

RETURN DATE: JULY 6, 2010 : SUPERIOR COURT  
LISA TAYLOR-AUSTIN : J.D. OF NEW HAVEN  
VS. : AT NEW HAVEN  
DONALD H. DEFORGE, VMD, LLC, : JUNE 11, 2010  
D/B/A SILVER SANDS VETERINARY  
CENTER

**COMPLAINT**

**COUNT ONE** (Negligence)

1. At all times mentioned herein the plaintiff, Lisa Taylor-Austin has been a resident of Milford, Connecticut.
2. At all times mentioned herein the defendant, Donald H. DeForge, VMD, d/b/a Silver Sands Veterinary Center, Milford Veterinary Hospital, and CT & NY Specialty Center for Oral Care, has maintained an office located at 17 Seemans Lane, Milford, Connecticut.
3. On December 15, 2008 the plaintiff brought her cat, "Simba," to the defendant's office for veterinary treatment.
4. At said time and place the defendant indicated that Simba required surgery to correct a condition known as osteomyelitis.
5. On December 16, 2008 the defendant performed surgery on Simba, extracting twenty-eight of her teeth.

6. Thereafter, the defendant represented that Simba had to be hospitalized for an extended period of time, during which time the defendant surgically implanted a feeding tube without the plaintiff's knowledge or consent.

7. On January 5, 2009 the defendant told the plaintiff that Simba was anemic, and needed to be taken to another facility.

8. Immediately thereafter Simba was diagnosed with Stage III renal failure, Pancreatitis and Anorexia.

9. The defendant was negligent in one or more of the following ways:

a) in that he failed to properly test Simba in order to determine whether she actually had osteomyelitis prior to removing twenty-eight of her teeth;

b) in that he failed to properly provide Simba with water and/or intravenous fluids in order to prevent dehydration and kidney damage;

c) in that he failed to properly monitor Simba's condition during surgery;

d) in that he failed to obtain the plaintiff's consent before implanting a feeding tube in Simba;

e) in that he failed to properly monitor Simba's condition while she kept at his facility so as to prevent her from developing Stage III renal failure, Pancreatitis and Anorexia; and

f) in that he failed to properly communicate with the plaintiff and obtain her consent with respect to Simba's treatment and the cost thereof.

10. As a proximate cause of the defendant's negligence the plaintiff incurred additional expenses for Simba's veterinary treatment, to her considerable financial loss.

11. As a further result of the defendant's negligence, the plaintiff missed time from work, sustaining lost wages.

12. As a further result of the defendant's negligence, the plaintiff has continued to incur additional veterinary bills to treat Simba, and she will continue to incur these expenses in the future.

**COUNT TWO**      **(Violation of the Connecticut Unfair Trade Practices Act)**

1-3. The allegations of paragraphs 1 through 3, respectively, of the First Count are hereby incorporated and made the allegations of paragraphs 1 through 3, respectively, of this the Second Count as if fully set forth herein.

4. On December 15, 2008 and prior thereto the defendant falsely advertised and held himself out to the general public as being a "veterinary dental specialist," when he in fact was credentialed as such by the American Veterinary Dental College or properly authorized to use these credentials by the Connecticut Veterinary Medical Association.

5. The defendant knowingly misrepresented his credentials to the general public while engaged in trade or commerce, in order to gain an unfair business advantage over his competitors as part of his general business practice, and routinely misled members of the general public, including the plaintiff.

6. The defendant's misconduct in falsely advertising himself as a veterinary dental specialist was unfair and deceptive, and constitutes unethical and unscrupulous conduct that violates the Connecticut Unfair Trade Practices Act, C.G.S. § 42-110b, et seq.

7. As a result of the defendant's false advertisement of his skills as a veterinary dental specialist, the plaintiff was duped into entrusting Simba to his care, which resulted in twenty-eight of Simba's teeth being needlessly extracted, and the development of Stage III renal failure, Pancreatitis and Anorexia.

8. As a further result of the defendant's wrongful conduct, the plaintiff incurred needless bills for additional veterinary care for Simba's condition, and she will continue to incur these expenses in the future.

9. As a further result of the defendant's wrongful conduct, the plaintiff missed time from work and sustained lost wages.

**COUNT THREE (Reckless Conduct)**

1-8. The allegations of paragraphs 1 through 8, respectively, of the First Count are hereby incorporated and made the allegations of paragraphs 1 through 8, respectively, of this the Third Count as if fully set forth herein.

9. The defendant was reckless in one or more of the following ways:

a) in that he intentionally misled the plaintiff that he was a certified veterinary specialist, able to properly treat and diagnose Simba for osteomyelitis, when he knew these representations were false;

b) in that he intentionally posted these false credentials on the internet, in his written advertisements and in the directory published by the Connecticut Veterinary Medical Association;

c) in that he intentionally neglected Simba during surgery by not properly anesthetizing her;

d) in that he recklessly failed to monitor Simba's post-surgery fluid intake so as to prevent dehydration and kidney damage;

e) in that he recklessly failed to obtain the plaintiff's consent before implanting a feeding tube in Simba, in wanton disregard to the plaintiff's wishes; and

f) in that he intentionally refused to communicate with the plaintiff in order to keep her informed of Simba's condition and to obtain her consent with respect to Simba's treatment and the cost thereof.

10. As a proximate cause of the defendant's negligence the plaintiff incurred additional expenses for Simba's veterinary treatment, to her considerable financial loss.

11. As a further result of the defendant's negligence, the plaintiff missed time from work, sustaining lost wages.

12. As a further result of the defendant's negligence, the plaintiff has continued to incur additional veterinary bills to treat Simba, and she will continue to incur these expenses in the future.

WHEREFORE, the plaintiff seeks:

1. Money damages
2. Double/treble damages as to Count Two.
3. Exemplary damages as to Count Three.

THE PLAINTIFF, LISA TAYLOR-AUSTIN

BY:  \_\_\_\_\_

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**STATEMENT OF AMOUNT IN DEMAND**

The plaintiff seeks money damages in excess of FIFTEEN THOUSAND (\$15,000.00)  
DOLLARS, excluding interest and costs.

THE PLAINTIFF, LISA TAYLOR-AUSTIN

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Disclaimer:

“Lisa Taylor-Austin believes there was merit to her claims that Dr. Deforge negligently cared for her cat, Simba, and that he misrepresented whether he was a Board-certified dental specialist. Dr. Deforge denies these claims and asserts that the Department of Public Health’s veterinary board cleared him of any wrong doing. However, Dr Deforge agreed to pay \$7,500.00 to compensate Ms. Taylor-Austin because he believed the risks inherent in any lawsuit and the cost of missing two weeks from his practice made it imprudent to go to trial.”

Note: My guardian’s costs for my medical care and all legal avenues exceeded \$20,000.