

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

Index No. _____

-----X
PEDRO LOPEZ and ELIZABETH LOPEZ,

Plaintiffs Designate New
York County as the Place of
Trial

Plaintiffs,

-against-

The Basis of Venue is
Plaintiffs' Residence

AARON GROTAS, M.D., and MT. SINAI
HEALTH SYSTEM, MT. SINAI BETH ISRAEL,
RYAN NENA COMMUNITY HEALTH CENTER

Plaintiffs Reside at
21 Spring Street, Apt. 2R
New York, NY 10012

Defendants.
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SUMMONS WITH NOTICE

TO THE ABOVE-NAMED DEFENDANTS:

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 Plaintiffs' attorney 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 case of your failure to appear or Answer, judgment will be taken against you by default for the relief demanded herein.

Dated: Valhalla, New York
October 5, 2018



MARK A. CAMPBELL, ESQ.

Attorney for Plaintiffs
8 Madison Avenue
Valhalla, New York 10595
(914) 607-7700

Defendants' Addresses:
SEE BELOW

NOTICE: THE NATURE OF THIS ACTION IS CLAIM FOR CONSCIOUS PAIN AND SUFFERING, PREMISES NEGLIGENCE AND WRONGFUL DEATH.

THE RELIEF SOUGHT is judgment awarding money damages in an amount exceeding the jurisdictional limits of all courts of record except the Supreme Court of the State of New York.

UPON YOUR FAILURE TO APPEAR, JUDGMENT WILL BE TAKEN AGAINST YOU BY DEFAULT FOR THE SUM EXCEEDING THE JURISDICTIONAL LIMITS OF ALL COURTS OF RECORD EXCEPT THE SUPREME COURT OF THE STATE OF NEW YORK WITH INTEREST, TOGETHER WITH THE COSTS AND DISBURSEMENTS OF THIS ACTION.

DEFENDANTS' ADDRESSES:

AARON GROTHAS, M.D.
10 Union Square East, Suite 3A
New York, NY 10003

MT. SINAI HEALTH SYSTEM
1st Avenue and 16th Street
New York, NY 10003

MT. SINAI BETH ISRAEL
1st Avenue and 16th Street
New York, NY 10003

RYAN NENA COMMUNITY HEALTH CENTER
279 East 3rd Street
New York, NY 10009

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK-----X
PEDRO LOPEZ and ELIZABETH LOPEZ,VERIFIED
COMPLAINT

Plaintiff,

-against-

AARON GROTAS, M.D., and MT. SINAI
HEALTH SYSTEM, MT. SINAI BETH ISRAEL,
RYAN NENA COMMUNITY HEALTH CENTER

Index No. _____

Defendants.
-----X

Plaintiffs, PEDRO LOPEZ and ELIZABETH LOPEZ, by their attorney MARK A. CAMPBELL, ESQ., complaining of the defendants herein respectfully allege upon information and belief as follows:

1. That at all times hereinafter mentioned the plaintiffs were and still are residents of the City, County, and State of New York.
2. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. is a physician duly licensed to practice medicine in the State of New York.
3. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. was and still is a resident of the City, County, and State of New York.
4. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. was and still is a resident of the State of New York.

5. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. maintained an office for the practice of medicine in and about the City, County, and State of New York at 10 Union Square East, Suite 3A.

6. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. held himself out as competent to render medical services, care and treatment to the sick and ailing and/or those who presented with problems and/or conditions.

7. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. held himself out as a specialist in the field of urology.

8. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. owed a duty to the plaintiff PEDRO LOPEZ to exercise that degree of care and skill which is generally recognized in the community.

9. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. rendered care and treatment to the plaintiff, PEDRO LOPEZ, from on or about September 2013 through November 2016.

10. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM was and still is a domestic entity organized and existing under the laws of the State of New York and maintained a medical facility at 1st Avenue and 16th Street, in the City, County, and State of New York.

11. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM held itself out as competent to render medical and/or healthcare provider services, care and treatment to the sick and ailing and/or those who presented with problems and/or conditions.

12. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM was the owner of a medical/ hospital facility known as the MT. SINAI BETH ISRAEL in the City, County and State of New York.

13. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM employed physicians, nurses, and/or other persons or health care providers who provided services and/or care and/or treatment and/or consultations to persons presenting at the said defendant facilities in or about September/October 2016.

14. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM owed a duty to the plaintiff PEDRO LOPEZ to exercise that degree of care and skill which is generally recognized in the community.

15. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM by its agents, servants and/or employees rendered care and treatment to the plaintiff, PEDRO LOPEZ , from on or about September/October 2016.

16. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. was an employee of MT. SINAI HEALTH SYSTEM

17. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D. had an agreement with the defendant MT. SINAI HEALTH SYSTEM to provide services and/or care to patients who presented to him for urological care and treatment.

18. That at all times hereinafter mentioned the defendant AARON GROTHAS, M.D. provided care and treatment to patients of MT. SINAI HEALTH SYSTEM pursuant an arrangement and or agreement with said defendant.

19. That at all times hereinafter mentioned MT. SINAI BETH ISRAEL is a hospital facility located at First Avenue and 16th Street in the City, County, and State of New York.

20. That at all times hereinafter mentioned the defendant MT. SINAI BETH ISRAEL was a domestic corporation organized and existing under the laws in the State of New York.

21. That at all times hereinafter mentioned the defendant Mt. SINAI BETH ISRAEL was a member of the defendant MT. SINAI HEALTH SYSTEM.

22. That at all times hereinafter mentioned the defendant MT. SINAI BETH ISRAEL is a not for profit corporation organized and existing under the laws of the State of New York.

23. That at all times hereinafter mentioned the defendant MT. SINAI BETH ISRAEL held itself out as competent to render hospital and/or medical services, care and treatment to the sick and/or ailing and/or those who presented with problems or conditions.

24. That at all times hereinafter mentioned the defendant MT. SINAI BETH ISRAEL owned a facility known as MT. SINAI BETH ISRAEL and/or BETH ISRAEL MEDICAL CENTER in the City, County, State of New York, located at

1st Avenue and 16th Street, on or about October 7th, 2016, prior thereto and subsequently thereafter.

25. That at all times hereinafter mentioned, the defendant MT. SINAI BETH ISRAEL maintained a facility known as MT. SINAI BETH ISRAEL and/or BETH ISRAEL MEDICAL CENTER in the City, County, and State of New York, on or about September/October 2016, prior thereto and subsequently thereafter.

26. That at all times hereinafter mentioned, the defendant MT. SINAI BETH ISRAEL operated a facility known as MT. SINAI BETH ISRAEL and/or BETH ISRAEL MEDICAL CENTER in the City, County, and State of New York, on or about September/October 2016, prior thereto and subsequently thereafter.

27. That at all times hereinafter mentioned, the defendant MT. SINAI BETH ISRAEL controlled a facility known as MT. SINAI BETH ISRAEL and/or BETH ISRAEL MEDICAL CENTER in the City, County, and State of New York on or about September/ October 2016, prior thereto and subsequently thereafter.

28. That at all times hereinafter mentioned, the defendant MT. SINAI BETH ISRAEL owed the duty to the plaintiff, PEDRO LOPEZ, to exercise that degree of knowledge, skill and care that was generally recognized in the community.

29. That at all times hereinafter mentioned, the defendant MT. SINAI BETH ISRAEL operated emergency rooms and/or radiology rooms and/or radiology departments and/or operating rooms for persons and/or individuals who presented for care and treatment at said defendant hospital during the period of September/October 2016.

30. That at all times hereinafter mentioned the plaintiff, PEDRO LOPEZ, was admitted to MT. SINAI BETH ISRAEL on or about October 7th, 2016, for purposes of undergoing a TURP procedure by the defendant AARON GROTHAS, M.D.

31. That at all times hereinafter mentioned the defendant MT. SINAI BETH ISRAEL employed physicians, nurses, and/or other persons or health care providers who provided services and/or care and/or treatment to the plaintiff, PEDRO LOPEZ, on or about October 7th, 2016, prior thereto and/ or thereafter.

32. That at all times hereinafter mentioned the defendant RYAN NENA COMMUNITY HEALTH CENTER, (herein after referred to as "RYAN NENA") was and still is a domestic entity organized and existing under the laws of the State of New York and maintained a medical facility in the City, County, and State of New York at 279 East 3rd Street.

33. That at all times hereinafter mentioned the defendant RYAN NENA held itself out as competent to render hospital and/or medical services, care and treatment to the sick and/or ailing and/or those who presented with problems or conditions.

34. That at all times hereinafter mentioned the defendant RYAN NENA was the owner of a medical facility known as RYAN NENA HEALTH COMMUNITY CENTER in the City, County, and State of New York at 279 East 3rd Street.

35. That at all times hereinafter mentioned the defendant RYAN NENA employed physicians, nurses, and/or other persons or health care providers who provided services and/or care and/or treatment and/or consultations to persons presenting to said defendant.

36. That at all times hereinafter mentioned the defendant RYAN NENA owed a duty to the plaintiff PEDRO LOPEZ to exercise that degree of care and skill which is generally recognized in the community.

37. That at all times hereinafter mentioned the defendant RYAN NENA rendered care and treatment to the plaintiff, PEDRO LOPEZ.

38. That at all times hereinafter mentioned and during the aforementioned period of time the defendant AARON GROTHAS, M.D. for good and valuable consideration agreed to care for and treat the plaintiff, PEDRO LOPEZ, in accordance with approved methods of care and treatment and to use his care and skill and best judgment in the care and treatment of the plaintiff during the time he was under its care.

39. That at all times hereinafter mentioned and during the aforementioned period of time the defendant MT. SINAI HEALTH SYSTEM for good and valuable consideration agreed to care for and treat the plaintiff, PEDRO LOPEZ, in accordance with approved methods of care and treatment and to use its care and skill and best judgment in the care and treatment of the plaintiff during the time he was under its care.

40. That at all times hereinafter mentioned and during the aforementioned period of time the defendant MT. SINAI BETH ISRAEL for good and valuable consideration agreed to care for and treat the plaintiff, PEDRO LOPEZ, in accordance with approved methods of care and treatment and to use its care and skill and best

judgment in the care and treatment of the plaintiff during the time he was under its care.

41. That at all times hereinafter mentioned and during the aforementioned period of time the defendant RYAN NENA for good and valuable consideration agreed to care for and treat the plaintiff, PEDRO LOPEZ, in accordance with approved methods of care and treatment and to use its care and skill and best judgment in the care and treatment of the plaintiff during the time he was under its care.

42. That at all times hereinafter mentioned the defendant MT. SINAI HEALTH SYSTEM by its agents, servants and/or employees agreed to treat the plaintiff, PEDRO LOPEZ, and carelessly and negligently treated the plaintiff without using the proper degree of medical skill and/or care, deviated and/or departed from accepted medical and/or surgical customs and/or standards and/or practices resulting in injuries and/or disabilities of the plaintiff PEDRO LOPEZ.

43. That at all times hereinafter mentioned the defendant AARON GROTAS, M.D., by his agents, servants and/or employees agreed to treat the plaintiff PEDRO LOPEZ, and carelessly and negligently treated the plaintiff without using the proper degree of medical skill and/or care, deviated and/or departed from accepted medical and/or surgical customs and/or standards and/or practices resulting in injuries and/or disabilities of the plaintiff PEDRO LOPEZ.

44. That at all times hereinafter mentioned the defendant MT. SINAI BETH ISRAEL by its agents, servants and/or employees agreed to treat the plaintiff PEDRO LOPEZ, and carelessly and negligently treated the plaintiff without using

the proper degree of medical skill and/or care, deviated and/or departed from accepted medical and/or surgical customs and/or standards and/or practices resulting in injuries and/or disabilities of the plaintiff PEDRO LOPEZ.

45. That at all times hereinafter mentioned the defendant RYAN NENA by its agents, servants and/or employees agreed to treat the plaintiff PEDRO LOPEZ, and carelessly and negligently treated the plaintiff without using the proper degree of medical skill and/or care, deviated and/or departed from accepted medical and/or surgical customs and/or standards and/or practices resulting in injuries and/or disabilities of the plaintiff PEDRO LOPEZ.

46. That the defendant AARON GROTAS, M.D. rendered care and treatment to the plaintiff PEDRO LOPEZ, including but not limited to examinations, tests and/or procedures and/or medications and was careless and negligent with respect to the care and treatment provided to the plaintiff in failing to follow good, usual and accepted customs and practices in the medical profession; ignoring signs, symptoms and complaints of the plaintiff and failing to promptly, timely and/or adequately treat the plaintiff PEDRO LOPEZ.

47. That the defendant MT. SINAI HEALTH SYSTEM rendered care and treatment to the plaintiff PEDRO LOPEZ, including but not limited to examinations, tests and/or procedures and/or medications and was careless and negligent with respect to the care and treatment provided to the plaintiff in failing to follow good, usual and accepted customs and practices in the medical profession; ignoring signs,

symptoms and complaints of the plaintiff and failing to promptly, timely and/or adequately treat the plaintiff PEDRO LOPEZ.

48. That the defendant MT. SINAI BETH ISRAEL rendered care and treatment to the plaintiff PEDRO LOPEZ, including but not limited to examinations, tests and/or procedures and/or medications and was careless and negligent with respect to the care and treatment provided to the plaintiff in failing to follow good, usual and accepted customs and practices in the medical profession; ignoring signs, symptoms and complaints of the plaintiff and failing to promptly, timely and/or adequately treat the plaintiff PEDRO LOPEZ.

49. That the defendant RYAN NENA rendered care and treatment to the plaintiff PEDRO LOPEZ, including but not limited to examinations, tests and/or procedures and/or medications and was careless and negligent with respect to the care and treatment provided to the plaintiff in failing to follow good, usual and accepted customs and practices in the medical profession; ignoring signs, symptoms and complaints of the plaintiff and failing to promptly, timely and/or adequately treat the plaintiff PEDRO LOPEZ.

50. That the defendants herein, AARON GROTAS, M.D., and MT. SINAI HEALTH SYSTEM, MT. SINAI BETH ISRAEL, RYAN NENA COMMUNITY HEALTH CENTER, their agents, servants and/or employees and/or those under their supervision and/or control were careless and negligent, committed acts and/or omissions and/or malpractice as follows: in carelessly and negligently failing to properly examine the plaintiff; in carelessly and negligently performing

examinations upon the plaintiff; in carelessly and negligently performing tests and/or procedures upon the plaintiff; in carelessly and negligently failing to follow good, usual and accepted customs, standards and/or practices in the medical profession; in carelessly and negligently ignoring signs, symptoms and/or complaints of the plaintiff; in carelessly and negligently failing to promptly and timely and adequately treat the plaintiff, PEDRO LOPEZ; in carelessly and negligently failing to properly obtain prompt and timely cardiology consultations; in carelessly and negligently failing to order testing including radiological evaluations; in carelessly and negligently failing to investigate, signs and/or symptoms and complaints of the plaintiff; in carelessly and negligently failing to assess the significance of radiological studies; in carelessly and negligently failing to assess the significance of clinical symptoms; in carelessly and negligently causing and/or contributing to the injuries herein; in carelessly and negligently failing to have a sufficient degree of background, training and experience so as to avoid injuring the plaintiff; in carelessly and negligently failing to review records; in carelessly and negligently failing to coordinate the care and treatment of the plaintiff; in carelessly and negligently supervising and/or controlling agents, servants and/or employees; in carelessly and negligently hiring agents, servants and/or employees; in carelessly and negligently failing to heed signs, symptoms and/or complaints; in carelessly and negligently failing to make a prompt and timely diagnosis of plaintiff's condition; in carelessly and negligently misdiagnosing the plaintiff's condition; in carelessly and negligently failing to entertain a differential

diagnosis; in carelessly and negligently failing to have an index of suspicion as to the entities that were causing the plaintiff's problem and/or condition; in carelessly and negligently permitting and allowing the plaintiff to languish and/or go undiagnosed; in carelessly and negligently failing to use their best judgment; in carelessly and negligently failing to act as a reasonably prudent healthcare provider under the circumstances; in carelessly and negligently failing to follow the plaintiff; in carelessly and negligently failing to be attentive to the plaintiff; in carelessly and negligently failing to monitor the plaintiff; in carelessly and negligently failing to properly interpret tests and/or examinations; in carelessly and negligently failing to consult with literature and/or other information; in carelessly and negligently failing to take a detailed, adequate and/or thorough history of the plaintiff; in carelessly and negligently failing to assess the significance of certain complaints of the plaintiff; carelessly and negligently failing to assess the significance that the plaintiff had hypertension; carelessly and negligently failing to assess the significance that the plaintiff had hypocholesteremia; in carelessly and negligently failing to assess the significance of the plaintiff's vital signs; in carelessly and negligently failing to give an adequate and proper informed consent; in carelessly and negligently failing to discuss risks, hazards and/or alternatives to procedures; in carelessly and negligently failing to obtain a medical clearance; in carelessly and negligently performing a medical clearance; in carelessly and negligently failing to assess the significance of a history of dizziness; in carelessly and negligently failing to perform Carotid Doppler examinations; in carelessly and negligently failing to evaluate carotid

arteries; in carelessly and negligently failing to consider a neurology consultation; in carelessly and negligently failing performing a TURP procedure upon the plaintiff; in carelessly and negligently failing to perform appropriate pre-op testing; in carelessly and negligently performing pre-op tests; in carelessly and negligently failing to assess the significance a blood pressure of 179/91; in carelessly and negligently failing to assess the significance of a blood pressure of 181/111; in carelessly and negligently failing to obtain a medical opinion of a cardiologist; in carelessly and negligently failing to maintain minimally acceptable medical/healthcare provider records; in carelessly and negligently failing to perform a cardiogram; in carelessly and negligently causing or contributing to a neurological event following a TURP procedure upon the plaintiff; and the defendants were otherwise careless and negligent, committed acts and/or omissions and/or departed and/or deviated from acceptable customs, standards and practices in the manner in which care and treatment was provided to the plaintiff, PEDRO LOPEZ.

51. That as a result of the foregoing plaintiff PEDRO LOPEZ, was rendered sick, sore, lame and disabled, suffered severe pain and emotional anguish, loss of enjoyment of life, was compelled to undergo hospital and/or medical care and attention and incurred expenses therefrom.

52. As a result of the foregoing plaintiff PEDRO LOPEZ's earning capacity was impaired and other losses and damages were sustained as a result of the defendant's negligence and malpractice herein.

AS AND FOR A SECOND CAUSE OF ACTION

53. Plaintiff repeats, repleads and reiterates each and every allegation as contained in paragraphs designated "1" through "52" of the foregoing Complaint with the same force and effect as if more fully set forth at length herein.

54. That the defendant herein failed to disclose to the plaintiff and/or his next of kin the risks, hazards, alternatives, choices and/or reasonably foreseeable risks, hazards, alternatives, choices and/or benefits involved in the care and treatment rendered herein that a reasonable medical and surgical practitioner under similar circumstances would have disclosed in a manner permitting the plaintiff and/or his next of kin to make a knowledgeable evaluation of same.

55. That it was reasonably possible for the defendant herein to disclose to the plaintiff and/or his next of kin as to the risks, hazards, alternatives and/or complications of said treatment and/or procedures.

56. That had a reasonable person been so informed of the risks, hazards, alternatives and/or choices involved in the aforesaid treatment and/or lack of same said individual would not have undergone said treatment and/or diagnosis and/or procedure.

57. That the plaintiff herein did not assure the defendant herein that he did not want to be so informed of the risks, hazards, alternatives and/or choices involved in the care and treatment rendered to the plaintiff.

58. That the risks, hazards, alternatives, communications which the defendants herein failed to disclose and/or inform the plaintiff and/or his next of kin were not

too commonly known to the plaintiff and/or her next of kin not to warrant such disclosure.

59. That the plaintiff herein did not assure the defendants herein that he would undergo the treatment and/or lack of same and/or procedure complained of regardless of the risks, hazards, alternatives and/or complications involved.

60. That the manner and extent of such disclosure in light of the attendant facts and circumstances would not have been expected to adversely and/or substantially affect the plaintiff's condition.

61. That the defendants herein, in light of all the attendant facts and circumstances failed to use reasonable discretion as to the manner and extent to which such a alternatives, risks, hazards, choices and/or complications were disclosed to the plaintiff.

62. That the failure to fully inform the plaintiff and/or his next of kin was the proximate cause in whole and/or in part of the injury and/or other conditions sustained herein for which recovery is sought.

63. That the defendants, their agents, servants and/or employees and/or those under their supervision and/or control were required to inform the plaintiff and/or his next of kin as to the risks involved with the condition, testing and care and treatment or lack of same.

64. That the amount of damages sought herein exceeds the jurisdictional limits of all courts of record which would otherwise have jurisdiction except the Supreme Court of the State of New York.

AS AND FOR A THIRD CAUSE OF ACTION

65. Plaintiff repeats, repleads and reiterates each and every allegation as contained in paragraphs designated "1" through "64" of the foregoing Complaint with the same force and effect as if more fully set forth at length herein.

66. That the plaintiff ELIZABETH LOPEZ was and still is the lawful spouse of the plaintiff PEDRO LOPEZ.

67. That as a result of the negligent acts and/or omissions, malpractice and/or departures herein by the defendants herein, the plaintiff ELIZABETH LOPEZ was caused to lose the society, services, companionship, consortium and joy of the plaintiff PEDRO LOPEZ.

68. That said loss of services, society, companionship, consortium and joy was proximately caused in whole and/or in part by the careless and negligent treatment afforded to the plaintiff PEDRO LOPEZ, by the defendants herein.

69. That the amount of damages sought herein exceeds the jurisdictional limits of all lower courts of record except the Supreme Court of the State of New York.

WHEREFORE, plaintiffs demand judgment on the First, Second and Third Causes of Action in an amount of damages as to each cause of action which exceeds the jurisdictional limits of all courts of record except the Supreme Court of the State of New York together with costs and disbursements of this action and for such other, further and different relief as to this Court may seem just and proper.

Dated: Valhalla, New York
September 18, 2018

Yours, etc.

A handwritten signature in blue ink, appearing to read "Mark A. Campbell", is written over a horizontal line.

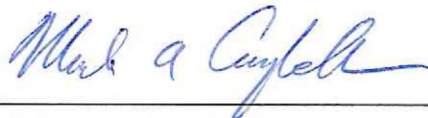
MARK A. CAMPBELL, ESQ.
Attorney for Plaintiffs
8 Madison Avenue
Valhalla, New York 10595
(914) 607-7700

AFFIRMATION OF VERIFICATION

MARK A. CAMPBELL, ESQ., hereby affirms under the penalty of perjury, pursuant to C.P.L.R. §2106, that he is an attorney admitted to practice in the courts of this state and that he is the attorney for the plaintiffs, **PEDRO LOPEZ and ELIZABETH LOPEZ** in the within action; that the foregoing COMPLAINT is true to his own knowledge, except as to matters therein stated to be upon information and belief, and that as to those matters he believes it to be true.

That this COMPLAINT is affirmed by your affirmant and not by the plaintiff because the plaintiff, upon information and belief, is an individual not within the county where MARK A. CAMPBELL, ESQ. has his office, and the source of affirmant's information, and the grounds for his belief are the records and reports of investigation kept in the office of the said attorney for plaintiff in connection with this action and the accident out of which said action arises.

Dated: Valhalla, New York
October 5, 2018



MARK A. CAMPBELL