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COMMONWEALTH OF KENTUCKY
KENTON CIRCUIT COURT
DIVISION _____
CASE NO. 20-CI-_____

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DELANA SANDERS

PLAINTIFFS

-and-

EDWARD ROBERT SANDERS

VS.

**ERLANGER VETERINARY HOSPITAL
A/K/A STANLEY A. HASTINGS, P.S.C.
A/K/A NORTHERN KENTUCKY VETERINARY
SURGERY CENTER
3414 Dixie Highway
Erlanger, Kentucky 4101**

DEFENDANTS

SERVE: Stanley A. Hastings
3414 Dixie Highway
Erlanger, Kentucky 41018

-and-

STANLEY A. HASTINGS, D.V.M.

3414 Dixie Highway
Erlanger, Kentucky 41018

-and-

TONY SCHUMANN, D.V.M.

A/K/A ANTHONY KYLE SCHUMANN
3414 Dixie Highway
Erlanger, Kentucky 41018

-and-

ASHLEY DEWEES, D.V.M.

3414 Dixie Highway
Erlanger, Kentucky 41018

-and-

ANDREW PFAEHLER, D.V.M.

3414 Dixie Highway
Erlanger, Kentucky 41018

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COMPLAINT AND JURY DEMAND

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Plaintiffs, Delana Sanders and Edward Robert Sanders, for their Complaint and causes of action against Defendants, Stanley A. Hastings, PSC; Erlanger Veterinary Hospital; Northern Kentucky Veterinary Surgery Center; Stanley A. Hastings, DVM; Tony Schumann, DVM a/k/a Anthony Kyle Schumann; Ashley DeWees, DVM; and Andrew Pfaehler, DVM; state:

IDENTITY OF PARTIES; JURISDICTION AND VENUE

1. Plaintiffs, Delana Sanders and Edward Robert Sanders, were at the times relevant to this action, residents and citizens of Kenton County, Kentucky. Delana Sanders and Edward Robert Sanders are husband and wife. At all times relevant, Plaintiffs owned a pure bred Labrador Retriever with excellent lineage named Colonel Sanders.

2. Defendant, Stanley A. Hastings, PSC is a Kentucky corporation conducting business in Kenton County, Kentucky as a veterinary office. Defendant, Erlanger Veterinary Hospital and Northern Kentucky Veterinary Surgery Center are assumed names of Stanley A. Hastings, PSC. Stanley A. Hastings, PSC, doing business as Erlanger Veterinary Hospital and Northern Kentucky Veterinary Surgery Center, at all relevant times represented and held itself out to be capable of providing competent hospital facilities, services, personnel and veterinary medical care for the animals owned by the residents of Kenton County, including the pet of Delana Sanders and Edward Robert Sanders. Plaintiffs, Shannon Marks.

3. In June 2019 and thereafter, Stanley A. Hastings, PSC, doing business as Erlanger Veterinary Hospital, through its actual or apparent agent(s), representative(s), and employee(s), undertook and assumed the duty, for consideration, of providing veterinary medical care, facilities, and personnel for the care and treatment of Colonel Sanders, including but not limited to examination, evaluation, testing, observation, monitoring, diagnosis, management and treatment. On August 22, 2019, Stanley A. Hastings, PSC, doing business as Erlanger Veterinary Hospital, through its actual or apparent agent(s),

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representative(s), and employee(s), undertook and assumed the duty, for consideration, of providing medical care, facilities, and personnel for the care and treatment of Colonel Sanders, including but not limited to examination, evaluation, testing, observation, monitoring, diagnosis, management and treatment of temperature and leg pain. Defendants employed veterinarians including but not limited to Dr. Stanley A. Hastings, Dr. Tony Schumann a/k/a Anthony Kyle Schumann, Dr. Ashley DeWees, and Dr. Andrew Pfahler, to provide veterinary care and treatment to the animals owned by residents of Kenton County, including Colonel Sanders, the pet of Plaintiffs.

4. At all times relevant to this action, Colonel Sanders was a patient of and a veterinary-client-patient relationship existed between Colonel Sanders, Plaintiffs, and the Defendants, Stanley A. Hastings, PSC, Dr. Stanley A. Hastings, Dr. Tony Schumann, Dr. Ashley DeWees, and Dr. Andrew Pfahler, and other physicians employed by Stanley A. Hastings, PSC doing business as Erlanger Veterinary Hospital.

5. At all times material to this action, Defendant, Stanley A. Hastings, DVM [hereinafter Dr. Hastings], was a doctor of veterinary medicine licensed by the Commonwealth of Kentucky and practicing veterinary medicine in Kenton County, Kentucky. At all relevant times, Dr. Hastings was the owner and employee and/or agent of Stanley A. Hastings, PSC with the assumed names of Erlanger Veterinary Hospital and Northern Kentucky Surgical Center.

6. Dr. Hastings held himself and Erlanger Veterinary Hospital out to be exceptional at veterinary medicine and the diagnosis, management and care of animals, including Colonel Sanders. Dr. Hastings was, at all times relevant to this action, the owner and operator of, as well as an agent or employee of Defendant, Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center, and acting within the scope of such relationship. Dr. Hastings had a duty to hire, train, oversee, manage, and retain competent veterinarians to provide care and treatment for client-patients at Stanley A. Hastings, PSC. Dr. Hastings had a duty to create and implement appropriate policies and procedures to ensure appropriate veterinary medical care was provided to client-patients of Stanley A. Hastings, PSC. On August 22, 2019, and thereafter, Dr. Hastings

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undertook and assumed the duty, for consideration, of providing medical care, including but not necessarily limited to the examination, evaluation, testing, observation, monitoring, diagnosis, management, referral, and treatment to Colonel Sanders. Dr. Hastings and Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center are jointly and severally liable to Plaintiffs for the joint, several, or aggregate fault of one another.

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7. At all times material to this action, Defendant, Tony Schumann, DVM, a/k/a Anthony Kyle Schumann [hereinafter Dr. Schumann], was a doctor of veterinary medicine licensed by the Commonwealth of Kentucky and practicing veterinary medicine in Kenton County, Kentucky. At all relevant times, Dr. Schumann was the employee and/or agent of Stanley A. Hastings, PSC with the assumed names of Erlanger Veterinary Hospital and Northern Kentucky Surgical Center.

8. Dr. Schumann held himself and Erlanger Veterinary Hospital out to be exceptional at veterinary medicine and the diagnosis, management and care of animals, including Colonel Sanders. Dr. Schumann was, at all times relevant to this action, acting as an agent or employee of Defendant, Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center, and acting within the scope of such relationship. On August 22, 2019, and thereafter, Dr. Schumann undertook and assumed the duty, for consideration, of providing medical care, including but not necessarily limited to the examination, evaluation, testing, observation, monitoring, diagnosis, management, referral, and treatment to Colonel Sanders. Dr. Schumann and Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center are jointly and severally liable to Plaintiffs for the joint, several, or aggregate fault of one another.

9. At all times material to this action, Defendant, Ashley Dewees, DVM, [hereinafter Dr. Dewees], was a doctor of veterinary medicine licensed by the Commonwealth of Kentucky and practicing veterinary medicine in Kenton County, Kentucky. At all relevant times, Dr. Dewees was the employee and/or agent of Stanley A. Hastings, PSC with the assumed names of Erlanger Veterinary Hospital and Northern Kentucky Surgical Center.

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10. Dr. Dewees held herself and Erlanger Veterinary Hospital out to be exceptional at veterinary medicine and the diagnosis, management and care of animals, including Colonel Sanders. Dr. Dewees was, at all times relevant to this action, acting as an agent or employee of Defendant, Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center, and acting within the scope of such relationship. On September 6, 2019, and thereafter, Dr. Dewees undertook and assumed the duty, for consideration, of providing medical care, including but not necessarily limited to the examination, evaluation, testing, observation, monitoring, diagnosis, management, referral, and treatment to Colonel Sanders. Dr. Dewees and Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center are jointly and severally liable to Plaintiffs for the joint, several, or aggregate fault of one another.

11. At all times material to this action, Defendant, Andrew Pfahler, DVM, [hereinafter Dr. Pfahler], was a doctor of veterinary medicine licensed by the Commonwealth of Kentucky and practicing veterinary medicine in Kenton County, Kentucky. At all relevant times, Dr. Pfahler was the employee and/or agent of Stanley A. Hastings, PSC with the assumed names of Erlanger Veterinary Hospital and Northern Kentucky Surgical Center.

12. Dr. Pfahler held himself and Erlanger Veterinary Hospital out to be exceptional at veterinary medicine and the diagnosis, management and care of animals, including Colonel Sanders. Dr. Pfahler was, at all times relevant to this action, acting as an agent or employee of Defendant, Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center, and acting within the scope of such relationship. On September 10, 2019, and thereafter, Dr. Pfahler undertook and assumed the duty, for consideration, of providing medical care, including but not necessarily limited to the examination, evaluation, testing, observation, monitoring, diagnosis, management, referral, and treatment to Colonel Sanders. Dr. Pfahler and Stanley A. Hastings, PSC d/b/a Erlanger Veterinary Hospital and Northern Kentucky Surgical Center are jointly and severally liable to Plaintiffs for the joint, several, or aggregate fault of one another.

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13. Defendants had a duty to comply with all Kentucky Administrative Regulations and Revised Statutes pertaining to veterinarians licensed in the Commonwealth of Kentucky, including but not limited to Section 201, Chapter 16 of Kentucky Administrative Regulations and Kentucky Revised Statutes Section 321.

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JURISDICTION AND VENUE

14. The matters in controversy in this action, exclusive of interest and costs, exceed the minimum jurisdictional limits of this Court.

15. Venue is proper in the Kenton County Circuit Court because the cause of action accrued in Kenton County, Kentucky.

NEGLIGENCE

16. On or about August 22, 2019, Plaintiff, Delana Sanders, presented her pet, Colonel Sanders, to Erlanger Veterinary Hospital, a/k/a Stanley A. Hastings, PSC and Northern Kentucky Surgical Center because Colonel was limping and felt warm. Defendants, Dr. Hastings and Dr. Schumann diagnosed Colonel's condition as "growing pains" or panosteitis of left humerus. Delana Sanders was advised this condition would eventually go away, however it could take weeks to resolve and the only treatment available was management of pain. Colonel Sanders continued to have pain the next day. Delana Sanders advised Erlanger Veterinary Hospital staff there was a gash on the top of his foot that had scabbed over. Colonel Sanders was evaluated again on August 28.

17. On September 3, 2019, Delana Sanders reported to Erlanger Veterinary Hospital that Colonel was having pain again. Additional pain medication was prescribed. On September 6, 2019, Dr. Dewees evaluated Colonel Sanders. It was noted that Colonel Sanders had a fever and was hot to the touch, was lethargic, panting, and would only eat if he was hand-fed. The pain now appeared to be in both the front and rear left legs. While in the presence of Dr. Dewees, Colonel Sanders' muscles started spasming repeatedly. Dr. Dewees witnessed the spasms and advised they were caused by a great deal of pain. Dr. Dewees did not order any films to compare to the prior films and did not perform any lab

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tests. Dr. Dewees changed the pain medication to acetaminophen with codeine and added steroids and again advised Delana Sanders this was a condition Colonel Sanders would have to simply endure until it resolved.

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18. Colonel Sanders' condition worsened and the next day, September 7, 2019, which was a Friday, Delana Sanders advised Erlanger Veterinary Hospital of Colonel Sanders' condition. Dr. Dewees advised Delana Sanders that she could bring Colonel Sanders into the facility where he would be left in a crate with soft blankets, there no one would be present at the facility to monitor him, no additional medications would be given, but they would try to make him comfortable before they left for the evening. Delana Sanders declined to take him to the facility when she was advised no additional care or treatment would be provided and he would be left alone at the facility. Delana Sanders was advised once again this was a painful condition that simply needed to take its course and there was nothing that could be done except to keep him comfortable and manage his pain.

19. Over the weekend, Delana Sanders tried pet grade CBD oil and Colonel appeared to feel somewhat better and on Sunday we was trying to walk around. By Monday, September 10, 2019, however he began having spasms again and was unable to walk. Again, Delana Sanders took Colonel Sanders in for another evaluation. No tests were performed. Dr. Dewees advised Delana Sanders again this was simply a condition that may take an additional few weeks to resolve.

20. On September 11, 2019, Dr. Dewees recommended a fentanyl patch with a vest to prevent Colonel Sanders from touching the patch because death could result if he ingested anything on the patch. Delana Sanders was advised not to touch it without gloves. Knowing a fentanyl patch is an extremely powerful pain medication typically reserved for cancer patients, Delana Sanders asked whether any other condition could be causing the fever and pain and whether there were any other tests that could be performed. Delana Sanders took Colonel Sanders back to Erlanger Veterinary Hospital once again and asked for more testing to be performed. After performing a CBC, which revealed Colonel Sanders was suffering from an infection, Dr. Hastings informed Delana Sanders he would like to start antibiotics however, he could not begin treatment until blood could be drawn for a culture.

Dr. Hastings stated they did not have the tubes needed to draw the blood so antibiotic treatment would be delayed. Delana Sanders requested they tell her where to purchase the supplies and she would obtain or whether she could obtain them from local hospitals. Dr. Hastings asked the staff to call MedVet in Cincinnati, an emergency veterinary hospital. MedVet had the supplies needed however Erlanger Veterinary Hospital did not have anyone to pick up the supplies. Delana Sanders drove to MedVet, picked up the tubes, and rushed back to Erlanger Veterinary Hospital. The blood culture was drawn and she was assured antibiotics would be given to Colonel Sanders.

21. Delana Sanders was advised that films revealed that Colonel Sanders had pathologic fractures on both his front and rear leg. Colonel Sanders' leg had swollen dramatically overnight while at Erlanger Veterinary Hospital and would need to be drained. Delana Sanders asked whether she should take Colonel Sanders to MedVet to have this performed. Dr. Hastings advised if the surgery was not performed immediately that Colonel may not survive. Delana Sanders gave permission to perform the surgery at Erlanger Veterinary Hospital.

22. After the surgery, Dr. Hastings contacted Delana Sanders and Edward Sanders and told them they needed to make some decisions regarding Colonel. When Delana Sanders and Edward Sanders arrived, they were advised that the only chance Colonel Sanders had to survive was to allow MedVet to perform surgery to repair the fractures. The staff at Erlanger Veterinary Hospital loaded Colonel into the trunk of Delana Sanders' car and she transported him to MedVet.

23. MedVet immediately started IV antibiotics and almost overnight Colonel appeared to feel better and was wagging his tail. The surgeon informed Delana Sanders that Colonel Sanders never had panosteitis, that he had an infection that was responding to antibiotics. The surgeon would have to repair the fractures in his leg with plate and screws however, he would have to completely remove the head and neck of the femoral bone because the bacteria had eaten away so much of the bone it was not salvageable. The surgeon advised that if Colonel Sanders continued to respond to the antibiotics, he would survive and would be able to walk. Within a few days after surgery, Colonel Sanders was well

enough to return to the Sanders' Family home. It was revealed that the bacteria that caused the fractures was susceptible to every antibiotic meaning had any antibiotic been given over a longer course, it would have eradicated the bacteria and would not have eaten away his bones causing the fractures.

24. Defendants negligently failed to conduct a sufficient examination, perform the appropriate work-up, order the appropriate tests, make the appropriate diagnosis, or render appropriate care and treatment or make appropriate referrals to care for and treat Colonel Sanders' condition.

25. Defendants failed to recognize and diagnose that Colonel Sanders was suffering from an infection. As a result of Defendants' negligent failure to diagnose Colonel Sanders' condition and negligent failure to appropriately treat his condition, Colonel Sanders suffered significant pain and injury and permanent injury. The Plaintiffs incurred substantial expense for the care and treatment of Colonel Sanders that would have been unnecessary had Colonel Sanders' condition been appropriately diagnosed and treated.

26. Each of the Defendants herein, personally, or through his, her and/or its respective actual, ostensible, or apparent agent(s), representative(s), servant(s), and/or employee(s) undertook the duty to render medical care, management, monitoring, and treatment to Colonel Sanders.. It was the duty of each Defendant and/or his actual, ostensible, or apparent agent(s), employee(s), representative(s) or servant(s), to exercise reasonable care in rendering veterinary medical care to Colonel Sanders.

27. The Defendants, and each of them, acting directly and/or through their respective agents or employees deviated from appropriate standards of veterinary medicine care; failed to exercise that degree of care and skill ordinarily exercised by reasonably competent veterinarians and were, thus, negligent, in rendering care to Colonel Sanders. The negligence of the Defendants, and/or the Defendants' actual, ostensible, or apparent agent(s), representative(s), or employee(s) was a substantial factor in causing and the direct and proximate cause of Colonel Sanders' injuries and damages incurred by Plaintiffs, herein complained of.

28. Defendants, Stanley A. Hastings, DVM and Stanley A. Hastings, PSC, failed to create and implement appropriate policies and procedures to insure appropriate and competent care was provided to client patients. Defendants, Stanley A. Hastings, DVM and Stanley A. Hastings, PSC, failed to hire, educate, train, manage, and retain staff, including but not limited to Defendants, to insure appropriate and competent care was provided to client patients. The failure to perform those duties resulted in the injuries and damages described within this Complaint.

29. Plaintiffs are entitled to recover from the Defendants damages in an amount, in excess of the minimum jurisdictional limits of this Court, to fairly and adequately compensate them for their losses.

30. As a direct and proximate result of Defendants' negligence and gross negligence, Colonel Sanders suffered extensive physical pain and suffering, Delana Sanders suffered extensive anxiety and emotional suffering, and Plaintiffs incurred substantial expense in emergency medical care costs, out of pocket expenses, and likely will incur future medical care costs. In addition, as a result of Defendants' negligence and gross negligence, the opportunity to breed Colonel Sanders has been lost and any income that would have been derived therefrom. Also as a result of Defendants' negligence and gross negligence, Plaintiffs have lost the opportunity to train Colonel Sanders for competitions. Plaintiffs are entitled to recover damages to sufficiently compensate them for all damages and expenses incurred as a result of Defendants' negligence.

WHEREFORE, Plaintiffs demand:

- A. Trial by jury;
- B. Judgment against the Defendants for compensatory damages, in an amount to be determined by a jury based upon the evidence at trial, in excess of the minimum jurisdictional limits of this court and sufficient to fully and justly compensate Plaintiffs for the losses, damages and expenses, past and future, which they have suffered and will suffer in the future as a proximate result of the acts of the Defendants stated herein;
- C. Their costs expended herein, including attorney's fees; and

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D. All further and other relief to which they may appear entitled.

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/s/ Robert E. Sanders

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