

IN THE FRANKLIN COUNTY MUNICIPAL COURT
CIVIL DIVISION
FRANKLIN COUNTY, OHIO

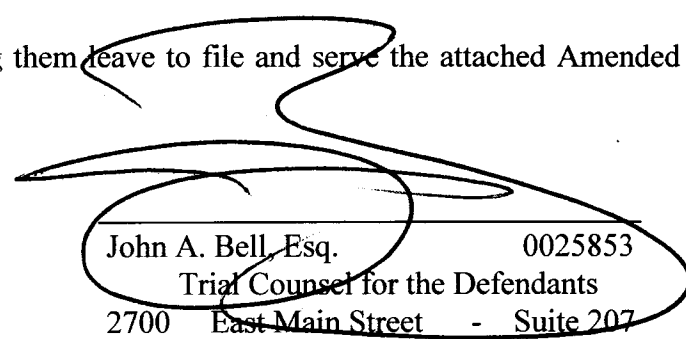
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CLERK OF COURT

Veronica Wagner Covatch, *et al.*, :
Plaintiffs : CASE NO.: 2014-CVF-024571
-vs.- : Judge: Brandt
Central Ohio Sheltie Rescue, Inc., *et al.*, :
Defendants :

DEFENDANTS' MOTION FOR LEAVE OF COURT TO FILE AND SERVE AMENDED COUNTERCLAIMS

Now come the Defendants in the above-captioned action, Central Ohio Sheltie Rescue, Inc., hereinafter referred to individually as, "Defendant COSR," and Penny Sanderbeck, hereinafter referred to individually as, "Defendant Sanderbeck," collectively hereinafter referred to as, "these Answering Defendants," and by and through their undersigned attorney, they respectfully MOVE this Honorable Court for an Order granting them leave to file and serve the attached Amended Counterclaims.

Respectfully submitted,


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MEMORANDUM IN SUPPORT

The Plaintiffs in this action have filed a "Motion to Strike" the Counterclaims previously filed in this action.

The Plaintiffs' Motion to Strike is almost entirely without merit, but the Defendants do acknowledge that there is a clerical error in the Counterclaims, in that the amount sought is incorrect. The Defendants intended to assert Counterclaims within the monetary cap applicable to this Honorable Court, i.e., not exceeding Fifteen Thousand Dollars (\$15,000.00).

Technically, since the Counterclaims have not yet been served, the Defendants should be allowed to amend them without leave of court under Rule 15(A) of the Ohio Rules of Civil Procedure. However, the Plaintiffs' newest Motion to Strike also asserts that since the Plaintiffs believe that the Counterclaims are "compulsory counterclaims" within the meaning of Rule 13(A) of the Ohio Rules of Civil Procedure, the Defendants should have requested leave of Court before filing them. The Defendants Counterclaims are, in a sense, marginally related to the transaction that is the subject of the Plaintiffs' Complaint, but they accrued long after that transaction, involved different persons and entities and vastly different facts from the original transaction. Therefore, the Counterclaims are not properly "compulsory" counterclaims under Civ.R. 13(A).

Nevertheless, while the Defendants do not agree that leave of Court was required to submit the original Counterclaims, they file this Motion for Leave to remove any argument that the Plaintiffs might make on this issue.

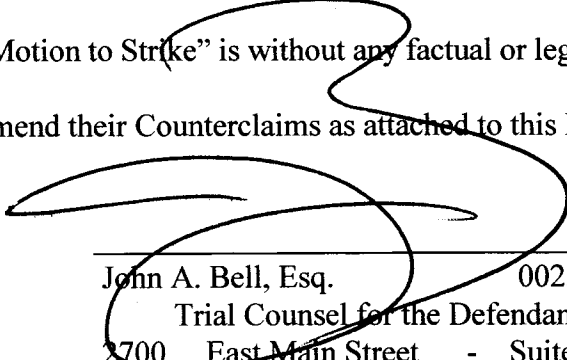
Further, the Plaintiffs have not yet been served with the original Counterclaims, and therefore, they cannot claim to be prejudiced by the requested leave to amend. The Amended Counterclaims, attached hereto, do not change the nature of the Counterclaims in any way other than reducing the prayers for relief to amounts within the jurisdictional cap applicable to this Honorable Court. Further, the Plaintiffs were previously granted leave to amend their Complaint.

Leave is requested pursuant to Rule 15(A) of the Ohio Rules of Civil Procedure, which states,

(A) Amendments. A party may amend its pleading once as a matter of course within twenty-eight days after serving it or, if the pleading is one to which a responsive pleading is required within twenty-eight days after service of a responsive pleading or twenty-eight days after service of a motion under Civ.R. 12(B), (E), or (F), whichever is earlier. In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. ***The court shall freely give leave when justice so requires.*** Unless the court orders otherwise, any required response to an amended pleading must be made within the time remaining to respond to the original pleading or within fourteen days after service of the amended pleading, whichever is later. (***Emphasis added.***)

In conclusion, while the Plaintiffs' "Motion to Strike" is without any factual or legal basis, the Court should permit the Defendants to amend their Counterclaims as attached to this Motion.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that on this twenty-first (21st) day of July 2015, I have served a true copy of the foregoing DEFENDANTS' MOTION FOR LEAVE OF COURT TO FILE AND SERVE AMENDED COUNTERCLAIMS upon all parties or counsel entitled to such service, by hand delivery, or by placing it in regular U.S. Mail, first class postage fully prepaid, addressed to:

Mr. James H. Banks, Esq., and
Ms. Nina M. Najjar, Esq.,
P. O. Box 40
Dublin, Ohio 43017-0040

Mr. Scott Sheets, Esq.
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IN THE FRANKLIN COUNTY MUNICIPAL COURT
CIVIL DIVISION
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Veronica Wagner Covatch, *et al.*, :
Plaintiffs : CASE NO.: 2014-CVF-024571
-vs.- :
Central Ohio Sheltie Rescue, Inc., *et al.*, :
Defendants :

**AMENDED COUNTERCLAIMS OF DEFENDANTS, CENTRAL OHIO SHELTYE
RESCUE, INC., AND PENNY SANDERBECK, AGAINST PLAINTIFFS, VERONICA
COVATCH AND MICHELLE WILSON**

Now come the Defendants in the above-captioned action, Central Ohio Sheltie Rescue, Inc., hereinafter referred to individually as, "Defendant COSR," and Penny Sanderbeck, hereinafter referred to individually as, "Defendant Sanderbeck," collectively hereinafter referred to as, "the Defendants," and by and through their undersigned attorney, they say as follows for their Counterclaims against the Plaintiffs herein:

COUNTERCLAIMS

1. At all times relevant to this action, the Defendant, Central Ohio Sheltie Rescue, Inc., hereinafter referred to individually as, "Defendant COSR," was an Ohio nonprofit charitable corporation, duly formed, organized, incorporated and chartered in April 2003, with the Ohio Secretary of State, under Charter number 1380611, and it remains active and in good standing with the State of Ohio.

2. At all times relevant to this action the Defendant COSR is an “Animal Rescue for Dogs” as that term is defined and used in Chapter 956 of the Ohio Revised Code, duly annually registered with the Ohio Department of Agriculture, and remains active and in good standing as such.
3. At all times relevant to this action, the Defendant COSR’s activities and purposes have been to find homes (sometimes called “adoption” or “placement”) for dogs of the breed known as Shetland Sheepdogs or “Shelties,” that have been seized, impounded, abandoned or surrendered, to prevent injury to, or mistreatment or destruction of the dogs, which activity is commonly known as “companion animal rescue.”
4. At all times relevant to this action, the Defendant COSR was granted, and maintained, non-profit “tax-exempt” status with the United States Internal Revenue Service, and had timely prepared and submitted all required returns and documents to maintain such status with the United States Internal Revenue Service.
5. The Defendant COSR depends on grants, volunteers and tax-deductible contributions to fund its operations, and has no other source(s) of income for funding.
6. Prior to April 24, 2014, the Defendant COSR had an impeccable reputation in the central Ohio area, and among national groups involved in companion animal shelter and rescue activities.
7. The Defendant Penny Sanderbeck, hereinafter referred to as the “Defendant Sanderbeck,” is a natural person who resides in Franklin County, Ohio.
8. The Defendant Sanderbeck, is the Director of Defendant COSR.
9. The Defendant Sanderbeck, is not a “public figure.”

10. Prior to April 24, 2014, the Defendants COSR and Sanderbeck, had impeccable reputations in the central Ohio area, and among national groups involved in companion animal shelter and rescue activities.
11. At all times relevant to this action, the Defendant COSR maintained corporate accounts and records separate from those of Defendant Sanderbeck, and from any other person or entity.
12. At no time has the Defendant COSR ever comingled funds or property with those of Defendant Sanderbeck or those of any other person or entity.
13. At all times relevant to this action, the Defendant COSR has utilized various internet and “social media” web sites, including but not limited to the site known as “Facebook,” to help to raise funds and tax-deductible contributions to fund its operations, as well as to facilitate communications and operations as an “Animal Rescue for Dogs.”
14. At all times relevant to this action, in furtherance of its goals and operations as an “Animal Rescue for Dogs,” the Defendant COSR has had advantageous contractual relationships and/or business relationships with numerous businesses, agencies, and individuals, including but not limited to, Petco, Moochies, and Champion Feed and Pet, which are retailers of pet care products and services, a group known as “ARF” or Agility and Rally for Fun, Adoptapet.com, the Anderson’s General Store, Mutts and Company, Tractor Supply, and Purina.
15. At all times relevant to this action, in furtherance of its goals and operations as an “Animal Rescue for Dogs,” the Defendant COSR had hopes and expectations of future contractual relationships and/or business relationships with other businesses, agencies, and individuals, which had not yet been reduced to contracts.

16. At no time has the Defendant COSR granted any other person(s) or entity permission to utilize its name, the name(s) of its directors, officers or volunteers, nor the internet web site or "Facebook" pages created by and for the Defendant COSR.
17. At some time on or after April 17, 2014, the Plaintiff Covatch knew of the contractual relationships and/or business relationships between COSR and the businesses, agencies, and individuals mentioned in the preceding paragraph numbered fourteen (14) of these Counterclaims, and further, the Plaintiff Covatch knew that the Defendant COSR had hopes and expectations of future contractual relationships and/or business relationships with other businesses, agencies, and individuals, which had not yet been reduced to contracts.
18. At some time on or after April 21, 2014, Defendant COSR took possession of a Shetland Sheepdog ("Sheltie") from the Franklin County (Ohio) Animal Shelter, where the dog had been duly impounded as an unregistered stray, which will hereinafter be referred to as "Piper" for the sake of brevity and clarity.
19. Before April 21, 2014, the Franklin County (Ohio) Animal Shelter had complied with all requirements of Ohio and federal law, as well as with all of the Shelter's policies and procedures, in attempting to identify the owner, keeper or harbinger of Piper, prior to making the said dog available for release to any other person or group.
20. Neither of the Plaintiffs contacted the Franklin County (Ohio) Animal Shelter concerning a lost dog prior to April 21, 2014.
21. Neither of the Plaintiffs, nor any other person or entity, licensed or registered Piper in the State of Ohio after 2012 and prior to April 21, 2014.
22. Neither of the Plaintiffs, nor any other person or entity, had registered the microchip that was surgically implanted in Piper prior to April 21, 2014, with any person or entity.

23. On April 21, 2014, upon being notified by the Franklin County (Ohio) Animal Shelter that they had a dog available for release which they believed to be a Shetland Sheepdog, to wit, Piper, Defendant COSR arranged for one of its volunteers to take possession of the said dog from the Shelter and deliver the dog to a veterinarian for examination, vaccination and quarantine, in keeping with the normal policies and procedures of Defendant COSR.
24. Beginning on April 22, 2014, Defendant COSR and Defendant Sanderbeck received six (6) separate inquiries from Plaintiff Covatch and five (5) other persons, asserting that they were the owners, keepers or harborers of Piper, including telephonic “voice-mail” messages, some of which came from “private” or “withheld” telephone numbers, e-mail messages, and messages on the internet web site known as “Facebook.”
25. In response to each of the inquiries mentioned in the preceding paragraph numbered twenty-four (24) of this Counterclaim, Defendant COSR asked that those persons who asserted that they were owners, keepers or harborers of Piper submit documentation to support those claims of a right to possession or ownership of the said Piper, to wit: current license(s) and/or registration(s), current veterinary records, photos showing the dog from multiple angles or views, microchip number(s) and registration(s).
26. On April 22, 2014, after Defendant COSR asked that claimants submit some documentation to support their claims of a right to possession or ownership of the said Piper, Plaintiff Covatch or persons acting on her behalf sent Defendant COSR a “dog info card” and other documents from the American Kennel Club (hereinafter “AKC”) which do not identify any specific dog, a “pedigree” and a single photograph of a dog similar in appearance to Piper.

27. On April 22, 2014, after Defendant COSR asked that claimants submit some documentation to support their claims of a right to possession or ownership of the said Piper, Defendant COSR received e-mail messages from two (2) other persons who identified themselves as “friends” of Plaintiff Covatch, which offered to take possession of Piper.
28. On April 22, 2014, after Defendant COSR asked that claimants submit some documentation to support their claims of a right to possession or ownership of the said Piper, an individual named MIKE REA posted on an internet web site known as “Ohio Sheltie Network” that he or a group with which he is associated had previously placed Piper in a home in central Ohio, which placement occurred December 14, 2013.
29. On April 23, 2014, Plaintiff Covatch or persons acting on her behalf surreptitiously obtained a private e-mail address and used it to contact a volunteer for Defendant COSR, claiming that Defendant COSR refused to return Piper to her (Covatch) despite Plaintiff Covatch having supposedly provided proof of her ownership of Piper to Defendant COSR.
30. On April 23, 2014, Plaintiff Covatch or persons acting on her behalf again sent Defendant COSR the same “dog info card” and other documents from the American Kennel Club (hereinafter “AKC”) which do not identify any specific dog, a “pedigree” and a single photograph of a dog similar in appearance to Piper, that were submitted on April 22, 2014.
31. On April 23, 2014, Plaintiff Covatch or persons acting on her behalf posted on the internet web site known as “Facebook” that Defendant COSR refused to return Piper to her (Covatch) despite Plaintiff Covatch having supposedly provided proof of her ownership of Piper to Defendant COSR.

32. On April 23, 2014, Defendant COSR began to receive communications via e-mail, telephonic “voice-mail,” and internet web sites, from persons engaged in the business of breeding and showing dogs, which demanded that Defendant COSR immediately give Piper to Plaintiff Covatch “or else.”
33. On April 23, 2014, Defendant COSR received communications via e-mail, telephonic “voice-mail,” and/or internet web sites, from the Central Ohio Shetland Sheepdog Association, a group of enthusiasts or aficionados of the “Sheltie” breed, withdrawing their support for the activities of Defendant COSR unless Piper was returned to Plaintiff Covatch.
34. On April 23, 2014, Plaintiff Covatch or persons acting on her behalf, including but not limited to MIKE REA, surreptitiously obtained the identification number for the microchip that was surgically implanted in Piper prior to April 21, 2014, from the Franklin County, (Ohio) Animal Shelter, and submitted a registration of that microchip to the manufacturer of the microchip.
35. On April 23, 2014, Plaintiff Covatch or persons acting on her behalf sent Defendant COSR veterinary records from 2011, which were purported to be for Piper.
36. On April 24, 2014, Plaintiff Wilson sent an e-mail message to Defendant COSR with a single photograph of a dog similar in appearance to Piper.
37. On April 25, 2014, Plaintiff Covatch or persons acting on her behalf again sent Defendant COSR a document known as a “pedigree” which does not identify any specific dog.
38. On April 25, 2014, Plaintiff Covatch or persons acting on her behalf contacted the veterinarian who works with and volunteers for Defendant COSR and threatened that veterinarian in the event that Piper was spayed.

39. On April 26, 2014, Plaintiff Wilson or persons acting on her behalf posted messages on the internet web site owned and operated by and for Defendant COSR, derogatory comments about Defendant COSR's possession of Piper, in the sections of the web site where charitable contributions are solicited to support the activities of Defendant COSR.
40. On April 27, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them created one or more internet web sites known as "Bring Piper Home" and/or "Piper, Bring Me Home" and posted messages on the that internet web site, as well as on the site owned and operated by and for Defendant COSR, the statement that Defendant COSR and/or Defendant Sanderbeck had "kidnapped" or "stolen" Piper.
41. On April 27, 2014, because of messages posted on the internet web sites owned and operated by Defendant COSR by Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, Defendant COSR was forced to close those web sites, and to cancel an on-line fund raising auction, and as a result, the publicity and fund raising activities of Defendant COSR were impaired.
42. On April 27, 2014, Defendant COSR and individuals who serve on the Board of Directors of Defendant COSR began to receive communications via e-mail and internet web sites, from Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, demanding that Defendant COSR immediately give Piper to Plaintiff Covatch.
43. On or about April 27, 2014 Plaintiff Covatch shared a link containing personal information about the ex-husband of Defendant Sanderbeck, Inc. including his full name, and represented or stated that the said ex-husband was a volunteer with or principal of Defendant COSR.

44. On or about April 27, 2014 Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, sent information to numerous persons, including Facebook followers, and encouraged them to contact sponsors of Central Ohio Sheltie Rescue, Inc., on public Facebook pages known as Bring Piper Home and/or Piper, Bring Me Home, specifically:

“Here are a list of Penny’s sponsors...Please flood them with this story! Adopt A Pet; Healthy Paws; ARF; Petco Foundation; Moochie & Company; Pet Behavior Ass. owned by Annette Neff; Purina Rally to Rescue; The Andersons. I’m sure they will love the free advertising connecting them to this event!”

45. On and after April 27, 2014, Defendant COSR was informed by representatives of Moochies, and Champion Feed and Pet, which are retailers of pet care products and services, a group known as "ARF" or Agility and Rally for Fun, Adoptapet.com, the Anderson's General Store, Mutts and Company, Tractor Supply, and Purina, that due to telephone calls and messages posted on the internet web sites regarding Defendant COSR, by Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, that Defendant COSR was no longer welcome to participate in public activities, or was forced to withdraw from such activities that were already scheduled, involving those businesses.

46. On or about April 27, 2014, and at other times thereafter, Plaintiff Covatch posted the following statements on public Facebook pages known as Bring Piper Home and/or Piper, Bring Me Home: “COSR is a cover for dog theft!”

47. On April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them posted on one or more internet web sites, including the sites known as “Bring Piper Home” and/or “Piper, Bring Me Home,” private and incorrect information concerning the Dissolution of Marriage between Defendant Sanderbeck and her ex-husband, including but not limited to a false claim that the ex-husband was a child abuser.

48. On and after April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them posted on one or more internet web sites, including the sites known as "Bring Piper Home" and/or "Piper, Bring Me Home" the private residence address and telephone number of Defendant Sanderbeck, names and addresses of persons who had been incorporators of Defendant COSR, and messages urging someone to "go and get" Piper.
49. On April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, at a time when one or more persons were likely to be present in the home, without privilege, justification, permission or excuse, forcibly broke into the home of Defendant Sanderbeck with the purpose, among others, to commit a theft offense in the residence.
50. On April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, committed a theft offense inside the home of Defendant Sanderbeck, to wit: the person(s) took only documents relating to Piper, with the purpose to deprive Defendant Defendant COSR and/or Sanderbeck permanently of the item(s).
51. On April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or the persons acting on behalf of either or both of them, who committed a theft offense inside the home of Defendant Sanderbeck, did not take jewelry nor any other items of value which were in plain view inside the home, other than the documents relating to Piper.
52. As a direct and proximate result of the burglary of the home of Defendant Sanderbeck described in the preceding paragraphs of this Counterclaim, Defendant Sanderbeck relocated the dogs kept at her home as pets to a veterinarian's kennel for testing and protective monitoring of possible injury or harm that may have occurred in the burglary.

53. As a direct and proximate result of the burglary of the home of Defendant Sanderbeck described in the preceding paragraphs of this Counterclaim, Defendant Sanderbeck, incurred costs and expenses and experienced mental and or psychological pain and suffering and emotional upset from having to kennel her personal pets against possible injury.
54. On April 28, 2014, representatives of WBNS-TV channel 10 television came to the home of Defendant Sanderbeck and asked questions concerning a “kidnapped dog.”
55. On April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, began to contact persons and entities that had previously sponsored and/or supported the activities of COSR, posting and sending messages and other communications which contained false and/or derogatory comments about Defendant COSR’s possession of Piper.
56. On April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, began to post messages on the internet web site “Facebook” page operated by the Franklin County (Ohio) Animal Shelter which contained false and/or derogatory comments about Defendant COSR’s possession of Piper, and about the Shelter.
57. On or before April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, began to post messages and send other communications to a central Ohio animal behaviorist named Anne Neff, which contained false and/or derogatory comments about Defendant COSR and about COSR’s possession of Piper.
58. At various dates, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, began to post messages and send other communications to a group known as “ARF” or the Agility and Rally for Fun, the Anderson’s General Store, Mutts and Company, Tractor Supply, and Purina which contained false and/or derogatory comments about Defendant COSR and about COSR’s possession of Piper.

59. On April 28, 2014, because of the contacting of persons and entities that had previously sponsored and/or supported Defendant COSR by Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, Defendant COSR was forced to close its web site, and as a result, all of the activities of Defendant COSR were impaired.

60. On or before April 28, 2014, Plaintiff Covatch and/or Plaintiff Wilson and/or persons acting on behalf of either or both of them, contacted the Franklin County Department of Animal Care and Control and/or Capital Area Humane Society (hereinafter, "FCACC/CAHS") and gave a false or frivolous report to FCACC/CAHS alleging that one or more dogs in the care and control of Defendant COSR were being mistreated.

61. On or about May 8, 2014, Plaintiff Covatch posted the following financial information about Central Ohio Sheltie Rescue, Inc., including the EIN [partially redacted here] number for Defendant COSR on a public Facebook page:

"CENTRAL OHIO SHELTYE RESCUE INC 2007 EO (Filed 2008/04) 2005 EO (Filed 2006/07) Basic info EIN ----1160 Name CENTRAL OHIO SHELTYE RESCUE INC Contact PENNY G SANDERBECK Address PO BOX 13072 City COLUMBUS State OH Zip 43213-0072 Group exemption number 0000 Affiliation code 3 Classification codes 4 Ruling date 200305 Activity codes 000000000 Organization code Status code 01 Advance ruling process 0 Tax period 201112 Accounting period 12 Assets 0 Income 0 Revenue 0 Secondary name 0 Deductibility Contributions are deductible Foundation descript Organization that normally receives no more than one-third of its support from gross investment income and unrelated business income and at the same time more than one-third of its support from contributions, fees, and gross receipts related to exempt purposes. 509(a)(2) Subsection Organization to Prevent Cruelty to Animals Activity broad descript Organization to Prevent Cruelty to Animals Activity descript Organization to Prevent Cruelty to Animals Broad descript D Animal-Related Exempt descript Animal Protection and Welfare."

62. On or about May 8, 2014, Plaintiff Covatch posted information on public Facebook pages known as "Bring Piper Home" and/or "Piper, Bring Me Home" about an upcoming adoption event to be held at a sponsor for Defendant COSR, asking that people picket the event:

“Adoptable Dogs Meet & Greet with Central Ohio Sheltie Rescue, Inc. 08:00AM to 09:00PM COSR is having an adoptable dog day. Picketing partners please contact me.”

63. On or about May 10, 2014, Plaintiff Covatch shared a link to an article entitled Ever Had a Pup Stolen-Lost-Beware of Rescue Groups, authored by Edrie Blackwelder on public Facebook pages known as “Bring Piper Home” and/or “Piper, Bring Me Home,” in which the author claims that the dog known as Piper was stolen in the article.
64. On or about June 12, 2014, Plaintiff Covatch posted on public Facebook pages known as “Bring Piper Home” and/or “Piper, Bring Me Home,” “Filed a complaint with the Ohio Attorney General today! Complaint number 09037!”
65. On or about July 20, 2014, Plaintiff Covatch posted the following message to a public “Craigslist” page, including a picture of the dog known as Piper receiving an award:

“LOST/STOLEN (Columbus oh) Piper is a small 13 1/4" black and white sheltie. She is 5 1/2 years old and was let out of a friends fenced yard while she was dog sitting. Piper was taken to Franklin County Shelter over Easter. Even though she was micro chipped and the shelter had her vet contact information to find her rightful owner, they instead called Central Ohio Sheltie Rescue who now has Piper hidden in a foster home and refuses to return her to me even though I provided proof of Ownership!”
66. On or about August 3, 2014, Plaintiff Covatch posted the following message to public Facebook pages known as “Bring Piper Home” and/or “Piper, Bring Me Home,” as well as to the web site owned and operated by Defendant COSR:

“Rescue Holds Pup Hostage A companion animal is being held hostage. Central Ohio Sheltie Rescue and its director Penny Sanderbeck refuses to return lost dog to rightful owner!”
67. At the time that the Plaintiff Covatch and/or Plaintiff Wilson undertook the actions and made the statements described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the Plaintiff Covatch and/or Plaintiff Wilson acted without legal privilege or justification.

68. At the time that the Plaintiff Covatch and/or Plaintiff Wilson undertook the actions described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, they intended to interfere with the existing contractual relationships and/or business relationships and hopes and expectations of future contractual relationships and/or business relationships of the Defendant COSR with other businesses, agencies, and individuals.
69. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, did interfere with the existing contractual relationships and/or business relationships and hopes and expectations of future contractual relationships and/or business relations of the Defendant COSR with other businesses, agencies, and individuals.
70. At the time that the Plaintiff Covatch and/or Plaintiff Wilson undertook the actions described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, they intended to hold and portray Defendant Sanderbeck in a "false light."
71. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, did cause Defendant Sanderbeck to be viewed in a "false light."
72. At the time that the Plaintiff Covatch and/or Plaintiff Wilson undertook the actions described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, they intended to invade the privacy of Defendant Sanderbeck.
73. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, did invade the privacy of Defendant Sanderbeck.

74. The statements made and published by Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims with regard to the Defendant Sanderbeck publicized her private affairs with which the public has no legitimate concern, and/or wrongfully intruded into her private activities in such a manner as to outrage or cause mental suffering, shame or humiliation to a person of ordinary sensibilities.
75. At the time that the Plaintiff Covatch and/or Plaintiff Wilson made the statements described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the statements were “published” to third parties, to wit: the general public, subscribers of the internet “social media” web site(s) commonly known as “Facebook”
76. At the time that the Plaintiff Covatch and/or Plaintiff Wilson made the statements described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the statements were false.
77. At the time that the Plaintiff Covatch and/or Plaintiff Wilson made the statements described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, they had actual knowledge that the statements were false.
78. At the time that the Plaintiff Covatch and/or Plaintiff Wilson made the statements described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, they acted with actual malice and ill will toward the Defendants.
79. In the alternative of the matters alleged in the preceding paragraph numbered seventy-eight (78) of these Counterclaims, at the time that the Plaintiff Covatch and/or Plaintiff Wilson made the statements described in the preceding paragraphs numbered twenty-five (25)

through sixty-six (66) of these Counterclaims, they acted with gross negligence and/or recklessness and/or willful and wanton disregard of the rights of the Defendant COSR and the Defendant Sanderbeck, and with gross negligence and/or recklessness and/or willful and wanton disregard of whether such statements were true in making those statements.

80. At the time that the Plaintiff Covatch and/or Plaintiff Wilson made the statements described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims they intended to injure the reputation of the Defendant COSR and the Defendant Sanderbeck, and/or intended to expose the said Defendants to public hatred, contempt, ridicule, shame, or disgrace, and/or to affect the said Defendants injuriously in their trades, businesses or professions.
81. The statements made and published by Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, are defamation *per se* as to the Defendant COSR, and Defendant Sanderbeck.
82. As a direct and proximate result of the statements made and published by Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the Defendant COSR has suffered damages and/or pecuniary loss, and will continue to suffer damages and/or pecuniary loss in the future, such damages and/or losses including but not being limited to decreased donations, loss of prospective adopters and volunteers.
83. As a direct and proximate result of the statements made and published by Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the Defendant Sanderbeck has suffered pecuniary loss, and will continue to suffer pecuniary loss in the future.

84. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, there was a breach or termination of existing contractual relations between the Defendant COSR with other businesses, agencies, and individuals, including but not limited to Petco, Moochies, and Champion Feed and Pet, which are retailers of pet care products and services, a group known as "ARF" or the Agility and Rally for Fun, Adoptapet.com, Tractor Supply, and Purina.
85. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the Defendant COSR suffered pecuniary losses, and will continue to suffer pecuniary losses in the future, such damages and/or losses including but not being limited to decreased donations, loss of prospective adopters and volunteers.
86. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, were undertaken as a malicious combination of two or more persons to injure another, to wit: Defendant COSR and Defendant Sanderbeck, in person or property, in a way not competent for one alone, resulting in actual damages to the said Defendants.
87. Among other damages and losses, the interference by Plaintiff Covatch and/or Plaintiff Wilson with the existing contractual relations between the Defendant COSR with other businesses, agencies, and individuals, described herein caused Petco, Moochies, and Champion Feed and Pet, which are retailers of pet care products and services, a group known as "ARF" or Agility and Rally for Fun, Adoptapet.com, the Anderson's General Store, Mutts and Company, Tractor Supply, and Purina, to withdraw or limit their support for the activities of COSR.

88. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the Defendant COSR has been unable to engage in any type of public solicitation of donations or activities such as festivals, fairs, auctions or “garage sales” to support its activities, or has had to curtail or limit such activities to private audiences, which curtailment or limitation drastically reduced the effectiveness of those activities.

89. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs of these Counterclaims, Defendant COSR has suffered damages in an amount to be determined at trial, and in any event greater than Three-Thousand Dollars (\$3,000.00) and less than Fifteen-Thousand Dollars (\$15,000.00), and will continue to suffer such damages in the future.

90. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs of these Counterclaims, Defendant Sanderbeck has suffered damages in an amount to be determined at trial, and in any event greater than Three-Thousand Dollars (\$3,000.00) and less than Fifteen-Thousand Dollars (\$15,000.00), and will continue to suffer such damages in the future.

COUNT ONE - INTERFERENCE WITH CONTRACT

91. The Defendants incorporate by reference the preceding paragraphs of these Counterclaims as if fully rewritten herein.

92. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs of these Counterclaims constitute tortious intentional interference with beneficial or advantageous contractual relationships of Defendant COSR.

COUNT TWO - INTERFERENCE WITH ADVANTAGEOUS RELATIONSHIP

93. The Defendants incorporate by reference the preceding paragraphs of these Counterclaims as if fully rewritten herein.
94. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs of these Counterclaims constitute tortious intentional interference with beneficial or advantageous contractual relationships of Defendant COSR.

COUNT THREE - DEFAMATION AND DEFAMATION *PER SE*

95. The Defendants incorporate by reference the preceding paragraphs of these Counterclaims as if fully rewritten herein.
96. The actions of the Plaintiff Covatch and/or Plaintiff Wilson within the described in the preceding paragraphs of these Counterclaims, occurring during the year immediately preceding the filing of these Counterclaims, constitute defamation and defamation *per se* against Defendants COSR and Sanderbeck.

COUNT FOUR - INJUNCTIVE RELIEF

97. The Defendants incorporate by reference the preceding paragraphs of these Counterclaims as if fully rewritten herein.
98. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the Defendants COSR and Sanderbeck have suffered irreparable harm and will continue to suffer irreparable harm if such actions are permitted to continue.
99. The Defendants COSR and Sanderbeck have no adequate remedy at law for the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, if such actions are permitted to continue.

100. The Defendants COSR and Sanderbeck are entitled to the relief demanded, and such relief, or any part of it, consists in restraining the commission or continuance of actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, the commission or continuance of which, during the litigation, would produce great or irreparable injury to the said Defendants, or when, during the litigation, it appears that the Plaintiff Covatch and Plaintiff Wilson are doing, threaten or are about to do, or are procuring or permitting to be done, such acts in violation of the said Defendants' rights respecting the subject of the action, and tending to render the judgment ineffectual.
101. The Defendants COSR and Sanderbeck are entitled to injunctive relief against Plaintiff Covatch and Plaintiff Wilson pursuant to section 2727.02 of the Ohio Revised Code.

COUNT FIVE - BURGLARY THEFT AND CRIMINAL DAMAGING

102. The Defendants incorporate by reference the preceding paragraphs of these Counterclaims as if fully rewritten herein.
103. As a direct and proximate result of the actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered forty-nine (49) through fifty-four (54) of these Counterclaims, the Defendants COSR and Sanderbeck have suffered irreparable harm and will continue to suffer irreparable harm if such actions are permitted to continue.

COUNT SIX - "FALSE LIGHT" INVASION OF PRIVACY

104. The Defendants incorporate by reference the preceding paragraphs of these Counterclaims as if fully rewritten herein.

105. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims constituted communication of matters to the public at large or to so many persons that the matter is substantially certain to become one of public knowledge.
106. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims disclosed of facts concerning the Defendant Sanderbeck's private life.
107. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, were highly offensive and objectionable to a reasonable person of ordinary sensibilities;
108. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims were intentional, and not negligent.
109. The actions of the Plaintiff Covatch and/or Plaintiff Wilson described in the preceding paragraphs numbered twenty-five (25) through sixty-six (66) of these Counterclaims, concerned matters not of legitimate concern to the public.

WHEREFORE: Defendant COSR and Defendant Sanderbeck pray that this Honorable Court enter judgment in their favor and against the Plaintiff Covatch and the Plaintiff Wilson, dismissing all claims by the said Plaintiffs against the said Defendants with prejudice and at the Plaintiffs' costs, and further, as follows:

A. As to Count One and Count Two, judgment in favor of the Defendant COSR only, against the Plaintiff Covatch and the Plaintiff Wilson, individually, jointly and severally in an amount to be determined at trial, and in any event greater than Three-Thousand Dollars (\$3,000.00) and less than Fifteen-Thousand Dollars (\$15,000.00), in compensatory damages and a like amount in exemplary or punitive damages, plus interest at the rate provided by law;

B. As to Count Three, judgment in favor of the Defendant COSR and the Defendant Sanderbeck, against the Plaintiff Covatch and the Plaintiff Wilson, individually, jointly and severally in an amount to be determined at trial, and in any event greater than Three-Thousand Dollars (\$3,000.00) and less than Fifteen-Thousand Dollars (\$15,000.00), in compensatory damages and a like amount in exemplary or punitive damages, plus interest at the rate provided by law;

C. Alternatively to the prayer for relief in subparagraph A, above, as to Count One and Count Two, judgment in favor of the Defendant COSR only, against the Plaintiff Covatch and the Plaintiff Wilson, individually, jointly and severally the amount of One Dollar (\$1.00) in nominal damages, and Fifteen-Thousand Dollars (\$15,000.00), in exemplary or punitive damages, plus interest at the rate provided by law;

D. Alternatively to the prayer for relief in subparagraph B, above, as to Count Three, judgment in favor of the Defendant COSR and the Defendant Sanderbeck, against the Plaintiff Covatch and the Plaintiff Wilson, individually, jointly and severally the amount of One Dollar (\$1.00) in nominal damages, and Fifteen-Thousand Dollars (\$15,000.00), in exemplary or punitive damages, plus interest at the rate provided by law;

E. As to Count Four, judgment in favor of the Defendant COSR and Defendant Sanderbeck, against the Plaintiff Covatch and the Plaintiff Wilson enjoining each of them from further acts of the nature described herein;

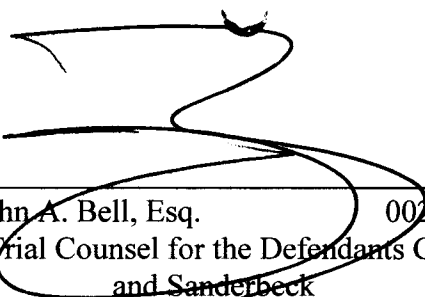
F. As to Count Five, judgment in favor of the Defendant Sanderbeck only against the Plaintiff Covatch and the Plaintiff Wilson individually, jointly and severally in an amount to be determined at trial, and in any event greater than Three-Thousand Dollars (\$3,000.00) and less than Fifteen-Thousand Dollars (\$15,000.00), in compensatory damages and a like amount in exemplary or punitive damages, plus interest at the rate provided by law;

G. As to Count Six, judgment in favor of the Defendant Sanderbeck only against the Plaintiff Covatch and the Plaintiff Wilson individually, jointly and severally in an amount to be determined at trial, and in any event greater than Three-Thousand Dollars (\$3,000.00) and less than Fifteen-Thousand Dollars (\$15,000.00), in compensatory damages and a like amount in exemplary or punitive damages, plus interest at the rate provided by law;

H. As to all Counts, judgment in favor of the Defendant COSR and the Defendant Sanderbeck, against the Plaintiff Covatch and the Plaintiff Wilson individually, jointly and severally, for their court costs, expenses and attorney fees in this action, in an amount to be determined at post-judgment hearing on the issue, plus interest at the rate provided by law; and,

I. As to all counts, judgment in favor of the Defendant COSR and the Defendant Sanderbeck, against the Plaintiff Covatch and the Plaintiff Wilson individually, jointly and severally, granting any other relief which the Court may deem just and proper.

Respectfully submitted,



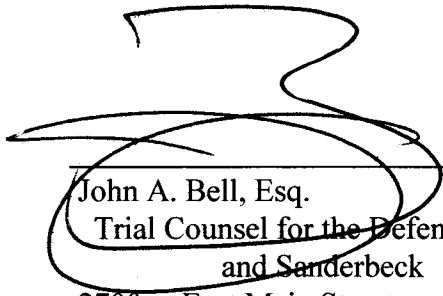
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CERTIFICATE OF SERVICE

I hereby certify that on the twenty-first (21st) day of July 2015, I have served a true copy of the foregoing AMENDED COUNTERCLAIMS OF DEFENDANTS, CENTRAL OHIO SHELTYE RESCUE, INC., AND PENNY SANDERBECK, AGAINST PLAINTIFFS, VERONICA COVATCH AND MICHELLE WILSON upon all counsel and parties entitled to such service by placing it in regular U.S. Mail, first class postage fully prepaid, addressed to:

Mr. James H. Banks, Esq., and
Ms. Nina M. Najjar, Esq,
P. O. Box 40
Dublin, Ohio 43017-0040

Mr. Scott Sheets, Esq.
Assistant Franklin County Prosecuting Attorney
373 South High Street
Fourteenth Floor
Columbus, Ohio 43215-4591



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