

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONXL. F. G, an infant by her mother and  
natural guardian, AMBER MERCADO, and  
AMBER MERCADO, individually

Plaintiff(s)


-against-

ALEX BOAFO, JANE OWEN, RASHA S. KHOURY,  
KRYSTA LINDLEY, MARIAM SUSAN LATUGA,  
MONTEFIORE MEDICAL GROUP BRONX EAST  
and JACK D. WEILER HOSPITAL/MONTEFIORE  
MEDICAL CENTER,

Defendant(s)

To the above named Defendant(s)

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

Dated: New York, New York  
October 23, 2018THE COCHRAN FIRM,  
PAUL B. WEITZ & ASSOCIATES, P.C.  
Attorneys for Plaintiff(s)By:   
STEVEN GOLD  
55 Broadway  
New York, New York 10006  
212-346-0045

SEE ADDENDUM

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**ADDENDUM**

ALEX BOAFO

c/o Montefiore Medical Group-Bronx East  
2300 Westchester Avenue  
Bronx, New York 10462

JANE OWEN

c/o Montefiore Medical Group-Bronx East  
2300 Westchester Avenue  
Bronx, New York 10462

RASHA S. KHOURY

c/o Montefiore Medical Group-Bronx East  
2300 Westchester Avenue  
Bronx, New York 10462

KRYSTA LINDLEY

c/o Montefiore Medical Group-Bronx East  
2300 Westchester Avenue  
Bronx, New York 10462

MARIAM SUSAN LaTUGA

c/o Montefiore Medical Group-Bronx East  
2300 Westchester Avenue  
Bronx, New York 10462

MONTEFIORE MEDICAL GROUP BRONX EAST

2300 Westchester Avenue  
Bronx, New York 10462

JACK D. WEILER

HOSPITAL/MONTEFIORE MEDICAL CENTER,  
1825 Eastchester Road  
Bronx, New York 10461



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----  
L.F.G, an infant by her mother and  
natural guardian, AMBER MERCADO and AMBER  
MERCADO, individually,

Plaintiffs

-against-

VERIFIED COMPLAINT

ALEX BOAFO, JANE OWEN, RASHA S. KHOURY,  
KRYSTA LINDLEY, MARIAM SUSAN LATUGA, MONTEFIORE  
MEDICAL GROUP BRONX EAST and JACK D. WEILER  
HOSPITAL/MONTEFIORE MEDICAL CENTER,

Defendants

-----  
Plaintiffs, by their attorneys, THE COCHRAN FIRM, PAUL B. WEITZ &  
ASSOCIATES, P.C., as and for a Verified Complaint herein, respectfully set forth and allege:

AS AND FOR A FIRST CAUSE OF ACTION ON  
BEHALF OF INFANT PLAINTIFF LFG:

1. That at all times herein mentioned, defendant ALEX BOAFO, was or represented himself to be a physician duly licensed or authorized to practice medicine in the State of New York.
2. That at all times herein mentioned, defendant ALEX BOAFO, was or represented himself to be a physician specializing in the field of obstetric and gynecology.
3. That at all times hereinafter mentioned, the defendant, ALEX BOAFO, held himself out to be a physician, obstetrician and gynecologist possessing the skill and ability of members of the medical profession, and represented that he was capable of diagnosing, treating,

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advising, referring, recommending and caring for such prenatal, peri-natal, labor and delivery and/or neonatal conditions for which he would undertake to treat.

4. That at all of the times herein mentioned, defendant ALEX BOAFO, was an employee of a professional corporation.

5. That at all of the times herein mentioned, defendant ALEX BOAFO, was a shareholder in a professional corporation.

6. That at all of the times herein mentioned, defendant ALEX BOAFO, was an employee of a private group practice.

7. That at all of the times herein mentioned, defendant ALEX BOAFO, was a partner in a private group practice.

8. That at all times hereinafter mentioned, the defendant, ALEX BOAFO, was an agent, servant and/or employee of and/or affiliated with the defendant MONTEFIORE MEDICAL GROUP BRONX EAST and/or JACK D. WEILER/MONTEFIORE MEDICAL CENTER.

9. That at all times herein mentioned, defendant JANE OWEN, was or represented herself to be a physician duly licensed or authorized to practice medicine in the State of New York.

10. That at all times herein mentioned, defendant JANE OWEN, was or represented herself to be a physician specializing in the field of obstetrics and gynecology.

11. That at all times hereinafter mentioned, the defendant, JANE OWEN, held herself out to be a physician, obstetrician and gynecologist possessing the skill and ability of members of the medical profession, and represented that he was capable of diagnosing, treating,

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advising, referring, recommending and caring for such prenatal, peri-natal, labor and delivery and/or neonatal conditions for which he would undertake to treat.

12. That at all of the times herein mentioned, defendant JANE OWEN, was an employee of a professional corporation.

13. That at all of the times herein mentioned, defendant JANE OWEN, was a shareholder in a professional corporation.

14. That at all of the times herein mentioned, defendant JANE OWEN, was an employee of a private group practice.

15. That at all of the times herein mentioned, defendant JANE OWEN, was a partner in a private group practice.

16. That at all times hereinafter mentioned, the defendant, JANE OWEN, was an agent, servant and/or employee of and/or affiliated with the defendant MONTEFIORE MEDICAL GROUP BRONX EAST and/or JACK D. WEILER/MONTEFIORE MEDICAL CENTER.

17. That at all times herein mentioned, defendant RASHA S. KHOURY, was or represented himself to be a physician duly licensed or authorized to practice medicine in the State of New York.

18. That at all times herein mentioned, defendant RASHA S. KHOURY, was or represented herself to be a physician specializing in the field of obstetrics and gynecology.

19. That at all times hereinafter mentioned, the defendant, RASHA S. KHOURY, held herself out to be a physician, obstetrician and gynecologist possessing the skill and ability of members of the medical profession, and represented that he was capable of diagnosing, treating,

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advising, referring, recommending and caring for such prenatal, peri-natal, labor and delivery and/or neonatal conditions for which he would undertake to treat.

20. That at all of the times herein mentioned, defendant RASHA S. KHOURY, was an employee of a professional corporation.

21. That at all of the times herein mentioned, defendant JANE OWEN, was a shareholder in a professional corporation.

22. That at all of the times herein mentioned, defendant RASHA S. KHOURY, was an employee of a private group practice.

23. That at all of the times herein mentioned, defendant RASHA S. KHORY, was a partner in a private group practice.

24. That at all times hereinafter mentioned, the defendant, RASHA S. KHOURY, was an agent, servant and/or employee of and/or affiliated with the defendant MONTEFIORE MEDICAL GROUP BRONX EAST and/or JACK D. WEILER/MONTEFIORE MEDICAL CENTER.

25. That at all times herein mentioned, defendant KRYSTA LINDLEY, was or represented herself to be a physician duly licensed or authorized to practice medicine in the State of New York.

26. That at all times herein mentioned, defendant KRYSTA LINDLEY, was or represented herself to be a physician specializing in the field of obstetrics and gynecology.

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27. That at all times hereinafter mentioned, the defendant, KRYSTA LINDLEY, held herself out to be a physician, obstetrician and gynecologist possessing the skill and ability of members of the medical profession, and represented that he was capable of diagnosing, treating, advising, referring, recommending and caring for such prenatal, peri-natal, labor and delivery and/or neonatal conditions for which he would undertake to treat.

28. That at all of the times herein mentioned, defendant KRYSTA LINDLEY, was an employee of a professional corporation.

29. That at all of the times herein mentioned, defendant KRYSTA LINDLEY, was a shareholder in a professional corporation.

30. That at all of the times herein mentioned, defendant KRYSTA LINDLEY, was an employee of a private group practice.

31. That at all of the times herein mentioned, defendant KRYSTA LINDLEY, was a partner in a private group practice.

32. That at all times hereinafter mentioned, the defendant, KRYSTA LINDLEY, was an agent, servant and/or employee of and/or affiliated with the defendant MONTEFIORE MEDICAL GROUP BRONX EAST and/or JACK D. WEILER/MONTEFIORE MEDICAL CENTER.

33. That at all times herein mentioned, defendant MARIAM SUSAN LATUGA, was or represented himself to be a physician duly licensed or authorized to practice medicine in the State of New York.

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34. That at all times herein mentioned, defendant MARIAM SUSAN LATUGA, was or represented herself to be a physician specializing in the field of pediatric and neonatologist.

35. That at all times hereinafter mentioned, the defendant, MARIAM SUSAN LATUGA, held herself out to be a physician, pediatrician and neontologist possessing the skill and ability of members of the medical profession, and represented that she was capable of diagnosing, treating, advising, referring, recommending and caring for such peri-natal, and/or neonatal conditions for which she would undertake to treat.

36. That at all of the times herein mentioned, defendant MARIAM SUSAN LATUGA, was an employee of a professional corporation.

37. That at all of the times herein mentioned, defendant MARIAM SUSAN LATUGA, was a shareholder in a professional corporation.

38. That at all of the times herein mentioned, defendant MARIAM SUSAN LATUGA, was an employee of a private group practice.

39. That at all of the times herein mentioned, defendant MARIAM SUSAN LATUGA, was a partner in a private group practice.

40. That at all times hereinafter mentioned, the defendant, MARIAM SUSAN LATUGA, was an agent, servant and/or employee of and/or affiliated with the defendant MONTEFIORE MEDICAL GROUP BRONX EAST and/or JACK D. WEILER/MONTEFIORE MEDICAL CENTER.

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41. That at all times hereinafter mentioned, the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York.

42. That at all times hereinafter mentioned, the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, owned, operated, maintained, managed and controlled a hospital, located in the County of Bronx, City and State of New York.

43. That at all times hereinafter mentioned, the defendant, JACK D. WEILER/MONTEFIORE MEDICAL CENTER, held itself out as a hospital duly qualified and capable of rendering competent medical, nursing, pre-natal, intrauterine, peri-natal, neo-natal, pediatric and/or surgical care, labor, delivery, testing, treatment, advice, referral, recommendations, management and surgery to the general public, including this infant plaintiff.

44. That at all times hereinafter mentioned, the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, its servants, agents and/or employees furnished and/or provided doctors, nurses and other hospital, medical, obstetrical, gynecological, pre-natal, intrauterine, peri-natal, neo-natal, pediatric, labor, delivery and surgical care, treatment, management and personnel at the said hospital, to afford medical, obstetrical, gynecological, pre-natal, intrauterine, peri-natal, neo-natal and/or hospital care, treatment, delivery, advice, referral, recommendations, management and treatment to the general public, including the infant plaintiff herein.

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45. That at all times hereinafter mentioned, the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, did agree to and did hold itself out as maintaining at the said hospital, an adequate and competent staff, including doctors and other medical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and surgical personnel, and further warranted that the members of its said staff were qualified and trained for the purpose of providing such medical and surgical care, advice, testing, referral, recommendation, management, diagnosis and attention as they would be required to provide in accordance with the accepted standards of medical, surgical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and hospital practice to persons seeking and requiring such hospital, medical and surgical care and attention, including this infant plaintiff, and said defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, further held itself out as being equipped in sufficient manner to render such care and treatment at its hospital.

46. That at all times hereinafter mentioned, the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, furnished, provided, used and employed physicians, interns, residents, gynecologists, obstetricians, pediatricians, neonatologists, nurses, aides, staff members, and others, who were authorized, retained, or permitted by defendant to order, recommend, request, advise, perform, render, or provide medical, surgical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and/or nursing examinations, evaluations, care, diagnoses, treatments, procedures, tests, studies, services, or advice of, for and to patients at said hospital.

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47. That at all times hereinafter mentioned, the said hospital, was and is fully accredited by the Joint Commission on Accreditation of Health Care Organizations and said hospital's manuals, rules, regulations, practices, procedures, techniques and functions were required to be in accordance with the standards and conditions of the said Joint Commission on Accreditation of Health Care Organizations.

48. That the defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, was responsible for the negligent acts and omissions of its agents, servants, affiliated physicians, obstetricians, gynecologists, neonatologists, pediatricians and/or employees at the said hospital under the theory of respondeat superior.

49. That at all of the times herein mentioned, defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, represented that its servants, agents, affiliated physicians, obstetricians, pediatricians, residents, interns, nurses, aides, employees and/or medical personnel at the said hospital were capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the professional examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the infant plaintiff L.F.G, and her mother.

50. That at all of the times herein mentioned, defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, represented that the defendant ALEX BOAFA, was capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the necessary and required medical, obstetrical,

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gynecological, prenatal, perinatal, neonatal, pediatric and/or surgical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the infant plaintiff, L.F.G, and her mother.

51. That at all of the times herein mentioned, defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, represented that the defendant JANE OWEN, was capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the necessary and required medical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and/or surgical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the infant plaintiff, L.F.G, and her mother.

52. That at all of the times herein mentioned, defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, represented that the defendant RASHA S.KHOURY, was capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the necessary and required medical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and/or surgical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the infant plaintiff, L.F.G, and her mother.

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53. That at all of the times herein mentioned, defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, represented that the defendant KRYSTA LINDLEY, was capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the necessary and required medical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and/or surgical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the infant plaintiff, L.F.G, and her mother.

54. That at all of the times herein mentioned, defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, represented that the defendant MARIAM SUSAN LATUGA, was capable, competent and qualified to properly and adequately order, recommend, request, advise, perform, render, or provide all of the necessary and required medical, obstetrical, gynecological, prenatal, perinatal, neonatal, pediatric and/or surgical examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services and advice ordered, recommended, requested, required and advised for, performed upon, rendered and/or provided to the infant plaintiff, L.F.G, and her mother.

55. That commencing on/or about the 6TH day of May, 2018, and/or for a period of time prior and subsequent thereto, the plaintiff AMBER MERCADO engaged the services of the defendant ALEX BOAFA, in connection with certain medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal and/or neo-natal care, management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-natally,

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nately and neo-nately, by the said defendant.

56. That commencing on/or about the 6TH day of May, 2018, and/or for a period of time prior and subsequent thereto, the plaintiff AMBER MERCADO engaged the services of the defendant JANE OWEN, in connection with certain medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal and/or neo-natal care, management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-nately, nately and neo-nately, by the said defendant.

57. That commencing on/or about the 6TH day of May, 2018, and/or for a period of time prior and subsequent thereto, the plaintiff AMBER MERCADO engaged the services of the defendant RASHA S. KHOURY, in connection with certain medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal and/or neo-natal care, management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-nately, nately and neo-nately, by the said defendant.

58. That commencing on/or about the 6TH day of May, 2018, and/or for a period of time prior and subsequent thereto, the plaintiff AMBER MERCADO engaged the services of the defendant KRYSTA LINDLEY, in connection with certain medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal and/or neo-natal care, management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-nately, nately and neo-nately, by the said defendant.

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59. That commencing on/or about the 6<sup>TH</sup> day of May, 2018, and/or for a period of time prior and subsequent thereto, the plaintiff AMBER MERCADO engaged the services of the defendant MARIAM SUSAN LATUGA, in connection with certain medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal and/or neo-natal care, management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-natally, natally and neo-natally, by the said defendant.

60. That commencing on/or about the 6<sup>TH</sup> day of May, 2018, and/or prior and/or subsequent thereto through November 4, 2009, the defendant, ALEX BOAFO, did undertake the treatment of the plaintiff AMBER MERCADO and the infant plaintiff, L.F.G, intrauterinely, pre-natally, natally, during delivery procedures and thereafter, providing the plaintiffs with medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal, pediatric and/or neo-natal care, management, delivery, treatment and attention, and accepted the plaintiff and the infant plaintiff intrauterinely, pre-natally, neo-natally, during delivery and post-natally, as patients.

61. That commencing on/or about the 6<sup>TH</sup> day of May, 2018, and/or prior and/or subsequent thereto through November 4, 2009, the defendant, JANE OWEN, did undertake the treatment of the plaintiff AMBER MERCADO and the infant plaintiff, L.F.G, intrauterinely, pre-natally, natally, during delivery procedures and thereafter, providing the plaintiffs with medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal, pediatric and/or neo-natal care, management, delivery, treatment and attention, and accepted the plaintiff and the infant plaintiff intrauterinely, pre-natally, neo-natally, during delivery and post-natally, as patients.

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62. That commencing on/or about the 6<sup>TH</sup> day of May, 2018, and/or prior and/or subsequent thereto through November 4, 2009, the defendant, RASHA S. KHOURY, did undertake the treatment of the plaintiff AMBER MERCADO and the infant plaintiff, L.F.G, intrauterinely, pre-natally, natally, during delivery procedures and thereafter, providing the plaintiffs with medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal, pediatric and/or neo-natal care, management, delivery, treatment and attention, and accepted the plaintiff and the infant plaintiff intrauterinely, pre-natally, neo-natally, during delivery and post-natally, as patients.

63. That commencing on/or about the 6<sup>TH</sup> day of May, 2018, and/or prior and/or subsequent thereto through November 4, 2009, the defendant, KRYSTA LINDLEY, did undertake the treatment of the plaintiff AMBER MERCADO and the infant plaintiff, L.F.G, intrauterinely, pre-natally, natally, during delivery procedures and thereafter, providing the plaintiffs with medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal, pediatric and/or neo-natal care, management, delivery, treatment and attention, and accepted the plaintiff and the infant plaintiff intrauterinely, pre-natally, neo-natally, during delivery and post-natally, as patients.

64. That commencing on/or about the 6<sup>TH</sup> day of May, 2018, and/or prior and/or subsequent thereto through November 4, 2009, the defendant, MARIAM SUSAN LATUGA, did undertake the treatment of the plaintiff AMBER MERCADO and the infant plaintiff, L.F.G, intrauterinely, pre-natally, natally, during delivery procedures and thereafter, providing the plaintiffs with medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal, pediatric

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and/or neo-natal care, management, delivery, treatment and attention, and accepted the plaintiff and the infant plaintiff intrauterinely, pre-natally, neo-natally, during delivery and post-natally, as patients.

65. That on/or about the 6th day of May, 2018, the infant plaintiff was delivered and born at the said Hospital.

66. That the defendant ALEX BOAFO was present during the labor, delivery and birth of the infant plaintiff L.F.G.

67. That the defendant ALEX BOAFO was an obstetrician in attendance during the labor, delivery and birth of the infant plaintiff L.F.G.

68. That the defendant JANE OWEN was present during the labor, delivery and birth of the infant plaintiff L.F.G.

69. That the defendant JANE OWEN was a obstetrician attendance during the labor, delivery and birth of the infant plaintiff L.F.G.

70. That the defendant RASHA S.KHOURY was present during the labor, delivery and birth of the infant plaintiff L.F.G.

71. That the defendant RASHA S. KHOURY was a pediatrician in attendance during the labor, delivery and birth of the infant plaintiff L.F.G.

72. That the defendant KRYSTA LINDLEY was present during the labor, delivery and birth of the infant plaintiff L.F.G.

73. That the defendant KRYSTA LINDLEY was a obstetrician in attendance during the labor, delivery and birth of the infant plaintiff L.F.G.

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74. That the defendant MARIAM SUSAN LATUGA was present during the labor, delivery and birth of the infant plaintiff L.F.G.

75. That the defendant MARIAM SUSAN LATUGA was a obstetrician in attendance during the labor, delivery and birth of the infant plaintiff L.F.G.

76. That on/or about the 6<sup>th</sup> day of May, 2018, and/or prior thereto, the plaintiff AMBER MERCADO engaged the services of the defendant MONTEFIORE MEDICAL GROUP BRONX EAST, its servants, agents, affiliated physicians, obstetricians, pediatricians, neonatologists, nurses and/or employees at said Hospital in connection with certain medical, pre-natal, intrauterine, obstetrical, peri-natal, neo-natal care, pediatric and surgical management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-natally, natally and post-natally, by the said defendant, its servants, agents, affiliated physicians, and/or employees.

77. That on/or about the 6<sup>th</sup> day of May, 2018, and/or prior thereto, the plaintiff AMBER MERCADO engaged the services of the defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, its servants, agents, affiliated physicians, obstetricians, pediatricians, neonatologists, nurses and/or employees at said Hospital in connection with certain medical, pre-natal, intrauterine, obstetrical, peri-natal, neo-natal care, pediatric and surgical management, delivery and treatment to be rendered to the said plaintiff and the infant plaintiff L.F.G, intrauterinely, pre-natally, natally and post-natally, by the said defendant, its servants, agents, affiliated physicians, and/or employees.

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78. That on/or about the 6th day of May, 2018, and/or prior and/or subsequent thereto, the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, its servants, agents, affiliated physicians, obstetricians, and/or employees did undertake the treatment of the plaintiff AMBER MERCADO and the infant plaintiff, L.F.G, intrauterinely, pre-natally, natively, during delivery procedures and thereafter, providing the plaintiffs with medical, pre-natal, intrauterine, gynecological, obstetrical, peri-natal, neo-natal, surgical and pediatric care, management, delivery, treatment and attention, and accepted the plaintiff and the infant plaintiff intrauterinely, pre-natally, natively, during delivery and post-natally, as patients.

79. That the defendant, JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, its servants, agents, affiliated physicians, obstetricians, pediatricians and/or employees at said Hospital did undertake to diagnose, deliver and treat the infant plaintiff and her mother.

80. That on or about the 6th day of May, 2018, and prior thereto, the defendant JACK D. WEILER HOSPITAL/MONTEFIORE MEDICAL CENTER, its servants, agents, affiliated physicians, obstetricians, pediatricians, surgeons, neonatologists and/or employees attended, directed, assisted and/or participated in the labor, delivery, care, treatment and management of the infant plaintiff L.F.G, at the said defendant hospital.

81. That the careless, negligent and wanton treatment and/or management of the infant plaintiff and her mother by the defendants, their servants, agents, affiliated physicians, obstetricians, pediatricians and/or employees resulted in serious injuries, damages and compromise to the infant plaintiff L.F.G, at the time of her delivery and birth.

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82. That the foregoing treatment, management and delivery of the infant plaintiff, L.F.G, by the defendants, their servants, agents, affiliated physicians, obstetricians, pediatricians, residents, interns, nurses, aides, employees and/or medical personnel at the said hospital was performed in such a careless, negligent, wanton, reckless, heedless, and willful manner as to manifest and evidence a reckless disregard for the safety and well-being of others, including the infant plaintiff herein, and not in accordance with the good and accepted standards of medical, obstetrical and pediatric care and practice, thereby causing the infant plaintiff, L.F.G, to sustain severe injuries and damages at the time of her delivery and birth.

83. That the medical, obstetrical, pre-natal, peri-natal, neo-natal, pediatric, surgical and/or hospital procedures, examinations, evaluations, care, treatments, tests, studies, services, or advice ordered, requested, recommended, advised, performed, rendered, or provided to plaintiffs by the defendants herein, were ordered, requested, recommended, advised, performed, rendered, or provided by persons who were incompetent or unqualified to order, recommend, request, advise, perform, render or provide examinations, evaluations, care, treatments, procedures, tests, studies, services or advice to and/or for the infant plaintiff.

84. That the defendants, and those persons who ordered, requested, recommended, advised, performed, rendered, or provided examinations, evaluations, care, treatments, procedures, tests, studies, services, or advice to and/or for the infant plaintiff at said hospital were incompetent and/or unqualified to order, recommend, request, advise, perform, render, or provide such professional examinations, evaluations, care, treatments, procedures, tests, studies, services, or advice of, for, and to the infant plaintiff.

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85. That the defendants failed to promulgate, enforce, abide by, or follow appropriate rules, regulations, guidelines, procedures, policies, or protocols with respect to the performing, rendering or providing of medical, obstetrical, peri-natal, surgical, neo-natal, pediatric and/or hospital procedures, examinations, evaluations, care, treatments, tests, studies, services, or advice to and/or for the patients at said hospital including the infant plaintiff herein.

86. That the foregoing injuries and damages to the infant plaintiff, L.F.G, at the time of her delivery and birth, were caused solely by virtue of the carelessness, negligence, malpractice, wanton and willful disregard on the part of the defendants, their servants, agents, affiliated obstetricians, physicians, pediatricians, interns, residents, aides, nurses and/or employees, and without any negligence on the part of the plaintiffs contributing thereto.

87. That by reason of the foregoing, the infant plaintiff, L.F.G, was severely and permanently injured and damaged, rendered sick, sore, lame and disabled, sustained severe nervous shock and mental anguish, great physical pain and emotional upset, some of which injuries are permanent in nature and duration, and plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries; plaintiff incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; and plaintiff will in the future will necessarily suffer loss of earnings, capabilities, capacities, potential and opportunity; and plaintiff will be unable to pursue the usual duties with the same degree of efficiency as she would have been able to prior to the negligence and malpractice of the defendants, all to plaintiff's great damage.

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88. That this action falls within one or more of the exceptions set forth in CPLR 1602.

89. Pursuant to CPLR Section 1602b(iv), defendants are jointly and severally liable for all of plaintiffs' damages, including but not limited to plaintiffs' non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that defendants owed the plaintiffs a non-delegable duty of care.

90. Pursuant to CPLR Section 1602b(iv), defendants are jointly and severally liable for all of plaintiffs' damages, including but not limited to plaintiffs' non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that said defendants are vicariously liable for the negligent acts and omissions of those persons who caused or contributed to the injuries sustained by the plaintiffs.

91. Pursuant to CPLR Section 1602(5) defendants are jointly and severally liable for all of plaintiffs' damages, including but not limited to plaintiffs' non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that defendants' wrongful conduct was intentional.

92. Pursuant to CPLR Section 1602(7), defendants are jointly and severally liable for all of plaintiffs' damages, including but not limited to plaintiffs' non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that defendants acted with reckless disregard of the safety of others.

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93. Pursuant to CPLR Section 1602(11), defendants are jointly and severally liable for all of plaintiffs' damages, including but not limited to plaintiffs' non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that defendants acted knowingly or intentionally, and in concert, to cause the acts or failures which are a proximate cause of plaintiffs' injuries.

94. That by reason of the foregoing, the infant plaintiff has sustained serious injuries and damages in an amount in excess of the monetary jurisdictional limits of any and all lower Courts which would otherwise have jurisdiction, in an amount to be determined upon the trial of this action.

AS AND FOR A SECOND CAUSE OF ACTION  
ON BEHALF OF INFANT PLAINTIFF L.F.G:

95. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First Cause of Action of the within Complaint, with the same force and effect as though each were more fully set forth at length herein.

96. That at all times herein mentioned, the defendants failed to inform the parent plaintiffs as to the exact nature and extent of the infant plaintiff's condition and failed to inform the parent plaintiffs as to the risks, complications, consequences and dangers of the care, treatment and procedures the defendants undertook to perform and/or failed to perform upon the parent and upon the infant plaintiff, and further failed to inform the parent plaintiffs as to the possible alternate methods of treatment and/or delivery procedures applicable to the infant plaintiff's condition.

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97. That had the plaintiffs known of the foregoing nature and extent of the infant plaintiff's conditions and the risks, complications, consequences and dangers of the care, treatment and procedures the defendants undertook to perform and/or failed to perform with regard to the pre-natal, peri-natal, pre-natal, pediatric, natal and neo-natal care and management, and the labor, delivery and birth of the infant plaintiff, and had the parent plaintiffs known the possible alternate methods of treatment, management and/or delivery procedures applicable to the infant plaintiff's condition, the parent plaintiffs would have chosen other necessary, required and alternate methods of treatment, peri-natal, pre-natal, natal, pediatric and neo-natal management, and delivery procedures so as to have avoided serious and severe injury to the infant plaintiff at the time of the infant plaintiff's delivery and birth.

98. That by reason of the failure to obtain the informed consent of the parent plaintiffs and in failing to properly inform the parent plaintiffs, the infant plaintiff was caused to suffer serious injuries and damages at the time of her delivery and birth.

99. That by reason of the foregoing, plaintiff has sustained serious injuries and damages in an amount in excess of the monetary jurisdictional limits of any and all lower Courts which would otherwise have jurisdiction, in an amount to be determined upon the trial of this action.

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AS AND FOR A THIRD CAUSE OF ACTION ON  
BEHALF OF PLAINTIFF AMBER MERCADO:

100. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second Causes of Action of the within Complaint, with the same force and effect as though each were more fully set forth at length herein.

101. That at all times herein mentioned, this plaintiff was and still is the mother and natural guardian of the infant plaintiff L.F.G, and as such is entitled to the services, society, and companionship of the said infant plaintiff.

102. That as a result of the foregoing negligence and malpractice on the part of the defendants, and the resulting injuries to the infant plaintiff, this plaintiff has been required to expend various sums of money for the medical care, consultation, advice and treatment of the infant plaintiff, and has suffered other indemnifiable economic losses and has been deprived of the services, society and companionship of the infant plaintiff.

103. That by reason of the foregoing this plaintiff has sustained serious injuries and damages in an amount in excess of the monetary jurisdictional limits of any and all lower Courts which would otherwise have jurisdiction, in an amount to be determined upon the trial of this action.

WHEREFORE, plaintiffs demand judgment against the defendants herein, the amount sought on each Cause of Action being in excess of the monetary jurisdictional limits of any and all lower Courts which would otherwise have jurisdiction, in an amount to be determined upon the trial of this action, together with the costs and disbursements of this action, and with interest from the date of this occurrence.

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Dated: New York, New York  
October 22, 2018

Yours, etc.,  
THE COCHRAN FIRM,  
PAUL B. WEITZ & ASSOCIATES, P.C.,  
Attorneys for Plaintiff(s)

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By: STEVEN GOLD  
55 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10006  
(212) 346-0045

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
L. F. G, an infant by her mother and  
natural guardian, AMBER MERCADO, and AMBER  
MERCADO, individually,

Plaintiff

-against-

CERTIFICATE OF  
MERIT

ALEX BOAFO, JANE OWEN, RASHA S. KHOURY,  
KRYSTA LINDLEY, MARIAM SUSAN LaTUGA, MONTEFIORE  
MEDICAL GROUP BRONX EAST and JACK D. WEILER  
HOSPITAL/MONTEFIORE MEDICAL CENTER,

Defendants  
-----X

STEVEN GOLD, an attorney duly admitted to practice before the Courts of the State of  
New York affirms the following to be true under the penalties of perjury:

That I am an associate with the law firm of THE COCHRAN FIRM, PAUL B.  
WEITZ & ASSOCIATES, P.C., attorneys for the plaintiffs herein, and as such I am fully  
familiar with the facts and circumstances of the within action.

I have reviewed the facts of this case and have consulted with at least one physician who  
is licensed in this State, and who I reasonably believe is knowledgeable as to the relevant issues  
involved herein. I have concluded upon the basis of such review and consultation, that there is a  
reasonable basis for the commencement of this action. The consultation with the physician was  
verbal.

Dated: New York, New York  
October 23, 2018

  
STEVEN GOLD



ATTORNEY'S VERIFICATION

STATE OF NEW YORK )  
                          )SS:  
COUNTY OF NEW YORK )

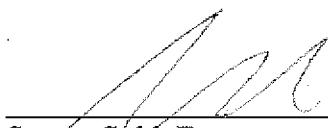
I, STEVEN GOLD, ESQ., the undersigned, am an attorney admitted to practice in the Courts of the State of New York, and say that:

I am the partner in the law firm of THE COCHRAN FIRM, PAUL B. WEITZ & ASSOCIATES, P.C. attorney for the plaintiff. I have read the annexed Complaint and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following: investigation, interviews with client, records, reports, documents, correspondence, data, memoranda, etc., contained in the file.

The reason I make this verification instead of plaintiff, is that the plaintiff resides outside of the County of New York, wherein I maintain my offices.

I affirm that the foregoing statements are true under the penalties of perjury.

Dated: New York, New York  
October 23<sup>rd</sup>, 2018

  
Steven Gold, Esq.