

**IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA**

CIVIL DIVISION

UDONIS HASLEM,

Plaintiff,

CASE NO.: CACE-18-023845

vs.

**MARCUS URIS; and MURBUR, INC., d/b/a
LEADER ANIMAL SPECIALTY HOSPITAL,**

Defendants.

COMPLAINT

Plaintiff, UDONIS HASLEM, sues the Defendants, MARCUS URIS, and MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, as follows:

1. This is an action in tort which exceeds the minimum jurisdiction of this Court.
2. The Plaintiff is suing the Defendants for tortious conduct which accrued in Broward County, Florida.
3. Venue, personal jurisdiction, and subject matter jurisdiction are all proper in this Court.
4. The Plaintiff is and was at all time material a resident of Broward County, and is and was at all time material the owner of a pet Cane Corso breed dog named Juice.
5. Defendant MURBUR INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL is Florida company authorized to do business in the State of Florida and which was at all times material conducting business at 9410 Stirling Road, Cooper City, Broward County, FL, 33024, namely as a veterinary hospital known as LeadER Animal Specialty Hospital.

6. Defendant MARCUS URIS is a doctor of veterinary medicine who at all times material worked as such at the veterinary facility veterinary hospital known as LeadER Animal Specialty Hospital.
7. On or about May 25, 2018, Plaintiff arranged for Juice to be treated by Defendant MARCUS URIS at veterinary hospital known as LeadER Animal Specialty Hospital.
8. Juice had swallowed a rope.
9. Defendant MARCUS URIS performed surgery on Juice and successfully removed the rope.
10. However, Defendant MARCUS URIS also castrated Juice.
11. Juice was not to be castrated.
12. The castration of Juice was done without consent and medical necessity and would constitute the tort of battery if it had been performed on a human.
13. Juice is a top, show dog quality, Cane Corso.
14. Plaintiff spent \$30,000.00 having Juice trained by a noted K9 trainer to serve as a watch dog for the Haslem family, particularly because Mr. Haslem is away for considerable time during the year as a professional basketball player in the NBA and other business pursuits.
15. As a castrated dog, Juice is now too tame to serve in the capacity of a watch dog.
16. Furthermore, Plaintiff was readying to breed Juice and sell the puppies as well as stud Juice out to other breeders.
17. Semen for a top show dog is commonly collected every other day. Some of the top males are in such demand, semen is collected from them daily.

18. For a typical Cane Corso breeding male, semen is collected for five to seven years of the dog's life, and some breeders place the sperm in cryobanks for future breedings when the dog passes.
19. Each semen sample from a typical Cane Corso breeding male sells for \$2,500.00.
20. Comparatively, each semen sample from a champion bloodline Cane Corso breeding male ranges from \$3,500.00-\$10,000.00; the greater the champion lineage, the higher price.
21. There are eight to 12 puppies in a typical litter.
22. Each typical Cane Corso puppy – male or female – sells for \$2,500.00.
23. Comparatively, each typical Cane Corso puppy from champion bloodline male sperm sells for \$3,500.00-\$5,000.00; again, the greater the champion lineage, the higher the price.
24. Given these truths, Defendant MARCUS URIS' misconduct has cost Plaintiff not only a needed guard dog and \$30,000.00 in training fees, but hundreds of thousands or more in lost income.

COUNT I – NEGLIGENCE; MARCUS URIS

25. Plaintiff adopts paragraphs 1 through 24 as if there are fully alleged.
26. Defendant MARCUS URIS had a duty of care to render veterinary care and treatment to Juice reasonably.
27. Defendant MARCUS URIS breached that duty of care by castrating Juice without consent or medical necessity.
28. Defendant MARCUS URIS was thus negligent.
29. WHEREFORE, Plaintiff UDONIS HASLEM demands judgment against Defendant, MARCUS URIS, for actual, consequential, and compensatory damages, including without limitation the market value of Juice, the special or pecuniary value of Juice because of the

dog's training, bloodline, and breeding worth; loss of profits from breeding and semen collection and sales; loss of profits from puppy sales; pre-judgment and post-judgment interest as allowed by law; costs; and any other relief the Court deems just and proper; and further demands trial by jury of all issues so triable.

COUNT II – WILLFUL AND WANTON MISCONDUCT; MARCUS URIS

30. Plaintiff adopts paragraphs 1 through 24 as if there are fully alleged.
31. Defendant MARCUS URIS had a duty of care to render veterinary care and treatment to Juice reasonably.
32. Defendant MARCUS URIS breached that duty of care by castrating Juice without consent or medical necessity.
33. Defendant MARCUS URIS's misconduct was more than negligent and more than grossly negligent: His misconduct was willful and wanton.
34. WHEREFORE, Plaintiff UDONIS HASLEM demands judgment against Defendant, MARCUS URIS, for actual, consequential, and compensatory damages, including without limitation the market value of Juice, the special or pecuniary value of Juice because of the dog's training, bloodline, and breeding worth; loss of profits from breeding and semen collection and sales; loss of profits from puppy sales; pre-judgment and post-judgment interest as allowed by law; costs; and any other relief the Court deems just and proper; and further demands trial by jury of all issues so triable.

COUNT III – VICARIOUS LIABILITY OF MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL

35. Plaintiff adopts paragraphs 1 through 24 as if they are fully alleged.

36. Defendant MARCUS URIS was at all times material an agent and/or employee of Defendant, MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, and not an independent contractor of the Defendant, in light of the following:
- (a) MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL had the ability to exercise control over the details of MARCUS URIS' work;
 - (b) The kind of work in which MARCUS URIS was engaged with MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL in the locality, such work is often done under the direction of employers like MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL;
 - (c) MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL supplied some of the instrumentalities for MARCUS URIS to perform his work;
 - (d) MARCUS URIS was employed for the lengthy period of time;
 - (d) MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL paid MARCUS URIS;
 - (f) The work MARCUS URIS performed is a part of the regular business of MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL;
 - (g) MARCUS URIS believed and believes that he and MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL created the relation of master and servant, with MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL as the master; and/or
 - (h) MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL is, obviously, in business.

37. Additionally or alternatively, Defendant MARCUS URIS was an apparent agent of Defendant, MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, insofar as: Defendant represented to third parties, including Plaintiff's, that MARCUS URIS was part of the "Team" and hence Defendant's agent; Plaintiff relied on that representation; and Plaintiff changed his position in reliance on MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL'S representation by allowing MARCUS URIS to treat Juice instead of going elsewhere for the pet's care.
38. Additionally or alternatively, Defendant MARCUS URIS was an apparent agent of Defendant, MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, insofar as: Defendant represented to third parties, including Plaintiff's cousin, that MARCUS URIS was part of the "Team" and hence Defendant's agent; Plaintiff's cousin relied on that representation; and Plaintiff's cousin changed his position in reliance on MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL'S representation by allowing MARCUS URIS to treat Juice instead of going elsewhere for the pet's care.
39. Additionally or alternatively, Defendant, MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, undertook by contract, promise, act, or otherwise with Plaintiff (indeed with all of its customers) to make it its duty to provide veterinary services, and MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL cannot escape liability for the damage caused Plaintiff by the negligence of MARCUS URIS whom MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL hired to carry out the task.
40. Defendant MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, is thus vicariously liable for the negligence of Defendant MARCUS URIS.

41. As a direct and proximate result of the negligence of Defendant MARCUS URIS for which Defendant, MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, is liable, the Plaintiff, suffered. The losses are either permanent or continuing in nature and Plaintiff will suffer the losses in the future.
42. WHEREFORE, Plaintiff UDONIS HASLEM demands judgment against Defendant, MURBUR, INC., d/b/a LEADER ANIMAL SPECIALTY HOSPITAL, for actual, consequential, and compensatory damages, including without limitation the market value of Juice, the special or pecuniary value of Juice because of the dog's training, bloodline, and breeding worth; loss of profits from breeding and semen collection and sales; loss of profits from puppy sales; pre-judgment and post-judgment interest as allowed by law; costs; and any other relief the Court deems just and proper; and further demands trial by jury of all issues so triable.

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