

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
TAMARA VANDERHYDEN,

Plaintiff,

- against -

PLANNED PARENTHOOD OF NEW YORK CITY,  
BETH ISRAEL MEDICAL CENTER,  
GERALD ZUPNICK, M.D., MAUREEN PAUL, M.D.,  
ZOE RODRIGUEZ, M.D., and  
JACQUELINE BROWN, M.D.

**FILED**  
DECEMBER 4 2007  
COUNTY CLERK'S OFFICE  
NEW YORK

Index No.:  
Date Filed:

Plaintiff designates  
NEW YORK COUNTY  
As the Place of Trial

The Basis of Venue is  
CPLR 503(a)

**07116033**

**S U M M O N S**

Plaintiff resides within the  
COUNTY OF QUEENS  
STATE OF NEW YORK

-----X  
**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney(s) within 20 days of service of this summons, exclusive of the day of service (or thirty days after the service is complete if this summons is not personally delivered to you within the State of New York): And in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
November 30, 2007

Yours, etc.

RICHARD J. KATZ, LLP

By:

  
RICHARD J. KATZ

Attorneys for the Plaintiffs  
80 Broad Street, 31<sup>st</sup> Floor  
New York, New York 10004  
(212) 233-1515

To:

PLANNED PARENTHOOD OF NEW YORK CITY  
26 Bleecker St.  
New York, New York 10012

BETH ISRAEL MEDICAL CENTER  
c/o CONTINUUM HEALTH PARTNERS INC.  
ATTN: GENERAL COUNSEL  
55 West 57<sup>th</sup> Street, 18<sup>th</sup> Floor  
New York, New York 10019

GERALD ZUPNICK, M.D.  
15 Hampton Road  
Port Washington, New York 11050

MAUREEN PAUL, M.D.  
26 Bleecker Street  
New York, New York 10012

ZOE RODRIGUEZ, M.D.  
10 Union Square East  
New York, New York 10003

JACQUELINE BROWN, M.D.  
10 Union Square East  
New York, New York 10003

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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TAMARA VANDERHYDEN,

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PLANNED PARENTHOOD OF NEW YORK CITY,  
BETH ISRAEL MEDICAL CENTER,  
MAUREEN PAUL, M.D., GERALD ZUPNICK, M.D.,  
ZOE RODRIGUEZ, M.D., and  
JACQUELINE BROWN, M.D.

VERIFIED  
COMPLAINT

Defendants.  
-----X

PLEASE TAKE NOTICE that plaintiff, TAMARA VANDERHYDEN, by her attorneys, RICHARD J. KATZ, LLP, as and for her VERIFIED COMPLAINT, complaining of the defendants, alleges, upon information and belief, as follows:

**AS AND FOR A FIRST CAUSE OF ACTION  
SOUNDING IN MEDICAL MALPRACTICE**

1. At the time of the commencement of this action, plaintiff was a resident of the County of Queens, State of New York.
2. This action falls within one or more of the exemptions set forth in CPLR 1602.
3. That on or about April 12, 2006 and February 3, 2007, plaintiff, TAMARA VANDERHYDEN, was a patient at defendant, PLANNED PARENTHOOD OF NEW YORK CITY.
4. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was a domestic not-for-profit corporation located at 26

Bleecker Street, New York, New York.

5. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was a domestic corporation.

6. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was a foreign corporation doing business at the aforesaid location.

7. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was a limited liability company.

8. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was a sole proprietorship.

9. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was the owner of the medical facilities located at the aforesaid location.

10. Upon information and belief and at all times mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, was the owner of the appurtenances, building and premises located at the aforesaid location.

11. Upon information and belief, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, its agents, servants, employees, representatives and/or licensees, owned, operated, maintained, managed and controlled the medical facilities located at the aforesaid location.

12. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, provided licensed physicians and other health care personnel to render medical care and/or treatment to patients at its medical facilities.

13. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, owned medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

14. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, operated the aforesaid medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

15. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, controlled the aforesaid medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

16. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, maintained the aforesaid medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

17. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, managed the aforesaid medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

18. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, in the operation of the aforesaid medical facilities, entered into contracts to provide licensed physicians and other health care personnel to be utilized to render medical care and/or treatment.

19. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, provided licensed physicians and other health care personnel to be utilized to render medical care and treatment to the patients in its hospital.

20. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, referred licensed physicians and other health care personnel to render treatment to patients in its medical facilities.

21. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, hired licensed physicians and other health care personnel to render treatment at its medical facilities.

22. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, retained the services of licensed physicians and other health care personnel to render treatment at its medical facilities.

23. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, interviewed licensed physicians and other health care personnel to render treatment at its medical facilities.

24. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, conducted investigations to verify the educational training of its licensed physicians and other health care personnel who were seeking positions at its medical facilities.

25. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, conducted investigations to verify the employment history of licensed physicians and other health care personnel seeking positions at its medical facilities.

26. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, represented that the physicians and other health care personnel they provided, employed, contracted with, and referred to perform treatment were competent and qualified to render medical care and services in accordance with good and accepted standards of medical practice.

27. At all times hereinafter mentioned, defendant, PLANNED PARENTHOOD OF NEW YORK CITY, represented that the physicians and other health care personnel provided to perform treatment at its hospital were competent and qualified to render medical care and services in accordance with good and accepted standards of medical practice.

28. That at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., was a physician duly licensed to practice medicine in the State of New York.

29. That at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., was or held himself out to be a medical doctor offering professional medical services to the public in general and the plaintiff, TAMARA VANDERHYDEN, in particular.

30. That on or about April 12, 2006 until and including the present day, and at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., was an employee of defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

31. That on or about April 12, 2006 until and including the present day, and at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., was a licensee of defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

32. That on or about April 12, 2006 until and including the present day, and at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., was an agent of defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

33. That on or about April 12, 2006 until and including the present day, and at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., was an independent contractor hired by defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

34. That on or about April 12, 2006 and February 3, 2007 and at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., undertook to and did render medical care, treatment, services, and advice to the plaintiff, TAMARA VANDERHYDEN.

35. That at all times mentioned herein, defendant, GERALD ZUPNICK, M.D., represented himself to be competent to perform and render all of the professional care, treatment, services and advice required by the plaintiff, TAMARA VANDERHYDEN.

36. That the medical treatment, services and advice rendered to plaintiff, TAMARA VANDERHYDEN, by defendant, GERALD ZUPNICK, M.D., was negligently and carelessly performed and was rendered in a manner which departed from good and accepted standards of medical practice then and there prevailing and constituted professional medical malpractice.

37. That defendant, GERALD ZUPNICK, M.D., carelessly, recklessly and negligently failed to properly test for, diagnose and treat the plaintiff, TAMARA VANDERHYDEN, which adversely affected the health, well-being and future treatment of the plaintiff.

38. That defendant, GERALD ZUPNICK, M.D., rendered unnecessary and/or improper treatment to, and/or performed unnecessary and/or improper surgery on, the plaintiff, TAMARA VANDERHYDEN, which adversely affected her health, well-being and future treatment.

39. That at all times mentioned herein, defendant, MAUREEN PAUL, M.D., was a physician duly licensed to practice medicine in the State of New York.

40. That at all times mentioned herein, defendant, MAUREEN PAUL, M.D., was or held herself out to be a medical doctor offering professional medical services to the public in general and the plaintiff, TAMARA VANDERHYDEN, in particular.

41. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, MAUREEN PAUL, M.D., was an employee of defendant, PLANNED



PARENTHOOD OF NEW YORK CITY.

42. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, MAUREEN PAUL, M.D., was a licensee of defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

43. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, MAUREEN PAUL, M.D., was an agent of defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

44. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, MAUREEN PAUL, M.D., was an independent contractor hired by defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

45. That on or about February 3, 2007 and at all times mentioned herein, defendant, MAUREEN PAUL, M.D., undertook to and did render medical care, treatment, services, and advice to the plaintiff, TAMARA VANDERHYDEN.

46. That at all times mentioned herein, defendant, MAUREEN PAUL, M.D., represented herself to be competent to perform and render all of the professional care, treatment, services and advice required by the plaintiff, TAMARA VANDERHYDEN.

47. That the medical treatment, services and advice rendered to plaintiff, TAMARA VANDERHYDEN, by defendant, MAUREEN PAUL, M.D., were negligently and carelessly performed and were rendered in a manner which departed from good and accepted standards of medical practice then and there prevailing and constituted professional medical malpractice.

48. That defendant, MAUREEN PAUL, M.D., carelessly, recklessly and negligently failed to properly test for, diagnose and treat the plaintiff, TAMARA VANDERHYDEN, which adversely affected the health, well-being and future treatment of the plaintiff.

49. That defendant, MAUREEN PAUL, M.D., rendered unnecessary and/or improper treatment to, and/or performed unnecessary and/or improper surgery on, the plaintiff, TAMARA VANDERHYDEN, which adversely affected her health, well-being and future treatment.

50. That on or about February 3, 2007 through February 8, 2007 and February 22, 2007 through February 25, 2007, plaintiff, TAMARA VANDERHYDEN, was a patient at defendant, BETH ISRAEL MEDICAL CENTER.

51. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was a domestic not-for-profit corporation located at First Avenue & 16th Street, New York, New York.

52. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was a domestic corporation.

53. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was a foreign corporation doing business at the aforesaid location.

54. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was a limited liability company.

55. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was a sole proprietorship.

56. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was a proprietary hospital.

57. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was the owner of the hospital and medical facilities located at the aforesaid location.

58. Upon information and belief and at all times mentioned, defendant, BETH ISRAEL MEDICAL CENTER, was the owner of the appurtenances, building and premises located at the aforesaid location.

59. Upon information and belief, defendant, BETH ISRAEL MEDICAL CENTER, its agents, servants, employees, representatives and/or licensees, owned, operated, maintained, managed and controlled the hospital and medical facilities located at the aforesaid location.

60. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, provided licensed physicians and other health care personnel to render medical care and/or treatment to patients at its hospital and medical facilities.

61. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, owned a hospital and medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

62. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, operated the aforesaid hospital and medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

63. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, controlled the aforesaid hospital and medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

64. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, maintained the aforesaid hospital and medical facilities which provided licensed physicians and other health care personnel to render medical care and/or treatment to patients.

65. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, managed the aforesaid hospital and medical facilities which provided licensed physicians and other

health care personnel to render medical care and/or treatment to patients.

66. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, in the operation of the aforesaid hospital and medical facilities, entered into contracts to provide licensed physicians and other health care personnel to be utilized to render medical care and/or treatment.

67. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, provided licensed physicians and other health care personnel to be utilized to render medical care and treatment to the patients in its hospital.

68. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, referred licensed physicians and other health care personnel to render treatment to patients in its medical facilities.

69. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, hired licensed physicians and other health care personnel to render treatment at its hospital and medical facilities.

70. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, retained the services of licensed physicians and other health care personnel to render treatment at its hospital and medical facilities.

71. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, interviewed licensed physicians and other health care personnel to render treatment at its hospital and medical facilities.

72. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, conducted investigations to verify the educational training of its licensed physicians and other health care personnel who were seeking positions at its hospital and medical facilities.

73. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, conducted investigations to verify the employment history of licensed physicians and other health care personnel seeking positions at its hospital and medical facilities.

74. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, represented that the physicians and other health care personnel they provided, employed, contracted with, and referred to perform treatment were competent and qualified to render medical care and services in accordance with good and accepted standards of medical practice.

75. At all times hereinafter mentioned, defendant, BETH ISRAEL MEDICAL CENTER, represented that the physicians and other health care personnel provided to perform treatment at its hospital were competent and qualified to render medical care and services in accordance with good and accepted standards of medical practice.

76. That at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., was a physician duly licensed to practice medicine in the State of New York.

77. That at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., was or held herself out to be a medical doctor offering professional medical services to the public in general and the plaintiff, TAMARA VANDERHYDEN, in particular.

78. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., was an employee of defendant, BETH ISRAEL MEDICAL CENTER.

79. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., was a licensee of defendant, BETH ISRAEL MEDICAL CENTER.

80. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., was an agent of defendant, BETH ISRAEL MEDICAL CENTER.

81. That on or about February 3, 2007 until and including the present day, and at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., was an independent contractor hired by defendant, BETH ISRAEL MEDICAL CENTER.

82. That on or about February 3, 2007 and at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., undertook to and did render medical care, treatment, services, and advice to the plaintiff, TAMARA VANDERHYDEN.

83. That at all times mentioned herein, defendant, ZOE RODRIGUEZ, M.D., represented herself to be competent to perform and render all of the professional care, treatment, services and advice required by the plaintiff, TAMARA VANDERHYDEN.

84. That the medical treatment, services and advice rendered to plaintiff, TAMARA VANDERHYDEN, by defendant, ZOE RODRIGUEZ, M.D., were negligently and carelessly performed and were rendered in a manner which departed from good and accepted standards of medical practice then and there prevailing and constituted professional medical malpractice.

85. That defendant, ZOE RODRIGUEZ, M.D., carelessly, recklessly and negligently failed to properly test for, diagnose and treat the plaintiff, TAMARA VANDERHYDEN, which adversely affected the health, well-being and future treatment of the plaintiff.

86. That defendant, ZOE RODRIGUEZ, M.D., rendered unnecessary and/or improper treatment to, and/or performed unnecessary and/or improper surgery on, the plaintiff, TAMARA VANDERHYDEN, which adversely affected her health, well-being and future treatment.

87. That at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., was a physician duly licensed to practice medicine in the State of New York.

88. That at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., was or held herself out to be a medical doctor offering professional medical services to the public in general and the plaintiff, TAMARA VANDERHYDEN, in particular.

89. That on or about February 22, 2007 until and including the present day, and at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., was an employee of defendant, BETH ISRAEL MEDICAL CENTER.

90. That on or about February 22, 2007 until and including the present day, and at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., was a licensee of defendant, BETH ISRAEL MEDICAL CENTER.

91. That on or about February 22, 2007 until and including the present day, and at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., was an agent of defendant, BETH ISRAEL MEDICAL CENTER.

92. That on or about February 22, 2007 until and including the present day, and at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., was an independent contractor hired by defendant, BETH ISRAEL MEDICAL CENTER.

93. That on or about February 22, 2007 and at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., undertook to and did render medical care, treatment, services, and advice to the plaintiff, TAMARA VANDERHYDEN.

94. That at all times mentioned herein, defendant, JACQUELINE BROWN, M.D., represented herself to be competent to perform and render all of the professional care, treatment, services and advice required by the plaintiff, TAMARA VANDERHYDEN.

95. That the medical treatment, services and advice rendered to plaintiff, TAMARA VANDERHYDEN, by defendant, JACQUELINE BROWN, M.D., were negligently and carelessly performed and were rendered in a manner which departed from good and accepted standards of medical practice then and there prevailing and constituted professional medical malpractice.

96. That defendant, JACQUELINE BROWN, M.D., carelessly, recklessly and negligently failed to properly test for, diagnose and treat the plaintiff, TAMARA VANDERHYDEN, which adversely affected the health, well-being and future treatment of the plaintiff.

97. That defendant, JACQUELINE BROWN, M.D., rendered unnecessary and/or improper treatment to, and/or performed unnecessary and/or improper surgery on, the plaintiff, TAMARA VANDERHYDEN, which adversely affected her health, well-being and future treatment.

98. At all times herein mentioned, defendants, their agents, servants, and/or employees, undertook and agreed to render medical care to the plaintiff, TAMARA VANDERHYDEN, and did render certain treatment commencing on or about April 12, 2006.

99. That the medical treatment, services and advice rendered to plaintiff, TAMARA VANDERHYDEN, by defendants, their agents, servants, licensees and/or employees, were negligently, carelessly, recklessly and grossly negligently performed and were rendered in a manner which departed from good and accepted medical practice then and there prevailing and that negligence constituted professional medical malpractice.

100. That the physicians and other health care personnel herein provided by defendants to perform medical care at the aforesaid hospital and medical facilities were unskilled, untrained and incompetent.

101. That defendants, their agents, servants, licensees, partners, representatives and/or employees, negligently, carelessly, recklessly and grossly negligently failed to properly test,



diagnose, and treat plaintiff, TAMARA VANDERHYDEN, which adversely affected the health and well-being of plaintiff.

102. Defendants, their agents, servants, partners, licensees, representatives and/or employees were negligent in the care rendered for and on behalf of the plaintiff, TAMARA VANDERHYDEN, in negligently failing to and neglecting to use reasonable care in the services and care rendered for and on behalf of the plaintiff; in negligently and carelessly failing and neglecting to heed plaintiff, TAMARA VANDERHYDEN'S, conditions; in negligently and carelessly departing from good and accepted medical practice in the treatment rendered upon plaintiff, TAMARA VANDERHYDEN; in failing to perform indicated procedures and/or improperly performing said indicated procedures; in negligently failing to take a proper history and physical examination of plaintiff's medical and psychological conditions prior to instituting treatment; in negligently departing from good and accepted hospital practice and procedures and inpatient health care practice and procedures in services rendered to plaintiff TAMARA VANDERHYDEN; in carelessly and negligently failing to properly treat plaintiff TAMARA VANDERHYDEN's conditions; in neglecting and failing to render attention to the plaintiff, TAMARA VANDERHYDEN's, medical conditions; and in negligently departing from accepted practice and in otherwise being negligent, careless, reckless and grossly negligent.

103. That the care and treatment rendered and/or omitted by defendants, their agents, servants, partners, licensees, representatives and/or employees, to plaintiff was negligent, careless, reckless, grossly negligent and constituted committed acts and/or omission of professional negligence and deviation from accepted medical standards and practices in the community then and there prevailing which deviation from accepted practices and standards resulted in the injuries of the plaintiff, TAMARA VANDERHYDEN.

104. That by reason of the foregoing, plaintiff, TAMARA VANDERHYDEN, sustained severe and permanent personal injuries; became sick, sore, lame and disabled; and suffered mental anguish.

105. As a result of the foregoing, plaintiff, TAMARA VANDERHYDEN, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts.

**AS AND FOR A SECOND CAUSE OF ACTION SOUNDING IN  
MEDICAL MALPRACTICE/LACK OF INFORMED CONSENT**

106. Plaintiff repeats and realleges each and every allegation set forth in paragraphs "1" through "105" inclusive with the same force and effect as if more fully set forth at length herewith.

107. At all of the times aforementioned, defendants, their employees, agents, servants, licensees and those persons who rendered medical diagnosis, care, treatment, services and advice to the plaintiff, TAMARA VANDERHYDEN, failed to adequately inform her or her representatives, or to warn them of the nature, purpose, known perils, recognized hazards, risks and/or possible complications of the medical care, diagnosis, treatment, services and advice rendered to the plaintiff, TAMARA VANDERHYDEN, nor did defendants, or said persons, inform the plaintiff, TAMARA VANDERHYDEN, or her representatives of any alternative methods of treatment; nor did defendants, nor said persons, obtain informed consent by or on behalf of the plaintiff, TAMARA VANDERHYDEN, regarding the outcome or possible consequences of the medical care, diagnosis, treatment, services and advice rendered and omitted to be rendered to the plaintiff, TAMARA VANDERHYDEN.

108. A reasonable person in plaintiff's position would not have undergone the treatment or diagnosis if she had been fully informed, and the lack of said informed consent is a proximate cause of the injuries or conditions for which recovery is sought.

109. By reason of the aforesaid, the plaintiff, TAMARA VANDERHYDEN, was caused to suffer and sustain severe and permanent serious personal injuries, severe and serious pain, suffering, and mental anguish, the plaintiff, TAMARA VANDERHYDEN, has been caused to expend and become obligated to expend sums of money for medical services and related expenses, and has thereby been injured and damaged as against these defendants.

110. That by reason of the foregoing, plaintiff, TAMARA VANDERHYDEN, sustained severe and permanent personal injuries; became sick, sore, lame and disabled; and suffered mental anguish.

111. As a result of the foregoing, plaintiff, TAMARA VANDERHYDEN, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts.

**AS AND FOR A THIRD CAUSE OF ACTION  
SOUNDING IN GENERAL NEGLIGENCE**

112. Plaintiff reiterates, repeats and realleges each and every allegation set forth in paragraphs "1" through "111" above with the same force and effect as if more fully set forth at length herein.

113. On or about April 12, 2006 and February 3, 2007 plaintiff, TAMARA VANDERHYDEN, was a patient at the hospital and medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY.

114. On or about April 12, 2006 and February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, she was under the care of the defendant, GERALD ZUPNICK, M.D..

115. On or about April 12, 2006 and February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, she

was under the care of the defendant, GERALD ZUPNICK, M.D. and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein.

116. On or about April 12, 2006 and February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, and while she was under the care of the defendant, GERALD ZUPNICK, M.D. and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was injured.

117. On or about April 12, 2006 and February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, and while she was under the care of the defendant, GERALD ZUPNICK, M.D. and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was seriously and permanently injured.

118. On or about February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, she was under the care of the defendant, MAUREEN PAUL, M.D..

119. On or about February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, she was under the care of the defendant, MAUREEN PAUL, M.D. and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein.

120. On or about February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, and while she was under the care of the defendant, MAUREEN PAUL, M.D. and various other medical personnel employed,

retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was injured.

121. On or about February 3, 2007, while the plaintiff was a patient at the medical facilities of the defendant, PLANNED PARENTHOOD OF NEW YORK CITY, and while she was under the care of the defendant, MAUREEN PAUL, M.D. and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was seriously and permanently injured.

122. On or about February 3 through February 8, 2007 and February 22 through February 25, 2007 plaintiff, TAMARA VANDERHYDEN, was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER.

123. On or about February 3 through February 8, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, she was under the care of the defendant, ZOE RODRIGUEZ, M.D..

124. On or about February 3 through February 8, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, she was under the care of the defendant, ZOE RODRIGUEZ, M.D., and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein.

125. On or about February 3 through February 8, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, and while she was under the care of the defendant, ZOE RODRIGUEZ, M.D., and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was injured.

126. On or about February 3 through February 8, 2007, while the plaintiff was a patient

at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, and while she was under the care of the defendant, ZOE RODRIGUEZ, M.D., and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was seriously and permanently injured.

127. On or about February 22 through February 25, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, she was under the care of the defendant, JACQUELINE BROWN, M.D..

128. On or about February 22 through February 25, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, she was under the care of the defendant, JACQUELINE BROWN, M.D., and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein.

129. On or about February 22 through February 25, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, and while she was under the care of the defendant, JACQUELINE BROWN, M.D., and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was injured.

130. On or about February 22 through February 25, 2007, while the plaintiff was a patient at the hospital and medical facilities of the defendant, BETH ISRAEL MEDICAL CENTER, and while she was under the care of the defendant, JACQUELINE BROWN, M.D., and various other medical personnel employed, retained, contracted, managed, supervised, and controlled by the defendants herein, the plaintiff was seriously and permanently injured.

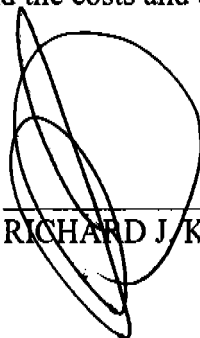
131. By reason of the aforesaid, the plaintiff, TAMARA VANDERHYDEN, was caused to suffer and sustain severe and permanent serious personal injuries, severe and serious pain, suffering, and mental anguish, the plaintiff, TAMARA VANDERHYDEN, has been caused to expend and become obligated to expend sums of money for medical services and related expenses, and has thereby been injured and damaged as against these defendants.

132. That by reason of the foregoing, plaintiff, TAMARA VANDERHYDEN, sustained severe and permanent personal injuries; became sick, sore, lame and disabled; and suffered mental anguish.

133. As a result of the foregoing, plaintiff, TAMARA VANDERHYDEN, has been damaged in a sum which exceeds the jurisdictional limits of all lower courts.

**WHEREFORE**, plaintiff, TAMARA VANDERHYDEN, demands judgment against the defendants, on the various causes of action, in an amount that exceeds the jurisdiction of all lower courts together with interest from April 12, 2006, and the costs and disbursements of this action.

Dated: New York, New York  
November 30, 2007

  
\_\_\_\_\_  
RICHARD J. KATZ

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
TAMARA VANDERHYDEN,

Plaintiff,

- against -

PLANNED PARENTHOOD OF NEW YORK CITY,  
BETH ISRAEL MEDICAL CENTER,  
MAUREEN PAUL, M.D., GERALD ZUPNICK, M.D.,  
ZOE RODRIGUEZ, M.D., and  
JACQUELINE BROWN, M.D.

Defendants.  
-----X

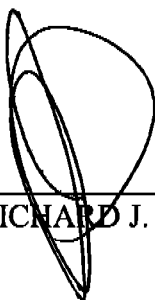
Index No.:  
Date Filed:

CERTIFICATE OF  
MERIT

RICHARD J. KATZ, an attorney duly admitted to practice law in the State of New York affirms the truth of the following:

I have reviewed the facts of the within action and consulted with a physician, who is licensed to practice in New York State and who is knowledgeable in the relevant issues involved in the within action. Based on this review and consultation, I have concluded there is a reasonable basis for the commencement of this action.

Dated: New York, New York  
November 30, 2007

  
\_\_\_\_\_  
RICHARD J. KATZ



ATTORNEY VERIFICATION


RICHARD J. KATZ, an attorney at law, duly admitted to practice in the Courts of the State of New York, affirms under the penalties of perjury that:

He is an attorney for the plaintiff(s) in the above entitled action. That he has read the foregoing SUMMONS and COMPLAINT and knows of the contents thereof, and upon information and belief, deponent believes the matters alleged therein to be true.

The reason this Verification is made by deponent and not by the plaintiff(s) is that the plaintiff(s) herein reside in a county other than the one in which plaintiff's attorneys maintain their office.

The source of deponent's information and the grounds of his belief are communications, papers, reports and investigations contained in the file.

Dated: New York, New York  
November 30, 2007

  
\_\_\_\_\_  
RICHARD J. KATZ

NOTICE OF ENTRY

PLEASE take notice that the within is a true copy of a \_\_\_\_\_ duly entered in the office of the clerk of the within named court on \_\_\_\_\_

Dated,

Yours, etc.,  
RICHARD J. KATZ, LLP  
Attorneys for the Plaintiff(s)  
Office and Post Office Address  
The Maritime Exchange  
80 Broad Street - 33<sup>rd</sup> Floor  
New York, New York 10004

20091120

To:

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New York, New York 10004

Attorney(s) for

NOTICE OF SETTLEMENT

PLEASE take notice that an \_\_\_\_\_

presented to the Honorable \_\_\_\_\_

at \_\_\_\_\_, 200 \_\_\_\_\_ at \_\_\_\_\_, NY  
on \_\_\_\_\_, 200 \_\_\_\_\_ at \_\_\_\_\_, M

Dated,

Yours, etc.,  
RICHARD J. KATZ, LLP  
Attorneys for the Plaintiff(s)  
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New York, New York 10004

To:

Attorney(s) for

INDEX NUMBER

YEAR

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

TAMARA VANDERHYDEN,

*Plaintiff,*

- against -

PLANNED PARENTHOOD OF NEW YORK CITY  
BETH ISRAEL MEDICAL CENTER  
GERALD ZUPNICK, MD, MAUREEN PAUL, MD,  
ZOE RODRIGUEZ, MD  
and JACQUELINE BROWN, MD,

*Defendants.*

SUMMONS &  
VERIFIED COMPLAINT

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