

**CIVIL ACTION  
COVER SHEET**

DOCKET NO.(S)

**00-5633**

**Trial Court of Massachusetts  
Superior Court Department**

County: Middlesex



PLAINTIFF(S) **Liyun Chen and Jianxin Yang**

DEFENDANT(S) **Laurent C. Delli-Bovi and  
Women's Health Services, P.C.**

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

**Thomas M. Harvey**

**Law Office of Thomas M. Harvey, 3 Post Office Sq., 5th flr.**

Board of Bar Overseers number: **225050**

**Boston, MA 02109**

ATTORNEY (if known)

**Origin code and track designation**

Place an x in one box only:

- ☒ 1. F01 Original Complaint  
☐ 2. F02 Removal to Sup.Ct. C.231,s.104  
(Before trial) (F)  
☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

- ☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)  
☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)  
☐ 6. E10 Summary Process Appeal (X)

**TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)**

CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
<u>B06</u>	<u>Malpractice-Medical</u>	( A )	( X ) Yes ( ) No

**The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.**

**TORT CLAIMS**

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

- |  |          |
|--|----------|
| 1. Total hospital expenses .....         | \$ ..... |
| 2. Total Doctor expenses .....           | \$ ..... |
| 3. Total chiropractic expenses .....     | \$ ..... |
| 4. Total physical therapy expenses ..... | \$ ..... |
| 5. Total other expenses (describe) ..... | \$ ..... |

**Subtotal \$ .....**

- |  |          |
|--|----------|
| B. Documented lost wages and compensation to date .....              | \$ ..... |
| C. Documented property damages to date .....                         | \$ ..... |
| D. Reasonably anticipated future medical and hospital expenses ..... | \$ ..... |
| E. Reasonably anticipated lost wages .....                           | \$ ..... |
| F. Other documented items of damages (describe) .....                | \$ ..... |

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

Defendants' medical malpractice caused the plaintiff, Liyun Chen, to have a hysterectomy thereby preventing her from bearing children. In addition, she has suffered severe emotional distress. The plaintiff, Jianxin Yang, Liyun Chen's husband, has a loss of consortium claim and cannot have children by his wife as a result of the defendants' malpractice. **TOTAL \$ .....**

~~He also has suffered severe emotional distress.~~

**CONTRACT CLAIMS**

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

**TOTAL \$ .....**

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

Not applicable.

**"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."**

Signature of Attorney of Record

*Thomas M. Harvey*

DATE: 12-11-00



SLOANE AND WALSH

00-5633

A PROFESSIONAL LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

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HARRY A. PIERCE  
ANN L. SIMONEAU

JOSEPH J. WALSH  
COUNSEL

September 20, 2000

VIA CERTIFIED MAIL # Z 564 953 250  
RETURN RECEIPT REQUESTED

Thomas M. Harvey, Esquire  
Law Offices of Thomas M. Harvey  
Three Post Office Square  
Suite 500  
Boston, MA 02109

RE: Liyun Chen and Jianxin Yang v. Women's Health Services, P.C.  
Our File No. HA440-5275

Dear Mr. Harvey:

Please be advised that your correspondence of July 26, 2000 addressed to Dr. Laurent C. Delli-Bovi and Women's Health Services, P.C. has been forwarded to this office for a response. Thank you for extending the time for a response for both Dr. Laurent C. Delli-Bovi and Women's Health Services, P.C. through September 21, 2000.

First, and certainly foremost, both Dr. Delli-Bovi and Women's Health Services, P.C. specifically deny that they have engaged in any conduct which could be deemed in violation of the Massachusetts Consumer Protection Statute. At all times, Dr. Delli-Bovi sought to provide Ms. Chen and Mr. Yang with appropriate and conscientious medical attention. Dr. Delli-Bovi further states that any medical care which she did provide was in accordance with the standard of care of the average qualified physician practicing at that time.

Please be advised that in responding to your correspondence, neither Dr. Delli-Bovi nor Women's Health Services, P.C. waive any defenses which they may have with respect to the applicability of Massachusetts General Laws Chapter 93A to the allegations set forth in your correspondence, or to the sufficiency of your correspondence under the requirements of the statute. Moreover, they both specifically reserve the right to assert all applicable defenses to the claims of your clients.



37. On or about July 26, 2000, the plaintiffs, Liyun Chen and Jianxin Yang, through their attorney, sent to the defendant, Women's Health Services, P.C., via certified mail, return receipt requested, postage pre-paid, a written demand for relief pursuant to G.L. ch. 93A, sec. 9, identifying the claimants and reasonably describing the unfair acts or practices relied upon and the injury suffered. A copy of the demand letter is attached hereto as Exhibit B.
38. On or about September 20, 2000, the plaintiffs' attorney received a letter from Edward T. Hinchey, attorney for the defendants, Laurent C. Delli-Bovi and Women's Health Services, P.C., in reply to plaintiffs' G.L. ch. 93A demand letters. No settlement offer was included in the letter. A copy of that reply letter is attached hereto as Exhibit C.
39. The defendants' refusal to grant relief upon demand was made in bad faith with knowledge or reason to know that the acts or practices complained of violated G.L. 93A, sec. 2.

**COUNT I**  
**NEGLIGENCE**  
**LIYUN CHEN VS. DELLI-BOVI**

40. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.
41. The defendant, Laurent C. Delli-Bovi, was negligent in performing an abortion upon the plaintiff, Liyun Chen, who was a pregnant woman, without first obtaining her informed consent.
42. The defendant, Laurent C. Delli-Bovi, was negligent in providing medical treatment to the plaintiff, Liyun Chen.
43. As a direct and proximate result of the negligence of the defendant, Laurent C. Delli-Bovi, Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Laurent C. Delli-Bovi, with interest and costs.

**COUNT II**  
**NEGLIGENCE**  
**LIYUN CHEN VS. WOMEN'S HEALTH SERVICES, P.C.**

44. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.



45. The defendant, Women's Health Services, P.C., through its agents, servants, and employees, was negligent in performing an abortion upon the plaintiff, Liyun Chen, who was a pregnant woman, without first obtaining her informed consent.
46. The defendant, Women's Health Services, P.C., through its agents, servants, and employees, was negligent in providing medical treatment to the plaintiff, Liyun Chen.
47. As a direct and proximate result of the negligence of the defendant, Women's Health Services, P.C., Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Women's Health Services, P.C., with interest and costs.

**COUNT III**  
**BATTERY**  
**LIYUN CHEN VS. DELLI-BOVI**

48. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.
49. The defendant, Laurent C. Delli-Bovi, performed an abortion upon the plaintiff, Liyun Chen, who was a pregnant woman, without first obtaining her informed consent.
50. The defendant, Laurent C. Delli-Bovi, committed a battery upon the plaintiff, Liyun Chen.
51. As a direct and proximate result of the battery by the defendant, Laurent C. Delli-Bovi, upon her, Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Laurent C. Delli-Bovi, with interest and costs.

**COUNT IV**  
**BATTERY**  
**LIYUN CHEN VS. WOMEN'S HEALTH SERVICES, P.C.**

52. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.
53. The defendant, Women's Health Services, P.C., through its agents, servants, and employees, performed an abortion upon the plaintiff, Liyun Chen, without first obtaining her informed consent.



54. The defendant, Women's Health Services, P.C., committed a battery upon the plaintiff, Liyun Chen.
55. As a direct and proximate result of the battery by the defendant, Women's Health Services, P.C., upon her, Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Women's Health Services, P.C., with interest and costs.

**COUNT V**  
**LOSS OF CONSORTIUM AND INFLICTION OF**  
**EMOTIONAL DISTRESS**  
**JIANXIN YANG VS. DELLI-BOVI**

56. The plaintiff, Jianxin Yang, restates and incorporates by reference the allegations contained in paragraphs 1 through 55 of the complaint.
57. As a direct and proximate result of the actions of the defendant, Laurent C. Delli-Bovi, affecting Jianxin Yang's wife, Liyun Chen, the plaintiff, Jianxin Yang, has suffered damages including the loss of his wife's consortium, an inability to bear children with his wife, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Jianxin Yang, demands judgment against the defendant, Laurent C. Delli-Bovi, with interest and costs.

**COUNT VI**  
**LOSS OF CONSORTIUM AND INFLICTION OF**  
**EMOTIONAL DISTRESS**  
**JIANXIN YANG VS. WOMEN'S HEALTH SERVICES, P.C.**

58. The plaintiff, Jianxin Yang, restates and incorporates by reference the allegations contained in paragraphs 1 through 55 of the complaint.
59. As a direct and proximate result of the actions of the defendant, Women's Health Services, P.C., affecting Jianxin Yang's wife, Liyun Chen, the plaintiff, Jianxin Yang, has suffered damages including the loss of his wife's consortium, an inability to bear children with his wife, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Jianxin Yang, demands judgment against the defendant, Women's Health Services, P.C., with interest and costs.



**COUNT VII**  
**CH. 93A**  
**LIYUN CHEN VS. DELLI-BOVI**

60. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 59 of the complaint.
61. Through her actions, the defendant, Laurent C. Delli-Bovi, violated G.L.ch. 93A, sec. 2 and 9.
62. The actions of the defendant, Laurent C. Delli-Bovi, described herein were performed willfully and knowingly.
63. As a direct and proximate result of the violation of G.L. ch. 93A by the defendant, Laurent C. Delli-Bovi, the plaintiff, Liyun Chen, suffered damages.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Laurent C. Delli-Bovi, and that she be awarded treble the amount of the judgment, and that she recover attorneys' fees, interest, and costs.

**COUNT VIII**  
**CH. 93A**  
**LIYUN CHEN VS. WOMEN'S HEALTH SERVICES, P.C.**

64. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 59 of the complaint.
65. The actions of the defendant, Women's Health Services, P.C., through its agents, servants, and employees, violated G.L. ch. 93A, sec. 2 and 9.
66. The actions of the defendant, Women's Health Services, P.C., described herein were performed willfully and knowingly.
67. As a direct and proximate result of the violation of G.L. ch. 93A by the defendant, Women's Health Services, P.C., the plaintiff, Liyun Chen, suffered damages.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Women's Health Services, P.C., and that she be awarded treble the amount of the judgment, and that she recover attorneys' fees, interest, and costs.



**COUNT IX**  
**CH. 93A**  
**JIANXIN YANG VS. DELLI-BOVI**

68. The plaintiff, Jianxin Yang, restates and incorporates by reference the allegations contained in paragraphs 1 through 59 of the complaint.
69. Through her actions, the defendant, Laurent C. Delli-Bovi, violated G.L.ch. 93A, sec. 2 and 9.
70. The actions of the defendant, Laurent C. Delli-Bovi, described herein were performed willfully and knowingly.
71. As a direct and proximate result of the violation of G.L. ch. 93A by the defendant, Laurent C. Delli-Bovi, the plaintiff, Jianxin Yang, suffered damages.

WHEREFORE, the plaintiff, Jianxin Yang, demands judgment against the defendant, Laurent C. Delli-Bovi, and that he be awarded treble the amount of the judgment, and that he recover attorneys' fees, interest, and costs.

**COUNT X**  
**CH. 93A**  
**JIANXIN YANG VS. WOMEN'S HEALTH SERVICES, P.C.**

72. The plaintiff, Jianxin Yang, restates and incorporates by reference the allegations contained in paragraphs 1 through 59 of the complaint.
73. The actions of the defendant, Women's Health Services, P.C., through its agents, servants, and employees, violated G.L. ch. 93A, sec. 2 and 9.
74. The actions of the defendant, Women's Health Services, P.C., described herein were performed willfully and knowingly.
75. As a direct and proximate result of the violation of G.L. ch. 93A by the defendant, Women's Health Services, P.C., the plaintiff, Jianxin Yang, suffered damages.

WHEREFORE, the plaintiff, Jianxin Yang, demands judgment against the defendant, Women's Health Services, P.C., and that he be awarded treble the amount of the judgment, and that he recover attorneys' fees, interest, and costs.



*Thomas M. Harvey*  
*Attorney at Law*  
*3 Post Office Square, Suite 500*  
*Boston, Massachusetts 02109*

00-5633

*Telephone: (617) 357-5500*

*Fax: (617) 357-5507*

*E-Mail: [Tharvosag@aol.com](mailto:Tharvosag@aol.com)*

July 26, 2000

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED: 7099 3220 0007 0226 9725**

Laurent C. Delli-Bovi, M.D.  
Women's Health Services, P.C.  
822 Boylston St.  
Chestnut Hill, MA 02167

**Re: Liyun Chen and Jianxin Yang**

Dear Dr. Delli-Bovi:

This is a formal demand letter sent to you pursuant to Massachusetts General Laws, Chapter 93A, Section 9. I represent Liyun Chen, a former patient of yours, and her husband, Jianxin Yang.

In March of 1998, Liyun Chen appeared at Women's Health Services to obtain abortion services. You had advertised that you performed abortions through 22 weeks of pregnancy. Mrs. Chen, who was an immigrant from China, spoke Chinese and understood very little English.

It was your duty, prior to performing the abortion, to obtain an informed consent from Mrs. Chen to ensure that she fully understood the risks involved with the surgery. You failed to fulfill that duty. You provided no interpreter for Mrs. Chen and you did not obtain an informed consent from her. Rather, you obtained her payment, and then proceeded to terminate Mrs. Chen's pregnancy when she was at 23 weeks gestation. This surgery was performed at your office at 822 Boylston Street, Chestnut Hill, Massachusetts on or about March 10, 1998.

As a direct result of uncontrollable bleeding stemming from the abortion, a hysterectomy had to be performed on that same day. Had Mrs. Chen been fully aware of the risks involved with the abortion, she would not have consented to it. Subsequently, it was discovered that your office has no ultrasound films or any other record of ultrasound examination of Mrs. Chen in your files.

You have violated General Laws Chapter 93A in the following respects, among others:

- Performing an abortion on Mrs. Chen without obtaining her informed consent;
- Performing an abortion on Mrs. Chen without providing an interpreter to ensure that she was fully aware of the risks involved;



- Performing an abortion on Mrs. Chen at 23 weeks gestation after advertising that you did abortions: "...through 22 weeks," thus misrepresenting your capacity and ability to carry out such a complex operative procedure at that advanced stage of pregnancy;
- Performing an abortion at 23 weeks gestation in your office rather than in a hospital or in a clinic setting within hospital grounds in violation of the applicable standard of care;
- Failing to retain ultrasound films or any other record of ultrasound examination of Mrs. Chen in violation of the applicable standard of care.

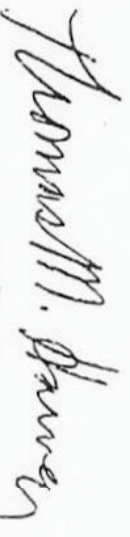
Upon information and belief, your actions were performed willfully and knowingly.

As a result of your unfair and deceptive acts and practices, Mrs. Chen suffered the loss of her uterus and can now no longer bear children. She is devastated by this loss and it has caused severe emotional distress. Her husband, Jianxin Yang, obviously has also been severely damaged since his wife can no longer bear him children.

In light of the foregoing, Liyun Chen and Jianxin Yang demand that you pay them 2.5 million dollars to reimburse them for their loss.

Under General Laws Chapter 93A, you have thirty (30) days from your receipt of this letter to respond with a reasonable offer of settlement. If you fail to do so, that statute provides that you will be liable for multiple damages and the reasonable attorneys' fees incurred by Liyun Chen and Jianxin Yang for the prosecution of this action.

Very truly yours,

  
Thomas M. Harvey



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

SUPERIOR COURT  
CIVIL ACTION NO.: 00-5633

LIYUN CHEN and JIANXIN YANG,

Plaintiffs

vs.

LAURENT C. DELLI-BOVI and  
WOMEN'S HEALTH SERVICES, P.C.,

Defendants

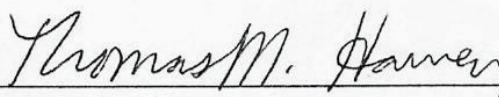
**PLAINTIFFS' NOTICE  
OF VOLUNTARY DISMISSAL**

Pursuant to M.R.C.P. 41(a) (1)(i), the plaintiffs, Liyun Chen and Jianxin Yang, hereby voluntarily dismiss this action as to the defendants, Laurent C. Delli-Bovi and Women's Health Services, P.C.

M.R.C.P. 41(a) allows the voluntary dismissal of this action as of right because neither an answer to the complaint nor a motion for summary judgment has been served.

This dismissal is without prejudice and is not intended to operate as an adjudication upon the merits of any claim asserted in this action.

Plaintiffs, Liyun Chen and Jianxin Yang,  
By Their Attorney,

  
Thomas M. Harvey  
LAW OFFICE OF THOMAS M. HARVEY  
3 Post Office Square, Suite 500  
Boston, MA 02109  
(617) 357-5500  
B.B.O. #225050

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SUPERIOR COURT  
J. SULLIVAN  
CLERK



9. At all material times the defendant, Women's Health Services, P.C., held itself out to the plaintiffs and to the general public as having expertise in performing abortions.
10. On or about March 3, 1998, March 5, 1998, and March 9, 1998, the plaintiff, Liyun Chen, a pregnant woman, went to the defendant, Women's Health Services, P.C., to arrange to have an abortion.
11. A doctor-patient relationship was established between the defendant, Laurent C. Delli-Bovi, and the plaintiff, Liyun Chen.
12. On or about March 10, 1998, Liyun Chen returned to the Women's Health Services, P.C., where a surgical abortion was performed on her by the defendants, Laurent C. Delli-Bovi and Women's Health Services, P.C.
13. The defendant, Laurent C. Delli-Bovi, and the defendant, Women's Health Services, P.C., through its agents, servants, and employees, negligently and unskillfully performed a surgical abortion upon the plaintiff, Liyun Chen.
14. Liyun Chen did not stop bleeding after the surgery.
15. An emergency hysterectomy was performed on Liyun Chen because she did not stop bleeding.
16. As a result of the hysterectomy, Liyun Chen can no longer bear children.
17. The defendants knew or should have known of the risks of a surgical abortion.
18. The defendants had a duty to disclose to Liyun Chen sufficient information to enable her to make an informed judgment whether to give or withhold consent to the surgical abortion.
19. Liyun Chen was never fully informed by the defendants or by anyone on their behalf of the risks involved with an abortion.
20. Liyun Chen was never fully informed by the defendants or by anyone on their behalf of the risk that a hysterectomy could result from an abortion.
21. The defendants breached their duty to the plaintiff, Liyun Chen, by failing to disclose to her sufficient information to enable her to make an informed judgment whether to give or withhold consent to have an abortion.
22. Had there been full disclosure of the risks of an abortion at that stage of her pregnancy, then neither the plaintiff, Liyun Chen, nor a reasonable person would have proceeded with having the abortion.



23. Massachusetts General Laws Chapter 112, section 12S states, in part: "No physician may perform an abortion upon a pregnant woman without first obtaining her written informed consent."
24. The above quoted provision of Massachusetts General Laws Chapter 112, Section 12S was in effect in 1998.
25. The defendant, Laurent C. Delli-Bovi, performed an abortion on Liyun Chen without first obtaining her written informed consent.
26. The defendant, Laurent C. Delli-Bovi, violated Massachusetts General Law Chapter 112, section 12S by failing to obtain Liyun Chen's written informed consent.
27. The defendants advertised that abortions were performed at Women's Health Services, P.C., through 22 weeks of pregnancy.
28. The abortion performed by the defendants, Laurent C. Delli-Bovi and Women's Health Services, P.C., on Liyun Chen was when she was beyond 22 weeks of pregnancy.
29. The defendants failed to refer the plaintiff, Liyun Chen, to a physician who had the expertise to perform an abortion for a pregnancy beyond 22 weeks in duration.
30. The defendants failed to refer the plaintiff, Liyun Chen, to a facility where an abortion could be safely performed for a pregnancy beyond 22 weeks in duration.
31. At all material times, the plaintiff, Liyun Chen, spoke Chinese and had difficulty speaking and understanding English.
32. The defendants never provided any interpreter for her.
33. The defendants failed to ensure that Liyun Chen understood the risks involved with an abortion.
34. The defendants performed the abortion on the plaintiff, Liyun Chen, whose pregnancy was beyond 22 weeks in duration, in a location which was not in a hospital nor in a clinic setting within hospital grounds.
35. At all material times, the defendants were engaged in trade and commerce within this Commonwealth.
36. On or about July 26, 2000, the plaintiffs, Liyun Chen and Jianxin Yang, through their attorney, sent to the defendant, Laurent C. Delli-Bovi, via certified mail, return receipt requested, postage prepaid, a written demand for relief pursuant to G.L. ch. 93A, sec. 9, identifying the claimants and reasonably describing the unfair acts or practices relied upon and the injury suffered. A copy of the demand letter is attached hereto as Exhibit A.



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

SUPERIOR COURT  
CIVIL ACTION NO.:

00-5633

LIYUN CHEN and JIANXIN YANG,

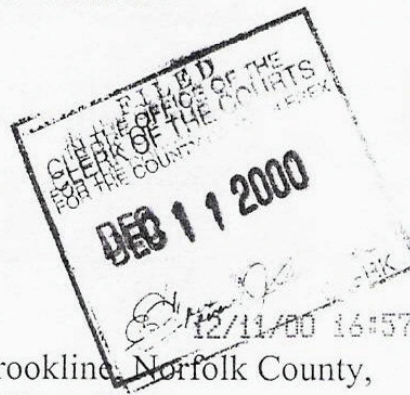
Plaintiffs

vs.

LAURENT C. DELLI-BOVI and  
WOMEN'S HEALTH SERVICES, P.C.,

Defendants

**PLAINTIFFS' COMPLAINT  
AND DEMAND FOR  
JURY TRIAL**



**PARTIES**

1. The plaintiff, Liyun Chen, formerly a resident of Brookline, Norfolk County, Massachusetts, is presently a resident of the State of New York.
2. The plaintiff, Jianxin Yang, formerly a resident of Brookline, Norfolk County, Massachusetts, is presently a resident of the State of New York.
3. The defendant, Laurent C. Delli-Bovi, M.D., is a physician who conducts business at Women's Health Services, P.C., in Newton, Middlesex County, Massachusetts.
4. The defendant, Women's Health Services, P.C., is a Massachusetts corporation with a principal place of business in Newton, Middlesex County, Massachusetts.

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**BACKGROUND**

5. At all material times, the plaintiff, Jianxin Yang, and the plaintiff, Liyun Chen, were husband and wife.
6. At all material times, the defendant, Laurent C. Delli-Bovi, was a licensed physician who performed abortions.
7. At all material times, the defendant, Laurent C. Delli-Bovi, held herself out to the plaintiffs and to the general public as having expertise in performing abortions.
8. At all material times, the defendant, Women's Health Services, P.C., was a corporation which was in the business of performing abortions.



37. On or about July 26, 2000, the plaintiffs, Liyun Chen and Jianxin Yang, through their attorney, sent to the defendant, Women's Health Services, P.C., via certified mail, return receipt requested, postage pre-paid, a written demand for relief pursuant to G.L. ch. 93A, sec. 9, identifying the claimants and reasonably describing the unfair acts or practices relied upon and the injury suffered. A copy of the demand letter is attached hereto as Exhibit B.
38. On or about September 20, 2000, the plaintiffs' attorney received a letter from Edward T. Hinchey, attorney for the defendants, Laurent C. Delli-Bovi and Women's Health Services, P.C., in reply to plaintiffs' G.L. ch. 93A demand letters. No settlement offer was included in the letter. A copy of that reply letter is attached hereto as Exhibit C.
39. The defendants' refusal to grant relief upon demand was made in bad faith with knowledge or reason to know that the acts or practices complained of violated G.L. 93A, sec. 2.

**COUNT I**  
**NEGLIGENCE**  
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40. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.
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43. As a direct and proximate result of the negligence of the defendant, Laurent C. Delli-Bovi, Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Laurent C. Delli-Bovi, with interest and costs.

**COUNT II**  
**NEGLIGENCE**  
**LIYUN CHEN VS. WOMEN'S HEALTH SERVICES, P.C.**

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**BATTERY**  
**LIYUN CHEN VS. DELLI-BOVI**

48. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.
49. The defendant, Laurent C. Delli-Bovi, performed an abortion upon the plaintiff, Liyun Chen, who was a pregnant woman, without first obtaining her informed consent.
50. The defendant, Laurent C. Delli-Bovi, committed a battery upon the plaintiff, Liyun Chen.
51. As a direct and proximate result of the battery by the defendant, Laurent C. Delli-Bovi, upon her, Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Laurent C. Delli-Bovi, with interest and costs.

**COUNT IV**  
**BATTERY**  
**LIYUN CHEN VS. WOMEN'S HEALTH SERVICES, P.C.**

52. The plaintiff, Liyun Chen, restates and incorporates by reference the allegations contained in paragraphs 1 through 39 of the complaint.
53. The defendant, Women's Health Services, P.C., through its agents, servants, and employees, performed an abortion upon the plaintiff, Liyun Chen, without first obtaining her informed consent.



54. The defendant, Women's Health Services, P.C., committed a battery upon the plaintiff, Liyun Chen.
55. As a direct and proximate result of the battery by the defendant, Women's Health Services, P.C., upon her, Liyun Chen suffered damages including severe physical harm, inability to bear children, medical expenses, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Liyun Chen, demands judgment against the defendant, Women's Health Services, P.C., with interest and costs.

**COUNT V**  
**LOSS OF CONSORTIUM AND INFLECTION OF**  
**EMOTIONAL DISTRESS**  
**JIANXIN YANG VS. DELLI-BOVI**

56. The plaintiff, Jianxin Yang, restates and incorporates by reference the allegations contained in paragraphs 1 through 55 of the complaint.
57. As a direct and proximate result of the actions of the defendant, Laurent C. Delli-Bovi, affecting Jianxin Yang's wife, Liyun Chen, the plaintiff, Jianxin Yang, has suffered damages including the loss of his wife's consortium, an inability to bear children with his wife, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Jianxin Yang, demands judgment against the defendant, Laurent C. Delli-Bovi, with interest and costs.

**COUNT VI**  
**LOSS OF CONSORTIUM AND INFLECTION OF**  
**EMOTIONAL DISTRESS**  
**JIANXIN YANG VS. WOMEN'S HEALTH SERVICES, P.C.**

58. The plaintiff, Jianxin Yang, restates and incorporates by reference the allegations contained in paragraphs 1 through 55 of the complaint.
59. As a direct and proximate result of the actions of the defendant, Women's Health Services, P.C., affecting Jianxin Yang's wife, Liyun Chen, the plaintiff, Jianxin Yang, has suffered damages including the loss of his wife's consortium, an inability to bear children with his wife, severe emotional distress, and pain and suffering.

WHEREFORE, the plaintiff, Jianxin Yang, demands judgment against the defendant, Women's Health Services, P.C., with interest and costs.



*Thomas M. Harvey*  
*Attorney at Law*  
3 Post Office Square, Suite 500  
Boston, Massachusetts 02109

00-5633

Phone (617) 337-3300

Fax (617) 337-3300  
E-Mail [Thomas.Harvey@att.net](mailto:Thomas.Harvey@att.net)

July 26, 2000

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED: 7099 3220 0007 0226 9725**

Laurent C. Delli-Bovi, M.D.  
Women's Health Services, P.C.  
822 Boylston St.  
Chestnut Hill, MA 02167

**Re: Liyun Chen and Jianxin Yang**

Dear Dr. Delli-Bovi:

This is a formal demand letter sent to you pursuant to Massachusetts General Laws, Chapter 93A, Section 9. I represent Liyun Chen, a former patient of yours, and her husband, Jianxin Yang.

In March of 1998, Liyun Chen appeared at Women's Health Services to obtain abortion services. You had advertised that you performed abortions through 22 weeks of pregnancy. Mrs. Chen, who was an immigrant from China, spoke Chinese and understood very little English.

It was your duty, prior to performing the abortion, to obtain an informed consent from Mrs. Chen to ensure that she fully understood the risks involved with the surgery. You failed to fulfill that duty. You provided no interpreter for Mrs. Chen and you did not obtain an informed consent from her. Rather, you obtained her payment, and then proceeded to terminate Mrs. Chen's pregnancy when she was at 23 weeks gestation. This surgery was performed at your office at 822 Boylston Street, Chestnut Hill, Massachusetts on or about March 10, 1998.

As a direct result of uncontrollable bleeding stemming from the abortion, a hysterectomy had to be performed on that same day. Had Mrs. Chen been fully aware of the risks involved with the abortion, she would not have consented to it. Subsequently, it was discovered that your office has no ultrasound films or any other record of ultrasound examination of Mrs. Chen in your files.

You have violated General Laws Chapter 93A in the following respects, among others:

- Performing an abortion on Mrs. Chen without obtaining her informed consent;
- Performing an abortion on Mrs. Chen without providing an interpreter to ensure that she was fully aware of the risks involved;



-Performing an abortion on Mrs. Chen at 23 weeks gestation after advertising that you did abortions: "...through 22 weeks," thus misrepresenting your capacity and ability to carry out such a complex operative procedure at that advanced stage of pregnancy.

-Performing an abortion at 23 weeks gestation in your office rather than in a hospital or in a clinic setting within hospital grounds in violation of the applicable standard of care,

-Failing to retain ultrasound films or any other record of ultrasound examination of Mrs. Chen in violation of the applicable standard of care.

Upon information and belief, your actions were performed willfully and knowingly.

As a result of your unfair and deceptive acts and practices, Mrs. Chen suffered the loss of her uterus and can now no longer bear children. She is devastated by this loss and it has caused severe emotional distress. Her husband, Jianxin Yang, obviously has also been severely damaged since his wife can no longer bear him children.

In light of the foregoing, Liyun Chen and Jianxin Yang demand that you pay them 2.5 million dollars to reimburse them for their loss.

Under General Laws Chapter 93A, you have thirty (30) days from your receipt of this letter to respond with a reasonable offer of settlement. If you fail to do so, that stands proof that you will be liable for multiple damages and the reasonable attorneys' fees incurred by Liyun Chen and Jianxin Yang for the prosecution of this action.

Very truly yours,

Thomas M. Harvey

Thomas M. Harvey



*Thomas M. Harvey*  
*Attorney at Law*  
*3 Post Office Square, Suite 500*  
*Boston, Massachusetts 02109*

00-5633

*Telephone: (617) 357-5500*

*Fax: (617) 357-5507*  
*E-Mail: [Tharvey@earthlink.net](mailto:Tharvey@earthlink.net)*

July 26, 2000

**CERTIFIED MAIL**

**RETURN RECEIPT REQUESTED: 7099 3220 0007 0226 9305**

Women's Health Services, P.C.  
822 Boylston St.  
Chestnut Hill, MA 02167

**Re: Liyun Chen and Jianxin Yang**

Dear Sir/ Madam:

This is a formal demand letter sent to you pursuant to Massachusetts General Laws, Chapter 93A, Section 9. I represent Liyun Chen, a former patient of yours, and her husband, Jianxin Yang.

In March of 1998, Liyun Chen appeared at Women's Health Services to obtain abortion services. You had advertised that you performed abortions through 22 weeks of pregnancy. Mrs. Chen, who was an immigrant from China, spoke Chinese and understood very little English.

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- Performing an abortion on Mrs. Chen at 23 weeks gestation after advertising that you did abortions; "...through 22 weeks," thus misrepresenting your capacity and ability to carry out such a complex operative procedure at that advanced stage of pregnancy;
- Performing an abortion at 23 weeks gestation in your office rather than in a hospital or in a clinic setting within hospital grounds in violation of the applicable standard of care;
- Failing to retain ultrasound films or any other record of ultrasound examination of Mrs. Chen in violation of the applicable standard of care.

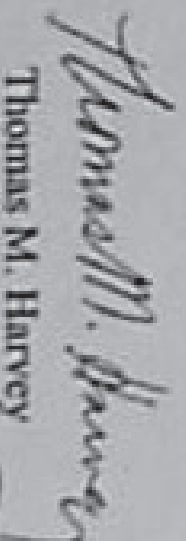
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In light of the foregoing, Liyun Chen and Jianxin Yang demand that you pay them 2.5 million dollars to reimburse them for their loss.

Under General Laws Chapter 93A, you have thirty (30) days from your receipt of this letter to respond with a reasonable offer of settlement. If you fail to do so, that statute provides that you will be liable for multiple damages and the reasonable attorneys' fees incurred by Liyun Chen and Jianxin Yang for the prosecution of this action.

Very truly yours,

  
Thomas M. Harvey



**CIVIL ACTION  
COVER SHEET**

DOCKET NO.(S)

**00-5633**

**Trial Court of Massachusetts  
Superior Court Department**  
County: Middlesex



PLAINTIFF(S) **Liyun Chen and Jianxin Yang**

DEFENDANT(S) **Laurent C. Delli-Bovi and  
Women's Health Services, P.C.**

ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE

**Thomas M. Harvey**

**Law Office of Thomas M. Harvey, 3 Post Office Sq., 5th flr.**

Board of Bar Overseers number: **225050**

**Boston, MA 02109**

ATTORNEY (if known)

**Origin code and track designation**

Place an x in one box only:

☒ 1. F01 Original Complaint

☐ 2. F02 Removal to Sup.Ct. C.231,s.104

(Before trial) (F)

☐ 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)

☐ 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)

☐ 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)

☐ 6. E10 Summary Process Appeal (X)

**TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)**

CODE NO.

TYPE OF ACTION (specify)

TRACK

IS THIS A JURY CASE?

B06

Malpractice-Medical

( A )

( X ) Yes

( ) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**

(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses .....

2. Total Doctor expenses .....

3. Total chiropractic expenses .....

4. Total physical therapy expenses .....

5. Total other expenses (describe) .....

Subtotal \$ .....

B. Documented lost wages and compensation to date .....

C. Documented property damages to date .....

D. Reasonably anticipated future medical and hospital expenses .....

E. Reasonably anticipated lost wages .....

F. Other documented items of damages (describe) .....

\$ .....

G. Brief description of plaintiff's injury, including nature and extent of injury (describe)

Defendants' medical malpractice caused the plaintiff, Liyun Chen, to have a hysterectomy thereby preventing her from bearing children. In addition, she has suffered severe emotional distress. The plaintiff, Jianxin Yang, Liyun Chen's husband, has a loss of consortium claim and cannot have children by his wife as a result of the defendants' malpractice. He also has suffered severe emotional distress.

TOTAL \$ .....

**CONTRACT CLAIMS**

(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

TOTAL \$ .....

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

Not applicable.

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Attorney of Record

Thomas M. Harvey

DATE: 12-11-00



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

SUPERIOR COURT  
CIVIL ACTION NO.:

00-5633

LIYUN CHEN and JIANXIN YANG,

Plaintiffs

vs.

LAURENT C. DELLI-BOVI and  
WOMEN'S HEALTH SERVICES, P.C.,

Defendants

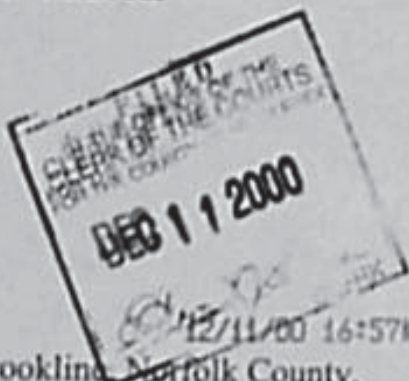
PLAINTIFFS' COMPLAINT  
AND DEMAND FOR  
JURY TRIAL

PARTIES

1. The plaintiff, Liyun Chen, formerly a resident of Brookline, Norfolk County, Massachusetts, is presently a resident of the State of New York.
2. The plaintiff, Jianxin Yang, formerly a resident of Brookline, Norfolk County, Massachusetts, is presently a resident of the State of New York.
3. The defendant, Laurent C. Delli-Bovi, M.D., is a physician who conducts business at Women's Health Services, P.C., in Newton, Middlesex County, Massachusetts.
4. The defendant, Women's Health Services, P.C., is a Massachusetts corporation with a principal place of business in Newton, Middlesex County, Massachusetts.

BACKGROUND

5. At all material times, the plaintiff, Jianxin Yang, and the plaintiff, Liyun Chen, were husband and wife.
6. At all material times, the defendant, Laurent C. Delli-Bovi, was a licensed physician who performed abortions.
7. At all material times, the defendant, Laurent C. Delli-Bovi, held herself out to the plaintiffs and to the general public as having expertise in performing abortions.
8. At all material times, the defendant, Women's Health Services, P.C., was a corporation which was in the business of performing abortions.



20	175.00
CIVIL	350.00
SURCHARGE	10.00
005633 H	
SUBTTL	360.00
TOTAL	360.00
CHECK	360.00



9. At all material times the defendant, Women's Health Services, P.C., held itself out to the plaintiffs and to the general public as having expertise in performing abortions.
10. On or about March 3, 1998, March 5, 1998, and March 9, 1998, the plaintiff, Liyun Chen, a pregnant woman, went to the defendant, Women's Health Services, P.C., to arrange to have an abortion.
11. A doctor-patient relationship was established between the defendant, Laurent C. Delli-Bovi, and the plaintiff, Liyun Chen.
12. On or about March 10, 1998, Liyun Chen returned to the Women's Health Services, P.C., where a surgical abortion was performed on her by the defendants, Laurent C. Delli-Bovi and Women's Health Services, P.C.
13. The defendant, Laurent C. Delli-Bovi, and the defendant, Women's Health Services, P.C., through its agents, servants, and employees, negligently and unskillfully performed a surgical abortion upon the plaintiff, Liyun Chen.
14. Liyun Chen did not stop bleeding after the surgery.
15. An emergency hysterectomy was performed on Liyun Chen because she did not stop bleeding.
16. As a result of the hysterectomy, Liyun Chen can no longer bear children.
17. The defendants knew or should have known of the risks of a surgical abortion.
18. The defendants had a duty to disclose to Liyun Chen sufficient information to enable her to make an informed judgment whether to give or withhold consent to the surgical abortion.
19. Liyun Chen was never fully informed by the defendants or by anyone on their behalf of the risks involved with an abortion.
20. Liyun Chen was never fully informed by the defendants or by anyone on their behalf of the risk that a hysterectomy could result from an abortion.
21. The defendants breached their duty to the plaintiff, Liyun Chen, by failing to disclose to her sufficient information to enable her to make an informed judgment whether to give or withhold consent to have an abortion.
22. Had there been full disclosure of the risks of an abortion at that stage of her pregnancy, then neither the plaintiff, Liyun Chen, nor a reasonable person would have proceeded with having the abortion.



As the records will reflect, and as I am sure your clients will acknowledge, in March 1998 Ms. Chen and Mr. Yang sought medical attention at Women's Health Services, P.C. Specifically, they sought consultation concerning the possibility of terminating a then current pregnancy. Ms. Chen, together with Mr. Yang, met on at least two occasions with counselors from Women's Health Services to discuss Ms. Chen's concerns regarding possible termination of the pregnancy, and other options that may be available. Dr. Delli-Bovi's first contact with Ms. Chen and her partner was on their third visit, March 9, 1998. At that time, Dr. Delli-Bovi reviewed with the patient the medical treatment which she sought, the risks and complications of the procedure, and any alternatives that were available. Dr. Delli-Bovi denies that there were any communication problems, and believes that Ms. Chen and her partner were fully apprised of and understood the medical treatment which they sought, its risks and possible complications and the alternatives available.

The procedure was carried out in an appropriate fashion at Women's Health Services. It is unfortunate that Ms. Chen suffered a known complication of the procedure. Dr. Delli-Bovi immediately arranged for, accompanied and provided appropriate emergency medical care to be provided to address the complication. All appropriate medical steps were taken to care for Ms. Chen, consistent with Ms. Chen's directions.

It is unfortunate that Ms. Chen suffered a complication of the procedure. Dr. Delli-Bovi's medical treatment, however, was appropriate and in accordance with good and accepted medical practices in all regards. Accordingly, both Dr. Delli-Bovi and Women's Health Services, Inc. must decline to offer any payment in settlement of your clients' claim.

Very truly yours,

*Edward T. Hinchey*  
Edward T. Hinchey

ETH/rld

F:\Susan\Eth\Chen\Letters\Attorneys\93a response.doc