

CIVIL TRACKING ORDER
(STANDING ORDER 1-88)

DOCKET NUMBER
2179CV00584

Trial Court of Massachusetts
The Superior Court



CASE NAME:

Torres, Elvira et al vs. Tran, M.D., Adrienne et al

Laura S Gentile, Clerk of Courts

TO: File Copy

COURT NAME & ADDRESS

Hampden County Superior Court
Hall of Justice - 50 State Street
P.O. Box 559
Springfield, MA 01102

TRACKING ORDER - A - Average

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		02/14/2022	
Response to the complaint filed (also see MRCP 12)		03/15/2022	
All motions under MRCP 12, 19, and 20	03/15/2022	04/14/2022	05/16/2022
All motions under MRCP 15	01/09/2023	02/08/2023	02/08/2023
All discovery requests and depositions served and non-expert depositions completed	11/06/2023		
All motions under MRCP 56	12/05/2023	01/04/2024	
Final pre-trial conference held and/or firm trial date set			05/03/2024
Case shall be resolved and judgment shall issue by			11/14/2024

The final pre-trial deadline is **not the scheduled date of the conference**. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED

11/16/2021

ASSISTANT CLERK

Lois Cignoli

PHONE

(413)735-6016

Hampden, ss.

**HAMPDEN COUNTY
SUPERIOR COURT
FILED**

DEC 15 2021

Superior Court Department
of the Trial Court
Civil Action No. 2179CV00584

ELVIRA TORRES, et al.,
Plaintiffs

Harold S. Ford
CLERK OF COURTS

V.

ADRIENNE TRAN, M.D., et al.,
Defendants

UNIFORM COUNSEL
CERTIFICATION OF DEFENDANT,
MEGAN MILLER, M.D.

In accordance with Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) which states in part: . . . Attorneys shall: provide their clients with this information about court-connected dispute resolution services, discuss with their clients the advantages and disadvantages of the various methods of dispute resolution, and certify their compliance with this requirement on the civil cover sheet or its equivalent.

I hereby certify that I have complied with this requirement.

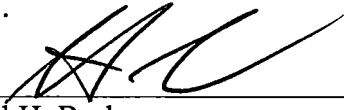
Dated: December 15, 2021

The Defendant
MEGAN MILLER, M.D.
By Her Attorneys:

Michael H. Burke, BBO No. 065400
Christopher J. Visser, BBO No. 676531
Bulkley, Richardson and Gelinas, LLP
1500 Main Street - Suite 2700
P.O. Box 15507
Springfield, MA 01115
(413) 781-2820; (413) 707-1743 Fax
mburke@bulkley.com
cvisser@bulkley.com

Certificate of Service

I, Michael H. Burke, attorney for the defendant, Megan Miller, M.D., in this above matter, hereby certify that a true copy of the above document was served upon the attorney of record for each party by mail on December 15, 2021.



Michael H. Burke

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss.

SUPERIOR COURT DEPARTMENT OF
THE TRIAL COURT
Civil Action No. 2179CV00584

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.

PLAINTIFFS' OFFER OF PROOF

In this medical malpractice action, the plaintiffs, Elvira Torres (formerly Oquendo), Juan Torres, Lisandra Vega, Juan Carlos Torres, Jr, and Alesandra Sosa seek to recover for the severe and permanent personal injuries suffered by Elvira Torres as a result of the negligent care and treatment rendered to her by the defendants, Adrienne Tran, MD, Ravneet Thind, MD, Keith Reisinger-Kindle, DO, Shiva Niakan, DO, Sarah Nathan, MD, Megan Miller, MD, Ian Goldsmith, MD, Eilean Attwood, M.D., Carolyn Delk, DO, and Sophia Bachilova, MD.

Specifically, the plaintiffs allege that the care and treatment rendered to Elvira Torres by Adrienne Tran, MD, Ravneet Thind, MD, Keith Reisinger-Kindle, DO, Shiva Niakan, DO, Sarah Nathan, MD, Megan Miller, MD, Ian Goldsmith, MD, Eilean Attwood, M.D., Carolyn Delk, DO, and Sophia Bachilova, MD in February and March 2019 fell below the accepted standard of care for the average qualified obstetrician and neurologist when they: failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when they failed to obtain an emergent neurology consult, when they failed to obtain an MRI of the brain, and when they failed to plan for emergent cesarean section delivery.

Further, the plaintiffs allege that as a direct result of these deviations from the accepted standard of care, Elvira Torres was allowed to go into labor and then labor for hours prior to delivery which resulted in a brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

This written portion of the Plaintiffs' Offer of Proof consists of the following items which will be offered at the trial of this action:

- A. Baystate Medical Center records dated 1/22/18 through 3/6/19;
- B. Baystate Medical Center records dated 1/22/18 through 3/6/19;
- C. Baystate Medical Center records dated 1/22/18 through 3/6/19;
- D. Massachusetts General Hospital records dated 3/6/19 through 3/29/19;
- E. University of Rochester Medical Center medical records dated 9/10/19 through 9/27/19;
- F. Expert Letter and Curriculum Vitae of Joshua Holden, MD; and
- G. Expert Letter and Curriculum Vitae of Kenneth Fischer, MD.

This written portion of the Plaintiffs' Offer of Proof also contains an argument that the plaintiffs have satisfied the requirements of M.G.L. c. 231 §60B in that this action presents a legitimate question of liability appropriate for further judicial review.

STATEMENT OF FACTS

Ms. Oquendo's past medical history included a known Arnold-Chiari malformation, Arteriovenous malformation (AVM) stereotactic radiosurgery for a left cerebellar AVM in November 2013, a second AVM surgery in July 2013, Syring of the spinal cord, migraines, MS, and two prior live births. (E4). After her AVM surgery, Ms. Oquendo was instructed that should she have a subsequent pregnancy she must not labor, push, or receive an epidural. (E10). Ms. Oquendo moved from New York to Springfield in May 2016.

In January 2018, Ms. Oquendo began preconception counseling at Baystate Medical Center. (A1-4) Her prior medical history was reviewed including her history of a primary C-section with her last birth due to her AVM history and recommendations for no laboring or epidural. (A1-4)

Between March and April 2018, Ms. Oquendo was seen and evaluated by neurosurgery and underwent a diagnostic cerebral angiogram. (B45-47) Findings of the cerebral angiogram reported no residual and no recurrence of the previously repaired left AVM. (B46-47)

On 7/19/18, Ms. Oquendo had a positive urine pregnancy test. (A5).

On 8/22/18, Ms. Oquendo began her prenatal care at Baystate Medical Center. (B1). Ms. Oquendo's medical history of AVM, Arnold Chiari malformation, and MS were noted. (B1-11).

On 8/30/18, a fetal ultrasound was performed and Ms. Oquendo was estimated to be 11 weeks and 5 days gestation with an expected due date of 3/16/19. (B12-13).

On 9/25/18, Ms. Oquendo presented for a prenatal visit. (B14-22) During her visit Ms. Oquendo expressed concern and anxiety about her delivery. (B14-22) Ms. Oquendo noted that she had been instructed by her previous physicians that she must not labor or push. (B14-22) Delivery options were discussed with additional counseling planned. (B14-22) She also expressed concern about her headaches which she described as similar to when she was first diagnosed with an AVM prior to embolization. (B14). Ms. Oquendo was followed by neurology and neurosurgery and considered stable. (B21)

On 12/11/18, at 26 weeks gestation, Ms. Oquendo presented to Baystate Medical Center for her prenatal visit. (B26-32) Again, Ms. Oquendo expressed her concern that she did not wish to have a vaginal delivery even if cleared by anesthesia. (B26-32) Ms. Oquendo provided a note at this appointment from her previous physicians regarding her pregnancy and delivery in 2013 that stated she must not have an epidural or push during delivery due to her history of Arnold Chiari malformation and syrinx of the spinal cord. (B 29). Ms. Oquendo's most recent delivery had been by c-section at 37 weeks under general anesthesia per her prior neurologist's recommendation. (B16, B30)

On 12/28/18, at 28 weeks gestation, Ms. Oquendo presented to Baystate Medical Center for her prenatal visit. (B33-40) Fetal movement was noted as normal. (B33-40) During the visit, Ms. Oquendo had many questions about her method of delivery and timing of delivery. (B33) She expressed a strong desire to have a repeat C-section due to her medical history and recommendations from her prior obstetrician. (B35, B39) Ms. Oquendo was noted as a high-risk pregnancy due to her medical history. (B35, B39) An evaluation by anesthesia and maternal fetal medicine (MFM) was planned. (B35, B39)

On 2/1/19, at 33 weeks and 5 days gestation, Ms. Oquendo presented to Christine Penso, M.D. for a Maternal Fetal Medicine consult. **(B45-52)** Ms. Oquendo's complete medical history was reviewed. **(B45-47)** Dr. Penso was aware of Ms. Oquendo's prior AVM repair and the possibility of hemorrhage with labor and delivery. **(B48-49)** Regarding her Chiari I malformation, Dr. Penso referred to Ms. Oquendo's neurosurgery consult and cerebral angiogram from March/April 2018 that showed no residual AVM. **(B49-50)** Dr. Penso's impression was that since there was no residual AVM there was no contraindication for a vaginal delivery or regional anesthesia. **(B49-50)** After her evaluation and examination, Dr. Penso's recommendation was that Ms. Oquendo was safe for a vaginal delivery with forceps assistance prior to 39 weeks or a repeat cesarean at 39 weeks with close blood pressure monitoring no matter the delivery method. **(B49, B51-52).**

On 2/8/19, at 34 weeks and 5 days gestation, Ms. Oquendo present to Baystate Medical Center for an anesthesia obstetric consult. **(B55-57)** Her medical history was reviewed as well as her prior surgical/anesthesia history including a 2005 vaginal delivery with epidural and a 2013 c-section under general anesthesia secondary to AVM and Chiari malformation. **(B55)** Ms. Oquendo reported intermittent headaches. **(B57)** After evaluation and examination, Ms. Oquendo was informed that there was no absolute contraindication for neuraxial anesthesia (epidural) for patients with her condition; however, caution should be taken should she develop symptoms suggestive of increased intracranial pressure, around the time of delivery/surgery. **(B57)**

On 2/25/19, at 37 weeks and 1-day gestation, Ms. Oquendo was seen and evaluated at Baystate Medical Center by obstetrician Sophia Bachilova, M.D. **(B58-65)** During this visit Ms. Oquendo complained of worsening headaches with vertigo, dizziness, and pressure in her forehead. **(B59)** Ms. Oquendo and her partner also expressed concern that her C-section had not

yet been scheduled especially with her increasing neurological symptoms. (B59-65) Dr. Bachilova noted the obstetric anesthesia consult that found no absolute contraindications for epidural during labor. (B59) Dr. Bachilova also reviewed the Maternal Fetal Medicine recommendations including the plan for repeat c-section at 39 weeks gestation. (B59) Ms. Oquendo again expressed concern regarding delivery at 39 weeks, especially given her worsening headaches, vertigo, dizziness, and forehead pressure, and the fact that the recommendation had been made based on an MRI and cerebral angiogram done the year prior. (B45-47, B59-65) The possibility of a repeat MRI was discussed but never scheduled. (B65). Dr. Bachilova discussed Ms. Oquendo's visit with Eilean Attwood, M.D. with no new orders and regular follow-up was planned. (B65)

On 3/2/19, at 38 weeks gestation, Ms. Oquendo presented to Baystate Medical Center ED with complaints of a severe right sided sharp headache (9/10), associated with nausea, and vomiting triggered by noise and light which had been persistent for days. (C1-2) She reported that although she had suffered from headaches since her coiling in 2018, her headaches had recently become much worse and she had not been sleeping due to the pain. (C1) Ms. Oquendo was seen and evaluated by Carolyn Delk, DO, Shiva Niakan, DO, and Sarah Nathan, M.D. (C1-5) On examination, Ms. Oquendo was found to have no neurological deficits. (C1-2) While in the ED fetal monitoring was obtained including ultrasound that showed good fetal movement with no concern for labor. (C2-5) Ms. Oquendo was administered Reglan, Benadryl, and Tylenol. (C1-2) After approximately 2 hours Ms. Oquendo reported a decrease in her headache and was diagnosed with a migraine. (C2) She was deemed stable for discharge by DO Niakan who consulted with DO Delk and Dr. Nathan who agreed with the plan. (C1-5) Ms. Oquendo was released with instructions to come back should she experience any change. (C5)

On 3/5/19 at 5:00 A.M., at 38 weeks and 2 days gestation, Ms. Oquendo again presented to Baystate Medical Center with complaints of a worsening headache similar to her AVM headache accompanied by vomiting and dizziness. (C6) Her symptoms included light sensitivity, tense/tight neck, blurry and double vision, nausea, vomiting, dizziness, and cognitive issues. (C6). While in the emergency department Ms. Oquendo was followed by obstetricians Ravneet K. Thind, M.D., Megan Miller, M.D., and Keith Reisinger- Kindle, M.D. (C6-13)

By 6:45 A.M., Ms. Oquendo's symptoms had not improved and she was now experiencing contractions. (C12) At this time, she was admitted to labor and delivery for monitoring and neurology consult. (C6-12)

At 10:56 a.m. Ms. Oquendo was noted as having 1 contraction every 10 minutes, lasting 40 seconds. (C48)

At 11:50 A.M., Ms. Oquendo was seen and evaluated by neurologists Ian Goldsmith, M.D. and Adrienne Tran, M.D. (C18-21) Dr. Goldsmith and Dr. Tran noted that Ms. Oquendo's headaches had been ongoing for the prior 2 weeks and raised concern for a possible recurrent AVM. (C18-21) An MRI of the brain was recommended. (C18-21) Nurse Neomi Seidell checked on Ms. Oquendo at 12:20 p.m. for her continuing 10/10 headache. (C43)

Throughout the afternoon Ms. Oquendo complained of a persistent and painful headache (10/10). (C48-49) Attempts were made to obtain the brain MRI during the afternoon; however, nursing was informed by the MRI department that an MRI would not be done until later in the evening. (C49)

At 9:35 p.m., an MRI was obtained. (C30-31) The MRI reported critical findings of acute hemorrhage in the left cerebellar hemisphere adjacent to the prior AVM and additional findings of mild hydrocephalus and cerebellar tonsillar herniation. (C30-31)

Throughout the night, Ms. Oquendo continued to complain of a headache (10/10) unrelieved by pain medication. (C27-28) Dr. Reisinger-Kindle planned for NSTs in the morning. (C27)

On 3/6/19, at 4:15 a.m., the critical findings on MRI of acute hemorrhage in the left cerebellar hemisphere adjacent to the prior AVM were discussed with Dr. Reisinger-Kindle. (C31)

At 4:28 a.m., Kimberly Marakovits, M.D. performed a non-stress test that was reported as reactive and continued monitoring was recommended. (C36)

At 6:30 a.m., Ms. Oquendo continued to complain of a constant headache. (C43- 45)

At around 9:00 a.m., the findings of Ms. Oquendo's MRI from the previous night were discussed with neurosurgery and the obstetrical service. (C31) After neurosurgical evaluation a recommendation was made for transfer to another facility that would be able to deliver Ms. Oquendo via c-section with vascular neurosurgery available since Baystate Medical Center did not have a vascular neurosurgeon on service. (C35) Ms. Oquendo was accepted for admission to Massachusetts General Hospital (MGH) and arrangements for transfer were made. (C34-35, C38, C40)

At 12:45 p.m., Ms. Oquendo was transferred by ambulance to MGH, nearly 32 hours after admission. (C53-56, D15) Ms. Oquendo was admitted and delivered a healthy baby boy via C-section. (D1-3)

On 3/7/19, Ms. Oquendo underwent a cerebral angiogram that reported findings of pooling blood consistent with a cerebellar hemorrhage with no obvious early venous drainage. (D16-19) Ms. Oquendo's headaches persisted. (D16-19)

On 3/9/19, Ms. Oquendo complained of a thunderclap headache and a head CT was completed that showed findings of a mild increase in ventricular size. (D18) As a result, a right frontal EVD was placed. (D18) Ms. Oquendo required continued EVD drainage and was monitored for continued signs of hydrocephalus. (D18)

On 3/21/19, Ms. Oquendo required a right ventriculostomy. (D4, D17)

On 3/26/19, the EVD drain was removed. (D18)

On 3/29/19, Ms. Oquendo was discharged from MGH to her home with home care services. (D12-32) She has since returned to New York and is cared for by family. (TAB E) Since her hemorrhage she has had difficulty walking and vision loss. (TAB E) She is unable to independently care for her children due to her neurological deficits as a result of her brain hemorrhage. (Tab E)

LIABILITY

Medical experts, Joshua Holden, MD and Kenneth Fischer, MD, were consulted regarding the care and treatment rendered to the plaintiff by the defendants.

Their curriculum vitae are attached hereto at **Tabs F and G**.

It is Dr. Holden's opinion that a pregnant woman with a prior history of AVM repair who presents to her OB or hospital ED at or over 37 weeks gestation with complaints of worsening/severe, sharp, headaches, vertigo, dizziness, nausea, vomiting, and pressure in her forehead must be referred to the ED and/or promptly admitted to the hospital for emergent neurological evaluation, MRI of the brain, and cesarean section. A woman at 37 weeks gestation with these complaints must not be allowed to labor once she becomes symptomatic since she is at an increased risk of brain hemorrhage due to her AVM repair and the increased circulatory volume and blood pressure that accompanies pregnancy, labor and delivery.

For these reasons the standard of care in Massachusetts from 2019 to the present required the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who is at or beyond 37 weeks gestation with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, pressure in the forehead, double vision, and cognitive changes to: 1) recognize and appreciate signs and symptoms that require emergent neurological evaluation and head imaging; 2) order and facilitate prompt transfer of the patient to the ED for neurological evaluation, head imaging, and cesarean section; and 3) when the patient with a history of AVM repair presents to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, and vomiting emergently obtain a neurology consult, MRI of the brain, and plan for emergent cesarean section delivery.

It is Dr. Fischer's opinion that an arteriovenous malformation (AVM) is a tangle of abnormal blood vessels connecting the arteries and veins in the brain. A neurologist consulting regarding the care and treatment of a pregnant mother at or beyond 37 weeks who has undergone surgical repair of an AVM and presents with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, and pressure in the forehead must recognize and appreciate the increased potential for brain hemorrhage in this patient and order an emergent MRI and recommend emergent cesarean section delivery to prevent hemorrhage. The neurologist must recognize and appreciate the fact that this woman must not be allowed to labor with these symptoms since she is at an increased risk of brain hemorrhage. Should hemorrhage be seen on MRI the neurologist must initiate through the obstetrician emergent cesarean section delivery to prevent worsening hemorrhage, hydrocephalus, and cerebellar tonsillar herniation. If the medical facility does not have the capabilities of treating a brain hemorrhage should this occur then the patient must be emergently transferred to a tertiary facility capable of providing vascular

neurosurgical intervention as needed. Failure to appropriately manage this patient with timely cesarean section when first presenting with symptoms of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, and pressure in her forehead will result, in brain hemorrhage, and if allowed to labor for hours will result in hydrocephalus, tonsillar herniation, and permanent and severe neurological injury, as in the case of Elvira Oquendo.

For these reasons the standard of care in Massachusetts from 2019 to the present required the average qualified neurologist consulting on an obstetrical patient at or beyond 37 weeks who has previously undergone surgical repair of an AVM and presents with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, vision changes, and cognitive issues to: 1) recognize and appreciate a patient at increased risk of brain hemorrhage; 2) order and obtain an emergent MRI; 3) recommend emergent cesarean section and not allow the patient to labor; and/or 4) order emergent transfer of the patient to a tertiary care facility where vascular neurosurgical intervention is available, if necessary.

LIABILITY OF THE DEFENDANT, SOPHIA BACHILOVA, MD

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 2/25/19 by obstetrician Sophia Bachilova, M.D. fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who is at or beyond 37 weeks gestation with complaints of worsening headaches, vertigo, dizziness, and pressure in her forehead when Dr. Bachilova failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; and when Dr. Bachilova failed to order and facilitate prompt transfer of Ms. Oquendo

to the ED for in person neurological evaluation, MRI of the brain, and emergent cesarean section, a discussion with neurology was not sufficient under these circumstances.

Had Dr. Bachilova provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section on 2/25/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Bachilova's deviations from the accepted standard of care on 2/25/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was not evaluated at the ED or by neurology; and, instead, Ms. Oquendo was allowed to go into labor and then labor for hours prior to delivery which resulted in a brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, EILEAN ATTWOOD, MD

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 2/25/19 by obstetrician Eilean Attwood, M.D. fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who was at or beyond 37 weeks gestation with complaints of worsening headaches, vertigo, dizziness, and pressure in her forehead when Dr. Attwood failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; and when Dr. Attwood failed to order and facilitate prompt transfer of Ms. Oquendo to the ED for in person neurological evaluation, MRI of the brain, and emergent cesarean section, a discussion with neurology was not sufficient under these circumstances.

Had Dr. Attwood provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section on 2/25/19.

In Dr Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Attwood's deviations from the accepted standard of care on 2/25/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was not evaluated at the ED or by neurology; and, instead, Ms. Oquendo was allowed to go into labor and then labor for hours prior to delivery which resulted in a brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, CAROLYN DELK, DO

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/2/19 by Carolyn Delk, DO fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who was at or beyond 37 weeks gestation presenting to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, and vomiting when Dr. Delk failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when Dr. Delk failed to obtain an emergent neurology consult, when Dr. Delk failed to obtain an MRI of the brain, and when Dr. Delk failed to plan for emergent cesarean section delivery, and instead, discharged Ms. Oquendo from the ED.

Had Dr. Delk provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section on 3/2/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Delk's deviations from the accepted standard of care on 3/2/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was discharged from the ED without proper evaluation and treatment; and, instead, Ms. Oquendo was allowed to go into labor and then labor for hours prior to delivery which resulted in a brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, SHIVA NIAKAN, DO

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/2/19 by Shiva Niakan, DO fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who is at or beyond 37 weeks gestation presenting to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, and vomiting when Dr. Niakan failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when Dr. Niakan failed to obtain an emergent neurology consult, when Dr. Niakan failed to obtain an MRI of the brain, and when Dr. Niakan failed to plan for emergent cesarean section delivery, and instead, discharged Ms. Oquendo from the ED.

Had Dr. Niakan provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section on 3/2/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Niakan's deviations from the accepted standard of care on 3/2/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was discharged from the ED without proper

evaluation and treatment; and, instead, Ms. Oquendo was allowed to go into labor and then labor for hours prior to delivery which resulted in a brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, SARAH NATHAN, M.D.

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/2/19 by Sarah Nathan, M.D. fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who was at or beyond 37 weeks gestation presenting to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, and vomiting when Dr. Nathan failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when Dr. Nathan failed to obtain an emergent neurology consult, when Dr. Nathan failed to obtain an MRI of the brain, and when Dr. Nathan failed to plan for emergent cesarean section delivery, and instead, discharged Ms. Oquendo from the ED.

Had Dr. Nathan provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section on 3/2/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Nathan's deviations from the accepted standard of care on 3/2/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was discharged from the ED without proper evaluation and treatment; and, instead, Ms. Oquendo was allowed to go into labor and then labor for hours prior to delivery which resulted in a brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, RAVNEET THIND, M.D.

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/5/19 by obstetrician Ravneet K. Thind, M.D. fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who was at or beyond 37 weeks gestation presenting to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, double vision, and cognitive issues when Dr. Thind failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when Dr. Thind failed to obtain an emergent neurology consult, when Dr. Thind failed to obtain an emergent MRI of the brain, and when Dr. Thind failed to plan for emergent cesarean section delivery, and instead, allowed Ms. Oquendo to labor for more than 30 hours.

Had Dr. Thind provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section in the early morning of 3/5/19, instead she was allowed to labor for over 30 hours before being delivered by cesarean section on 3/6/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Thind's deviations from the accepted standard of care on 3/5/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was allowed to go into labor and then labor for over 30 hours prior to delivery which resulted in a worsening brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, MEGAN MILLER, M.D.

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/5/19 by obstetrician Megan Miller, M.D. fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who was at or beyond 37 weeks gestation presenting to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, double vision, and cognitive issues when Dr. Miller failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when Dr. Miller failed to obtain an emergent neurology consult, when Dr. Miller failed to obtain an emergent MRI of the brain, and when Dr. Miller failed to plan for emergent cesarean section delivery, and instead, allowed Ms. Oquendo to labor for more than 30 hours.

Had Dr. Miller provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section in the early morning of 3/5/19, instead she was allowed to labor for over 30 hours before being delivered by cesarean section on 3/6/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Miller's deviations from the accepted standard of care on 3/5/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was allowed to go into labor and then labor for over 30 hours prior to delivery which resulted in a worsening brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, KEITH REISINGER-KINDLE, DO

After review of the relevant medical records, it is Dr. Holden's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/5/19 by obstetrician Keith Reisinger-Kindle, M.D. fell below the accepted standard of care for the average qualified obstetrician providing care and treatment to a patient with a history of AVM repair who was at or beyond 37 weeks gestation presenting to the ED with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, double vision, and cognitive issues when Dr. Reisinger-Kindle failed to recognize and appreciate signs and symptoms that required emergent neurological evaluation and head imaging; when Dr. Reisinger-Kindle failed to obtain an emergent neurology consult, when Dr. Reisinger-Kindle failed to obtain an emergent MRI of the brain, and when Dr. Reisinger-Kindle failed to plan for emergent cesarean section delivery, and instead, allowed Ms. Oquendo to labor for more than 30 hours.

Had Dr. Reisinger-Kindle provided care within the accepted standard of care as outlined above, more likely than not, Ms. Oquendo would have been admitted to the hospital and undergone emergent cesarean section in the early morning of 3/5/19, instead she was allowed to labor for over 30 hours before being delivered by cesarean section on 3/6/19.

In Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, as a direct result of Dr. Reisinger-Kindle's deviations from the accepted standard of care on 3/5/19, as set forth in Dr. Holden's expert opinion letter, Ms. Oquendo was allowed to go into labor and then labor for over 30 hours prior to delivery which resulted in a worsening brain hemorrhage, edema, tonsillar herniation, and the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, IAN GOLDSMITH, MD

After review of the relevant medical records, it is Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/5/19 by neurologist Ian Goldsmith, M.D. fell below the accepted standard of care for the average qualified neurologist consulting on an obstetrical patient at or beyond 37 weeks who has previously undergone surgical repair of an AVM and presents with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, vision changes, and cognitive issues when Dr. Goldsmith failed to recognize and appreciate a patient at increased risk of brain hemorrhage; when Dr. Goldsmith failed to order and obtain an emergent MRI; when Dr. Goldsmith failed to recommend emergent cesarean section and not allow Ms. Oquendo to labor; and/or when Dr. Goldsmith failed to order emergent transfer of Ms. Oquendo to a tertiary care facility where vascular neurosurgical intervention was available, if necessary.

As a direct result of Dr. Goldsmith's deviations from the accepted standard of care Ms. Oquendo suffered severe and permanent neurological injury. Had Dr. Goldsmith provided care within the accepted standard of care, as outlined above, more likely than not, Ms. Oquendo would have delivered her son via cesarean section on 3/5/19, prior to developing brain edema and tonsillar herniation; instead, Ms. Oquendo was allowed to labor for over 30 hours prior to transfer and eventual delivery on 3/6/19, by which time she had worsening hemorrhage, brain edema, and tonsillar herniation that resulted in the severe and permanent neurological injury she continues to live with today.

LIABILITY OF THE DEFENDANT, ADRIENE TRAN, MD

After review of the relevant medical records, it is Dr. Fischer's professional opinion, to a reasonable degree of medical certainty, that the care and treatment rendered to Elvira Oquendo on 3/5/19 by neurologist Adrienne Tran, M.D. fell below the accepted standard of care for the

average qualified neurologist consulting on an obstetrical patient at or beyond 37 weeks who has previously undergone surgical repair of an AVM and presents with complaints of worsening/severe, sharp headaches, vertigo, dizziness, nausea, vomiting, vision changes, and cognitive issues when Dr. Tran failed to recognize and appreciate a patient at increased risk of brain hemorrhage; when Dr. Tran failed to order and obtain an emergent MRI; when Dr. Tran failed to recommend emergent cesarean section and not allow Ms. Oquendo to labor; and/or when Tran failed to order emergent transfer of Ms. Oquendo to a tertiary care facility where vascular neurosurgical intervention was available, if necessary.

As a direct result of Dr. Tran's deviations from the accepted standard of care Ms. Oquendo suffered severe and permanent neurological injury. Had Dr. Tran provided care within the accepted standard of care, as outlined above, more likely than not, Ms. Oquendo would have delivered her son via cesarean section on 3/5/19, prior to developing brain edema and tonsillar herniation; instead, Ms. Oquendo was allowed to labor for over 30 hours prior to transfer and eventual delivery on 3/6/19, by which time she had worsening hemorrhage, brain edema, and tonsillar herniation that resulted in the severe and permanent neurological injury she continues to live with today.

ARGUMENT

Massachusetts General Laws, Chapter 231, §60B and the subsequent case law set forth both the scope and limits of this Tribunal's function in reviewing a claim of medical malpractice. The task of the Medical Malpractice Tribunal is a "narrow" one, in which "the tribunal should simply examine the evidence proposed to be offered on behalf of the patient to determine whether that evidence, 'if properly substantiated, is sufficient to raise a legitimate question of liability appropriate for judicial inquiry or whether the plaintiff's case is merely an unfortunate

medical result.” Feliciano v. Attanucci, 95 Mass.App.Ct. 34, 37-38, (2019), quoting MGL c231, §60B. If the plaintiff’s Offer of Proof is sufficient to raise a legitimate question of liability, the plaintiffs can proceed further without a bond; if not, the plaintiffs may pursue their claim only by posting a bond of Six Thousand (\$6,000.00) Dollars.

The Supreme Judicial Court held in Little v. Rosenthal, 382 N.E.2d 1017, 1039 (1978), that in evaluating evidence submitted by the plaintiffs in a medical malpractice claim, “the tribunal’s task should be compared to a trial judge function in ruling on a Defendants’ motion for a directed verdict,” although these standards are not “one and the same.” Kopycinski v. Aserkoff, 410 Mass. 410, 415, (1991). Because the Tribunal’s assessment occurs before completion of discovery and full vetting of the plaintiff’s theories through *Lanigan* motions, §60B “explicitly contemplates that a plaintiff’s offer of proof to the tribunal need not meet the full evidentiary burden of proof at trial; instead, the offer of proof, taken in the light most favorable to the plaintiff, need only be sufficient to raise a legitimate question of liability, with proper evidentiary substantiation to follow.” Feliciano, 95 Mass.App.Ct., at 38 (emphasis supplied).

Under this standard, a finding for a defendant in a medical malpractice case should be entered, “only when (in) considering the evidence most favorable to the plaintiffs, it is still insufficient to support a verdict in his favor.” Demarzo v. S & P Realty Corp., 306 N.E.2d 432 (1974). All evidence favorable to the plaintiffs – including any expert opinion letter – must be accepted as being true. Extrinsic evidence is not required to substantiate the factual statements in an expert’s opinion, and “a factually based statement by a qualified expert, without more, is sufficient to meet the tribunal standard.” Booth v. Silva, 36 Mass.App.Ct. 16, 21 (1994). The Tribunal is not to engage in weighing the evidence or determining credibility, Keppler v. Tufts,

38 Mass.App.Ct. 587, 589 (1995), and “[a]ny factual dispute as to the meaning of the record is for the jury.” Rahilly v. North Adams Regional Hosp., 36 Mass.App.Ct. 714, 723 (1994).

As it pertains to the Tribunal’s assessment of causation, “not a great deal is required to fend off a directed verdict on the issue of causation. It is enough to adduce evidence that there is a greater likelihood or probability that the harm to the plaintiff flowed from conduct for which the defendant was responsible.” Joudrey v. Nashoba Community Hosp., Inc., 32 Mass. App. Ct. 974, 976 (1992).

The Plaintiffs; evidence before this Tribunal clearly would not entitle the defendant to a directed verdict. The Plaintiffs’ Offer of Proof consists of the following documents:

- A. Baystate Medical Center records dated 1/22/18 through 3/6/19;
- B. Baystate Medical Center records dated 1/22/18 through 3/6/19;
- C. Baystate Medical Center records dated 1/22/18 through 3/6/19;
- D. Massachusetts General Hospital records dated 3/6/19 through 3/29/19;
- E. University of Rochester Medical Center medical records dated 9/10/19 through 9/27/19;
- F. Expert Letter and Curriculum Vitae of Joshua Holden, MD; and
- G. Expert Letter and Curriculum Vitae of Kenneth Fischer, MD.

Certainly, if a jury were to accept the testimony of the Plaintiffs’ experts as true – as the Tribunal must for the purpose of this hearing – it would be warranted in returning a verdict for the Plaintiffs.

In order to establish liability in a medical malpractice case, the Plaintiffs must present evidence to establish: (1) the breach of duty owed by the defendant; and (2) a causal relationship between that breach and the damages allegedly suffered. Civitarese v. Gorney, 358 Mass. 652

(1971); Bernard v. Menicks, 340 Mass. 296 (1960). The Plaintiff's Offer of Proof, including the expert reports of Dr. Holden and Dr. Fischer clearly satisfies both of these requirements:

First, in treating the Plaintiff, the Plaintiff's expert report states that the standard of care due to Elvira Torres was not met by the defendants. Based on their review of the relevant medical records, Dr. Holden and Dr. Fischer conclude that, in their professional opinion, to a reasonable degree of medical certainty, the care and treatment rendered to Elvira Torres by Adrienne Tran, MD, Ravneet Thind, MD, Keith Reisinger-Kindle, DO, Shiva Niakan, DO, Sarah Nathan, MD, Megan Miller, MD, Ian Goldsmith, MD, Eilean Attwood, M.D., Carolyn Delk, DO, and Sophia Bachilova, MD fell below the accepted standard of care for the average qualified obstetrician and neurologist.

Second, a causal link between the Defendants' negligence and the injury suffered is also discussed by Dr. Fischer. He states that as a direct result of the Defendants' negligence, Elvira Torres suffered a permanent neurological injury.

CONCLUSION

The standard, which this Tribunal is bound to follow, requires that all rational inferences be resolved in the Plaintiffs' favor and that this Tribunal accept as true all evidence favorable to the Plaintiffs. Under this standard, "the defendant, in fact, is taken to have conceded the truth" of the Plaintiff's evidence. See, *Smith & Zobel, Rules Practice, 8 Mass. Prac., Series, p. 203*. Based upon the Offer of Proof submitted by the Plaintiffs, and in light of the foregoing standards, the Plaintiffs respectfully submit that there is a legitimate question of liability presented and that the Plaintiffs should be allowed to proceed further without the imposition of a statutory bond.

The plaintiffs,
By their attorneys,

Robert M. Higgins

ROBERT M. HIGGINS

BBO# 567229

BARRIE S. DUCHESNEAU

BBO# 673794

LUBIN & MEYER, P.C.

100 CITY HALL PLAZA

BOSTON, MA 02108

(617) 720-4447

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN COUNTY
SUPERIOR COURT

HAMPDEN, ss

FILED

DEC 15 2021


CLERK OF COURTS

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CIVIL ACTION NO. 2179CV00584

Elvira Torres, et al, PLAINTIFF(S)

V.

SUMMONS

Adrienne Tran, M.D.; et al, DEFENDANT(S)

To the above named defendant: Keith Reisinger-Kindle, D.O. C/O Christopher Visser, Esq. at Bulkley, Richardson and Gelinas, LLP, 1500 Main St., Springfield, MA 01115

You are hereby summoned and required to serve upon Andrew C. Meyer, Jr. at Lubin & Meyer PC plaintiff's attorney, whose address is 100 City Hall Plaza, Boston, MA 02108, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Springfield either before service upon the plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Judith Fabricant, Esq., at Springfield the 22nd day of November
in the year of our Lord two thousand twenty-one.



Laura S. Gentile, Esquire
CLERK OF COURTS

NOTES:

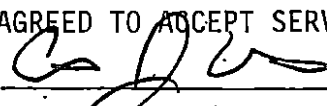
1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

NOTICE TO DEFENDANT - You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's office.

PROOF OF SERVICE OF PROCESS

I hereby certify and return that on November 22, 2021, I served a copy of the within summons, together with a copy of the complaint, in this action, upon the within named defendant, in the following manner (See Mass. R. Civ. P. 4 (d)(1-5): by mailing first-class mail, postage prepaid to Christopher Visser, Esq., at Bulkley, Richardson and Gelinas, LLP, 1500 Main St., Springfield, MA 01115, who agreed to accept service on behalf of his client, Keith Reisinger-Kindle, D.O.

AGREED TO ACCEPT SERVICE



Christopher Visser, Esq.
Bulkley, Richardson and Gelinas, LLP
1500 Main St.
Springfield, MA 01115

Dated: Dec. 3, 2021

N.B. TO PROCESS SERVER:

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

()
() , 20
()

2021 DEC 15 A 9 49

CLERKS OFFICE
SUPERIOR COURT
HAMPSHIRE COUNTY

CIVIL ACTION COVER SHEET	DOCKET NUMBER 21 0584	Trial Court of Massachusetts The Superior Court
PLAINTIFF(S): ELVIRA TORRES, JUAN TORRES,		COUNTY Hampden
ADDRESS: ALESANDRA SOSA, PPA ELVIRA TORRES LISANDRA VEGA, PPA ELVIRA TORRES AND JUAN CARLOS TORRES, JR., PPA ELVIRA TORRES		DEFENDANT(S): 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.
ATTORNEY: Andrew C. Meyer, Jr. ADDRESS: LUBIN & MEYER, P.C. 100 City Hall Plaza, 4th Floor, Boston, MA 02108 Tel - 617 720-4447 BBO: 344300		ADDRESS: CAROLYN DELK, D.O., AND SOPHIA BACHILOVA, M.D.
CODE NO. B06	TYPE OF ACTION (specify) Malpractice - Medical/Wrongful Death	TRACK A
		HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
*If "Other" please describe:		
<div style="display: flex; justify-content: space-between;"> <div> Is there a claim under G.L. c. 93A? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div> <div> Is this a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO </div> </div>		
STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A		
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.		
TORT CLAIMS (attach additional sheets as necessary)		
A. Documented medical expenses to date:		
1. Total hospital expenses		\$
2. Total doctor expenses		\$
3. Total chiropractic expenses		\$
4. Total physical therapy expenses		\$
5. Total other expenses (describe below)		\$
		Subtotal (A): \$ 50,000.00
B. Documented lost wages and compensation to date		\$
C. Documented property damages to date		\$
D. Reasonably anticipated future medical and hospital expenses		\$
E. Reasonably anticipated lost wages		\$
F. Other documented items of damages (describe below)		\$
G. Briefly describe plaintiff's injury, including the nature and extent of injury: : failure to deliver at 37 weeks resulted in brain bleed and emergency C-section in 32 year old woman.		TOTAL (A-F): \$ 50,000.00
CONTRACT CLAIMS (attach additional sheets as necessary)		
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a). Provide a detailed description of claim(s):		
		TOTAL: \$
Signature of Attorney/ Unrepresented Plaintiff: X <i>A. C. Meyer Jr.</i>		Date: Nov 4, 2021
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.		
CERTIFICATION PURSUANT TO SJC RULE 1:18		
I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.		
Signature of Attorney of Record: X		Date: Nov 4, 2021

CIVIL ACTION COVER SHEET INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

AC Actions Involving the State/Municipality *

AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)
 AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)
 AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

CN Contract/Business Cases

A01 Services, Labor, and Materials (F)
 A02 Goods Sold and Delivered (F)
 A03 Commercial Paper (F)
 A04 Employment Contract (F)
 A05 Consumer Revolving Credit - M.R.C.P. § 1 (F)
 A06 Insurance Contract (F)
 A08 Sale or Lease of Real Estate (F)
 A12 Construction Dispute (A)
 A14 Interpleader (F)
 BA1 Governance, Conduct, Internal Affairs of Entities (A)
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)
 BB1 Shareholder Derivative (A)
 BB2 Securities Transactions (A)
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)
 BD1 Intellectual Property (A)
 BD2 Proprietary Information or Trade Secrets (A)
 BG1 Financial Institutions/Funds (A)
 BH1 Violation of Antitrust or Trade Regulation Laws (A)
 A99 Other Contract/Business Action - Specify (F)

* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

ER Equitable Remedies

D01 Specific Performance of a Contract (A)
 D02 Reach and Apply (F)
 D03 Injunction (F)
 D04 Reform/ Cancel Instrument (F)
 D05 Equitable Replevin (F)
 D06 Contribution or Indemnification (F)
 D07 Imposition of a Trust (A)
 D08 Minority Shareholder's Suit (A)
 D09 Interference in Contractual Relationship (F)
 D10 Accounting (A)
 D11 Enforcement of Restrictive Covenant (F)
 D12 Dissolution of a Partnership (F)
 D13 Declaratory Judgment, G.L. c.231A (A)
 D14 Dissolution of a Corporation (F)
 D99 Other Equity Action (F)

PA Civil Actions Involving Incarcerated Party †

PA1 Contract Action involving an Incarcerated Party (A)
 PB1 Tortious Action involving an Incarcerated Party (A)
 PC1 Real Property Action involving an Incarcerated Party (F)
 PD1 Equity Action involving an Incarcerated Party (F)
 PE1 Administrative Action involving an Incarcerated Party (F)

TR Torts

B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)
 B04 Other Negligence - Personal Injury/Property Damage (F)
 B05 Products Liability (A)
 B06 Malpractice - Medical (A)
 B07 Malpractice - Other (A)
 B08 Wrongful Death - Non-medical (A)
 B15 Defamation (A)
 B19 Asbestos (A)
 B20 Personal Injury - Slip & Fall (F)
 B21 Environmental (F)
 B22 Employment Discrimination (F)
 BE1 Fraud, Business Torts, etc. (A)
 B99 Other Tortious Action (F)

RP Summary Process (Real Property)

S01 Summary Process - Residential (X)
 S02 Summary Process - Commercial/Non-residential (F)

RP Real Property

C01 Land Taking (F)
 C02 Zoning Appeal, G.L. c. 40A (F)
 C03 Dispute Concerning Title (F)
 C04 Foreclosure of a Mortgage (X)
 C05 Condominium Lien & Charges (X)
 C99 Other Real Property Action (F)

MC Miscellaneous Civil Actions

E18 Foreign Discovery Proceeding (X)
 E97 Prisoner Habeas Corpus (X)
 E22 Lottery Assignment, G.L. c. 10 §28 (X)

AB Abuse/Harassment Prevention

E15 Abuse Prevention Petition, G.L. c. 209A (X)
 E21 Protection from Harassment, G.L. c. 258E (X)

AA Administrative Civil Actions

E02 Appeal from Administrative Agency, G.L. c. 30A (X)
 E03 Certiorari Action, G.L. c.249 §4 (X)
 E05 Confirmation of Arbitration Awards (X)
 E06 Mass Antitrust Act, G. L. c. 93 §9 (X)
 E07 Mass Antitrust Act, G. L. c. 93 §8 (A)
 E08 Appointment of a Receiver (X)
 E09 Construction Surety Bond, G.L. c. 149 §§29, 29A (A)
 E10 Summary Process Appeal (X)
 E11 Worker's Compensation (X)
 E16 Auto Surcharge Appeal (X)
 E17 Civil Rights Act, G.L. c.12 §11H (A)
 E24 Appeal from District Court Commitment, G.L. c.123 §9(b) (X)
 E25 Pleural Registry (Asbestos cases) (X)
 E95 Forfeiture, G.L. c.94C §47 (F)
 E99 Other Administrative Action (X)
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231 §60B (F)
 Z02 Appeal Bond Denial (X)

SO Sex Offender Review

E12 SDP Commitment, G.L. c. 123A §12 (X)
 E14 SDP Petition, G.L. c. 123A §9(b) (X)

RC Restricted Civil Actions

E19 Sex Offender Registry, G.L. c.6 §178M (X)
 E27 Minor Seeking Consent, G.L. c.112 §12S (X)

TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	F	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

DUTY OF THE DEFENDANT - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
 FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
 MAY RESULT IN DISMISSAL OF THIS ACTION.**

2021 NOV 15 A 9:51

CLERKS OFFICE
SUPERIOR COURT
HAMDEN COUNTY

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 XIXX 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 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 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.

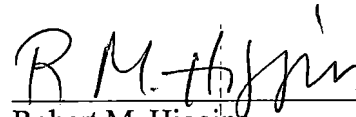
PLAINTIFFS CLAIM TRIAL BY JURY.

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
LUBIN & MEYER, P.C.
100 City Hall Plaza
Boston, MA 02108
(617) 720-4447

Respectfully submitted,
The plaintiffs,
By their attorney,

A handwritten signature in cursive script, appearing to read "B. S. Duchesneau".

Barrie S. Duchesneau
BBO# 673794
LUBIN & MEYER, P.C.
100 City Hall Plaza
Boston, MA 02108
(617) 720-4447

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
LUBIN & MEYER, P.C.
100 City Hall Plaza
Boston, Massachusetts 02108
(617) 720-4447
bduchesneau@lubinandmeyer.com

Dated: November 4, 2021

CLERK'S OFFICE
SUPERIOR COURT
HAMDEN 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
LUBIN & MEYER, P.C.
100 City Hall Plaza
Boston, Massachusetts 02108
(617) 720-4447
rhiggins@lubinandmeyer.com

Dated: November 4, 2021

CLERKS OFFICE
SUPERIOR COURT
HAMFORD COUNTY

2021 NOV 15 A 9:51



**HAMPDEN COUNTY
SUPERIOR COURT
FILED**

DEC 15 2021

James S. Jones
CLERK OF COURTS

UNIFORM COUNSEL
CERTIFICATION OF DEFENDANT,
RAVENT THIND, M.D. [SIC]

)
)
)
)
)
)

I hereby certify that I have complied with this requirement.

The Defendant
RAVENT THIND, M.D. [SIC]
By Her Attorneys:

ALL

Certificate of Service

I, Michael H. Burke, attorney for the defendant, Ravent Thind, M.D. [sic], in this above matter, hereby certify that a true copy of the above document was served upon the attorney of record for each party by mail on December 15, 2021.



Michael H. Burke

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

UNIFORM COUNSEL CERTIFICATION FOR CIVIL CASES

I am attorney-of-record for the plaintiffs, in the above-entitled matter.

In accordance with Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) which states in part: "... Attorney shall: provide their clients with this information about court-connected dispute resolution services; discuss with their clients the advantages and disadvantages of the various methods of dispute resolution: and certify their compliance with this requirement on the civil cover sheet or its equivalent...", "I hereby certify that I have complied with this requirement.

Respectfully submitted,
The plaintiffs,
By their attorneys,

[Signature]

Andrew C. Meyer, Jr. BBO# 344300
Robert M. Higgins BBO# 567229
Barrie S. Duchesneau BBO# 673794
LUBIN & MEYER, P.C.
100 City Hall Plaza
Boston, MA 02108
(617) 720-4447

CLERKS OFFICE
SUPERIOR COURT
HARRISON COUNTY

2021 NOV 15 A 9:51

2179CV00584 Torres, Elvira et al vs. Tran, M.D., Adrienne et al

- Case Type:
- Torts
- Case Status:
- Open
- File Date
- 11/15/2021
- DCM Track:
- A - Average
- Initiating Action:
- Malpractice - Medical
- Status Date:
- 11/15/2021
- Case Judge:
-
- Next Event:
- 05/06/2024

[All Information](#)
[Party](#)
[Event](#)
[Tickler](#)
[Docket](#)
[Disposition](#)

Party Information

Torres, Elvira
- Plaintiff

Alias**Party Attorney**

- Attorney
- Duchesneau, Esq., Barrie E
- Bar Code
- 673794
- Address
- Lubin and Meyer
- 100 City Hall Plaza
- 4th Floor
- Boston, MA 01720
- Phone Number
- (617)720-4447
- Attorney
- Higgins, Esq., Robert M
- Bar Code
- 567229
- Address
- Lubin and Meyer, P.C.
- 100 City Hall Plaza
- Boston, MA 02108
- Phone Number
- (617)720-4447
- Attorney
- Meyer, Jr., Esq., Andrew C
- Bar Code
- 344300
- Address
- Lubin and Meyer
- 100 City Hall Plaza 4th Floor
- Boston, MA 02108
- Phone Number
- (617)720-4447

[More Party Information](#)**Torres, Juan**

- Plaintiff

Alias**Party Attorney**

- Attorney
- Duchesneau, Esq., Barrie E
- Bar Code
- 673794
- Address
- Lubin and Meyer
- 100 City Hall Plaza
- 4th Floor
- Boston, MA 01720
- Phone Number
- (617)720-4447
- Attorney
- Higgins, Esq., Robert M
- Bar Code
- 567229
- Address
- Lubin and Meyer, P.C.
- 100 City Hall Plaza
- Boston, MA 02108
- Phone Number
- (617)720-4447
- Attorney
- Meyer, Jr., Esq., Andrew C
- Bar Code
- 344300
- Address
- Lubin and Meyer
- 100 City Hall Plaza 4th Floor
- Boston, MA 02108
- Phone Number
- (617)720-4447

[More Party Information](#)**Sosa, Alesandra**

- Plaintiff

Alias**Party Attorney**

- Attorney
- Duchesneau, Esq., Barrie E
- Bar Code
- 673794
- Address
- Lubin and Meyer
- 100 City Hall Plaza
- 4th Floor
- Boston, MA 01720
- Phone Number
- (617)720-4447
- Attorney
- Higgins, Esq., Robert M
- Bar Code
- 567229
- Address
- Lubin and Meyer, P.C.
- 100 City Hall Plaza
- Boston, MA 02108
- Phone Number
- (617)720-4447
- Attorney
- Meyer, Jr., Esq., Andrew C

- Bar Code
- 344300
- Address
- Lubin and Meyer
100 City Hall Plaza 4th Floor
Boston, MA 02108
- Phone Number
- (617)720-4447

[More Party Information](#)

Vega, Lisandra
- Plaintiff

Alias**Party Attorney**

- Attorney
- Duchesneau, Esq., Barrie E
- Bar Code
- 673794
- Address
- Lubin and Meyer
100 City Hall Plaza
4th Floor
Boston, MA 01720
- Phone Number
- (617)720-4447
- Attorney
- Higgins, Esq., Robert M
- Bar Code
- 567229
- Address
- Lubin and Meyer, P.C.
100 City Hall Plaza
Boston, MA 02108
- Phone Number
- (617)720-4447
- Attorney
- Meyer, Jr., Esq., Andrew C
- Bar Code
- 344300
- Address
- Lubin and Meyer
100 City Hall Plaza 4th Floor
Boston, MA 02108
- Phone Number
- (617)720-4447

[More Party Information](#)

Torres, Juan Carlos
- Plaintiff

Alias**Party Attorney**

- Attorney
- Duchesneau, Esq., Barrie E
- Bar Code
- 673794
- Address
- Lubin and Meyer
100 City Hall Plaza
4th Floor
Boston, MA 01720
- Phone Number
- (617)720-4447
- Attorney
- Higgins, Esq., Robert M
- Bar Code

- 567229
- Address
- Lubin and Meyer, P.C.
100 City Hall Plaza
Boston, MA 02108
- Phone Number
- (617)720-4447
- Attorney
- Meyer, Jr., Esq., Andrew C
- Bar Code
- 344300
- Address
- Lubin and Meyer
100 City Hall Plaza 4th Floor
Boston, MA 02108
- Phone Number
- (617)720-4447

[More Party Information](#)

Tran, M.D., Adrienne
- Defendant

Alias

Party Attorney

[More Party Information](#)

Thind, M.D., Ravnet
- Defendant

Alias

Party Attorney

- Attorney
- Burke, Esq., Michael H
- Bar Code
- 065400
- Address
- Bulkley, Richardson and Gelinas LLP
1500 Main St
Springfield, MA 01115
- Phone Number
- (413)781-2820
- Attorney
- Visser, Esq., Christopher J
- Bar Code
- 676531
- Address
- Bulkley, Richardson and Gelinas, LLP.
1500 Main St
Suite 2700 PO Box 15507
Springfield, MA 01115
- Phone Number
- (413)272-6238

[More Party Information](#)

Reisinger-Kindle, D.O., Keith
- Defendant

Alias

Party Attorney

- Attorney
- Burke, Esq., Michael H
- Bar Code
- 065400
- Address
- Bulkley, Richardson and Gelinas LLP
1500 Main St
Springfield, MA 01115
- Phone Number
- (413)781-2820

- Attorney
- Visser, Esq., Christopher J
- Bar Code
- 676531
- Address
- Bulkley, Richardson and Gelinas, LLP.
1500 Main St
Suite 2700 PO Box 15507
Springfield, MA 01115
- Phone Number
- (413)272-6238

[More Party Information](#)**Niakan, D.O., Shiva**

- Defendant

Alias**Party Attorney**[More Party Information](#)**Nathan, M.D., Sarah**

- Defendant

Alias**Party Attorney**[More Party Information](#)**Miller, M.D., Megan**

- Defendant

Alias**Party Attorney**

- Attorney
- Burke, Esq., Michael H
- Bar Code
- 065400
- Address
- Bulkley, Richardson and Gelinas LLP
1500 Main St
Springfield, MA 01115
- Phone Number
- (413)781-2820
- Attorney
- Visser, Esq., Christopher J
- Bar Code
- 676531
- Address
- Bulkley, Richardson and Gelinas, LLP.
1500 Main St
Suite 2700 PO Box 15507
Springfield, MA 01115
- Phone Number
- (413)272-6238

[More Party Information](#)**Goldsmith, M.D., Ian**

- Defendant

Alias**Party Attorney**[More Party Information](#)**Attwood, M.D., Eilean**

- Defendant

Alias**Party Attorney**

- Attorney
- Cusack, Esq., Jennifer Fennell
- Bar Code
- 671578

- Address
- Law Offices of William J. Fennell, P.C.
84 Park St
West Springfield, MA 01089
- Phone Number
- (413)731-8083
- Attorney
- Fennell, Esq., William J
- Bar Code
- 162740
- Address
- William J. Fennell, P.C.
84 Park St
West Springfield, MA 01089
- Phone Number
- (413)731-8083

[More Party Information](#)

Delk, D.O., Carolyn
- Defendant

[Alias](#)[Party Attorney](#)[More Party Information](#)

Bachilova, M.D., Sophia
- Defendant

[Alias](#)[Party Attorney](#)

- Attorney
- Cusack, Esq., Jennifer Fennell
- Bar Code
- 671578
- Address
- Law Offices of William J. Fennell, P.C.
84 Park St
West Springfield, MA 01089
- Phone Number
- (413)731-8083
- Attorney
- Fennell, Esq., William J
- Bar Code
- 162740
- Address
- William J. Fennell, P.C.
84 Park St
West Springfield, MA 01089
- Phone Number
- (413)731-8083

[More Party Information](#)

Events

Date	Session	Location	Type	Event Judge	Result
05/06/2024 02:00 PM	Civil A - Ct. Rm. 4		Final Pre-Trial Conference		

Ticklers

Tickler	Start Date	Due Date	Days Due	Completed Date
Service	11/15/2021	02/14/2022	91	

<u>Tickler</u>	<u>Start Date</u>	<u>Due Date</u>	<u>Days Due</u>	<u>Completed Date</u>
Answer	11/15/2021	03/15/2022	120	
Rule 12/19/20 Served By	11/15/2021	03/15/2022	120	
Rule 12/19/20 Filed By	11/15/2021	04/14/2022	150	
Rule 12/19/20 Heard By	11/15/2021	05/16/2022	182	
Rule 15 Served By	11/15/2021	01/09/2023	420	
Rule 15 Filed By	11/15/2021	02/08/2023	450	
Rule 15 Heard By	11/15/2021	02/08/2023	450	
Discovery	11/15/2021	11/06/2023	721	
Rule 56 Served By	11/15/2021	12/05/2023	750	
Rule 56 Filed By	11/15/2021	01/04/2024	780	
Final Pre-Trial Conference	11/15/2021	05/03/2024	900	
Judgment	11/15/2021	11/14/2024	1095	

Docket Information

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
11/15/2021	Original civil complaint filed.	1	Image
11/15/2021	Civil action cover sheet filed.	2	Image
11/15/2021	Plaintiff files Uniform Counsel Certification. Attorney: Meyer, Jr., Esq., Andrew C Applies To: Meyer, Jr., Esq., Andrew C (Attorney) on behalf of Torres, Elvira (Plaintiff); Higgins, Esq., Robert M (Attorney) on behalf of Torres, Elvira (Plaintiff); Duchesneau, Esq., Barrie E (Attorney) on behalf of Torres, Elvira (Plaintiff)	3	Image
11/15/2021	Attorney appearance On this date Barrie E Duchesneau, Esq. added for Plaintiff Elvira Torres	4	Image
11/15/2021	Attorney appearance On this date Robert M Higgins, Esq. added for Plaintiff Elvira Torres	5	Image
11/15/2021	Demand for jury trial entered.		
11/15/2021	Case assigned to: DCM Track A - Average was added on 11/15/2021		Image
11/15/2021	Attorney appearance On this date Barrie E Duchesneau, Esq. added for Plaintiff Juan Carlos Torres		
11/15/2021	Attorney appearance On this date Robert M Higgins, Esq. added for Plaintiff Juan Carlos Torres		
11/15/2021	Attorney appearance On this date Andrew C Meyer, Jr., Esq. added for Plaintiff Juan Carlos Torres		
11/16/2021	Attorney appearance On this date Andrew C Meyer, Jr., Esq. added for Plaintiff Elvira Torres		
11/16/2021	Attorney appearance On this date Andrew C Meyer, Jr., Esq. added for Plaintiff Juan Torres		

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
11/16/2021	Attorney appearance On this date Robert M Higgins, Esq. added for Plaintiff Juan Torres		
11/16/2021	Attorney appearance On this date Barrie E Duchesneau, Esq. added for Plaintiff Juan Torres		
11/16/2021	Attorney appearance On this date Andrew C Meyer, Jr., Esq. added for Plaintiff Lisandra Vega PPA Elvira Torres		
11/16/2021	Attorney appearance On this date Robert M Higgins, Esq. added for Plaintiff Lisandra Vega PPA Elvira Torres		
11/16/2021	Attorney appearance On this date Barrie E Duchesneau, Esq. added for Plaintiff Lisandra Vega PPA Elvira Torres		
11/16/2021	Attorney appearance On this date Andrew C Meyer, Jr., Esq. added for Plaintiff Alesandra Sosa PPA Elvira Torres		
11/16/2021	Attorney appearance On this date Robert M Higgins, Esq. added for Plaintiff Alesandra Sosa PPA Elvira Torres		
11/16/2021	Attorney appearance On this date Barrie E Duchesneau, Esq. added for Plaintiff Alesandra Sosa PPA Elvira Torres		
11/16/2021	General correspondence regarding mailed Order on scheduling of civil six person jury trials notice.		
12/15/2021	Attorney appearance On this date Michael H Burke, Esq. added for Defendant Ravnet Thind, M.D.		
12/15/2021	Attorney appearance On this date Christopher J Visser, Esq. added for Defendant Ravnet Thind, M.D.		
12/15/2021	Attorney appearance On this date Michael H Burke, Esq. added for Defendant Keith Reisinger-Kindle, D.O.		
12/15/2021	Attorney appearance On this date Christopher J Visser, Esq. added for Defendant Keith Reisinger-Kindle, D.O.		
12/15/2021	Attorney appearance On this date Michael H Burke, Esq. added for Defendant Megan Miller, M.D.		
12/15/2021	Attorney appearance On this date Christopher J Visser, Esq. added for Defendant Megan Miller, M.D.		
12/15/2021	Defendant files Uniform Counsel Certification. Applies To: Burke, Esq., Michael H (Attorney) on behalf of Thind, M.D., Ravnet (Defendant)	6	Image
12/15/2021	Defendant files Uniform Counsel Certification. Applies To: Burke, Esq., Michael H (Attorney) on behalf of Reisinger-Kindle, D.O., Keith (Defendant)	7	Image
12/15/2021	Defendant files Uniform Counsel Certification. Applies To: Burke, Esq., Michael H (Attorney) on behalf of Miller, M.D., Megan (Defendant)	8	Image

<u>Docket Date</u>	<u>Docket Text</u>	<u>File Ref Nbr.</u>	<u>Image Avail.</u>
12/15/2021	Summons, returned SERVED Applies To: Thind, M.D., Ravnet (Defendant)	9.1	Image
12/15/2021	Received from Defendant Thind, M.D., Ravnet: 1st Answer in Medical Malpractice Applies To: Thind, M.D., Ravnet (Defendant)	9	Image
12/15/2021	Summons, returned SERVED Applies To: Reisinger-Kindle, D.O., Keith (Defendant)	10.1	Image
12/15/2021	Received from Defendant Reisinger-Kindle, D.O., Keith: Answer with claim for trial by jury;	10	Image
12/15/2021	Summons, returned SERVED Applies To: Miller, M.D., Megan (Defendant)	11.1	Image
12/15/2021	Received from Defendant Miller, M.D., Megan: Answer with claim for trial by jury;	11	Image
12/21/2021	Received from Defendant Attwood, M.D., Eilean: Answer to original complaint;	12	Image
12/21/2021	Attorney appearance On this date William J Fennell, Esq. added for Defendant Eilean Attwood, M.D.		
12/21/2021	Attorney appearance On this date Jennifer Fennell Cusack, Esq. added for Defendant Eilean Attwood, M.D.		
12/21/2021	Received from Defendant Bachilova, M.D., Sophia: Answer to original complaint;	12	Image
12/21/2021	Attorney appearance On this date William J Fennell, Esq. added for Defendant Sophia Bachilova, M.D.		
12/21/2021	Attorney appearance On this date Jennifer Fennell Cusack, Esq. added for Defendant Sophia Bachilova, M.D.		
12/24/2021	Plaintiff files offer of proof Applies To: Torres, Elvira (Plaintiff); Torres, Juan (Plaintiff); Alesandra Sosa PPA Elvira Torres (Plaintiff); Lisandra Vega PPA Elvira Torres (Plaintiff); Juan Carlos Torres PPA Elvira Torres (Plaintiff)	13	Image

Case Disposition

<u>Disposition</u>	<u>Date</u>	<u>Case Judge</u>
Pending		