

RETURN DATE: JANUARY 30, 2024
FBT-CV24-6129993-S

HEATHER CAREY,	:	
Plaintiff,	:	
	:	
DIANE PONTIOUS,	:	
Plaintiff,	:	SUPERIOR COURT
	:	JUDICIAL DISTRICT FAIRFIELD
WILLIAM CHELLIS,	:	AT BRIDGEPORT
Plaintiff,	:	
	:	
THOMAS LATORRE,	:	
Plaintiff,	:	
	:	
ERIC ACKERMAN,	:	
Plaintiff,	:	
	:	
JESSICA GERSH WYLIE,	:	MARCH 5, 2024
Plaintiff,	:	
	:	
BRENDA DUFAULT,	:	
Plaintiff,	:	
v.	:	
THE GOLDEN GAL’S LLC;	:	
ALY’S GOLDEN RETRIEVERS, LLC	:	
Defendants	:	
	:	
	:	
	:	

FIRST AMENDED COMPLAINT WITH CONSENT

Heather Carey (hereinafter “Plaintiff Carey”), Diane Pontious (hereinafter “Plaintiff Pontious”), William Chellis (hereinafter “Plaintiff Chellis”), Thomas LaTorre (hereinafter “Plaintiff LaTorre”), Eric Ackerman (hereinafter “Plaintiff Ackerman”), Jessica Gersh Wylie (hereinafter “Plaintiff Wylie”), and Brenda DuFault (hereinafter “Plaintiff DuFault”) by and through their attorneys Carey & Associates, P.C. file this First Amended Complaint against the Defendants The Golden Gal’s, LLC (“Golden Gal’s”) and Aly’s Golden Retrievers, LLC (“Aly’s

Golden Retrievers”). Both Defendants have **consented** to the filing of this First Amended Complaint. The Plaintiffs allege as follows:

I. PRELIMINARY STATEMENT

1. This is Plaintiffs complaint asserting claims for (1) a claim for fraudulent inducement; (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 seek 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 sell cream-colored golden retrievers to the general public for the average price of \$4,200.00 per dog.

3. Defendants knowingly sold and continue to sell cream-colored golden retrievers with a significant and serious genetic heart condition called Subaortic Stenosis.

4. Defendants knowingly sold and continue to sell cream-colored golden retrievers with significant genetic medical condition known as hip dysplasia.

5. The information provided in the Investigation Report for file number 2022-71 dated 12/22/23 from Officer DellaRocco, Connecticut Department of Agriculture Animal Control Division, indicates by Defendants own admission that in (4) four months from November 16, 2021 to March 18, 2022, Defendants “allegedly” created and managed fifteen separate (15) litters, averaging 10 puppies per litter, worth an estimate \$600,000 at \$4,000 per dog. The price per dog could be less during all relevant periods but the

maximum amount is staggering for a four month period. Estimating this outward for 12 months, Defendants allegedly bred (45) forty-five litters, 450 puppies, worth a total estimated value of \$1,800,000 for a one year period. These are not breeders of pure bred cream colored golden retrievers, this is a puppy mill and Defendants brokered dogs for sale in Connecticut and never bred any dogs themselves.

6. Defendants knowingly represent to the general public through their websites that they breed cream-colored golden retrievers. However, on information and belief, Defendants do not breed any dogs at their business location addresses in Connecticut but obtain dogs from other sources in Pennsylvania and around the country and resell them to the general public here in Connecticut. On further information and belief, during all relevant time periods, the Defendants made up the names of the Dame and Sire when selling each and every dog to the general public.

II. JURISDICTION, VENUE & PARTIES

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

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

9. Plaintiff William Chellis, at all relevant times, is and was a resident of Beacon Falls, Connecticut.

10. Plaintiff Thomas Latorre, at all relevant times, is and was a resident of Madison, Connecticut.

11. Plaintiff Eric Ackerman, at all relevant times, is and was a resident of Dix Hills, New York.

12. Plaintiff, Jessica Gersh Wylie, at all relevant times, is and was a resident of Weston, Connecticut.

13. Plaintiff, Brenda DuFault, at all relevant times, is and was a resident of Plymouth, Massachusetts.

14. 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.

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

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

17. 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

18. 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.

19. 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/aorticsubaortic-stenosis>)

20. 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, by their own admission, does not maintain any puppies/dogs at the location at 20 Split Rock Road, Bethany, Connecticut or at any prior location in Connecticut.

21. 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 and including Steven Kubik's involvement in the company.

22. Defendants knowingly and fraudulently breed dogs for sale to the general public that possess genetic defects called Hip Dysplasia. These dogs are genetically defective for this condition, yet Defendants intentionally and fraudulently breed them for sale.

Hip dysplasia is a deformity of the hip that occurs during growth. The hip joint is a ball and socket joint. During growth, both the ball (the head of the femur, or thighbone) and the socket in the pelvis (acetabulum) must grow at equal rates.

In hip dysplasia, this uniform growth during puppyhood does not occur. The result is looseness (laxity) of the joint, followed by degenerative joint disease (DJD) or osteoarthritis (OA), which is the body's attempt to stabilize the loose hip joint.

The dog's degree of lameness is dependent on the extent of these arthritic changes and may not be correlated with the appearance of the hip joint on X-rays. Some pets with significant signs of hip dysplasia or osteoarthritis on X-rays may not exhibit any clinical signs, while others with minimal changes may experience severe pain and lameness.

Hip dysplasia is a genetic disease that is affected by factors such as diet, environment, exercise, growth rate, muscle mass, and hormones.

(Source: vcahospitals.com).

23. On information and belief, as revealed by DNA testing of dogs purchased by the Plaintiffs, Defendants do not breed any dogs but obtain them from puppy mills in Pennsylvania and other locations outside of Connecticut and represent to the public on their websites as high end expensive dogs worth \$4,000.00 here in Connecticut.

A Previous Small Claims Action Against Golden Gal's LLC

24. 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.

25. 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. Yet the Defendants misrepresent on their respective websites that they breed their dogs in their homes.

26. 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. The Defendant Golden Gal's actively promotes the ten acre property on their website as a place where they breed and raise puppies for sale, when in fact they do not.

27. 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, however, new information obtain through the State of Connecticut Department of Agriculture the Defendant Golden Gal's sells many more puppies a 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.

28. 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. Kubik 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.

29. Ashley and Steven Kubik are deriving a potential estimated annual income of \$870,000.00 or more 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 and a animal control report discussed below confirms this fact.

30. 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. During all relevant time periods, Defendant Aly's Golden Retrievers and its owner Alex Cottrell worked with Defendant Golden Gal's in selling puppies to the general public.

31. Defendant Golden Gal's is unlike any other dog breeders as they aggressively market puppies for sale using social media. The Defendant Golden Gal's operates a Facebook page at www.facebook/ThegoldenGalsCT. On this site Defendant Golden Gal's dresses the puppies in various holiday themes. For example, in December, the Defendant Golden Gal's uses images of puppies with Christmas elves and puppies wearing reindeer antlers. In one strange example, the Defendant Golden Gal's 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 Golden Gal's 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).

32. Defendant Aly's Golden Retrievers also follows the same aggressive marketing campaign using social media. For example, on December 1, 2023, Defendant Aly's Golden Retrievers 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 Aly's Golden Retrievers 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 Aly's Golden Retrievers' 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

33. 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).

34. 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 Contract 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.

35. 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.

36. 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. However, on May 22, 2019, Defendant Golden Gal's and Aly's Golden Retriever had Ruger evaluated for OFA certification by Central Hospital for Veterinary Medicine and Ruge was diagnosed with a Stage 1 Heart Murmur at the age of 1 year of age. Mr. Kubik intentionally lied to Family A about this issue and continued to breed Ruger.** 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.

37. 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

38. 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

39. 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).**

40. 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.”

41. 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.

42. 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, as of 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.

43. 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.

44. 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).

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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, and other dogs they allegedly breed and have bred. **On May 22, 2019, Defendants Golden Gal's and Aly's Golden Retrievers had Ruger evaluated for OFA certification by Central Hospital for Veterinary Medicine and Ruger was diagnosed with a Stage 1 heart murmur at one year of age, yet they continued to breed and sell his offspring to the general public.**

51. 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.

52. 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.

53. On December 12, 2023, Plaintiff Pontious filed a complaint with The Woodbridge Animal Control on December 12, 2023; the complaint is still pending an investigation.

54. 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. Ms. Pontious has DNA tested her dog and is awaiting the results.

HEATHER CAREY'S STORY

55. 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).

56. 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.

57. 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, this was a misrepresentation. 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. Plaintiff asked Mr. Kubik if the dog had ever been in a car before and he said "no". This is surprising because that would mean Defendant Golden Gal's never brought the dog to a veterinarian for medical checkups or vaccinations prior to selling the dog to the Plaintiff.

58. 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.

59. 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.

60. 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?

61. 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.

62. 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.

63. 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."

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

65. 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.

66. 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.

67. 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.

68. 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...

(emphasis added). **On May 22, 2019, Defendants Golden Gal's and Aly's Golden Retrievers had Ruger evaluated for OFA certification by Central Hospital for Veterinary Medicine and Ruger was diagnosed with a Stage 1 heart murmur at one year of age, yet they continued to breed and sell his offspring to the general public.**

69. 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.

70. 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.

71. 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 data 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.

On May 22, 2019, Defendants Golden Gal's and Aly's Golden Retrievers had Ruger evaluated for OFA certification by Central Hospital for Veterinary Medicine and Ruger was diagnosed with a Stage 1 heart murmur at one year of age, yet they continued to breed and sell his offspring to the general public.

72. 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.

73. 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.

74. 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).

75. 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>.

WILLIAM CHELLIS' STORY

76. Plaintiff, William Chellis, purchased a German Shepherd puppy (Bersa) in February 2023 from another breeder in upstate Connecticut. After several months with his Shepherd, his family decided to purchase a second dog and knew he wanted a Golden Retriever.

77. By Labor Day weekend of 2023, Plaintiff Chellis narrowed his web search down to a pair of breeders in nearby Bethany: Golden Gals and Aly's Golden Retrievers.

78. On or about September 3, 2023, Plaintiff Chellis contacted Golden Gal's via their website as they were advertising puppies for sale from a recent litter. He wanted a female puppy Golden Retriever and asked about availability. Golden Gal's was also advertising \$1,000 discount off their \$4,000 dollar fee. Having paid \$3,000 for their first dog Bersa, and seeing what the market commanded for other purebred pups, this price was seemingly in line.

79. On Sunday, September 3, 2023, Plaintiff Chellis received a voicemail and a text message from Steve Kubik from Golden Gal's. He said he had a 12 week old female Golden Retriever and she was ready to go home. He reiterated the pricing discount and

sent some pictures of the puppy. Plaintiff Chellis asked about coming to see the puppy, but he said they don't do visits like that without a pick up commitment for the puppies' safety. Plaintiff Chellis responded he would call Mr. Kubik back after he conferred with his wife first.

80. On September 4, 2023, Plaintiff Chellis and his wife decided to proceed with getting the puppy. Plaintiff Chellis sent a text message to Mr. Kubik asking about the next steps and payment. He made the nonrefundable \$500 deposit plus tax online on the website. The reservation link also led to the contract. Plaintiff Chellis filled out the contract online and submitted it, but did not get an option to print it or save a copy. Mr. Kubik then stated in his text that the Dam was Koda and the Sire was Ruger. He again reiterated the pricing discount and we worked out a pickup time for Tuesday evening on September 5, 2023, but he never indicated a reason for the discounted price. This is same litter Plaintiff Carey and Plaintiff LaTorre purchased their puppies from. This is also the same litter that neither Plaintiff Chellis and Plaintiff LaTorre could positively trace their dogs DNA to.

81. On September 5, 2023, Plaintiff Chellis arrived at Golden Gal's location in Bethany, Connecticut. A woman whose name he does recall brought out the dog to him. The puppy had a white bow around her neck and she looked adorable. The woman said she worked for Golden Gal's and was also tending a couple of animals there on the property. Plaintiff Chellis paid the woman the balance due in cash and then also purchased a bag of the dog food they were using and had on hand.

82. As Plaintiff Chellis drove home he immediately named the puppy Blondie. She soon met Bersa and they have been inseparable ever since. When Plaintiff Chellis arrived

home he reviewed the packet that was given to him at the breeder. It was a Trupanion brochure with a FetchID number. In the back there is a section for Pet Information. That was blank. The next section was titled "Under Breeder Care". It was mostly blank, but listed The Golden Gal's as the breeder. It listed the DOB as 6-10-23 and the litter name said "Koda + Ruger".

83. The Medical section was completely blank. The next page listed Vaccinations. DHPP on 7/22 was written in. The Deworming section had 4 entries, 6/24, 7/ 8, 7/22 and 8/9, all followed by Pyrantel. The Flea & Tick and Heartworm prevention sections are blank. A photocopied insert from Mt Pleasant Hospital for Animals was included. It was dated 8/4/23. It referenced "Lavender Collar" and had the same Fetch ID barcode #992000001724325 as our brochure packet. All sections were struck except Weight, which was written 14.7, The word "HEALTHY" was circled at the bottom. There was no contract or receipt present in this folder. Looking up this FetchID at their website shows that the chip is not registered.

84. It took Plaintiff Chellis two weeks to get Blondie into their veterinarian Dr Katherine Jackson, at Bethany Veterinary Hospital for her first appointment. A fecal screening on their second follow up two weeks later determined she was positive for Giardia. The condition resolved with a subsequent 5 dose Panacur treatment.

85. It did not take long for Plaintiff Chellis to realize that Blondie had issues getting up out of her cage. It is hard for her to get her back legs up and under her. He assumed at first that it was just her being sore from playing rough with our other dog. Both are still young and spirited and they play constantly.

86. Over the course of a few routine vet visits for shots and check ups, Plaintiff Chellis mentioned Blondie's hip issues to the Veterinarian. They had already observed the dog's gait. After thoroughly discussing this with Dr Jackson on 12/18/23, a sedated X-ray appointment was set for 1/15/24.

87. As a result of the X-ray session, Dr. Jackson diagnosed Hip Dysplasia. Plaintiff Chellis was then referred to Central Hospital for Veterinary Medicine (CHVM) in North Haven. Even though Plaintiff Chellis did not have a signed copy of the breeder's contract, he had a blank one. And per the terms, Plaintiff Chellis notified Mr. Kubik at Golden Gals of the diagnosis. He left him a voicemail and text message in response. Mr. Kubik asked that Plaintiff Chellis keep him posted on this situation and that he was really sorry to hear about this.

88. On February 15, 2024, Plaintiff Chellis met with Dr. Noelle Muro at CHVM. After reviewing the X-Rays done at Bethany and then her own exam, she assessed bilateral hip dysplasia. She explained a range of treatments for the condition, but due to the progression here, she was of the opinion that only two salvage surgical options remain: Total Hip Replacement (THR) and Femoral Head and Neck Ostectomy (FHO). Dr. Muro can perform the FHO but referred out on the THR. She also recommended waiting until at least the Fall of this year before getting either procedure, as Blondie would most likely be done growing by then.

89. Staff at CHVM emailed a written estimate on the FHO option. It ranged from \$5,480.42 to \$6,008.40 for one leg only, and the condition exists in both legs. While not an official estimate, Dr. Muro was of the opinion that a THR could be up to \$10,000 per leg and have a 8 to 12 week recovery time. Again, the condition exists in both legs.

90. On or about February 18, 2024, Plaintiff Chellis has begun reaching out to the three THR provider referral options.

91. This experience has been very heart wrenching and infuriating. Blondie is a sweet and well behaved dog and a loved member of the Chellis family. Her presence rounded out their home. Plaintiff Chellis placed his trust and hard earned cash with a breeder to ensure that he was getting a healthy purebred Golden Retriever. Now that Plaintiff Chellis is facing substantial and mounting veterinary bills, he has since come to learn that his trust was misplaced.

92. Plaintiff Chellis obtained DNA testing for his dog Blondie from Embarkvet.com. The DNA test identifies siblings and parents of any dog and connects you to their owners. Plaintiff Chellis' dog Blondie has about thirty relatives registered in the database and almost all of the dogs are from puppy mills in Pennsylvania. There were no relatives reported from Connecticut, the alleged location of where Blondie was born. Plaintiff Chellis purchased his dog Blondie from the same litter of Koda and Ruger as Plaintiff Carey and Plaintiff LaTorre. None of the dogs on the DNA match for Plaintiff Chellis's dog and Plaintiff LaTorre's dog were derived from Connecticut, where Defendants alleged to breed these dogs for sale to the public.

THOMAS LATORRE'S STORY

93. Plaintiff, Thomas LaTorre, is the owner of an eleven-year male Golden Retriever so was familiar with the breed. Plaintiff LaTorre had been considering getting another for a couple of years and decided to look for one in the summer of 2023. Plaintiff LaTorre found Defendant Golden Gal's online and noticed that they had a litter available for purchase. Their website promoted Defendant Golden Gal's as a Golden Retriever specialty breeder that raises puppies as part of their family on a 10-acre farm and even has an ariel photograph of the property. The

following representation is the first statement from the homepage of the Defendant Golden Gal's website:

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.

94. This apparent alleged commitment to specialized high-quality Golden breeding is the sole reason Plaintiff LaTorre choose to acquire their puppy from Defendant Golden Gal's.

95. On July 25, 2023, Plaintiff LaTorre telephoned the breeder and left a message. Mr. Steve Kubik returned his call later that day and discussed their available puppies. Plaintiff LaTorre was told there were two remaining male puppy "slots" available from the **Ruger & Koda** litter that and was further told were born on June 10, 2023. Mr. Kubik told Plaintiff LaTorre to complete the online contract and make a deposit to reserve a puppy.

96. On July 26, 2023, Plaintiff LaTorre downloaded the contract and forms from the Defendant Golden Gal's website and paid the required \$500 + tax deposit. The process was very transactional with any information provided solely as a response to Plaintiff LaTorre's specific questions.

97. Plaintiff LaTorre received an email confirmation regarding his deposit with the heading "Thank you for your purchase", which he again found very transactional with no details at all about the litter, his specific slot, etc.

98. On July 26, 2023, Plaintiff LaTorre sent a text message to Mr. Kubik to inform him he completed the paperwork (contract) and submitted his deposit. Mr. Kubik's response was "which

litter”, even though they had just spoken about Mr. Kubik’s available puppies and what Plaintiff LaTorre wanted. Plaintiff LaTorre responded with multiple short text message highlighting the details as he understood them and asked for Mr. Kubik’s confirmation.

99. On July 26, 2023, Plaintiff LaTorre was assigned a pickup date and time of August 5, 2023 at 12 pm, which he accepted. Mr. Kubik’s text also included final payment instructions and the pick-up protocol. Plaintiff LaTorre responded with some questions about their recommended food, which Plaintiff LaTorre had never heard of and was somewhat difficult to find, along with some other questions.

100. The Defendant Golden Gal’s pick-up protocol required Plaintiff LaTorre to pull into their driveway and text them once he arrived. Plaintiff LaTorre did so at 11:57am for his noon pick up. Mr. Kubik never responded to his text message. There was another family picking up their puppy, so Mr. LaTorre waited for them to leave. Once they left, Plaintiff LaTorre pulled up further and were met by a women that said she was helping the Defendant Golden Gal’s because they needed to take their “kids to lunch”. Also, very strange since there were obviously two pick-ups scheduled back-to-back and they were not there for either one. Plaintiff LaTorre had both of their kids with them and they were allowed to observe both puppies in the yard but obviously were unable to ask the breeder any questions, get any additional history, etc. Plaintiff LaTorre choose the smaller of the two puppies because he seemed a bit more friendly.

101. Plaintiff LaTorre never heard from Mr. Kubik again and he never responded to Plaintiff LaTorre’s text that announcing his arrival at the breeder. Mr. Kubik never followed up with Plaintiff LaTorre to make sure everything went ok, if he had any questions, etc. That is all the evidence you need that Defendant Golden Gal’s is strictly run as a puppy mill despite their concerted efforts to promote themselves otherwise.

102. Plaintiff LaTorre named his new puppy Jetty. He was from the litter **Koda and Ruger**.

103. Unfortunately, the health issues with Jetty began immediately.

104. On August 3, 2023, Mr. Kubik stated in a text message that Plaintiff LaTorre could not see more puppies available because, “No, it’s always a pick from two.”

105. On August 7, 2023, Plaintiff LaTorre brought Jetty to a wellness visit with their existing veterinarian less than forty-eight hours after purchasing him. The veterinarian noticed some rapid breathing and suggested a chest x-ray. The chest x-ray was focused on the lungs and not the heart. Plaintiff LaTorre brought a fecal sample that was sent to a lab for evaluation. The analysis determined Jetty was infected with an extreme case of Hookworm. The veterinarian prescribed medication to treat the infection. Plaintiff LaTorre was required to pick up both dogs’ feces immediately to prevent any further spreading of the disease and did so for over three months, yet Jetty’s condition lasted three months.

106. Jetty also had an extreme case of diarrhea and blood stool as a result of the Hookworm infection and required medication and prescription dog food. He would later develop another case of diarrhea as a result of the ongoing Hookworm infection.

107. On January 23, 2024, Jetty was diagnosed with a heart murmur. An appointment was scheduled for February 13, 2024, with a cardiologist. **On May 22, 2019, Defendants Golden Gal’s and Aly’s Golden Retrievers had Ruger evaluated for OFA certification by Central Hospital for Veterinary Medicine and Ruger was diagnosed with a Stage 1 heart murmur at one year of age, yet they continued to breed and sell his offspring to the general public.**

108. Jetty is an extremely nervous dog and whines incessantly whenever anyone enters the room and requires soothing to calm down. On information and belief, this is possibly a condition created soon after he was born at a puppy mill and not at the Defendant Golden Gal’s location.

109. Plaintiff LaTorre also obtained DNA testing for Jetty to determine exactly where the dog came from, as Plaintiff LaTorre suspected he did not come from Defendant Golden Gal's in Bethany, Connecticut but from another location outside of Connecticut. There were no DNA matches to any siblings from the litter Jetty was born.

110. On February 13, 2024, Plaintiff LaTorre had Jetty examined by Dr. Goodwin, an experienced cardiologist who has seen and diagnosed many dogs from Defendant Golden Gal's with SAS. Dr. Goodwin explained:

Physical Examination: A grade IV/VI systolic left apical murmur was ausculted.

Assessment: Jetty's echocardiogram demonstrated a mild tricuspid valvular dysplasia and moderate sub aortic stenosis. Sub aortic stenosis is a congenital condition in which a fibromuscular ridge of tissue is noted in the left ventricular outflow tract proximal to the aortic valve leaflets. This ridge obstructs normal blood flow resulting in left ventricular hypertrophy. No left atrial enlargement was noted. Jetty's breeder should be notified. There are no cardiac contraindications for anesthesia at this time. Domitor should be AVOIDED in this patient due to their increased likelihood of exacerbating the cardiac disease present.

Diagnosis: Mild to moderate sub aortic stenosis; mild tricuspid valvular dysplasia

111. Plaintiff LaTorre obtained DNA testing for his dog Jetty from Embarkvet.com. The DNA test identifies siblings and parents of any dog and connects you to their owners. Plaintiff LaTorre's dog Jetty has about thirty relatives registered in the database and almost all of the dogs are from puppy mills in Pennsylvania. There were no relatives reported from Connecticut, the alleged location of where Jetty was born. Plaintiff Chellis purchased his dog Blondie from the same litter of Koda and Ruger as Plaintiff Carey's dog Chase and Plaintiff LaTorre's dog. None of the dogs on the DNA match for Plaintiff Chellis's dog and Plaintiff LaTorre's dog were derived from Connecticut, where Defendants allegedly breed these dogs for sale to the public.

ERIC ACKERMAN'S STORY

112. Plaintiff, Eric Ackerman, searched for an English Cream Retriever online, searching different breeders, and after reading and looking at pictures from different websites, he decided on Defendant Golden Gal's in Connecticut.

113. Defendant Golden Gal's came across as a reliable breeder raising beautiful dogs on their farm-like atmosphere. Plaintiff Ackerman contacted them to find out about purchasing a puppy from them, which Defendant The Golden Gal's told him about an upcoming litter from **Eva and Hoyte** and he would have to put down a \$500 nonrefundable deposit, Defendant Golden Gal's promised to send a couple of pictures as they grow. Plaintiff Ackerman was told that he was third in line for a male.

114. On May 8, 2021, at 11:01 am, Plaintiff Ackerman was invited to pick out his puppy via face time call, and was told in text instruction that he would need proof of insurance to be able to bring the dog home. Plaintiff Ackerman felt this was very odd, not to mention all the possible health issues they cleared themselves of in their contract.

115. On May 16, 2021, Plaintiff Ackerman went to Connecticut with his son for pick up day. He was told to drive down the driveway, park and stay in the car and someone would bring the dog out to him. Plaintiff Ackerman was told by Defendant Golden Gal's that he would get to see the parents, but it wasn't possible at this time due to Covid he was told by the young girl on the face time call, which was also the same girl that brought out the puppy. Plaintiff Ackerman handed the girl, which the Ackerman's assumed was the daughter or helper, the money, \$4000, and she gave him their puppy Cody and that was it. Plaintiff Ackerman didn't even get to meet the owners. Plaintiff Ackerman is 63 years old, has had dogs his entire life and this was the strangest experience picking up a puppy he has ever had.

116. On May 19, 2021, during the puppy's first home Veterinarian visit, Plaintiff Ackerman was told Cody had Giardia and a second fecal parasite also. Cody was put on medication to treat them and was ok.

117. On March 22, 2022, Plaintiff Ackerman brought Cody in for a checkup, and he was told about a heart murmur that was detected and he should take him to a cardiologist for further testing. Plaintiff Ackerman was also told he has an abnormal wrist growth and elbow dysplasia which is causing a limp, and his right paw to flare outward. Cody also had skin rashes. Plaintiff Ackerman made an appointment with an orthopedic specialist. The orthopedist confirmed the elbow issue and said a surgery would be needed to correct the wrist which involved cutting the bone and resetting it.

118. On October 7, 2022, Plaintiff Ackerman was able to get an appointment with the recommended cardiologist and brought Cody in for an appointment. After the echo and all testing was done, Cody was diagnosed with Aortic Stenosis, level 5. He was put on medication, Atenolol, 25 mg. once per day. Plaintiff Ackerman was told to keep him calm, with no strenuous exercises or long walks. He also started giving Cody Alge oil for the Omega3's to reduce inflammation, prevent clotting and to prevent any additional buildup in the blockage area. Plaintiff Ackerman is hoping to extend his life for as long as possible. The Omega3's also helped to clear up the skin irritations and rashes.

119. Through text, Plaintiff Ackerman told Mr. Kubik at Defendant Golden Gal's what was happening and he acted surprised and Mr. Kubik stated this had never happened before. Plaintiff Ackerman asked him to do what's right and reimburse him the purchase price as he will have many more expenses to deal with. Mr. Kubik said Plaintiff Ackerman can return the dog and he'll give him another puppy. At over a year old at this time, there is no way Plaintiff Ackerman

was going to give Cody back because Cody is like a son to him now. He also figured Mr. Kubik would put him down and that was unacceptable to Plaintiff Ackerman.

120. Mr. Kubik said the only way he would give back his deposit is if Plaintiff Ackerman signed a contract, which was 10 pages long and meant to keep him quiet. Plaintiff Ackerman asked to make it a simple 1-page refund agreement which his lawyer reduced to four pages and was still meant to keep Plaintiff Ackerman quiet from talking, posting and reporting to any agencies. Plaintiff Ackerman never signed any agreement.

121. On September 19, 2023, Plaintiff Ackerman brought Cody back to the cardiologist as instructed to by the doctor to check the progression of the illness. The cardiologist, Dr. Kramer, said it has not gotten any better and labeled it as severe, and to double up on his medication to 25 mg. twice per day.

122. Plaintiff Ackerman has placed postings on Facebook, describing his experience with Defendant Golden Gal's to warn future buyers and he got hundreds of responses thanking him for posting along with private messages from 5-6 people stating they were about to purchase a puppy from them and were now going else ware. To date, Plaintiff Ackerman has redirected and prevented about \$20,000 dollars of sales in their program.

123. Plaintiff Ackerman has submitted DNA testing regarding the dog Cody he purchased from Defendant Golden Gal's.

JESSICA GERSH WYLIE'S STORY

124. Plaintiff Wylie was interested in purchasing a cream colored golden retriever. Her college roommates' family had just purchased a dog from Defendant Golden Gal's and referred her to call Ashley Kubik. Plaintiff Wylie also went to the Defendant Golden Gal's website to

review the representations by this alleged breeder made regarding their breeding program and health of their puppies.

125. Plaintiff Wylie called and spoke with Ms. Kubik on August 19, 2021. They agreed on an 8 week old boy from the Harper/Ruger litter. The date of birth given was July 11, 2021.

126. Ms. Kubik told Plaintiff Wylie there were five puppies from this litter, two girls and three boys. This was the last puppy. Plaintiff Wylie was told she could pick up her eight week old puppy on September 6, 2021.

127. On August 20, 2021, Plaintiff Wylie placed a deposit of \$500.00 to reserve a puppy on the Defendant Golden Gal's website. She also completed the downloaded contract and sent it back to the breeder. Ms. Kubik told Plaintiff Wylie the male puppy was the last male from the **Harper/Ruger** litter with a date of birth of July 11, 2021. Plaintiff Wylie paid by check in the amount of \$4000.00, plus a \$500.00 deposit she paid online. This should have been the biggest red flag. Plaintiff Wylie was able to place a deposit towards the purchase of a puppy without the breeder speaking to her and determining if she was a good fit.

128. On September 6, 2021, Plaintiff Wylie went to the Defendant Golden Gal's breeder facility 70 Fox Run Drive, Southbury, Connecticut. The location had no signs of dogs or breeding, but did have a horse barn.

129. Plaintiff Wylie was told by Ms. Kubik that she could not see their facilities because of "Covid". However, Plaintiff Wylie's former college roommate was able to pick out her puppy at their facilities just weeks before and was able to play with two dogs before selecting a puppy. Plaintiff Wylie was not allowed to see the mother of the puppy nor other puppies in the same litter.

130. Prior to arriving, Ms. Alex Cottrel sent Plaintiff Wylie a text message stating “as part of social distancing, we are asking that everyone remains in their cars when you arrive. Just let us know when you’re here and we will bring out your puppy out to your car. We will be wearing a face mask.” Mr. Kubik handed the puppy to Plaintiff Wylie through the car window like she was at a drive thru getting take out food. Plaintiff Wylie asked if she could get out of the car and take a picture with the puppy, to which Mr. Kubik agreed.

131. After purchasing her “eight week” old puppy (Billy) from Defendant Golden Gal’s, Plaintiff Wylie brought him to her veterinarian the next day. Her dog had parastic coccidia but weirder was he weighed twenty pounds. The veterinarian immediately told Plaintiff Wylie there was no way the dog was eight weeks old and instead was most likely sixteen weeks old at a minimum. Plaintiff Wylie then gave the veterinarian the paperwork provided by Defendant Golden Gal’s on the date of purchase. The veterinarian pointed out that the puppy papers had whiteout all over them and all the papers were forged.

132. Plaintiff Wylie did not know if the puppy had actually been vaccinated and assumed immediately that he had not been. At this point, Plaintiff Wylie contacted Ms. Cottrell and she stated, “it is typical for eight week old Goldens to be twenty pounds and it was nothing to worry about.” Ms. Cottrell even sent Plaintiff Wylie pictures via text message of dogs in his lineage at eight weeks of age.

133. Plaintiff Wylie obtained an Embarkvet.com DNA test for her puppy. The DNA test identifies siblings and parents of any dog and connects you to their owners. Plaintiff Wylie’s dog Billy has about thirty relatives registered in the database and almost all of the dogs are from puppy mills in Amish country Pennsylvania. The most common locations coming up are Delaware Valley Golden Retriever (DVGRR) in Reinholds, Pennsylvania and Liberty Bell

Goldens in Archbald, Pennsylvania. Plaintiff Wylie realized the Defendant Golden Gal's fraudulently induced her and misrepresented the puppy she was purchasing. Plaintiff Wylie was not purchasing a high end creamed colored golden retriever but a dog raised in a puppy mill from a location in Pennsylvania. The Defendant Golden Gal's lied and misled her for financial gain.

BRENDA DUFAULT'S STORY

134. Plaintiff, Brenda DuFault, had previously purchased three other Golden Retrievers prior to purchasing their dog Bogey and none of them had any serious health issues.

135. On or about December 2020, Plaintiff DuFault contacted Defendant Golden Gal's. Initially, Plaintiff DuFault was told it would take one year to obtain a puppy in October 2021. Plaintiff DuFault noticed Defendant Golden Gal's had available puppies sooner than that online on their website and she reached out to Alex Cottrell. Ms. Cottrell represented to Plaintiff DuFault that there were two males that needed a home in December 2020.

136. Bogey was born November 21, 2020, to a litter between **Dam: Casey and Sire: Kensington.**

137. On January 16, 2021, Plaintiff DuFault went to the Defendant Golden Gal's 70 Fox Run Drive Southbury, Connecticut 06488 to purchase her dog. As it was during COVID, Plaintiff DuFault did not see any dogs present, not the sire or dam or other puppies. She picked the puppy over a facetime call on January 9, 2021 and agreed to pick up the puppy on January 16, 2021. The pickup was done as a drive through arrangement due to COVID. Plaintiff DuFault drove into the facility and as instructed provided a Cashiers Check for \$3,500.00 and they brought the puppy out to the car and she drove away. There were several cars in line picking up puppies on that day.

138. No Contract was provided by Defendant Golden Gal's. Plaintiff DuFault paid \$4,000.00 for Bogey and were only provided care instructions, including a \$500 deposit to secure the reservation of the puppy.

139. Plaintiff DuFault brought her new puppy Bogey home to Plymouth, Massachusetts.

140. On January 20, 2021, Plaintiff DuFault brought her dog Bogey to his first veterinary appointment with Court Street Animal Hospital. A Grade 2 heart murmur was detected.

141. On February 10, 2021, Plaintiff DuFault brought Bogey in for his second veterinary appointment and a Grade 2-3 heart murmur was detected.

142. On March 4, 2021, Plaintiff DuFault brought Bogey in for his third veterinary appointment and heart murmur continued to persist.

143. On April 21, 2022, Plaintiff DuFault had Bogey examined by Dr. Quinn, cardiologist, at Cape Cod Veterinary Specialists. An EKG and ultrasound revealed congenital heart disease. A Grade 3 heart murmur, mitral valve dysplasia and aortic stenosis.

144. On October 26, 2022, Plaintiff DuFault brought Bogey in for a follow-up cardiology appointment and confirmed the same diagnosis without progression.

145. There was ongoing communication with Alex Cottrell from the Defendant Golden Gal's and all text messages with her were saved. Plaintiff DuFault communicated with her throughout October 26, 2022, at which point she said she was no longer with the Defendant Golden Gal's and forwarded Steve Kubik's contact information. Ms. Cottrell did offer to take Bogey back initially with their health warranty.

146. Plaintiff DuFault had pointedly asked Ms. Cottrell if other Defendant Golden Gal's dogs had any cardiac history, and she never got a direct answer as "she was traveling and did not have good cell service."

147. Plaintiff DuFault had also asked Ms. Cottrell how their veterinarian did not detect Bogey's heart murmur to which she replied "when our Vet examined Bogey, he did not hear any murmur, or he would have noted it. We would never have sent him home if our Vet detected a murmur. When you texted me to let me know at your first vetting that your Vet discovered a murmur to our surprise, so I offered for you to bring him back. We are very sorry this is your experience, and this is something we do not take lightly. As a breeder we do our best by testing where we can but sometimes unfortunately life happens."

148. Plaintiff DuFault was very upset and disappointed with this diagnosis after spending \$4,000 on a purebred who is supposed to come with all health clearances. Buying a puppy and bringing it into your home is not a decision to be made lightly. It's a lot of commitment, training and love for them to become a family member with the hope being that they bring joy, comfort and happiness into your family.

149. Currently, Plaintiff DuFault has spent over \$3,000.00 on cardiology visits and she is praying Bogey's disease does not progress.

**INVESTIGATION REPORT: CONNECTICUT DEPT.
AGRICULTURE ANIMAL CONTROL DIVISION**

150. On December 23, 2023, the State of Connecticut issued an investigation report regarding Defendant Golden Gal's. The following factual information was prepared by Officer DellaRocco under File No. 2022-71 and obtained through a Freedom of Information Act (FOIA) request. The following information is quoted directly from the investigative report:

On or around March 8, 2022, I went with MACO Karen Lombardi to 20 Splitrock Road, Bethany. I made contact with Steve Kubik the husband of Ashley Kubik the owner of Golden Girls. I explained to Kubik the reason for our visit and inquired about puppies coming down with parvo. **There were no Golden Retrievers on the property, and I was shown the garage which is where Kubik stated the whelping of the puppies happened. There is no signs of any whelping boxes.** I asked for

paperwork about the puppies and I was told that Ashley has all of that. **I noticed that the paperwork showed that the breeder was giving DHPP, distemper shots, and I explained to him that this was illegal.** He explained that he didn't know. **We began to inquire about where the dogs are and he advised us that they are in "Guardian Homes" and that they don't live with him.** He explained that all the litters are whelped at this location. Steve could not provide me with names or locations of the dogs and something didn't seem right about the whole situation. Steve was going to have his wife contact me. We cleared without incident.

On March 8, 2022 I called and spoke with Ashley who agreed to provide me with the names of the dogs and their "Guardian Homes" owners. I had agreed to meet with her and her "Guardian Home" owners at her residence on March 14, 2022 at 1300 hrs. I later cancelled that appointment because of a more serious case. We had again agreed to meet on March 22, 2022 at 1300 hrs., but once again I cancelled because of other pressing cases....

On May 26, 2022, at approximately 1100 hrs., myself and Woodbridge Animal Control Officer Karen Lombardi went to 312 Amity Road, Bethany to meet with co-owner of Golden Gals Alex Cottrel. Upon our arrival we were met by Cottrel who was very pleasant and inviting. Cottrel lives in a raised ranch that is built into the side of a hill. There is a walk out basement and the property, 3+ acres of land, does have a large hill where it flattens out. It is on this portion of the property that we were guided to. There was a large fenced in area that housed six golden retriever dogs who Cottrel states are part of the Golden Gals. Cottrel confirmed that she is a partner with Ashley and that she does have a kennel license with the town. Cottrel showed us this license which is KL-3. **I asked Cottrel when was the last litter born out of any of these dogs and she stated that a female named "Maci" (4-5 year old) had a litter in December of 2021.** Cottrel rattled off the names of the dogs and they are as follows:

1. Maci-F 4-5 years old.
2. Quil - M 2 year old
3. Suzi - F 5-6 year old
4. Agustis - M 6 months old
5. Tink - F 3 year old
6. Rhodes - F 3 year old

Cottrel was asked the remaining dogs who are part of the Golden Gals organization. Cottrel stated that the remaining dogs are in "Guardian Homes" and then rattled off the names of them. They are as follows:

1. Sperry - F (with Lisa) retired
2. Hoyt and two other names I didn't get - they are with Steve Kubik's sister (Krista)
3. Harper - retired and living in Florida
4. Ruger - M out being studded in Prospect

5. Kallie - F Stratford

Cottrel brought us up to the basement of the home and showed us an area that she says she whelps the litters. There was a medicine cabinet in the room with pill bottles. I asked if there was any distemper vaccine and Cottrel stated that there wasn't because she learned that I had explained to Steve that this was illegal.

MACO Lombardi and myself left the home and went to 20 Splitrock Road Bethany. This home is just across the street and down a cul-de-sac. Upon our arrival we were met by Steve Kubik who was on his phone. We explained to Steve why we were there and he brought us around the rear of the home opening up the back yard fence striking one of the two small children.

Ashley became upset yelling at Steve for hitting the little one in the head but then began to yell and scream at me. Ashley didn't want me on her property and stated that she will be calling the police and I asked her to please do so. She then said that she was going to call her attorney and again I said she has every right to do so. I explained to Ashley that because she has a Kennel License, I am able to inspect the area of where the dogs/puppies are and that I need to look at their paperwork pertaining to the puppies she on the property now. Ashley continued to scream and yell stating that she sent me emails, which she did, that included names and address of the "Guardian Homes". The only address she provided was the one for Cottrel. She said she is ##### and is upset with me because I threatened to arrest her husband and that I told Cottrel that I didn't have the addresses of the "Guardian Homes". Ashley was unable to contain herself. She did this in the presence of her two young children as well as her husband Steve and woman who was kneeling next to the small enclosure that housed the four puppies. Ashley threw a three ring binder onto a table in the garage and told me I can look through it. The book was a list of dogs and their pedigrees. I took down the names of the dogs and their date of births. They are as follows:

1. Rosie DOB 2-5-2017
2. Sperry DOB 9-8-2016
3. Hoyt DOB 4-27-2016
4. Ken DOB 11-24-2016
5. Ruger DOB 5-22-2018
6. Rae DOB 10-28-2017
7. Becca DOB 10-28-2017
8. Mila DOB 3-17-2017

Ashley was still yelling and saying that I had made appointments to come out but never showed. It is true that appointments were made but because I became busy I did cancel the meetings with Ashley. Ashley agreed that this was true but didn't like it how I just showed up. Ashley began going to her email saying that she sent me numerous documents, which she did, and I opened my phone and began going over

the emails to make sure I had them all. Ashley began to calm down and it was explained to her that we have received more complaints as well as the State Police have received complaints that a Norwalk Vet has come across some of their dogs who have heart murmurs that this prompted me coming back out.

Steve questioned the fact that if a vet came across an issue like this then why wouldn't they contact him and his wife. **Both Ashley, Steve, and Alex said that none of their puppies or dogs have heart murmurs and that if they did they wouldn't be breeding them.**

Alex produced four copies of what she said was the Puppy Health Certificates for the four puppies remaining at the home. We cleared without incident.

An inhouse records check was conducted and it is found that there are two prior cases, #2020-302 & #2021-454. In both cases this department received complaints that the complainants purchased puppies that were diagnosed with parvovirus. In #2020-302, Ashley Kubik received an infraction for two counts of Failure to be Licensed as a Pet Shop.

On Friday May 27, 2022 I contacted Roxbury Animal Clinic and spoke with a Vet Technician who identified herself as Emma. Emma explained to me over the phone that they have seen or actively been seeing multiple dogs/puppies that are associated with Golden Gals. **Emma explained to me that most of the interaction is done through a house call. They have only gone out to 24 Chestnut Hill Road, Sandy Hook, CT.** Emma further explained that on March 18, 2022 they had given rabies and distemper shots to twenty-one (21) bitches and nine (9) puppies. When I asked her about heart murmurs Emma stated that there are some dogs and puppies that were diagnosed with heart murmurs and are noted in the paperwork. I requested the last six months of records from Roxbury.

Roxbury sent me thirteen (13) Puppy Health Certificates for Eva's Litter with a birth date of March 19, 2022. The documentation identifies this litter to be Eva and Hoyt and produced Seven (7) males and six (6) females. The health certificates indicates that on May 10, 2022, Dr. Miller had vaccinated all the puppies with DHPP. Dr. Miller identified one female puppy as having Grade 1/6 heart murmur and mild dermatitis around vulva. Two male puppies were identified as having yeast otitis, another male puppy with an abscess on the head and another puppy is identified by Dr. Miller as being thin and only having one testicle.

When I compare Roxbury's Puppy Health Certificates with the four (4) that I received on May 26, 2022 there appeared to be some discrepancies. The first thing noted was that the March 19, 2022 birthdate was changed to March 18, 2022. Under the vaccination/treatment history, two things were added. Pyrenial (2,4,6,8 weeks) given by breeder and Safeguard (5/9, 5/10, 5/11, 5/12, 5/13) given by breeder was added. Dr. Miller's name was not printed on Roxbury's Puppy Health

Certificate as well as CT Lic.#3730 but was printed out on the copies I received from Golden Gals.

Roxbury sent me three (3) Puppy Health Certificates for Mila's litter with a birth date of January 7, 2022. The health certificates indicates that on February 16, 2022, Dr. Miller had examined the litter. In the vaccine/treatment history, it is noted on the top line, that the DHPP was issued on 2/16/22 by the Breeder. There is then lines drawn through the next three boxes which include three lines in each box. Dr. Miller identified one of the female puppy's has having a 2/6 heart murmur.

I compared this health certificate to the ones that were emailed to me by Ashley Kubik on March 8, 2022. There are some discrepancies. The vaccine/treatment history is completely changed. Pyrental Pamoate is on the first line, Safeguard is on the second line, and DHPP is on the third line (it should be noted that DHPP is identified as being given on March 3, 2022). The signature box is completely different. On the Golden Gals certificate, it appears that Dr. Miller had used a thick marker. On the Roxbury certificate it appears that a ball point pen was used. The printed name is also different. On Golden Gals certificate it says, "Chanin Miller DVM" on Roxbury's certificate it says, "Dr. Chanin Miller".

On May 26, 2022 I contacted Mt. Pleasant Veterinary Hospital in Newtown CT and spoke with Nina who identified herself as the Office Manager. I requested vet records for Golden Gals that they have from November of 2021 to present date. A short time later, Nina, called me back stating that Dr. Rakesh Vali is asking for an official request. Nina also mentioned that Steven Kubik has called them requesting that they not release any records to anyone and that they are working directly with Animal Control. I sent them a formal request through email.

On May 31, 2022 I received a call and an email from Mt. Pleasant Veterinary Hospital again saying that they have received numerous calls from Steven Kubik saying that these records are his and to not release them anyone. Dr. Vali is concerned about releasing these files and I explained that he can contact his attorney for better clarification. I did receive the requested documents later in the day.

On May 31, 2022 I spoke with Emma from Roxbury Vet to get better clarification on some of the records. Emma stated that the health certificates dated March 10, 2022 are not correct. Golden Gals brought in two puppies to be evaluated and the three sets of litters were not seen unlike the documents say. Emma did explain to me that the majority of times the vet goes to 24 Chestnut Hill Road in Newtown to examine the puppies.

On May 31, 2022 I received an email from Jennifer Schwaiz, a complainant, who stated the following, "Ashley of Golden Gals did contact us last week with a settlement offer, which we did not sign or agree to. Their offer was for \$4000.00 in exchange for taking down our Golden Gal reviews and social media posts."

On June 1, 2022, I was notified that the Connecticut State Police Organized Crime Unit was taking lead on this investigation. I was informed by that they the charges they are looking at right now are Larceny (Sale under false pretenses), Animal Cruelty, Forgery and Practicing Veterinarian Care W/O a License.

I was later called by Attorney Dan Miller who told me he is representing the Golden Gal's and the Kubiks. Attorney Miller asked that if there is any communication that I go through him first. He also said that I would need to contact him prior to making an unannounced visit to their home. I advised him that I won't be doing that but that I will comply with the request as it pertains to questions and such. Obviously, this call was prompted by an email that I sent to Ashley Kubik asking for specific information as it pertains to some of her litters. This request was for health certificates as well as a list of people who purchased puppies from these litters.

I contacted Central Vet Hospital in North Haven and asked for documents pertaining to any and all Golden Gals dogs. I was informed that I will be receiving the requested documents in an email.

On June 3, 2022 I received the requested documents from Central Vet Hospital in North Haven by email.

On June 3, 2022 I sent the following email to Attorney Dan Miller: "Attorney Miller, Yesterday evening around 4:32 I received a text message from Ashley Kubik asking if I received her emails. I didn't respond. It was my understanding that any and all communication will go through you. Is this correct?"

Going through you I need vet records and health certificates for the following litters. I also need the names and addresses of the individuals who purchased these puppies. I am also looking for where the mother dogs are located. The list of litters are as follows:

1. Leeloo's litter dated around 11/16/21
2. Bella's Litter dated around 12/20/21
3. Morgan's litter dated around 12/27/21
4. Rein's Litter dated around 12/29/21
5. Becca's litter dated around 1/7/22
6. Bunny's litter dated around 1/2/22 to 1/12/22
7. Leah's litter dated around 1/4/22 to 1/14/22
8. Lexi's litter dated around 1/4/22 to 1/14/22
9. Kyra's litter dated around 1/14/22
10. Tessa's litter dated around 1/14/22
11. Lilly litter dated around 2/2/22
12. Sellie's litter dated around 2/21/22 to 3/3/22
13. Spice's litter dated around 2/23/22 to 3/5/22
14. Kimber's litter dated around 3/12/22
15. Koda's litter dated around 3/18/22

If you have any questions please don't hesitate to contact me.
Having not heard from Attorney Miller I emailed him asking for a response.

On June 13, 2022 I received the following email from Attorney Miller: "Mr. DellaRocco,

I apologize but your emails went to my spam folder for some reason. I am just seeing these now. I will discuss with my clients and get back to you by the end of the week.

Thanks

Dan"

On June 22, 2022, having still not heard from Attorney Miller I reached out to him through email asking for a status update. I never received a response. I never received any communication from Attorney Miller.

151. The information in the Investigation Report from Officer DellaRocco indicates that in (4) four months from November 16, 2021 to March 18, 2022, Defendant Golden Gal's "allegedly" created and managed fifteen separate (15) litters, averaging 10 puppies per litter, worth an estimate \$600,000 at \$4000 per dog. The price per dog could be less during all relevant periods but the maximum amount is staggering for a four month period. Estimating this outward for 12 months, Defendant Golden Gal's allegedly breed (45) forty-five litters, 450 puppies, worth a total estimated value of \$1,800,000 for a one year period.

IV. COUNT ONE FRAUDULENT INDUCEMENT CLAIM AGAINST ALL DEFENDANTS

152. Paragraphs 1-151 are hereby incorporated by reference as if fully pleaded in this Count.

153. All Plaintiffs, except for Plaintiff DuFault, alleged a claim of fraudulent inducement.

154. Plaintiff can successfully demonstrate the elements of fraudulent inducement.

Defendants engaged in knowing deception on their websites and in person to sell Cream-Colored golden retrievers to the general public that induced both Plaintiffs and numerous others from the

general public, to act to purchase puppies with known genetic heart defects called Sub-Aortic Stenosis and Hip Dysplasia.

155. Defendants knowingly caused them to experience financial and emotional detriment.

Defendants advertised on their websites the sale of dog litters as healthy dogs.

156. 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.

157. Defendants continued to advertise and represent for sale healthy puppy litters on their websites to induce consumers like Plaintiffs to call and purchase puppies.

158. Defendants provided to each Plaintiff purchaser knowingly false medical records concealing the genetic defects of each puppy purchased by Plaintiffs.

159. Plaintiffs purchased defective puppies with Sub-Aortic Stenosis and Hip Dysplasia to their financial and emotional detriment.

160. Defendants during all relevant times in question did not breed any dogs for sale to the public, did not maintain them on their property, and obtained dogs from other states and knowingly and fraudulently sold them in Connecticut as their own for an enormous financial gain. DNA testing of Plaintiffs dogs revealed that their dogs did not come from Connecticut but came from other states such as Pennsylvania, where many puppy mills exist.

161. Defendants should be held liable on this Count.

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

162. Paragraphs 1-161 are hereby incorporated by reference as if fully pleaded in this Count.

163. Plaintiff Carey and Plaintiff DuFault alleged a breach of implied contract.

164. Plaintiff Carey and Plaintiff DuFault agreed to purchase Cream-Colored golden retrievers from Defendant Golden Gal's and paid the full purchase price via cashier's check. Plaintiff Carey and Plaintiff DuFault 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.

165. Defendant Golden Gal's willfully and knowingly breached the implied contract of sale because it sold Plaintiff Carey and Plaintiff DuFault genetically defective puppies 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.

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

VI. COUNT THREE UNFAIR TRADE PRACTICES ACT CLAIM AGAINST ALL DEFENDANTS

167. Paragraphs 1-166 are hereby incorporated by reference as if fully pleaded in this Count.

168. All Plaintiffs, except for Plaintiff DuFault, alleged the Defendants violated the Connecticut Unfair Trade Practices Act (CUTPA) in the following ways.

169. 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 and Hip Dysplasia) Cream-Colored golden retrievers to the general public including Plaintiffs.

170. 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....”

171. 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. However, all three criteria are present and satisfied in this case. 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.

172. Defendants knowingly sell cream-colored golden retrievers with genetically defective heart conditions Sub-Aortic Stenosis and Hip Dysplasia. Defendants never informed each Plaintiff before purchasing their puppy. Defendants knowingly continue to breed, if they breed

dogs at all, the same defective dogs even though they have been repeatedly notified of the genetic defects by prior purchasers, including the Plaintiffs.

173. Defendants during all relevant times in question did not breed any dogs for sale to the public, did not maintain them on their property, and obtained dogs from other states and knowingly and fraudulently sold them in Connecticut as their own for an enormous financial gain. DNA testing of Plaintiffs dogs revealed that their dogs did not come from Connecticut but came from other states such as Pennsylvania, where many puppy mills exist.

174. Defendants should be held liable on this Count.

**VII. COUNT FOUR FRAUDULENT MISREPRESENTATION
AGAINST ALL DEFENDANTS**

175. Paragraphs 1-174 are hereby incorporated by reference as if fully pleaded in this Count.

176. All Plaintiffs, except for Plaintiff DuFault, alleged the Defendants fraudulently misrepresented the following.

177. Defendants knowingly and willfully breed and sell cream-colored golden retrievers that had genetically defective heart conditions Sub-Aortic Stenosis and Hip Dysplasia in their lineage yet continue to offer and represent for sale on their respective websites. Defendants claim they breed healthy Cream-Colored golden retrievers for the consuming public, if they actually breed dogs at all.

178. Defendants during all relevant times in question did not breed any dogs for sale to the public, did not maintain them on their property, and obtained dogs from other states and knowingly and fraudulently sold them in Connecticut as their own for an enormous financial gain. DNA testing of Plaintiffs dogs revealed that their dogs did not come from Connecticut but came from other states such as Pennsylvania, where many puppy mills exist.

179. Defendants should be held liable on this Count.

VIII. COUNT FIVE NEGLIGENT MISREPRESENTATIONS AGAINST ALL DEFENDANTS

180. Paragraphs 1-179 are hereby incorporated by reference as if fully pleaded in this Count.

181. All Plaintiffs, except for Plaintiff DuFault, alleged the Defendants negligently misrepresented the following.

182. Defendants knew or should have known that the dogs they breed had genetically defective heart conditions Sub-Aortic Stenosis and Hip Dysplasia in their lineage yet continue to offer for sale on their respective websites litters from various dogs. Defendants claim they breed healthy cream-colored golden retrievers for the consuming public, when in fact they do not.

183. Defendants knew or should have known the dogs they were selling came from puppy mills throughout the country, including locations in Pennsylvania. Genetic testing has revealed the dogs Defendants were selling were physically unhealthy when they were sold to the consuming public.

184. Defendants during all relevant times in question knew or should have known they did not breed any dogs for sale to the public, did not maintain them on their property, and obtained dogs from other states and sold them in Connecticut as their own for an enormous financial gain. DNA testing of Plaintiffs dogs revealed that their dogs did not come from Connecticut but came from other states such as Pennsylvania, where many puppy mills exist.

185. Defendants should be held liable on this Count.

**IX. COUNT SIX CLAIM FOR BREACH OF CONTRACT
AGAINST DEFENDANT GOLDEN GAL'S**

186. Paragraphs 1-185 are hereby incorporated by reference as if fully pleaded in this Count.

187. Plaintiffs, except Plaintiff Carey and Plaintiff DuFault, allege a claim for breach of contract against all Defendant Golden Gal's.

188. Plaintiffs 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. Plaintiffs paid Defendant Golden Gal's the full value of the puppy for sale.

189. Defendant Golden Gal's willfully breached the contract of sale by fraudulently selling Plaintiffs genetically defective puppies with Sub-Aortic Stenosis and Hip Dysplasia in exchange for cash consideration of a total purchase price of up to \$4,200.00. Each puppy sold by the Defendant Golden Gal's to the Plaintiffs were not fit for sale due to the puppies known genetic heart condition Sub-Aortic Stenosis and Hip Dysplasia.

190. Defendant Golden Gal's also willfully breached the contract of sale because they did not breed any dogs for sale to the public, did not maintain them on their property, and obtained dogs from other states and sold them in Connecticut as their own for an enormous financial gain.

DNA testing of Plaintiffs dogs revealed that their dogs did not come from Connecticut but came from other states such as Pennsylvania, where many puppy mills exist.

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

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

192. Paragraphs 1-191 are hereby incorporated by reference as if fully pleaded in this Count.

193. All Plaintiffs assert a claim for breach of the covenant of good faith and fair dealing against all Defendants.

194. 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 bred healthy cream-colored golden retrievers to Plaintiffs with known severe and terminal genetic heart conditions Sub-Aortic Stenosis and Hip Dysplasia.

195. Defendant Golden Gal's and Aly's Golden Retrievers also willfully breached the covenant of good faith and fair dealing because they did not breed any dogs for sale to the public, did not maintain them on their property, and obtained dogs from other states and sold them in Connecticut as their own for an enormous financial gain. DNA testing of Plaintiffs dogs revealed that their dogs did not come from Connecticut but came from other states such as Pennsylvania, where many puppy mills exist.

196. Defendants should be held liable for this claim.

XI. COUNT EIGHT INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIM AGAINST ALL DEFENDANTS

197. Paragraphs 1-196 are hereby incorporated by reference as if fully pleaded in this Count.

198. All Plaintiffs, except for Plaintiff DuFault, alleged the Defendants intentionally inflicted emotional distress on them in the following ways.

199. 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)(Hip Dysplasia) cream-colored golden retriever puppies into commerce for the receipt of a substantial amount of money; Defendants further created emotional distress by faking the origins of each puppy sold to the Plaintiffs and DNA testing has revealed the dogs came from outside of Connecticut; (2) Defendants fraudulent and negligent conduct resulted in Plaintiffs purchase of genetically defective puppies; (4) Defendants conduct caused Plaintiffs extreme emotional distress.

200. Defendants should be held liable on this Count.

RETURN DATE: JANUARY 30, 2024
FBT-CV24-6129993-S

HEATHER CAREY,	:	
Plaintiff,	:	
	:	
DIANE PONTIOUS,	:	
Plaintiff,	:	SUPERIOR COURT
	:	JUDICIAL DISTRICT FAIRFIELD
WILLIAM CHELLIS,	:	AT BRIDGEPORT
Plaintiff,	:	
	:	
THOMAS LATORRE,	:	
Plaintiff,	:	
	:	
ERIC ACKERMAN,	:	
Plaintiff,	:	MARCH 5, 2024
	:	
JESSICA GERSH WYLIE,	:	
Plaintiff,	:	
	:	
BRENDA DUFAULT,	:	
Plaintiff,	:	
v.	:	
THE GOLDEN GAL'S LLC;	:	
ALY'S GOLDEN RETRIEVERS, LLC	:	
Defendants	:	

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;
WILLIAM CHELLIS;
THOMAS LATORRE;
ERIC ACKERMAN;
JESSICA GERSH WYLIE;
BRENDA DFAULT.

By: /s/ Mark P. Carey
Mark P. Carey
Carey & Associates, P.C. (JN420084)
71 Old Post Road, Ste One
Southport, CT 06890
(203) 255-4150 tel.
(203) 255-0380 fax.
Mcarey@capclaw.com
Their Attorneys

CERTIFICATION OF SERVICE

The foregoing was filed with the Court on March 5, 2024 and sent all parties of record on this date, postage prepaid to the following:

Miller & Lubonja, LLC
228 Meadow Street, Suite 103
Waterbury, CT 06702

Martocchio & Oliveira, LLC
191 Main Street
Southington, CT 06489

_____/s/_____

Mark P. Carey



State of Connecticut Judicial Branch Superior Court E-Filing



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

E-Mail: mcarey@capclaw.com Logout

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Docket Number:	FBT-CV-24-6129993-S
Case Name:	CAREY, HEATHER Et Al v. THE GOLDEN GAL'S LLC Et Al
Type of Transaction:	Pleading/Motion/Other document
Date Filed:	Mar-5-2024
Motion/Pleading by:	CAREY & ASSOCIATES P.C. (420084)
Document Filed:	102.00 AMENDED COMPLAINT

Date and Time of Transaction: Tuesday, March 5, 2024 11:23:10 AM

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