

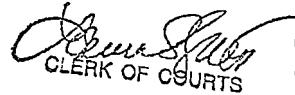
COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT  
CIVIL ACTION  
NO. 21 0584

ELVIRA TORRES,  
JUAN TORRES,  
ALESANDRA SOSA, PPA ELVIRA TORRES  
LISANDRA VEGA, PPA ELVIRA TORRES AND  
JUAN CARLOS TORRES, JR., PPA ELVIRA TORRES  
Plaintiff,

V.  
ADRIENNE TRAN, M.D.,  
RAVNET THIND, M.D.,  
KEITH REISINGER-KINDLE, D.O.,  
SHIVA NIAKAN, D.O.,  
SARAH NATHAN, M.D.,  
MEGAN MILLER, M.D.,  
IAN GOLDSMITH, M.D.,  
EILEAN ATTWOOD, M.D.,  
CAROLYN DELK, D.O., AND  
SOPHIA BACHILOVA, M.D.,  
Defendants.

HAMPDEN COUNTY  
SUPERIOR COURT  
FILED  
NOV 15 2021  
  
CLERK OF COURTS

**COMPLAINT**

**Count I.**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Adrienne Tran, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Adrienne Tran, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.

5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Adrienne Tran, M.D., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Adrienne Tran, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count II.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count I of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Adrienne Tran, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Adrienne Tran, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for

the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.

4. On or about February 2019 to March 2019, the defendant, Adrienne Tran, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count III.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count I and Paragraphs One through Four of Count II of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Adrienne Tran, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Adrienne Tran, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Adrienne Tran, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.

7. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

#### **Count IV.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count I, Paragraphs One through Four of Count II and Paragraphs One through Six of Count III of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

#### **Count V.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count I, Paragraphs One through Four of Count II and Paragraphs One through Six of Count III of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

#### **Count VI.**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count VII.**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Adrienne Tran, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count VIII.**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count IX.**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Adrienne Tran, M.D., the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count X.**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XI.**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Adrienne Tran, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XII.**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Adrienne Tran, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XIII.**

1. The plaintiff, Juan Carlos Torres, Jr., is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Adrienne Tran, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Adrienne Tran, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Adrienne Tran, M.D., the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Adrienne Tran, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

#### **Count XIV.**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice his profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Ravnet Thind, M.D., represented and held himself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that he was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Ravnet Thind, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Ravnet Thind, M.D., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that he was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and his failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize his inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of his inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;



- d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing his specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Ravnet Thind, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XV**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count VIII of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Ravnet Thind, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Ravnet Thind, M.D., expressly and impliedly warranted to the plaintiff that he would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that he would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing his specialty.
4. On or about February 2019 to March 2019, the defendant, Ravnet Thind, M.D., breached his express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing his specialty.
5. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XVI.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count VIII and Paragraphs One through Four of Count IX of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Ravnet Thind, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Ravnet Thind, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Ravnet Thind, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XVII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count VIII, Paragraphs One through Four of Count IX and Paragraphs One through Six of Count X of this complaint as if each were set forth here in its entirety.

2. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XVIII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count VIII, Paragraphs One through Four of Count IX and Paragraphs One through Six of Count X of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XIX**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XX**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.

2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ravnet Thind, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XXI**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
5. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind, M.D., in this complaint as if each were set forth here in its entirety.
6. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind M.D., in this complaint as if each were set forth here in its entirety.

4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ravnet Thind, M.D., the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Ravnet Thind M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXIII**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXIV**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ravnet Thind, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Ravnet Thind M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXV.**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ravnet Thind, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Ravnet Thind, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XXVI.**

1. The plaintiff, Juan Carlos Torres, Jr., is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Ravnet Thind, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ravnet Thind M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ravnet Thind, M.D., the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Ravnet Thind M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## Count XXVII.

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice his profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Keith Reisinger-Kindle, D.O, represented and held himself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that he was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Keith Reisinger-Kindle, D.O, who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Keith Reisinger-Kindle, D.O, including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that he was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and his failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize his inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of his inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing his specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Keith Reisinger-Kindle, D.O, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great

pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXVIII.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XV of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Keith Reisinger-Kindle, D.O, contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Keith Reisinger-Kindle, D.O, expressly and impliedly warranted to the plaintiff that he would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that he would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing his specialty.
4. On or about February 2019 to March 2019, the defendant, Keith Reisinger-Kindle, D.O, breached his express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing his specialty.
5. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXIX**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XV and Paragraphs One through Four of Count XVI of this complaint as if each were set forth here in its entirety.



2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Keith Reisinger-Kindle, D.O, knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Keith Reisinger-Kindle, D.O, did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Keith Reisinger-Kindle, D.O, had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXX.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XV, Paragraphs One through Four of Count XVI and Paragraphs One through Six of Count XVII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXXI**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XV, Paragraphs One through Four of Count XVI and Paragraphs One through Six of Count XVII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment, against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXXII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XXXIII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Keith Reisinger-Kindle, D.O, the plaintiff, Juan Torres, has

had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXXIV**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XXXV**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Keith Reisinger-Kindle, D.O, the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXXVI**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXXVII.**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Keith Reisinger-Kindle, D.O, the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XXXVIII.**

1. The plaintiff, Juan Carlos Torres, Jr., is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Keith Reisinger-Kindle, D.O's, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XXIX**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Keith Reisinger-Kindle, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Keith Reisinger-Kindle, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Keith Reisinger-Kindle, D.O, the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Keith Reisinger-Kindle, D.O, in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XL**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Shiva Niakan, D.O., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Shiva Niakan, D.O., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.

4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Shiva Niakan, D.O., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Shiva Niakan, D.O., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Shiva Niakan, D.O., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XLI**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXII of this complaint as if each were set forth here in its entirety.

2. On or about February 2019 to March 2019, the defendant, Shiva Niakan, D.O., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Shiva Niakan, D.O., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. On or about February 2019 to March 2019, the defendant, Shiva Niakan, D.O., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Shiva Niakan, D.O.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count XLII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXII and Paragraphs One through Four of Count XXIII of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Shiva Niakan, D.O., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Shiva Niakan, D.O., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Shiva Niakan, D.O., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the

plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.

6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Shiva Niakan, D.O.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XLIII.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXII, Paragraphs One through Four of Count XXIII and Paragraphs One through Six of Count XIV of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Shiva Niakan, D.O.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XLIV.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXII, Paragraphs One through Four of Count XXIII and Paragraphs One through Six of Count XIV of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Shiva Niakan, D.O.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.



## **Count XLV**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Shiva Niakan, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Shiva Niakan, D.O.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count XLVI**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Shiva Niakan, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Shiva Niakan, D.O., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Shiva Niakan, D.O., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count XLVII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Shiva Niakan, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Shiva Niakan, D.O's, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Shiva Niakan, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XLVIII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Shiva Niakan, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Shiva Niakan, D.O, the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Shiva Niakan, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XLIX**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Shiva Niakan, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Shiva Niakan, D.O's, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Shiva Niakan, D.O, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count L**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Shiva Niakan, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Shiva Niakan, D.O, the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Shiva Niakan, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LI**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Shiva Niakan, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O, in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Shiva Niakan, D.O's, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Shiva Niakan, D.O, in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count LII**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Shiva Niakan, D.O, was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Shiva Niakan, D.O, in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Shiva Niakan, D.O, the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Shiva Niakan, in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count LIII**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Sarah Nathan, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Sarah Nathan, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Sarah Nathan, M.D., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;

- c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Sarah Nathan, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

#### **Count LIV.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XIXXX of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Sarah Nathan, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Sarah Nathan, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. On or about February 2019 to March 2019, the defendant, Sarah Nathan, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.

5. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LV**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XIX and Paragraphs One through Four of Count XXX of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Sarah Nathan, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Sarah Nathan, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Sarah Nathan, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LVI.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XIXX, Paragraphs One through Four of Count XXX and Paragraphs One through Six of Count XXXI of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LVII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XIXX, Paragraphs One through Four of Count XXX and Paragraphs One through Six of Count XXXI of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LVIII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LIX**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sarah Nathan, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXI**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.



## **Count LXI**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sarah Nathan, M.D., the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count LXII**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count LXIII**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sarah Nathan, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXIV**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sarah Nathan, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXV**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Sarah Nathan, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sarah Nathan, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sarah Nathan, M.D., the plaintiff, Juan Carlos Torres, Jr., has

had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Sarah Nathan, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXVI.**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Megan Miller, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Megan Miller, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Megan Miller, M.D., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and

- e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Megan Miller, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXVII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXXVI of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Megan Miller, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Megan Miller, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. On or about February 2019 to March 2019, the defendant, Megan Miller, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Megan Miller, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count LXVIII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXXVI and Paragraphs One through Four of Count XXXVII of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Megan Miller, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Megan Miller, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Megan Miller, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Megan Miller, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count LXIX**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXXVI, Paragraphs One through Four of Count XXXVII and Paragraphs One through Six of Count XXXVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Megan Miller, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXX**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XXXVI, Paragraphs One through Four of Count XXXVII and Paragraphs One through Six of Count XXXVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Megan Miller, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXI**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Megan Miller, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXXII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Megan Miller, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXIII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Megan Miller, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXIV.**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Megan Miller, M.D., the plaintiff, Alesandra Sosa, has had

severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXV**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Megan Miller, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXVI.**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Megan Miller, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.



## **Count LXXVII**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Megan Miller, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count LXXVIII**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Megan Miller, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Megan Miller, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Megan Miller, M.D., the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Megan Miller, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count LXXIX**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice his profession in the Commonwealth of Massachusetts.

3. At all times relevant to this complaint, the defendant, Ian Goldsmith, M.D., represented and held himself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that he was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Ian Goldsmith, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Ian Goldsmith, M.D., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that he was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and his failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize his inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of his inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing his specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Ian Goldsmith, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count LXXX**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XLIII of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Ian Goldsmith, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Ian Goldsmith, M.D., expressly and impliedly warranted to the plaintiff that he would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that he would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing his specialty.
4. On or about February 2019 to March 2019, the defendant, Ian Goldsmith, M.D., breached his express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing his specialty.
5. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count LXXXI**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XLIII and Paragraphs One through Four of Count XLIV of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Ian Goldsmith, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.

4. On or about February 2019 to March 2019, the defendant, Ian Goldsmith, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Ian Goldsmith, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXXII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XLIII, Paragraphs One through Four of Count XLIV and Paragraphs One through Six of Count XLV of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXXIII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count XLIII, Paragraphs One through Four of Count XLIV and Paragraphs One through Six of Count XLV of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXXIV.**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXXXV**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ian Goldsmith, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count LXXXVI**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXXVII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth herein its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ian Goldsmith, M.D., the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXXVIII**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count LXXXIX**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ian Goldsmith, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XC**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Ian Goldsmith, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has

suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XCI**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Ian Goldsmith, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Ian Goldsmith, M.D., in this complaint as if each were set forth herein its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Ian Goldsmith, M.D., the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Ian Goldsmith, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XCII**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Eilean Attwood, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Eilean Attwood, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Eilean Attwood, M.D., including, but not limited to the following:



- a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Eilean Attwood, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XCIII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count L of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Eilean Attwood, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Eilean Attwood, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.

4. On or about February 2019 to March 2019, the defendant, Eilean Attwood, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

#### **Count XCIV.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count L and Paragraphs One through Four of Count LI of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Eilean Attwood, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Eilean Attwood, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Eilean Attwood, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has

incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XCV.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count L, Paragraphs One through Four of Count LI and Paragraphs One through Six of Count LII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XCVI**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count L, Paragraphs One through Four of Count LI and Paragraphs One through Six of Count LII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count XCVII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood, M.D., in this complaint as if each were set forth here in its entirety.

4. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XCVIII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Eilean Attwood, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count XCIX**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count C**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Eilean Attwood, M.D., the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CI**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CII.**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Eilean Attwood, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CIII.**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Eilean Attwood, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count CIV**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Eilean Attwood, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Eilean Attwood, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Eilean Attwood, M.D., the plaintiff, Juan Carlos Torres, Jr.,

has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Eilean Attwood, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count CV**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Carolyn Delk, D.O., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Carolyn Delk, D.O., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Carolyn Delk, D.O., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and

- e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Carolyn Delk, D.O., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CVI**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LVII of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Carolyn Delk, D.O., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Carolyn Delk, D.O., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. On or about February 2019 to March 2019, the defendant, Carolyn Delk, D.O., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.



## **Count CVII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LVII and Paragraphs One through Four of Count LVIII of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Carolyn Delk, D.O., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. On or about February 2019 to March 2019, the defendant, Carolyn Delk, D.O., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Carolyn Delk, D.O., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count CVIII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LVII, Paragraphs One through Four of Count LVIII and Paragraphs One through Six of Count LIX of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CIX**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LVII, Paragraphs One through Four of Count LVIII and Paragraphs One through Six of Count LIX of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CX**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count CXI**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Carolyn Delk, D.O., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count CXII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXIII**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Carolyn Delk, D.O., the plaintiff, Alesandra Sosa, has had

severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXIV**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXV**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Carolyn Delk, D.O., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count CXVI**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Carolyn Delk, D.O.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count CXVII**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Carolyn Delk, D.O., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Carolyn Delk, D.O., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Carolyn Delk, D.O., the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Carolyn Delk, D.O., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

## **Count CXVIII**

1. The plaintiff, Elvira Torres, is a resident of Rochester, Monroe County, New York.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.

3. At all times relevant to this complaint, the defendant, Sophia Bachilova, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition on or about February 2019 to March 2019.
4. On or about February 2019 to March 2019, the plaintiff submitted herself to the care and treatment of the defendant, Sophia Bachilova, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Elvira Torres, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Sophia Bachilova, M.D., including, but not limited to the following:
  - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition on or about February 2019 to March 2019;
  - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition on or about February 2019 to March 2019, and her failure to prescribe proper and timely treatment for said condition;
  - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
  - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
  - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Sophia Bachilova, M.D., the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count CXIX.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LXIV of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, the defendant, Sophia Bachilova, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Sophia Bachilova, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. On or about February 2019 to March 2019, the defendant, Sophia Bachilova, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s breach of express and implied warranties, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

## **Count CXX**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LXIV and Paragraphs One through Four of Count LXV of this complaint as if each were set forth here in its entirety.
2. On or about February 2019 to March 2019, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. On or about February 2019 to March 2019, the defendant, Sophia Bachilova, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.

4. On or about February 2019 to March 2019, the defendant, Sophia Bachilova, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Sophia Bachilova, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Elvira Torres, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXI.**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LXIV, Paragraphs One through Four of Count LXV and Paragraphs One through Six of Count LXVI of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXII**

1. The plaintiff, Elvira Torres, repeats and reavers fully herein Paragraphs One through Five of Count LXIV, Paragraphs One through Four of Count LXV and Paragraphs One through Six of Count LXVI of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Elvira Torres, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.



WHEREFORE, the plaintiff, Elvira Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXIII**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Torres, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count CXXIV**

1. The plaintiff, Juan Torres, is the husband of Elvira Torres, and the person entitled by marriage to the benefit of her full society, companionship and consortium.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Torres, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sophia Bachilova, M.D., the plaintiff, Juan Torres, has had severely restricted the benefit of the society, companionship, and consortium of his said wife, all to his great damage.

WHEREFORE, the plaintiff, Juan Torres, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

### **Count CXXV**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Alesandra Sosa, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXVI**

1. The plaintiff, Alesandra Sosa, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Alesandra Sosa, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sophia Bachilova, M.D., the plaintiff, Alesandra Sosa, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Alesandra Sosa, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXVII**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.

3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lisandra Vega, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXVIII**

1. The plaintiff, Lisandra Vega, is the daughter of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Lisandra Vega, repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sophia Bachilova, M.D., the plaintiff, Lisandra Vega, has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Lisandra Vega, prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

### **Count CXXIX.**

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a resident of Rochester, Monroe County, New York.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As a direct and proximate result of the defendant, Sophia Bachilova, M.D.'s, negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Juan Carlos Torres, Jr., has

suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

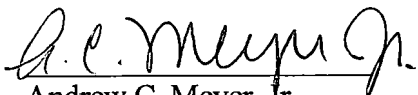
### Count CXXX

1. The plaintiff, Juan Carlos Torres, Jr., is the son of Elvira Torres, and a person entitled by birth to the benefit of her full society, companionship and consortium.
2. The defendant, Sophia Bachilova, M.D., was at all times relevant to this complaint a physician licensed to practice in the Commonwealth of Massachusetts.
3. The plaintiff, Juan Carlos Torres, Jr., repeats and reavers fully herein the allegations contained in the aforementioned Counts pleaded by the plaintiff, Elvira Torres, against the defendant, Sophia Bachilova, M.D., in this complaint as if each were set forth here in its entirety.
4. As the direct and proximate result of the negligence, breach of warranties, and failure to obtain informed consent of the defendant, Sophia Bachilova, M.D., the plaintiff, Juan Carlos Torres, Jr., has had severely restricted the benefit of the society, companionship, and consortium of her mother, all to her great damage.

WHEREFORE, the plaintiff, Juan Carlos Torres, Jr., prays judgment against the defendant, Sophia Bachilova, M.D., in an amount which is just and appropriate to compensate him for his injuries, together with interest and costs.

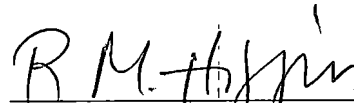
### PLAINTIFFS CLAIM TRIAL BY JURY.

Respectfully submitted,  
The plaintiffs,  
By their attorney,



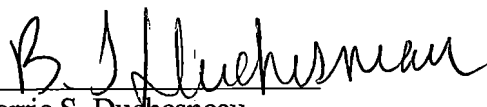
Andrew C. Meyer, Jr.  
BBO# 344300  
LUBIN & MEYER, P.C.  
100 City Hall Plaza  
Boston, MA 02108  
(617) 720-4447

Respectfully submitted,  
The plaintiffs,  
By their attorney,



Robert M. Higgins  
BBO# 567229  
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100 City Hall Plaza  
Boston, MA 02108  
(617) 720-4447

Respectfully submitted,  
The plaintiffs,  
By their attorney,



Barrie S. Duchesneau  
BBO# 673794  
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Boston, MA 02108  
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CLERKS OFFICE  
SUPERIOR COURT  
HAMPDEN COUNTY

2021 NOV 15 A 9:51

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT  
CIVIL ACTION  
NO. **21 0584**

ELVIRA TORRES,  
JUAN TORRES,  
ALESANDRA SOSA, PPA ELVIRA TORRES  
LISANDRA VEGA, PPA ELVIRA TORRES AND  
JUAN CARLOS TORRES, JR., PPA ELVIRA TORRES  
Plaintiff,

V.  
ADRIENNE TRAN, M.D.,  
RAVNET THIND, M.D.,  
KEITH REISINGER-KINDLE, D.O.,  
SHIVA NIAKAN, D.O.,  
SARAH NATHAN, M.D.,  
MEGAN MILLER, M.D.,  
IAN GOLDSMITH, M.D.,  
EILEAN ATTWOOD, M.D.,  
CAROLYN DELK, D.O., AND  
SOPHIA BACHILOVA, M.D.,  
Defendants.

HAMPDEN COUNTY  
SUPERIOR COURT  
FILED  
NOV 15 2021  
*Barrie S. Duchesneau*  
CLERK OF COURTS

**NOTICE OF APPEARANCE**

Please enter the appearance of Barrie S. Duchesneau from the law firm of Lubin & Meyer, P.C, as counsel on behalf of the plaintiffs in the above-captioned matter.

The Plaintiff,  
By their attorneys,

*Barrie S. Duchesneau*

Barrie S. Duchesneau  
BBO# 673794  
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[bduchesneau@lubinandmeyer.com](mailto:bduchesneau@lubinandmeyer.com)

Dated: November 4, 2021

CLERK'S OFFICE  
SUPERIOR COURT  
HAMPDEN COUNTY

2021 NOV 15 A 3:51



COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

SUPERIOR COURT  
CIVIL ACTION  
NO. **21 0584**

ELVIRA TORRES,  
JUAN TORRES,  
ALESANDRA SOSA, PPA ELVIRA TORRES  
LISANDRA VEGA, PPA ELVIRA TORRES AND  
JUAN CARLOS TORRES, JR., PPA ELVIRA TORRES

Plaintiff,

V.

ADRIENNE TRAN, M.D.,  
RAVNET THIND, M.D.,  
KEITH REISINGER-KINDLE, D.O.,  
SHIVA NIAKAN, D.O.,  
SARAH NATHAN, M.D.,  
MEGAN MILLER, M.D.,  
IAN GOLDSMITH, M.D.,  
EILEAN ATTWOOD, M.D.,  
CAROLYN DELK, D.O., AND  
SOPHIA BACHILOVA, M.D.,

Defendants.

HAMPDEN COUNTY  
SUPERIOR COURT  
FILED

NOV 15 2021

*[Signature]*  
CLERK OF COURTS

**NOTICE OF APPEARANCE**

Please enter the appearance of Robert M. Higgins from the law firm of Lubin & Meyer, P.C, as counsel on behalf of the plaintiffs in the above-captioned matter.

The Plaintiffs,  
By their attorneys,

*Robert M. Higgins*

Robert M. Higgins  
BBO# 567229  
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Dated: November 4, 2021

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HAMDEN COUNTY

2021 NOV 15 A 9 51