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**Via U.S. Cert. Mail RRR No.
7014 1200 0000 6021 5069**

And via e-mail to:

robert@sbsemail.com; mduchouquette@yahoo.com

Robert & Michelle Duchouquette
6428 Brandon Court
Plano, TX 75093

RE: My Client: Prestigious Pets

Dear Mr. & Mrs. Duchouquette:

This firm has been retained by Prestigious Pets in connection with your recent online review of Prestigious Pets that you published on Yelp, and possible other websites. Please direct all future correspondence regarding this matter to me.

To begin with, please note that my client relies primarily on word-of-mouth referrals and customer reviews in order to grow their small business. And while persons are certainly free to form and share their own opinions on any business, including Prestigious Pets, this does not permit someone to include factually false statements in any such opinion/reviews.

I will quote portions of your Yelp review and then provide my client's response to the quoted portion:

“My usual pet sitter/walking company, Great Paws was closed so I decided to try Prestigious Pets based on all of the good reviews. We have 2 dogs and a fish that were being cared for while we were gone a Friday through Tuesday evening.” You mentioned to your sitter, in the meet and greet, that you fired your previous dog walker because he/she rolled on the floor with your dog. Also, below they gripe about our office hours, but we are never "Closed" for operations and run 24/7 and 365 days a year.

“I knew in the initial meeting that I did not think the company was a good fit.” Then why did you decide to use Prestigious Pets? Further, the sitter did not notice any issues in the meet and greet. **“Since their hours are M-F 9 am - 4pm or Sat.11 am - 3pm and closed Sunday, this leaves a lot of time where you cannot contact your walker if**

needed.” My client monitors communications 24/7 for emergencies, but these are the office hours for bookings and office communication.

“We would have liked to contact her when we saw the alarm was not set and also when we saw the fish bowl had gone from clear to cloudy.” My client would be happy to review the alarm records as the sitter has stated it was set every time she walked in. In addition, my client would be happy to review the camera footage of the fish tank. If a mistake was made by the sitter in feeding the fish, Prestigious Pets would be happy to address this. However, the sitter has repeatedly stated that she was going directly off the instructions on the back of the bottle of fish food. Further, in the meet and greet she was never shown how to care for the fish - the fish care was a complete afterthought. In fact, the sitter was on her way out the door when you remembered to tell her about the fish. As a result, she was unable to even record the information on the animal profile sheet. As you did not tell the sitter how much to feed the fish, she went straight off the instructions on the bottle (as recommended by my client’s vet in situations when customers do not provide specific instructions).

“I also did not like their fee and the services you receive. It is \$20 to come to the house, but that does not include a walk. That is \$5 extra. Granted they charged us \$10 and it took multiple emails to get that credited back on my card.” This statement is simply not true. My client’s \$20 pet sitting rate **does** include a 10-15 minute walk. This was stated in the meet and greet and in the original email exchange between you my client. The extra \$5 is to add on an additional 10 minutes to the walk for dogs that need more exercise. You were charged extra because you stated during the meet and greet that you wanted an additional 20 minute walk. Nonetheless, when you raised this issue as a complaint and in attempt to resolve the issue, Prestigious Pets offered to issue a refund for this extra charge. My client uses a third party for accounting and sent an email directing the refund as soon as you requested it. The accounting firm takes 2-5 business days to process the payment. Prestigious Pets had no control over the length of time it took to process the refund, but my client was happy to address the issue even though this was simply a misunderstanding from arising from you wanting to add additional walking time as discussed in the meet and greet.

“They also don't give you updates on the visit. That has to be requested each day via email. I like to know the walk and visit happened and that the dogs are doing well.” Prestigious Pets customers have a couple of options for updates and you signed the update form stating that you would like to receive email updates following each visit. My client understands how important updates are. This is why my client gives its customers options in the meet and greet to choose the best one for them and have them sign the form stating that a specific option is the one they want.

“Finally, I left a note asking for our keys to be left when the walker left the last day. They charge \$15 to get them back at a later date. The walker did not leave the keys and they are going to charge me to get them back.” Home security is extremely important to Prestigious Pets and as a matter of company policy, they will not simply leave a key. My client requires either a face to face hand off or certified mail to insure

that they know the keys make it safely to the customer. Also, the key policy was highlighted and initialed during the meet and greet thereby stating you understood and accepted this policy.

“The one star is for almost killing my fish, otherwise it would have been 2 stars. We have a camera on the bowl and we watched the water go from clear to cloudy. There was a layer of food on the bottom from way too much being put in it. Even if you don't have fish, you should be able to see the change in the bowl and stop putting in food. Better yet, ask us how much to feed if you are unsure.” The sitter did not notice any issues involving the fish, and if she had, she would have contacted the Prestigious Pets office staff immediately in order to fix the issue. Quite simply, the sitter did not almost kill the fish. The sitter was very upset about these statements and firmly believes that she went well above and beyond what was should have been reasonably expected. The sitter even left a note on the last day and was excited to see the dogs and fish the next time they went out of town.

“The care of our dogs was fine. It is just the company is not one I would recommend due to their policies. I did share this feedback with them and they wanted to discuss it. However, I have no plans to use them again and did not want to take the time to discuss the issues.” One of the biggest issues Prestigious Pets has with your review is your clearly stated refusal to talk about and attempt to address the issues you have and the statements you have published. This flat refusal violates spirit and the terms of the “Non-Disparagement” provisions contained in the “Service Contract”.

Also, please note that the “Service Contract” is read, explained verbally, and then signed BEFORE Prestigious Pets agrees to provide services any customer. My client always reserves the right to refuse service to anyone and would have done so in this particular instance had the terms that were communicated to you not been agreed to. It was your lack of communication about any questionable terms beforehand that ultimately led to this situation. Subsequently, it was your lack of communication about any concerns during the service period that hindered Prestigious Pets’ ability to address any problems. Finally, it was your lack of communication after the fact that kept Prestigious Pets from resolving any issues.

For the reasons previously set forth herein, this letter shall serve as formal notice to you to immediately cease and desist from any and all further publication of any false statements regarding Prestigious Pets, including but not limited to false statements contained in your Yelp review. Please note, if this demand is not immediately and fully complied with, my client reserves the right to seek legal and injunctive relief from a court of competent jurisdiction. In such a lawsuit, we will seek to obtain from the court both temporary and permanent injunction relief. In addition, we will seek recovery of all costs and attorney’s fees that would be necessitated by having to resort to legal action.

Please note, my client and I will closely monitor any reviews or complaints made by you in connection with Prestigious Pets in order to (1) review the veracity of any statements made therein and (2) evaluate any business disparagement claims (including slander, defamation of character, etc.) arising as a result of any false statement(s) made by you.

I thank you in advance for your attention and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to be 'T. Fleischer', written in a cursive style.

Tom Fleischer

TFF/tb

Cc: Client