

**DISTRICT COURT FOR HARFORD COUNTY, MARYLAND**  
Civil Division

Elizabeth Calvin )  
 )  
 Plaintiff, ) Civ. No. \_\_\_\_\_  
 )  
 v. )  
 )  
 Jason Williams and )  
 Vom Salztalblick Rottweilers, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

**COMPLAINT**

Elizabeth Calvin, Plaintiff, by Jennifer Goldman, Esq., her attorney, files suit against the Defendants Jason Williams and Vom Salztalblick Rottweilers. In support thereof, Plaintiff states as follows:

**Parties**

1. Plaintiff Elizabeth Calvin is a resident of Rockville, Maryland.
2. Defendant Jason Williams is a resident of Harford County, Maryland.
3. Defendant Vom Salztalblick Rottweilers is a business operated in Harford County, Maryland.

**Jurisdiction**

4. This Court has subject matter jurisdiction over this action pursuant to § 1-501 of the Courts and Judicial Proceedings Article of the Maryland Code in that the matters alleged herein occurred in the State of Maryland.
5. This Court is the proper venue for this matter pursuant to § 6-201(a) of the Courts and Judicial Proceedings Article of the Maryland Code in that the individual Defendant resides in Harford County, Maryland and the company Defendant does business in Harford County.

### **Factual Background**

6. Defendant Williams is the owner and operator of Vom Salztalblick Rottweilers, a business engaged in breeding and selling Rottweilers, located and operated at the premises of Defendant William's residence.
7. On or about October 13, 2005, Plaintiff contacted Defendant Williams via telephone in reference to a newspaper ad for puppies. Defendant Williams stated that it was his profession to breed Rottweilers and that he had many years experience in the business.
8. During this telephone conversation, Plaintiff expressed to Defendant Williams that she wished to purchase a dog as a house pet that would be easily trainable and good with children. She also expressed that she ultimately wished to breed the dog. Defendant Williams assured Plaintiff that the puppies he had for sale, aged thirteen (13) weeks, would fit these qualities. Defendant Williams, during the phone conversation or the later transaction, did not represent that he was acting on anyone's behalf other than his own.
9. During this telephone conversation, Defendant Williams told Plaintiff that he provided customers with a guarantee that the dogs would be free of genetic defects. Defendant Williams stated that this guarantee extended through the life of the dog.
10. On or about October 14, 2005, Plaintiff visited the premises at 1442 Stephenson Road, Aberdeen, Maryland, where she was met by Defendant Williams. They again discussed that Plaintiff desired a dog that would be a good house pet, good with children, and would ultimately be bred. Defendant Williams reiterated that the pups he had for sale were suitable, and also his guarantee that the dogs, for their lives, would be free of genetic defects.
11. Plaintiff gave Defendant a check for \$600 in order to purchase a pup. The parents of the pup were referred to by Defendant Williams as "Ben" and "Xela."

12. At same time, Defendant Williams gave Plaintiff a pamphlet containing a business card, later discovered by Plaintiff, which said “Vom Salztalblick Rottweilers” and had the address of 1442 Stephenson Road, Aberdeen, Maryland. Plaintiff took possession of the dog at that time.
13. In October, 2006, the dog which Plaintiff purchased from Defendant Williams started exhibiting signs of bad temperament and dangerous tendencies, as evidenced by constantly barking at other dogs and people, baring his teeth, and straining at his leash. Unprovoked, the dog viciously attacked another dog which he was familiar with and had played with on a number of occasions.
14. In noting this behavior, Plaintiff called Defendant Williams. Defendant Williams instructed Plaintiff that “Ben and Xela are turning out bad pups.” Defendant Williams stated that a number of the dogs from the same litter had already turned violent and had been put down. Subsequent to this telephone conversation, Defendant Williams called Plaintiff and left a message stating, “You *must* put the dog down.”
15. Despite a subsequent neutering, and continued training, the dog continued to exhibit dangerous tendencies, which became worse as time progressed. In the last few weeks of the dog’s life, he bit two people, and Plaintiff felt compelled to have the dog killed by injection.

**Claim for Relief: Contractual**

16. Plaintiff restates and re-alleges paragraphs 1 through 15 as if fully set forth herein.
17. Both Defendants Williams and Vom Salztalblick Rottweilers are merchants as defined by MD Code, Commercial Law, § 2-104(1), as they deal in the goods or products sold, Defendant Williams having held himself out as having extensive knowledge regarding dogs in general and Rottweilers in particular and skill in breeding.

18. As a party to the contract of sale, Defendant Vom Salztalblick Rottweilers did breach express warranty pursuant to MD Code, Commercial Law, § 2-313 in that the dog did not conform to the description described by the seller in terms of temperamental characteristics or physical condition.
19. As a party to the contract of sale, Defendant Vom Salztalblick Rottweilers breached implied warranty pursuant to MD Code, Commercial Law, § 2-314(c) in that the dog was not fit for the ordinary purposes for which such goods are used.
20. As a party to the contract of sale, Defendant Vom Salztalblick Rottweilers breached implied warranty pursuant to MD Code, Commercial Law, § 2-315 in that the dog was not fit for the particular purpose for which the good was required, and the Plaintiff relied on the seller's skill and judgment in selecting the dog.
21. As an individual acting on his own behalf, Defendant Williams was a party to the contract of sale.
22. Alternatively to paragraph 21, as agent of an undisclosed or partially disclosed principal, Defendant Williams was a party to the contract of sale.
23. As a party to the contract of sale, Defendant Williams did breach express warranty pursuant to MD Code, Commercial Law, § 2-313(1) in that the dog did not conform to the description described by the seller in terms of temperamental characteristics or physical condition.
24. As a party to the contract of sale, Defendant Williams breached implied warranty pursuant to MD Code, Commercial Law, § 2-314(2)(c) in that the dog was not fit for the ordinary purposes for which such goods are used.
25. As a party to the contract of sale, Defendant Williams breached implied warranty pursuant to MD Code, Commercial Law, § 2-315(1) in that the dog was not fit for the particular purpose for which the

good was required, and the Plaintiff relied on the seller's skill and judgment in selecting the dog.

**WHEREFORE**, Plaintiff, Elizabeth Calvin, respectfully requests judgment in an amount to be determined but believed to be \$4,023.30 for refund of the purchase price, and costs incurred as a result of the transaction, in addition to punitive and exemplary damages and all additional costs of documentation, suit, legal costs, attorney consulting costs, expert fees and expenses, discovery costs, other direct out of pocket costs, attorney representation costs, costs of service, all miscellaneous costs, Court Costs and costs of collection together with interest.

Dated: September \_\_\_\_\_, 2007

RESPECTFULLY SUBMITTED,

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