



**IN THE CIRCUIT COURT OF FAYETTE COUNTY, ALABAMA**

**STACEY SULLIVAN and  
KRIS SULLIVAN,**

**Plaintiffs,**

**vs.**

**LACEY SIMMONS,  
SIMMONS BANDED RETRIEVERS, LLC,  
and FICTITIOUS PARTIES, A-Z,**

**Defendants.**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**Civil Action No. CV-2024-**

---

**COMPLAINT**

---

**COMES NOW**, the Plaintiffs, Stacey Sullivan and Kris Sullivan, by and through their attorney of record, and hereby files this Complaint against the Defendants and would show unto this Court as follows:

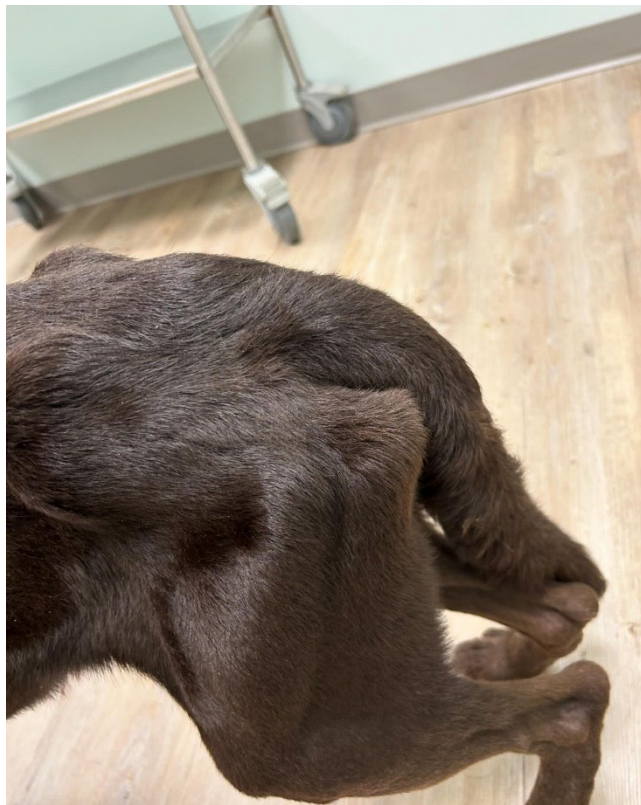
**PARTIES**

1. Stacey Sullivan and Kris Sullivan are adult residents of Tuscaloosa County, Alabama.
2. Lacey Simmons, (“Simmons”), is an adult resident of Fayette County, Alabama.
3. Simmons Banded Retrievers, LLC, (hereinafter “SBR”) is an Alabama Limited Liability Company with its principal place of business in Fayette County, Alabama.
4. Fictitious parties, A-Z, any and all persons responsible for the breach of contract, neglectful care, poor training, neglect, and abuse of the Plaintiffs’ dog, “Remi”.

**FACTS**

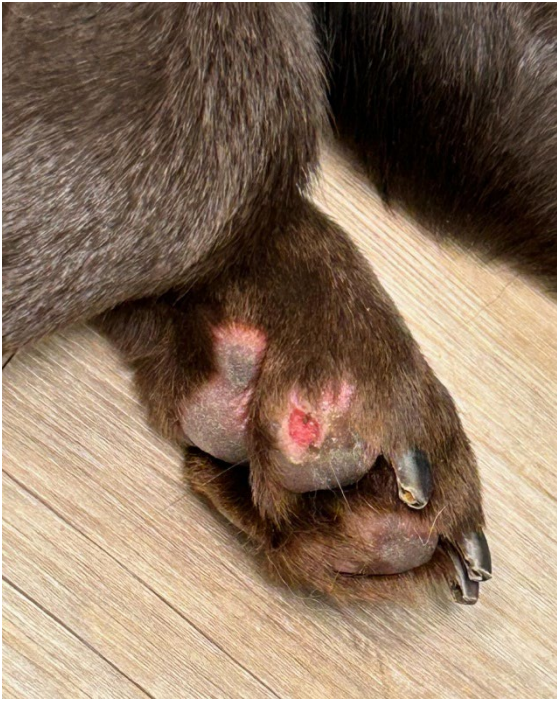
5. On or about the 30<sup>th</sup> of June 2024, the Plaintiffs sought to have their labrador retriever trained for basic obedience and handling training.
6. The Plaintiffs inquired of Simmons and SBR about training their beloved pet.

7. At that time, Lacey Simmons, on behalf of himself and his company, represented to the Plaintiffs that he was well-qualified in training their pet, and would perform the training of their pet in a kind and compassionate manner. Furthermore, the Defendants represented that they would take good care of their pet, and make certain that his physical, medical, and emotional needs were met. These representations were made by the Defendants with knowledge they were false and were made with the intent that the Plaintiffs would rely upon them.
8. The Defendants further represented that throughout the training process, not only would the Plaintiffs be allowed to visit their pet but would receive continued updates as to the progress of their training by photographs and video.
9. Based on these representations, the Plaintiffs contracted for the Defendants to take the care, custody, and control of their pet for training and contracted with the Defendants for said training and care.
10. However, repeated requests for information as to the progress of their dog's training were ignored.
11. When the Plaintiffs returned to retrieve Remi on or about August 3, 2024, he was saturated in urine and feces.
12. Furthermore, he had become malnourished, lost a significant amount of weight, and had all of his ribs, abdomen, and hip joints exposed.

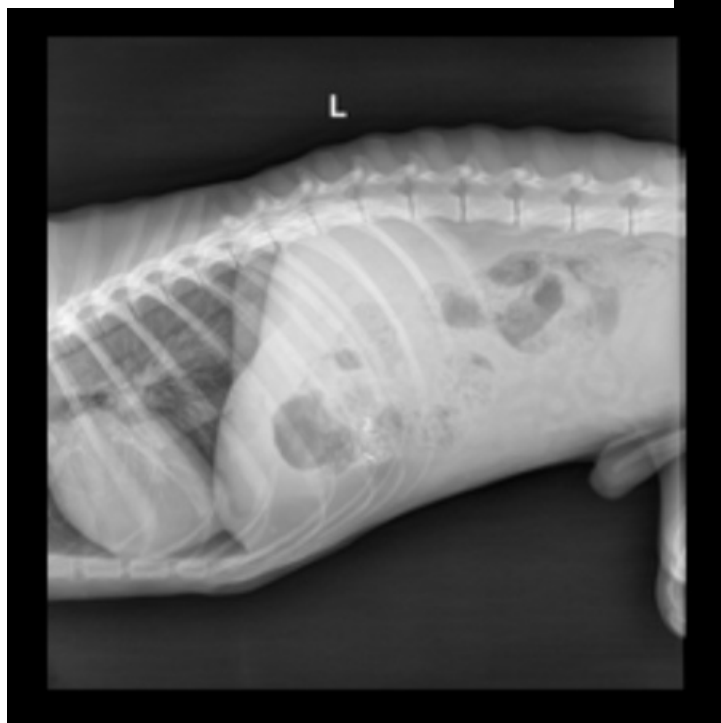
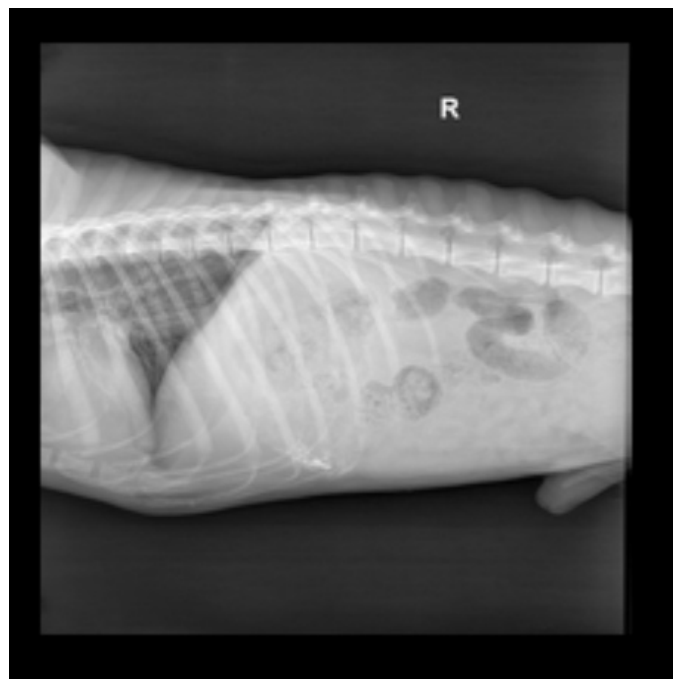
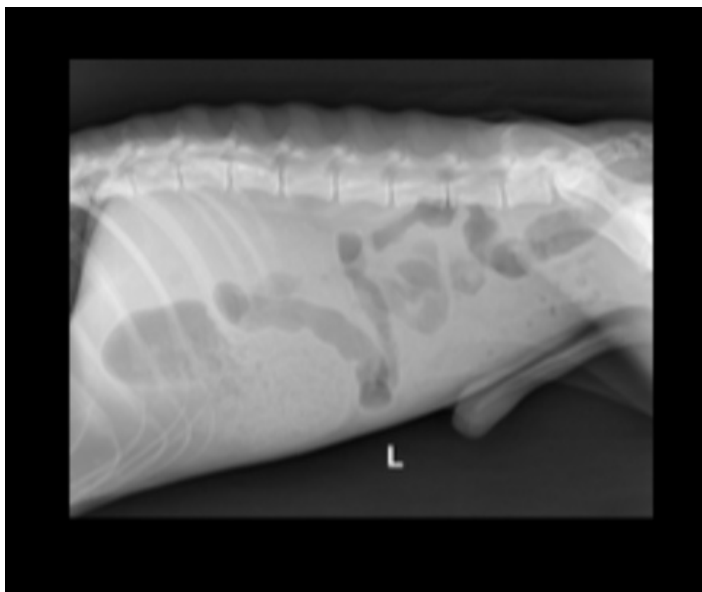




13. Furthermore, he was weak, was limping on his back leg, and was in need of immediate medical attention.
14. He had numerous open sores, cuts and wounds on his body. He was severely dehydrated, and his stomach was distended.



15. The Plaintiffs immediately sought veterinary treatment for Remi and were shocked and outraged to find that the animal was so malnourished and dehydrated that he had ingested what appeared to be wire and rocks in his stomach.



16. The Plaintiffs also learned that he had developed osteoarthritis in one hip the short time he was in the Defendants' care.
17. Furthermore, Remi was found to be infected with worms and two different other parasites.
18. Remi was also anemic and in need of extensive medical treatment to address the numerous issues which were caused by the extreme neglect, abuse, and indifference to his medical condition.
19. Remi was also extremely traumatized in that he was extremely skittish and afraid of virtually everything and everyone. It is apparent that under the care and treatment of the Defendants, Remi was caused to suffer extreme and extensive abuse and neglect for which there is absolutely no excuse.
20. The Plaintiffs were caused to suffer medical expenses in the care and treatment of their pet, as well as mental and emotional anguish as a result of the fraud, suppression, negligence, and intentional abuse suffered as a result of the Defendants' conduct.
21. Upon receiving the information from the vet as to the distress their pet had suffered, the Plaintiffs took to Facebook to air their grievances and see if any other members of the community had suffered the same consequences at the hands of the Defendants.
22. The Plaintiffs were further shocked to learn that there were multiple other individuals in the community who had pets that suffered from the same abuse and neglect.
23. The Plaintiffs received numerous private messages from former customers of the Defendants.
24. One former customer commented that they had sent their dog for basic gun dog training and their dog had lost about 25 pounds, had multiple cuts and sores on her body, and saw the same level of neglect from the Defendants. Furthermore, they noted that the Defendant,

Simmons, failed and/or refused to respond to numerous messages related to the condition of their animal and their animal was brought home terrified of men and loud noises, which clearly negated the purpose of the training. The animal, upon leaving the SBR facility “now hides if she sees a gun, hates wearing a collar” and this commenter felt that their animal had been starved and physically abused by the Defendants.

25. Another family had the same lack of response from the Defendants and were not allowed to see their pet for weeks. However, upon finally being able to retrieve their pet, they saw similar signs of neglect, sores, weight loss, and similar issues as those suffered by the Plaintiffs.
26. Another customer stated that they also had to beg for any updates from the training provided by the Defendants, received no photographs of their dog, and were met with a constant string of excuses. Upon retrieving their animal, they were shocked to learn he was severely underweight, taking weeks to regain the weight lost while under the Defendants’ care. The animal was covered in urine and feces and appeared to suffer the same issues as the Plaintiffs, given that their animal also had fully exposed ribs, spine, and hip joints.
27. Another customer sent their animal to be retrained by the Defendants and also came back with extensive weight loss. They stated that their animal came back “literally skin and bones.” They did not consider that their animal was trained either.
28. Another customer stated, “that’s exactly how it was when my dog was there. Got her back after, she was traumatized, wouldn’t pick up a stick. If you tried to put a collar on her, she would lay down and not move. Not to mention that her back legs were still not right.” This

customer went to pick his animal up after months of training and would not pick up a single stick. When he took the animal home, she was simply “terrified”.

29. Another customer stated, “I took my dog there, it was horrible. My dog wasn’t malnourished, but he wasn’t trained like promised. I had to do it all myself. I went back to pick him up, I got put off for three weeks.” Further, the Defendants were supposed to take this customer’s animal for heartworm medicine, and the Defendants could not show proof that any of those medicines were ever provided.
30. One customer stated “When I got my dog back she was sick and down to nothing but skin and bones. Shortly after getting her home, she vomited some sort of fabric. During the time I was being shown the commands by Simmons she was repeatedly shocked and very scared of the collar. I have also kept up with her training since being home and she doesn’t have any of the commands that she should have been taught, she only seemed to learn that she should be afraid of the collar.”
31. Another customer indicated they had the exact same experience. They tried to come and see their dog while in training, but received no response and were met with constant excuses. When they picked up their animal he was covered with sores, worms, and was very skinny, and was also “breathing very weird”. The user had to take him to the veterinarian the very next day. This animal was severely malnourished with exposed ribs and hip bones with numerous scrapes, cuts, and sores on his body.
32. The information received from other customers clearly indicates a patterned practice of fraud, breach of contract, neglect, and abuse of animals under the Defendants’ care.
33. The Plaintiffs are seeking compensatory damages, punitive damages, damages for emotional distress for the worry and guilt caused by their leaving their beloved pet in the



Defendants' care, as well as injunctive relief, prohibiting the Defendants from training, boarding, or housing animals in any way.

**COUNT I**

**FRAUD**

34. Plaintiffs hereby assert paragraphs 1 through 33 as if fully set forth herein.
35. The Defendants made material representations to the Plaintiffs to wit, they would properly care for the Plaintiffs' pet, they would properly train the Plaintiffs' pet, that they would provide prompt medical attention if the need should arise for the Plaintiffs' pet and would otherwise take good care of the Plaintiffs' pet.
36. The Defendants made representations that they would provide regular communication, updates, videos, and photos, and would respond to Plaintiffs if they had questions of concerns about their pet.
37. All of these statements were false misrepresentations, which were made with the full knowledge of their falsity with the intent that the Plaintiffs relied, to their detriment.
38. The Plaintiffs did rely to their detriment upon these representations.
39. The effect of the Defendants' fraudulent conduct has caused economic harm to the Plaintiffs, as well as caused them to suffer damages to their beloved pets, as well as mental anguish, and other damages.

**WHEREFORE, THE PREMISES CONSIDERED,** Plaintiffs hereby requests this Court award compensatory and punitive damages against the Defendants, together with such other, further and different relief as the Plaintiffs may be entitled.

**COUNT II**

**BREACH OF CONTRACT**

40. Plaintiffs hereby assert paragraphs 1 through 39 as if fully set forth herein.
41. The Defendants entered into an agreement to perform boarding and training for the Plaintiffs' animal.
42. Said work was to be done during the month of June.
43. The Defendants failed to perform said training in a reasonable manner and otherwise abused and neglected the Plaintiffs' pet.
44. As a result of the Defendants breaching their agreement, the Plaintiffs were caused to suffer damages, mental anguish, the loss of her funds, and other consequential damages arising from the Defendants' breach of contract.

**WHEREFORE, THE PREMISES CONSIDERED,** Plaintiffs request this Court award compensatory and punitive damages against the Defendants, together with such other, further, and different relief as the Plaintiffs may be entitled.

### **COUNT III**

#### **NEGLIGENCE**

45. Plaintiffs hereby assert paragraphs 1 through 44 as if fully set forth herein.
46. The Defendants' work fell well below the standard of care of a similarly situated dog training professional.
47. The resulting damage to the Plaintiffs' pet also caused extreme mental anguish to the Plaintiffs.

**WHEREFORE, THE PREMISES CONSIDERED,** Plaintiffs request this Court award compensatory damages against the Defendants, together with such other, further, and different relief as the Plaintiffs may be entitled.

### **COUNT IV**

#### **FRAUDULENT SUPPRESSION**

48. Plaintiffs hereby assert paragraphs 1 through 47 as if fully set forth herein.
49. Defendants were well aware of the deteriorating condition of Remi under their care.
50. Defendants suppressed these facts from the Plaintiffs.

**WHEREFORE, THE PREMISES CONSIDERED**, Plaintiffs request this Court award compensatory damages against the Defendants, together with such other, further, and different relief as the Plaintiffs may be entitled.

### **COUNT V**

#### **TORT OF OUTRAGE**

51. Plaintiffs hereby assert paragraphs 1 through 50 as if fully set forth herein.
52. During the period in which the Defendants had custody and control of the Plaintiffs' animal, the Defendants engaged in a pattern of extreme, reckless, and intentional conduct that included, but was not limited to willful neglect of the Plaintiffs' pet, failing to provide adequate food, water, and shelter, thereby causing Remi to suffer malnutrition and stress.
53. During the period in which the Defendants had custody and control of the Plaintiffs' animal, the Defendants engaged in a pattern of extreme, reckless, and intentional conduct that included, but was not limited to subjecting Remi to inhumane conditions, including confinement in a small, poorly drained space, prolonged exposure to extreme temperatures, and/or failure to provide necessary veterinary care.
54. Defendants' conduct was so extreme and outrageous as to exceed all possible bounds of decency and is regarded as atrocious and utterly intolerable in a civilized society.
55. As a direct and proximate result of Defendants' outrageous conduct, Plaintiffs have suffered severe emotional distress, anguish, and mental suffering.

56. Plaintiffs, who deeply care for Remi, have experienced severe shock, humiliation, grief, and emotional trauma upon learning of the mistreatment, abuse, and neglect inflicted upon their beloved pet.
57. Plaintiff's emotional distress was of such a nature that no reasonable person could be expected to endure it
58. Defendants knew or should have known that the conduct described above would result in severe emotional distress to Plaintiffs.
59. Defendants' actions were intentional, reckless, and with malice or demonstrated a reckless disregard for the likelihood that such conduct would cause severe emotional distress to Plaintiff.
60. As a result of Defendants' actions, Plaintiffs have sustained significant damages, including, but not limited to: severe emotional distress, mental anguish, and psychological trauma, costs incurred for the treatment and care of Remi following the mistreatment, abuse, and neglect.

**WHEREFORE, THE PREMISES CONSIDERED,** Plaintiffs request this Court award compensatory and punitive damages against the Defendants, together with such other, further, and different relief as the Plaintiffs may be entitled.

## **COUNT VI**

### **INJUNCTIVE RELIEF**

61. Plaintiffs hereby assert paragraphs 1 through 60 as if fully set forth herein.
62. The Defendants business as operated constitutes a private and public nuisance within the State of Alabama.

63. Therefore, there is the potential for extreme and immediate irreparable harm to the Plaintiffs, similarly situated residents within the community, and others within the State of Alabama.
64. Therefore, the current operation of the Defendants' business would constitute a private and/or public nuisance which is due to be abated by this Court and therefore, injunctive relief prohibiting the Defendants from housing, boarding, training, or caring for any animals should be prohibited.
65. Therefore, the Plaintiffs request injunctive relief via an order of this Court prohibiting the same.

WHEREFORE, THE PREMISES CONSIDERED, Plaintiffs pray this Honorable Court will prohibit the Defendants from further housing, training, caring for any animals, and such other, further, and different relief as the Plaintiffs may be entitled.

**Plaintiffs request trial by struck jury.**

/s/ Jeffrey C. Smith

**Jeffrey C. Smith** (SMI198)

Attorney for Plaintiffs

Jeffrey Smith Law, LLC  
1490 Northbank Parkway, Ste. 206  
Tuscaloosa, Alabama 35406  
Telephone: (205) 225-9798  
jeff@jeffreysmithllc.com

Defendants' Address:

Lacey Simmons  
5078 County Road 68  
Fayette, AL 35555

SIMMONS BANDED RETRIEVERS, LLC  
c/o Lacey Simmons  
5078 County Road 68  
Fayette, AL 35555

**DISCOVERY TO BE SERVED WITH COMPLAINT**