

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

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**J.P.E, An Infant by his Parent and Natural Guardian,  
DANIELLE R. PEREZ ESTRADA and DANIELLE R.  
PEREZ ESTRADA, Individually,**

**Plaintiffs,**

**-against-**

**SHARON L. PATRICK, M.D., KFIER KUBA, M.D., JILL  
BERKIN, M.D., BRENDA PANZERA, M.D., JUDITH E.  
LEVY, M.D., RASHA S. KHOURY, M.D., JORDAN J. HIRSCH,  
M.D., PETER S. BERNSTEIN, M.D., JENNY DIEP, M.D.,  
MARY HARDY, M.D., RONALD D. DUDEK, M.D.,  
MEGAN EARLY, M.D., JIMMY BELOTTE, M.D.,  
NATALIE DAVIS, M.D., WESTCHESTER MEDICAL  
GROUP, P.C. d/b/a WESTMED MEDICAL GROUP,  
RHEUMATOLOGY ASSOCIATES, P.C., and  
MONTEFIORE MEDICAL CENTER,**

**Defendants.**  
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**Index No.:**

**Summons  
Plaintiff designates  
COUNTY OF BRONX  
as the place of trial.**

**The basis of jurisdiction is  
Plaintiffs' Residence**

**Plaintiff's address is:  
1189 Van Nest Avenue  
Bronx, New York 10461**

**TO THE ABOVE-NAMED DEFENDANT(S):**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: White Plains, New York  
November 2, 2020

MEAGHER & MEAGHER, P.C.  
Attorneys for Plaintiff s  
111 Church Street  
White Plains, New York 10601  
(914) 328-8844

**SEE RIDER**

Sharon L. Patrick, M.D.  
1695 Eastchester Avenue  
Bronx, New York 10461

Kfier Kuba, M.D.  
1825 Eastchester Road  
Bronx, New York 10461

Jill Berkin, M.D.  
1825 Eastchester Road  
Bronx, New York 10461

Brenda Panzera, M.D.  
12 East 86th St.  
New York, New York 10028

Judith E. Levy, M.D.  
1695 Eastchester Avenue  
Bronx, New York 10461

Rasha S. Khoury, M.D.  
1695 Eastchester Avenue  
Bronx, New York 10461

Jordan J. Hirsch, M.D.  
1 Ridge Hill Blvd.  
Yonkers, New York 10710

Peter S. Bernstein, M.D.  
1825 Eastchester Avenue  
Bronx, New York 10461

Jenny Diep, M.D.  
1088 Park Ave.  
New York, New York 10128

Mary Hardy, M.D.  
1825 Eastchester Road  
Bronx, New York 10461.

Ronald D. Dudek, M.D.  
1825 Eastchester Road  
Bronx, New York 10461.

Megan Early, M.D.  
1825 Eastchester Road  
Bronx, New York 10461.

Jimmy Belotte, M.D.	or	Jack D. Weiler Hospital
1825 Eastchester Road		1601 Tenbroeck Avenue
Bronx, New York 10461.		Bronx, New York 10461

Natalie Davis, M.D.  
1825 Eastchester Road  
Bronx, New York 10461.

WESTCHESTER MEDICAL GROUP, P.C. d/b/a  
WESTMED MEDICAL GROUP  
2700 Westchester Avenue  
Purchase, NY 10577

RHEUMATOLOGY ASSOCIATES, P.C.  
1088 Park Avenue  
New York, New York

MONTEFIORE MEDICAL CENTER  
111 East 210th Street  
Bronx, New York 10467

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

-----X  
**J.P.E, An Infant by his Parent and Natural Guardian,  
DANIELLE R. PEREZ ESTRADA and DANIELLE R.  
PEREZ ESTRADA, Individually,**

**Plaintiffs,**

**-against-**

**SHARON L. PATRICK, M.D., KFIER KUBA, M.D., JILL  
BERKIN, M.D., BRENDA PANZERA, M.D., JUDITH E.  
LEVY, M.D., RASHA S. KHOURY, M.D., JORDAN J. HIRSCH,  
M.D., PETER S. BERNSTEIN, M.D., JENNY DIEP, M.D.,  
MARY HARDY, M.D., RONALD D. DUDEK, M.D.,  
MEGAN EARLY, M.D., JIMMY BELOTTE, M.D.,  
NATALIE DAVIS, M.D., WESTCHESTER MEDICAL  
GROUP, P.C. d/b/a WESTMED MEDICAL GROUP,  
RHEUMATOLOGY ASSOCIATES, P.C., and  
MONTEFIORE MEDICAL CENTER,**

**Defendants.**  
-----X

Plaintiffs, above named, complaining of the Defendants herein, through their attorneys,  
Meagher & Meagher, P.C., upon information and belief, allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**

**FIRST:**

At all times hereinafter mentioned, the

Plaintiffs, DANIELLE R. PEREZ ESTRADA on behalf of JOSHUA PEREZ-ESTRADA,  
an infant and DANIELLE R. PEREZ ESTRADA, were and still are residents of the  
County of Bronx, New York, residing at 1189 Van Nest Avenue, Bronx, New York.

**SECOND:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE MEDICAL CENTER (hereinafter referred to as

“MONTEFIORE”), maintained a principal place for business at 111 East 210<sup>th</sup> Street,  
State of New York, County of Bronx.

**THIRD:**

At all times hereinafter mentioned, the  
Defendant, WESTCHESTER MEDICAL GROUP, P.C. d/b/a WESTMED MEDICAL  
GROUP, P.C. (hereinafter referred to as “WESTMED”) maintained a principal place for  
business at 2700 Westchester Avenue, Town of Purchase, State of New York, County of  
Westchester.

**FOURTH:**

At all times hereinafter mentioned, the  
Defendant, RHEUMATOLOGY ASSOCIATES, P.C. (hereinafter referred to as  
“RHEUMATOLOGY”) maintained a principal place for business at 1088 Park Avenue,  
State of New York, County of New York.

**FIFTH:**

At all times hereinafter mentioned, the  
Defendant, SHARON L. PATRICK, M.D. (hereinafter referred to as “PATRICK”) was a  
physician licensed to practice medicine and practicing medicine in the State of New York.

**SIXTH:**

At all times hereinafter mentioned, the  
Defendant, KFIER KUBA, M.D. (hereinafter referred to as “KUBA”) was a physician  
licensed to practice medicine and practicing medicine in the State of New York.

**SEVENTH:**

At all times hereinafter mentioned, the  
Defendant, JILL BERKIN, M.D. (hereinafter referred to as “BERKIN”) was a physician  
licensed to practice medicine and practicing medicine in the State of New York.

**EIGHTH:**

At all times hereinafter mentioned, the  
Defendant, BRENDA PANZERA, M.D. (hereinafter referred to as “PANZERA”) was a  
physician licensed to practice medicine and practicing medicine in the State of New York.

**NINTH:**

At all times hereinafter mentioned, the

Defendant, JUDITH E. LEVY, M.D. (hereinafter referred to as "LEVY") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**TENTH:**

At all times hereinafter mentioned, the

Defendant, RASHA S. KHOURY, M.D. (hereinafter referred to as "KHOURY") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**ELEVENTH:**

At all times hereinafter mentioned, the

Defendant, JORDAN J. HIRSCH, M.D. (hereinafter referred to as "HIRSCH") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**TWELFTH:**

At all times hereinafter mentioned, the

Defendant, PETER S. BERNSTEIN, M.D. (hereinafter referred to as "BERNSTEIN") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**THIRTEENTH:**

At all times hereinafter mentioned, the

Defendant, JENNY DIEP, M.D. (hereinafter referred to as "DIEP") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**FOURTEENTH:**

At all times hereinafter mentioned, the

Defendant, MARY HARDY, M.D. (hereinafter referred to as "HARDY") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**FIFTEENTH:**

At all times hereinafter mentioned, the

Defendant, RONALD D. DUDEK, M.D. (hereinafter referred to as "DUDEK") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**SIXTEENTH:**

At all times hereinafter mentioned, the

Defendant, MEGAN EARLY, M.D. (hereinafter referred to as "EARLY") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**SEVENTEENTH:**

At all times hereinafter mentioned, the

Defendant, JIMMY BELOTTE, M.D. (hereinafter referred to as "BELOTTE") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**EIGHTEENTH:**

At all times hereinafter mentioned, the

Defendant, NATALIE DAVIS, M.D. (hereinafter referred to as "DAVIS") was a physician licensed to practice medicine and practicing medicine in the State of New York.

**NINETEENTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was and is still a medical facility for the care and treatment of patients in the State of New York, County of Bronx.

**TWENTIETH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was and is still a medical facility for the care and treatment of patients in the State of New York, County of Bronx.

**TWENTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a general hospital, duly organized and existing under and by virtue of the laws of the State of New York.

**TWENTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a general hospital licensed to do business and doing business in the State of New York.

**TWENTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a voluntary hospital existing under and by virtue of the laws of the State of New York.

**TWENTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a voluntary hospital licensed to do business and doing business in the State of New York.

**TWENTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, owned, operated and controlled the facility located at 2700 Westchester Avenue, Purchase, New York 10577.

**TWENTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, owned, operated and controlled the facility located at 73 Market Street, Yonkers, New York 10710.

**TWENTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, owned, operated and controlled the facility located at 1088 Park Avenue, New York, New York 10128.



**TWENTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, owned, operated and controlled the facility located at 1825 Eastchester Road, Bronx, New York 10461.

**TWENTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, owned, operated and controlled the facility located at 1695 Eastchester Road, Bronx, New York 10461.

**THIRTIETH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**THIRTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**THIRTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a general partnership licensed to do business and doing business in the State of New York.

**THIRTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a limited liability corporation licensed to do business and doing business in the State of New York.

**THIRTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**THIRTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**FORTIETH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FORTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a domestic business corporation licensed to do business and doing business in the State of New York.

**FORTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**FORTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a foreign corporation licensed to do business and doing business in the State of New York.

**FORTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a business entity authorized to conduct business and conducting business in the State of New York.

**FORTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, WESTMED, was a business entity licensed to do business and doing business in the State of New York.

**FORTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FORTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**FORTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York

**FORTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**FIFTIETH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a general partnership licensed to do business and doing business in the State of New York.

**FIFTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a limited liability corporation licensed to do business and doing business in the State of New York.

**FIFTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**FIFTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**FIFTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a domestic business corporation licensed to do business and doing business in the State of New York.

**FIFTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**FIFTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a foreign corporation licensed to do business and doing business in the State of New York.

**SIXTIETH:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a business entity authorized to conduct business and conducting business in the State of New York.

**SIXTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, RHEUMATOLOGY, was a business entity licensed to do business and doing business in the State of New York.

**SIXTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a domestic not-for-profit corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SIXTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a domestic not-for-profit corporation licensed to do business and doing business in the State of New York.

**SIXTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a domestic professional corporation, duly organized and existing under and by virtue of the laws of the State of New York

**SIXTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a domestic professional corporation licensed to do business and doing business in the State of New York.

**SIXTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, v MONTEFIORE, was a general partnership, duly organized and existing under and by virtue of the laws of the State of New York.

**SIXTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a general partnership licensed to do business and doing business in the State of New York.

**SIXTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SIXTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a limited liability corporation licensed to do business and doing business in the State of New York.

**SEVENTIETH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a professional limited liability corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a professional limited liability corporation licensed to do business and doing business in the State of New York.

**SEVENTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a domestic business corporation, duly organized and existing under and by virtue of the laws of the State of New York.

**SEVENTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a domestic business corporation licensed to do business and doing business in the State of New York.

**SEVENTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a foreign corporation authorized to conduct business and conducting business in the State of New York.

**SEVENTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a foreign corporation licensed to do business and doing business in the State of New York.

**SEVENTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a business entity authorized to conduct business and conducting business in the State of New York.

**SEVENTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, MONTEFIORE, was a business entity licensed to do business and doing business in the State of New York.

**SEVENTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, PATRICK, was an employee of the Defendant, WESTMED.

**SEVENTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, PATRICK, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**EIGHTIETH:**

At all times hereinafter mentioned,

Defendant, PATRICK, was an independent contractor of the Defendant, WESTMED.

**EIGHTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, PATRICK, was an employee of the Defendant, RHEUMATOLOGIST.

**EIGHTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, PATRICK, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGIST.

**EIGHTY-THIRD:**

At all times hereinafter mentioned,

Defendant, PATRICK, was an independent contractor of the Defendant, RHEUMATOLOGIST.

**EIGHTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, PATRICK, was an employee of the Defendant, MONTEFIORE.

**EIGHTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, PATRICK, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.



**EIGHTY-SIXTH:**

At all times hereinafter mentioned, Defendant,

PATRICK, was an independent contractor of the Defendant, MONTEFIORE.

**EIGHTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, KUBA, was an employee of the Defendant, WESTMED.

**EIGHTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, KUBA, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**EIGHTY-NINTH:**

At all times hereinafter mentioned,

Defendant, KUBA, was an independent contractor of the Defendant, WESTMED.

**NINETIETH:**

At all times hereinafter mentioned, the

Defendant, KUBA, was an employee of the Defendant, RHEUMATOLOGY.

**NINETY-FIRST:**

At all times hereinafter mentioned, the

Defendant, KUBA, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**NINETY-SECOND:**

At all times hereinafter mentioned,

Defendant, KUBA, was an independent contractor of the Defendant, RHEUMATOLOGY.

**NINETY-THIRD:**

At all times hereinafter mentioned, the

Defendant, KUBA, was an employee of the Defendant, MONTEFIORE.

**NINETY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, KUBA, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**NINETY-FIFTH:**

At all times hereinafter mentioned,

Defendant, KUBA, was an independent contractor of the Defendant, MONTEFIORE.

**NINETY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, BERKIN, was an employee of the Defendant, WESTMED.

**NINETY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, BERKIN, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**NINETY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, BERKIN, was an independent contractor of the Defendant, WESTMED.

**NINETY-NINTH:**

At all times hereinafter mentioned, the

Defendant, BERKIN, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDREDTH:**

At all times hereinafter mentioned, the

Defendant, BERKIN, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FIRST:**

At all times hereinafter mentioned,

Defendant, BERKIN, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SECOND:**

At all times hereinafter mentioned, the

Defendant, BERKIN, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED THIRD:**

At all times hereinafter mentioned, the

Defendant, BERKIN, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED FOURTH:**

At all times hereinafter mentioned,

Defendant, BERKIN, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED FIFTH:**

At all times hereinafter mentioned, the

Defendant, PANZERA, was an employee of the Defendant, WESTMED.

**ONE HUNDRED SIXTH:**

At all times hereinafter mentioned, the

Defendant, PANZERA, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED SEVENTH:**

At all times hereinafter mentioned,

Defendant, PANZERA, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED EIGHTH:**

At all times hereinafter mentioned, the

Defendant, PANZERA, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED NINTH:**

At all times hereinafter mentioned, the

Defendant, PANZERA, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED TENTH:**

At all times hereinafter mentioned,

Defendant, PANZERA, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED ELEVENTH:**

At all times hereinafter mentioned, the

Defendant, PANZERA, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED TWELFTH:**

At all times hereinafter mentioned, the

Defendant, PANZERA, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED THIRTEENTH:**

At all times hereinafter mentioned,

Defendant, PANZERA, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED FOURTEENTH:** At all times hereinafter mentioned, the Defendant, LEVY, was an employee of the Defendant, WESTMED.

**ONE HUNDRED FIFTEENTH:** At all times hereinafter mentioned, the Defendant, LEVY, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED SIXTEENTH:** At all times hereinafter mentioned, Defendant, LEVY, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED SEVENTEENTH:** At all times hereinafter mentioned, the Defendant, LEVY, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED EIGHTEENTH:** At all times hereinafter mentioned, the Defendant, LEVY, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED NINETEENTH:** At all times hereinafter mentioned, Defendant, LEVY, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED TWENTIETH:** At all times hereinafter mentioned, the Defendant, LEVY, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED TWENTY-FIRST:** At all times hereinafter mentioned, the Defendant, LEVY, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED TWENTY-SECOND:** At all times hereinafter mentioned, Defendant, LEVY, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED TWENTY-THIRD:** At all times hereinafter mentioned, the Defendant, KHOURY, was an employee of the Defendant, WESTMED.

**ONE HUNDRED TWENTY-FOURTH:** At all times hereinafter mentioned, the Defendant, KHOURY, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED TWENTY-FIFTH:** At all times hereinafter mentioned, Defendant, KHOURY, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED TWENTY-SIXTH:** At all times hereinafter mentioned, the Defendant, KHOURY, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED TWENTY-SEVENTH:** At all times hereinafter mentioned, the Defendant, KHOURY, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED TWENTY-EIGHTH:** At all times hereinafter mentioned, Defendant, KHOURY, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED TWENTY-NINTH:** At all times hereinafter mentioned, the Defendant, KHOURY, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED THIRTIETH:** At all times hereinafter mentioned, the Defendant, KHOURY, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED THIRTY-FIRST:** At all times hereinafter mentioned, Defendant, KHOURY, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED THIRTY-SECOND:** At all times hereinafter mentioned, the Defendant, HIRSCH, was an employee of the Defendant, WESTMED.

**ONE HUNDRED THIRTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, HIRSCH, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED THIRTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, HIRSCH, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED THIRTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, HIRSCH, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED THIRTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, HIRSCH, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED THIRTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, HIRSCH, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED THIRTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, HIRSCH, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED THIRTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, HIRSCH, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED FORTIETH:**

At all times hereinafter mentioned,

Defendant, HIRSCH, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED FORTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, BERNSTEIN, was an employee of the Defendant, WESTMED.

**ONE HUNDRED FORTY-SECOND:** At all times hereinafter mentioned, the Defendant, BERNSTEIN, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED FORTY-THIRD:** At all times hereinafter mentioned, Defendant, BERNSTEIN, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED FORTY-FOURTH:** At all times hereinafter mentioned, the Defendant, BERNSTEIN, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FORTY-FIFTH:** At all times hereinafter mentioned, the Defendant, BERNSTEIN, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FORTY-SIXTH:** At all times hereinafter mentioned, Defendant, BERNSTEIN, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FORTY-SEVENTH:** At all times hereinafter mentioned, the Defendant, BERNSTEIN, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED FORTY-EIGHTH:** At all times hereinafter mentioned, the Defendant, BERNSTEIN, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED FORTY-NINTH:** At all times hereinafter mentioned, Defendant, BERNSTEIN, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED FIFTIETH:** At all times hereinafter mentioned, the Defendant, DIEP, was an employee of the Defendant, WESTMED.

**ONE HUNDRED FIFTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, DIEP, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED FIFTY-SECOND:**

At all times hereinafter mentioned,

Defendant, DIEP, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED FIFTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, DIEP, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FIFTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, DIEP, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FIFTY-FIFTH:**

At all times hereinafter mentioned,

Defendant, DIEP, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED FIFTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, DIEP, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED FIFTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, DIEP, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED FIFTY-EIGHTH:**

At all times hereinafter mentioned,

Defendant, DIEP, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED FIFTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, HARDY, was an employee of the Defendant, WESTMED.



**ONE HUNDRED SIXTIETH:**

At all times hereinafter mentioned, the

Defendant, HARDY, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED SIXTY-FIRST:**

At all times hereinafter mentioned,

Defendant, HARDY, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED SIXTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, HARDY, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SIXTY-THIRD:**

At all times hereinafter mentioned, the

Defendant, HARDY, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SIXTY-FOURTH:**

At all times hereinafter mentioned,

Defendant, HARDY, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SIXTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, HARDY, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED SIXTY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, HARDY, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED SIXTY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, HARDY, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED SIXTY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, DUDEK, was an employee of the Defendant, WESTMED.

**ONE HUNDRED SIXTY-NINTH:**

At all times hereinafter mentioned, the

Defendant, DUDEK, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED SEVENTIETH:**

At all times hereinafter mentioned,

Defendant, DUDEK, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED SEVENTY-FIRST:**

At all times hereinafter mentioned, the

Defendant, DUDEK, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SEVENTY-SECOND:**

At all times hereinafter mentioned, the

Defendant, DUDEK, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SEVENTY-THIRD:**

At all times hereinafter mentioned,

Defendant, DUDEK, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED SEVENTY-FOURTH:**

At all times hereinafter mentioned, the

Defendant, DUDEK, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED SEVENTY-FIFTH:**

At all times hereinafter mentioned, the

Defendant, DUDEK, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED SEVENTY-SIXTH:**

At all times hereinafter mentioned,

Defendant, DUDEK, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED SEVENTY-SEVENTH:**

At all times hereinafter mentioned, the

Defendant, EARLY, was an employee of the Defendant, WESTMED.

**ONE HUNDRED SEVENTY-EIGHTH:** At all times hereinafter mentioned, the Defendant, EARLY, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED SEVENTY-NINTH:** At all times hereinafter mentioned, Defendant, EARLY, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED EIGHTIETH:** At all times hereinafter mentioned, the Defendant, EARLY, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED EIGHTY-FIRST:** At all times hereinafter mentioned, the Defendant, EARLY, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED EIGHTY-SECOND:** At all times hereinafter mentioned, Defendant, EARLY, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED EIGHTY-THIRD:** At all times hereinafter mentioned, the Defendant, EARLY, was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED EIGHTY-FOURTH:** At all times hereinafter mentioned, the Defendant, EARLY, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED EIGHTY-FIFTH:** At all times hereinafter mentioned, Defendant, EARLY, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED EIGHTY-SIXTH:** At all times hereinafter mentioned, the Defendant, BELOTTE, was an employee of the Defendant, WESTMED.

**ONE HUNDRED EIGHTY-SEVENTH:** At all times hereinafter mentioned, the Defendant, BELOTTE, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED EIGHTY-EIGHTH:** At all times hereinafter mentioned, Defendant, BELOTTE, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED EIGHTY-NINTH:** At all times hereinafter mentioned, the Defendant, BELOTTE, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED NINETIETH:** At all times hereinafter mentioned, the Defendant, BELOTTE, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED NINETY-FIRST:** At all times hereinafter mentioned, Defendant, BELOTTE, was an independent contractor of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED NINETY-SECOND:** At all times hereinafter mentioned, the Defendant, BELOTTE was an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED NINETY-THIRD:** At all times hereinafter mentioned, the Defendant, BELOTTE, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**ONE HUNDRED NINETY-FOURTH:** At all times hereinafter mentioned, Defendant, BELOTTE, was an independent contractor of the Defendant, MONTEFIORE.

**ONE HUNDRED NINETY-FIFTH:** At all times hereinafter mentioned, the Defendant, DAVIS, was an employee of the Defendant, WESTMED.

**ONE HUNDRED NINETY-SIXTH:**

At all times hereinafter mentioned, the

Defendant, DAVIS, was acting within the scope of her employment as an employee of the Defendant, WESTMED.

**ONE HUNDRED NINETY-SEVENTH:**

At all times hereinafter mentioned,

Defendant, DAVIS, was an independent contractor of the Defendant, WESTMED.

**ONE HUNDRED NINETY-EIGHTH:**

At all times hereinafter mentioned, the

Defendant, DAVIS, was an employee of the Defendant, RHEUMATOLOGY.

**ONE HUNDRED NINETY-NINTH:**

At all times hereinafter mentioned, the

Defendant, DAVIS, was acting within the scope of her employment as an employee of the Defendant, RHEUMATOLOGY.

**TWO HUNDREDTH:**

At all times hereinafter mentioned,

Defendant, DAVIS, was an independent contractor of the Defendant, RHEUMATOLOGY.

**TWO HUNDRED FIRST:**

At all times hereinafter mentioned, the

Defendant, DAVIS, was an employee of the Defendant, MONTEFIORE.

**TWO HUNDRED SECOND:**

At all times hereinafter mentioned, the

Defendant, DAVIS, was acting within the scope of her employment as an employee of the Defendant, MONTEFIORE.

**TWO HUNDRED THIRD:**

At all times hereinafter mentioned,

Defendant, DAVIS, was an independent contractor of the Defendant, MONTEFIORE.

**TWO HUNDRED FOURTH:**

During the years 2017 and 2018, and more

specifically from November 2017 through June 2018, plaintiff, DANIELLE PEREZ, was a patient of the Defendant, PATRICK.

**TWO HUNDRED FIFTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, KUBA.

**TWO HUNDRED SIXTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, BERKIN.

**TWO HUNDRED SEVENTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, PANZERA.

**TWO HUNDRED EIGHTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, LEVY.

**TWO HUNDRED NINTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, KHOURY.

**TWO HUNDRED TENTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, HIRSCH.

**TWO HUNDRED ELEVENTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, BERNSTEIN.

**TWO HUNDRED TWELFTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, DIEP.

**TWO HUNDRED THIRTEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, HARDY.

**TWO HUNDRED FOURTEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, DUDEK.

**TWO HUNDRED FIFTEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, EARLY.

**TWO HUNDRED SIXTEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, BELOTTE.

**TWO HUNDRED SEVENTEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, DAVIS.

**TWO HUNDRED EIGHTEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, WESTMED.

**TWO HUNDRED NINETEENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, RHEUMATOLOGY.

**TWO HUNDRED TWENTIETH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Plaintiff, DANIELLE R. PEREZ ESTRADA, was a patient of the Defendant, MONTEFIORE.

**TWO HUNDRED TWENTY-FIRST:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, PATRICK, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-SECOND:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, KUBA, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-THIRD:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, BERKIN, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-FOURTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, PANZERA, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.



**TWO HUNDRED TWENTY-FIFTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, LEVY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-SIXTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, KHOURY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-SEVENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, HIRSCH, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-EIGHTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, BERNSTEIN, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED TWENTY-NINTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, DIEP, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTIETH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, HARDY, provided

hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-FIRST:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, DUDEK, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-SECOND:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, EARLY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-THIRD:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, BELOTTE, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-FOURTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, DAVIS, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-FIFTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, WESTMED, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-SIXTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, RHEUMATOLOGY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-SEVENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, MONTEFIORE, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Plaintiff, DANIELLE R. PEREZ ESTRADA.

**TWO HUNDRED THIRTY-EIGHTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, PATRICK.

**TWO HUNDRED THIRTY-NINTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, KUBA.

**TWO HUNDRED FORTIETH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, BERKIN.

**TWO HUNDRED FORTY-FIRST:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, PANZERA.

**TWO HUNDRED FORTY-SECOND:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, LEVY.

**TWO HUNDRED FORTY-THIRD:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, KHOURY.

**TWO HUNDRED FORTY-FOURTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, HIRSCH.

**TWO HUNDRED FORTY-FIFTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, BERNSTEIN.

**TWO HUNDRED FORTY-SIXTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, DIEP.

**TWO HUNDRED FORTY-SEVENTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, HARDY.

**TWO HUNDRED FORTY-EIGHTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, DUDEK.

**TWO HUNDRED FORTY-NINTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, EARLY.

**TWO HUNDRED FIFTIETH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, BELOTTE.

**TWO HUNDRED FIFTY-FIRST:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, DAVIS.

**TWO HUNDRED FIFTY-SECOND:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, WESTMED.

**TWO HUNDRED FIFTY-THIRD:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, RHEUMATOLOGY.

**TWO HUNDRED FIFTY-FOURTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, Infant-Plaintiff, J.P.E., was a patient of the Defendant, MONTEFIORE.

**TWO HUNDRED FIFTY-FIFTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, PATRICK, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED FIFTY-SIXTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, KUBA, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED FIFTY-SEVENTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, BERKIN, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED FIFTY-EIGHTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, PANZERA, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED FIFTY-NINTH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, LEVY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTIETH:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, KHOURY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-FIRST:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, HIRSCH, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-SECOND:** During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, BERNSTEIN,

provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-THIRD:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, DIEP, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-FOURTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, HARDY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-FIFTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, DUDEK, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-SIXTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, EARLY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-SEVENTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, BELOTTE, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-EIGHTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, DAVIS, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SIXTY-NINTH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, WESTMED, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SEVENTIETH:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, RHEUMATOLOGY, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SEVENTY-FIRST:**

During the years 2017 and 2018, and more specifically from November 2017 through June 2018, the Defendant, MONTEFIORE, provided hematologic, maternal fetal medicine, sonography and obstetrical care and treatment to Infant-Plaintiff, J.P.E.

**TWO HUNDRED SEVENTY-SECOND:**

As a result of the medical care and treatment or lack thereof rendered to the Plaintiff, DANIELLE R. PEREZ ESTRADA and to Infant-Plaintiff, J.P.E., by the Defendants herein, one, some, or all of them, their agents, servants, and/or employees, their departures from accepted standards of medical, obstetrical, nursing, radiologic, hospital and other good practices, the Plaintiff, DANIELLE R. PEREZ ESTRADA and the Infant-Plaintiff, J.P.E., sustained severe, serious, and permanent personal injuries.



**TWO HUNDRED SEVENTY-THIRD:** Plaintiff's injuries were caused due to the carelessness, negligence, including negligent hiring, retaining, supervising, and credentialing, and departures from accepted and proper medical, obstetrical, nursing, radiologic, hospital and other good practices on the part of the Defendants herein, one, some, or all of them, their agents, servants, and/or employees in the care and the treatment or lack thereof that was rendered and tendered to the Plaintiff, for the period of time she was under the care of the Defendants herein, whereby she incurred pain and suffering and other financial losses without any fault contributing thereto by her.

**TWO HUNDRED SEVENTY-FOURTH:** This action falls within one or more exceptions set forth in the Civil Practice Laws and Rules Section 1602.

**TWO HUNDRED SEVENTY-FIFTH:** As a result of such injuries, pain and suffering, and other financial losses, the Plaintiff, DANIELLE R. PEREZ ESTRADA and the Infant-Plaintiff, J.P.E., were caused to suffer damages in an amount of money that exceeds the monetary jurisdiction of all other courts.

**AS AND FOR A SECOND CAUSE OF ACTION**

**TWO HUNDRED SEVENTY-SIXTH:** Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth in the FIRST CAUSE OF ACTION inclusive with the same force and effect as if more fully set forth herein.

**TWO HUNDRED SEVENTY-SEVENTH:** The Defendants herein, one, some, or all of them, their agents, servants, and/or employees, failed to disclose all of the facts that a reasonable doctor or health care personnel under such circumstances would explain to a patient, including a failure to disclose the risks and benefits of various courses of

treatment, the alternatives thereto and the risks and benefits relating to the alternatives and otherwise failed to properly, adequately and fully inform the patient.

**TWO HUNDRED SEVENTY-EIGHTH:** That a reasonable and prudent person in the Plaintiffs' position would not have undergone the course of treatment prescribed if she had been fully informed, and that the lack of informed consent is a proximate cause of pain and suffering and other financial losses for which recovery is sought.

**TWO HUNDRED SEVENTY-NINTH:** As a result of the foregoing lack of informed consent, the Plaintiffs herein suffered damages in an amount of money that exceeds the monetary jurisdictional limits of all other Courts.

**AS AND FOR A THIRD CAUSE OF ACTION**

**TWO HUNDRED EIGHTIETH:** Plaintiffs repeat, reiterate, and re-allege each and every allegation in the FIRST and SECOND CAUSES OF ACTION, inclusive, with the same force and effect as though more fully set herein.

**TWO HUNDRED EIGHTY-FIRST:** At all times hereinafter mentioned, the Plaintiff, DANIELLE R. PEREZ ESTRADA, was and is the lawful parent and natural guardian of Infant-Plaintiff, J.P.E., and cohabitates with him as mother and child.

**TWO HUNDRED EIGHTY-SECOND:** As a result of the foregoing negligence of the Defendants herein, their agents, servants, and/or employees, and the resulting injuries to the Plaintiffs, DANIELLE R. PEREZ ESTRADA, and the Infant-Plaintiff, J.P.E., and without any negligence or culpable conduct on their parts contributing thereto, the Plaintiff, DANIELLE R. PEREZ ESTRADA, has been deprived of the services, love and affection of her child, all to her damage in an amount which exceeds the jurisdictional limits of all other courts.

**TWO HUNDRED EIGHTY-THIRD:**

As a result of the aforesaid, the Plaintiff,

DANIELLE R. PEREZ ESTRADA, seeks a recovery for the loss of services of her child,

J.P.E., in a monetary amount that exceeds the monetary jurisdiction of all lower courts.

**WHEREFORE**, Plaintiffs, DANIELLE R. PEREZ ESTRADA and the Infant-Plaintiff, J.P.E., demand judgment against the Defendants, one, some, or all of them, their agents, servants and/or employees, in the FIRST, SECOND and THIRD, in sums of money exceeding the jurisdictional limits of all other Courts, together with interest, costs, and attorney's fees.

Dated: White Plains, New York  
November 2, 2020

Yours etc.,

MEAGHER & MEAGHER, P.C.  
Attorneys for Plaintiffs  
111 Church Street  
White Plains, NY 10601  
(914) 328-8844

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

-----X  
**J.P.E, An Infant by his Parent and Natural Guardian,  
DANIELLE R. PEREZ ESTRADA and DANIELLE R.  
PEREZ ESTRADA, Individually,**

**Index No.:****Certificate of  
Merit****Plaintiffs,****-against-**

**SHARON L. PATRICK, M.D., KFIER KUBA, M.D., JILL  
BERKIN, M.D., BRENDA PANZERA, M.D., JUDITH E.  
LEVY, M.D., RASHA S. KHOURY, M.D., JORDAN J. HIRSCH,  
M.D., PETER S. BERNSTEIN, M.D., JENNY DIEP, M.D.,  
MARY HARDY, M.D., RONALD D. DUDEK, M.D.,  
MEGAN EARLY, M.D., JIMMY BELOTTE, M.D.,  
NATALIE DAVIS, M.D., WESTCHESTER MEDICAL  
GROUP, P.C. d/b/a WESTMED MEDICAL GROUP,  
RHEUMATOLOGY ASSOCIATES, P.C., and  
MONTEFIORE MEDICAL CENTER,**

**Defendants.**

-----X  
**MERRYL F. WEINER, ESQ.,** an attorney duly admitted to practice in the Courts of the  
State of New York, hereby affirms, pursuant to Section 2106 CPLR:

I have reviewed the facts of this case and have consulted with at least one physician who  
is licensed to practice in this state, or any other state, and I reasonably believe that said physician  
is knowledgeable as to the relevant issues involved in this particular action and I have concluded  
on the basis of such review and consultation that there is a reasonable basis for the  
commencement of this action.

Dated: White Plains, New York  
November 2, 2020

  
MERRYL F. WEINER, ESQ.,

## VERIFICATION

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF WESTCHESTER )

I, Danielle R. Perez Estrada, being duly sworn,  
depose(s) and says(s):

I am the plaintiff in the within action.

I have read the within Summons & Complaint

and known the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters, I believe them to be true.

*Danielle Perez Escribano*  
Signature

Sworn to before me on this 2  
day of November, 2020

  
NOTARY PUBLIC

JENNIFER C. PATRISSI  
Notary Public 02PA6085425  
State of New York  
Westchester County  
Commission Expires 12-30-22

Index No.:

Year: 2020

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

**J.P.E, An Infant by his Parent and Natural Guardian,  
DANIELLE R. PEREZ ESTRADA and DANIELLE R.  
PEREZ ESTRADA, Individually,**

**Plaintiffs,**

**-against-**

**SHARON L. PATRICK, M.D., KFIER KUBA, M.D., JILL  
BERKIN, M.D., BRENDA PANZERA, M.D., JUDITH E.  
LEVY, M.D., RASHA S. KHOURY, M.D., JORDAN J. HIRSCH,  
M.D., PETER S. BERNSTEIN, M.D., JENNY DIEP, M.D.,  
MARY HARDY, M.D., RONALD D. DUDEK, M.D.,  
MEGAN EARLY, M.D., JIMMY BELOTTE, M.D.,  
NATALIE DAVIS, M.D., WESTCHESTER MEDICAL  
GROUP, P.C. d/b/a WESTMED MEDICAL GROUP,  
RHEUMATOLOGY ASSOCIATES, P.C., and  
MONTEFIORE MEDICAL CENTER,**

**Defendants.**

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**SUMMONS AND VERIFIED COMPLAINT**

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**MEAGHER & MEAGHER, P.C.**

*Attorney for Plaintiffs*


111 Church Street

White Plains, New York 10601

(914) 328-8844

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

Dated: November 2, 2020

Signature: 

Print Signatory's Name: MERRYL F. WIENER, ESQ.

Service of a copy of the within  
Dated: \_\_\_\_\_

is hereby admitted.

\_\_\_\_\_  
Attorney(s) for