

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	NINTH JUDICIAL CIRCUIT
	)	
Peter T. Phillips,	)	Civil Action No. 15-CP-10-_____
	)	
Plaintiff	)	
vs.	)	<b>COMPLAINT</b>
	)	<b>(Jury Trial Requested)</b>
Crump Pet Supplies, Inc.; David B.	)	
Crump; and Richard L. Hinson,	)	
	)	
Defendants	)	
_____	)	

Plaintiff Peter T. Phillips brings this action against Defendants Crump Pet Supplies, Inc. (“Pet Supplies”); David B. Crump (“Crump”); and Richard L. Hinson (“Hinson”) based on the allegations set forth below.

**PARTIES**

1. Plaintiff is a citizen and resident of Wilmington, North Carolina.
2. Defendant Pet Supplies is a corporation organized under the laws of South Carolina in Charleston, South Carolina, with its principal place of business in Charleston, South Carolina, and is doing business in Charleston, South Carolina.
3. Defendant Crump is the owner of Pet Supplies and is a citizen and resident of Charleston, South Carolina.
4. Defendant Hinson is a co-owner of Pet Supplies and is a citizen and resident of Charleston, South Carolina.

**JURISDICTION**

5. The Court has subject-matter jurisdiction over the claims in this lawsuit under article V § 11 of the South Carolina Constitution and South Carolina Code § 14-5-350.
6. The Court has personal jurisdiction over the Defendants because they all reside and transact business in South Carolina.

**VENUE**

7. Venue is proper in this circuit under South Carolina Code § 15-7-30 because the Defendants live, reside, or do business in Charleston, South Carolina, and the acts and omissions that are the subject of this action occurred in Charleston, South Carolina.

**FACTS**

8. On April 4, 2016, Plaintiff entered the Pet Supplies store located at 1414 King Street in Charleston, South Carolina to shop for a purebred toy poodle puppy that was registered with the American Kennel Club (“AKC”).

9. When Plaintiff entered the Pet Supplies store, Hinson approached him and discussed Plaintiff’s need for a dog, including the Plaintiff’s requirements that the dog must be purebred and registered with the AKC.

10. After lengthy discussions, Hinson informed Plaintiff that he had the perfect poodle for his needs and that the poodle was purebred and AKC registered.

11. On April 5, 2015, Plaintiff purchased a poodle, from Pet Supplies for \$700.58. Crump, Hinson, and Pet Supplies guaranteed that the poodle, named Marie Antoinette (“Toni”), was purebred and AKC-registered by Crump.

12. Taylor promised to forward the AKC certificate to Plaintiff within two weeks, and Plaintiff received the certificate on April 12, 2015.

13. On November 9, 2015, Plaintiff paid \$150.00 to enter Toni into a dog show, Palmetto Kennel Club Dog Show, in Camden, South Carolina. At the show, a judge informed Plaintiff that Toni was not purebred. The judge also informed Plaintiff that the AKC certificate was not legitimate, and as a result, Toni was disqualified.

14. The Palmetto Kennel Club refused to refund the entry fee for the November 9 show.

15. Plaintiff demanded a full refund from Taylor and Pet Supplies, but Defendants refused to pay.

**FIRST CAUSE OF ACTION**

**(Negligence)**

16. To the extent they are not inconsistent with this cause of action, Plaintiff incorporates the allegations of the paragraphs above into this cause of action.

17. Defendants, as professionals in the pet supply business, owe a duty to their customers’ requirements. In this case, Plaintiff’s requirements were for a purebred, AKC-registered toy poodle.

18. Defendants breached their duty to Plaintiff by recklessly, willfully, and wantonly selling a dog that was not purebred or AKC-registered.

19. Defendants’ breach caused Plaintiff substantial damages.

**SECOND CAUSE OF ACTION**

**(Breach of Express Warranty S.C. Code Ann. § 36-2-313)**

20. To the extent they are not inconsistent with this cause of action, Plaintiff incorporates the allegations of the paragraphs above into this cause of action.

21. Crump, Hinson, and Pet Supplies guaranteed and warranted that Toni was a purebred poodle and AKC registered.

22. Plaintiff purchased Toni, relying on the Plaintiff’s warranties and guarantees, and Plaintiff would not have bought Toni if he had known she was not purebred or AKC registered.

23. Defendants breached the express warranties because Toni was neither purebred nor AKC registered, causing substantial damages to Plaintiff, including the cost of the dog, costs of the entry fee for the dog show, costs of travel and other incidentals for the dog show, and loss of reputation.

**THIRD CAUSE OF ACTION**

**(Fraud)**

24. To the extent they are not inconsistent with this cause of action, Plaintiff incorporates the allegations of the paragraphs above into this cause of action.

25. Defendants represented to Plaintiff that the dog Toni was a purebred and AKC registered.

26. Defendants' representations were false, as the dog was neither purebred nor AKC-registered.

27. Defendants' representations were material in that Plaintiff had a need only for a purebred, AKC-registered dog.

28. Defendants knew the representations were false or recklessly disregarded their truth or falsity.

29. Plaintiff was ignorant of the falsity of the representations.

30. Plaintiff relied on the truth of the Defendants' representations when he bought the dog.

31. As a customer of the Defendants, Plaintiff had a right to rely on their representations.

32. Plaintiff was consequently and proximately injured by false representations, including the cost of the dog, costs of the entry fee for the dog show, costs of travel and other incidentals for the dog show, and loss of reputation.

WHEREFORE, Plaintiff requests that judgment be entered against the Defendants on all causes of action and that Plaintiff be awarded: (1) actual damages; (2) consequential damages; (3) special damages for the dog show fees, grooming and pedicure fees in preparation for dog shows, and transportation fees to and from the dog shows and to and from Charleston to remedy the problems caused by Defendants' actions and omissions; (4) punitive damages; (5) pre-judgment interest; (6) attorneys' fees and costs; and (7) such other and further relief as the Court and jury deem just and appropriate.

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Attorneys for Plaintiff

December 21, 2016  
Charleston, SC

**NOTE:** This complaint could contain several additional causes of action, such as breach of implied warranties and negligent and fraudulent misrepresentation. Space constraints, however, prohibit pleading all claims here.

STATE OF SOUTH CAROLINA )  
 ) IN THE COURT OF COMMON PLEAS  
COUNTY OF CHARLESTON ) NINTH JUDICIAL CIRCUIT

Peter T. Phillips, ) Civil Action  
 ) No. 09-CP-10-2016  
Plaintiff )  
 vs. ) **ANSWER OF TAYLOR**  
Crump Pet Supplies, Inc.; David B. )  
Crump; and Richard M. Hinson )  
 ) Jury Trial Requested  
Defendants )  
\_\_\_\_\_ )

Defendant Crump Pet Supplies, Inc. (“CPS”) answers Plaintiff’s complaint below.

**PARTIES**

1. CPS is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1.
2. CPS admits the allegations of Paragraph 2.
3. CPS admits that David B. Crump is owner of CPS. CPS denies the remaining allegations of Paragraph 3. David Crump is the sole owner of CPS, and he resides in Florence, South Carolina.
4. CPS admits that Hinson resides in Charleston, South Carolina. CPS denies the remaining allegations of Paragraph 4.

**JURISDICTION**

5. CPS admits the allegations of Paragraph 5.
6. CPS admits the allegations of Paragraph 6.

**VENUE**

7. CPS admits the allegations of Paragraph 7.

**FACTS**

8. CPS admits allegations in Paragraph 8 that Plaintiff entered CPS, located at 1414 King St. in Charleston, South Carolina on April 4, 2016. CPS is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8.
9. CPS admits allegations in Paragraph 9 that Plaintiff entered CPS and that he discussed dogs with Hinson. CPS denies the remaining allegations of Paragraph 9.
10. CPS admits the allegations in Paragraph 10 that Plaintiff and Hinson had a lengthy discussion about dogs, including a discussion about AKC registration in general. CPS denies the remaining allegations of Paragraph 10.
11. CPS admits allegations in Paragraph 11 that on April 5, 2016, Plaintiff purchased a poodle from CPS for \$700.58. CPS is without knowledge or information sufficient to form a

belief as to the truth of allegations concerning the poodle's name. CPS denies the remaining allegations of Paragraph 11.

12. Upon information and belief, CPS admits the allegations of Paragraph 12 that a third-party breeder, Brewer Farms, Inc., forwarded an AKC certificate to Plaintiff. CPS is without knowledge or information sufficient to form a belief as to the truth of allegations concerning whether or when Plaintiff received the certificate. CPS denies the remaining allegations of Paragraph 12.

13. CPS is without knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 13.

14. CPS is without knowledge or information sufficient to form a belief as to the truth of allegations in Paragraph 14.

15. CPS admits the allegations of Paragraph 15.

### **FIRST CAUSE OF ACTION**

#### **(Negligence)**

16. CPS incorporates all responses above.

17. CPS admits allegations in Paragraph 21 to the extent they allege that as a professional in the pet supply business, CPS owes its customers a duty to act in good faith. CPS is without knowledge or information sufficient to form a belief as to the truth of allegations that Plaintiff wanted a purebred, AKC-registered dog, but denies that Plaintiff ever communicated that to CPS or its agents. CPS denies the remaining allegations of Paragraph 21.

18. CPS denies the allegations in Paragraph 22.

19. CPS denies the allegations in Paragraph 23.

### **SECOND CAUSE OF ACTION**

#### **(Breach of Express Warranty: S.C. Code Ann. § 36-2-313)**

20. CPS incorporates all responses above.

21. CPS denies allegations in Paragraph 17.

22. CPS denies allegations in Paragraph 18.

23. CPS denies allegations in Paragraph 19.

### **THIRD CAUSE OF ACTION**

#### **(Fraud)**

24. CPS incorporates all responses above.

25. CPS denies the allegations in Paragraph 25.

26. CPS denies the allegations in Paragraph 26.

27. CPS denies the allegations in Paragraph 27.

28. CPS denies the allegations in Paragraph 28.

29. CPS denies the allegations in Paragraph 29.

30. CPS denies the allegations in Paragraph 30.

31. CPS denies the allegations in Paragraph 31.

32. CPS denies the allegations in Paragraph 32.

33. CPS denies each allegation that is not specifically admitted herein.

### **SECOND DEFENSE**

#### **(Failure to State a Claim)**

34. Plaintiff's complaint fails to state a claim against CPS because any actions taken by Defendant Hinson other than those expressly allowed in CPS's employee manual are not imputed to CPS.

**THIRD DEFENSE**

**(Comparative Negligence)**

35. Plaintiff's damages, if any, should be proportionately barred under the doctrine of comparative fault based on his own negligence and recklessness of failing to investigate the dog's background with the breeder, as instructed by CPS and David Crump.

**FOURTH DEFENSE**

**(Intervening and Superseding Negligence)**

36. Plaintiff's alleged injuries and damages, if any, may have been due to and caused by the intervening and superseding negligence, recklessness, willfulness, and wantonness of people or entities other than CPS.

**FIFTH DEFENSE**

**(Lack of Proximate Cause)**

37. Any of Plaintiff's damages, which are denied, were not proximately caused by any acts of CPS.

**SIXTH DEFENSE**

**(No Express Warranty)**

38. CPS and David Crump expressly told Plaintiff that the dog he wanted came with no guarantees and that Plaintiff should check at the breeder for all breeding information. Therefore, Plaintiff has made no express warranties.

**SEVENTH DEFENSE**

**(Outside Scope of Employment)**

39. If Defendant Hinson made any statements that Plaintiff's dog was purebred or AKC-registered, which is denied, those statements were made outside the scope of his employment and are strictly prohibited by CPS, and therefore, Plaintiff cannot recover against CPS or Taylor.

**EIGHTH DEFENSE**

**(Ongoing Investigation and Reservation of Rights)**

40. CPS has not had an opportunity to conduct a sufficient investigation or to engage in adequate discovery regarding the circumstances of Plaintiff's allegations. CPS intends to act as best it can to inform itself of the pertinent facts and prevailing circumstances surrounding any reported injury or damage to Plaintiff as alleged in the Complaint and gives notice of its intent to assert any further affirmative defenses that its information-gathering process may indicate is supported by fact and/or law.

WHEREFORE, Defendant CPS asks the Court to dismiss Plaintiff's complaint with prejudice, award attorneys' fees, and for such other and further relief as the Court and jury deem appropriate.

JORDAN, JORDAN, & JORDAN, LLC

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January 21, 2017  
Charleston, S.C.