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AT HARRISONBURG, VA
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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Harrisonburg Division

RUSSELL L. EBERSOLE,)
dba ABERDEEN ACRES PET)
CARE CENTER,)
)
Plaintiff,)
)
v.)
)
SHARLIN OREN,)
)
Defendant.)

Case No. 5:12cv00105

COMPLAINT

COMES NOW, your Plaintiff, Russell L. Ebersole, dba Aberdeen Acres Pet Care Center ("Mr. Ebersole"), by and through counsel, and herein submits his Complaint against Sharlin "Charlie" Oren ("Defendant"). In support of which he states as follows:

Parties

1. Mr. Ebersole is a resident of Maryland and a citizen of the United States doing business through his sole proprietorship, Aberdeen Acres Pet Care Center ("Aberdeen Acres"), in Virginia.
2. The headquarters of Aberdeen Acres is 667 Walters Mill Lane, Stephenson, Virginia 22656.
3. Defendant is an individual residing in Clarke County, Virginia, at 1418 Trapp Hill Road, Berryville, VA 22611.

Jurisdiction and Venue

4. This Court has jurisdiction over this civil matter, as it is between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, pursuant to 28 U.S.C § 1332(a)(1).
5. This is the proper venue to hear this case pursuant to 28 U.S.C. § 1391(a), as defendant resides within Clarke County, Virginia, which is within this district and division, and a substantial part of the events or omissions giving rise to the claim occurred in this district and division.

Background of Aberdeen Acres

6. Mr. Ebersole and Aberdeen Acres specialize in boarding, grooming and training pets for the general public.
7. Mr. Ebersole has owned and operated Aberdeen Acres since August 1996.
8. Prior to November 2012, Mr. Ebersole and his business generally enjoyed a growing and positive reputation within the dog boarding, grooming and training community as a pet resort operator, an excellent reputation with his customers by and large, and a growing and positive reputation with the community at large. This is evidenced by his business's regular growth in gross sales and income over the three years prior to November 2012.
9. Defendant was a customer of Mr. Ebersole and Aberdeen Acres but has not used the services of the company since September 23, 1998 and has had no commercial transaction with, purchased any goods and services from or through, or been a customer of Mr. Ebersole or Aberdeen Acres at any time since September 23, 1998.

Relationship with Bridget Kline Perry

10. Defendant is a friend and an associate of Bridget Kline-Perry (“Perry”), an individual residing in Loudoun County, Virginia, at 14874 Cider Mill Rd Purcellville, VA 20132.
11. Perry operates a sole proprietorship at her residence known as Norsire Farm, specializing in breeding horses.
12. Defendant and Perry who communicate regularly via E-mails, the telephone and various social media sites including Facebook.
13. Perry is the previous owner of a dog named Zeus, which she sold as a pet to Bill and Georgie Straub, who then took Zeus to Aberdeen Acres for training, including (unbeknownst to Perry) training to perform as a service animal under the Americans with Disabilities Act and Virginia law.

Facebook Pages

14. At all times relevant to this complaint, Perry had Facebook pages under the name “Bridget Kline-Perry” and “Norsire Farm-Rare Colored Jockey Club TB” (“Norsire Facebook Page”).
15. At all times relevant to this complaint, Perry was the sole manager and administrator of all content posted on Facebook user name “Norsire Farm-Rare Colored Jockey Club TB”.
16. The Norsire Facebook Page and all the content on the page are accessible to the general public.
17. Defendant is the sole administrator of a Facebook under the name “Charlie Oren”.

18. Defendant's Facebook Page and all the content on the page are accessible to all of her Facebook "Friends".

Facebook Terminology

19. When a Facebook user posts something on a Facebook page, it is available either to the user's "Friends" or to the general public, depending on the page's settings.

20. When a Facebook user "likes" a posting on a Facebook page, a notice of that action and a hyperlink to the post is posted on the user's page, and "Friends" of the Facebook user logged onto Facebook may receive instant notice of that action with a hyperlink to the post.

21. When a Facebook user "shares" a post on Facebook, the post is reposted on the Facebook page of the Facebook user.

Defendant's Conduct

22. For reasons unbeknownst to Mr. Ebersole, Defendant engaged in a campaign to discredit, humiliate, slander, defame, defame per se, and conspire and attempt to conspire to defame and destroy the business reputation of, and generally vilify Mr. Ebersole and Aberdeen Acres, and to conspire and attempt to conspire to prevent or hinder Mr. Ebersole from performing a legal act.

23. Between May 15 to 16, 2011, Perry sent Defendant two emails in reference to a video of Zeus demonstrating his service dog training. Perry was upset and suggested in the email that Mr. Ebersole's training service dogs was a "scam."

24. On May 16, 2011, Defendant responded to Perry via email, "I don't know who the dog trainer is. Zeus does seem to know his stuff, no doubt a great breeding."

25. On May 17, 2011, Defendant sent Perry a second email, stating, “Wonder how much it has costs them for the training, better [sic] believe Russ is screwing [Zeus’s owners] over and over again. They are probably giving their week to week paycheck to Russ, ha what [sic] goes around comes around! They are robbing their piggybank just to pay for the gas to get to training.”
26. On November 25, 2011, Defendant wrote Perry an email stating, “I’m afraid to write on FB because I don’t know who will get what I write. Russ is a socialpathic [sic] personality disorder if you ask me. [. . .] I didn’t know Russ was divorced, the kennel belonged to her family in the very beginning. Her parents had a well run kennel [sic] in Md and than [sic] purchased this kennel for Russ and his wife to run. I guess he screwed up their live’s [sic] too.”
27. On November 25, 2011, Perry wrote Defendant an email accusing Mr. Ebersole of abusing dogs and committing “felony fraud of the public” in relation to “the fraud of training handicap dogs for non handicap [sic] people.”
28. On November 25, 2011, Defendant responded to Perry in an email stating, “I didn’t know that training a service dog was a felony. That may be the only way to get the son of a bitch. There should be tight laws on the abuse of animals period [sic] but there is not! [. . .] Hopefully, enough pressure will be brought upon him that he’ll kill himself.....hahahaha He [sic] is smarter than God. [¶] I told Patti that he has tried to get on my good side from when he got out of prison but I have never even spoken to him. Anything that I know about him is through hersay [sic] or past events. I’ll do anything I can to help.”

29. In a second email on November 25, 2011, Defendant wrote to Perry in an email in reference to a veterinarian named "Pfouts", "I bet she is stupid enough to be involved with Russ!!"
30. On November 26, 2011, Defendant posted on her Facebook page, "I would certainly be worried about the training of Service Dogs for people who are not disabled. Or if you are disabled and the dog was not trained by a certified trainer and the dog can't perform. I wonder what the cost is???" This post was read by Facebook user "Patti Williams," who "liked" the post.
31. Upon information and believe, on or about November 28, 2011, Defendant and Perry entered into a combination, association, agreement, mutual undertake or concert action together to:
- a. Injure Mr. Ebersole and Aberdeen Acres in their reputation, trade, business, or profession by inter alia publishing factually false allegations about Mr. Ebersole and Aberdeen Acres, intentionally, purposefully, and without lawful justification;
 - b. To prevent or hinder Mr. Ebersole and Aberdeen Acres from doing or performing a lawful act, including inter alia training service animals and providing other training, boarding, and grooming services for animals, without lawful justification;
 - c. To attempt to procure the participation, cooperation, agreement, or other assistance of one or more persons to join them in a combination, association, agreement, mutual understanding, or concert action that would injure Mr. Ebersole and Aberdeen Acres in their reputation, trade, business, or profession

through inter alia the publication of factually false allegations about Mr. Ebersole intentionally, purposefully, and without lawful justification; and

- d. To attempt to procure the participation, cooperation, agreement, or other assistance of one or more persons to join them in a combination, association, agreement, mutual understanding, or concert action of preventing and/or hindering Mr. Ebersole and Aberdeen Acres from doing or performing a lawful act, including inter alia training service animals and providing other training, boarding, and grooming services for animals, without lawful justification.

32. This attempted and actual combination, association, agreement, mutual undertake or concert action is evidenced by and furthered through the following email exchanges:

- e. Between November 28-29, 2011, Perry wrote an emails to employees of PETA, an animal rights organization, in which Perry solicited the assistance of PETA in staging demonstrations in front of Aberdeen Acres and generating media attention negative to Mr. Ebersole and Aberdeen Acres so as to deter Mr. Ebersole's business (including specifically his business over the Christmas holiday) and "help" the police to prosecute Mr. Ebersole, bolstering her request with inter alia factually false allegations of abuse and other illegal conduct, including allegations of documented abuse. This email of November 28 specifically states, "[Mr. Ebersole] is bragging about all the bookings for Christmas and with Peta protesters and presents we hope to warn all who might go to leave their dog there. Can you guys help on this one?" (Emphasis added).

- f. When Perry received an email response from PETA on November 29, 2011, she forwarded the response to Defendant asking Defendant to send the PETA contact various documents concerning Mr. Ebersole.
- g. Shortly before receiving the response from PETA, Perry wrote an email to Defendant on November 29, 2012, stating, “[S]o we need to get the letter out TODAY! I have called and written Peta Again and asked why no response.” Upon information and belief, later that afternoon, Defendant sent Perry a draft of a letter to be posted on Facebook and emailed to various news and media outlets and politicians (“Defendant’s Letter”).
- h. During the afternoon and evening of November 29, 2012, Defendant and Perry exchanged numerous emails collecting the email addresses of the parties whom they wanted to receive Defendant’s Letter. Perry sent Defendant’s Letter to email addresses they had collected at approximately 5:45 p.m. and again at approximately 10:53 p.m., after adding some email addresses. At approximately 11:45 p.m., Perry posted Defendant’s Letter on her Norsire Facebook Account, a page with approximately 5000 likes at the time.

33. In its final form, as it appears on the Norsire Facebook Page, Defendant’s Letter states as follows:

Please help bring attention to this matter by e-mailing this letter to the below people and please share this on your wall with all your animal loving friends

vcm@cnn.com, triciastiles@senate27.com, gwilliam@co.frederick.va.us, editor@washingtonpost.com, editor@newyorktimes.com, fox5tips@wtg.com, kristinsimon@peta.org, joethorpe@peta.org, jillvogel@senate27.com, cidinfo@peta.org, abell@holtzmanlaw.net, letters@washpost.com, district27@senate.virginia.gov

Nov. 28, 2011

Russ Ebersole, owner of Aberdeen Acres, a service dog training and boarding facility, Stephenson, Va. a person who scammed the government out of 1.5 million dollars with his bomb dog sniffing scam. Mr. Ebersole received world wide attention for many months. He had 25 charges levied against him and eventually spent 63 months in jail and was to pay back a hefty fine.

Mr. Ebersole got out of prison and went right back to his training and boarding facility. In Aug 2011, people in the area filed complaints against him regarding abusing their dogs while at his facility. People have had their dogs die and some injured. Allegedly, a dog was kicked in the stomach to the point that the dog was urinating blood and had to be taken to the vet. Another dog had bloodshot eyes, taken to the vet by the owner, discovered that the dog had been choked so badly the capillaries broke in the dog's eyes. This dog had been to Aberdeen for basic training and Mr. Ebersole did the training. Another lady went to pick up her boarded dog only to find that the dog died and was lied to about the cause. She wasn't even able to retrieve his body. There is a saved email about a dog being trained as a Service Dog and the owner's have no disability. The email states, "Russ told them it was against the law for anyone to ask them if they were disabled". Training a Service Dog by an uncertified trainer could be another scam, a felony. How many people have believed in him and paid much money for a Service Dog for a child that can't perform? The general public doesn't know any better because he is so very believable. There are probably many more stories out there but people haven't had the resources to come forth and press these issues. Does it take the death of a child to wake everyone up when a Service Dog is not properly trained. This is the same pattern he used when he supposedly trained bomb dogs. He blames all the allegations on disgruntled employees. In the past, he used high school kids to do the bomb dog training and who is going to believe a bunch of kids. Now, he has had professional dog trainers come to work for him only to quit shortly thereafter. Employees are willing to tell their stories but no one wants to hear from them in this county, why? How many young employees have been traumatized by what they have witnessed? Parents should be outraged!

Here it is almost December 2011 and the allegations started in August 2011 and no charges have been filed. Why is this man allowed to be in any contact with dogs after what he has done in the past. Why is he not in jail? Now, he is allegedly getting away with abusing people's beloved pets and most likely defrauding the public with his Service Dog operation. Is there no justice for the abused dogs in Frederick County Virginia? Shame on you Frederick County....shame shame! How many young employees have

40. It is believed, and therefore alleged, that Defendant made further defamatory statements and/or took further action in furtherance of the above-described attempted or actual combination, association, agreement, mutual undertake or concert action that are unknown to Plaintiff at this time and will be revealed only during the course of discovery in this matter.

41. The foregoing derogatory statements made by Defendant were intended to refer to Mr. Ebersole and his business Aberdeen Acres, and were so understood by those upon reading or hearing of such defamatory statements.

Defamation Per Se

42. The publications alleged above, taken as a whole, are defamatory per se, because they imply that Mr. Ebersole is abusive to animals in his care, incompetent as a trainer, a scam artist and not fit to serve as a pet resort operator, dog trainer, and as such are capable of defamatory meaning and construction. By these defamatory statements Charlie Oren imputes that Mr. Ebersole is unfit to perform the duties of his business, trade, and profession and want of integrity in the discharge of those duties. The defamatory statements, individually and taken as a whole, prejudice Mr. Ebersole in his his business, trade, and profession, tending to injure him in his avocation, and cast him as being unfit to work with animals in any capacity.

Defamation Per Quod

43. The statements referred to herein are defamatory *per quod*, because, with reference to the extrinsic facts known to the audience of the statements, the statements impute that Mr. Ebersole is abusive to animals in his care, incompetent as a trainer, a scam artist and not fit to serve as a pet resort operator, dog trainer, and as such are capable of

defamatory meaning and construction. By these defamatory statements Charlie Oren imputes that Mr. Ebersole is unfit to perform the duties of his business, trade, and profession and want of integrity in the discharge of those duties. The defamatory statements, individually and taken as a whole, prejudice Mr. Ebersole in his his business, trade, and profession, tending to injure him in his avocation, and cast him as being unfit to work with animals in any capacity.

Falsity

44. The publications alleged above include factually false allegations and/or have

provably false connotations, as, *inter alia*:

- a. Mr. Ebersole did not overcharge Zeus's owners for the services actually performed in training Zeus or otherwise "screw[]" Zeus's owners "over and over again."
- b. Mr. Ebersole does not have a sociopathic personality disorder.
- c. As the parents of Mr. Ebersole's ex-wife never owned Aberdeen Acres and never owned the kennel in Maryland.
- d. Is not of such a character that only a "stupid" person would be "involved" with him.
- e. Has not trained Zeus for a non-handicap persons.
- f. It is not illegal to train dogs owned by non-handicap persons to be service animals.
- g. Is not required to be certified to train service animals.
- h. Has not committed a felony of any kind in relation to his service animal training.

- i. Has not provided service animals that “can’t perform.”
- j. Does not abuse dogs in his care;
- k. Is not responsible for the death of any dog at his facilities;
- l. Did not cause a dog to urinate blood;
- m. Mr. Ebersole does not claim to be smarter than God;
- n. Did not needlessly or excessively choke a dog to the point it had bloodshot eyes.
- o. Did not lie to a woman about the cause of her dog’s death;
- p. Did not dispose of a dog’s body without authorization;
- q. It is not illegal or improper to train a service animal even if the owner has no disability;
- r. There is no saved email stating, “Russ told them it was against the law for anyone to ask them if they were disabled”;
- s. Mr. Ebersole is not scamming his clients in relation to his service animal training;
- t. Mr. Ebersole is not committing a felony in relations to his service animal training;
- u. Mr. Ebersole has never provided a client of his with a service animal that cannot perform;
- v. Mr. Ebersole has never provided a child with a service animal that cannot perform;
- w. Has not put the life of a child in jeopardy through his training of service animals;

- x. Has not had professional dog trainers come and work for him and quit shortly thereafter;
- y. Is not “most likely defrauding the public with his Service Dog [sic] operation”;

Intentional or Reckless Conduct

45. Defendant’s statements alleged herein were published with actual knowledge of their falsity or reckless disregard for their truth or falsity. Defendant recklessly asserted defamatory falsehoods, which Charlie Oren should have known to be false when made, and which Charlie Oren did know were false when made. The statements were made with gross indifference and recklessness, outrageous to the community, and amount to a wanton and willful disregard of Mr. Ebersole’s reputation and rights. The statements were made to persons having no interest in the subject of the statements.
46. Defendant’s other conduct alleged herein was done knowingly, willfully, intentionally, and without lawful justification.

Negligent Conduct

47. Defendant lacked reasonable grounds for believing the truth of the defamatory statements, implications and insinuations complained of herein, and acted negligently in failing to attempt to ascertain the truth thereof prior to and at the time of publishing these statements.

Actual Malice—Punitive Damages

48. Defendant statements alleged herein were published with actual malice toward Mr. Ebersole, with knowledge of the falsity of the statements or otherwise so recklessly as to amount to a willful disregard for their truth.

49. The foregoing is evidenced *inter alia* by the content of her statements made herein, including *inter alia* her admissions that she had little to no knowledge concerning Mr. Ebersole and his business, her desire to see Mr. Ebersole in jail or in prison, her desire to see Mr. Ebersole kill himself, the generally inflammatory tone of the publications, her attempt to shame the people of Mr. Ebersole's community for not prosecuting him, the false use of allegedly quoted language in her publications, her affirmation that she would do anything to help Perry in hurting Mr. Ebersole, etc.

Damages

50. The Defendant's conduct complained of herein proximately caused special and general damages to Mr. Ebersole. The statements caused Mr. Ebersole, *inter alia*, injury and pecuniary loss, damage to reputation and standing in the community, embarrassment, humiliation and mental suffering. Defendant's malicious and defamatory postings, alleged above, and her repeated efforts, with some success, to induce others to repost, "like," "share", or join her in making her malicious and defamatory statements have caused others to believe, among other things, that Mr. Ebersole in his business conduct is a con man, a "monster," a dog abuser, and lacks the training and certificates necessary or proper for his profession.

51. The impression created on others by Defendant's factually false allegations and her malicious opinions have caused others to discontinue doing business with Mr. Ebersole and Aberdeen Acres, and others that would have done business with Mr. Ebersole and Aberdeen Acres not to do so. Additionally, upon information and belief, her actions have intimidated past, present, and future customers of Mr. Ebersole's business inducing them to discontinue doing business with Mr. Ebersole

and Aberdeen Acres, and others that would have done business with Mr. Ebersole and Aberdeen Acres not to do so.

52. Defendant's factually false allegations and her malicious opinions have damaged Mr. Ebersole's reputation as a trustworthy businessman, and they have damaged the reputation of his business. Her factually false allegations and her malicious opinions have caused Mr. Ebersole emotional distress and mental anguish, including but not limited to stress, anger, frustration, embarrassment, humiliation, resentment, feeling undervalued, discouragement, misunderstood, misjudged, and abused.

COUNT I: DEFAMATION – INTENTIONAL CONDUCT

53. Mr. Ebersole herein incorporates by reference into this count all of the allegations appearing elsewhere in this Complaint, except those contained in paragraphs 47 and 59.
54. Charlie Oren's false factual publications and publications with provably false connotations referred to herein have caused, are causing, and will cause Mr. Ebersole injury to his reputation, good name, and have held, and will hold, him up to public scandal and/or ridicule, and have caused, are causing, and will cause him embarrassment, humiliation and mental suffering. The publications are calculated to, and do, hold Mr. Ebersole up to public scorn, hatred and ridicule; by such publication, Defendant has and is injuring Mr. Ebersole's reputation in the community at large. Mr. Ebersole has been injured in reputation and good standing in the community in which Mr. Ebersole lives and in the pet boarding and training community in which he works.

55. The statements referred to herein are defamatory per se insofar as they impute unfitness to perform duties of his employment for profit and want of integrity in the discharge of employment. The statements, individually, and taken together as a whole, prejudice Mr. Ebersole in his avocation and cast him as being particularly unfit to own and operate a pet resort or to train dogs.
56. Defendant's false statements of or concerning Mr. Ebersole were read by others.
57. The statements directly and proximately caused Mr. Ebersole general damages and loss of future income, including inter alia profits.
58. Defendant is liable to Mr. Ebersole for damages as a result of her defamation, including presumed damages for her defamation per se, and punitive damages.

COUNT II: DEFAMATION – NEGLIGENT CONDUCT

59. Mr. Ebersole herein incorporates by reference into this count all of the foregoing allegations in this Complaint, except those contained in paragraphs 45, 46, 53, and 65.
60. Defendant's false factual publications and publications with provably false connotations referred to herein have caused, are causing, and will cause Mr. Ebersole injury to his reputation, good name, and have held, and will hold, him up to public scandal and/or ridicule, and have caused, are causing, and will cause him embarrassment, humiliation and mental suffering. The publications are calculated to, and do, hold Mr. Ebersole up to public scorn, hatred and ridicule; by such publication, Defendant has and is injuring Mr. Ebersole's reputation in the community at large. Mr. Ebersole has been injured in reputation and good standing in the community in which Mr. Ebersole lives and in the pet boarding and training community in which he works.

61. The statements referred to herein are defamatory per se insofar as they impute unfitness to perform duties of his employment for profit and want of integrity in the discharge of employment. The statements, individually, and taken together as a whole, prejudice Mr. Ebersole in his avocation and cast him as being particularly unfit to own and operate a pet resort or to train dogs.
62. The statements proximately caused Mr. Ebersole general damages and loss of future income, including profits.
63. In publishing these statements, Defendant failed to act as a reasonably prudent person would under the circumstances.
64. Defendant therefore is liable to Mr. Ebersole for damages as a result of her defamation, including presumed damages for her defamation per se, and punitive damages.

COUNT III: VIOLATION OF VA. CODE § 18.2-499

65. Mr. Ebersole herein incorporates by reference into this count all of the allegations appearing elsewhere in this Complaint, except those contained in paragraphs 47 and 59.
66. Defendant and Perry entered into a combination, association, agreement, mutual undertake or concert action together to:
 - a. Injure Mr. Ebersole and Aberdeen Acres in their reputation, trade, business, or profession by inter alia publishing factually false allegations about Mr. Ebersole and Aberdeen Acres, intentionally, purposefully, and without lawful justification;

- b. To prevent or hinder Mr. Ebersole and Aberdeen Acres from doing or performing a lawful act, including inter alia training service animals and providing other training, boarding, and grooming services for animals, without lawful justification;
- c. To attempt to procure the participation, cooperation, agreement, or other assistance of one or more persons to join them in a combination, association, agreement, mutual understanding, or concert action that would injure Mr. Ebersole and Aberdeen Acres in their reputation, trade, business, or profession through inter alia the publication of factually false allegations about Mr. Ebersole intentionally, purposefully, and without lawful justification; and
- d. To attempt to procure the participation, cooperation, agreement, or other assistance of one or more persons to join them in a combination, association, agreement, mutual understanding, or concert action of preventing and/or hindering Mr. Ebersole and Aberdeen Acres from doing or performing a lawful act, including inter alia training service animals and providing other training, boarding, and grooming services for animals, without lawful justification.

67. The foregoing conduct was in violation of Va. Code § 18.2-499, which is actionable pursuant for Va. Code § 18.2-500.

68. Defendant's violation of Virginia Code § 18.2-499 caused Mr. Ebersole actual damages, including damages to his reputation, trade, business or profession.

69. Pursuant to Virginia Code § 18.2-500, Mr. Ebersole is entitled to recover three-fold from Defendant the damages he sustained as a result of her violation of Virginia Code § 18.2-499, as well as the costs of suit, including a reasonable fee to his counsel.

WHEREFORE, with respect to the counts alleged herein, Mr. Ebersole requests this Court to enter a judgment in his favor against Defendant Sharlin Oren in the amount of ONE MILLION DOLLARS (\$1,000,000.00) as compensatory damages, including treble damages as authorized by Virginia Code § 18.2-500, THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000) in punitive damages with respect to Counts I and II, plus pre-judgment and post-judgment interest, at the maximum rate allowed by law on the entire judgment from the date of May 15, 2011, until paid, the costs of the suit, reasonable attorney fees pursuant to Virginia Code § 18.2-500, and such further and other relief as this court deems just and appropriate.

TRIAL BY JURY DEMANDED.

RUSSELL L. EBERSOLE
d/b/a ABERDEEN ACRES
PET CARE CENTER
/s/ Thomas H. Roberts, Esq.
By Counsel

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