

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
DINKO DINEV and IVANKA DINEV,

Plaintiffs,

-against-

Index No.

AARON GROTAS, M.D., NEW YORK UROLOGY,
DAVID SHI, M.D., and MOUNT SINAI BETH ISRAEL
HOSPITAL,

Defendants.
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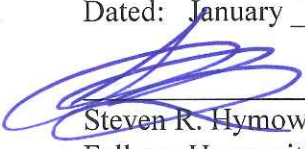
**NOTICE OF COMMENCEMENT OF ACTION
SUBJECT TO MANDATORY ELECTRONIC FILING**

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: January 7, 2016


Steven R. Hymowitz, Esq.
Fellows Hymowitz, PC

To: Audrey I. Pheffer

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New City, NY 10956
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

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DINKO DINEV and IVANKA DINEV,

Plaintiffs,

-against-

AARON GROTAS, M.D., NEW YORK UROLOGY,
DAVID SHI, M.D., and MOUNT SINAI BETH ISRAEL
HOSPITAL,

Defendants.

Index #
Date Filed:

SUMMONS

Plaintiff designates
Queens County
as the Venue for Trial.

Basis for Venue:
Residence of Plaintiffs

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To the above-named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if a complaint is not served with this summons, to serve a notice of appearance, upon plaintiff's attorneys within **twenty (20) days** after service of this Summons, exclusive of the day of service (or within thirty (30) days after service is complete if the 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 City, New York
January 7, 2016

Defendant's address:

AARON GROTAS, MD
1800 Rockaway Avenue
Suite 212
Hewlett, NY 11557

NEW YORK UROLOGY
1800 Rockaway Ave.
Suite 212
Hewlett, NY 11557

MOUNT SINAI BETH ISRAEL HOSPITAL
10 Union Square East
New York, NY 10003

DAVID SHI, M.D. C/O
MOUNT SINAI BETH ISRAEL HOSPITAL
10 Union Square East
New York, NY 10003



Steven R. Hymowitz
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
DINKO DINEV and IVANKA DINEV,

Plaintiffs,

Index No.:

VERIFIED COMPLAINT

-against-

AARON GROTAS, M.D., NEW YORK UROLOGY,
DAVID SHI, M.D., and MOUNT SINAI BETH ISRAEL
HOSPITAL,

Defendants.

-----X
Plaintiffs, DINKO DINEV and IVANKA DINEV, by their attorneys, FELLOWS
HYMOWITZ, P.C., as and for their Verified Complaint, allege, upon information and belief, as
follows:

PARTIES

1. At all times relevant to this action, the plaintiffs, husband and wife, DINKO DINEV and IVANKA DINEV, were and remain residents of Queens County, in the State of New York.
2. Plaintiff, DINKO DINEV, was at all times relevant, and upon information and belief was treated at defendant Mount Sinai Beth Israel Hospital (hereinafter "HOSPITAL") located at 10 Union Square East, in Manhattan and was operated on there by defendant, Aaron Grotas, MD (hereinafter "GROTAS"), who was an employee, shareholder, or principal of Defendant, New York Urology (hereinafter "NY UROLOGY") located at 1800 Rockaway Ave., Suite 212, Hewlett, NY 11557.

3. At all times mentioned herein, defendant, HOSPITAL was and is a limited liability company and/or hospital corporation duly organized under the law of the State of New York with a principal place of business at 10 Union Square East, New York, New York 10003.
4. At all times mentioned herein, defendant, HOSPITAL, was and is a corporation duly organized under the laws of the State of New York with a principal place of business at 10 Union Square East, New York, New York.
5. At all times relevant, the defendant, HOSPITAL, was operating in New York, as a hospital within the meaning of Article 25 of the Public Health Law and at all times relevant defendant, Hospital, was under a duty to comply with all duties set forth under that chapter.
6. To participate in Medicare and Medicaid programs, hospitals must be in compliance with the federal laws for hospitals as prescribed in the U.S. Code of Federal Regulations (42 C.F.R. 482.11).
7. Upon information and belief, DR. GROTHAS is a physician duly licensed as such in New York, with a principal place of business located at 1800 Rockaway Avenue, Suite 212, Hewlett, New York.
8. At all times herein mentioned, defendant, NY UROLOGY was and still is a domestic professional corporation, limited liability corporation, or other business and legal entity providing medical services in the State of New York.
9. At all times herein mentioned, defendant, NY UROLOGY, was and still is a limited liability corporation or other legal entity or association of medical doctors doing business in the County of Nassau in the State of New York.

10. At all times herein mentioned, defendant, NY UROLOGY, transacted business relative to the furnishing of medical care and services within the State of New York.
11. At all times herein mentioned, defendant, NY UROLOGY, derived substantial revenue from goods used or consumed or services rendered in the State of New York.
12. At all times herein mentioned, defendant, NY UROLOGY, expected or should reasonably have expected its acts to have consequences in the State of New York.
13. This is an action for monetary damages that exceed the jurisdictional limits of all lower courts that would otherwise have jurisdiction of this action.

**AS AND FOR THE FIRST CAUSE OF ACTION ON BEHALF
OF THE PLAINTIFF, DINKO DINEV, FOR CONSCIOUS
PAIN AND SUFFERING ON ACCOUNT OF THE
MEDICAL NEGLIGENCE OF THE DEFENDANTS**

14. On or about April 3, 2015, DINKO DINEV, age 43, underwent medical treatment and surgery performed by defendant GROTH at defendant, HOSPITAL with defendant assistant surgeon/surgical resident physician, Dr. David Shi.
15. In connection with DINKO DINEV'S treatment at defendant, Hospital, defendant, Hospital, represented that it was qualified and responsible facility; and that the defendant employed properly trained and supervised personnel including surgical resident physician Dr. David Shi, who were able to provide competent medical care for DINKO DINEV; and the defendant had the necessary physical facilities to provide the care required for DINKO DINEV.

16. At all times hereinafter mentioned, the defendant, HOSPITAL, was engaged in supplying and furnishing medical personnel, medical treated and related services.
17. At all times hereinafter mentioned, the defendant, HOSPITAL, employed physicians, nurses, diagnostic testing technicians and other medical, administrative and non-medical personnel at its facility who rendered care to the plaintiff after admission to the defendant, Hospital.
18. At all times hereinafter mentioned, the defendant, HOSPITAL, by its agents, servants and/or employees including defendant surgical resident physician Dr. David Shi, agreed to and undertook to faithfully, skillfully, diligently and carefully, in accordance with the approved and accepted standards of practices and common usages prevailing in its locality, to furnish and supply proper, necessary and indicated care, treatment, tests, attention and supervision and make available all necessary personnel and services hereinbefore alleged.
19. At all times hereinafter mentioned, the defendant, DR. GROTAS, was associated with and/or was employed by the defendant, Hospital.
20. At all times hereinafter mentioned, the defendant, DR. GROTAS, had privileges and/or permission to practice medicine at the defendant, Hospital.
21. At all times hereinafter mentioned, the defendant, DR. GROTAS, was acting as an agent of the defendant, Hospital.
22. That at all times hereinafter mentioned, the defendant, DR. GROTAS, held himself out to the members of the general public as providing urological care and treatment for injuries, illness and disease.

23. That at all times hereinafter mentioned, the defendant, DR. GROTAS, was and still is a physician duly licensed to practice medicine in the State of New York.
24. That at all times hereinafter mentioned, the defendant, DR. GROTAS, held himself out to the public as a confident and skillful physician and surgeon capable of properly diagnosing, treating and caring for injuries, illness and disease, and capable of properly and skillfully performing procedures on the human body and capable of properly and skillfully treating and caring for patients.
25. DINKO DINEV was admitted to the defendant, Hospital's care on these implied representations.
26. The defendants breached these implied representations.
27. The defendants used and employed physicians, staff members, and other who were authorized, retained, and/or permitted by defendants to order, recommend, request, advise, perform, render, or provide, medical, bladder-cystoscopy care, treatments, procedures, procedures or services for and to patients at the Hospital.
28. Upon information and belief, defendant, DR. GROTAS, was the attending physician assigned or self designated as the physician responsible for DINKO DINEV'S care and treatment while a patient at defendant, Hospital.
29. On or about April 3, 2015, the plaintiff, DINKO DINEV, was treated at defendant, HOSPITAL and came under the care and treatment of the defendant, HOSPITAL and the defendant, DR. GROTAS, and their respective agents, servants and/or employees.
30. The defendants, their respective agents, servants and/or employees, undertook, in the care and treatment of the plaintiff, DINKO DINEV, to treat and care for him in accordance with the standards of care and treatment generally accepted in the community, to use

approved methods in general use, to use reasonable care and skill and to use their best judgment in the diagnosis, care and treatment of the plaintiff, DINKO DINEV.

31. The defendants, their respective agents, servants and/or employees were negligent and reckless in their care, diagnosis and treatment of the plaintiff, DINKO DINEV, in failing to treat and care for the plaintiff, DINKO DINEV, in a professional, careful and skilled manner; in carelessly failing to use and utilize approved methods and tests in general used to treat, care for and diagnose the said plaintiff; in failing to properly treat the condition from which the plaintiff was suffering; in negligently and carelessly deviating from good and accepted medical care inter alia in that defendant GROTHAS or defendant HOSPITAL's employee surgical resident physician Dr. David Shi. **PERFORATED AND/OR PUNCTURED PLAINTIFF DINKO DINEV'S BLADDER** leading to additional admissions to the defendant, Hospital's Emergency Department and ultimately a major exploratory surgery amongst other injuries and residuals; in failing and neglecting to take proper and reasonable precautions to avoid causing injury and damage to Plaintiff's organs in or adjacent to the operative field; in failing and neglecting to properly and timely observe, diagnose, repair and treat the organ perforation and/or punctures suffered by the plaintiff; in failing and neglecting to prevent injury to plaintiff, DINKO DINEV, resulting in subsequent surgical procedures performed which would have been otherwise unnecessary; in failing and neglecting to provide proper, timely, necessary or adequate emergency examinations, evaluations, consultations, care, treatments, procedures, services and advise for the said plaintiff, DINKO DINEV; in failing and neglecting to timely, properly and adequately inform the plaintiff, DINKO DINEV, or to warn him of the nature, purpose, known perils, recognizable hazards, risks

or complications of the treatments or diagnoses provided or to be provided by the defendants; in failing and neglecting to inform the plaintiff, DINKO DINEV, of any alternative method of treatment prior to the performance of surgery; in being negligent, careless and reckless in the medical care and treatment of the plaintiff, DINKO DINEV, and in deviating and departing from acceptable care and treatment of the plaintiff, DINKO DINEV, and in failing to utilize the accepted standards of the community pertaining to the diagnosis, testing, evaluation and treatment of the plaintiff, DINKO DINEV.

32. At all times hereinbefore mentioned, as a result of the aforesaid omissions, improper treatment and procedures, the plaintiff, DINKO DINEV, suffered and sustained serious and severe complications, with great conscious pain and suffering from April 3, 2015 to present.

33. That the aforesaid care and treatment rendered to the plaintiff, DINKO DINEV, was rendered by the defendants, their agents, servants and/or employees in a careless and negligent manner and contrary to standard and accepted medical and/or surgical practices and procedures.

34. At all times heretofore mentioned, the aforesaid injuries were occasioned and caused solely by the carelessness, negligence, unskillfulness and unprofessionalism of the defendants.

35. As a result of the foregoing, the plaintiff, DINKO DINEV, has been damaged in an amount to be determined at the trial of this action.

36. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF, DINKO DINEV,
FOR LACK OF INFORMED CONSENT**

37. Plaintiffs repeat, reiterates and realleges each and every allegation contained in paragraphs “1” through “36” with the same force and effect as though fully set forth herein.
38. Prior to and during the course of treatment by the defendants, neither the plaintiff, DINKO DINEV, nor anyone on his behalf were informed by the defendants, their agents, servants and/or employees of the complexity and dangerous aspects of the treatment and procedures, or that such severe complications might develop as they did or that his routine cystoscopy surgical procedure could lead to such dire consequences; that the plaintiff, DINKO DINEV, was not informed of the risk and peril of injuring healthy organs and tissue and other portions of plaintiff, DINKO DINEV’S anatomy, and therefore, a valid and informed consent to such procedures was not obtained by the defendants; that there was no reasonable disclosure and the defendants owed to the plaintiff, DINKO DINEV, a duty and obligation of making known to the plaintiff, DINKO DINEV, all risks of such procedures and treatment , and the failure to do so interfered with a valid and informed consent as to such procedures and treatment, and had the plaintiff, DINKO DINEV, been informed of the risks and perils attendant upon such treatment and procedures, a consent, if given, would have been withheld, nor was the plaintiff, DINKO DINEV, informed that such procedures, if carried out, might be a failure; that any consent was invalid by virtue of the defendants’ wrongful withholding from the plaintiff, DINKO DINEV, as to the nature and risks attendant upon such procedure; and any consents were not a valid and informed consent.

39. As a result of the foregoing, the plaintiff, DINKO DINEV, has been damages in an amount to be determined at the trial of this action.
40. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS FOR A THIRD CAUSE OF ACTION
ON BEHALF OF THE PLAINTIFF, IVANKA DINEV,
AGAINST THE DEFENDANTS FOR LOSS OF SERVICES**

41. Plaintiffs repeat, reiterate and reallege each and every allegation contained in paragraphs "1" through "40" with the same force and effect as though fully set forth herein.
42. That at all times heretofore alleged, the plaintiff, IVANKA DINEV, was the wife of the plaintiff, DINKO DINEV, and as such lived and cohabited with him and was entitled to his society, services and companionship.
43. That as a result of the foregoing, the plaintiff, IVANKA DINEV, was deprived of the services and companionship of her husband, the plaintiff, DINKO DINEV.
44. As a result of the foregoing, the plaintiff, IVANKA DINEV, has been damaged in an amount to be determined at the trial of this action.
45. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiffs demand judgment as follows:

- A. On the First Cause of Action for Conscious Pain and Suffering, judgment in favor of the plaintiff, DINKO DINEV, for damages, compensatory and otherwise including past and future pain and suffering; past and future medical bills; past and future loss of earnings,

and for any other lawful element of recoverable damages, and such other and further relief as the Court seems just and appropriate; and

B. On the Second Cause of Action for Lack of Informed Consent for all allowable actual and statutory damages pursuant to New York State Health Law §2805(d); and

C. On the Third Cause of Action for Loss of Services, judgment in favor of plaintiff, IVANKA DINEV, for damages, compensatory and otherwise, and for any other lawful element of recoverable damages, and such other and further relief as the Court seems just and appropriate, and

For such other and further additional relief as the Court deems just and proper herein.

Dated: New City, New York
January 7, 2016



Steven R. Hymowitz
FELLOWS HYMOWITZ, PC
Attorneys for Plaintiffs
254 South Main Street, Suite 500
New City, New York 10956
(845) 634-3775

ATTORNEY VERIFICATION

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

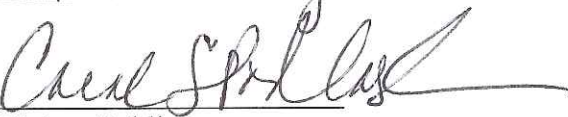
STEVEN R. HYMOWITZ, being duly sworn, deposes and says:

That deponent is the attorney for the plaintiffs, DINKO DINEV and IVANKA DINEV, that he has read the foregoing Complaint and knows the contents thereof; that the same are true to my knowledge, except those matters therein stated which are stated to be alleged on 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 deponent's general investigation of the facts herein and upon information received by deponent in the course of his duties as attorney for plaintiff.

The reason that this verification is made by your deponent instead of plaintiffs is because the plaintiffs reside in a county other than the county in which your deponent has his office.


STEVEN R. HYMOWITZ

Sworn to before me this
7th day of January, 2016.


Notary Public

CAROL S. PODLASKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO5085188
Qualified in Rockland County
My Commission Expires September 15, 2017