

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No.:
Date Purchased:

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SOPHIA DEBROSSE,

SUMMONS

Plaintiff,

Plaintiff designates Nassau
County as the place of trial.

- against -

The basis of venue is:
Plaintiff's residence

DANIEL A. REINHARTH, M.D., PROHEALTH CORP.,
METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC,
METROPOLITAN DIAGNOSTIC IMAGING, P.C.,
METROPOLITAN DIAGNOSTIC RADIOLOGY, NYU
LANGONE RADIOLOGY, NYU LANGONE HOSPITALS,
MEMORIAL SLOAN-KETTERING CANCER CENTER,
MEMORIAL SLOAN-KETTERING CANCER CENTER
MSK BREAST AND IMAGING CENTER, PLANNED
PARENTHOOD OF NASSAU COUNTY, INC. and
PLANNED PARENTHOOD OF GREATER NEW YORK,
INC.

Plaintiff resides at:
6 Second Place
Garden City, New York 11530


County of NASSAU

Defendants.
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To the above named Defendants:

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 attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Garden City, New York
August 14, 2020



JOSEPH G. DELL
DELL & DEAN, PLLC
Attorneys for Plaintiff
SOPHIA DEBROSSE
1225 Franklin Avenue, Suite 450
Garden City, New York 11530
(516) 880-9700

TO: DANIEL A. REINHARTH, M.D.
1 Dakota Drive
New Hyde Park, New York 11042

PROHEALTH CORP.
2800 Marcus Avenue
Lake Success, New York 11042

METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC
224 Seventh Street
Garden City, New York 11530

METROPOLITAN DIAGNOSTIC IMAGING, P.C.
224 Seventh Street
Garden City, New York 11530

METROPOLITAN DIAGNOSTIC RADIOLOGY
224 Seventh Street
Garden City, New York 11530

NYU LANGONE RADIOLOGY
224 Seventh Street
Garden City, New York 11530

NYU LANGONE HOSPITALS – *Via Secretary of State*
Office of General Counsel
550 First Avenue, HCC 15
New York, New York 10016

MEMORIAL SLOAN-KETTERING CANCER CENTER
1275 York Avenue
New York, New York 10021

MEMORIAL SLOAN-KETTERING CANCER CENTER
MSK BREAST AND IMAGING CENTER
300 East 66th Street
New York, New York 10065

PLANNED PARENTHOOD OF NASSAU COUNTY, INC.
540 Fulton Avenue
Hempstead, New York 11550

PLANNED PARENTHOOD OF GREATER NEW YORK, INC.
26 Bleeker Street
New York, New York 10012

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No.:

-----X
SOPHIA DEBROSSE,

Date Purchased:

Plaintiff,

VERIFIED COMPLAINT

- against -

DANIEL A. REINHARTH, M.D., PROHEALTH CORP.,
METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC,
METROPOLITAN DIAGNOSTIC IMAGING, P.C.,
METROPOLITAN DIAGNOSTIC RADIOLOGY, NYU
LANGONE RADIOLOGY, NYU LANGONE HOSPITALS,
MEMORIAL SLOAN-KETTERING CANCER CENTER,
MEMORIAL SLOAN-KETTERING CANCER CENTER
MSK BREAST AND IMAGING CENTER, PLANNED
PARENTHOOD OF NASSAU COUNTY, INC. and
PLANNED PARENTHOOD OF GREATER NEW YORK,
INC.

Defendants.
-----X

Plaintiff, by her attorneys, **DELL & DEAN, PLLC**, complaining of the Defendants,
respectfully alleges, upon information and belief, as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. At the time of the commencement of this action, Plaintiff **SOPHIA DEBROSSE**
was a resident of the County of Nassau, State of New York.

2. This action falls within one or more of the exemptions set forth in CPLR §1602.

3. At all times mentioned herein, the principal place of business of Defendants
**DANIEL A. REINHARTH, M.D., METROPOLITAN DIAGNOSTIC IMAGING GROUP,
LLC, METROPOLITAN DIAGNOSTIC IMAGING, P.C., METROPOLITAN
DIAGNOSTIC RADIOLOGY, PROHEALTH CORP. and PLANNED PARENTHOOD OF
NASSAU COUNTY, INC.** were located in the State of New York, County of Nassau.

4. At all times mentioned herein, the principal place of business of Defendants
NYU LANGONE HOSPITALS, MEMORIAL SLOAN-KETTERING CANCER CENTER,

MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER and PLANNED PARENTHOOD OF GREATER NEW YORK, INC. were located in the State of New York, County of New York.

5. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** was a medical professional licensed as a physician or other medical professional and practicing as such in the State of New York.

6. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** held himself out to be a physician offering professional services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

7. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** represented that he was competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

8. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** was an employee, agent, servant, assign or contractor of **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC**

9. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **METROPOLITAN DIAGNOSTIC IMAGING, P.C.**

10. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **METROPOLITAN DIAGNOSTIC RADIOLOGY.**

11. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **NYU LANGONE RADIOLOGY.**

12. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as

an employee, agent, servant, assign or contractor of **NYU LANGONE HOSPITALS**.

13. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **MEMORIAL SLOAN-KETTERING CANCER CENTER**.

14. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER**.

15. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **PROHEALTH CORP.**

16. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.**

17. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** as an employee, agent, servant, assign or contractor of **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.**

18. At all times mentioned herein, Defendants **DANIEL A. REINHARTH, M.D., METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC, METROPOLITAN DIAGNOSTIC IMAGING, P.C., METROPOLITAN DIAGNOSTIC RADIOLOGY, NYU LANGONE RADIOLOGY, NYU LANGONE HOSPITALS, MEMORIAL SLOAN-KETTERING CANCER CENTER, MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER, PROHEALTH CORP., PLANNED PARENTHOOD OF NASSAU COUNTY, INC. and PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** stood in such a relationship with each other in their care and treatment of Plaintiff **SOPHIA DEBROSSE** as to make each liable for the acts and omissions of

the other.

19. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC.**

20. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **METROPOLITAN DIAGNOSTIC IMAGING, P.C.**

21. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **METROPOLITAN DIAGNOSTIC RADIOLOGY.**

22. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **NYU LANGONE RADIOLOGY.**

23. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **NYU LANGONE HOSPITALS.**

24. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **MEMORIAL SLOAN-KETTERING CANCER CENTER.**

25. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGINIG CENTER.**

26. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was,

and still is, the owner, operator, manager and supervisor of a health-care facility known as

PROHEALTH CORP.

27. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as

PLANNED PARENTHOOD OF NASSAU COUNTY, INC.

28. At all times mentioned herein Defendant **DANIEL A. REINHARTH, M.D.** was, and still is, the owner, operator, manager and supervisor of a health-care facility known as

PLANNED PARENTHOOD OF GREATER NEW YORK, INC.

29. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** owned, operated, controlled, and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 1 Dakota Drive, New Hyde Park, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

30. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 224 Seventh Street, Garden City, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

31. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** owned, operated, controlled, staffed and managed a health care facility

pursuant to the laws of the State of New York for the care of the medical issues, located at 224 Seventh Street, Garden City, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

32. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 224 Seventh Street, Garden City, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

33. At all times mentioned herein, Defendant **NYU LANGONE RADIOLOGY** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 224 Seventh Street, Garden City, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

34. At all times mentioned herein, Defendant **NYU LANGONE HOSPITALS** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 550 First Avenue, HCC 15, New York, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself

out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

35. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 1275 York Avenue, New York, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

36. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 300 East 66th Street, New York, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

37. At all times mentioned herein, Defendant **PROHEALTH CORP.** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 2800 Marcus Avenue, Lake Success, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

38. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 540 Fulton Avenue, Hempstead, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

39. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** owned, operated, controlled, staffed and managed a health care facility pursuant to the laws of the State of New York for the care of the medical issues, located at 26 Bleeker Street, New York, New York which provided personnel, including doctors, nurses, attendants, physician's assistants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff **SOPHIA DEBROSSE** could be treated.

40. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** was a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York.

41. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

42. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

43. At all times mentioned herein, Defendant **NYU LANGONE RADIOLOGY** is a

medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

44. At all times mentioned herein, Defendant **NYU LANGONE HOSPITALS** is a hospital corporation duly organized and existing under and, by virtue of, the laws of the State of New York.

45. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

46. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

47. At all times mentioned herein, Defendant **PROHEALTH CORP.** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

48. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

49. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** is a medical professional corporation duly organized and existing under and, by virtue of, the laws of the State of New York

50. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

51. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

52. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

53. At all times mentioned herein, Defendant **NYU LANGONE RADIOLOGY** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

54. At all times mentioned herein, Defendant **NYU LANGONE HOSPITALS** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

55. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

56. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

57. At all times mentioned herein, Defendant **PROHEALTH CORP.** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

58. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** held themselves out to offer professional, medical and related

services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

59. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** held themselves out to offer professional, medical and related services to the public in general, and to Plaintiff **SOPHIA DEBROSSE** in particular.

60. At all times mentioned herein, Defendant **DANIEL A. REINHARTH, M.D.** represented that he was competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

61. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

62. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

63. At all times mentioned herein, Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

64. At all times mentioned herein, Defendant **NYU LANGONE RADIOLOGY** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

65. At all times mentioned herein, Defendant **NYU LANGONE HOSPITALS** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

66. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

67. At all times mentioned herein, Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

68. At all times mentioned herein, Defendant **PROHEALTH CORP.** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

69. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

70. At all times mentioned herein, Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** represented that they and their staff, doctors, nurses and employees were competent to perform and render all the medical care, treatment, services and advice required by the Plaintiff **SOPHIA DEBROSSE**.

71. That through a continuous course of treatment from on or about October, 2012 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **DANIEL A. REINHARTH, M.D.** for certain health issues, from which he was suffering, and this Defendant, his agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

72. That through a continuous course of treatment from on or about November, 2015 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

73. That through a continued course of treatment from on or about November, 2015 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

74. That through a continued course of treatment from on or about November, 2015 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

75. That through a continued course of treatment from on or about November, 2015 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **NYU LANGONE RADIOLOGY** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered

medical care, diagnosis, treatment and services to her.

76. That through a continued course of treatment from on or about November, 2015 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **NYU LANGONE HOSPITALS** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

77. That through a continued course of treatment from on or about October, 2012 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

78. That through a continued course of treatment from on or about October, 2012 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

79. That through a continued course of treatment from on or about October, 2012 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **PROHEALTH CORP.** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

80. That through a continued course of treatment from on or about October, 2012 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care

of Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

81. That through a continued course of treatment from on or about October, 2012 through on or about March, 2018, Plaintiff **SOPHIA DEBROSSE** sought the professional care of Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** for certain health issues, from which he was suffering, and this Defendant, their doctors, nurses, agents, servants and employees rendered medical care, diagnosis, treatment and services to her.

82. The above medical care, diagnosis, treatment and services rendered to Plaintiff **SOPHIA DEBROSSE** were rendered negligently, carelessly, unskillfully, and not in accordance with accepted standards of medical care, diagnosis, treatment and services in the community; in failing to timely diagnose breast cancer; in failing to order ultrasounds; in failing to order and /or perform ultrasounds after 2013; in failing to perform ultrasounds based on 2013 findings and family history; in causing plaintiff to be diagnosed with pathology suspicious for cancer on February 28, 2018; in causing plaintiff to be diagnosed with cancer via biopsy on March 7, 2018; in failing to properly communicate; in failing to properly evaluate and treat her medical condition; in failing to establish a differential diagnosis; in failing to establish a proper differential diagnosis; in failing to document all treatment provided to Plaintiff; in failing to give proper care in allowing adequate time to observe the Plaintiff; in failing to properly diagnose and treat the Plaintiff's true medical condition; in failing to perform the necessary diagnostic tests and procedures; in failing to properly inform the Plaintiff's true medical condition; in failing to timely and properly treat the Plaintiff's underlying medical condition; in misdiagnosing the Plaintiff's condition; in failing to advise the Plaintiff of the risks, hazards and complications attendant to the medical and/or surgical procedures performed; in failing to use and employ the

best medical and surgical judgment in the treatment of the Plaintiff herein; in failing to timely refer the Plaintiff for a specialist's opinion and second opinion; in otherwise failing to act as reasonable and prudent under the circumstances then and there existing; and in causing the injuries complained of herein. In addition to the above, the Plaintiff will also rely upon the doctrine of res ipsa loquitur for resolution.

83. By reason of the above, Plaintiff **SOPHIA DEBROSSE** has sustained severe injuries, pain, agony, suffering, disability, hospitalization, pain and suffering, surgery, as well as severe conscious pain and suffering.

84. By reason of the above, Plaintiff **SOPHIA DEBROSSE** has sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION

85. Plaintiff repeats and realleges each and every allegation set forth above with the same force and effect as though set forth herein at length.

86. Defendant **DANIEL A. REINHARTH, M.D.**, his agents, servants, employees and/or others acting within his control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

87. Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC**, their servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

88. Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

89. Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY**, their agents,

servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

90. Defendant **NYU LANGONE RADIOLOGY**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

91. Defendant **NYU LANGONE HOSPITALS**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

92. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

93. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

94. Defendant **PROHEALTH CORP.**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

95. Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

96. Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered.

97. Defendant **DANIEL A. REINHARTH, M.D.**, his agents, servants, employees and/or others acting within his control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

98. Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

99. Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

100. Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

101. Defendant **NYU LANGONE RADIOLOGY**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

102. Defendant **NYU LANGONE HOSPITALS**, their agents, servants, employees

and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

103. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

104. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

105. Defendant **PROHEALTH CORP.**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

106. Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.**, their agents, servants, employees and/or others acting within their control, failed to advise of the risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

107. Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.**, their agents, servants, employees and/or others acting within their control, failed to advise of the

risks, hazards and dangers inherent in the treatment rendered, alternatives to the treatment rendered and failed to obtain an informed consent from Plaintiff **SOPHIA DEBROSSE** or any other authorized person.

108. Defendant **DANIEL A. REINHARTH, M.D.** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

109. Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

110. Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

111. Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

112. Defendant **NYU LANGONE RADIOLOGY** failed to disclose to Plaintiff

SOPHIA DEBROSSE such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

113. Defendant **NYU LANGONE HOSPITALS** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

114. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

115. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

116. Defendant **PROHEALTH, CORP.** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

117. Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** failed

to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

118. Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** failed to disclose to Plaintiff **SOPHIA DEBROSSE** such alternatives to the treatment and the reasonably foreseeable risks and benefits involved that a reasonable medical practitioner under similar circumstances would have disclosed in a manner permitting Plaintiff to make a knowledgeable evaluation.

119. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **DANIEL A. REINHARTH, M.D.** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

120. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

121. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

122. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position

would not have undergone the treatment and/or procedure employed and utilized by Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

123. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **NYU LANGONE RADIOLOGY** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

124. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **NYU LANGONE HOSPITALS** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

125. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

126. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

127. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant

PROHEALTH CORP. if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

128. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

129. A reasonably prudent person in Plaintiff **SOPHIA DEBROSSE'S** position would not have undergone the treatment and/or procedure employed and utilized by Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** if she had been fully informed and the lack of informed consent is the proximate cause of the injury and condition for which recovery is sought.

130. By reason of the above, Plaintiff **SOPHIA DEBROSSE** has sustained severe injuries, pain, agony, suffering, disability, hospitalization, pain and suffering, surgery, as well as severe conscious pain and suffering.

131. As a result of the foregoing, Plaintiff **SOPHIA DEBROSSE** was seriously and permanently injured.

AS AND FOR A THIRD CAUSE OF ACTION

132. Plaintiff repeats and realleges each and every allegation set forth above with the same force and effect as though set forth herein at length.

133. Defendant **DANIEL A. REINHARTH, M.D.** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

134. Defendant **METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC** was

negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

135. Defendant **METROPOLITAN DIAGNOSTIC IMAGING, P.C.** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

136. Defendant **METROPOLITAN DIAGNOSTIC RADIOLOGY** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

137. Defendant **NYU LANGONE RADIOLOGY** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

138. Defendant **NYU LANGONE HOSPITALS** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

139. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

140. Defendant **MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

141. Defendant **PROHEALTH CORP.** was negligent in hiring and supervising

medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

142. Defendant **PLANNED PARENTHOOD OF NASSAU COUNTY, INC.** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

143. Defendant **PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** was negligent in hiring and supervising medical personnel who were careless, unskillful, negligent, and who did not possess the requisite knowledge and skill of medical professionals in the community.

144. By reason of the above, Plaintiff **SOPHIA DEBROSSE** has sustained great pain, agony, injury, suffering, disability, and hospitalization with surgery, as well as mental anguish and emotional distress.

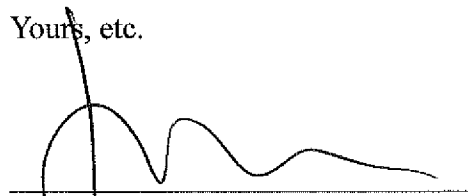
145. By reason of the above, Plaintiff **SOPHIA DEBROSSE** has sustained damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, Plaintiff **SOPHIA DEBROSSE** demands judgment against the Defendants **DANIEL A. REINHARTH, M.D., METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC, METROPOLITAN DIAGNOSTIC IMAGING, P.C., METROPOLITAN DIAGNOSTIC RADIOLOGY, NYU LANGONE RADIOLOGY, NYU LANGONE HOSPITALS, MEMORIAL SLOAN-KETTERING CANCER CENTER, MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND IMAGING CENTER, PROHEALTH CORP., PLANNED PARENTHOOD OF NASSAU COUNTY, INC. and PLANNED PARENTHOOD OF GREATER NEW YORK, INC.** herein on all

causes of action, in an amount exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: Garden City, New York
August 14, 2020

Yours, etc.

A handwritten signature in black ink, appearing to read 'Joseph G. Dell', written over a horizontal line.

JOSEPH G. DELL
DELL & DEAN, PLLC
Attorneys for Plaintiff
SOPHIA DEBROSSE
1225 Franklin Avenue, Suite 450
Garden City, New York 11530
(516) 880-9700

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CERTIFICATE
PURSUANT TO CPLR
3012 (a)

-----X
SOPHIA DEBROSSE,

Plaintiff,

Index No.:
Date Purchased:

- against -

DANIEL A. REINHARTH, M.D., PROHEALTH CORP.,
METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC,
METROPOLITAN DIAGNOSTIC IMAGING, P.C.,
METROPOLITAN DIAGNOSTIC RADIOLOGY, NYU
LANGONE RADIOLOGY, NYU LANGONE HOSPITALS,
MEMORIAL SLOAN-KETTERING CANCER CENTER,
MEMORIAL SLOAN-KETTERING CANCER CENTER
MSK BREAST AND IMAGING CENTER, PLANNED
PARENTHOOD OF NASSAU COUNTY, INC. and
PLANNED PARENTHOOD OF GREATER NEW YORK,
INC.

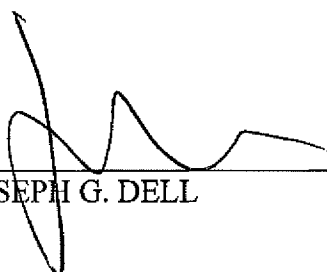
Defendants.

-----X

JOSEPH G. DELL, an attorney duly admitted to practice law before the courts of this State, and managing member of **DELL & DEAN, PLLC**, attorneys for Plaintiff(s), affirm(s) the following to be true under penalties of perjury:

I certify that I have reviewed the facts of this case and have consulted with a physician licensed to practice in this State who I reasonably believe is knowledgeable in the relevant issues involved in this action, and that I have concluded, on the basis of such review and consultation, that there is a reasonable basis for the commencement of this action.

Dated: Garden City, New York
August 14, 2020



JOSEPH G. DELL

VERIFICATION

STATE OF NEW YORK)
)ss.:
COUNTY OF *Nassau*)

I, *Sophia Debrosse*, being duly sworn, deposes and says:

I am the plaintiff in the within action;

I have read the following SUMMONS AND VERIFIED COMPLAINT and believe the same is to be true to my knowledge; the same is true to my knowledge except as to those matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

Sophia Debrosse

Sworn to before me this *14th*
Day of *Aug.*, 2020

Donna M. Parent

DONNA M. PARENT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CO5008225
Qualified in Suffolk County
Commission Expires February 16, 20*23*

Index No:
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

SOPHIA DEBROSSE,

Plaintiff,

-against-

DANIEL A. REINHARTH, M.D., METROPOLITAN DIAGNOSTIC IMAGING GROUP, LLC,
METROPOLITAN DIAGNOSTIC IMAGING, P.C., METROPOLITAN DIAGNOSTIC RADIOLOGY,
NYU LANGONE RADIOLOGY, NYU LANGONE HOSPITALS, MEMORIAL SLOAN-KETTERING
CANCER CENTER, MEMORIAL SLOAN-KETTERING CANCER CENTER MSK BREAST AND
IMAGING CENTER, PROHEALTH CORP., PLANNED PARENTHOOD OF NASSAU COUNTY, INC.
and PLANNED PARENTHOOD OF GREATER NEW YORK, INC

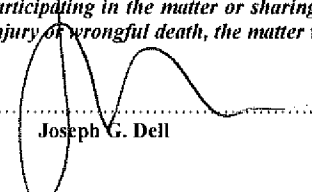
Defendants.

SUMMONS AND VERIFIED COMPLAINT

DELL & DEAN, PLLC
Attorneys for Plaintiff
1225 Franklin Avenue, Suite 450
Garden City, New York 11530
(516) 880-9700

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-A.

Dated: 8/14/20

Signature: 
Print: Joseph G. Dell

PLEASE TAKE NOTICE

NOTICE OF Entry That the within is a (certified) true copy of an
Entered in the office of the clerk of the within-named Court on

NOTICE OF SETTLEMENT That an Order of which is a true copy will be presented for settlement to the
Hon. _____, one of the judges of the
within-named Court,
at _____
on _____ 20____, at

M.
Dated:

DELL & DEAN, PLLC
Attorneys for Plaintiff
1225 Franklin Avenue, Suite 450
Garden City, New York 11530
(516) 880-9700