

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Northern Division)**

VCA CENVET, INC.
12401 West Olympic Boulevard
Los Angeles, California 90064

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Civil Action No.: 11-1763

Plaintiff

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v.

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CHADWELL ANIMAL HOSPITAL, LLC
3004 Emmorton Road
Abingdon, Maryland 21009

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Serve on Resident Agent:

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Michael I. Gordon
One N. Charles Street, Suite 1900
Baltimore, Maryland 21201

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and

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KEITH GOLD, D.V.M.
3900 Grimm Road
Jarrettsville, Maryland 21084

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Defendants

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COMPLAINT

Plaintiff VCA Cenvet, Inc., doing business as Antech Diagnostics (“Antech Diagnostics”), by and through its undersigned counsel, pursuant to the Federal Rules of Civil Procedure, files this Complaint, and, in support thereof, states:

STATEMENT OF THE PARTIES

1. Antech Diagnostics is a corporation organized under the laws of the State of California and maintains its principal place of business at 12401 West Olympic Boulevard, Los Angeles, California 90064. Antech Diagnostics is qualified to do intrastate, interstate and

foreign business in the State of Maryland.

2. Chadwell Animal Hospital, LLC. (“Chadwell”) is a limited liability company organized under the laws of the State of Maryland and maintains its principal place of business at 3004 Emmorton Road, Abingdon, Maryland 21009.

3. Keith Gold, D.V.M (“Gold”) is a citizen of the State of Maryland and resides at 3900 Grimm Road, Jarrettsville, Maryland 21084. Gold is the owner and president of Chadwell.

STATEMENT OF JURISDICTION AND VENUE

4. Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332. Antech Diagnostics is incorporated under the laws of California with its principal place of business in California. Chadwell is a limited liability company organized under the laws of Maryland with its principal place of business in Maryland. Defendant Gold is a citizen of Maryland. The amount in controversy, exclusive of interest and costs, exceeds the sum or value of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00).

5. Venue in the District of Maryland, Northern Division is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions on which the claims are based occurred in the District of Maryland, Northern Division.

STATEMENT OF FACTS

6. In or about December 2009, Antech Diagnostics entered into a written services agreement (the “Agreement”) with Chadwell and its owner and president, Gold (collectively referred to as “Defendants”).

7. The terms of the Agreement included, in part, an exclusivity provision requiring Defendants to utilize Antech Diagnostics’ lab services for four years. The parties agreed that the anticipated value of these lab services was at least Three Hundred Twelve Thousand Dollars and

Zero Cents (\$312,000.00) during the four-year term of the Agreement. In return, Antech Diagnostics agreed to provide significantly discounted lab rates and to provide a loyalty rebate of seventeen percent (17%) of the fees for laboratory services provided to Defendants each month. With over three years remaining on the Agreement, Defendants knowingly breached the Agreement in favor of what they believed to be a more financially-advantageous offer made to them by one of Antech Diagnostics' competitors.

8. The Agreement contains a choice of law provision that indicates the agreement shall be governed and construed both as to validity and performance and enforced in accordance with the laws of the State of California.

CAUSES OF ACTION

Count I (Breach of Contract)

9. Antech Diagnostics adopts and incorporates by reference each and every preceding paragraph as if fully set forth herein, and alleges the following additionally or in the alternative.

10. In or about December 2009, Antech Diagnostics and Defendants entered into a written, four-year Agreement, whereby Defendants agreed to utilize Antech Diagnostics on an exclusive basis to provide veterinary laboratory services required by Defendants in an amount equal to at least Seventy-Eight Thousand Dollars and Zero Cents (\$78,000.00) per year.

11. Antech Diagnostics performed all material conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the parties' Agreement.

12. Defendants knowingly breached the parties' agreement by failing to exclusively utilize Antech Diagnostics' veterinary laboratory services in the amount agreed upon of

\$78,000.00 per year through the completion of the four-year term of the Agreement. Defendants have informed Antech Diagnostics that they will no longer comply with the terms of the Agreement for the remainder of the Agreement's four-year term.

13. As a direct result of Defendants' breaches of the parties' Agreement, Antech Diagnostics has, at the least, been damaged in the amount of Two Hundred Seventy-Three Thousand Dollars and Zero Cents (\$273,000.00).

Count II (Unjust Enrichment)

14. Antech Diagnostics adopts and incorporates by reference each and every preceding paragraph as if fully set forth herein, and alleges the following additionally or in the alternative.

15. In the event that no contract exists, then Defendants have been unjustly enriched because they have received Forty Thousand Eight Hundred Forty-Four Dollars and Zero Cents (\$40,844.00) in past discounts in the form of loyalty rebates under the Agreement from Antech Diagnostics, which has received nothing in return.

16. Defendants are aware of, and have knowledge of, the loyalty rebates provided and the benefit conferred.

17. Defendants continue to retain the loyalty rebates, and it is improper and inequitable for Defendants to do so.

18. As a result of the unjust enrichment of Defendants, Antech Diagnostics has been damaged in the sum of \$44,844.00 as a result of Defendants' past receipt of discounted lab rates that were premised on Defendants completing the four-year term of the contract.

WHEREFORE, Antech Diagnostics requests that this Court enter judgment in its favor and order:

- a. Defendants to pay Antech Diagnostics damages, plus interest at the allowable pre-judgment rate; its costs and reasonable attorneys' fees; and
- b. Such additional and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Patrick R. Buckler

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Counsel for Plaintiff VCA Cenvet, Inc.,
d/b/a Antech Diagnostics

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

VCA Cenvet, Inc, 12401 W. Olympic Blvd, Los Angeles, CA 90064

(b) County of Residence of First Listed Plaintiff California (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Patrick R. Buckler, Spence & Buckler, PC, 100 W Pennsylvania Ave. Towson, MD 21204, (443)470-9105

DEFENDANTS

Chadwell Animal Hospital, LLC, 3004 Emmorton Rd, Abingdon, MD 21009

County of Residence of First Listed Defendant Harford (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location options (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, etc.).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from another district (specify), 6 Multidistrict Litigation, 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332

Brief description of cause: Breach of contract and unjust enrichment claims

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23, DEMAND \$ 273,000.00, CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

06/28/2011 /s/ Patrick R. Buckler

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE