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E-Services Home

E-Services Inbox

Superior Court E-Filing

- Civil/Family
- Housing
- Small Claims

E-File a New Case

E-File on an Existing Case

- By Docket Number
- By Party Name
- List My Cases

Court Events

- By Date
- By Juris Number
- By Docket Number

Short Calendars

- Markings Entry
- Markings History
- My Short Calendars
- By Court Location
- Calendar Notices

My Shopping Cart (0)

My E-Filed Items

Legal Notices

Pending

Foreclosure Sales

Search By Property Address

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Attorney/Firm: CAREY & ASSOCIATES P.C. (420084)

E-Mail: mcarey@capclaw.com Logout

FBT-CV24-6129993-S CAREY, HEATHER Et Al v. THE GOLDEN GAL'S LLC Et Al

Prefix/Suffix: [none] Case Type: C90 File Date: 12/26/2023 Return Date: 01/30/2024

[Case Detail](#) |
 [Notices](#) |
 [History](#) |
 [Exhibits](#) |
 [Scheduled Court Dates](#) |
 [Help Manual](#)

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Select Case Activity:

Information updated as of: 12/23/2023

Case Information

Case Type: C90 - Contracts - All other

Court Location: Bridgeport JD

List Type: No List Type

Trial List Claim:

Last Action Date: 12/23/2023 (The "last action date" is the date the information was entered in the system)

Disposition Information

Disposition Date:

Disposition:

Judge or Magistrate:

Party & Appearance Information

Party	No Fee Party	Party Category	Party Type
P-01 HEATHER CAREY Attorney: CAREY & ASSOCIATES P.C. (420084) File Date: 12/26/2023 71 OLD POST ROAD SUITE ONE SOUTHPORT, CT 06490		Plaintiff	Person
P-02 DIANE PONTIOUS Attorney: CAREY & ASSOCIATES P.C. (420084) File Date: 12/26/2023 71 OLD POST ROAD SUITE ONE SOUTHPORT, CT 06490		Plaintiff	Person
D-01 THE GOLDEN GAL'S LLC Non-Appearing		Defendant	Firm or Corporation
D-02 ALY'S GOLDEN RETRIEVERS LLC Non-Appearing		Defendant	Firm or Corporation

Viewing Documents on Civil, Housing and Small Claims Cases:

If there is an in front of the docket number at the top of this page, then the file is electronic (paperless).

- Documents, court orders and judicial notices in electronic (paperless) civil, housing and small claims cases with a return date on or after January 1, 2014 are available publicly over the internet.* For more information on what you can view in all cases, view the [Electronic Access to Court Documents Quick Card](#).
- For civil cases filed prior to 2014, court orders and judicial notices that are electronic are available publicly over the internet. Orders can be viewed by selecting the link to the order from the list below. Notices can be

viewed by clicking the **Notices** tab above and selecting the link.*

- Documents, court orders and judicial notices in an electronic (paperless) file can be viewed at any judicial district courthouse during normal business hours.*
- Pleadings or other documents that are not electronic (paperless) can be viewed only during normal business hours at the Clerk's Office in the Judicial District where the case is located.*
- An Affidavit of Debt is not available publicly over the internet on small claims cases filed before October 16, 2017.*

*Any documents protected by law Or by court order that are Not open to the public cannot be viewed by the public online And can only be viewed in person at the clerk's office where the file is located by those authorized by law or court order to see them.

Motions / Pleadings / Documents / Case Status				
<u>Entry No</u>	<u>File Date</u>	<u>Filed By</u>	<u>Description</u>	<u>Arguable</u>
	12/26/2023	P	SUMMONS NEW	
	12/26/2023	P	COMPLAINT NEW	
100.30	12/26/2023	P	RETURN OF SERVICE NEW	No

Scheduled Court Dates as of 12/22/2023				
FBT-CV24-6129993-S - CAREY, HEATHER Et Al v. THE GOLDEN GAL'S LLC Et Al				
#	<u>Date</u>	<u>Time</u>	<u>Event Description</u>	<u>Status</u>
No Events Scheduled				

Judicial ADR events may be heard in a court that is different from the court where the case is filed. To check location information about an ADR event, select the **Notices** tab on the top of the case detail page.

Matters that appear on the Short Calendar are shown as scheduled court events on this page. The date displayed on this page is the date of the calendar.

The status of a Short Calendar matter is not displayed because it is determined by markings made by the parties as required by the calendar notices and the [civil](#) standing orders. Markings made electronically can be viewed by those who have electronic access through the Markings History link on the Civil/Family Menu in E-Services. Markings made by telephone can only be obtained through the clerk's office. If more than one motion is on a single short calendar, the calendar will be listed once on this page. You can see more information on matters appearing on Short Calendars by going to the [Civil/Family Case Look-Up](#) page and [Short Calendars By Juris Number](#) or [By Court Location](#).

Periodic changes to terminology that do not affect the status of the case may be made. This list does not constitute or replace official notice of scheduled court events.

Disclaimer: For civil and family cases statewide, case information can be seen on this website for a period of time, from one year to a maximum period of ten years, after the disposition date. If the Connecticut Practice Book Sections 7-10 and 7-11 give a shorter period of time, the case information will be displayed for the shorter period. Under the Federal Violence Against Women Act of 2005, cases for relief from physical abuse, foreign protective orders, and motions that would be likely to publicly reveal the identity or location of a protected party may not be displayed and may be available only at the courts.

SUMMONS - CIVIL

JD-CV-1 Rev. 2-22
 C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;
 P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on
 ADA accommodations,
 contact a court clerk or
 go to: www.jud.ct.gov/ADA.

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov

**Instructions are on page 2.**

- Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.
- Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.
- Select if claiming other relief in addition to, or in place of, money or damages.

TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code) 1061 Main Street, Bridgeport, CT 06604		Telephone number of clerk (203) 579 – 6527	Return Date (Must be a Tuesday) January 30, 2024
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session	G.A. Number: _____ Fairfield at Bridgeport	At (City/Town) Fairfield at Bridgeport	Case type code (See list on page 2) Major: C Minor: 90

For the plaintiff(s) enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) Carey & Associates, P.C. 71 Old Post Rd. Ste.1, Southport, CT 06890	Juris number (if attorney or law firm) 420084
Telephone number (203) 255 – 4150	Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. Yes No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book (if agreed)
mcarey@capclaw.com

Parties	Name (Last, First, Middle Initial) and address of each party (Number; street; P.O. Box; town; state; zip; country, if not USA)	
First plaintiff	Name: Heather Carey Address: 10 Twin Brooks Lane, Fairfield, Connecticut 06824	P-01
Additional plaintiff	Name: Diane Pontious Address: 60 Nelkin Road, Colchester, Connecticut 06415	P-02
First defendant	Name: The Golden Gal's LLC Address: 20 Split Rock Road, Bethany, Connecticut 06524	D-01
Additional defendant	Name: Aly's Golden Retrievers, LLC Address: 312 Amity Road Bethany, Connecticut 06524	D-02
Additional defendant	Name: Address:	D-03
Additional defendant	Name: Address:	D-04
Total number of plaintiffs: 2		Total number of defendants: 2
<input type="checkbox"/> Form JD-CV-2 attached for additional parties		

Notice to each defendant

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
- To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
- If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
- If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
- If you have questions about the summons and complaint, you should talk to an attorney.

The court staff is not allowed to give advice on legal matters.

Date 12/21/2023	Signed (Sign and select proper box) 	<input checked="" type="checkbox"/> Commissioner of Superior Court <input type="checkbox"/> _____ Clerk	Name of person signing Mark P. Carey
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If this summons is signed by a Clerk:

- The signing has been done so that the plaintiff(s) will not be denied access to the courts.
- It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law.
- The court staff is not permitted to give any legal advice in connection with any lawsuit.
- The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.

For Court Use Only	
File Date	
I certify I have read and understand the above:	Docket Number

Signed (Self-represented plaintiff)	Date
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OFFICER'S RETURN

STATE OF CONNECTICUT)

) SS: BETHANY/CHESHIRE

DECEMBER 22, 2023

COUNTY OF NEW HAVEN)

Then and there by virtue hereof, of this original, scanned and or uploaded, SUMMONS-CIVIL, COMPLAINT AND CLAIMS FOR RELIEF, I served the within named Defendants, THE GOLDEN GAL'S, LLC AND ALY'S GOLDEN RETRIEVERS, LLC

By leaving at the usual place of abode of said defendant, ASHLEY KUBIK, AGENT FOR SERVICE FOR THE GOLDEN GAL'S, LLC, AT 20 SPLIT ROCK ROAD, BETHANY, CT. 06524

By leaving at usual place of business, SHARON M. SOBON, PERSON IN CHARGE AND AUTHORIZED TO ACCEPT SERVICE FOR UNITED STATES CORPORATION AGENTS, INC., AGENT FOR SERVICE FOR ALY'E GOLDEN RETRIEVERS, LLC, AT 615 WEST JOHNSON AVE., SUITE 202, CHESHIRE, CT, 06410

By leaving at the usual place of abode of said defendant, ALEXANDRIA COTTRELL-MEMBER AND PERSON AUTHORIZED TO ACCEPT SERVICE FOR ALY'S GOLDEN RETRIEVERS, LLC, AT 312 AMITY ROAD, BETHANY, CT. 06524

The within and foregoing is the original, scanned and or uploaded SUMMONS-CIVIL, COMPLAINT AND CLAIMS FOR RELIEF,, with my doings thereon endorsed.

ATTEST:

FEEES:	Travel	\$ 67.00
	Service	150.00
	Pages	102.00
	Ends.	7.50
	Fees	

TOTAL **\$326.50**



STATE MARSHAL H. Mark DeAngelis
P.O. Box 185471
Hamden, CT 06518
(203) 215-7857

RETURN DATE: JANUARY 30, 2024

HEATHER CAREY,	:	
Plaintiff,	:	
	:	
DIANE PONTIOUS,	:	
Plaintiff,	:	
v.	:	SUPERIOR COURT
THE GOLDEN GAL’S LLC;	:	JUDICIAL DISTRICT FAIRFIELD
ALY’S GOLDEN RETRIEVERS, LLC	:	AT BRIDGEPORT
Defendants	:	
	:	DECEMBER 21, 2023
	:	

COMPLAINT

Heather Carey (hereinafter “Plaintiff Carey”) and Diane Pontious (hereinafter “Plaintiff Pontious”) by and through their attorneys Carey & Associates, P.C. file this Complaint against the Defendants The Golden Gal’s, LLC (“Golden Gal’s”) and Aly’s Golden Retrievers, LLC (“Aly’s Golden Retrievers”). The Plaintiffs allege as follows:

I. PRELIMINARY STATEMENT

1. This is Plaintiffs complaint asserting claims for (1) a claim for fraud; (2) a breach of implied contract claim; (3) an unfair trade practices claim; (4) a fraudulent misrepresentation claim; (5) a negligent misrepresentation claim; (6) a breach of contract claim; (7) a breach of the covenant of good faith and fair dealing claim; (8) a claim for intentional infliction of emotional distress. Plaintiffs seeks a temporary and permanent injunction, punitive, compensatory and equitable damages against the Defendants, along with interest, attorney fees and costs associated with bringing this action.

2. On information and belief, Defendants operate a puppy mill in Connecticut to produce cream-colored golden retrievers for sale to the general public for the average price of \$4,200.00

per dog. Defendants knowingly breed cream-colored golden retrievers with a significant and serious genetic heart condition called Subaortic Stenosis.

II. JURISDICTION, VENUE & PARTIES

3. Plaintiff Heather Carey, at all relevant times, is and was, a resident of Fairfield, Connecticut. The acts committed against her occurred in Connecticut.

4. Plaintiff Diane Pontious, at all relevant times, is and was a resident of Colchester, Connecticut. The acts committed against her occurred in Connecticut.

5. Defendant The Golden Gal's, LLC is a domestic company in Connecticut with a registered business address at 20 Split Rock Road, Bethany, Connecticut 06524.

6. Defendant Aly's Golden Retrievers, LLC is a domestic company in Connecticut with a registered business address of 312 Amity Road Bethany, Connecticut 06524.

7. This action is authorized and instituted pursuant to Conn. Gen. Stat. § 42-110g(a).

8. All of the allegations made herein occurred within the territorial jurisdiction of the Superior Court Judicial District of Fairfield at Bridgeport.

III. STATEMENT OF FACTS

9. Defendants knowingly and fraudulently breed dogs for sale to the general public that possess genetic defects called Subaortic Stenosis of the heart. These dogs are genetically defective for this condition, yet Defendants intentionally and fraudulently breed them for sale.

10. Subaortic Stenosis involves the heart and is a narrowing (stenosis) of the area underneath the aortic valve, that causes some degree of obstruction or blockage of the blood flow through the heart. The narrowing can be mild, moderate, or severe; if moderate or severe, it can force the heart to work harder and potentially be harmful to the heart's health. A severe narrowing is a serious, sometimes even life-threatening, heart condition because the heart has to work very hard

to pump blood to the body. The degree of narrowing can progress over time and so it is important that patients with subaortic stenosis, even if mild, are monitored regularly by a cardiologist. Lifelong medication is often prescribed along with careful monitoring of physical activity as to not exert the heart. Subaortic Stenosis is a problem that most commonly occurs in large-breed dogs such as golden retrievers. Subaortic stenosis appears to be genetic in origin; the first signs of it may be present at birth (moderate or severe cases) or may appear in the first year of life (usually milder cases). In mild sub-aortic stenosis no signs are observed. In moderate (sometimes) and severe (almost always) cases, symptoms such as weakness, breathing difficulty (dyspnea), fainting (syncope), and, in extreme cases, sudden death are all possible because of subaortic stenosis. Realize that dogs with subaortic stenosis, even severe subaortic stenosis, may look perfectly healthy and active. These dogs generally do not realize that their hearts are compromised. An *echocardiogram* (cardiac ultrasound) is the test of choice for subaortic stenosis. An image of the inside of the heart is displayed on a monitor in real-time. This test allows the veterinarian to assess the valves (including any narrowing), blood flow patterns and velocity, degree of stenosis (i.e., the extent of blockage), and other aspects of cardiac structure and function. The degree of severity is assessed using several components of the ultrasound exam, especially Doppler ultrasound, which measures the direction and flow of blood as it courses through the heart. There is no cure for subaortic stenosis. Since it is thought to be of genetic origin it is often recommended that dogs with subaortic stenosis not be bred to avoid passing the disease along to future generations. (Source: Cornell College of Veterinarian Medicine Source <https://www.vet.cornell.edu/hospitals/companion-animal-hospital/cardiology/aortic-subaortic-stenosis>)

11. Golden Gal's was incorporated on October 7, 2016, by founding member Ashley Kubik. On the company website, they state it is a kennel-free facility, which is true because Defendant Golden Gal's does not maintain any puppies/dogs at the location at 20 Split Rock Road, Bethany, Connecticut.

12. Aly's Golden Retrievers was incorporated on June 18, 2018, by founding member Alexandria Cottrell. On information and belief, Ms. Cottrell initially worked with Ashley Kubik for The Golden Gal's LLC prior to Steven Kubik's involvement in the company.

A Previous Small Claims Action Against Golden Gal's LLC

13. On March 17, 2021, Jeremy Turkel filed a small claims action against Defendant Golden Gal's under file number UWY-CV21-6059345-S in the Connecticut Super Court. Mr. Turkel purchased a puppy on February 24, 2020, and the dog was alleged to have parvovirus. The purchase price of the puppy was \$2,500.00. One year later, Defendant Golden Gal's would nearly double the purchase price to \$4,200.00. Defendant Golden Gal's LLC was then located at 70 Fox Run Drive, Southbury, Connecticut 06488. The property was listed for sale by Ashley Kubick on August 26, 2021 for \$649,000.00 and it eventually sold on January 14, 2022 for \$600,000.00.

14. On August 30, 2020, Mr. Turkel filed a police report with Animal Control for the Town of Southbury. The report states in pertinent part that Defendant Golden Gal's does not raise puppies at their then location in Southbury, Connecticut.

At 14:13 hours, I went to 70 Fox Run Drive to speak with Kubik regarding a puppy that was purchased by Jeremy Turkel with Parvovirus. I was informed that Ashley and Steve Kubik are on vacation and will not be home until Sunday evening, so I left a business card and door tag with the nanny. At 14:24 hours, Ashly Kubik left a message stating that she'd like a return call regarding the door tag I left with her nanny. At 14:29 hours, I returned her call and spoke with her about licensing issues and the purchased puppy with Parvovirus. **Kubik states she no longer houses all of the Golden Retrievers at her**

house, they are all co-owned and are spread throughout the state. She states that she currently only has ‘Vito’, her German Shepard, in the house. I reminded her that licensing is due for Vito and she stated that I could come to the house on Monday to see Vito, as she will be home Sunday evening...On 08/25/20 at 09:18 hours, State ACO Barbara Godejohn called to say she would be coming to meet me to do a visit with Ashley Kubik around 10:45 hours...and I arrived at 70 Fox Run Drive to speak with Ashley Kubik. Kubik answered the door but stated that we would have to wait for her husband, Steve Kubik, to get home because she was tending to her infant. At approximately 11:20 hours, Steve Kubik arrived and **State ACO Godejohn issued an infraction for operating a “pet shop” under CGS 22-344** before closing this case... At 12:22 hours, I returned her call and explained CGS 22-344 and future licensing expectations if she is going to continue selling puppies.”

On information and belief, the above admission by Ashley Kubik indicates the presence of a puppy mill, as the dogs are housed throughout the state and not at her home where the business was located. On further information and belief, Defendant Golden Gal’s continues the practice of housing the puppies they sell at a location other than 20 Split Rock Road, Bethany, Connecticut.

15. On September 30, 2021, Defendant Golden Gal’s owners Ashley and Steven Kubik purchased a home located at 20 Split Rock Road, Bethany, Connecticut 06524. The property consists of ten acres and contains a barn and a 6300 square foot home. The purchase price was \$1,500,000.00. According to Zillow.com the following property description was listed for this property at the time of purchase by the Kubiks:

In a class by itself.....two stone walls mark the entrance down the graceful winding driveway leading to the most extraordinary country home offering a peaceful and quiet oasis away from the fast pace of life. Be prepared to be wowed from the exceptional finishes inside & out. From the outdoor kitchen and pool, right down to the home theatre, wine cellar, custom barn 6 stalls, riding ring...Split rock has it all. This magnificent custom 4/5 bedroom home welcomes you in from the “rocking chair” open porch into a dramatic limestone entry. A stunning formal DR & LR greet you. Gorgeous newly redone chefs’ kitchen is complete with Subzero, Wolf 6 burner gas stove w/ pot filler, double wolf convection ovens, Miele dishwasher, wine refrigerator. Large center island. Don’t miss the coffee bar! Beautiful quartz counters & subway tile backsplash. Large eating area with sliders to the patio. Kitchen leads into the most amazing light & bright great room w/ exquisite coffered ceilings & millwork. Custom built-ins surround the floor to ceiling stone fireplace, even a wet bar. Endless country views can be seen from

every window. Heated, skylit sun room with walls of glass overlooking the incredible outdoor kitchen, salt water heated pool, hot tub, fireplace & koi pond. Second floor boasts 4 BR including a jack & jill en suite. A guest bedroom with updated full bath. A phenomenal MBS w/ a dimly lit tray ceiling features... a remodeled bath w/ an air tub, steam shower, double sink vanity. Be prepared to be wowed by the 435 sq foot closet/dressing room. The home office with loads of custom built-ins and large palladium window completes the second floor. Rarely do you have the opportunity to see a finished lower level like this. For the ultimate in entertainment. Here you will find a home theatre with coffered ceilings, custom built-ins and a large incredible gym. As well as a handsome wet bar with granite counters, custom cabinetry and seating for 6. Enter through the antique wrought iron gates and handsome solid arched wood door to a perfectly conditioned wine cellar, tasting room. The owner has spared no expense with the outdoors as well. From the recently updated landscaping and additional 10' spruce trees, to the 3600 sq foot finely crafted barn with 6 horse stalls, hay loft and large open area perfect for a car collector, yoga studio or whatever you can imagine. There are 2 wells, a full irrigation system, new roof, propane Hydro air heating system, 3 car garage and so much more. The home and barn sit on over 5 acres of rolling lawns. There is an additional 5+ acre (building lot) that is included that currently is being used as a riding ring. You can even grab fresh eggs in the morning from your chicken coop. This home offers seamless entertaining and from any room in the house the majestic horses(that can be included in the sale) can be seen grazing in the pasture or running around the riding ring. This is a once in a lifetime opportunity to purchase a home only 90 minutes to NYC & Boston. A short ride to Yale. Situated at the end of a cul-de-sac in a fabulous neighborhood. Award winning Amity School system. The current owner has invested over \$775,000 in improvements. Don't miss this one!!! . . Sale includes 16 Split Rock (See Attachments) Please Note- Taxes with L16 Split Rock included are \$21,191.00

16. Defendant Golden Gals charges approximately \$4,200.00 to purchase one puppy. On information and belief, each litter will produce ten puppies in a litter. Thus, each litter will make approximately \$42,000.00 for the Defendant Golden Gal's. On further information and belief, Defendant Golden Gal's raises approximately up ten litters in a year, resulting in revenue of up to \$420,000.00 per year. Again, the Defendant's website states it is a kennel free facility, meaning there are no dogs being raised on the premises located at 20 Split Rock Road, Bethany, Connecticut. In fact, as Ms. Kubik admitted to the police, the dogs are raised in other location(s) throughout Connecticut. On information and belief, Defendant Golden Gal's maintains the litters on a farm in Newtown, Connecticut- a puppy mill.

17. Steven Kubik and Ashley Kubik also maintain a website and business raising Doberman Pinchers (royalrockdobermans.com) at the 20 Split Rock Road, Bethan, Connecticut property. Mr. Kubik incorporated Royal Rock Dobermans, LLC on February 27, 2023. Mr. Kubik sells each puppy for \$4,500.00. On information and belief, each litter will contain ten puppies and generate revenue of \$45,000.00. On further information and belief, Mr. Kubic may raise between five and ten litters of puppies worth an estimated \$225,000.00 to \$450,000.00. All these dogs would be raised on the same 20 Split Rock Road, Bethany, Connecticut property.

18. Ashley and Steven Kubik are deriving a potential estimated income of \$870,000.00 raising puppies on their ten-acre property located at 20 Split Rock Road, Bethany, Connecticut. However, any visitor to the property will discover only a few horses and two dogs, a small unknown breed, and one Doberman. There is no evidence of any other dogs being maintained on this property.

19. Defendant Aly's Golden Retriever's charges approximately \$3,450.00. Again, an average litter will contain ten puppies and this breeder will net \$34,500.00 per litter. On information and belief, Defendant raises approximately up to ten litters a year, resulting in revenue of \$345,000.00.

20. Defendant Golden Gal's is unlike any other dog breeders as they aggressively market puppies for sale using social media. The Defendant operates a Facebook page at www.facebook.com/ThegoldenGalsCT. On this site Defendant dresses the puppies in various holiday themes. For example, in December, the Defendant uses images of puppies with Christmas elves and puppies wearing reindeer antlers. In one strange example, the Defendant posted an image of a puppy with electric Christmas lights strung around the body of the dog and shown plugged into a wall socket (December 11, 2023 post). In other posts, the Kubick's use images and videos of

their very young children playing with the puppies. Defendant operates an Instagram page at <https://www.instagram.com/thegoldengalsct/> which contains identical photos. On information and belief, the Defendant Golden Gal's is not an AKC Breeder of Merit (BOM).

21. Defendant Aly's Golden Retrievers also follows the same aggressive marketing campaign using social media. For example, on December 1, 2023, Defendant posted an image on Instagram (<https://www.instagram.com/alygoldenretrievers/>) of a puppy in a child's plastic car with a wreath and Christmas tree on the top of the car along with Rudolph, a snowman and the Grinch. On December 7, 2023, Defendant posted an image on Instagram of a puppy along with Rudolph, a Snowman and the Grinch. The Defendant's owner Alexandria Cottrell also posts images of young children and the puppies they are selling. Defendant's Facebook page also lists the same photos. (<https://www.facebook.com/alygoldenretrievers>). On information and belief, the Defendant Aly's Golden Retrievers is not an AKC Breeder of Merit (BOM).

“FAMILY A’S” STORY

22. The following story is from a family known herein as “Family A” who purchased a puppy from Defendant Golden Gal's in 2020 which was diagnosed with a severe case of sub-aortic stenosis. The puppy was from a litter between Lana (owned by Golden Gal's and Ashley Kubic) and Ruger (owned by Aly's Golden Retriever, LLC and Alexandria Cottrell).

23. Family A first learned of Golden Gal's when living in Stamford, CT in 2020. They saw two separate English cream retriever puppies near their apartment, and both had come from a Defendant Golden Gal's litter. Without doing significant research, Family A inquired about Defendant Golden Gal's next available litter. Upon speaking with Defendant Golden Gal's, Family A executed the Golden Gal's Limited Registration Contact and put down a non-refundable deposit in December 2020 for a dog to be born in the fall/winter of 2021. Family A

ultimately received the Golden Gal's Agreement after finalizing a place in the Lana and Ruger litter for the fall/winter of 2021. In early October 2021, Defendant Golden Gal's reached out to inform Family A that the litter was born. Approximately six weeks later, Defendant Golden Gal's arranged for a FaceTime call for Family A to pick one of two dogs presented on FaceTime. The breeder cited the pandemic for not allowing Family A to come on-site to pick their dog. In late November 2021, Defendant Golden Gal's reached out with the information on pickup day. In the text message, the breeder noted that it was required that Family A show proof of an activated insurance policy in order for the puppy to be released. Defendant Golden Gal's went on to provide Family A with a breeder code for a Trupanion insurance policy, which Family A took out. Family A picked up their dog on December 6, 2021 and received the Puppy Health Certificate. During the puppy's first vet visit, the doctor tested the puppy for parasites. The puppy tested positive for giardia. Family A had to bring the puppy back two more times in the month of December for her persistent giardia problem. Family A went back to the vet again on January 3, 2022, and the vet noticed a mild heart murmur. Upon learning of this, Family A immediately contacted the Defendant Golden Gal's and had a text exchange. Defendant was placed on notice of this genetic heart defect.

24. Family A brought in the puppy the following week to be re-checked for the murmur. The murmur could still be heard so the vet recommended that Family A have the puppy get an echocardiogram to determine the cause of the murmur. Family A had a text exchange starting with Ashley Kubik from Golden Gal's on February 19, 2022, who informed Family A that murmurs usually go away over time.

25. On March 30, 2022, Family A elected to have an echocardiogram performed on the puppy. The echocardiogram revealed the puppy had Sub-Aortic Stenosis that was currently

graded at a 2 (or mild). Deeply upset with the results coupled with the desire to inform Defendant Golden Gal's of the diagnosis to halt future breeding of the puppy's parents (Ruger and Lana), Family A reached out to Ms. Kubik to organize a call. On March 31, 2022, Family A had a call with Mr. Kubik from Defendant Golden Gal's. Family A informed Mr. Kubik of the puppy's diagnosis with Sub-Aortic Stenosis. Defendant Golden Gal's was put on notice of a genetic heart defect in the Ruger and Lana line. **Mr. Kubik informed Family A that he had not heard of any other dogs in their puppy's litter having that condition.** He also informed Family A the puppy's parents did not have that condition. Mr. Kubik did not show any remorse and treated the conversation as transactional. The contract Family A signed explicitly stated that Sub-Aortic Stenosis is a health issue that, if identified before the age of 2, entitles the owner to a replacement dog. Mr. Kubik offered to let Family A return the puppy in exchange for a new puppy, as per the terms of the contract. Family A turned down Mr. Kubik's offer but reiterated the importance of not breeding the puppy's parents citing their vet stating the puppy's parents should not be bred anymore. Mr. Kubik reiterated that the puppy's parents do not have the condition, but never provided proof of this fact. Since that call, Family A has seen at least a few litters from Ruger. Therefore, it is quite obvious that Mr. Kubik did not take into consideration Family A's puppy's medical diagnosis and the warning not to breed the animals. Over the next year, Family A continued to have difficulties in fully eradicating their puppy's giardia and were still dealing with their puppy's giardia in January 2023. During late 2022, their puppy began to bite her legs and feet uncontrollably and appeared to be in a great deal of discomfort. Family A's vet was concerned that this might be due to a neurological issue. She recommended that Family A see a dermatologist as it's possible the biting was due to allergies. Family A's puppy had a dermatology consultation which ultimately resulted in a diagnosis of having allergies requiring

monthly shots (cytopoint injections). This condition requires appointments every six months with a dermatologist. While this condition is somewhat under control, there are frequent flare-ups. During the March 30, 2022, echocardiogram, the cardiologist recommended that Family A do another echocardiogram in a year.

26. On March 7, 2023, Family A had a second echocardiogram performed on their dog (Cornell – Echocardiogram No.1). At the time, the results were consistent with the prior year. During the consultation, the cardiologist, Dr. Jonathan Goodwin, without any discussion of breeders asked Family A if they purchased their dog from Golden Gal’s. Family A said yes. **Dr. Goodwin informed Family A that he had a patient load of 20-30 dogs from Golden Gals, all with the same Sub-Aortic Stenosis condition.** Family A recently had a third echocardiogram completed for their dog shortly after her second birthday (Cornell – Echocardiogram No.2’). Unfortunately, the cardiologist at Cornell informed Family A that their dog’s heart disease had worsened. Her Sub-Aortic Stenosis was upgraded from mild to borderline severe (a rating of 5). As a result of this new diagnosis, Family A’s dog is now required to be on medication (twice per day) for the rest of her life (see Atenolol Tab 25 mg). The cardiologist informed Family A that if her condition were to worsen, which is a possibility given the recent trajectory, Family A would be looking at a shortened lifespan for their dog.

A Negative BBB Review

27. On May 25, 2023, a customer of Defendant Golden Gal’s filed the following complaint on the Better Business Bureau website which provided notice to Defendant regarding the presence of genetic heart defects in the dogs they breed:

We bought a puppy from them, and after a year old he developed aortic stenosis, a genetic defect in their program. He's two years old now and has to be on medication everyday. He's expected to live around 4 years but we're hoping he goes longer. He also developed an abnormal wrist that makes his paw flare outward, and he came with fecal

parasites and skin rashes as a puppy. They would not reimburse us so we're going to take them to small claims court. They do not stand by their dogs when it comes to severe health issues. I've read many people have had problems with them. Buyer Beware!

DIANE PONTIOUS' STORY

28. Plaintiff Diane Pontious purchased a puppy from Defendant Golden Gal's in 2023 which was diagnosed with a severe case of Sub-Aortic Stenosis. The puppy was from a litter between Rae (owned by Golden Gal's and Ashley Kubic) and Ruger (owned by Aly's Golden Retriever, LLC and Alexandria Cottrell).

29. On or about April 29, 2023, Plaintiff Pontious contacted Defendant Golden Gal's, located in Bethany, CT at 20 Split Rock Road. She inquired online about the availability of a male Golden Retriever. She did so based on information and representations provided on their website, specifically the front page that contained the following statement:

“Here at The Golden Gals, our Golden Retrievers live as part of our family in our home. We are breeders who breed only good representatives of the breed in both structure and temperament and only dogs who have passed tests for hips, elbows, heart, and eyes. All of our dogs are raised in a tight family atmosphere and are able to enjoy family life. All of our pups are raised from birth in our home and are given our love and undivided attention for the next eight weeks. All of our pups come with age appropriate vaccination and a health exam by our licensed Veterinarian. Please contact us to reserve your next member of the family!” “Our interest in our pups doesn't end once our pups go to a new home, it lasts their lifetime with a lifetime of support.”

30. The Defendant Golden Gal's website states and represents they have a dedication to breeding the best quality golden retrievers. However, they are not an AKC Breeder of Merit.

31. On Saturday, April 29, 2023, Plaintiff Pontious received a phone call from Steve Kubic. Mr. Kubic identified himself as the owner of Defendant Golden Gal's and stated that he would have a male puppy available from the litter of Ruger and Rae that was born April 9, 2023 and he would be ready to go home on June 4, 2023. He further stated that an individual had just backed out of their contract which is why this puppy was now available. He advised her to make a

payment of \$500.00 immediately to reserve this one available male puppy, as the puppies are highly sought after, and this one male will go quickly to someone else. Mr. Kubik also requested that she fill out the contract on his website. This contract was a fillable form and was sent directly to Defendant Golden Gal's via website programming. Plaintiff Pontious did not have an opportunity to print said contract and to date, (December 17, 2023) she still has not received a copy of the contract from Defendant Golden Gal's. She also made a \$500.00 deposit on the puppy at the Defendant Golden Gal's website.

32. On May 11, 2023, Plaintiff Pontious received pictures of said puppies playing in what appeared to be the yard of 20 Spilt Rock Rd. These texts came from phone # 203-451-9574. These texts continued until the day of pick-up June 4, 2023, 3:30pm. She arrived at 20 Split rock Road at approximately 3:30pm and waited in her car behind others who were also picking up puppies. One of the first things she observed was that there did not appear to be any other dogs on the premises. The breeder would bring two golden retriever puppies out into a pen on the side of the driveway. The clients would then enter the pen with the two puppies and decide on one or the other. When it was her turn, Plaintiff Pontious exited her vehicle and a male introduced himself as Mr. Kubic. She gave Mr. Kubic the remaining balance owed, which came to \$3,722.25 with tax. Mr. Kubic handed her a folder that she assumed would contain all the information related to the puppy she selected. She entered the pen and selected one male puppy from the two who were present. She then left the premises with her new male Golden Retriever who will forever be known as Finely (Finn) George Pontious.

33. It wasn't until Plaintiff Pontious returned home that she opened the folder to read its contents. Inside said folder was a Health Report Card form with letterhead identifying "Mt Pleasant Hospital for Animals" as the originator. The date of said exam was 6/2/2023.

Many spaces had been left blank, including the owner's name (The Golden Gal's, LLC) as well as the name or signature of the person conducting the exam. Plaintiff Pontious noted that her puppy was known as "light blue male" which is a system by which a breeder keeps track of individual puppies by tying a piece of fabric (usually string) around the neck of the puppy. Her puppy did not have anything identifying him as such. No string, fabric or collar of any color. There is no system followed by Defendant Golden Gal's because the dog Plaintiff Pontious selected had no colored string or collar around his neck when Plaintiff Pontious selected him. On the Defendant Golden Gal's website there are numerous pictures of puppies with no colored collars or any identifying markers. There were no vaccinations recorded on this form, nor did there appear to be any testing for heartworm or intestinal parasites noted. The form simply stated "Healthy" with a circle drawn around it. Inside the cover of this folder was the following. The first section contained information about the pet, which she filled out. The second section stated: "Under Breeder Care" Identifying The Golden Gal's as the name of the breeder. The date of birth, 4/9/23, and the litter name "Rae & Ruger". The third section "Medical History" was left blank. The fourth section contained information for "Vaccinations" and she noted the handwriting indicated that DhPP was given to "light blue male" on 6/3/23. DhPP is a 5 in 1 vaccination given at 6 weeks for the following viruses: Canine Distemper Virus (D - Distemper); Canine Adenovirus CAV-1 & CAV-2; CAV-1 - Canine Hepatitis (H - Hepatitis); CAV-2 Canine Adenovirus; Canine Parainfluenza (P - Parainfluenza); Canine Parvovirus (P - Parvo).

34. The fifth and final section of the folder contained handwriting that indicated "Light Blue Male" was given a deworming drug with the name "Pyrantel", no dosage amount was noted. The handwritten Pyrantel schedule stated that "Light Blue Male" received this drug on 4/23, 5/7, 5/21

& 6/3. No year was given to these dates. The folder and its contents contained no other information. There was no contract or receipt present in this folder.

35. On June 20, 2023, Plaintiff Pontious' dog Finn was examined by VCA New London. During this exam Finn was diagnosed with Ancylostrom spp. (Hookworms) Giardia & Cryptosporidium. Finn was treated with various medications for these conditions. Plaintiff Pontious returned to VCA New London on July 5, 2023, because Finn appeared to be very uncomfortable, very gassy, whining a lot, and appeared unable to get comfortable or sleep for longer than a few minutes at a time. He had also developed hiccups, which he would have 10-15 times per day.

36. On July 5, 2023, Finn's fecal exam showed the bacteria Coccidia Cyst and he was retreated for this parasite. Finn was also given medication for a mild ear infection. Finn was seen two more times, on July 7 and July 20 of 2023 for concerns related to bacteria, skin, and ears. Both times Finn continued to test positive for bacteria and his symptoms were attributed to this diagnosis.

37. Throughout the summer of 2023, Plaintiff Pontious continued to monitor Finn's health, as Finn began to feel better, he started exhibiting aggressive behavior toward their six year old Golden Doodle. Unfortunately, because Finn was still testing positive for bacteria, Plaintiff Pontious could not enroll him in any type of Dog Training where other dogs would be present. She is currently (as of December 17, 2023) in communication with a private trainer to discuss a plan for Finn's continued behavior issues. The trainer will cost \$145.00 hourly. Finn also exhibits several symptoms of extreme Anxiety. These include, destructive behavior, fear of objects, drooling, urinating and defecating in the house, aggression and excessive barking.

38. On November 12, 2023, Finn was Neutered at The VCA in New London by Doctor Norbert. During Finns Pre work up, Doctor Norbert discovered a Stage 3 heart murmur (Sub-Aortic Stenosis) and gave Plaintiff Pontious a referral to Pieper Memorial Hospital to follow up on this condition. Doctor Norbert advised her to contact the breeder to let them know that a puppy had been detected in their breeding line with a heart condition. She scheduled an appointment with Dr. Adam Kane, a board-certified Cardiologist at Pieper Veterinary Services & Specialty, located in Middletown, Connecticut. This appointment was for an Echo-Cardiogram on December 15, 2023. Finn and Plaintiff Pontious attended this appointment but do not have the results of this test as of Tuesday, December 19, 2023.

39. Plaintiff Pontious contacted Defendant Golden Gal's via their website on December 4, 2023. She stated that Finn had been diagnosed with a stage 3 heart murmur (Sub-Aortic Stenosis) by The VCA in New London. Shortly after (within an hour) she received a text message from phone number 203-209-1559. Mr. Kubic identified himself and stated in his text, **"I have no other history of any other murmurs in my lines that I'm aware of."** This statement was knowingly false, as Mr. Kubic had knowledge of other dogs having severe heart conditions from the same line as the dog named Ruger, Family A above.

40. Plaintiff Pontious began to do research on the breeding program at Defendant Golden Gal's to determine if Mr. Kubik's statement was accurate. This is when she discovered that Defendant Golden Gal's had been the subject of several similar complaints regarding heart issues (Sub-Aortic Stenosis), bacteria, and behavioral difficulty within their breeding program. She made a complaint with the Better Business Bureau on December 7, 2023, because Defendant Golden Gal's had been the subject of several legal proceedings in Small Claims Court in The State of Connecticut, as well as other complaints with The Better Business Bureau. It was clear

to Plaintiff Pontious that Mr. Kubik was completely aware of dogs in his program with heart conditions (Sub-Aortic Stenosis), bacteria in his kennels, or dogs with behavioral issues. On December 8, 2023, Plaintiff Pontious received a phone call from Mr. Kubik regarding her complaint with The BBB. While speaking with Mr. Kubik, he became very angry that she would not retract her statement. The call ended when she hung up on him due to his behavior.

41. On December 11, 2023, Plaintiff Pontious contacted The Woodbridge Animal Control located at 135 Bradley Rd, Woodbridge, CT. This Animal Control Office also covers The Town of Bethany, CT. She reached out for help regarding the Defendant Golden Gal's as it had become clear to her that the puppy she purchased from Defendant Golden Gal's had several medical (Sub-Aortic Stenosis) and mental Health issues, and it was not likely that the claims on their website were true.

42. On December 12, 2023, Plaintiff Pontious filed a complaint with The Woodbridge Animal Control on December 12, 2023.

43. Ms. Pontious experienced veterinarian expenses in the amount of \$4,975.83 and will continue to accrue additional medical expenses for the life of her puppy Finn.

HEATHER CAREY'S STORY

44. Plaintiff Heather Carey purchased a puppy from Defendant Golden Gal's in 2023 which was diagnosed with a severe case of Sub-Aortic Stenosis. The puppy was from a litter between Koda (owned by Defendant Golden Gal's and Ashley Kubic) and Ruger (owned by Defendant Aly's Golden Retriever and Alexandria Cottrell).

45. On September 21, 2023, Plaintiff Carey called Defendant Golden Gal's to ask if they had any puppies for sale and what the availability was. Plaintiff relied upon the company's website that showed there were litters in progress and other representations therein. Plaintiff spoke with

Stephen Kubik who stated he had puppies coming due in a few weeks but right then stated he had one older puppy who was thirteen (13) weeks old that was available on the above date. Mr. Kubik then sent text pictures and told Plaintiff if she wanted him she could come the next day. Plaintiff thought it was appealing to have an older puppy and agreed and said she would come the next day with a cashier's check for \$4,260.00. This whole process happened very quickly within minutes of being on the phone with Mr. Kubik. Mr. Kubik did not ask Plaintiff to print and sign any form of contract nor review anything in advance of the purchase. Mr. Kubik did not even ask for her last name and her address. When Plaintiff asked Mr. Kubik about why he still had a puppy for sale that was thirteen (13) weeks old, he told her a story about a couple who were supposed to buy the puppy and backed out at the last minute. Mr. Kubik did send a generic text message with pictures of the dog to be purchased that he appears to send to all potential purchases, but never included any attachments to review and sign.

46. On September 22, 2023, Plaintiff arrived to pick up the puppy outside on the lawn. Plaintiff asked what the puppy's birth date was because she realized she did not have the exact date of birth. Mr. Kubick stated his birth date was June 29, 2023. More importantly, Mr. Kubick stated he almost kept this puppy for breeding purposes because of his appearance. Plaintiff was not having a good feeling when she got to Defendant Golden Gal's business property, which was a very large million-dollar home on ten acres. The property was entirely gated and there was no activity on this alleged "farm". Upon her arrival, Plaintiff witnessed the puppy sleepy and lethargic on the grass. The puppy was not as energetic as you would expect a puppy to be at his age. Plaintiff asked if she could go see the other litter of puppies that Mr. Kubick had mentioned on the phone were coming due soon and he denied her request allegedly because of

“health reasons.” There were two other dogs present behind a horse fence, a Doberman and a much smaller dog.

47. Mr. Kubik sent Plaintiff Carey away with a bag of dog food and a folder that she assumed would be packed with detailed information about the puppy. Defendant Golden Gal’s never provided nor requested a signed written agreement to purchase the puppy. When Plaintiff Carey got home, she opened the folder to find that there was almost nothing in the folder and Mr. Kubik was relentlessly pushing pet insurance on her through Trupanion. That same afternoon Plaintiff Carey looked through the folder and noticed a few things. There was only one sheet of paper from a veterinarian from Mount Pleasant Hospital for Animals dated August 4, 2023, that contained random check marks and one word “HEALTHY” on it with a circle around the word, including a box checked for heart conditions that represented the dog had no detectable heart conditions. The document appeared to be photocopied. There was no name for the breeder and no name for the puppy except the phrase “Yellow Collar” to identify what dog it was by the collar. But this was meaningless. It could be paperwork from any dog. The dog Plaintiff Carey purchased did not have a yellow collar when she arrived to purchase the dog. In the back of the folder are handwritten dates, not from a veterinarian, stating dates of vaccinations and dates of anti-worming medication. There was also a date of birth of June 10, 2023. The only real identifying item for the puppy was the chip Fetch ID inserted under the skin of the dog with an identification number of 99200001724323.

48. Plaintiff Carey sent a text message to Mr. Kubik to question him about the date of birth. The June 10, 2023, date would make the puppy over fifteen (15) weeks old, not thirteen (13) weeks old that Mr. Kubik represented to her. Mr. Kubik seemed unphased by this information.

Plaintiff Carey said this was important information for the veterinarian to know the puppy's exact date of birth. Again, Mr. Kubik seemed unphased in the text message and short with her.

49. When Plaintiff Carey arrived home with the puppy, she realized that the dog could not get up two stairs to get into the house, which she thought was very odd. Had the puppy never climbed stairs? Did the puppy have something going on with his back legs?

50. On September 26, 2023, Plaintiff Carey brought the puppy now named "Chase" to her veterinarian because he had a very bad case of diarrhea that was getting worse and she also needed the veterinarian to check the puppy in general regarding his health. Within seconds of the veterinarian listening to the puppy's heart Dr. Andrew Marsh of Greenfield Veterinary said, "he has a stage 5 heart murmur (Sub-Aortic Stenosis), not sure how they didn't catch this, any of my vet techs would have heard this. You wouldn't even need a stethoscope." Plaintiff Carey talked to Dr. Marsh about a cardiologist referral. Dr. Marsh was able to get an ultrasound technician to their office the next day. The dog was also diagnosed with a severe case of giardia and hookworm, and medication was prescribed.

51. Plaintiff Carey called Defendant Golden Gal's immediately the same day and spoke to Mr. Kubik to tell him the news about the dog and asked him if he would pay for the echocardiogram. He refused. He said he was really sorry to hear this and Plaintiff Carey could return the puppy. She was not going to immediately drop the puppy back to the breeder and she proceeded with the echocardiogram scheduled for the next day.

52. On September 27, 2023, Plaintiff dropped the puppy off at Dr. Marsh's office and they performed the echocardiogram. It was clear that the puppy had severe Sub-Aortic Stenosis stage 5 heart murmur. The prognosis is dire for puppies with this degree of heart failure and Dr. Marsh informed Plaintiff Carey that the puppy will not live long or well. Dr. Marsh informed Plaintiff Carey that it would be a lifetime, albeit short, of vet bills, cardiology visits, medication, and

undue stress wondering how he is physically and worrying if he could suddenly go into cardiac arrest. There would be no running, no going on hikes, and no swimming, because any of these activities could cause the dog to have a heart attack and die. Dr. Marsh stated that the parents of Chase needed to get checked out medically and they should not be breeding any longer. The cardiology report diagnosed two severe genetic cardiovascular defects identified as 5 out of 6 “moderate to severe sub-aortic stenosis (SAS) [and] mitral valve dysplasia”. (**Report by Maggie Machen Lamy, DVM, DACVIM**). The cardiology report author exclaimed “[b]reeding this animal is NOT advised due to the genetic link of the disease.” Further, the report states, “prognosis is guarded yet highly variable, with many dogs in the severity category succumbing to malignant arrhythmias by mid-life.”

53. Plaintiff Carey experienced veterinarian bills in the total amount of \$869.89 and presented them to Mr. Kubik and demanded reimbursement. Mr. Kubik refused to reimburse her without explanation.

54. When Plaintiff Carey went to the Defendant Golden Gal’s website to look up data on the parents, all the links were broken. That afternoon Plaintiff Carey sent a text to Mr. Kubik and told him the updated medical news that the puppy had a severe case of Sub-Aortic Stenosis stage 5. Plaintiff Carey also said she would be returning the puppy and requested a full refund. Mr. Kubik agreed to this arrangement, and they discussed dropping off the puppy at Defendant Golden Gal’s the following morning. Mr. Kubik then said something very strange. He stated Plaintiff Carey could keep the puppy and he would still provide a full refund. Plaintiff Carey objected and informed Mr. Kubik she would be returning the puppy in the morning. On information and belief, Mr. Kubik knew the dog had a serious heart condition (Sub-Aortic Stenosis) when he sold the puppy to Plaintiff Carey and now did not even want the dog back because he would be facing the same serious medical issues/expenses regarding this puppy.

55. On September 27, 2023, Plaintiff Carey arranged for the puppy to be dropped off at Mr. Kubik's house. Mr. Kubik wrote a business check from The Golden Gal's LLC Webster Bank account for the full amount because he said he couldn't not get to the bank because he had sick kids at home that day.

56. On September 27, 2023, Plaintiff Carey wrote a google review of the Defendant Golden Gal's:

We adopted our 15-week-old puppy Chase just last week and within 5 days had very tragic news from his first checkup at our vet. Chase was diagnosed with severe Aortic Stenosis/stage 5 heart murmur, which is ultimately fatal to puppies. He will not live long or well. Steve the breeder appeared to be totally surprised when we told him, and all he said to us was "Sorry to hear about that". Either he is absolutely delusional, or the puppy was never seen by his vet, because even a random vet tech would have picked up the heart murmur. He had actually said to us when we picked up Chase, that he had considered keeping him to breed him! Insane. I want to reiterate that this diagnosis is classified as severe. I understand that puppies can have minor heart murmurs that may eventually disappear, and this breeder will probably respond to my review with that argument. Not in this case. There is no good prognosis for Chase with this diagnosis.

After two of the most stressful and sad days of my life, we made the painstaking and excruciating decision to send Chase back to the breeder. Steve the breeder knows how serious this diagnosis is, and after we told him we were returning him he actually offered to give us our money back AND to have us keep Chase. I am confident he understands the amount of vet visits, medication, and stress caring for a puppy with this diagnosis entails and wants nothing to do with him.

We were bonding with sweet, adorable Chase. It is manipulative and totally unethical to try and push a sick puppy onto a family and put us in the position of having to make decisions like this. I didn't feel we had the bandwidth to care for a young puppy that was going to not live a good, long healthy life, and possibly die suddenly from a heart attack. We had recently lost our 11-year-old golden retriever who was dealing with a similar situation. I felt absolutely awful to have to be put in that situation of making that decision. It is a devastating experience my family and I will not ever forget. Never in my life could I imagine we would have to let go of a dog in this way. I can barely sleep not knowing how Chase is being treated right now and if he is being cared for.

The whole thing is emotionally heartbreaking on so many levels and could have easily been avoided had this breeder been responsible for the bloodlines of his dogs. Chase's parents are Ruger and Koda and so far, I have read other reviews of litters that have had Ruger as the father – heart murmurs, aortic stenosis, and hip dysplasia. Golden Gals needs to discontinue breeding these dogs immediately. It is abusive to the poor dogs and

abusive to the people who adopt the puppies.

This is the reason you purchase pets from breeders. You pay an exorbitant amount of money (we paid \$4000 plus tax) and you expect and trust that the breeder is ethical and cares about his line of genetics. Not to mention the dogs. This breeder appears to be pumping out dogs on autopilot. I would consider Golden Gals a glorified puppy mill.

We are pursuing legal action against this breeder so he never puts anyone else in this situation again. PLEASE do your due diligence and look further than the cute reviews and puppy pictures they have on their website before making the decision to adopt a puppy from this scam artist.

The below picture is Chase. He is so sweet and innocent and never deserved this experience. And neither did we as his adopted family.

57. On September 27, 2023, Mr. Kubik wrote a response to the one star negative review written by Plaintiff Carey:

We are extremely sorry to hear of this and we are just as upset that one of our puppies has this as you are. Your puppy Chase was seen by the vet at 7 weeks old for a full health checkup and at that time no heart murmur was detected.

When you first told us about the heart murmur your vet found on day 3 of owning Chase, we were shocked. We were nothing but sorry and empathetic. We offered you right then and there to bring him back so and we would resume Chases care. We would also issue a full refund. I'm not sure what else we could have done and how else we could have handled this better. You then told us that you could never part with Chase, and we offered for you to keep him, and we would also refund your money.

We would never want someone to end up with an unhealthy puppy. Sometimes things are missed and the only thing we can do is make right by them. Which we did for you. There is absolutely nothing else we could've done better.

All of our breeding dogs including the parents you got your puppy from have OFA testing. We do as much as we can as breeders for things like this not to happen. There were absolutely no short cuts taken.

Of course, we will be following up with our vets about this situation and this breeding pair. The only thing we can do is be a responsible breeder and test our dogs. Just because you test two parents it doesn't guarantee that a puppy wouldn't have a defect. It minimizes the chances of it happening. We do everything in our power to avoid this.

If it was our intent for you to get an unhealthy puppy we would have just not refunded or took back the puppy. Really think about that. If that was our plan, I'm pretty sure no one would offer a return and refund or to even keep Chase and also have a refund...

58. On September 27, 2023, Plaintiff Carey issued a rebuttal to Mr. Kubik's attempt to twist and manipulate the facts of his fraudulent practices:

Your argument is manipulative and unethical. Chase has a very severe heart issue that would have obviously been caught at a MINIMUM of 12 weeks when he would have his first vaccines WITH A VET. You DID NOT offer to take him back, rather you refused to pay for any follow-up testing. On the strong advice from our Vet, we said we would be returning him. You then wrote to me "Unless you guys just want to keep him I can just send you the refund that you paid for him". That doesn't sound like love to me. And by the way, Chase is my name for him, not yours.

59. On September 28, 2023, Plaintiff Carey filed a complaint with the Better Business Bureau website:

I am going to back up the review I just read below. We bought an older puppy from Golden Gals, 6 days ago. Steve the breeder originally told me he was 13 weeks old and then I realized he was 15 weeks (why lie about that??). According to the breeder, the puppy was supposed to go to another family who could not take him last minute and he was actually considering keeping him for breeding. I had a bad feeling from the second we picked him up, he was weak in his hind legs, had diarrhea, and worst of all, when we brought him to our vet three days later, he was diagnosed with severe aortic stenosis, which is fatal to puppies. He also had Giardia and worms. I was shocked. I paid \$4000 for this puppy and began bonding with him. All the breeder could say was "Sorry, we'll take the dog back for a refund" and then he offered to refund all our money and we could keep the puppy. We made the painstaking decision to return him to the breeder, I knew that not only would I be raising a puppy but also taking care of a sick dog. It is impossible for me to imagine that the breeder knew nothing of the heart murmur/aortic stenosis, he had the puppy until he was almost 16 weeks. Did he not bring him to the vet?? A stage 5 heart murmur (out of 6) is incredibly easy to detect, it is that loud. The breeder could have cared less about the diagnosis and seemed truly in denial of this. He should never again be breeding the male and female parents. We never got a contract, papers for our puppy, or anything indicating that the puppy was certified. I am grateful that my husband is an attorney, we are going to do everything in our power to make sure they do not breed again. It is a glorified puppy mill. Please please please do yourself a favor and find a reputable breeder so you can avoid the total heartbreak we just had to go through.

60. On September 29, 2023, Defendant Golden Gal's Mr. Kubik wrote a rebuttal response on the BBB website:

Upon pickup, we provided you with a health certificate which had the date of the birth for the puppy, so no one lied. We do not provide AKC registration until proof of spay or neuter of the puppy. The parents testing and K9 date links are online on our website for

everyone to view. We allowed you to see the puppy prior to any commitment to make sure they are a good fit for your family. If you had a bad feeling, then why did you proceed on taking him. There was zero obligation. As for the contract, you did not fill one out online or ask about one. We would never want someone to end up with an unhealthy puppy. Sometimes things are missed and the only thing we can do is make it right by them which we did for you. When you informed us about the heart murmur your vet found, we were nothing but empathetic. We offered right then to return him so nothing more financially you would endure. There was nothing else we could've have done better since we did offer you a refund and to bring the puppy back. All of our breeding dogs including the parents from your puppy have OFA testing. We do as much as we can as breeders for things like this to happened, there are no short cuts taken. We will be following up with our vets about this situation and this breeding pair. We are not God and can't control everything. The only thing we can do is be a responsible breeder and test for what is offered. Regarding the puppy mill comment, I am sure when you came to our house, you very well knew we were not one or why would you take a dog from such a place without a commitment. It was not our intention for you to get an unhealthy puppy. We offered for you to keep him and return your money. The only request we did not grant was paying for an echocardiogram with your vet which was incurred after we spoke saying "we will not be paying for an echocardiogram that stage five murmur is high, and you should return him." I understand your husband is an attorney, so I'm sure you understand leaving untrue statements on the internet is not ok.

61. On October 13, 2023, counsel for Plaintiffs sent an initial cease and desist letter to the Defendant Golden Gal's demanding that it cease breeding both Koda and Ruger due to the known preexisting genetic heart issues. Neither Defendant nor its counsel ever responded to the letter and continued to sell allegedly genetically defective dogs to the general public here in Connecticut.

62. On December 17, 2023, counsel for Plaintiffs sent a second cease and desist letter to Defendant Golden Gal's demanding that Defendant cease and desist breeding both Koda and Ruger due to the known preexisting genetic heart issues (Sub-Aortic Stenosis). As of the date of the filing the instant complaint, neither Defendant nor its legal counsel have responded to this letter. Defendant continues to breed Ruger as the above date because they advertise puppies for sale on their website. According to Defendant Golden Gal's website (<https://thegoldengals.com/available-puppies/>), Defendant is continuing to knowingly breed

Ruger for sale to the general public. According to the website, Defendant produced a “a late fall litter” between Mila and Ruger and are currently offering two dogs for sale on its website.

63. On December 17, 2023, counsel for Plaintiffs sent an initial cease and desist letter to Defendant Aly’s Golden Retrievers demanding that it cease and desist reproducing and selling dogs from Ruger. The letter provided medical documentation to substantiate the alleged genetic defects of this dog (Sub-Aortic Stenosis).

64. On December 18, 2023, Defendant Golden Gals listed via their Facebook page a new dog boarding service presumably at the 20 Split Rock Road, Bethany, Connecticut location.

<https://thegoldengals.com/boarding>.

IV. COUNT ONE FRAUD CLAIM AGAINST ALL DEFENDANTS

65. Paragraphs 1-64 are hereby incorporated by reference as if fully pleaded in this Count.

66. Plaintiff can successfully demonstrate the elements of fraud. Defendants engaged in knowing deception to sell Cream-Colored golden retrievers to the general public that induced both Plaintiffs Carey and Pontious, and numerous others from the general public, to act to purchase puppies with known genetic heart defects called Sub-Aortic Stenosis and caused them to experience financial and emotional detriment. Defendants advertised for sale dog litters from Ruger and the other female dogs as healthy dogs. Defendants knew there were reported and known genetic defects in the parents and litters of the dogs Plaintiffs, and others from the general public, purchased from. Defendants continued to advertise and represent for sale healthy puppy litters on their websites to induce consumers like Plaintiffs to call and purchase puppies. Defendants provided on their websites knowingly false medical records concealing the genetic defects of each puppy purchased by Plaintiffs. Both Plaintiff’s purchased knowingly defective puppies with Sub-Aortic Stenosis to their financial and emotional detriment.

67. Defendants should be held liable on this Count.

V. COUNT TWO HEATHER CAREY'S BREACH OF IMPLIED CONTRACT CLAIM AGAINST DEFENDANT GOLDEN GAL'S

68. Paragraphs 1-67 are hereby incorporated by reference as if fully pleaded in this Count.

69. Plaintiff Carey agreed to purchase a Cream-Colored golden retriever from Defendant Golden Gal's and paid the full purchase price via cashier's check. Plaintiff expected and relied upon the Defendant Golden Gal's that she would receive a healthy puppy without any known genetic heart defects such as Sub-Aortic Stenosis.

70. Defendant Golden Gal's willfully and knowingly breached the implied contract of sale because it sold Plaintiff Carey a genetically defective puppy with Sub-Aortic Stenosis and another heart condition, along with a severe case of giardia and hookworm. Further, Defendant Golden Gal's refused to reimburse Plaintiff Carey for medical expenses associated with her care and diagnosis of genetic heart defects.

71. Defendant Golden Gal's should be held liable on this Count.

VI COUNT THREE UNFAIR TRADE PRACTICES ACT CLAIM AGAINST ALL DEFENDANTS

72. Paragraphs 1-71 are hereby incorporated by reference as if fully pleaded in this Count.

73. Plaintiffs can successfully demonstrate a violation of the Connecticut Unfair Trade Practices Act (CUTPA). No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce. Here, the Defendants knowingly engaged in deceptive acts to sell genetically defective (Sub-Aortic Stenosis) Cream-Colored golden retrievers to the general public and to the Plaintiffs Carey and Pontious.

74. Conn. Gen. Statutes § 42-110g(a) creates a private right of action for persons injured by unfair trade practices and provides in relevant part: “*Any person* who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a method, act or practice prohibited by section 42-110b, may bring an action ... to recover actual damages....”

75. Conn. Gen. Statutes § 42-110g(a) provides that “[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” It is well settled that in determining whether a practice violates CUTPA Connecticut courts have adopted the criteria set out in the cigarette rule by the [F]ederal [T]rade [C]ommission for determining when a practice is unfair: (1) [W]hether the practice, without necessarily having been previously considered unlawful, offends public policy as it has been established by statutes, the common law, or otherwise—in other words, it is within at least the penumbra of some common-law, statutory, or other established concept of unfairness; (2) whether it is immoral, unethical, oppressive, or unscrupulous; (3) whether it causes substantial injury to consumers. All three criteria do not need to be satisfied to support a finding of unfairness. A practice may be unfair because of the degree to which it meets one of the criteria or because to a lesser extent it meets all three. Thus, a violation of CUTPA may be established by showing either an actual deceptive practice or a practice amounting to a violation of public policy. In order to enforce this prohibition, CUTPA provides a private cause of action to [a]ny person who suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment of a [prohibited] method, act or practice.

76. Defendants knowingly breed Cream-Colored golden retrievers with genetically defective heart conditions (Sub-Aortic Stenosis) and never inform each purchaser. Defendants continue to

IX. COUNT SEVEN DIANE PONTIOUS CLAIM FOR BREACH OF CONTRACT AGAINST DEFENDANT GOLDEN GAL'S

84. Paragraphs 1-83 are hereby incorporated by reference as if fully pleaded in this Count.

85. On April 29, 2023, Plaintiff Pontious allegedly paid a \$500 deposit and signed an online version of a contract of sale for a healthy puppy from the Defendant Golden Gal's. Plaintiff Pontious paid Defendant Golden Gal's the full value of the puppy for sale.

86. Defendant willfully breached the contract of sale by fraudulently selling Plaintiff Pontious a genetically defective puppy (Sub-Aortic Stenosis) in exchange for cash consideration. The puppy was not fit for sale due to the puppies known genetic heart condition (Sub-Aortic Stenosis).

87. Defendant Golden Gal's should be held liable on this Count.

X COUNT EIGHT BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST ALL DEFENDANTS

88. Paragraphs 1-87 are hereby incorporated by reference as if fully pleaded in this Count.

89. Defendants Golden Gal's and Aly's Golden Retrievers breached the covenant of good faith and fair dealing by knowingly breeding and selling expensive allegedly pure breed healthy Cream-Colored golden retrievers to Plaintiffs with known severe and terminal genetic heart conditions (Sub-Aortic Stenosis).

90. Defendants should be held liable for this claim.

**XI COUNT NINE INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS
CLAIM AGAINST ALL DEFENDANTS**

91. Paragraphs 1-90 are hereby incorporated by reference as if fully pleaded in this Count.

92. Plaintiffs can successfully establish a prima facie case of intentional infliction of emotional distress against Defendants by showing that: (1) Defendants knew or should have known that emotional distress was a likely result of their fraudulent conduct in deliberately placing very sick (Sub-Aortic Stenosis) and terminally ill Cream-Colored golden retriever puppies into commerce for the receipt of a substantial amount of money; (2) Defendants fraudulent conduct that resulted in Plaintiffs purchase of genetically defective puppies; (4) Defendants conduct caused Plaintiffs extreme emotional distress.

93. Defendants should be held liable on this Count.

RETURN DATE: JANUARY 30, 2024

HEATHER CAREY,	:	
Plaintiff,	:	
	:	
DIANE PONTIOUS,	:	
Plaintiff,	:	
v.	:	SUPERIOR COURT
THE GOLDEN GAL'S LLC;	:	JUDICIAL DISTRICT FAIRFIELD
ALY'S GOLDEN RETRIEVERS, LLC	:	AT BRIDGEPORT
Defendants	:	
	:	DECEMBER 21, 2023
	:	

CLAIMS FOR RELIEF

The matter in demand, exclusive of interest and costs is greater than FIFTEEN THOUSAND (\$15,000.00) DOLLARS.

WHEREFORE:

Plaintiffs hereby requests the following relief:

- a. Award Plaintiffs compensatory damages in an amount to be determined at trial;
- b. Award Plaintiffs punitive damages in an amount to be determined at trial;
- c. Award Plaintiffs compensatory damages for emotional distress, in an amount to be determined at trial;
- d. Award Plaintiffs compensatory damages for breach of contract and breach of implied contract, in an amount to be determined at trial;
- e. Award Plaintiffs compensatory damages for breach of the covenant of good faith and fair dealing, in an amount to be determined at trial;
- f. Temporary and permanent injunction against all Defendants;
- g. Award of prejudgment interest and costs;
- h. Award attorneys' fees and costs.

- i. Award such other relief in law or equity as this Court deems appropriate.

PLAINTIFFS,
HEATHER CAREY;
~~DIANE~~ PONTIOUS

By: /s/ Mark P. Carey 

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Attorney/Firm: **CAREY & ASSOCIATES P.C. (420084)**

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