

**SUPREME COURT: STATE OF NEW YORK  
 COUNTY OF SUFFOLK**

**WILLIAM WATKINS on behalf of himself  
 and all those similarly situated,**

**Index No. 601102 /2022**

**Plaintiff,**

**-against-**

**VERIFIED COMPLAINT**

**PATCHOGUE ANIMAL HOSPITAL, EVA  
 ARMFIELD, DVM and “JOHN” or  
 “JANE” DOES 1-5,  
 Defendants.**

**JURY TRIAL DEMANDED**

Plaintiff William Watkins, by and through his counsel, Susan Chana Lask, Esq., files this class action complaint for fraud and other actions and damages against Defendants who for years illegally operated on and anesthetized companion animals without using licensed vet technicians or a veterinarian to oversee the procedures, alleged as follows:

**PARTIES**

1. Plaintiff William Watkins resides in Suffolk County New York. He was the guardian and owner of a female canine named Taro who was under the care of all named Defendants.
2. Defendant Patchogue Animal Hospital (“Patchogue”) is a veterinary animal clinic with a principal place of business at 214 Medford Avenue, Patchogue, New York in Suffolk County and, upon information and belief, a New York State registered corporation.
3. Defendant Eva Armfield, DVM is an individual licensed veterinarian in New York (“Armfield”), who owns and operates Defendant Patchogue, and practices and provides veterinarian services to companion animals owned by consumers throughout the State of New York. Defendants Patchogue and Armfield are collectively referred to as “Defendants”.
4. The “Doe” Defendants are all those persons acting as assistants and/or veterinarian technicians employed by Defendants and involved in the care, management, possession and treatment of Plaintiff’s companion animal Taro and all other companion animals for the past three years, whose identities will be discovered during the litigation.

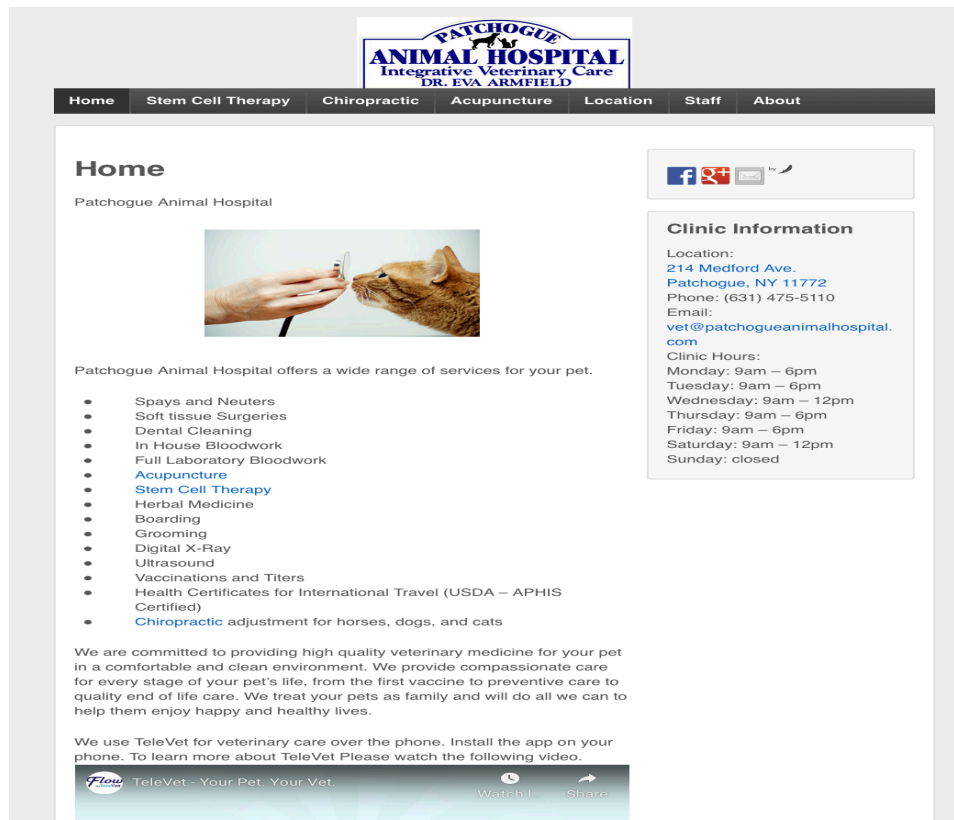
## JURISDICTION and VENUE

5. Pursuant to CPLR §§301 and 302, this court has jurisdiction because Defendants are domiciled and regularly transact business in the State of New York.
6. Venue is appropriate under CPLR §503 in Suffolk County because at least one of the parties in this action resides here, and this is the county in which a substantial part of the events or omissions giving rise to the claims alleged herein occurred.

## FACTS

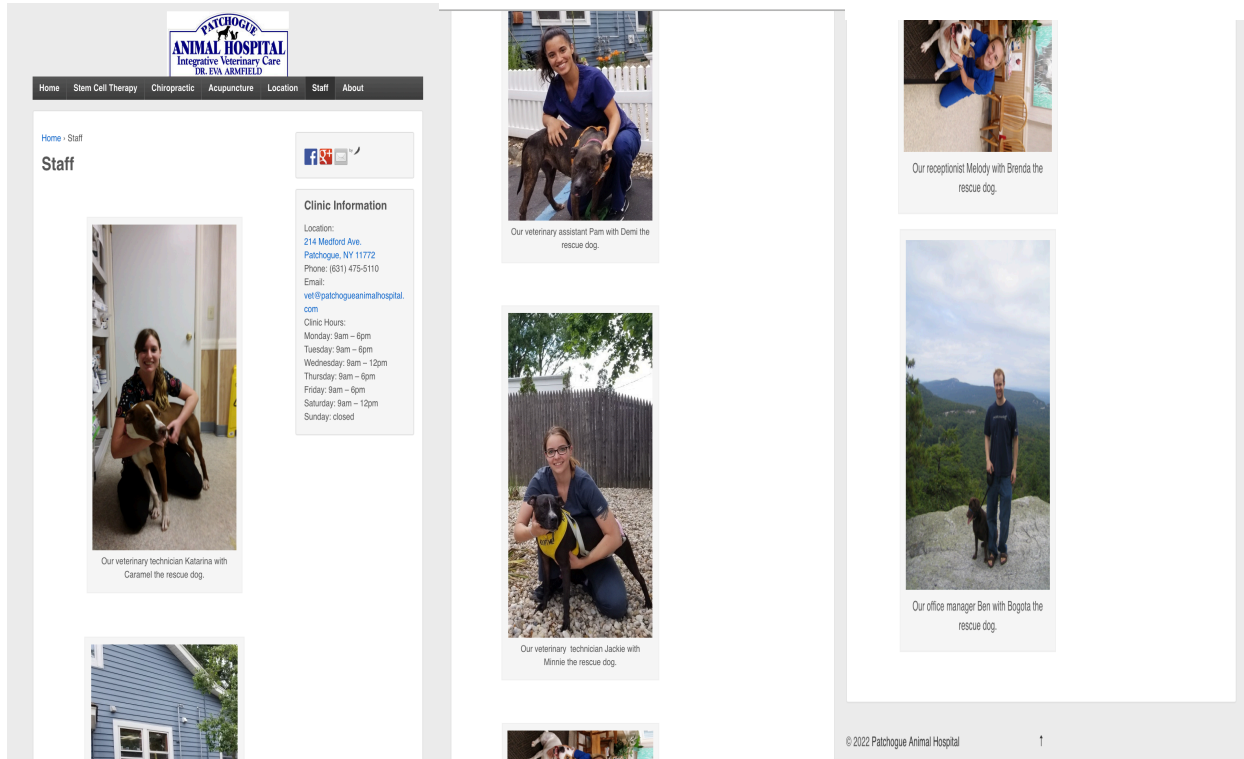
### DEFENDANTS MARKET THEIR SERVICES AS USING LICENSED VET TECHS

7. For the past three years and to date, as part of their marketing campaign, Defendants' website (<http://www.patchogueanimalhospital.com>)<sup>1</sup> states they provide “Spays and Neuters, Soft Tissue Surgeries, Dental Cleanings”, among other services to animals, as shown below:



<sup>1</sup> All website pages inserted in this Complaint are taken as of January 17, 2022.

8. For years and to date, as part of their marketing campaign, Defendants website at <http://www.patchogueanimalhospital.com/staff/> lists vet technicians Katarina and Jackie and other staff, as shown below:



9. Defendants website advertisements are false and fraudulent in violation of General Business Law §349 and 350, as said staff do not exist nor were there licensed vet technicians on premises, in violation of New York laws as further detailed below, mandating vet technicians conduct the services Defendants advertise.

**PLAINTIFF USED DEFENDANTS SERVICES BASED ON THEIR ADVERTISEMENTS OF HAVING LICENSED VET TECHNICIANS**

10. In June, 2020, Plaintiff reviewed Defendants' website, saw they had licensed vet technicians and based on that information he brought his dog Taro to Defendants for an examination on June 12, 2020. Defendant diagnosed Taro with an ear infection and over the next six weeks had Taro under their care and treatment, including visits on July 3, 21 on August 20, 2020.

11. During those visits, Defendants had Plaintiff wait in his car as Defendant Does took Taro from the car into the hospital to be examined and returned Taro to the car each visit because Defendants prohibited anyone in the hospital during the CoVid pandemic.

12. After the initial exam of June 12, 2020, Defendant Armfield diagnosed Taro with an ear infection and prescribed a cocktail of 600mg of Gabapentin and 300mg of Trazodone.

### **TARO DIES AS A RESULT OF DEFENDANTS' NEGLIGENCE**

13. At each visit, including the last visit of August 20, 2020, Defendants Does, whom Plaintiff understood were Vet Technicians, would come to the car dressed in uniforms similar to hospital scrubs and walk Taro to the hospital, then return her to the car after each examination.

14. On August 20, about an hour after Defendant Does walked Taro in to the hospital, two female Defendant Does carried Taro's unconscious and paralyzed body to the car and placed her in the back seat, and informed that Taro was fine and Plaintiff should take her home.

15. Plaintiff refused to leave the clinic and called Defendant Armfield for help, but she refused to examine Taro. Instead, Defendant Armfield sent Defendant Does again, whom Plaintiff understood were vet technicians. They looked at Taro from a distance and told Plaintiff to leave.

16. Upon information and belief, Defendants administered more sedatives to Taro to paralyze her, then Defendant Armfield refused to discuss what happened inside the hospital.

17. Later, Plaintiff discovered that Defendants' August 20, 2020 medical records confirm Taro was "acting sedated ataxic likely from gabapentin, trazadone still walked in but had to carry out (sic)." Hours later, the records that day state that Plaintiff's wife called concerned that Taro "is still sedated". Notably, there are no vitals listed on the August 20, 2020 records.

18. The next note in Defendants records is August 21, 2020 stating Taro went for an emergency visit to Atlantic Coast Veterinary Hospital where she died, and an ultrasound showed "pericardial effusion" and a "terminal disease".

19. The August 21, 2020 Atlantic Coast Veterinary Hospital records state Taro had a “pericardial effusion with ultrasound” causing cardiac tamponade that likely caused her death.

20. Upon information and belief, there was fluid accumulation in Taro’s organs leading to heart failure. Upon further information and belief, Taro’s death occurred after her respiration and heart rate became so shallow, leading to a buildup of fluid in the lungs where she drowned.

21. Defendants records show they never performed an x-ray or ultra-sound during Taro’s months long visits and up to her last visit of August 20 when she was returned unconscious, ignored any treatment, a triage or emergency care that day and never directed Plaintiff to see a specialist for Taro’s unconscious condition on August 20 or anytime before.

**EMPLOYEES CONFIRM DEFENDANTS DO NOT USE LICENSED VET TECHS AS MANDATED BY LAW & DEFEDANT ARMFIELD THREATENS LAWSUITS TO PREVENT EMPLOYEES & CONSUMERS FROM REPORTING HER**

22. After Taro died, former employees of Defendants revealed the following information:

- Defendants do not hire licensed technicians for the procedures Defendants advertise and conduct;
- Defendants employees are assistants/receptionists who share every responsibility in the hospital, but are not certified, not experienced in vet medicine nor have they completed courses in animal health or science;
- Defendants allow all employees to distribute medications, monitor surgeries, take x-rays, perform dentals while animals are under anesthesia and monitor anesthesia and other life support monitors, with no experience or training, and without oversight from a licensed veterinarian;
- During euthanasia procedures, Defendants do not allow the sedation to fully take effect before injecting Euthasol (the drug that shuts down the heart, organs and bodily functions) causing the animal to go into distress during their final moments;
- Defendants do not properly train employees and have them perform extremely dangerous procedures on animals under sedation without being licensed to do so;

- Defendants forced employees to do lawn work and baby-sit Defendant Armfield's children during work hours when the employees should be watching the animals that consumers pay for such observation and care.

23. A March 28, 2021 notarized letter of Defendants former employee, Cecelia Meyer, also confirms Defendants illegal operations of not using licensed vet technicians and Defendant Armfield retaliates with threats of lawsuits and demands Non-Disclosure Agreements to conceal Defendants illegal activities (**Exhibit A**).

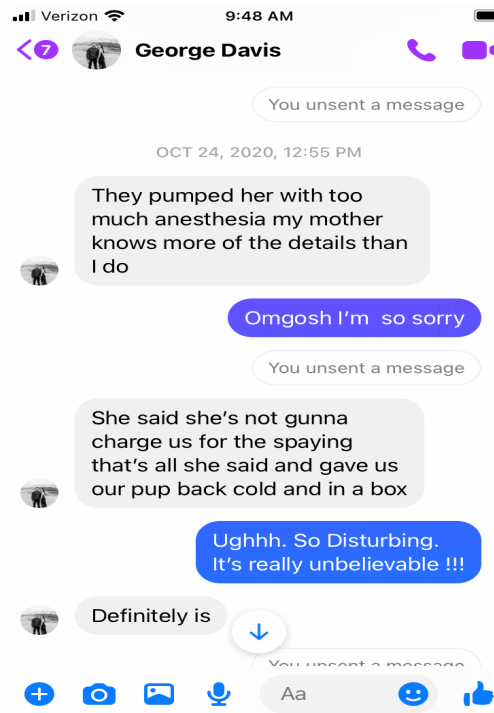
24. In September, 2021, other former employees provided Plaintiff with statements confirming that Defendant Armfield hires young women for cheap as receptionists, then uses them to do procedures on animals that by law only a licensed vet technician is allowed to do; including dental cleanings, administering anesthesia and x-rays, and Defendant Armifield uses the young women to do her lawn work and baby-sit her children when the employees should be in the hospital watching consumers' animals left in their care.

25. On December 21, 2021, a female receptionist informed that Katerina and Jackie do not work at Defendants hospital, yet Defendants falsely advertise to date they work there as licensed veterinarian technicians (see paragraph 8 above).

26. When Plaintiff expressed his opinion that Defendants killed Taro after he obtained an independent veterinarian's report confirming Defendants neglected Taro, leading to her death (**Exhibit B**), rather than correct their illegal operation and hire licensed vet technicians or apologize to Plaintiff, in the summer of 2021 Defendant Armfield had her lawyers threaten him with baseless libel lawsuits when he stated the truth based on the report he obtained.

27. Plaintiff later discovered of the 83 Google reviews of Defendants their overall score is a poor 3.8 out of 5, and the majority of the reviews complain of their gross incompetence, animals being over medicated and "butchered" by them (**Exhibit C**)

28. Temporal to Taro dying from Defendants' neglect, another consumer, George Davis, texted Plaintiff that his dog was killed under anesthesia by Defendants when, upon information and belief, no licensed vet technician was present, as follows:



### NYS LAWS MANDATE DEFENDANTS USE LICENSED VET TECHNICIANS

29. At all times relevant herein, Defendants failed to use and employ veterinarian technicians as mandated by New York's Education Law, Article 135 sections 6708-6711-B, who are defined as persons licensed by the State after completing section 6711 requirements and 6711-b continuing education requirements, who can perform certain functions promulgated by the Commissioner

30. Defendants also violated New York's Education Law, Article 135 section 6714 by failing to maintain proper treatment records of the animals/patients. Specifically, Taro's records exemplify no vitals or other information listed on August 20, 2020 (the day Defendants returned her to Plaintiff paralyzed), which, upon information and belief, were omitted to conceal Defendants misconduct and neglect, and most likely their injecting or giving Taro more sedatives against Plaintiff's consent and over his prior objections that Defendants were over-sedating Taro.

31. Defendants violated New York’s Article 135 NYS Education Law §6708 “Definition of practice of veterinary technology” requiring only licensed persons to handle certain tasks detailed in the New York State Education Departments “Practice Guidelines for Veterinarians”, at <http://www.op.nysed.gov/prof/vetmed/vetpg.htm> , as follows:

**“Guideline 2: Providing Professional Services**

Before providing service it is important that a valid VCPR (see Definition 1.14 and Guideline 5.11) is in place and you have obtained informed consent from the client. In the course of providing professional services,

The veterinarian should:

A. provide professional services in a timely manner;

B. conduct a complete physical examination, including, but not limited to, weight (small companion animals), TPR, auscultation of heart and lungs, ocular and otic systems, integument, and musculoskeletal system, on every patient or a number of representative members of a herd or flock;

C. if providing small companion animal services, assure the availability of an appropriate waiting area for clients and their animals;

D. provide clients with direct contact information on how to obtain veterinary services in case of emergency, as well as who to contact for services in her/his absence. A sign should be displayed at the entrance of the veterinary facility with a telephone number and location where veterinary care is available when the veterinary facility is closed. An answering machine or service should notify the public of the business hours of the veterinary facility and when veterinary care is available;

E. assure that housing of in-patients is appropriate for the proper provision of veterinary care;

F. maintain an appropriate identification system for all animals admitted to the veterinary facility in which the veterinarian practices;

**G. employ appropriately licensed staff;(emphasis added)**

H. provide written notice to client(s) should there not be appropriate personnel to assure proper veterinary care at any time while an animal is an in-patient in a veterinary facility. Such notice may be in the form of a clearly legible sign posted in a conspicuous place or a notification on a hospitalization consent form;

I. advise clients, as appropriate, of any diseases that currently pose an imminent danger to livestock, companion animals, and/or people within the locale;



J. perform or provide laboratory procedures, as appropriate, for diagnosis and monitoring of medical and/or surgical conditions, including but not limited to:

1. urinalysis, including microscopic exam of sediment;
2. hematology, including CBC with differential WBC;
3. identification of external and internal parasites;
4. blood/plasma/serum chemistries;
5. necropsy and histopathology;
6. serology; and
7. microbiology.

K. perform or provide imaging procedures, as appropriate, for the diagnosis and monitoring of patients, in a manner that complies with all currently applicable rules and regulations for safe use of such modalities in the jurisdiction. **Veterinarians and veterinary technicians should be familiar with and adhere to all rules of Section 16.54 of the New York State Health Code as it applies to veterinary radiology (emphasis added);**

**L. perform or provide access to appropriate diagnostic procedures to monitor cardiac health status, i.e. ECG and/or ultasonography (emphasis added);;**

M. when offering disposal service, provide for proper storage of carcasses of animals (refrigeration or freezing) as well as disposal methods that meet all jurisdictional requirements.”

(see <http://www.op.nysed.gov/prof/vetmed/vetpg2.htm>)

32. However, upon information and belief, Defendants never employed licensed vet technicians during the above said procedures and at all relevant times herein, while fraudulently advertising on the web and elsewhere and for years they did.

33. All of which said misconduct *per se* violates New York laws mandating they have licensed vet technicians and therefore Defendants should not have collected fees for veterinarian services the entire time they misrepresented their licensing and violated the law as consumers believed they were bringing their animals to a properly functioning and legal veterinarian hospital when receptionists and secretaries were performing procedures on their companion animals.

### **CLASS ACTION ALLEGATIONS**

34. Pursuant to Article 9 of the CPLR, Plaintiff seeks to redress in his individual capacity and on behalf of a Class consisting of similarly situated consumers, seeking Class certification of a

Class defined as (i) all persons residing within the State of New York and elsewhere who used any veterinarian services of Defendants at anytime, whether or not they paid a fee, from three years prior to the date of this complaint, being January 17, 2019 to date.

35. Plaintiffs reserve the right to amend or modify the Class definition with greater specificity or subclass divisions after discovery.

36. The Class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of CPLR 901. First, the members of the Class are so numerous that joinder of all members is impracticable.

37. Although the precise number of Class members is unknown at this time, and can be determined by discovery, it is reasonably estimated that the Class consists of at least hundreds of members geographically dispersed throughout New York and the United States who used Defendants services multiple times since January 17, 2019 to date, which at all said times Defendants *per se* violated laws, falsely advertised they had vet technicians and illegally used unlicensed persons to handle vet technician duties, which said deceptions caused consumers to consult with and pay fees to Defendants for a legally operating veterinarian hospital.

38. Because Plaintiff used Defendants services after reviewing their website advertising vet technician on premises, and Defendant Does operated and acted as if they were vet technicians, then Plaintiff is a member of the Class whose claims are typical of the claims of the members of the Class. The harm suffered by Plaintiff and all other Class members was and is caused by the same conduct by Defendant wrongful and inequitable operation of an illegal veterinarian practice, fraudulently advertising it as staffed with licensed vet technicians when receptionists and secretaries were actually doing the work only licensed technicians can do .

39. Plaintiff will fairly and adequately represent and protect the interests of the Class, in that Plaintiff has no interests antagonistic to, nor in conflict with, the Class. Plaintiff has retained

competent counsel, experienced in consumer and commercial class action litigation, to further ensure such protection and who intends to prosecute this action vigorously.

40. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Because the monetary damages suffered by individual Class members are relatively small, the expense and burden of individual litigation make it virtually impossible for individual Class members to seek redress for the wrongful conduct alleged in this complaint. If Class treatment of these claims were not available, Defendant would likely continue their wrongful conduct, and unfairly receive many thousands or millions of dollars in unlawfully collected fees, and escape liability for their wrongdoing as alleged in this complaint.

41. Common questions of law and fact exist as to all members of the Class, which predominate over any questions that may affect individual Class members, such as the following:

- (a) Defendants operated an illegal veterinarian clinic by not using licensed vet techs;
- (b) Defendants violated New York's General Business Law §349 and 350;
- (c) Defendants engaged in, and continue to engage in, unlawful, fraudulent, and unfair practices that are substantially likely to mislead the public, including that they have licensed vet technicians on staff to perform procedures the law mandates licensed technicians handle;
- (d) Defendants false and misleading statements in its advertisements concerning its services were likely to deceive the reasonable consumer;
- (e) Class members are entitled to actual and/or statutory damages; and
- (f) Declaratory and injunctive relief is available in this action.

42. The Class is readily definable, and prosecution of this action as a Class action will reduce the possibility of repetitious litigation. Information concerning defendants staff, procedures, fees collected from consumers, and advertisements is available from Defendants' books and records that can readily be made available during discovery.

43. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a Class action.

**COUNT ONE (NY General Business Law §349)**

44. All of the above paragraphs are repeated as though fully set forth herein.

45. New York's General Business Law §349 prohibits "[d]eceptive acts or practices in the conduct of any business."

46. At all times alleged herein, Plaintiff understood and believed that Defendants used licensed veterinarian technicians and Defendants Does were such as they introduced themselves as such, all wore the same uniforms giving the impression they were trained technicians and an ordinary consumer would understand that employees handling companion animal lives for medical treatment would be licensed and qualified as required by law, particularly as Defendants' website states they conduct surgical and other procedures under anesthesia.

47. Plaintiff would not have brought his companion to a clinic that had untrained receptionists or secretaries handle Taro's medical needs.

48. Defendant's acts and practices are not unique to Plaintiff, and have a broader impact on the public.

49. Defendants conduct, acts and practices in its business were and are materially misleading and deceptive because its claims are false that veterinary technicians are on staff, and they operate in violation of state law mandating they use vet technicians for the services provided.

50. At all times Defendants made the above-referenced representations to Plaintiff and the public, Defendants knew, or were willful in not knowing, that they were false and misleading in the manner referenced above.

51. Plaintiff and the Class reasonably relied upon and were deceived by Defendants false and misleading advertising, and misrepresentations of material facts leading them to rely on and

bring their animals for treatment and pay fees upon such reliance, which Defendants would not have been able to charge absent their misrepresentations and deceptive advertising.

52. Compensatory damages in the form of the greater of Plaintiff's and each class member's actual damages or statutory damages of \$50 per violation.

53. Additionally, pursuant to G.B.L. §349, Plaintiff and the putative class seek injunctive and declaratory relief declaring the advertisements deceptive and prohibited by the statute, and to enjoin use of the deceptive advertising. Unless the unlawful actions of Defendant are enjoined, Defendants will continue to deceptively advertise its services that do not exist

**COUNT TWO (NY General Business Law §350)**

54. All of the above paragraphs are repeated as though fully set forth herein.

55. New York's General Business Law §350 provides, "[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful."

56. Defendant's advertisements were false and misleading in a material respect and directed at and misleading to reasonable consumers to believe Defendants used vet technicians to handle the procedures Defendants advertise and actually perform, but not using licensed vet technicians.

57. With regard to New York consumers, Plaintiff and the putative class have been aggrieved by Defendants' false advertising, and demand compensatory damages in the form of the greater of actual damages and/or statutory damages of \$500 per violation or, pursuant to § 350-e(3), increased for each class member to \$10,000.00.

58. In addition, pursuant to G.B.L. §350, Plaintiff and the putative class seek injunctive and declaratory relief declaring the advertising deceptive and prohibited by the statute and to enjoin further deceptive advertising.

***WHEREFORE***, Plaintiff prays for relief as follows:

- (a) That the Court determines this action as a class action and designate Plaintiff as Class representative and his counsel of record as Class counsel;
- (b) An award of damages, including statutory damages where applicable;
- (c) Disgorgement or restitution by Defendants of all revenue earned during its fraudulent and unlawful practices described herein during the class period;
- (d) That the aforesaid conduct of Defendants be adjudged and declared in violation of GBL 349 and 350 and that judgment be entered for Plaintiffs and members of the class against Defendants for threefold the amount of damages or \$10,000.00 sustained by Plaintiff and each class member, together with the costs of this action, including reasonable attorneys' fees;
- (e) That the aforesaid conduct of Defendants be adjudged and declared in violation of the common law and statutes of New York, and that judgment be entered for Plaintiffs and the members of the class and against Defendants for the amount of damages determined to have been sustained by them or otherwise allowed by law;
- (f) That Defendants, their subsidiaries, successors, and officers, directors, agents, employees, and all persons acting or claiming to act on their behalf or in concert with them, be permanently enjoined and restrained from continuing, maintaining, or reviving the unlawful conduct alleged herein with respect to their services;
- (g) That reasonable attorney fees, costs of the suit and punitive damages be granted to Plaintiff and the Class;
- (h) That compensatory damages, restitution and all allowable damages be granted to Plaintiff and the Class for all violations alleged herein above; and
- (I) That Plaintiff and members of the class have such other, further and different relief as the court deems just and proper.

January 18, 2022

Yours, etc.,

**LAW OFFICES OF SUSAN CHANA LASK**

/s/ Susan Chana Lask

By: Susan Chana Lask, Esq.

*Attorneys for Plaintiff Watkins*

244 Fifth Avenue, Suite 2369

New York, NY 10001

917.300-1958

scl@appellate-brief.com

VERIFICATION

STATE OF NEW YORK )

) ss:

COUNTY OF SUFFOLK )

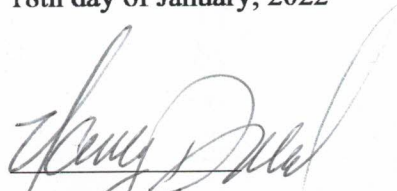
William Watkins, being duly sworn, deposes and says:

I am the Plaintiff in this action and have read and know the contents of the January 18, 2022 Complaint, of which this verification is executed to support it is true to my knowledge, except as to those matters stated to be alleged upon information and belief to those matters I believe them to be true.



William Watkins

Sworn to before me on this  
18th day of January, 2022



Notary Public  
NANCY DRESSEL  
Notary Public - State of New York  
No. 01DR6186341  
Qualified in Suffolk County  
My Commission Exp. April/28/2024

# EXHIBIT A



## AFFIDAVIT OF CECELIA L. MEYER

My name is Cecelia L. Meyer and I reside at 37 Jackson Ave., Sound Beach, N.Y. 11789. I am twenty two (22) years of age being born on June 24, 1998. I obtained information regarding a job opportunity via Indeed.com and my friend Nicole worked at the Patchogue Animal Hospital.

On November 11, 2019 I was hired by the owner Dr. Eva Armfield of Patchogue Animal Hospital to be a Veterinary receptionist/assistant located at 214 Medford Ave., Patchogue, N.Y. I was paid \$13 an hour and my hours fluctuated approximately 20 to 25 hours a week. Dr. Armfield is described as a Chinese woman, with short black hair, in her 40's and is the only Doctor on staff in the hospital.

During the interview with Dr. Armfield I asked what my employment duties would be and she explained that I would assist in various Veterinary procedures as a Veterinary Assistant. I started immediately performing Veterinary duties. In New York State there is a difference between being a Veterinary Assistant and a Veterinary Technician. A Veterinary Technician must have a degree from an accredited American Veterinary Medical Association. Affixed to this affidavit is detailed the difference between a Veterinary Assistant and Veterinary Technician. I have read the responsibilities expected of a Veterinary Technician and I, without the required degree performed the following: monitored animals while they were in surgery, I performed x-rays, I took and reviewed an animals health history, I was expected to provide first aid to animals when needed but myself and the other employees were never trained to do so, I restrained animals during their exams and I prepared instruments used in surgery and exams. In addition, during surgery I monitored patient's vitals (oxygen levels, blood pressures, breathing, adjusting and monitoring anesthesia, keeping eyes lubricated, removing catheters, monitoring post operations, shaving and bathing cats/dogs, administered various medications, administered subcutaneous fluids, filled various medications, and cared for the animals boarded at the animal hospital.

During the period of time I was employed two to four employees worked during the same time frame but it fluctuated that at times there were only two people working a 9:00 A.M. to 6:00 P.M. The names of the individuals while I was employed the following named individuals worked: Nicole Rich, Melody Ribeiro (still employed) Megan, Deanette, Christine and Gabby, (do not know their last names) Tamara Idir and Sierra Vighi (still employed).

I terminated my employment in June of 2020 as the Doctor reduced my hours significantly in the midst of the global pandemic. I did not sign a Non Disclosure Agreement as my friend Nicole Rich was forced to sign having been told she would not receive severance pay and Dr. Armfield would pursue legal action if Nicole were to report or speak out against Dr. Armfield.

I have no knowledge if anyone else signed an NDA. In addition, I have not spoken to Dr. Armfield since I left employment at the animal hospital. I am presently employed as a Sales Support Assistant for a custom furniture company.

 02/28/21

Cecelia L. Meyer

Dated

State of New York

County of Suffolk

On the 28<sup>th</sup> day of February in the year of 2021, before me, the undersigned notary public, personally appeared Cecelia L. Meyer and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed within the affidavit document and she acknowledged to me that she signed it voluntarily.

# EXHIBIT B

Michael Dym, VMD  
660 Christina Drive  
Unit 103  
Royal Palm Beach, FL 33414  
Phone 561-860-8578

December 11, 2020

Client: William Watkins  
Address: 2200 Arctic Avenue  
City/State: Bohemia, New York  
Zip: 11716

Patient: Taro  
Species: Canine  
Breed: Pit Bull  
Sex: Female/spay  
Age at time of passing: 8 years old  
Approximate weight: 77#

To whom it may concern:

After reviewing the detailed history and chronology of events surrounding Taro's medical care from August 20 through 21, 2020, it is my strong medical opinion, as a very experienced conventional veterinary medical clinician of 30 years experience, that Taro was a victim of gross medical negligence and malpractice by both Patchogue Animal Hospital and Atlantic Coast Veterinary Specialists. Dr. Eva Armfield of Patchogue Animal Hospital used a medically inappropriate combination high dose combination sedative combination, as well as failed to recognize and adequately evaluate Taro on multiple opportunities following the severe reaction to the combination sedatives. The Emergency medical team at Atlantic Coast Veterinary Specialists also failed to evaluate Taro to any sort of minimal level of standard of evaluating a critical patient on initial presentation to their emergency facility on August 20, 2020. Because of these delays in timely diagnosis and potential treatment, Taro not only suffered needlessly, but lost any chance at emergency stabilization attempts that could have saved her life.

Taro's medical history included a recently chronic otitis externa(ear infection) that was initially diagnosed by Dr. Eva Armfield in mid June, 2020. According to Dr Armfield at the follow-up evaluation on July 3, 2020, she prescribed 600 mg Gabapentin to be given both the night before the scheduled exam on July 3, and again that morning., so that she could more thoroughly evaluate the ears. On the subsequent two follow-up ear recheck exams on July 21, and July 30, 2020, Dr Armfield also added Trazadone at increasing doses until the final recheck on August 20, 2020, when not only was 600 mg Gabapentin prescribed the night before and the morning of the exam, but Trazadone doses were raised to 300 mg the night before, and then another 300 mg Trazadone on August 20, 2020 morning.

While the dose of Gabapentin is considered the upper limits of dosing a dog for sedation, I question the addition of 300 mg Trazadone given the night before and the morning of August 20, 2020, as being significantly higher than what would be considered an appropriate standard of care in this

at the veterinary offices over the years, according to his guardian William Watkins. Trazadone is also contraindicated in patients with pre existing cardiac arrhythmias, which although not documented in the medical record, I suspect that cardiac evaluation on physical exam on August 20 was not completely normal, especially given the ultrasound results obtained by Atlantic Coast Veterinary Specialists on August 21, 2020 at the time of Taro's cardiac arrest. In fact, on presentation to Dr. Armfield on August 20, 2020, her exam check list notes report that the heart and respiration were completely normal, as well as the gums and mucous membranes normal as well. Given the significant sedation and ataxia reported in the medical record during the 30 minute period of Dr. Armfield's ear evaluation on August 20, 2020, Taro was inappropriately discharged to Marie Fiel Watkins in hardly a stable condition. According to Marie, Taro was not able to move her muscles well at all, and Marie therefore waited in the parking lot of Patchogue Animal Hospital for well over an hour, during which time she made three phone calls to the clinic stating her significant concern for Taro's mental/emotional and neurologic status. During this time only one technician employee came out to look at Taro from a distance, but did not evaluate her gum color or listen to her heart, or perform any sort of TPR(temperature, pulse, respiration) on a clearly unstable patient.

According to Mr Watkins, Dr. Armfield only said over the phone that they need to let the medications wear off, however at no time did Dr. Armfield come out of the animal hospital to directly evaluate or examine Taro. In my opinion, this is significantly negligent, as well over an hour after Taro was discharged, she should have been much more stable on her feet than Marie was reporting, and I would have expected a minimal triage as outlined above, in order to see if Taro needed additional testing(repeat blood work or performing radiographs), and/or stabilization, such as IV fluid therapy. Instead, Marie was instructed to go home to allow the sedation to wear off.

Because of her still clearly unstable status at home, the Watkins rushed Taro back to Atlantic Coast Veterinary Specialists at around 8PM, where they spent approximately 3 hours in the parking lot waiting for some sort of appropriate emergency room evaluation. The only totally inadequate evaluation that Taro received was from a technician who came out and shined a light in Taro's eyes, and said she was stable to wait a few hours until they could evaluate her more thoroughly, as the emergency clinic was very busy that night!!!. I would expect a Multi-Specialty Referral and Emergency Hospital to perform some sort of minimal triage as well, in at least looking at Taro's gum/tongue color, as well as a TPR or cardiac auscultation. This totally inadequate triage missed out on the likely shocky gum color or capillary refill time, that if caught at this time, would have allowed at least some chance of stabilization of Taro's critical medical status. Because Taro appeared somewhat brighter over the few hours Mr Watkins was waiting in the parking lot, he made the decision to take her home, as no one at the specialty hospital seemed concerned that Taro was that critical, much less failing to give her any sort of physical evaluation or assessment.

Overnight into the morning of August 21, 2020, Taro had a very rough night at home, and presented back at Atlantic Coast Veterinary Specialists between 8 and 9AM on August 21 in severe respiratory distress, laterally recumbent, with clearly muffled heart sounds, and horizontal nystagmus. Her mucous membranes were dark and injected, with reported decreased capillary refill time. Why these gums were not evaluated adequately by this same emergency facility the night before, or Dr. Armfield, while under her care, is a disturbing enigma. Shortly on being admitted for an appropriate delayed workup, Taro arrested and could not be resuscitated. According to

Sincerely,

Michael Dym, VMD

# EXHIBIT C

## Patchogue Animal Hospital

214 Medford Ave, Patchogue, NY

Write a review

3.8

83 reviews ?



1 review

6 months ago

I would never recommend Patchogue Animal Hospital to anyone. Personally, I would warn anyone who loves their pet to stay away at all costs. If you're already using this vet and haven't had a problem yet, I would strongly suggest going somewhere else before you do encounter an irreversible issue. In my opinion the doctor is ill equipped when it comes to proper veterinary knowledge, concern and compassion.



1



Michael Healy

3 reviews

7 months ago

**Critical:** Professionalism, Quality, Reliability, Responsiveness

To the people that have posted how great Dr. Armfield of the Patchogue Animal Hospital is, I say wow. Maybe you got her on a good day. Possibly she had just taken the business over from Dr. Atlas. My experience did not go close to yours. We pleaded for help and was told to go home. I believe her compassion, caring, and communication skills are horrid. I definitely would not recommend this veterinarian or this doctor at any time or place no matter where she has worked.



## Patchogue Animal Hospital

214 Medford Ave, Patchogue, NY

Write a review

3.8

83 reviews ?



**Liza Jane**  
1 review



7 months ago

**Critical:** Professionalism, Quality, Reliability, Responsiveness, Value

I recently witnessed a tragedy at the Patchogue Animal Hospital. I don't think they know what drugs can cause what. I think their skill set is very weak in this area and therefore would not recommend this for anyone's loved one. Seems to me they just dispense as much as possible and collect as much as possible.



1



**Drew R**  
1 review



5 months ago

**Critical:** Professionalism, Quality, Reliability

Our cat went to Patchogue Animal Hospital for a regular neuter but instead DIED under the care of Dr. Armfield and never came home. My family was shocked and so incredibly upset to hear that our cat had died during a simple neuter, and Dr. Armfield could not explain to us what had happened that caused him to die. This was an extremely unprofessional encounter and I can only imagine the neglect that must

## Patchogue Animal Hospital

214 Medford Ave, Patchogue, NY

Write a review

3.8

83 reviews

died during a simple neuter, and Dr. Armfield could not explain to us what had happened that caused him to die. This was an extremely unprofessional encounter and I can only imagine the neglect that must have occurred under her care for this to happen. We are still grieving and in disbelief, especially under the care of someone who calls themselves a veterinary professional. Unless you want your animal to die under a neuter or ANY procedure, I would not recommend Dr. Armfield or Patchogue Animal Hospital at all



**Danielle Larson**

1 review

6 months ago

**Critical:** Value

To the Vet Tekes that work here. It's not ok to look the other way. You don't get a free pass. You're just as guilty. See something, say something. The same rules of responsibility apply to you as well. The job, no matter how scarce, isn't worth it. Improper care affects people's lives, and their pets lives become in jeopardy. Pets are family, not furniture. They're very dear to most of us. We sometimes misguidingly trust. Think about it. Do the right thing.



## Patchogue Animal Hospital

214 Medford Ave, Patchogue, NY

Write a review

3.8

83 reviews ?



**Laura Ann**  
7 reviews



11 months ago

**Critical:** Professionalism, Quality, Reliability

I truly hope that whoever thinks to use Patchogue Animal Hospital reads this honest review before committing to taking your animal there.

We felt their staff was incompetent, veterinarian included and very disorganized.

Our animals are considered to be part of our family, and we expect the same type of care from a vet as I would a Dr for my child.

If you asked your child's Dr. if your son/daughter is receiving enough nutrients and how often / how much they should be fed and the Dr.'s response was "read the label on the bag" would you take your child back?

Additionally, with spay and neuter BE EXTRA CAREFUL HERE. We found out after our experience that our friends had their 2 dogs neutered here in the beginning of 2020 and they BOTH got infections. Additionally, they had to take them both back TWO times because they did a terrible job and accidentally left stitches inside of each puppy.

1

# Patchogue Animal Hospital

214 Medford Ave, Patchogue, NY

Write a review

3.8

83 reviews



**Lucy DiVittorio**  
1 review

10 months ago

**Critical:** Quality, Reliability, Value

Do not go here! Went here because this is where the adoption place had me go, and I would NOT recommend this place to anyone.

About a month ago, I went here for a cat spaying. The incision after a week and a half/2 weeks was disgusting and looked infected. The doctor completely botched the procedure. My cat has had her cone on for a month now because it's STILL NOT completely healed from their TERRIBLE JOB.

I'd stay away from this place for good. If I could give it no stars, I would have.



**Helen Ponella**  
3 reviews · 11 photos

2 years ago

Butchered Spaying on my 4 month old pup. While waiting for the surgery, my pup was attacked by