

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

2014 SEP 30 P 2: 27

ANN S. REILLY )

Plaintiff )

v. )

JENNIFER BRINKLEY )  
and JULES NYSSEN )

Defendants )

Case no. 1:14-cv-01048-  
(LMB) (TJR) FEDERAL US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

AMENDED  
COMPLAINT

1. At all times hereinafter mentioned, plaintiff was and still is a resident of Virginia.
2. Defendants Brinkley and Nyssen, are residents of North Carolina.
3. Monetary damages in excess of \$250,000.00
4. The jurisdiction of Federal Court is invoked pursuant to §28 U.S.C 1332 (a)(1), Diversity of Citizenship, and Fed. R. Civ. P. 4(e), minimal contact in personal jurisdiction.

At all times Plaintiff is referred to as ("Reilly,") Defendant Brinkley, as ("Brinkley"), Defendant Nyssen as ("Nyssen").

**Cause Against Nyssen**

6. Reilly retained Nyssen's services as her buyer's agent to find an investment/resale horse while he was in Holland in early 2012. The intention was to buy a horse for \$30,000.00, to sell quickly for a profit. At that time, Reilly had made arrangements to train with Nyssen. Reilly had previously purchased another horse through Nyssen as her agent/trainer and trained with Nyssen on her horse "Leila" for several months in 2009.

7. Based on their prior dealings with each other, Nyssen was aware of the extent of Ms. Reilly's dressage sales knowledge, as she had trained with Nyssen in 2009 for several months and Nyssen was her trainer/purchasing agent for the purchase of her first

dressage horse, as well as the owner of that horse's selling agent. As her trainer and buyer's agent, Nyssen's knowledge, skill, and expertise of the dressage horse buying and selling business far exceeded Reilly's. Accordingly, and as it would be expected, Reilly relied on Nyssen's dressage horse knowledge, skill and expertise to assist her and advise her on finding the right horse for this intended investment/resale purpose.

8. Nyssen did not find a suitable horse in Holland. However, when he returned from Holland in February of 2012, knowing Reilly's intention of purchasing an investment/resale horse, Nyssen solicited to her that she purchase "Ascari," a 7 year old, Dutch Warmblood, whom he had brokered the purchase for in Holland, approximately two years earlier for clients, exactly whom is in question. In an effort to explain to Ms. Reilly that "Ascari" would satisfy her investment/resale purpose, Nyssen represented that "Ascari" was under priced at \$60,000.00 and his true present value was \$150,000.00. Nyssen told Reilly that "Ascari" was owned by the Estate of "a man who died." Nyssen also told Reilly that the Estate only wanted the money back that they paid for "Ascari" when he was bought in Holland. "Ascari"'s training level at the time was USDF Level 4, unconfirmed.

9. On February 23 to 24, 2012, Reilly travelled from Wellington, FL to Statesville, NC to see "Ascari". During that visit Reilly asked Nyssen, her agent and trainer, if she should ride "Ascari". Nyssen told her there was no need for her to ride him, he was fine. Reilly wanted to spend \$30,000.00 on an investment horse. Nyssen, Reilly's purchasing agent, persuaded Reilly that "Ascari", at \$60,000.00 was a great/resale investment who would go immediately back on the horse sales market for \$150,000.00 after Reilly purchased him. During this visit Reilly was told by Nyssen the "man who died" was Jennifer Brinkley's father. Nyssen instructed Reilly not to mention the horse and sale to Brinkley because it was a sore spot with her. At this point, Reilly was under the assumption that "Ascari" was owned by the Estate of Ms. Brinkley's deceased father. Brinkley was not present during Reilly's February visit to view "Ascari" and did not speak to Reilly at any time during the sale process, which is common in the horse sales business, and an important fact in the fraud, stated below.

10. In reliance upon Nyssen's representations and extensive experience with "Ascari", Reilly purchased "Ascari" for 60,000.00 with the intention that "Ascari" could and would be sold quickly and profitably around his "true" value according to Nyssen which was \$150,000.00. Reilly wire transferred \$60,000.00 to Nyssen's "stable" bank account for the purchase of "Ascari" on March 12, 2012, asking for a Bill of Sale in her name for "Ascari". Nyssen promised he would provide Reilly with one quickly. Reilly never received a Bill of Sale for "Ascari", although she asked approximately 20 times. A Bill of Sale, under the UCC 2-201 is required for sales over the price of \$500.00 for "goods" such as a horse, and is the only legal document of horse ownership per the United States Equestrian Federation (USEF). The Bill of Sale is important to this case because Nyssen and Brinkley were unable to provide a "legal" bill of sale because Nyssen retained 27,000.00 of the purchase price of "Ascari" for himself. That is, Reilly wired Nyssen 60,000.00; Nyssen gave Brinkley, the alleged owner of "Ascari" \$30,000.00. This made the price of "Ascari", \$30,000.00, not \$60,000.00, as Nyssen represented

the price of "Ascari" to Reilly, whose 10% commission Nyssen told her was included in the \$60,000.00. (A 10% commission is the usual and customary commission for horse sales and the amount Reilly paid Nyssen when purchasing her first dressage horse from Nyssen--\$18,000.00 commission for the \$180,000.00 purchase price). This is fraud. Nyssen misrepresented the price of "Ascari," owner of "Ascari," and instructed Reilly not to mention the sale to Brinkley. The price of "Ascari," the owner of "Ascari" and telling Reilly not to talk to Brinkley about the sale are present, material facts. Nyssen's misrepresentations to Reilly of present, material facts were made so that he could make more money off the sale of "Ascari," than the \$6,000.00 commission from Reilly and in selling the horse to Reilly and telling her she could not ride "Ascari," he assured himself of a \$1,000.00 a month salary training and trying to sell "Ascari" for Reilly in which he would make another commission if he did sell "Ascari." Nyssen intentionally had Reilly wire the funds for "Ascari" to him, rather than the owner, in order to hide the fact the "Ascari"s" actual price was \$30,000.00, not the price of \$60,000.00 he represented to Reilly (see Exhibit A). Either Nyssen or Brinkley deposited the \$30,000.00 into the Stonegate Farm account on March 13, 2012, the day after Nyssen received the wire transfer from Reilly (see Exhibit B). Reilly trustfully relied on Nyssen, and his duty to represent her fairly as her buying agent in the sale of "Ascari" to her. Neither Nyssen nor Brinkley can provide proof that "Ascari" cost \$60,000.00 when he was purchased in Holland (see Exhibit C). Nyssen, acting as Reilly's buying and Brinkley's selling agent defrauded Reilly of \$27,000.00 in the sale to her of "Ascari", thus hurting her financially by cheating her out of \$27,000.00.

11. In horse sales it is not uncommon for the buyer and seller to not meet or talk during a sales transaction. It is a usual and customary practice in equine sales that buyers' and seller's have their trainer or an agent conduct the business, and this practice is unique to the equine horse sales industry. This practice has also been fraught with fraud. Kentucky, California, and Florida have all enacted laws to help prevent horse sales fraud, as occurred in this case to Reilly. In efforts to do so, these states require a Bill of Sale and disclosure of Dual Agency. The UCC applicable to Virginia or North Carolina sales requires a Bill of Sale and prohibits Dual Agency. See Exhibit D for a copy of the type of Bill of Sale Reilly was expecting to receive from Nyssen and Brinkley, as this is the Bill of Sale she received from the first horse she purchased using Nyssen as her trainer/agent, in which she paid him his \$18,000.00 commission directly.

12. Unfortunately, the issues in the sale of "Ascari" did not end with just the money fraud. Nyssen materially misrepresented the resaleability of "Ascari" to Reilly, because "Ascari" had soundness issues and dangerous propensities to the rider that Nyssen hid from Reilly. Nyssen acted as Reilly's purchasing agent by calling the Pre Purchase Exam veterinarian to arrange the exam, and representing her interests as agent at the time of during the Pre Purchase Exam (Exhibit E). Reilly requested Nyssen, her agent representing her at the vetting of "Ascari" by Travis Blackwelder, DVM to have "Ascari" ridden for the veterinarian, drug tested, and a regular blood panel, all current standard practices included in a Pre Purchase exam. Nyssen, as Reilly's agent failed to instruct Dr. Blackwelder to perform these exams. Had these exams been performed, Dr. Blackwelder may have found the "defects" in "Ascari", which made him an unsuitable

investment/resale horse for Reilly's intended purpose. Nyssen did not advise Reilly that he neglected to represent her vetting requests to Blackwelder. Nor did Nyssen disclose to Reilly that "Ascari" had been in an accident, June 2011, which left him with a degenerative spine condition. Nyssen breached his contracted duty to Reilly as her sales agent representing her at the Pre Purchase Exam of "Ascari" by not asking Dr. Blackwelder to perform the exams and tests on "Ascari", which Reilly had asked Nyssen to have Blackwelder perform, and by not disclosing "Ascari"'s June, 2011 accident to her (See Exhibit E).

13. Unaware of the aforementioned defects in Ascari, which preclude an ethical sale, Reilly had Nyssen put "Ascari" immediately back on the dressage sales market on March 13, 2012, and remained for sale on Nyssen's dressage website under sale horses. During March, after Reilly's purchase of "Ascari" Nyssen called her and informed her he had a 16 year old boy coming to look to purchase a dressage horse, and it was decided if the boy looked at "Ascari" he would be priced at \$125,000.00.

14. When Reilly arrived with her other horses for training on or about Friday, March 31, 2012, she was greeted by Jesus, a groom employed by Brinkley who also helps Nyssen with his horses, but is paid by Brinkley. It is Reilly's understanding that Jesus is an illegal immigrant, unless his immigration status has changed. Jesus, asked Reilly if she purchased "Ascari" and she said yes. Jesus reported to Reilly that "Ascari" was "loco" and had flipped over backwards when he and Nyssen were attempting to get "Ascari" in the wash stall, and hurt himself. Reilly became alarmed as Nyssen did not disclose this accident to her. The fourth day after Reilly arrived for training with her other horses, when Reilly was present waiting to watch Nyssen ride "Ascari", Nyssen reported to Reilly for the first time, after Reilly bought "Ascari", that "Ascari" was "mentally unstable" and unsuitable for Reilly, Brinkley, or any amateur to ride. Nyssen has confused the use of his term amateur. The only distinction between an amateur and professional rider is whether or not they are paid money to ride or train horses. The professional/amateur distinction is not differentiated by skill level in accordance with USEF rules for competition. For example, Reed Kessler, an amateur rider, represented the United States in the 2012 Olympics in London, England on the United States Show Jumping Team. Reed's skill level is that of a world class professional, yet she is an amateur under USEF rules.

15. Obviously, Nyssen's admission that neither Reilly nor Brinkley could ride "Ascari", as well as what Jesus informed Reilly of, came as quite a shock to Reilly since such behaviors completely contradict the intended purpose of her purchase—a purpose Nyssen was well aware of from the beginning—merchantability for resale—"Ascari" was extremely difficult to ride according to Nyssen and had been in an accident according to Jesus. Additionally, approximately seven days later Nyssen informed Reilly that "Ascari" had a "mean buck" and bolting tendency where he frequently would rear straight up and leap in the air then buck. Nyssen also informed Reilly that "Ascari" may be an unstoppable runaway horse. Nyssen did so after Reilly was awaiting for him and "Ascari" to perform in the outdoor ring at Stonegate Farm, and it took him and "Ascari" an unusually long time (30 minutes) to appear at the outdoor ring. Nyssen informed

Reilly that "Ascari" was humping his back badly (a sign a horse might buck or is uncomfortable with the saddle and or rider on him) and spooking, and he could not leave the indoor arena until he had the horse, "Ascari", under control. The post purchase disclosure of "'Ascari'"s dangerous propensities, in addition to Reilly learning of "'Ascari'"s accident, made him an terrible investment/resale horse, because he was fraught with issues that would make an "ethical" sale of the horse very difficult, as well as finding a rider to purchase "'Ascari'" who was at an extremely high skill level for riding horses who "have a mean buck," and "may run away and not stop" who would want to deal with "'Ascari'"s issues and pay a large sum of money to purchase him.

16. Nyssen misrepresented "'Ascari'" to Reilly prior to her purchase. According to what Nyssen stated, due to the unpredictability of "Ascari"'s bucking, bolting, and possibly runaway behaviors, "Ascari"'s dangerous propensities negate the ability to sell the horse for an increased profit as Nyssen initially proposed to Reilly, and presented Reilly with merchantability, ethical and liability issues if she did resell "'Ascari'".

17. Moreover, "Ascari"'s behaviors are so extremely dangerous to a potential rider, Ms. Reilly, unsuccessfully tried to resolve this matter with Nyssen, by asking Nyssen to take "'Ascari'" back several times and return her money (2 previous Demand Letters, a claim filed in the Superior Court of Iredell County, NC which Reilly was forced to dismiss because opposing counsel would not grant the attorney she hired a reasonable extension period to prepare for the Hearing filed by Defendants for Motion for Summary Judgment, several email attempts, and a mediation session with Judge Kim Taylor).

18. Reilly, whom had planned to train with Nyssen on Dennis until October, 2012, was very upset over Nyssen's nondisclosure of "Ascari"'s unsuitability for resale, his dangerous propensities, nondisclosure of "Ascari"'s "true" owner whom he was acting also as a sales agent for, and was under such mental duress that she removed Dennis and Leila from his training after two weeks. Since "Ascari" was a big question mark for resale due to his nondisclosed propensities by Nyssen to Reilly prior to purchase, or by Brinkley, who is ultimately responsible for the actions of her sales agent for "Ascari", Reilly removed "Ascari" from sales and training with Nyssen because she saw no reason to "waste" \$1,000.00 a month paid to Nyssen to train and act as her sales agent for "Ascari", when it became evident to Reilly that she had been deceived and cheated by Nyssen, by her purchase of "'Ascari'" and into paying him a salary for attempting to train a horse who had many problems, and was not resaleable for \$150,000.00. Reilly put "Ascari" back on the sales market, for what she paid plus the money she had invested in him for board, training, shipping, shoeing and vetting, which totaled \$65,000.00, and disclosed the defects in "'Ascari'" to the two interested parties who called her regarding purchasing "'Ascari'". One of these interested parties wrote Reilly a letter thanking her for her honesty in disclosing "'Ascari'"s defects. The other inquirer had her trainer, a grand prix dressage rider watch the video of Nyssen on "Ascari" and her trainer said "'Ascari'" had something wrong with his back. At the same time Reilly was asking Nyssen, for relief from this deceptive sale.

19. In June 2012, Reilly sought the advice of Dr. Steve Soule, FEI Veterinarian (see

Exhibit F), and a rider himself, as to whether "Ascari"'s dangerous propensities were pain related. Dr. Soule coordinated with Dr. John Nolan of Piedmont Equine Practice, The Plains, VA, Dr. Sarah Patowski, of Palm Beach Equine Clinic, Palm Beach, FL, Lauriejean Chamberlin of Equine Body Works, and later Dr. Daniel Flynn of Georgetown Equine, Charlottesville, VA. Reilly has been advised by all of these veterinarians "Ascari" IS NOT SAFE to be ridden by anyone and must be treated for his spine injuries and retire due to his spine and "old" broken rib conditions, which took greater than one year to develop, prior to "Ascari"'s first examination by Dr. Soule, from an accident in which "'Ascari'" was either flipped over backwards, fell down, or ridden for a prolonged period of time in a saddle that caused some of the spine injuries. This final collaborative prognosis by the veterinarians aforementioned was made in October 2012 (see Exhibit G). Thus, "Ascari" cannot be ridden by any potential buyer and therefore cannot even be sold for the purchase price paid by Ms. Reilly, causing Reilly substantial financial injury. Reilly removed "'Ascari'" from all advertisements for the resale of him when she realized she could not ethically sell an injured horse.

20. In August 2012, Reilly had Yvonne Ocrant, of Hinshlaw and Culbertson, LLC send Nyssen and Brinkley (who seems to be the owner as her name is on his United States Equestrian Federation Lifetime Horse Registration and his USDF Lifetime Horse Registration) a Demand Letter to which neither Nyssen nor Brinkley responded to in the time period requested for response.

21. As a result of Nyssen's breach of contract with Reilly, his deceptive misrepresentations, and omissions, Ms. Reilly has incurred extensive costs and expenses on a horse she learned in August of 2012 she should not try to sell, and let alone sell for the profit Nyssen represented, and has retired "Ascari" per veterinary advice on humane treatment of "Ascari". Ms. Reilly has therefore suffered damaged exceeding the \$60,000.00 purchase price, including, but not limited to transportation costs, boarding costs, medical expenses, veterinary expenses, and legal fees. At the time of filing the costs are approximately \$130,000.00, which includes "'Ascari"'s" fraudulent purchase price.

22. Nyssen's false representations and omissions of material facts regarding "Ascari"'s disposition were made with the intent to deceive Ms. Reilly into purchasing "Ascari" for his monetary gain through the proceeds of the sale in which he retained \$30,000.00 dollars of the purchase price. A fifty percent commission was not disclosed to Reilly prior to her purchase of "'Ascari'" ( normal commission on the sale of a horse is ten percent) and Reilly asked Nyssen if she needed to add 6,000.00 commission on to the purchase price and Nyssen said her commission was included in the purchase price if \$60,000.00 and by receiving his monthly \$1,000.00 training fee, for "Ascari", a horse who would never have been suitable as represented by Nyssen to Reilly for the intended purpose she retained him as her agent to purchase a horse for.

23. This is actionable conduct constituting fraud, material misrepresentation, breach of contract, breach of implied warranty of fitness for particular purpose, breach of merchantability and breach of fiduciary duty under the UCC Article 2, and Virginia and

North Carolina laws. Such claims allow for recoverable, monetary damages, including attorneys' fees. Neither Nyssen nor Brinkley can provide evidence of the price paid for "Ascan" when he was purchased in Holland.

24. The injuries, damages, and losses sustained by the Reilly were caused by Nyssen, and Brinkley's responsibility as co owner of the horse "Ascan," violations of the Uniform Commercial Code (UCC, Article 2, "Sales of Goods) and the North Carolina Unfair and Deceptive Trade Act, N.C.G.S. 75-1.1, and Virginia fraud and deceptive trade laws.

25. Despite Ms. Reilly's repeated attempts to reach an amicable and expedited resolution of this matter since May 2012, Nyssen and Brinkley have refused to resolve this matter with Reilly.

### **Cause Against Brinkley**

26. At the time of the sale, "Ascan", represented to Reilly by her sales agent Nyssen, as owned by the Estate of the late Albert Schneider, was in training with Nyssen at Jennifer Brinkley's Stonegate Farm in Statesville, NC. For many years Nyssen has personally trained. Brinkley, her show horses, and many other owners and horses at Stonegate Farm. Nyssen consistently rides and shows Brinkley's horses, and uses her Stonegate Farm as his training and sales facility. Nyssen acts as Ms. Brinkley (and other horse owner's) broker in buying and selling their horses nationally and internationally.

27. As the daughter of the alleged owner of "Ascan", Brinkley had intimate firsthand knowledge of "Ascan"'s performance levels and dangerous propensities as she watched Nyssen train "Ascan" almost daily, his veterinary bills were addressed to her (including the bill where "Ascan" received treatment with Reserpine, a drug that sedates almost paralytically a horse for two weeks and an anti-inflammatory both of which are contraindicated for a horse who two weeks earlier had been diagnosed with an ulcer, most likely after his spine and rib were injured), and supervised activities at Stonegate Farm where she acts as CEO, frequently watched and consulted with Nyssen on the training, showing, and performance of horses owned by her and/or whom she represented, and had the knowledge of or instructed Nyssen to place "Ascan" on the equine sales market to sell, at a the price of \$100,000.00, a purported profit, soon after "Ascan" arrived at Stonegate Farm from Holland during the summer of 2010.

28. Having years of horse sales experience, Brinkley knew, or should have known, that "Ascan" was "damaged goods" due to his extremely dangerous propensities and not suitable to legitimately and responsibly sell to anyone. Had Reilly known Brinkley was the owner or co owner of "Ascan" she would not have purchased him under the conditions stated to her by Nyssen since Reilly is aware that Brinkley would not sell a good investment horse at no profit, and the horse most likely had a defect that caused Brinkley to want to sell the horse to cut her losses. It was never disclosed to Reilly that Brinkley was the owner of "Ascan", it was only disclosed to Reilly that "Ascan" was

owned by the Estate of a man who died, and later it was Brinkley's father. Reilly discovered Brinkley's father's name by Googling "Jennifer Brinkley death notice" and came up with her name as daughter of the late Albert Schneider in July 2010. Had Brinkley issued Reilly a legal equine Bill of Sale, instead of saying "oh do we have to do one," in mid April, 2012, all of these issues would have been avoided because Reilly would not have purchased "Ascari" from Brinkley, full well knowing Brinkley would not sell a good horse at a reported loss according to Nyssen, her sales agent for "Ascari."

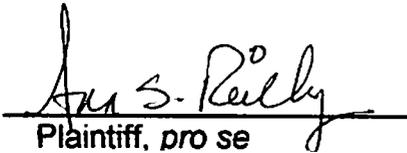
29. Had Brinkley disclosed "Ascari's" dangerous propensities and injury in a standard equine Bill of Sale prior to purchase, Ms. Reilly would not have purchased "Ascari". Reilly reasonably relied, to her detriment and financial injury, on Brinkley's omissions of "Ascari's" true purchase price of \$30,000.00, any such dangerous behaviors and injury of "Ascari" customarily disclosed in a Bill of Sale agreement. Reilly asked for the agreement prior to and during the sale through her agent Nyssen, and Brinkley failed to provide one. When Reilly first saw Brinkley in person, during the second week of April 2012, she asked Brinkley for the Bill of Sale for "Ascari" and Brinkley's response was "oh, do we have to do one," Reilly said yes I need one. As a result of Brinkley's deceptive misrepresentations, and omission, Reilly has incurred extensive costs and expenses on a horse who cannot be ridden, sold, or let alone sold for the profit Nyssen represented, and has retired "Ascari" per veterinary advice on humane treatment of "Ascari" see Exhibit ( F and G). Reilly has therefore suffered damaged exceeding the \$60,000.00 purchase price, including, but not limited to transportation costs, boarding costs, medical expenses, veterinary expenses, and legal fees.

33. Brinkley's omissions of material facts regarding "Ascari's" disposition were made through her agent, Nyssen, with the intent to deceive Reilly into purchasing "Ascari" for her monetary gain through the proceeds of the sale. In the equine sales industry it is "usual and customary" practice that owners are responsible for the actions of their agents, and this has been held by courts throughout the United States. This is actionable conduct constituting violation of the UCC, Article 2, and the North Carolina Unfair and Deceptive Trade Act N.C.G.S. 75-1.1, and Virginia laws regarding fraud, material misrepresentation, breach of contract, breach of implied warranty of fitness for particular purpose and breach of fiduciary duty. Reilly has been financially hurt by Brinkley's actions and has continuing monthly expenses on a "worthless horse, "Ascari" who cannot be ridden or ethically resold.

34. Despite Ms. Reilly's repeated attempts to reach an amicable and expedited resolution of this matter since May 2012, Brinkley has refused to resolve this matter.

[www.ratemyhorsepro.com](http://www.ratemyhorsepro.com)

Respectfully Submitted,  
Ann S. Reilly

By:   
Plaintiff, *pro se*

September 30, 2014

The Defendants have asked that all communications be sent to their attorney:

Address of Defendant Brinkley and Nyssen's Attorney

Barbara Werther  
Ober, Kaler, Grimes & Shriver  
1401 H Street, NW, Suite 500  
Washington, DC 20005

Address of Jules Nyssen

2485 Buffalo Shoals Rd.  
Statesville, NC 28677  
Phone: (704) 528-1634

Address of Jennifer Brinkley

199 Stonegate Lane, Statesville, NC 28677

[www.ratemyhorsepro.com](http://www.ratemyhorsepro.com)

Certificate of Service

I hereby certify that on this 30<sup>th</sup> day of September, 2014 a true and correct copy of the above was served via ~~hand delivery~~ on:  
overnight US mail

Defendants Counsel

Barbara Werther  
Ober, Kaler, Grimes & Shriver

1401 H Street, NW, Suite 500

Washington, DC 20005

RateMyHorsePro.com

Notary Statement

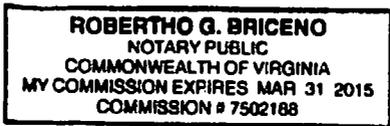
State of VIRGINIA

County of FAIRFAX

Before me, the undersigned notary public, this day, personally appeared Ann S. Reilly to me known, who being duly sworn according to law, deposes the following Amended Complaint in Reilly v. Brinkley and Nyssen, in the US District Court, Eastern District of Virginia, Alexandria Division, Case No. 1:14-cv-01048 (LMB) (TRJ).

Ann S. Reilly  
Signature of Affiant

Subscribed and sworn to before me this 30th day of SEPTEMBER, 2014.



Robertho G. Briceno

Notary Public

My Commission Expires: MARCH 31 2015

RateMyHorsePro.com

**EXHIBIT A  
MONEY WIRE TRANSFER  
REILLY TO NYSSSEN**

RateMyHorsePRO.com



**Bank of America**

www.ratemyhorsepro.com

PAGE 1 OF 1

BANK OF AMERICA, N.A.  
WIRE TRANSFER ADVICE  
1 FLEET WAY  
SCRANTON, PA

PA6-580-04-05  
18507

WX 0000 000 442 004936 #001 SP 0.374  
JULES J NYSSEN

DATE: 03/12/12  
DIRECT INQUIRIES TO:  
800.729.9473 OPTION 2  
ACCOUNT: 002371376869

USD AMOUNT \$60,000.00

SERVICE REF: 023997  
RELATED REF: 0066489072320280

ANN S REILLY PHD  
WELLS FARGO BANK, NA  
JULES NYSSEN STABLE ACCOUNT

ID: 000007964370444  
ID: 121000248  
ID: 002371376869

PAYMENT IN FULL FOR ASCARI

RateMyHorsePro.com

DS EXHIBIT 3-744

4



**EXHIBIT B**  
**DEPOSIT OF \$30,000.00 INTO**  
**STONEGATE FARM BANK ACCOUNT**

RateMyHorsePro.com

# Basic Business Checking

Account number: [REDACTED]



STONEGATE FARM INC  
134 STONEGATE LN  
STATESVILLE NC 28677-9082

### Questions?

Available by phone 24 hours a day, 7 days a week:  
**1-800-CALL-WELLS** (1-800-225-5935)  
TTY: 1-800-877-4833  
En español: 1-877-337-7454  
Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)  
Write: Wells Fargo Bank, N.A. (338)  
P.O. Box 6995  
Portland, OR 97228-6995

### Your Business and Wells Fargo

As our way of saying thank you to our business customers, Wells Fargo is extending money-saving offers on many of our business accounts and services between April 16 and June 30, 2012. For details on these limited-time offers, stop by any Wells Fargo location, visit us online at [wellsfargo.com/appreciation](http://wellsfargo.com/appreciation), or call us at 877-436-4170.

### Account options

A check mark in the box indicates you have these convenient services with your account. Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Rewards for Business Check Card
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

### Activity summary

Beginning balance on 3/1	
Deposits/Credits	30,800.00
Withdrawals/Debits	- 8,354.14
<b>Ending balance on 3/31</b>	<b>\$29,058.45</b>

Average ledger balance this period

### Overdraft Protection

Your account is linked to the following for Overdraft Protection:  
 Credit Card

### STONEGATE FARM INC

North Carolina account terms and conditions apply  
For Direct Deposit and Automatic Payments use  
Routing Number (RTN): [REDACTED]  
For Wire Transfers use  
Routing Number (RTN): [REDACTED]

### Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/6		Deposit			
3/13		Deposit	30,000.00		34,212.59

DS EXHIBIT 3-7-14  
3  
 Huseby.com  
CREATING BETTER BUSINESS

**EXHIBIT C  
WIRE TRANSFER CONFIRMATION  
FROM HOLLAND  
WITH NO HORSE NAME OR  
REASON FOR TRANSFER STATED**

RateMyHorsePro.com

Subject: money arrived  
From: Wim Loomans (dressage.nl) (wim@dressage.nl) www.ratemyhorsepro.com  
To: jenniferbrinkley@bellsouth.net  
Date: Tuesday, June 29, 2010 11:30 AM

Rentedatum	Code	Tegenrekening	Naam / Omschrijving	Bedrag
01-07-2010		db	3508.00.154 ALBERT SCHNEIDER	bij €50.876,18
BETALINGSKENM. RE0100629822370 Wereldbetaling SHA USD=62.244,60 EUR=1,22345 USD ORG ALBERT SCHNEIDER RFB 1006290 00107				

tampered  
~~fainted~~ version 1  
 EVIDENCE

provided  
 in  
 deposition

DS EXHIBIT 3-719

From: Wim Loomans (dressage.nl) (wim@dressage.nl) [www.ratemyhorsepro.com](http://www.ratemyhorsepro.com)

To: jenniferbrinkley@bellsouth.net;

Date: Tuesday, June 29, 2010 11:30 AM



Rentedatum	Code	Tegenrekening	Naam / Omschrijving	Bedrag
01-07-2010		db	3508.00.154 ALBERT SCHNEIDER	bij €50.876,18
BETALINGSKENM. RE0100629822370 Wereldbetaling SHA USD 62.244,60 EUR=1,22345 USD ORG ALBERT SCHNEIDER RFB 1006290 00107				

Tampered Evidence  
Version 2

From: Wim Loomans (dressage.nl) (wim@dressage.nl) [www.ratemyhorsepro.com](http://www.ratemyhorsepro.com)

To: jenniferbrinkley@bellsouth.net

Date: Tuesday, June 29, 2010 11:30 AM

Dear Jennifer  
We just received the amount see below from mr. Albert Schneider  
we also received a form for the insurance, will ask the vet to fill it in a.s.a.p.  
regards Wim Loomans

Rentedatum	Code	Tegenrekening	Naam / Omschrijving	Bedrag
01-07-2010		db	3508.00.154 ALBERT SCHNEIDER	bij €50.876,18
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1 amended Evidence Version 3

**EXHIBIT D  
EXAMPLE OF STANDARD EQUINE  
BILL OF SALE**

RateMyHorsePro.com

**EQUINE BILL OF SALE**

**IN CONSIDERATION** of the sum of \$180,000.00 USD received by Plan Bee Equestrian (the "Seller"), LLC whose address is 325 Arlington Avenue, Charlotte, NC, 28203 from Ann S. Reilly (the "Buyer") residing at 8223 Riding Ridge Lane, McLean, VA, 22102 receipt and sufficiency of which are hereby acknowledged. Seller grants, sells, conveys and transfers to the Buyer the following horse:

Horse's Name: "Viegel" commonly known as "Dennis" (the "Horse")  
Breed: Dutch Warmblood, registered in The Netherlands, #02.06313  
Color: "Chestnut"  
Markings: "White star" on forehead and one (1) "white" hind sock  
Sex: Gelding  
Year Foaled: 2002

**SELLER'S REPRESENTATIONS:** The Seller warrants to the Buyer that the Seller is the legal and true owner of the Horse and that the Seller has the unqualified right to sell the Horse. Furthermore, the Seller warrants that the Horse is sold free and clear of any lien, security interest, mortgage or other encumbrance.

**WARRANTIES:** The Horse is sold with no express or implied warranties or representations having been made by the Seller to the Buyer other than those expressly included above.

**SEVERABILITY:** If any part or parts of this Bill of Sale shall be held unenforceable for any reason, the remainder of this Bill of Sale shall continue in full force and effect.

**ENTIRE AGREEMENT:** This Bill of Sale constitutes the entire understanding between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Bill of Sale. This Bill of Sale may be modified in writing and must be signed by both the Buyer and Seller.

**GOVERNING LAW:** This Bill of Sale shall be governed by the laws of the State of North Carolina.

**IN WITNESS WHEREOF:** The Seller has executed and delivered this Horse Bill of Sale the 30<sup>th</sup> day of December 2009.

*[Handwritten signature of James J. Gross]*

Seller,  
James J. Gross, Manager  
Plan Bee Equestrian, LLC

*[Handwritten signature of Ann S. Reilly]*

Buyer,  
Ann S. Reilly

*[Handwritten signature: Plan Bee, owner]*

**EXHIBIT E**

**NYSSEN AGENT AT  
PRE PURCHASE EXAM**

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www.ratemyhorsepro.com

### Statesville Bovine and Equine Clinic

181-B Mocksville Hwy.

Statesville, NC 28625

704-873-1743

Fax: 704-873-1251

Ex 14

H.D. Blackwelder, DVM  
Brett J. Pendergrass, DVM

J.T. Blackwelder, DVM MS  
Lisa N Bancom DVM, IVCA

### Pre-Purchase Examination Report

Date: 3 / 5 / 2012

Buyer's Name: Ann Reilly

Seller's Name: Jennifer Brinkley

Horse's Name: Ascaris

Breed: Dutch UB Color: Bay Age: 7yr Sex: G

Intended Use: Dressage 3-4th Level (longer term invest horse)

Buyer or agent/witness present at exam Jules Nyssen

**EXHIBIT F**  
**AFFIDAVIT OF DR. SOULE**

RateMyHorsePro.com

State of Florida )  
 )SS:  
County of Monroe )

Before me, the undersigned notary public, this day, personally, appeared Stephen Soule to me known, FLDL 540078747474680 who being duly sworn according to law, deposes the following to be included in Plaintiff's Response to Deny Defendants Motion to Dismiss, Defendants' Memorandum of Law in Support of Motion to Dismiss, in Reilly v. Brinkley and Nyssen, Case NO. 1:14-cv-01048, United States District Court, Eastern District of Virginia, Alexandria Division:

1. I have written several articles on Equine Pre Purchase Examinations for veterinary journals and popular press equestrian magazines (see vitae).
2. A veterinarian does not PASS or FAIL a horse in a Pre Purchase Examination.
3. A veterinarian does present the results of his Pre Purchase Examination of a horse to either or all of the following; the buyer's agent, the buyer's trainer, the buyer.
4. The Pre Purchase Examination of a horse to be ridden includes examination of the horse being ridden during the examination.
5. In today's horse industry, it is common for a veterinarian to present his findings of a horse's Pre Purchase Exam to the agent or trainer, of the buyer of the horse.
6. The Pre Purchase Examination Report is owned by the person who paid for the Pre Purchase Examination and is confidential between the veterinarian, the buyer, and the buyer's agent/trainer.
7. Attached to this Affidavit is a report I wrote on the history of the physical condition and veterinary treatment done on the horse "Ascari."
8. As you will see in my report, Ascari's spinal condition developed at least one year before Reilly purchased Ascari, March 13, 2012.

  
(Signature of Affiant)

Subscribed and sworn to before me this 22nd day of September, 2014.

  
Notary Public

My Commission Expires ~~BRITTNEY M. DOLAN #1164876~~  
**NOTARY PUBLIC**  
**MONROE COUNTY**  
**COMMISSION EXPIRES 11/14/2014**

July 6, 2014

Affidavit of Dr. Stephen G. Soule

Comes now Stephen G. Soule and states the following summary of treatment of the horse, "Ascari," owned by Ann Reilly.

1. I assessed "Ascari's" neck and back on June 24, 2012 as owner, Ann Reilly, reported a violent bucking spree whose cause she thought might be spinal and at Lauriejean Chamberlin's request. Ms. Chamberlin, of Equine Body Works and Acupuncture, whom I have worked on horse cases with for many years, first assessed "Ascari" on June 2, 2012, a week after the violent bucking spree Ann experienced while riding "Ascari", and again on June, 20, 2012.
2. Ms. Chamberlin requested veterinary assessment because after two treatments she saw no improvement after treating "Ascari". Ms. Chamberlin found no indication of a recent trauma to "Ascari" and asked owner if "Ascari" had a history of falling or being flipped over backwards. Owner was not aware of any injury to "Ascari" before or after she purchased him on March 13, 2012. The severe sore places in "Ascari's" spine were consistent with horses whom had fallen or flipped over backwards in Ms. Chamberlin's experience. Ms. Chamberlin also noted that "Ascari's" pain was extreme when a saddle was placed on him. In Ms. Chamberlin's palpation of "Ascari" she found extreme sensitivity on his right side T 8-11, T 14-16, on the bladder meridian 14/15/16, L1, 18TH15, and stiffness and soreness of his right shoulder, at his lower cervical base of his neck.
3. I recommended a nuclear bone scan of "Ascari" to be performed by The Piedmont Equine Practice by my colleague Dr. John Nolan to determine if any underlying musculoskeletal injury may explain "Ascari's" explosive and dangerous behavior. I coordinated the work and enlisted Dr. Sarah Pulchaski, DVM, DACVR, an expert bone scan reader, to also review the scans. Drs. Nolan and Pulchaski's readings of the bone scan were in agreement, and were in agreement with Ms. Chamberlin's assessment. Dr. Nolan's physical exam of "Ascari" was also in agreement with Ms. Chamberlin's exam. Dr. Nolan reported "Ascari's" physical pain as more severe than the imaging findings. The intense focal uptake at the T18 dorsal spinous process and moderate focal uptake of the 18th rib on the right side takes at least a year to develop and we believe was present when Ann purchased "Ascari". The cause of this bone uptake to develop is trauma to the spine from a fall or long term repetitive trauma from improper saddle fit.
4. Dr. Nolan and I were in agreement that "Ascari" was not safe to be ridden due to the injuries to his spine and the 7 year old Dutch Warmblood gelding had to be retired. We agreed that "Ascari's" presentation, due to his injuries and intolerance for pain would make it impossible for him to return to high level sport performance and "Ascari" is a danger to any rider.
5. On May 8, 2014 owner had Dr. Daniel Flynn, of Georgetown Equine assess "Ascari" when she was away at a horse show. Ann only asked Dr. Flynn to check his back. I am in possession of Dr. Flynn's physical exam assessment which is in agreement with all previous findings. Not knowing "Ascari" had undergone a nuclear bone scan, Dr. Flynn recommended radiographs of "Ascari's" spine. Ann spoke with Dr. Flynn after she returned from the show and explained "Ascari's" history and told him she had wanted a "blind" current exam.
6. It is my conclusion that after over 2 years of rest, since there has been no improvement in "Ascari's" spinal injuries he is not safe to be ridden and must be permanently retired.

I, the undersigned, have coordinated the veterinary assessment of "Ascari" owned by Ann Reilly, and swear the information presented is a true summary of "Ascari's" treatment and prognosis, to the best of my knowledge.

Signature Stephan M. Houle

FL DL S400787474680

Date 9/22/14

Sworn to me this 22 day of 09, 2014.

Signature [Handwritten Signature]

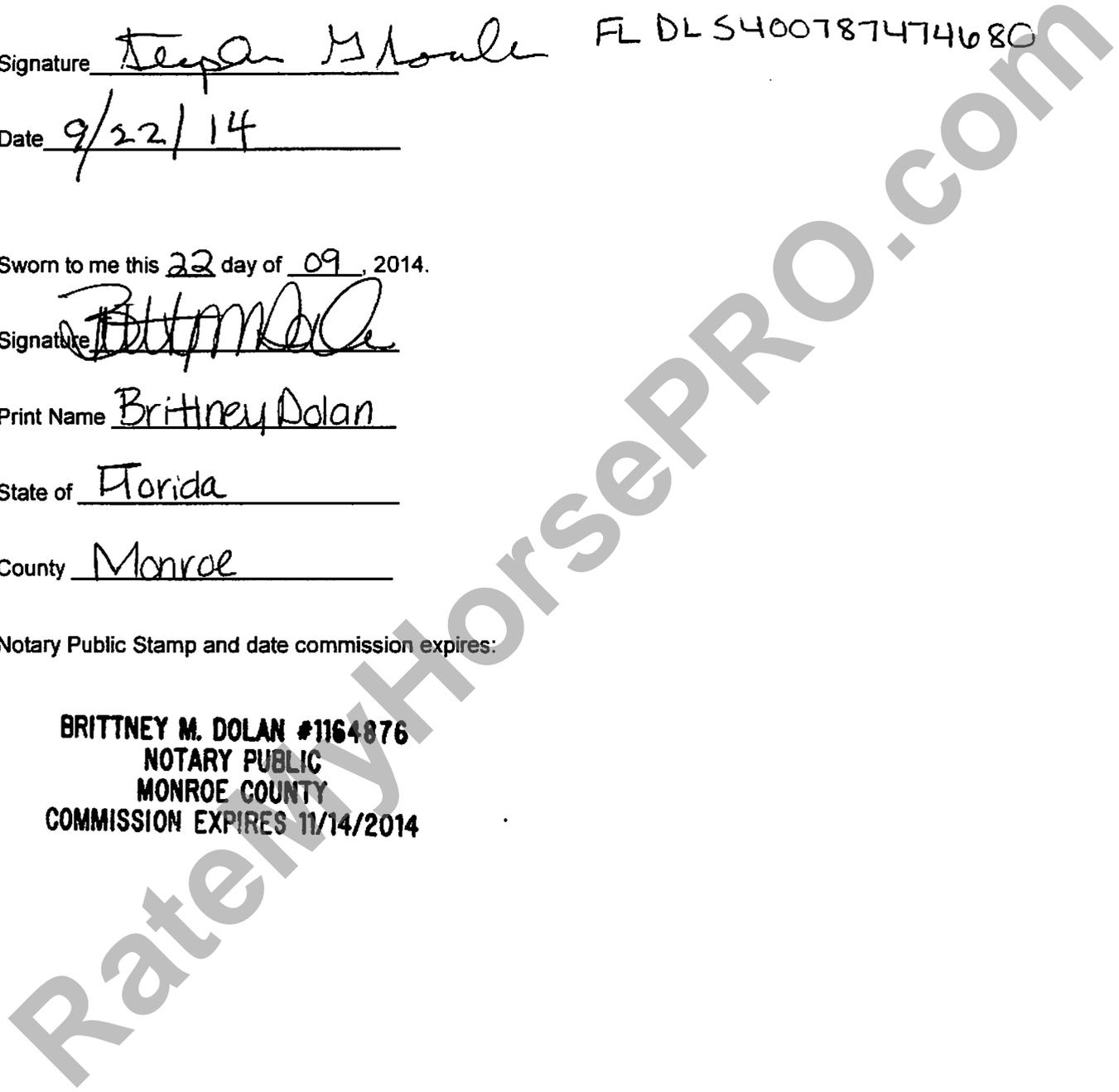
Print Name Brittney Dolan

State of Florida

County Monroe

Notary Public Stamp and date commission expires:

**BRITTNEY M. DOLAN #1164876  
NOTARY PUBLIC  
MONROE COUNTY  
COMMISSION EXPIRES 11/14/2014**



[www.ratemyhorsepro.com](http://www.ratemyhorsepro.com)

Stephen G. Soule, VMD  
2561 Bedford Mews Dr.  
Wellington, FL 33414  
(561) 697-0666  
(561) 795-4135 Fax

## RESUME

BIRTH: December 28, 1947, New Haven, CT, USA

MARITAL STATUS: Married to Jeanette

### EDUCATION:

Walt Whitman High School, Bethesda, MD  
Diploma: June, 1965

Georgetown University, Washington, DC  
Summer School: July – September, 1967  
June – September, 1967

Trinity College, Hartford, CT  
September, 1965 – June, 1969  
Degree: B.S., Biology  
Honors: Dean's List: Fall and Spring Terms, 1967-1968  
Fall and Spring Terms, 1968-1969

### Activities and Employment:

- Phi Kappa Psi Fraternity, Vice-President
- Varsity Fencing
- New Market Hounds Hunt Club (Maryland)
- Student Intern, U.S. Atomic Energy Commission, Division of Isotopes Development, June – September, 1967. Work done on the Radiation Preservation of Food Project.
- Marketing Representative, CEIR, Inc. Professional Services Subsidiary of Control Data Corp., June – September, 1969

University of Pennsylvania, School of Veterinary Medicine, Philadelphia, PA.  
September, 1969 – May, 1973  
Degree: V.M.D.  
Honors: Society of Phi Zeta, Beta Chapter  
Dean's List: May, 1973  
Graduated Cum Laude

**Activities and Employment:**

- Student – Faculty Forum
- Student Advisory Committee on Admissions
- Committee on Student Rights and Responsibilities
- Biology Instructor, Parkway School, Philadelphia, PA  
September, 1970 – January, 1971
- Student Research Fellowship, School of Veterinary Medicine  
Study done at the Penrose Research Laboratory,  
Philadelphia Zoological Garden, entitled “The Relationship  
Between Shigella, Dysentery, and Ulcerative colitis-like  
Lesions in Primates”

**EMPLOYMENT:**

- Veterinarian for the Commonwealth of Pennsylvania, State Horse Racing Commission at Penn National Race Course, Grantville, PA June 1973 – December, 1973
- Intern in Large Animal Pathology, University of Pennsylvania, School of Veterinary Medicine, New Bolton Center, Kennett Square, PA July 1973 – June 1974
- Self Employed: private equine practice, Kennett Square, PA June 1973 – July 1974
- Associate, Delaware Equine Center, Cochranville, PA August 1974 – December 1975
- Partner, Delaware Equine Center, Cochranville, PA January, 1976 – September, 1992
- Self Employed: private equine practice, West Palm Beach, FL October, 1992 – Present

**PUBLICATIONS:**

“The Relationship Between Shigella, Dysentery, and Ulcerative Colitis-like Lesions in primates”, Research in Zoos and Aquariums – A Symposium, National Academy of Sciences, Washington, DC, 1975

“Lameness Resulting from High Suspensory Disease in the Horse”, Daniel Marks, VMD, M.P. Mackay-Smith, DVM, J.A. Leslie, DVM, S.G. Soule, VMD: Proceedings of the 27<sup>th</sup> Annual Convention of the AAEP, New Orleans, LA. November-December, 1981. pp. 493-498

“The History of Prepurchase Examinations”, Stephen G. Soule, VMD, Proceedings of the Annual Convention of the AAEP, New Orleans, AAEP 33:205, 1987.

“Examination for Purchase”, “History and Philosophy of the Medical Examination of Horses for Purchase”, G.Marvin Beeman, Stephen G. Soule and Terry D. Swanson, Veterinary Clinics of North America, August 1992

“Pre-purchase Examinations: A Historical Perspective and Important Things to Consider”, Proceedings of the Annual Convention of the AAEP, 2009

Frequent Contributor to many lay equine publications including, Equus, Practical Horseman, Horse Play, The Chronicle of the Horse, Sidelines, Dressage Today, In Stride, and others

#### PROFESSIONAL ACTIVITIES:

- Licensed: Florida, Maryland, Massachusetts, Rhode Island
- Certified FEI event veterinarian for the disciplines Jumping, Dressage, Eventing, Driving and Endurance
- Member:
  - American Veterinary Medical Association
  - American Association of Equine Practitioners, Committee member past of: Equine Insurance, Horse Show, Purchase Examination
  - United States Equestrian Federation, Member: Veterinary Committee
  - United States Hunter Jumper Association, Co-Chairman: Horse and Rider Advocacy Committee (previously the Welfare Committee)
- Member and past Board of Directors: Northeastern Association of Equine Practitioners
- Editorial Advisory Board: Equus Magazine
- United States Equestrian Team Veterinarian since 1978 at competitions in Austria, Belgium, Canada, Czech Republic, England, France, Germany, Holland, Ireland, Italy, Sweden, Switzerland, USA, and others
- Member of the Veterinary Panel for the Selection Trials of 2011 Pan American Games Dressage Team
- Member of the Veterinary Panel for the Selection Trials of the 2012 Olympic Games Dressage Team
- President, Veterinary Commission, 2000 World Cup, Las Vegas, NV
- United States Equestrian Team Veterinarian, 1999 Pan American Games, Winnipeg, Canada
- Virgin Islands Equestrian Team Veterinarian, 1993 Central American Games, Ponce, Puerto Rico
- President, Veterinary Commission, Washington International Horse Show, 1976-2010, Veterinary Delegate 2011
- Associate Member, Veterinary Commission:
  - 1996 Olympic Games, Atlanta, GA
  - 1991 North American Championships Endurance Ride, Carson City, NV, USA
  - 1988 World Championship Endurance Ride, Front Royal, VA, USA

- 1985 North American Championship Endurance Ride, Davenport, CA, USA
- 1980 World Cup (Show Jumping), Baltimore, MD, USA
- Official FEI Veterinary Delegate or Veterinary Official at over 100 horse shows, endurance rides, horse trials, competitive trail rides, hunt and steeplechase races since 1975
- Brandywine Veterinary Medical Association – Past President

**AWARDS:**

2009 Recipient of the United States Equestrian Federation Pegasus Foundation's Marty Simensen Lifetime Humanitarian Achievement Award recognizing contributions as a humanitarian whose life's work reflects the spirit and dedication of Marty Simensen.

**NON-PROFESSIONAL ACTIVITIES:**

- Annapolis Yacht Club
- Chesapeake Area Professional Captains Association
- Ocean Sailboat Racing
- Ocean Sailboat Cruising
- Fishing
- Hunting
- Scuba Diving

**EXHIBIT G  
DR. NOLAN'S VETERINARY  
REPORT ON "ASCARI"**

RateMyHorsePRO.com

Case #: 13658

October 04, 2012 to October 04, 2012

Piedmont Equine 4122 Zulla Road The Plains, Va

Ownership: Ann Reilly (100%) - (540) 533-0966

**October 04, 2012**

**Scheduled Appointments**

Hospital: 01:30 PM [1 Hour] - Ann Reilly

Booked By: Mandy Pilgrim  
Attending: Dr. John Nolan

**Administered**

**Quantity**

HCG Stimulation Test (2 Samples) - Lab A  
Stall Board  
ICU Level 1  
Scintigraphy Interpretation Fee

1  
1  
1  
1

Dr. Alisa Corser  
Dr. PEP  
Dr. PEP  
Dr. John Nolan

**Notes**

History - Exam Text:

Invoice: 128236

Line Item: PRAI11 - Scintigraphy Interpretation Fee

Owner Ann Reilly, reports this horse had an episode of a dramatic bucking that led to significant personal injury to herself in May 2012. A nuclear bone scan was advised by Dr. Steve Soule to determine if any underlying musculoskeletal injury was present that may explain the explosive and dangerous behaviour. On the bone scan there is focal intense uptake of the T18 dorsal spinous process and moderate focal uptake of the 18th rib left side. This bone uptake often takes at least 6 months to develop after and inciting cause of trauma to the spine from a fall or repetitive trauma from improper saddle fit. The physical exam reveals moderate to severe pain on palpation of the supraspinous ligament and dorsal spinous processes and moderate pain on palpation of the left caudal rib. The physical pain is more severe than the imaging findings. This presentation in my experience leads to a much more difficult challenge in management as the temperament of the horse leads to dramatic evasive behaviour such as extreme bucking. He has a very guarded prognosis for return to high level sport horse use due to the potential danger to the rider should his behaviour persist. Regional injections of anti-inflammatory medications were administered in the paraspinous region of the mid and caudal thoracic spine.