

SUPREME COURT  
OF THE STATE OF NEW YORK  
COUNTY OF KINGS

Index No: 8898/11  
Date Purchased: April , 2011

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NICOLE HOUSTON,

Plaintiff(s) designate(s) KINGS  
County as the place of trial  
The basis of the venue is:  
Plaintiffs' Residence

Plaintiff,

## **SUMMONS**

-against-

Plaintiff(s) reside(s) at:

TIMOTHY RYNTZ, M.D., GILLIAN DEAN, M.D.,  
ILA DAYANANDA, M.D. and PLANNED  
PARENTHOOD OF NEW YORK CITY, INC.,

Brooklyn, NY  
County of Kings

Defendants.

-----X  
To the above named Defendant(s)

***You are hereby summoned*** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 30 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 in the complaint.

Dated: Nyack, New York  
March 29, 2011

Defendants' address:

26 Bleecker Street  
New York, NY 10012

  
**ROBERT CHEROFSKY, ESQ.**  
Attorneys for Plaintiffs  
*Office and P.O. Address*  
53 Burd Street  
Nyack, New York 10960  
(845) 353-0789

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

NICOLE HOUSTON,

Plaintiff,

-against-

TIMOTHY RYNTZ, M.D., GILLIAN DEAN, M.D.,  
ILA DAYANANDA, M.D. and PLANNED  
PARENTHOOD OF NEW YORK CITY, INC.,

Defendants.

**COMPLAINT**

Index No. \_\_\_\_\_

Plaintiff, by her attorney, Robert Cherofsky, as and for her Complaint against the defendants, alleges as follows:

1. At all times relevant herein, the plaintiff has been a resident of the State of New York, County of Kings.
2. Upon information and belief, at all times relevant herein, defendant Timothy Ryntz, M.D. ("**Ryntz**") has been and continues to be a resident of the State of New York, with offices for the practice of medicine located at 26 Bleecker Street, New York, NY 10012.
3. Upon information and belief, at all times relevant herein, defendant Gillian Dean, M.D. ("**Dean**") has been and continues to be a resident of the State of New York, with offices for the practice of medicine located at 26 Bleecker Street, New York, NY 10012.
4. Upon information and belief, at all times relevant herein, defendant Ila Dayananda, M.D. ("**Dayananda**") has been and continues to be a resident of the State of New York, with offices for the practice of medicine located at 26 Bleecker Street, New York, NY 10012.
5. Upon information and belief, at all times relevant herein, defendant Planned Parenthood of New York City, Inc. ("**Planned Parenthood**") is a corporation incorporated and

operated pursuant to the laws of the State of New York with offices for the conduct of business located at 26 Bleecker Street, New York, NY 10012.

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

6. Plaintiff repeats and realleges the allegations contained in paragraphs 1-5 as though fully set forth herein.

7. At all times herein, Planned Parenthood operated a private health care facility known as the Margaret Sanger Center and held it out to the public and to the plaintiff as a place where people could come for obstetrical-gynecological care and for terminations of pregnancy.

8. At all times herein, the defendants or either of them accepted the plaintiff as a patient and agreed to treat her, render services to her and to perform a termination of pregnancy for her.

9. At all times herein, the plaintiff was under the previous and continuing care of the defendants, their employees, associates, agents and/or servants or either of them.

10. The defendants are vicariously liable for the negligent acts and omissions of their employees, associates, agents and/or servants.

11. Upon information and belief, at all times herein, Ryntz was licensed by the State of New York as a medical doctor.

12. Ryntz was engaged in the practice of medicine and held himself out to the public and to the plaintiff as a competent and skillful physician who is fully qualified to treat people for obstetric-gynecologic conditions and to perform terminations of pregnancy in a proper and skillful manner.

13. At all times herein, Planned Parenthood held out Ryntz as a competent and skillful physician fully qualified to treat people for obstetric-gynecologic conditions and to perform terminations of pregnancy in a proper and skillful manner.

14. At all times herein, Ryntz was authorized to and Planned Parenthood consented to his treatment of the plaintiff.

15. At all times herein, Ryntz was an employee, agent, servant and/or associate of Planned Parenthood.

16. At all times herein, Ryntz was an independent contractor practicing medicine for Planned Parenthood at the Margaret Sanger Center.

17. At all times herein, Ryntz was a private attending physician for Planned Parenthood at the Margaret Sanger Center.

18. Upon information and belief, at all times herein, Dean was licensed by the State of New York as a medical doctor.

19. Dean was engaged in the practice of medicine and held herself out to the public and to the plaintiff as a competent and skillful physician who is fully qualified to treat people for obstetric-gynecologic conditions and to perform terminations of pregnancy in a proper and skillful manner.

20. At all times herein, Planned Parenthood held out Dean as a competent and skillful physician fully qualified to treat people for obstetric-gynecologic conditions and to perform terminations of pregnancy in a proper and skillful manner.

21. At all times herein, Dean was authorized to and Planned Parenthood consented to her treatment of the plaintiff.

22. At all times herein, Dean was an employee, agent, servant and/or associate of Planned Parenthood.

23. At all times herein, Dean was an independent contractor practicing medicine for Planned Parenthood at the Margaret Sanger Center.

24. At all times herein, Dean was a private attending physician for Planned Parenthood at the Margaret Sanger Center.

25. Upon information and belief, at all times herein, Dayananda was licensed by the State of New York as a medical doctor.

26. Dayananda was engaged in the practice of medicine and held herself out to the public and to the plaintiff as a competent and skillful physician who is fully qualified to treat people for obstetric-gynecologic conditions and to perform terminations of pregnancy in a proper and skillful manner.

27. At all times herein, Planned Parenthood held out Dayananda as a competent and skillful physician fully qualified to treat people for obstetric-gynecologic conditions and to perform terminations of pregnancy in a proper and skillful manner.

28. At all times herein, Dayananda was authorized to and Planned Parenthood consented to her treatment of the plaintiff.

29. At all times herein, Dayananda was an employee, agent, servant and/or associate of Planned Parenthood.

30. At all times herein, Dayananda was an independent contractor practicing medicine for Planned Parenthood at the Margaret Sanger Center.

31. At all times herein, Dayananda was a private attending physician for Planned Parenthood at the Margaret Sanger Center.

32. On or about July 17, 2010, the plaintiff consulted with the defendants or either of them at the Margaret Sanger Center located at 26 Bleecker Street, New York, NY 10012 about undergoing a termination of pregnancy.

33. Following the consultation with the plaintiff, the defendants or either of them consented to accept the plaintiff as a patient at the Margaret Sanger Center.

34. Following the consultation with the plaintiff, the defendants or either of them agreed to treat the plaintiff and to perform a termination of pregnancy on her on that date.

35. On July 17, 2010, the defendants or either of them performed a termination of pregnancy on the plaintiff.

36. At all times herein, all employees, associates, agents and/or servants were authorized by the defendants and the defendants did consent as to all of their examinations and treatments of the plaintiff.

37. As a result of the defendants' or either of their improper and negligent treatment of the plaintiff on and after July 17, 2010, the plaintiff sustained severe and permanent personal injuries.

38. The injuries to the plaintiff were caused solely by the negligence and carelessness and malpractice of the defendants or either of them in their improper and negligent treatment of the plaintiff, including their performance of the termination of pregnancy, their care and treatment of the plaintiff prior to performing the termination of pregnancy and their treatment of the plaintiff following the performance of the termination of pregnancy.

39. The defendants or either of them failed to follow good known and accepted custom and practice in the medical profession within the local, state and national community, and were otherwise negligent and careless in committing acts of malpractice which were the competent, contributing and proximate cause of the injuries to the plaintiff.

40. The injuries and damages herein alleged to have been sustained by the plaintiff were caused solely by the negligence of the defendants or either of them.

41. By reason of the above, and solely as a result of the negligence and malpractice and carelessness of the defendants, and without any negligence on the part of the plaintiff

contributing thereto, the plaintiff sustained severe and permanent personal injuries including subsequent surgery, incomplete abortion, scarring, substantial conscious physical pain and suffering, emotional, psychological and mental distress and loss of enjoyment of life.

42. Upon information and belief, all injuries are permanent.

43. Upon information and belief, the defendants' or either of their negligence deprived the plaintiff of sustaining fewer and less severe injuries than she would have sustained had the defendants treated her reasonably and non-negligently.

44. The amount of damages sought exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

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

45. Plaintiff repeats and realleges the allegations contained in paragraphs 1-44 as though fully set forth herein.

46. On or about October 13, 2010, the plaintiff consulted with the defendants or either of them about undergoing a termination of pregnancy.

47. Following the consultation with the plaintiff, the defendants or either of them consented to accept the plaintiff as a patient at the Margaret Sanger Center.

48. Following the consultation with the plaintiff, the defendants or either of them agreed to treat the plaintiff and to perform a termination of pregnancy on her on October 14, 2010.

49. Following the consultation on October 13, 2010, the defendants or either of them began the initial stages of the termination procedure on that date by placing laminaria into the plaintiff.

50. On October 14, 2010, the defendants or either of them performed the termination of pregnancy on the plaintiff.

51. At all times herein, all employees, associates, agents and/or servants were authorized by the defendants and the defendants did consent as to all of their examinations and treatments of the plaintiff.

52. As a result of the defendants' or either of their improper and negligent treatment of the plaintiff on and after October 14, 2010, the plaintiff sustained severe and permanent personal injuries.

53. The injuries to the plaintiff were caused solely by the negligence and carelessness and malpractice of the defendants or either of them in their improper and negligent treatment of the plaintiff, including their performance of the termination of pregnancy, their care and treatment of the plaintiff prior to performing the termination of pregnancy and their treatment of the plaintiff following the performance of the termination of pregnancy.

54. The defendants or either of them failed to follow good known and accepted custom and practice in the medical profession within the local, state and national community, and were otherwise negligent and careless in committing acts of malpractice which were the competent, contributing and proximate cause of the injuries to the plaintiff.

55. The injuries and damages herein alleged to have been sustained by the plaintiff were caused solely by the negligence of the defendants or either of them.

56. By reason of the above, and solely as a result of the negligence and malpractice and carelessness of the defendants, and without any negligence on the part of the plaintiff contributing thereto, the plaintiff sustained severe and permanent personal injuries including subsequent surgery, incomplete abortion, scarring, substantial conscious physical pain and suffering, emotional, psychological and mental distress and loss of enjoyment of life.

57. Upon information and belief, all injuries are permanent.

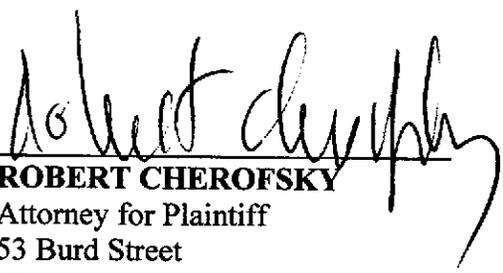
58. Upon information and belief, the defendants' or either of their negligence deprived the plaintiff of sustaining fewer and less severe injuries than she would have sustained had the defendants treated her reasonably and non-negligently.

59. The amount of damages sought exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**WHEREFORE**, the plaintiff respectfully requests that this Court grant the plaintiff judgment against the defendants, jointly and individually, as follows:

- i) in the first cause of action for medical malpractice against the defendants or either of them, in a sum arrived at by the just determination of this court;
- ii) in the second cause of action for medical malpractice against the defendants or either of them, in a sum arrived at by the just determination of this court;  
and
- iii) costs, disbursements and fees of this action, together with such other relief as to this Court seem just and equitable.

**DATED: NYACK, NEW YORK**  
March 29, 2011

  
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**ROBERT CHEROFSKY**  
Attorney for Plaintiff  
53 Burd Street  
Nyack, New York 10960  
845-353-0789

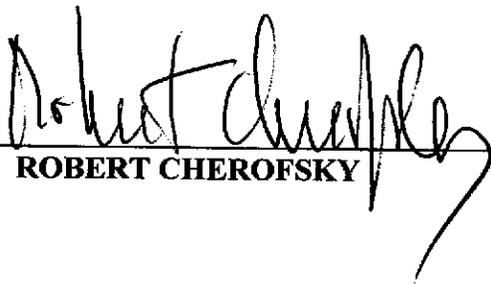
**AFFIRMATION OF VERIFICATION**

**ROBERT CHEROFSKY**, hereby affirms under the penalty of perjury, pursuant to CPLR Section 3020(d) and Rule 2106:

that he is an attorney admitted to practice in the courts of the State of New York, with an office located at 53 Burd Street, Nyack, New York 10960; that he is the attorney for the plaintiff in the within action; that the foregoing Complaint is true to his own knowledge, except as to those matters therein stated to be upon information and belief, and that as to those matters, he believes them to be true.

This Complaint is affirmed by your affirmant and not by the plaintiff because the plaintiff does not reside in the county in which your affirmant maintains his office. The plaintiff resides in Kings County. The source of affirmant's information, and the grounds for his belief are the papers and documents provided him by the plaintiff and which are kept in the attorney's office as well as interviews with the plaintiff.

DATED:            March 29, 2011

  
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**ROBERT CHEROFSKY**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

NICOLE HOUSTON,

Plaintiff,

-against-

TIMOTHY RYNTZ, M.D., GILLIAN DEAN, M.D.,  
ILA DAYANANDA, M.D. and PLANNED  
PARENTHOOD OF NEW YORK CITY, INC.,

Defendants.

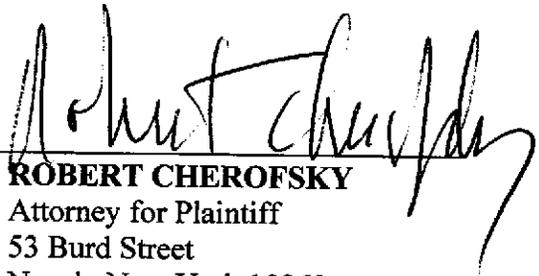
**CERTIFICATE OF MERIT**

Index No. \_\_\_\_\_

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

**DATED: NYACK, NEW YORK**

March 29, 2011

  
\_\_\_\_\_  
**ROBERT CHEROFSKY**  
Attorney for Plaintiff  
53 Burd Street  
Nyack, New York 10960  
845-353-0789

NICOLE HOUSTON,

Plaintiff,

-against-

TIMOTHY RYNTZ, M.D. GILLIAN DEAN, M.D.,  
ILA DAYANANDA, M.D. AND PLANNED  
PARENTHOOD OF NEW YORK CITY, INC.

Defendants.

SUMMONS, COMPLAINT and CERTIFICATE OF MERIT

Robert Cherofsky, Esq.  
Plaintiff

Attorney(s) for

53 Burd Street  
Nyack, New York 10960  
(845) 353-0789

Office and Post Office Address, Telephone

To

Signature (Rule 130-1.1-a)

Print name beneath

Service of a copy of the within is hereby admitted

Attorney(s) for

Dated:

PLEASE TAKE NOTICE:

NOTICE OF ENTRY

that the within is a (certified) true copy of a  
duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order  
will be presented for settlement to the HON.  
within named Court, at  
on  
Dated,

Yours, etc.

FILED  
COUNTY CLERK  
2011 APR 18 PM 3:39