

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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MARIANA PARDO, :
:
Plaintiff, :
:
v. :
:
TOMAS INFERNUSO DVM, P.C. d/b/a :
ANIMAL SURGICAL CENTER and TOMAS :
INFERNUSO in his individual and professional :
capacities, :
:
Defendants. :
----- X

Case No: 2:24-cv-190

COMPLAINT

Jury Trial Demanded

Plaintiff Dr. Mariana Pardo (“Dr. Pardo” or “Plaintiff”) alleges against Defendants Tomas Infernuso DVM, P.C., d/b/a/ Animal Surgical Center (“ASC” or the “Company”) and Tomas Infernuso (“Dr. Infernuso”) (collectively, “Defendants”) as follows:

PRELIMINARY STATEMENT

1. Dr. Mariana Pardo is a highly accomplished veterinary doctor who has dedicated her career to both the well-being of her patients and the betterment of the veterinary profession as a whole. Her extensive schooling and training, compounded with her commitment to mentorship and teaching, makes her extremely well-regarded in the field. For this reason, she was heavily recruited to join Dr. Tomas Infernuso’s Animal Surgical Center in 2022. Even though she expressed reluctance to join given the terms of employment initially offered, Dr. Infernuso promised Dr. Pardo that her contract would be finalized eventually, and assured her she would have all the benefits and compensation she sought as part of her employment.

2. However, not only did Dr. Infernuso fail to follow through on his promises, he also lured Dr. Pardo into a highly dysfunctional and unethical veterinary practice. Dr. Pardo quickly became aware of a litany of unlawful and unethical practices taking place at ASC. Many

unlawful practices concerned the very foundation of veterinary medicine—ASC was (i) using unlicensed veterinary technicians for procedures, (ii) engaged in unsafe administration of controlled substances and (iii) providing egregiously substandard medical care. All of this exposed ASC’s patients—peoples’ cherished pets—to serious danger and the Company to serious liability. Dr. Pardo also witnessed and spoke up against discriminatory practices she witnessed by Dr. Infernuso against other doctors and veterinary staff. She promptly reported and sought to correct these practices, but Dr. Infernuso retaliated against Dr. Pardo for raising protected complaints by harassing her, refusing her pregnancy accommodations and eventually terminating her employment—only weeks after she announced that she was pregnant.

3. Dr. Pardo seeks declaratory, injunctive and equitable relief, as well as monetary damages, to redress unlawful employment practices committed by Defendants against Dr. Pardo, including the acts of discrimination and retaliation in violation of the Family Medical Leave Act, 29 U.S.C. §§ 2601 *et seq.* (“FMLA”), the New York State Human Rights Law, N.Y. Exec. Law §§ 290 *et seq.* (“NYSHRL”) and the New York Labor Law (“NYLL”) § 740.

JURISDICTION & VENUE

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1343, as this action involves federal questions regarding the deprivation of Plaintiff’s rights under the FMLA. The Court has supplemental jurisdiction over Plaintiff’s related claims arising under state and local law pursuant to 28 U.S.C. § 1367(a).

5. Pursuant to 28 U.S.C. § 1391, venue is proper in this district because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

ADMINISTRATIVE PREREQUISITES

6. Plaintiff will file a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”) alleging unlawful discrimination and retaliation in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”) and will include a claim under Title VII following the conclusion of the administrative proceedings.

7. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

8. Plaintiff Dr. Mariana Pardo, BVSc, MV, DACVECC, worked as the Emergency and Critical Care Medical Director of ASC. At all relevant times, Dr. Pardo met the definition of an “employee” and/or “eligible employee” under all applicable statutes. Dr. Pardo is a resident of the State of New York.

9. Defendant ASC is a domestic professional corporation with its principal place of business located at 2373 Hempstead Turnpike, East Meadow, New York 11554. Its jurisdiction is within the State of New York. At all relevant times, the ASC met the definition of an “employer” or “covered employer” under all applicable statutes.

10. Defendant Tomas Infernuso is the founder, owner and medical director at ASC. At all relevant times, Dr. Infernuso had the authority to discipline and fire Plaintiff, direct her work activities, assign her job responsibilities and monitor her performance. Accordingly, at all relevant times, Dr. Infernuso was an “employer” or “covered employer” within the meaning of all applicable statutes.

FACTUAL ALLEGATIONS

I. Background

A. The State of Veterinary Medicine

11. Veterinary medicine is a particularly stressful and emotional field. Veterinarians and veterinary technicians face a litany of challenges, such as treating patients who cannot communicate their ailments; navigating challenging medical procedures and medications that vary greatly depending on size, age and breed of the patient; struggling with increased costs of veterinary care and the burdens it places on pet owners; and serving as counselors and advisors to pet owners who are often faced with devastating and difficult decisions concerning their furred family members.

12. These issues have been well documented, particularly in the last few years, as the pandemic placed added strain on this already challenging profession. For instance, employee turnover and attrition levels are extremely high in veterinary medicine, where the average turnover for veterinarians is twice as high as it is for physicians in other medical practices.¹ Veterinary technicians similarly suffer from high turnover, some of the highest in all of health care.

13. This high turnover rate has led to a shortage of veterinarians, and especially of veterinary staff. In January 2022, in the Merck Animal Health Veterinarian Wellbeing Study III (the “Merck study”), researchers found that a shortage of veterinary staff, compounded with stress and suicide, are the most critical issues facing the profession.² The Merck study also

¹ See e.g., Salois, Matthew and Gail Golab, “Are we in a veterinary workforce crisis?,” Journal of American Veterinary Medical Association News (Sept. 15, 2021), <https://www.avma.org/javma-news/2021-09-15/are-we-veterinary-workforce-crisis>.

² See e.g., Merck Animal Health, “Veterinary Mental Health and Wellbeing and How to Improve Them: Learnings from the Merck Animal Health Veterinarian Wellbeing Study III” (Jan. 2022), https://www.merck-animal-health-usa.com/wp-content/uploads/sites/54/2022/02/2021-PSV-Veterinary-Wellbeing-Presentation_V2.pdf.

found that “the percentage of veterinarians with serious psychological distress has increased since 2019” and that stress and burnout have been even worse for veterinary staff.

14. Veterinarians are especially prone to a phenomenon known as “moral distress,” wherein someone is prevented from doing what they know is right, leading to extreme stress. Studies have found that those tasked with the care of animals experience such moral distress several times per week.³

15. The psychological toll on the profession is profound: One in six veterinarians consider suicide at some point in their career; a 2019 study from the Centers for Disease Control and Prevention (“CDC”) found that nearly 400 veterinarians died by suicide between 1979 and 2015.⁴ The CDC study also analyzed suicide rates by gender, finding that female veterinarians are up to 3.5 times more likely to die from suicide as the general population.

16. The higher risk of severe mental distress for women is further notable because over 65% of veterinarians in the United States are women.⁵

17. Even so, women in veterinary medicine earn less than their male counterparts: a March 2021 study found an annual gender salary difference of nearly \$100,000 among the higher earners in the industry. The study’s senior author, Dr. Clinton Neill, attributes some of this pay gap to discrimination, stating in an interview that “I think a large part of this has to do with biased views on women and childbearing—specifically as it relates to age.”⁶ As the study

³ See e.g., Moses, Lisa, Monica Malowney, and Jon Wesley Boyd, “Ethical conflict and moral distress in veterinary practice: A survey of North American Veterinarians,” *Journal of Veterinary Internal Medicine* (Oct. 15, 2018), <https://doi.org/10.1111/jvim.15315>.

⁴ See e.g., Centers for Disease Control and Prevention Newsroom, “New Study Finds Higher than Expected Number of Suicide Deaths among U.S. Veterinarians” (Dec. 20, 2018), <https://www.cdc.gov/media/releases/2018/p1220-veterinarians-suicide.html>.

⁵ See e.g., American Veterinary Medical Association Reports – U.S. veterinarians (2022), <https://www.avma.org/resources-tools/reports-statistics/market-research-statistics-us-veterinarians>.

⁶ See e.g., Wuest, Patricia, “Assessing the Gender Pay Gap in Veterinary Medicine,” *Today’s Veterinary Practice* (Aug. 4, 2021), <https://todaysveterinarypractice.com/diversity-equity-inclusion/assessing-the-gender-pay-gap-in-veterinary-medicine/>

acknowledged, these deeply-entrenched and systematic issues have long-lasting impacts on females in the profession and their lifelong earnings.

B. ASC's Troubled History with Unlawful Conduct

18. Despite increased visibility and attention to these issues, Defendant ASC has not used this information as a call to action or apparently done anything to address these issues internally.

19. To the contrary, ASC has developed a track record of mistreating its employees, harassing and discriminating against employees and swiftly retaliating against employees who report misconduct.

20. Defendant Dr. Infernuso has previously faced legal trouble concerning his employment practices: in 2021, ASC's former Chief Executive Officer, Cliff Saffron ("Mr. Saffron"), filed suit in New York State Supreme Court alleging that he was terminated after he reported and tried to take remedial action to correct Dr. Infernuso's offensive and sexual harassing conduct. Mr. Saffron further alleged that Dr. Infernuso's practice inappropriately advertised the expertise of its veterinary surgeons. See Saffron v. Animal Surgical Center et al., No. 604661/2021 (N.Y. Sup. Ct. Nassau Cty.).

21. ASC and Dr. Infernuso's unfortunate pattern of abusive behavior has continued despite the state of veterinary medicine broadly and the Saffron matter specifically calling attention to the problems at ASC.

22. Instead of working to change his behavior and commit to establishing an ethical and law-abiding veterinary practice, Dr. Infernuso has instead continued to rule over ASC in a hostile and harassing manner, showing no regard for the well-being of his employees, and exhibiting absolute intolerance for any employee who dares to oppose his wrongful practices.

23. Dr. Mariana Pardo was one such employee whose commitment to the profession and her colleagues led her to work tirelessly to rectify a litany of unlawful and unethical practices that regularly took place at ASC. After raising complaints regarding numerous unlawful conditions of the workplace and speaking up on behalf of other ASC employees—all protected activity under the law—Dr. Infernuso orchestrated a series of retaliatory actions against Dr. Pardo, culminating in the termination of her employment only weeks after she had announced that she was pregnant.

II. Dr. Pardo's Background and Employment at ASC

A. Dr. Pardo's Credentials and Career

24. Dr. Pardo is a skilled and accomplished veterinary practitioner. Originally from Chile, Dr. Pardo received her Bachelor of Veterinary Sciences and Veterinary Doctor degree from Universidad Mayor in 2009. After serving as an Intensive Care Unit (“ICU”) Head Veterinary Technician and as an anesthetist in Miami, Florida, she went on to complete two emergency and critical care internships: first at the University of Georgia, and then at the University of Florida. She pursued her emergency and critical care residency at Cornell University from 2015 to 2018. In 2018, she became a Diplomate of the American College of Veterinary Emergency and Critical Care, thereby becoming the first female board-certified emergency and critical care specialist from Latin America.

25. Along with these impressive credentials, Dr. Pardo is highly active academically in her field—she has published multiple articles in publications like the Journal of Veterinary Emergency and Critical Care and the Journal of Medical Toxicology, has authored multiple chapters in veterinary textbooks, has displayed a passion for teaching, and regularly shares accessible continuing education on her professional Instagram account @criticalcareveterinarian.

26. She has also published articles about diversity and inclusion in veterinary medicine and sought to create an inclusive work environment in every veterinary practice of which she has been a part. To that end, Dr. Pardo is a founding member of the American College of Veterinary Emergency and Critical Care's Diversity, Equity, and Inclusion ("DEI") Committee, served a two-year term as the mentorship director of the Latinx Veterinary Medical Association and is on the advisory board of Pawsibilities, a platform that promotes DEI and mentorship in the veterinary profession. In 2023, Dr. Pardo received the DVM360 Veterinary Heroes award for Best Emergency Veterinarian of the Year, a testament to her remarkable skills and profound influence in the profession.

B. ASC Aggressively Recruits Dr. Pardo to Join Its Practice

27. Given Dr. Pardo's reputation, it is not surprising that Dr. Infernuso aggressively recruited Dr. Pardo to join his practice starting in the summer of 2021 as he wanted to develop an Emergency Room ("ER") and ICU as part of ASC's practice, something it did not previously have as part of its offerings.

28. Dr. Infernuso first contacted Dr. Pardo through her social media account, offering Dr. Pardo a position at ASC. Dr. Pardo refused the offer as she was already happily employed as an emergency criticalist at the White Plains, New York location of the nationally recognized Veterinary Emergency Group ("VEG"). Dr. Pardo nevertheless offered her expertise to Dr. Infernuso free of charge, giving him suggestions and advice on how to set up a veterinary ER/ICU.

29. Dr. Infernuso was persistent in trying to poach Dr. Pardo from her existing practice. He invited Dr. Pardo to tour the Oceanside location of ASC in the winter of 2021, and

established an overly familiar rapport with Dr. Pardo, even inviting her to his wedding in the spring of 2022.

30. After nearly a year of Dr. Inferuso attempting to recruit her, Dr. Pardo began to entertain more serious conversations about leaving her position at VEG. She was explicit, however, about what terms of employment would be necessary for her to leave her highly compensated position.

31. Specifically, Dr. Pardo was completely transparent with Dr. Inferuso that she wanted to become a mother in the near future, and noted that if she were to leave VEG, she would need to be guaranteed the equivalent of the particularly robust maternity benefits and leave policy provided in her existing job. Dr. Pardo also explained that if she were to switch positions, she would require flexibility in her new schedule to allow her to spend time doing speaking engagements and teaching continuing education courses. She also made clear that given her pay rate at VEG, she would expect to be similarly compensated by ASC, including sharing in a percentage of emergency room production and being entitled to equity in the company.

32. In conversations spanning from May to July 2022, Dr. Inferuso repeatedly made promises to Dr. Pardo that a position at ASC would accommodate all her reasonable requests.

33. On May 12, 2022, Dr. Pardo received an initial offer letter from ASC. However, the offer letter failed to account for most of the terms she had discussed with Dr. Inferuso. The letter did not reference the maternity benefits or leave policies offered, did not reference the schedule accommodations she sought for speaking and teaching engagements, did not include a percentage of production as part of Dr. Pardo's compensation and only contained a vague reference to "future phantom equity" grants. Dr. Pardo was therefore hesitant to move forward

with ASC, and, considering her steady employment and other promising job offers, she did not reengage in her discussions with Dr. Infernuso until July 2022.

34. In early July 2022, Dr. Pardo sent Dr. Infernuso a series of questions about the potential position at ASC, reiterating many of her concerns about ASC's insurance and maternity leave policies, the vague equity offer and what flexibility would be permitted in her schedule. Dr. Infernuso responded by text message, noting that he was "honored to have [Dr. Pardo] on board because we are 100 percent aligned," and stating that "We want you to be part of ASC so we will do whatever it takes."

35. Over a lunch meeting shortly thereafter, Dr. Infernuso again verbally promised Dr. Pardo all the employment terms she requested. He assured Dr. Pardo that he had investigated VEG's benefits, and that ASC would match all of VEG's policies if Dr. Pardo joined his practice. Based on these representations, and because Dr. Infernuso assured her that they would continue to formalize her employment agreement, Dr. Pardo signed a revised offer letter with ASC on July 23, 2022 for the position of Veterinary Critical Care Specialist.

C. Dr. Pardo Begins Her Employment at ASC

36. Dr. Pardo started in her position at ASC remotely in September 2022 while simultaneously completing her position with VEG. She quickly realized that her position would require extensive administrative work beyond serving in a criticalist role; indeed, Dr. Pardo would need to essentially start from scratch in creating the emergency department in ASC's Oceanside location.

37. Dr. Pardo was tasked with setting up standard protocols for the department, recruiting employees, creating staff schedules and marketing the emergency care practice.

Although Dr. Inferuso had represented that his company was thriving economically, Dr. Pardo was provided with no budget for this monumental task.

38. When she started, Dr. Pardo was told that the ASC emergency department would need to open in a matter of weeks—a process that under normal circumstances would take a year or more to complete. Despite the many challenges she faced, she approached the role with enthusiasm. She successfully opened the Oceanside location’s emergency department by November, and by December, the department was open 7 nights a week, and 24 hours on the weekends.

39. Within a few short months, she hired and onboarded employees, established protocols and initiated training and teaching programs for all staff. She was also in charge of holding one-on-one meetings with all emergency doctors to go over patient invoices, sales, goals and challenges, as well as addressing performance reviews and having one-on-one conversations with ASC staff. She updated protocols for the entire practice, including for anesthesia, cardiopulmonary resuscitation (“CPR”), blood donations, transfusion monitoring, patient transfer, cleaning and filing incident reports. She also restructured the practice’s invoice system to mainstream pricing, find pricing errors and to audit patient invoices.

40. Additionally, Dr. Pardo contributed to marketing all aspects of ASC, from designing business cards, social media posts, marketing flyers and creating templates and letterhead for the business, to promoting the practice at conferences, lectures and in the local community. She also hired all new emergency room doctors and staff and was responsible for creating the emergency doctor schedule.

41. On top of all these responsibilities, Dr. Pardo also had clinical responsibilities, seeing patients herself and taking on clinical shifts, and was regularly on call 24/7, receiving regular calls after hours. Her efforts were acknowledged and well-received by others at ASC.

42. From the very start of her employment, especially given that the scope of her responsibilities was proving to be far greater than what had been represented to her, Dr. Pardo made concerted efforts to formalize her employment terms and benefits with ASC.

43. Around October 2022, Dr. Pardo requested documentation related to the equity grant referenced in her initial offer letter as well as paperwork evincing her entitlement to a percentage of emergency department productivity as Dr. Infernuso had promised.

44. Dr. Infernuso told Dr. Pardo he would speak to William Welsh, ASC's Director of Human Resources ("HR"), but discussions about her contract did not resume for many months after she started. Unfortunately, by that time, Dr. Pardo had observed and reported numerous unlawful practices and unethical conduct at ASC and had already begun to face backlash from Dr. Infernuso in response to her reporting of these matters and her advocacy on behalf of other employees.

III. Dr. Pardo Reports Numerous Instances of Illegal Medical Practices, Discriminatory Conduct and Hostile Work Environment and Faces Retaliation

45. From the outset, Dr. Pardo witnessed a litany of problematic practices at ASC—some offensive, some discriminatory, and many unlawful and unethical.

46. Her passion for making veterinary medicine a more inclusive, supportive, and ethical profession motivated her to address these many problems head-on, and she promptly escalated her concerns to Dr. Infernuso. Despite his reluctance to address the issues she raised, she pushed forward in documenting the serious errors and medical mistakes made by ASC, eventually creating a detailed spreadsheet detailing each problem of which she became aware.

47. In response to this protected activity, Dr. Inferuso swiftly retaliated as per his *modus operandi*. He became overly hostile, withdrew his previous guarantees regarding Dr. Pardo's compensation and other benefits, and began to demand that Dr. Pardo work longer hours.

48. This retaliation culminated in hostility and more adverse action following Dr. Pardo's announcement of her pregnancy. Eventually, in a final act of unlawful retaliation in response to her complaints and advocacy, Dr. Inferuso callously fired Dr. Pardo after she disclosed her pregnancy and at a time when she needed her employer's support more than ever.

A. ASC's Unlawful Use of Unlicensed Veterinary Technicians

49. One of the most concerning aspects of Dr. Pardo's position at ASC was that the practice did not hire enough staff with sufficient credentials and experience to handle the care administered in the emergency and surgery departments. And, Dr. Inferuso appeared to have little regard for ensuring that his practice abided by the multitude of laws and regulations surrounding veterinary medicine.

50. Specifically, Dr. Pardo quickly learned that non-credentialed assistants who had not completed the requisite schooling were performing work that could only be done by Licensed Eligible Veterinary Technicians ("LEVT"), such as monitoring anesthesia, performing venipuncture and administering intravenous medication. This practice was not only dangerous for the patients and stressful for the medical and support staff, but Dr. Pardo believed that it also violated a number of New York State laws and regulations concerning veterinary practices.

51. Under New York Education Law Article 135 (§§ 6700-6714), only individuals who have completed a four-year course of study, hold a diploma from a school of veterinary

science technology, and have passed an examination may be licensed to practice as a veterinary technician. Id. § 6711.

52. All other veterinary staff must perform their work under the supervision of a veterinarian; even the legal exemptions permitted for students in the midst of their education provide that those students may assist veterinarians but must be under their “immediate” or “direct” personal supervision. Id. § 6705.

53. Dr. Infernuso’s practice paid little attention to these very strict and clear-cut requirements. Dr. Pardo therefore frequently raised concerns to her boss about unlicensed staff performing duties that require a license or close supervision.

54. For example, in late January 2023, Dr. Pardo emailed the following:

We HAVE to protect ourselves *legally*, and we have been using these staff members in *illegal ways*. If this was to be reported it could cost us a big fine AND a veterinarian having their license suspended. We had an assistant complain on the floor that a *patient was overdosed because the person doing anesthesia is not licensed*. . . . License eligible techs *need to be supervised* meaning all doses are checked, all volumes are confirmed and there is an *LVT available to visually supervise*. . . . Regarding on call, because there is no supervising LVT, assistants cannot be scheduled for these shifts. We may need to rethink the availability of 24/7 surgery if we do not have staffing to fill every night.

(Emphasis added). Dr. Pardo followed up to note that “on ER we are making a mandatory double checking system for all drugs, one of those people must be an LVT or a doctor.” Dr. Infernuso, who was copied on this correspondence, tersely replied only to say about this extremely serious matter: “Noted. Thank you.”

55. But this widespread unlawful practice was not addressed. Only a few weeks later, in mid-March 2023, Dr. Pardo was again informed that veterinary surgeons were allowing assistants to administer intravenous injections. Specifically, a Licensed Veterinary Technician

(“LVT”) reported to Dr. Pardo that an assistant admitted that the assistant was often tasked with dosing medication in a syringe and inserting the medication into the intravenous catheter. There is no question that permitting a non-licensed assistant to perform these tasks violates New York law, and Dr. Pardo understood and believed the practice to be unlawful.

56. Dr. Pardo reported this troubling practice to Dr. Infernuso, writing by email that the assistant in question “is a genuine liability for the company and a danger to the patients.” Although Dr. Infernuso agreed with Dr. Pardo’s assessment and assured her he would rearrange this assistant’s responsibilities, no such action was taken, and Dr. Infernuso insisted on allowing this assistant to engage in surgery-related tasks that were only permitted to be performed by licensed veterinarians and veterinary technicians.

57. The misallocation of properly trained staff, in addition to violating laws and regulations, also presented compliance issues with ASC’s maintenance of appropriate patient records.

58. For instance, Dr. Pardo became aware that some surgeons were requiring emergency room staff to insert notes in the patient record and make treatment sheets for those patients. This practice not only put a strain on the limited emergency department staff at ASC, but as Dr. Pardo believed and understood, also violated New York State’s Guidelines for Professional Practice, which state that “[v]eterinarians must prepare contemporaneous, permanent treatment records which reflect the actual treatment or services rendered,” and that “[e]ach report, diagnosis, prognosis, and prescription made or issued by a corporation practicing veterinary medicine must bear the signature of one or more veterinarians who are in responsible charge of such report, diagnosis, prognosis, or prescription.” See Guidelines 5.14.

59. ASC's practice of having non-licensed staff complete medical records on behalf of veterinarians therefore ran afoul of these regulations, and Dr. Pardo therefore took steps to raise these concerns with Dr. Inferuso and Mr. Welsh.

B. Issues with Controlled Substances and Drug Administration

60. Dr. Pardo also raised related issues concerning ASC's practice of administering highly dangerous controlled substances such as fentanyl, which is regularly used as pain relief in veterinary surgeries.

61. Improper administration of drugs of this nature violates New York State's Guidelines on Professional Practice for Veterinarians ("Guidelines") and the regulations concerning recording and reporting controlled substances. Those rules state, among other things, that individuals licensed to distribute controlled substances (such as the medications given to ASC's patients) must maintain detailed records of the drugs distribution, the name and address of the patient receiving the drugs and the type and quantity of the drugs provided. See N.Y.C.R.R. Title 10, Part 80.48 (Records and reports of institutional dispensers) and New York State Controlled Substances Act, Article 33 § 3322.

62. In late January, Dr. Pardo was informed that fentanyl was being administered to patients as part of a constant rate infusion ("CRI"), and not part of a separate bolus of medication. Dr. Pardo immediately flagged this practice as inappropriate, telling both Dr. Inferuso and other ASC staff that giving a bolus dose in fluids was "not an option," as it did not allow for accurate dosing, especially for small animals, and therefore could not be logged appropriately as a controlled substance for each patient. As Dr. Pardo made clear in response, ASC's practice of diluting the pain medication in fluids meant that ASC could not maintain the legally required records concerning controlled substances.

63. Not only was fentanyl being administered incorrectly, but the drug was also being administered by non-licensed staff members, an incredibly dangerous—and illegal—practice.

See supra at § III(A).

64. At one point in January 2023, an assistant gave a patient 20 times the recommended amount of fentanyl, leading to an overdose. Dr. Pardo was luckily able to reverse the overdose, and once again needed to escalate her concerns about proper drug usage and ASC's unlawful use of unlicensed veterinary staff to Dr. Infernuso.

C. Issues with Sub-Standard Care

65. Along with repeatedly raising concerns over issues with unlicensed staff performing specialized work and issues with maintaining proper drug records, Dr. Pardo also raised concerns over ASC's compliance with general standards of care for veterinarians.

66. As set forth in the Guidelines, New York State licensed veterinarians and veterinary technicians should “exercise the same care, skill and diligence in treating patients consistent with that of other members of the veterinary medical profession in good standing,” should “conduct [their] practice on the highest plane of honesty, integrity and fairness in dealing with your clients and patients,” and should “treat all animals entrusted to you in keeping with professional standards of humane care and treatment.” See Guidelines 5.1; 5.2 and 5.7.

67. These Guidelines also provide guidance concerning practices like ASC, where multiple doctors work on varying shifts, such that coverage and proper record-keeping become particularly important:

To ensure adequate patient care and regulatory compliance, practitioners and clients must know who is responsible for the care of each patient at any time. This is especially critical for multi-doctor practices, specialty practices, and 24-hour facilities, where personnel shifts can make it difficult to know who is in charge of a

given case. Failure to maintain clear lines of responsibility can blur accountability and lead to poor patient care and client uncertainty.

See Guidelines 5.17.

68. On multiple occasions, Dr. Pardo expressed her belief that ASC was not abiding by these clear mandates.

69. From the very start of her employment, veterinarians, veterinary technicians and other staff would reach out to Dr. Pardo on a nearly daily basis with concerns about the standard of care for the patients.

70. By March of 2023, Dr. Pardo made explicit to Dr. Infernuso and others her belief that the care being provided to some patients was “sub-standard.” For instance, on March 9, 2023, Dr. Pardo wrote a long email to ASC’s Practice Manager, copying Dr. Infernuso, setting forth in detail how ASC’s emergency room staffing and capabilities were inadequate for the number and type of patients being seen at the facility, and as a result, patients were not receiving the care required under the law.

71. In the context of discussing a particular case in which a patient did not receive immediate care and monitoring, Dr. Pardo stated, “These cases are liabilities for us since we are provided [sic] sub-standard care, they are financially affecting us significantly AND they are affecting morale because the staff (both ER and Sx) feels they are not providing the care they should because they are either not trained or too busy.”

72. That same day, Dr. Pardo wrote another email that similarly stated, “Let’s make sure that we are honest about our capabilities and that the best care for that pet and their family will likely be provided somewhere else until our ER is 24/7.” Dr. Pardo told the Practice Manager that she would reiterate these serious concerns to Dr. Infernuso, even though he was copied on that correspondence.

73. Dr. Pardo received complaints about poor quality of care and sloppy mistakes that exposed patients to harm and ASC to legal risks. As a result, and outside of the normal course of business, Dr. Pardo began to contemporaneously document issues with equipment, staff oversight, lab work and communication between the emergency room and surgery staff—all of which constituted serious patient care concerns. Her hope was that in creating a log she could better report the issues to Dr. Infernuso, and therefore better effectuate change at the clinic.

74. Below is a small selection of the dozens of errors Dr. Pardo documented over only a few months at ASC:

- A dog with a cough was brought into the emergency room instead of into isolation, thereby risking the health of all other animals in the emergency room;
- A patient's liver biopsy was lost;
- Multiple medications that must be kept refrigerated were left out and were no longer safe to use;
- The surgery team performed CPR incorrectly, failed to follow post-CPR guidelines and did not have back up carbon dioxide or the crash cart readily available during CPR;
- On multiple occasions, patients were not provided with scheduled medications because a staff member without a medical license to practice veterinary care determined the pet did not need the medication;⁷
- A patient was placed in an oxygen cage, but the oxygen pump was not turned on;
- A blood pressure medication was provided undiluted, resulting in a ten-times overdose, which created extreme risk for arrhythmia and other complications;

⁷ On one particular day, *all* surgery patients in the facility were not provided with pain medications because veterinary technicians made the medical determination that the animals were sufficiently relaxed.

- A cat with highly contagious feline immunodeficiency virus (“FIV”) was housed with other cats, exposing the other patients to this terrible illness;
- A slide was stored incorrectly, making it difficult to use in diagnostics;
- A patient in the ICU was given two times the dose of medication in a pump that was set up by an assistant;
- A patient was discharged with medication instructions, but the staff could not find the medications and did not provide all medications to the pet’s owner upon discharge;
- A patient on a continuous rate infusion of fentanyl was found with an empty syringe, but because monitoring did not take place over several hours, it was unclear how long the syringe had been empty;
- Three separate patients’ bills had substantial errors on them, including overcharges, charges for services that were not completed and listing the wrong doctors as overseeing the patients;⁸
- During rounds, a doctor stated that stray cats should not receive an examination and should be euthanized instead;
- A fentanyl syringe pump had died, but instead of noting the low battery, the syringe had been unplugged and plugged into another animal’s pump;
- A patient was discharged with a post-surgical drain and the owners were not provided any discharge instructions on how to manage the drain at home;
- A patient that was to receive nothing by mouth was given food;
- A veterinary technician misread a label and administered the incorrect drug;
- An anti-nausea medication was not given because an assistant determined it was not needed;

⁸ Similar invoicing errors also were documented on other occasions.

- A medication was administered without dilution, and the medical record did not adequately reflect the protocol for injecting this medication;
- A patient's temperature was not taken as scheduled, and ended up being particularly high hours later;
- Staff found medical needles disposed of in the garbage instead of in proper receptacles;
- A patient was seen twice but never weighed, an important oversight in veterinary medicine as all medications and treatments are dosed based on animal weight;
- A remedy to heal wounds and stop bleeding was given to a patient overnight but no doctor or staff documented the treatment.

75. These issues were not merely technical violations of the law but had tangible impacts on ASC's patients. In one particularly egregious circumstance in April 2023, a dog named Rocket was transferred from ASC's East Meadow location to ASC's Oceanside location, but there was no communication about why the patient was transferred, and ASC's previous location had not created a treatment sheet or otherwise recorded a treatment plan for Rocket, despite the Guidelines' requirement concerning the maintenance of treatment records for each patient. For nearly a whole day, no one at ASC attended to the patient, and Rocket's owners had not been contacted with an update about their dog's condition. When the patient was finally evaluated, it appeared that the dog had a severe neurologic issue and heart arrhythmias. Dr. Pardo was made aware of this issue, and raised the concern to Mr. Welsh, seeking advice on how to address the serious failures with Dr. Infernuso. Within a few days, unfortunately, Rocket died in ASC's care.

D. Dr. Inferuso Refuses to Address Dr. Pardo's Concerns; As the Complaints Accumulate, Dr. Inferuso Meets Her with Enhanced Hostility and Derision

76. As reflected above, Dr. Pardo's awareness of the unlawful working conditions at ASC grew over time, as did her reports about this misconduct. But as her complaints accumulated and their seriousness increased, Dr. Inferuso became distant from her and then would become aggressive towards Dr. Pardo when they did interact.

77. Initially, this manifested itself in Dr. Inferuso brushing off her repeated requests for a formalized contract to address the promises he made to her when she left VEG to work for him at ASC, including maternity benefits, equity and flexibility in her work schedule.

78. A formal contract was never finalized because after Dr. Pardo began to shed light on the many unlawful and problematic practices she witnessed in the workplace, Dr. Inferuso became increasingly unwilling to negotiate with Dr. Pardo and disinclined to provide her with the terms he had initially promised.

79. But most importantly, despite Dr. Pardo's consistent practice of raising multiple concerns over legal compliance, her warnings went unheeded, and she in fact faced increasingly hostile and retaliatory treatment from Dr. Inferuso in response to her legitimate and protected complaints.

80. Soon after Dr. Pardo raised concerns about sub-standard care and deficiencies in staffing, Dr. Inferuso began questioning ASC staff about whether they "liked" Dr. Pardo, suggesting to his staff that Dr. Pardo was not sufficiently present in the clinic and making vague insinuations about her management style in an attempt to turn other employees against her.

81. Ultimately, however, it was only Dr. Inferuso who was displeased by Dr. Pardo's repeated complaints about illegal and unethical practices; other employees—both during

and after Dr. Pardo's time at ASC—expressed their gratitude for her willingness to speak up about wrongdoing and her unwavering support of both the staff and patients.⁹

IV. Dr. Pardo Reports Discrimination and Harassment of Employees; Dr. Inferuso's Hostility and Retaliation Against Dr. Pardo Follows

82. In addition to the litany of legal and ethical compliance issues Dr. Pardo escalated during her time at ASC, she also found herself advocating for other ASC employees who were facing harassment and discrimination. In speaking up in support of other employees, just as when she raised legitimate complaints about non-compliance with laws and regulations, Dr. Pardo engaged in protected activity. In response to this protected activity, Dr. Inferuso retaliated against her.

83. In or around December 2022, only a few months after starting at ASC, Dr. Pardo found herself opposed to Dr. Inferuso and ASC's Practice Manager when she advocated for fair pay for staff and doctors who would miss an entire shift to attend the company holiday party and would otherwise need to use PTO to attend. Dr. Pardo stood firm on her commitment to building a "culture of togetherness" and "putting our pocket where our mouth is," insisting that paying all employees equally for attending a company-sponsored event was simply the right thing to do. When she received pushback, she volunteered to have ASC deduct the shift pay *from her own paycheck* to ensure everyone could attend without financial repercussions.

84. This incredibly selfless act, however, put her in Dr. Inferuso's line of fire, and ended up reminding him that he had still failed to finalize Dr. Pardo's employment contract with ASC, despite multiple requests from her to do so.¹⁰

⁹ In fact, in response to Dr. Inferuso's negative comments about her to other staff members, Dr. Pardo affirmatively created and shared an anonymous poll to gauge feedback on her performance. The results were overwhelmingly positive, indicating wide support for Dr. Pardo and her work at ASC.

¹⁰ For instance, in October 2022, Dr. Pardo emailed Dr. Inferuso to request an updated contract, specifically asking about whether she would receive equity in ASC as he had previously promised, and whether she would be

85. His hostility towards her both for her requests for better treatment of staff and reports of ASC's unlawful use of unlicensed staff for specialized tasks (as detailed above) become evident during contract discussions in early 2023. Dr. Inferuso's tone and demeanor towards Dr. Pardo had markedly changed.

86. For instance, when Dr. Inferuso eventually did provide a revised contract for Dr. Pardo, he failed to address various terms she had been promised, and in fact *decreased* the amount of compensation she had expected to earn in her role at ASC. Shortly thereafter, Dr. Pardo emailed Dr. Inferuso again requesting clarity into the terms of her employment, seeking information concerning maternity leave and prenatal health benefits, details around her promised grant of equity and a guarantee on her base compensation and bonus.

87. But Dr. Inferuso did not take kindly to Dr. Pardo's legitimate requests, and during a conversation about her contract suggested that her job duties would extend far beyond what she had understood, and that he would apply never before discussed performance indicators in assessing her eligibility for a bonus.

88. When Dr. Pardo asked for a job description in response, Dr. Inferuso instead pushed the responsibility of defining her role onto Dr. Pardo and provided a revised contract with only a promise to discuss bonus compensation at some point in the future.¹¹

89. Despite Dr. Pardo's repeated requests to formalize her employment arrangement, Dr. Inferuso never resolved many of the issues surrounding Dr. Pardo's contract. And, as noted

entitled to a percentage of emergency room productivity as also previously discussed. Dr. Inferuso told Dr. Pardo that he would speak with Mr. Welsh and get back to her, but never followed up until after Dr. Pardo raised a pay issue on behalf of other employees.

¹¹ Incredibly, the contract that was eventually provided thrust an arbitration agreement on Dr. Pardo—a provision that was not in her offer letter from ASC and had not otherwise been discussed during contract negotiations. This was a clear attempt by Dr. Inferuso to interfere with her rights and remedies knowing full well that he might end up in a legal dispute with her.

above, her practice of raising and reporting legal and ethical violations at ASC caused Dr. Infernuso to grow increasingly resentful of and hostile towards Dr. Pardo.¹²

90. Another circumstance in which Dr. Pardo found herself speaking up on behalf of others was following the euthanasia of a dog named Sasha. The dog had a serious uterine infection, and Dr. Pardo and another ASC veterinarian, Employee A, were overseeing the care of the dog and communication with the owners about potential surgery or the option to euthanize. In consultation with the doctors and after deliberating carefully about the decision, Sasha's owners made the difficult decision to euthanize.

91. But Dr. Infernuso chastised Employee A and used highly offensive and inappropriate language towards her regarding this matter. Employee A reached out to Dr. Pardo because Dr. Infernuso had made Employee A "feel very bad" about euthanizing the animal, even though the owners had made an informed decision. As Dr. Pardo detailed in a long email to Dr. Infernuso in April 2023, Dr. Infernuso had inappropriately inserted himself into the case despite not having evaluated the dog's situation or previously spoken to the owners.

92. After the pet was euthanized, despite having no first-hand knowledge of this patient and not having cared for the patient during its time in the clinic, Dr. Infernuso reached out to the owners and told the owners that their dog had been "in good spirits" in the hospital. This undermined the medical decisions of the doctors who took care of this patient, and, as Dr. Pardo noted, was untrue—the dog had been bleeding and unable to eat for a week and was in visible pain even with pain medication.

¹² Dr. Infernuso expressed his increasing hostility on multiple occasions, including in early January, when Dr. Pardo sent out notes from a management meeting noting that Dr. Infernuso had stated "tell [me] if [I'm] a jerk, [I] want to learn and be better." Dr. Infernuso chastised Dr. Pardo, stating that the notes were "without context" and demanding that Dr. Pardo send out an apology for that comment—even though, as she explained, she was merely quoting what meeting participants had said. Dr. Infernuso's infantile reaction proved to be just one of many occasions in which he was inappropriate and harassing to Dr. Pardo in response to her protected activities.

93. Dr. Infernuso also spoke about this patient to another veterinarian and made representations about how the dog's condition was handled despite not being the primary veterinarian on the case and therefore not having any accurate information on the dog's condition prior to euthanasia.

94. To make matters even worse, Dr. Infernuso suggested to Employee A that the patient's life was lost due to a lack of trying, a deeply upsetting suggestion coming from the medical director of a veterinary clinic. Incredibly, Dr. Infernuso told Employee A that the patient had been "killed," a horrific and inaccurate description of euthanasia, which is in fact an ethical and compassionate way to address an animal's end-of-life care.

95. Ultimately, Employee A approached Dr. Pardo in serious distress following Dr. Infernuso's harassment and bullying. Dr. Pardo, in turn, spoke up for her colleague immediately, stating to Dr. Infernuso as follows:

We do not "KILL" patients, we euthanize them, I mentioned this to you a few days ago. Any implication otherwise ***adds mental distress to a field that already has a complicated relationship with mental health and suicide ideation. It is incredibly irresponsible to have discussions like this with colleagues in such an insensitive way. As someone that has lost several people to suicide, I will not tolerate you speaking to my team this way.*** ECC does most of the euthanasia in this profession and we take it seriously, unfortunately, it is a huge part of what we do . . . be there in those last moments.

(Emphasis added).

96. Dr. Infernuso responded that he wanted to speak about this with Mr. Welsh present, but this conversation never happened, and instead Dr. Infernuso reacted to Dr. Pardo's

defense of ASC employees by punishing her, demanding greater work hours and more in-person work and interrogating her about the scope of her job responsibilities.¹³

97. In another instance, in early April 2023, a Veterinary Assistant, Employee B, reached out to Dr. Pardo with a serious complaint that Dr. Infernuso had made insensitive and discriminatory comments about his body and posture.

98. These comments were particularly harmful for Employee B, whose appearance and gait were related to a serious accident he suffered when he was younger and had previously caused him severe depression and resulted in suicidal ideation. These comments were made on multiple occasions, and other employees had witnessed Dr. Infernuso making these remarks repeatedly, and informed Dr. Pardo about those incidents.

99. Employee B asked Dr. Pardo to assist in mediating a conversation between him and Dr. Infernuso. Dr. Pardo obliged, and on April 12, 2023, asked Dr. Infernuso to join her and Employee B in a conference room. During the meeting, Employee B expressed that Dr. Infernuso's comments about his body bothered him and made him feel inferior, and asked that Dr. Infernuso refrain from commenting about his posture or generally about his body.

100. According to nearly contemporaneous notes Dr. Pardo provided to Mr. Welsh, Dr. Infernuso responded that he would avoid such comments in the future and apologized. Dr. Pardo promptly informed Mr. Welsh about the conversation.

101. Three days later—and incredibly, *just after Dr. Pardo had contacted Dr. Infernuso on behalf of Employee A* (as explained above)—Dr. Infernuso complained to Mr.

¹³ Following her departure from ASC, Dr. Pardo learned that Employee A also faced harassment and bullying from Dr. Infernuso in response to Employee A's desire to wear a mask during her shifts at ASC. On multiple instances, Dr. Infernuso mocked Employee A's mask, putting a glove to his face and asking why she wore a mask. Employee A told Dr. Pardo that Dr. Infernuso would make comments like that "every time" he saw her. Other employees who witnessed Dr. Infernuso's harassment began to also wear masks in solidarity with Dr. Furusawa and in opposition to Dr. Infernuso's profoundly inappropriate behavior towards his staff.

Welsh that Dr. Pardo’s mediated conversation “made [him] feel uncomfortable,” alleged that Dr. Pardo “stormed” into the conference room and contended that Dr. Pardo’s “behavior . . . could lead to intimidation in the work place” and lead employees to not use the “proper channel” in reporting workplace issues.¹⁴

102. To be clear, Dr. Infernuso, who has a documented record of harassing employees, discriminatory conduct and refusing to address serious issues of patient safety and retaliation, stated to an HR person who he employs and pays that Dr. Pardo intimidated *him*—and did so directly after Dr. Pardo raised complaints about his treatment of employees. The absurdity and lack of legitimacy of Dr. Infernuso’s remarks speak for themselves.

103. Understandably, Dr. Infernuso’s response, compounded with the other retaliatory behavior he exhibited following her other protected complaints and actions, led Dr. Pardo to worry about the prospects of future employment with ASC and Dr. Infernuso.

V. ASC Discriminates Against Dr. Pardo After She Announces Her Pregnancy

104. As set forth above, for Dr. Infernuso, retaliation was a consistent response to Dr. Pardo’s protected activities in raising and reporting illegal activity and in supporting other employees in their claims of harassment and discrimination.

105. Accordingly, Dr. Pardo’s relationship with Dr. Infernuso—which was nothing short of a friendship before she started at ASC—precipitously deteriorated over time.

106. By March 2023, Dr. Pardo’s relationship with Dr. Infernuso had entirely broken down and devolved to the point that Dr. Pardo found it necessary to use Mr. Welsh as an

¹⁴ Ironically, after Dr. Pardo’s departure, Dr. Infernuso showed hostility when another employee went directly to HR to report his stress and mental struggles as a result of issues at ASC. In fact, Dr. Infernuso told that new employee that he should not put any complaints about work in writing and should not communicate with anyone at work about his concerns. Such an instruction is a clear violation of numerous laws, including the National Labor Relations Act, and is further evidence of Dr. Infernuso’s blatant disregard for the laws and regulations that govern his practice.

intermediary in reporting the ongoing malfeasance, including many items detailed above. But all Dr. Inferuso did was look for and manufacture more fodder for retaliation against Dr. Pardo.

107. On or about April 6, 2023, Dr. Pardo informed Dr. Inferuso that she was pregnant with her first child.

108. To say Dr. Pardo was overjoyed to be pregnant is a drastic understatement as she had been trying to conceive for a lengthy period, which had a substantial physical and mental toll. In fact, the fact that Dr. Pardo had been handling the stress and anxiety of the hostile work environment at ASC at the same time she was dealing with personal medical matters related to pregnancy, only speaks even more highly about her personal and professional aptitude.

109. But when Dr. Inferuso learned that Dr. Pardo was pregnant, rather than treat Dr. Pardo with the dignity and respect she deserves and that the law requires, he used it as an opportunity to be vindictive.

110. Dr. Inferuso not only did not let up, but he amplified his mistreatment of her with a clear intent to push her out rather than accommodate and take on the financial commitments necessary for an employee who would need reasonable accommodations and maternity leave.

111. Almost immediately after Dr. Pardo announced her pregnancy, Dr. Inferuso began questioning her commitment to ASC—never before raised and without any possible legitimate justification—and suggested that she was not devoting sufficient time or energy to her position.

112. Less than two weeks following her announcement of her pregnancy, on April 15, 2023, Dr. Inferuso insisted that Dr. Pardo change her schedule and spend *more time* during the week with the emergency room staff. Of course, Dr. Inferuso knew very well that Dr. Pardo

would need reasonable workplace accommodations to attend doctor's appointments and care for herself during this time first and foremost.

113. By email a few days later, Dr. Inferuso doubled down on his demands, insisting that Dr. Pardo work more in-person shifts than they had previously agreed to, including Friday, Sunday and another weekday from 11:00 a.m. to 11:00 p.m. In this request, he also told Dr. Pardo that the staff must do rounds on patients more efficiently but gave no suggestions as to how to fix the issue.

114. Dr. Pardo had already found herself working over 15 hours a day, and with her nearly two-and-a-half-hour commute to ASC's Oceanside location, was exhausted by work demands. She immediately told Dr. Inferuso that the proposed hours would not be possible, and simultaneously reached out to her doctor to request a note for work accommodations, explaining that she has been struggling to stay awake during her existing commute and often needed to stop driving to rest.

115. Only a few weeks later, with the stress and anxiety of the continuing workplace hostility (all described above), and with little hope that her situation would improve, she again needed to reach out to her doctor on an emergency basis as a result of spotting—a terrifying circumstance for a pregnant woman.

116. Dr. Pardo reported her concerns to Mr. Welsh and told him that the hours being requested of her were not feasible given her existing workload and her need for pregnancy accommodations.

117. Dr. Inferuso did not relent, however, and demanded that Dr. Pardo provide a detailed list of every task she worked on despite the fact that he never provided her with a complete job description despite months of requests for one.

118. The outward hostility towards Dr. Pardo so soon after she had announced her pregnancy made it clear that Dr. Infernuso had become entirely intolerant of Dr. Pardo due to her litany of proactive advocacy in the workplace and that he was not going to accommodate her pregnancy.

119. Dr. Pardo became exasperated by her daily arguments with Dr. Infernuso, finding it impossible to have a conversation with him, and fearing swift anger in response. As Dr. Infernuso had shared with Dr. Pardo before their relationship deteriorated, “When I want someone out, I make their lives impossible.”

120. It became abundantly clear to Dr. Pardo that Dr. Infernuso was setting her up to be fired and it was only a matter of time. She told Mr. Welsh on multiple occasions that she felt that she was being pushed out of the organization and was unsure how to handle the toxic work situation that had developed. Mr. Welsh was unable to provide guidance.

121. On May 5, 2023, Dr. Pardo’s fears were validated when Dr. Infernuso fired her.

122. In her termination meeting, Dr. Infernuso confirmed that her termination had “nothing to do with performance” and was because “we’re not aligned.”¹⁵

123. Dr. Pardo asked for “a little bit more details of what concerns [Dr. Infernuso] had,” and asked Dr. Infernuso whether the decision had anything to do with performance.

124. Dr. Infernuso responded, “No, that has nothing to do with performance. There’s nothing to do with anything else. Just we’re not aligned.”

125. Immediately after this conversation, Dr. Pardo pressed Mr. Welsh for the reasons for termination, and clarified with the HR Director that performance was not the basis of her

¹⁵ Dr. Infernuso’s assertion was ironic considering that less than a year prior, he had texted Dr. Pardo that he was “honored to have [her] on board because we are 100 percent aligned.”

firing. Mr. Welsh responded affirmatively, stating “Nothing to do with your skill or your abilities or your performance particularly, but he feels that you and him have very different opinions and views on how to handle things.”¹⁶

126. Of course, the reason Dr. Pardo and Dr. Inferuso were “not aligned” was because Dr. Inferuso was unwilling to remedy a work environment permeated with unlawful conduct that Dr. Pardo was trying to address.

127. Furthermore, Dr. Inferuso suggested to Dr. Pardo that he would tell the rest of the ASC team that she “resigned” in an effort to help only himself—as obviously it would raise significant concerns to everyone if they knew he fired Dr. Pardo after she had been advocating for remedies to the unlawful conduct at the practice and after she announced that she was pregnant and would therefore need accommodations and eventually need FMLA leave.

128. Incredibly, even the severance agreement offered to Dr. Pardo violated numerous aspects of the law. First, the agreement offered, in exchange for a release of her claims, a lump sum payment of “termination benefits” that amounted to all of Dr. Pardo’s unused paid time off—pay she had already earned and was entitled to under New York Labor Law § 193, regardless of the reason for the end of her employment. ASC violated the law and exposed its fears over Dr. Pardo’s viable legal claims in seeking a release in exchange for vacation time that Dr. Pardo is due by law.

129. Second, ASC’s severance agreement purported to waive the right to seek repayment of Dr. Pardo’s \$25,000 signing bonus in exchange for her release of claims against the Company. However, Dr. Pardo’s July 20, 2022 offer letter stated that repayment would be

¹⁶ Mr. Welsh went on to commend Dr. Pardo, saying that she is “an awesome doctor, an awesome friend . . . and an awesome teammate to work with.” He stated that he would never forget “[h]ow many hours [Dr. Pardo] spent . . . just grinding, grinding, grinding to get through things.”

due “[i]f [Dr. Pardo] leave[s] the company.” Dr. Pardo did not “leave” ASC but was fired in unlawful retaliation for engaging in protected activity and disclosing her pregnancy, and therefore ASC’s alleged “right” to seek repayment was not relevant.

130. Finally, ASC inserted a “no future employment” provision in Dr. Pardo’s severance agreement, which provided that she “will not at any time in the future seek employment with the Company or its parent or affiliates.” This indicates Dr. Infernuso’s desire to forever rid himself of someone he deemed to be a problematic employee.

131. The Company’s unlawful severance offer underscores its desire to cut ties with and silence Dr. Pardo, who maintains strong claims against ASC and Dr. Infernuso for the discrimination and retaliation she faced.

132. Although Dr. Pardo’s impressive credential and background will allow her to continue her exemplary career as a veterinarian, she has been significantly impacted by her experiences with Dr. Infernuso and ASC, and continues to feel the financial and emotional repercussions of Defendants’ unlawful conduct towards her.

FIRST CAUSE OF ACTION
(Violations of the FMLA)
Against All Defendants

133. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

134. By the actions described above, among others, Defendants unlawfully interfered with and retaliated against Plaintiff in anticipation of her exercising her rights under the FMLA.

135. As a direct and proximate result of Defendants’ conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, monetary and non-monetary loss for

which she is entitled to an award of monetary damages and other relief, to the greatest extent permitted by law.

136. Plaintiff is also entitled to an award of liquidated damages as well as attorneys' reasonable fees and expenses.

SECOND CAUSE OF ACTION
(Discrimination in Violation of the NYSHRL)
Against All Defendants

137. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

138. By the conduct described above, Defendants have discriminated against and/or permitted and/or acquiesced to the discrimination of Plaintiff on the basis of her gender and/or pregnancy in violation of the NYSHRL by subjecting her to discrimination and by terminating her employment.

139. As a direct and proximate result of Defendants' unlawful discriminatory conduct and harassment in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and non-monetary loss for which she is entitled to an award of monetary damages and other relief, to the greatest extent permitted by law.

140. Plaintiff is entitled to any and all other available remedies and/or damages, including but not limited to punitive damages and attorneys' fees and expenses.

THIRD CAUSE OF ACTION
(Retaliation in Violation of the NYSHRL)
Against All Defendants

141. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

142. By the actions described above, Defendants retaliated against Plaintiff because she made protected complaints regarding Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, by subjecting her to retaliatory conduct and by terminating her employment.

143. As a direct and proximate result of Defendants' retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and non-monetary loss for which she is entitled to an award of monetary damages and other relief, to the greatest extent permitted by law.

144. Plaintiff is entitled to any and all other available remedies and/or damages, including but not limited to punitive damages and attorneys' fees and expenses.

FOURTH CAUSE OF ACTION
(Violation of the NYLL § 740)
Against All Defendants

145. Plaintiff repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

146. New York Labor Law § 740 provides that "An employer shall not take any retaliatory action against an employee . . . because such employee . . . discloses, or threatens to disclose . . . an activity, policy or practice of the employer that the employee reasonably believes is in violation of law, rule or regulation or that the employee reasonably believes poses a substantial and specific danger to the public health or safety . . . or (c) objects to, or refuses to participate in any such activity, policy or practice.

147. By the conduct described above, in response to Plaintiff's protected complaints, Defendants subjected Plaintiff to a discrimination and retaliation, including but not limited to

termination and/or attempts to withhold due compensation in exchange for agreeing to punitive measures.

148. Defendant Dr. Infernuso actively participated in and/or aided and abetted the unlawful conduct described herein.

149. Defendants' retaliatory action was willful, malicious or wanton.

150. As a direct and proximate result of Defendants' retaliatory conduct in violation of the NYLL, Plaintiff has suffered, and continues to suffer, monetary and non-monetary loss for which she is entitled to an award of monetary damages and other relief, to the greatest extent permitted by law.

151. Plaintiff is entitled to any and all other available remedies and/or damages, including but not limited to punitive damages and attorneys' fees and expenses.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the United States and the State of New York;

B. An injunction and order permanently restraining Defendants and their partners, officers, owners, agents, successors, employees and/or representatives and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An order directing Defendants to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices are eliminated;

D. An award of damages against Defendants, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;

E. An award of damages against Defendants, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages;

F. An award of punitive damages;

G. Pre- and post-judgment interest on all amounts due;

H. An award of costs that Plaintiff incurs in this action, as well as an award of reasonable attorneys' fees to the fullest extent permitted by law; and

I. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: January 10, 2024
New York, New York

Respectfully submitted,

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