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261.60

NO.

FRANKLIN CIRCUIT COURT
DIVISION

KATHRYN STEPHANSKI
#3, 807 Leawood Drive
Frankfort, Kentucky 40601

96-CI-00118

PLAINTIFF

VS.

DR. LAWRENCE EDWIN WIMPY
CENTRAL KENTUCKY ANIMAL CARE
ASSOCIATION, INC.
621 South Broadway
Lexington, Kentucky 40508

DEFENDANT

and

CENTRAL KENTUCKY ANIMAL CARE
ASSOCIATION, INC.
621 South Broadway
Lexington, Kentucky 40508

FILED
JAN 22
FRANKLIN CIRCUIT COURT CLERK
DEFENDANT

SERVE: KATHY MURPHY

* * * * *

COMPLAINT

Comes the Plaintiff, Kathryn Stephanski, by Counsel, and for her cause of action herein, makes the following allegations:

I.

FIRST CAUSE OF ACTION

(VETERINARIAN MALPRACTICE - NEGLIGENCE)

1. At all times herein mentioned, Plaintiff, Kathryn Stephanski, (hereinafter referred to as "Plaintiff") was the lawful custodian of a domesticated animal, Canis familiaris, to wit: a four year female German Shepherd, known and hereinafter referred to as "Sheba". Plaintiff is a resident of the Commonwealth of Kentucky and a member of the public who was solicited by Defendants to provide services to Plaintiff.

2. At all times herein mentioned, Defendant, Dr. Lawrence Edwin Wimpy, (hereinafter referred to as "Wimpy") was and is

Postmark Date 4/28/97 # of pages
Fax Note
To Laura Volinsky
Fax 707-769-0785
From K. Murphy
Phone#

Edwin Wimpy, (hereinafter referred to as "Wimpy") was and is believed to be a veterinarian duly licensed to practice veterinarian medicine and surgery in the Commonwealth of Kentucky with offices located at 621 S. Broadway, Lexington, Kentucky and said Defendant has held himself out to the public generally throughout the Commonwealth of Kentucky and to Plaintiff as being qualified and skilled in the practice of veterinarian medicine and as possessing and exercising that degree of skill, ability and learning ordinarily possessed and exercised by other skillful veterinarians in Kentucky.

3. Plaintiff is informed and believes, and based on such information and belief, alleges that Defendant, Central Kentucky Animal Care Association, Inc., (hereinafter "Central"), is a professional corporation organized and existing under the laws of the Commonwealth of Kentucky with its principal place of business at 621 W. Broadway, Lexington, Kentucky.

4. At all times herein mentioned, Defendant Wimpy was and is a partner and/or agent and/or employee of Defendant Central and in performing the acts herein alleged, was acting in the scope of his authority as the partner/agent/employee of Defendant Central and with the permission and consent of Co-Defendant Central.

5. On or about January 21, 1995, Plaintiff consulted Defendant Wimpy for the purpose of obtaining diagnosis and treatment of the dog, Sheba, and Plaintiff employed Defendants to care for and treat Sheba and do all acts necessary for Sheba's care and treatment.

6. On or about January 21, 1995, for valuable consideration

given, Defendants agreed and undertook to care for and treat Sheba and do all acts necessary and proper in connection therewith and thereafter, said Defendants and each of them entered into such employment.

7. On or about January 21, 1995, Defendants and each of them, so negligently treated and cared for Sheba, that Plaintiff and Sheba were caused to and did suffer the injuries and damages hereinafter alleged including Sheba's demise. In so acting, Defendants failed to use the degree of skill and learning ordinarily possessed and exercised by other skillful veterinarians in the care and treatment of dogs in Kentucky.

8. Further, on or about January 21, 1995, defendants negligently and carelessly engaged in a surgical sterilization procedure on Sheba in such a manner as created a risk to Sheba's life and which did, in fact, result in injury and death to Sheba.

9. On or about January 22, 1995, Plaintiff became aware Sheba had been improperly cared for by Defendants and Sheba, as a result of said improper care, died.

10. Sheba, killed by and through the conduct of the Defendants and each of them, had a peculiar and special value to Plaintiff in that said dog had been Plaintiff's constant companion and a loving and respected member of Plaintiff's family for four years.

11. As a direct and proximate result of said conduct of Defendants and each of them, Sheba suffered severe bodily injury, pain and death requiring subsequent medical attention, as well as, attention from the Plaintiff, although all was for naught. Said

injuries, being permanent in nature and due to Sheba's intrinsic value, exceed the minimum jurisdictional amount of this Court.

12. As a further direct and proximate result of the conduct of the Defendants and each of them, Plaintiff has incurred veterinarian and related expenses in excess of \$75.00.

13. As a further direct and proximate result of the conduct of Defendants and each of them, Plaintiff has suffered great emotional and mental pain and suffering and shock and injury to her nervous system and loss of appetite due to the death of Sheba and all to Plaintiff's damage in an amount in excess of the minimum jurisdictional requirements of this Court.

14. As a further direct and proximate result of the conduct of Defendant and each of them, Plaintiff has had to hire an attorney in order to pursue her legal rights and remedies and will incur court costs, fees and other costs in an amount as yet unknown to Plaintiff, but subject to proof.

II.

SECOND CAUSE OF ACTION

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

15. Plaintiff reiterates, realleges and incorporates paragraphs 1 through 14 above, as if set forth in their entirety herein.

16. On or about January 21, 1995, Defendants and each of them, so negligently and carelessly treated and cared for Sheba while Sheba was in their care and possession, as to cause Sheba great bodily injury, physical pain, suffering and death.

17. Given the peculiar, special and sentimental value of

Sheba to Plaintiff, it was reasonably foreseeable that Plaintiff would suffer great mental distress and pain and suffering as a result of the tortious conduct of Defendants and each of them.

III.

THIRD CAUSE OF ACTION

(PUNITIVE DAMAGES CLAIM)

18. Plaintiff reiterates, realleges and incorporates paragraphs 1 through 17 above, as if set forth in their entirety herein

19. On or about January 21, 1995, Defendants and each of them, recklessly and wantonly handled, cared for and treated Plaintiff's dog, Sheba, by performing surgery and injuring Sheba and then returning Sheba in an injured condition without notice to Plaintiff such that Defendants' conduct is believed by Plaintiff to have been fraudulent, malicious and/or oppressive in nature. Had Defendants advised Plaintiff of Sheba's true condition, medical treatment could have been obtained for Sheba and perhaps prevented her demise. Said conduct of Defendant and each of them, was taken in either intentional and/or reckless and wanton disregard of the possible consequences to Plaintiff and to Sheba, and Defendant and each of them, knew or should have known, that said conduct would cause Sheba serious physical harm and death.

20. The aforesaid conduct of Defendants and each of them, was either intentional and/or wanton and/or reckless and so unreasonable as to be malicious, fraudulent and/or oppressive and Defendants and each of them, knew or should have known of the probability of harm to Sheba and to Plaintiff. Plaintiff is

the minimum jurisdictional limits of this Court.

IV.

FOURTH CAUSE OF ACTION

(BREACH OF CONTRACT)

21. Plaintiff reiterates, realleges and incorporates paragraphs 1 through 20 above, as if set forth in their entirety herein.

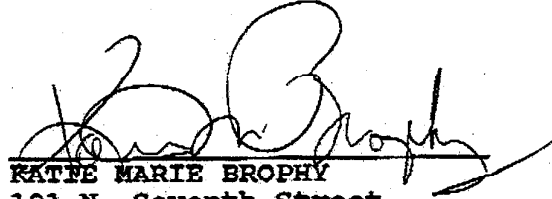
22. That on or about January 21, 1995, the Plaintiff contracted with the Defendants, and each of them, to perform certain dog grooming services and veterinarian services for Sheba, the Plaintiffs' companion animal, for the cost of \$55.00 which sum was duly paid by the Plaintiff and received by the Defendants although Plaintiff subsequently stopped the payment for same.

23. That the Defendants, and each of them, breached said agreement by failing to perform the services agreed upon in a reasonable, competent and workmanlike manner. The Plaintiff has, therefore, incurred damages of both a compensatory and special nature as a result of the breach by the Defendants of the parties' contractual arrangement.

WHEREFORE, Plaintiff demands judgment against the Defendants and each of them, as follows:

1. General compensatory damages according to proof.
2. For veterinary and related expenses according to proof.
3. For damages for emotional distress, pain and suffering.
4. For punitive and exemplary damages.
5. For a trial by jury.
6. For attorney's fees and costs.

7. All other relief to which Plaintiff may appear entitled.



KATIE MARIE BROPHY
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502-561-3486
Attorney for Plaintiff

