate and knowledgeable jump crew, in gate, and other personnel to assist in the operation of the competition."



33. Plaintiff EIRIN BRUHEIM was an invitee to whom one or more Defendants then owed a duty to exercise ordinary care, including the duty to discover any unreasonably dangerous conditions existing on the premises and the duty to warn Plaintiff of the existence of such dangerous conditions.

34. More specifically—during and following the weather delay that Defendants instituted earlier on July 9, 2015, and before Defendants re-commenced the competition in which Plaintiff EIRIN BRUHEIM was injured—one or more Defendants had a duty to check the weather forecast, Doppler radar, and other data to determine if unreasonably dangerous weather conditions persisted on their premises, which would “imminently affect the safety and welfare of horses and exhibitors.”

35. One or more Defendants and/or their inadequate and unknowledgeable personnel breached their duty to Plaintiff ERIN BRUHEIM by recommencing competition on July 9, 2015 despite dangerous weather on the premises and forcing competitors to compete in the dangerous weather there. In doing so, Defendants willfully and wantonly disregarded Plaintiff ERIN BRUHEIM’s safety and caused her injuries and damages.

36. One or more of the Defendants (as the premises owner of the Tryon International Equestrian Center and/or equine activity sponsor and/or equine professional and/or person engaged in an equine activity) either knew or should have known that on or about July 9, 2015, weather was imminently affecting the safety and welfare of Plaintiff EIRIN BRUHEIM and her horse while they were competing on Defendant(s)’ premises, yet Defendant(s) chose to willfully and wantonly disregard the safety of Plaintiff EIRIN BRUHEIM and the other participants by recommencing competition and failing to warn Plaintiff EIRIN BRUHEIM and the other participants of such unreasonably dangerous weather.

37. Alternatively, even if Plaintiff EIRIN BRUHEIM was aware of the open and obvious weather conditions before she competed, one or more of the Defendants instructed her and other competitors to begin warming up before re-commencement of competition, and Plaintiff EIRIN BRUHEIM was forced to compete in the qualifying round of competition to qualify for the Grand Prix competition scheduled to begin the following day. One or more of the Defendants should have anticipated that Plaintiff EIRIN BRUHEIM was unable to avoid the unreasonable risks of weather, if she was going to advance to the Grand Prix competition scheduled to begin the following day.

38. Plaintiff EIRIN BRUHEIM relied on Defendants to her detriment to know, and advise her of, the current weather conditions and weather forecasts during periods of inclement weather in order to know whether it was imminently affecting the safety and welfare of horses and riders.

39. It was reasonable for Plaintiff EIRIN BRUHEIM to assume that the weather conditions had improved and were no longer dangerous since Defendants who were managing the competition had paused competition due to inclement weather but then later lifted the weather delay when conditions allegedly improved. Defendants were in a better position to know weather conditions than Plaintiff EIRIN BRUHEIM, who was warming up her horse per Defendants' instructions.

40. Defendants' negligence therefore proximately caused Plaintiff injuries and damages in one or more of the following ways:

- a.) Failing to properly maintain the premises in a reasonably safe condition;
- b.) Failing to correct the condition (i.e., weather appearing to be imminently affecting the safety and welfare of horses and/or exhibitors) by taking reasonable measure to safeguard persons who entered the Tryon International Equestrian Center;

- c.) Failing to inspect the Tryon International Equestrian Center where the dangerous condition (i.e., weather appearing to be imminently affecting the safety and welfare of horses and/or exhibitors) existed;
- d.) Failing to provide warnings or warning signs;
- e.) Maintaining and/or managing the Tryon International Equestrian Center in a reckless and careless manner; and
- f.) Negligence in general.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon the trial of this cause, Plaintiffs have judgment against one or more of the Defendants for the following past and future damages, pre-judgment interest at the highest legal rate allowed by law, post-judgment interest at the highest legal rate allowed by law, all costs of court, and for such other and further relief, both general and special, either at law or in equity, to which Plaintiffs are entitled, including the following past and future losses:

- (a) Plaintiff EIRIN BRUHEIM's pain, suffering, and mental anguish;
- (b) Plaintiff EIRIN BRUHEIM's loss of earnings and earning capacity;
- (c) Plaintiff EIRIN BRUHEIM's physical impairment;
- (d) Plaintiff EIRIN BRUHEIM's necessary medical, therapeutic, pharmaceutical and hospital care, including rehabilitative services and devices; and
- (e) Physical and psychological injuries to Plaintiff NORDIC LIGHTS FARM, LLC's horse "Nlf Favorite,"
- (f) Loss in value, earning capacity, and stigma damages of Plaintiffs' horses.

**B. COUNT TWO: Negligence Per Se**

41. Plaintiffs re-allege and adopt by reference paragraphs 1 through 40 above.

42. Under North Carolina General Statutes, Chapter 99E, Article 1, Part 1 (the “Equine Activity Liability” Statute), “...an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership [including one or more of the Defendants], shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities... unless Defendant(s) c]ommit an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.” (emphasis added).

43. The Equine Activity Liability Statute also does not protect Defendants who failed to comply with the warning requirements (signs and contracts) set forth in 99E-3.

44. At the time Plaintiff EIRIN BRUHEIM entered one or more of Defendants’ premises, she was participating in a USEF competition governed by the USEF General Rules, including “GR832 Interruption of Procedure: If weather appears to be imminently affecting the safety and welfare of horses and/or exhibitors, it shall be the responsibility of competition management...to stop the competition until it is safe to recommence. If a competition in progress must be stopped due to a storm, accident, or other emergency, the Show Committee will decide whether to re-commence.”

45. This qualifying round of USEF Premier-rated, Level 5 jumping competition was also governed by the USEF Hunter Jumper Rules, including HJ105 “Competition Standards Requirements” that provides, “Adequate and knowledgeable jump crew, in gate, and other personnel to assist in the operation of the competition.”

46. One or more of the Defendants willfully and wantonly disregarded the above-referenced rules governing the competition, and willfully and wantonly disregarded the safety of Plaintiff EIRIN BRUHEIM, when they recommenced the competition after a weather delay even though the weather had not improved and continued to imminently affect Plaintiff EIRIN BRUHEIM's safety and welfare.

47. In addition, one or more of the Defendants failed to have adequate and knowledgeable personnel to assist in the operation of the competition, because adequate and knowledgeable personnel should have researched the current weather conditions and weather forecast and should have known that the weather had not improved and continued to imminently affect Plaintiff EIRIN BRUHEIM's safety and welfare.

48. Alternatively, even if Plaintiff EIRIN BRUHEIM was aware of the open and obvious weather conditions before she competed, one or more of the Defendants instructed her and other competitors to begin warming up before re-commencement of competition, and Plaintiff EIRIN BRUHEIM was forced to compete in the qualifying round of competition to qualify for the Grand Prix competition scheduled to begin the following day. One or more of the Defendants should have anticipated that Plaintiff EIRIN BRUHEIM was unable to avoid the unreasonable risks of weather, if she was going to advance to the Grand Prix competition scheduled to begin the following day.

49. Plaintiff EIRIN BRUHEIM relied on Defendants to her detriment to know, and advise her of, the current weather conditions and weather forecasts during periods of inclement weather in order to know whether it was imminently affecting the safety and welfare of horses and riders.

50. Defendants' negligence therefore proximately caused Plaintiff injuries and damages in one or more of the following ways pursuant to the above-referenced USEF Rules governing the competition and the Equine Activity Liability Statute:

- a.) Recommencing competition when it was not safe to do so.
- b.) Failing to provide adequate and knowledgeable jump crew, in gate, and other personnel to assist in the operation of the competition
- c.) Operating and/or managing the subject competition at the Tryon International Equestrian Center in a reckless and careless manner; and
- d.) Negligence in general.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon the trial of this cause, Plaintiffs have judgment against one or more of the Defendants for the following past and future damages, pre-judgment interest at the highest legal rate allowed by law, post-judgment interest at the highest legal rate allowed by law, all costs of court, and for such other and further relief, both general and special, either at law or in equity, to which Plaintiffs are entitled, including the following past and future losses:

- a. Plaintiff EIRIN BRUHEIM's pain, suffering, and mental anguish;
- b. Plaintiff EIRIN BRUHEIM's loss of earnings and earning capacity;
- c. Plaintiff EIRIN BRUHEIM's physical impairment;
- d. Plaintiff EIRIN BRUHEIM's necessary medical, therapeutic, pharmaceutical and hospital care, including rehabilitative services and devices;
- e. Physical and psychological injuries to Plaintiff NORDIC LIGHTS FARM, LLC's horse "Nlf Favorite;" and
- f. Loss in value, earning capacity, and stigma damages of Plaintiffs' horses.

**C. COUNT THREE: Stigma Damages and Diminished Value of Horses**

51. Plaintiffs re-allege and adopt by reference paragraphs 1 through 50 above.

52. At the time of Plaintiff EIRIN BRUHEIM's accident on July 9, 2015, she was competing at the highest level of competition on the top level of horses.

53. More specifically, prior to her catastrophic injuries, Plaintiff EIRIN BRUHEIM primarily competed on the following three horses:

- a. "Nlf Favorite" who Plaintiff NORDIC LIGHTS FARM, LLC bought in or around September or October 2013 for approximately \$1,000,000 EUR;
- b. "Nlf Newsflash", who Plaintiff NORDIC LIGHTS FARM, LLC bought in or around February 2013 for approximately \$800,000 USD; and
- c. "Billy On Show", who Plaintiff NORDIC LIGHTS FARM, LLC bought in or around February 2013 for approximately \$400,000 USD.

54. The value of jumping horses is derived in large part from being seen, and winning, in competition. A jumping horse that is involved in an accident suffers diminished value not only from the physical injuries it sustained in the accident, but also from the horse becoming inactive and absent from competitions.

55. A jumping horse that is involved in an accident also suffers diminished value from stigma damages from an intangible taint due to it having been involved in an accident. In other words, the subjective potential by a purchaser of one of the above horses owned by Plaintiff NORDIC LIGHTS FARM, LLC reduces his or her willingness to purchase the horses due to their negative perception of a horse who has been involved in an accident or who has not been ridden or

competed on or won a competition in a certain length of time, even if the horses do not have any lasting physical injuries.

56. Defendants' negligent acts or omissions on July 9, 2015 caused physical and psychological injuries to both Plaintiff EIRIN BRUHEIM and to Plaintiff NORDIC LIGHTS FARM, LLC's horse "Nlf Favorite," and Plaintiff EIRIN BRUHEIM has never been able to ride horses again because of her injuries.

57. Because Plaintiff EIRIN BRUHEIM has been unable to ride again, "Nlf Favorite", "Nlf Newsflash", and "Billy On Show" were not ridden or competed on with the same frequency or at the same level or with the same success as before the July 9, 2015 accident.

58. To mitigate its damages, Plaintiff NORDIC LIGHTS FARM, LLC has tried to mitigate its damages and sell all three of the horses on which Plaintiff EIRIN BRUHEIM competed. However, Plaintiff NORDIC LIGHTS FARM, LLC has been unsuccessful in finding any interested buyers of "Nlf Favorite" and "Nlf Newsflash," and it sold "Billy On Show" in 2016 for \$75,000 USD, which was far below its value before the July 9, 2015 accident.

59. The combination of Nlf Favorite's (a) physical and psychological injuries from the accident, (b) time period after the accident without competing, and (c) negative stigma from the accident, all led to the horse's diminished value and stigma damages suffered by Plaintiff NORDIC LIGHTS FARM, LLC.

60. Plaintiff NORDIC LIGHTS FARM, LLC has similarly suffered a diminished value of its other two horses—"Nlf Newsflash" and "Billy On Show"—because of the July 9, 2015 accident and the resulting long period of time after the accident without competing in or winning national and international jumping competitions



61. But for one or more of Defendants' negligence on July 9, 2015, as described above, Plaintiff EIRIN BRUHEIM would have continued competing on Plaintiff NORDIC LIGHTS FARM, LLC's horses—"Nlf Favorite", "Billy On Show", and "Nlf Newsflash"—at the highest level of competition worldwide, and they would have maintained or increased in value from the exposure and/or continued.

62. However, Defendants' negligence on July 9, 2015, as described above, caused (a) physical and psychological injuries to Plaintiff EIRIN BRUHEIM that have prevented her from competing on the horses again, (b) physical and psychological injuries to "Nlf Favorite" that diminished his value and caused him to have stigma damages, and (c) "Nlf Newsflash" and "Billy On Show" to suffer diminished value from a lack of exposure and competition.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon the trial of this cause, Plaintiffs have judgment against one or more of the Defendants for the following past and future damages, pre-judgment interest at the highest legal rate allowed by law, post-judgment interest at the highest legal rate allowed by law, all costs of court, and for such other and further relief, both general and special, either at law or in equity, to which Plaintiffs are entitled, including the following past and future losses:

- a. Plaintiff EIRIN BRUHEIM's pain, suffering, and mental anguish;
- b. Plaintiff EIRIN BRUHEIM's loss of earnings and earning capacity;
- c. Plaintiff EIRIN BRUHEIM's physical impairment;
- d. Plaintiff EIRIN BRUHEIM's necessary medical, therapeutic, pharmaceutical and hospital care, including rehabilitative services and devices;
- e. Physical and psychological injuries to Plaintiff NORDIC LIGHTS FARM, LLC's horse "Nlf Favorite"; and

- f. Loss in value, earning capacity, and stigma damages of Plaintiffs' horses.

**VIII.**  
**DAMAGES**

63. Therefore, Plaintiffs' damages include, but are not limited to, the following past and future losses, including pre-judgment interest at the highest legal rate allowed by law, post-judgment interest at the highest legal rate allowed by law, all costs of court, and for such other and further relief, both general and special, either at law or in equity, to which Plaintiffs are entitled, including:

- (a) Plaintiff EIRIN BRUHEIM's pain, suffering, and mental anguish;
- (b) Plaintiff EIRIN BRUHEIM's loss of earnings and earning capacity;
- (c) Plaintiff EIRIN BRUHEIM's physical impairment;
- (d) Plaintiff EIRIN BRUHEIM's necessary medical, therapeutic, pharmaceutical and hospital care, including rehabilitative services and devices; and
- (e) Physical and psychological injuries to Plaintiff NORDIC LIGHTS FARM, LLC's horse "Nif Favorite,"
- (f) Loss in value, earning capacity, and stigma damages of Plaintiffs' horses, "Nif Favorite", "Nif Newsflash", and "Billy On Show".

Plaintiffs allege that their damages exceed the minimum jurisdictional limits of this Court.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon the trial of this cause, Plaintiffs have judgment against one or more of the Defendants for all of the damages as set out herein, pre-judgment interest at the highest legal rate allowed by law, post-judgment interest at the highest legal rate allowed by law, all costs of court, and for such other and further relief, both general and special, either at law or in equity, to which Plaintiffs are entitled.

Respectfully submitted,

**LAW OFFICE OF CATHERINE COLE, P.A.**

By: /s/ Cathy Cole

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