

Docketed 05/20/2026

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

SUPERIOR COURT
CIVIL ACTION
NO. 2682CV00081

LINDSAY M. CLANCY,
Plaintiff,

v.

JENNIFER M. TUFTS, M.D.,
ALIA GOODHEART, M.D.,
ZOBEIDA M. DIAZ, M.D.,
REBECCA JOLLOTTA, C.N.P.,
ASTER MENTAL HEALTH SYSTEM INC.,
SOUTH SHORE HEALTH SYSTEM, INC.,
MCLEAN HOSPITAL, and
WOMEN & INFANTS HOSPITAL OF RHODE ISLAND,
Defendants.

PLAINTIFF'S MOTION TO AMEND COMPLAINT

Now comes the plaintiff, Lindsay Clancy, by counsel, in the above-referenced matter and moves the Court pursuant to Mass. R. Civ. P., Rule 15(a) for leave to make various amendments to the last-filed complaint, as detailed infra. The plaintiff's proposed amended complaint is attached and incorporated here by reference as **Exhibit A**.

In support, the plaintiff states the following:

1. This is a medical malpractice action. The plaintiff alleges that the named defendants failed to properly diagnose, treat, and monitor her severe postpartum psychiatric condition. The plaintiff alleges that as a direct result of the negligence, she suffered severe physical injuries, including permanent paralysis, and allegedly killed her three children.
2. In March, subsequent to the filing of the previous two complaints, the plaintiff retained new counsel. Lubin & Meyer, P.C. now also represents the plaintiff in this matter.
3. The plaintiff is requesting leave to make the following amendments:
 - a. **Add Elizabeth Madva, M.D. ("Dr. Madva") as a defendant.** Dr. Madva was a psychiatrist who treated the plaintiff at McLean Hospital during the medical care

and treatment in question. The plaintiff has cause to believe her services did not comply with the applicable standard of care.

- b. **Add Latiesha Dukes, L.M.H.C. (“Counselor Dukes”) as a defendant.** Counselor Dukes was a mental health counselor who treated the plaintiff through South Shore Health during the medical care and treatment in question. The plaintiff has cause to believe her services did not comply with the applicable standard of care.
 - c. **Add Julie Paul, C.N.P. (“Nurse Paul”) as a defendant.** Nurse Paul was a certified nurse practitioner who treated the plaintiff through South Shore Health during the medical care and treatment in question. The plaintiff has cause to believe her services did not comply with the applicable standard of care.
 - d. **Correct Misnomer of McLean Hospital.** The plaintiff is seeking to correct the misnomer of McLean Hospital. McLean Hospital is the business name of the institution. The correct legal name is, “The McLean Hospital Corporation.” The plaintiff therefore seeks to change the name of McLean Hospital to, “The McLean Hospital Corporation, d/b/a McLean Hospital.”
 - e. **Add Allegations Regarding New Defendants.** Should the Court permit the addition of the two aforementioned new defendants, the plaintiff is requesting leave to amend the “Introduction”, “Parties”, “Jurisdiction and Venue”, and “Facts” sections accordingly, to reflect the new defendants.
 - f. **Correct Date.** The plaintiff is seeking to correct a date regarding an allegation of a decluttering episode in the “Facts” section of the complaint. The date was indicated in the last-filed complaint to be October 2020. The correct date is October 2022.
 - g. **Amendments to Counts Section Given Transition of Counsel.** Finally, the plaintiff is requesting that the Court grant leave to amend the counts section to reflect aesthetic changes complying more fittingly with the typical manner Lubin & Meyer, P.C. alleges medical malpractice actions on behalf of its clients.
4. Massachusetts Rule of Civil Procedure 15(a) states that leave to amend a complaint shall “be freely given when justice so requires.” Although a motion to amend is addressed to the sound discretion of the trial judge, the motion should generally be allowed absent a showing by the opposing party of prejudice or some other extenuating circumstance to justify denial of the motion. See Castellucci v. U.S. Fidelity & Guaranty Co., 372 Mass. 288, 289 (1977); see also Tracy v. Curtis, 10 Mass. App. Ct. 10, 25-26 (1980) (reversing denial of a plaintiff’s motion for leave to amend complaint where amendment would not prejudice defendant); Wolf v. Ford Motor Co., 6 Mass. App. Ct. 346, 353054 (1978) (affirming allowance of motion for leave to amend complaint where allowance caused no prejudice to defendant). Identified reasons for justifiable denial of such a motion include “undue delay, bad faith, or dilatory moves on the part of the movant . . . [and] undue

prejudice to the opposing party, etc. . . .” Castellucci, 372 Mass. at 290 (quoting Foman v. Davis, 391 U.S. 178, 182 (1962)).

5. No party will be prejudiced if this motion is allowed. No party has answered the complaint and it is highly unlikely any discovery would be able to be conducted given the related criminal case pending against the plaintiff in Plymouth County. See Commonwealth v. Clancy, Plymouth County Superior Court, Docket No. 2383CR00198. The plaintiff believes the requested amendments are fair and reasonable given the circumstances of the case at this time.

WHEREFORE, the plaintiff respectfully requests that the Court **ALLOW** this motion and grant the plaintiff leave to file Exhibit A as the plaintiff’s Second Amended Complaint.

Respectfully Submitted,
The Plaintiff,
By her Attorney,

/s/William J. Thompson

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ASTER MENTAL HEALTH SYSTEM INC.,
SOUTH SHORE HEALTH SYSTEM, INC.,
THE MCLEAN HOSPITAL CORPORATION, d/b/a MCLEAN
HOSPITAL, and
WOMEN & INFANTS HOSPITAL OF RHODE ISLAND,
Defendants.

SECOND AMENDED COMPLAINT

INTRODUCTION

This is a medical malpractice action brought by Lindsay M. Clancy (“Lindsay” or “Plaintiff”). This action arises from the catastrophic failure of multiple medical providers to properly diagnose, treat, and monitor Lindsay’s severe postpartum psychiatric condition, despite her repeated, desperate pleas for help and her family’s persistent efforts to obtain adequate care.

Lindsay Clancy did everything a mother in her situation could do. She recognized something was wrong with her. She sought medical treatment. She went to emergency rooms. She called crisis hotlines. She admitted herself to hospitals. She took the medications prescribed to her. She communicated her worsening symptoms to her providers. She told them the

medications were making her worse. Her husband advocated for her. Her family drove from out of state to help care for her children. And still, the medical system failed her completely.

The Defendants—Jennifer A. Tufts, M.D. (“Dr. Tufts”), Alia Goodheart, M.D. (“Dr. Goodheart”), Zobeida M. Diaz, M.D. (“Dr. Diaz”), Elizabeth Madva, M.D. (“Dr. Madva”), Lateisha Dukes, L.M.H.C., (“Counselor Dukes”), Rebecca H. Jollotta, C.N.P. (“Nurse Jollotta”), Julie Paul, C.N.P. (“Nurse Paul”), Aster Mental Health Inc. (“Aster”), South Shore Health System, Inc. (“South Shore”), McLean Hospital (“McLean”), and Women & Infants Hospital of Rhode Island (“Women & Infants”)—each failed to properly diagnose Lindsay’s bipolar disorder with postpartum onset and instead subjected her to a disorganized, uncoordinated course of polypharmacy that exacerbated her condition and precipitated a severe psychotic break.

Lindsay’s clinical course was “significantly complicated by polypharmacy and the involvement of multiple prescribers, which, in effect, obscured an accurate diagnosis and appropriate intervention and treatment,” even though Lindsay did all that she could to obtain the appropriate treatment.

The psychotropic medications Lindsay received appear to have paradoxically exacerbated her underlying psychiatric vulnerability, precipitating a state of manic psychosis characterized by compelling command hallucinations. The tragedy that followed was the direct and proximate result of the defendants’ collective negligence in failing to recognize obvious warning signs, coordinate care, properly diagnose Lindsay’s condition, and provide treatment that met the applicable standard of care.

As a direct result of the defendants’ negligence, Lindsay suffered catastrophic physical injuries, including permanent paralysis, and she lost her three beloved children—Cora Marie Clancy, Dawson William Clancy, and Callan Patrick Clancy. Lindsay now faces a lifetime of physical disability, psychological trauma, and the unbearable grief of waking up every day knowing she allegedly killed

her children—all of which could have been prevented had defendants provided competent medical care.

PARTIES

1. Plaintiff Lindsay M. Clancy is a resident of Massachusetts who, at all relevant times, resided in Duxbury, Massachusetts with her husband Patrick Clancy and their three children. Lindsay was a registered nurse who worked in the labor and delivery department at Massachusetts General Hospital. She is the mother of Cora Marie Clancy, Dawson William Clancy, and Callan Patrick Clancy.
2. Defendant Jennifer A. Tufts, M.D. is a psychiatrist registered to practice medicine in the Commonwealth of Massachusetts with a usual place of business in Braintree, Norfolk County, Massachusetts.
3. Defendant Alia Goodheart, M.D. is a psychiatrist registered to practice medicine in the Commonwealth of Massachusetts with a usual place of business at McLean Hospital, 115 Mill Street, Belmont, Middlesex County, Massachusetts. Dr. Goodheart was an attending psychiatrist who treated Lindsay at McLean and who authored and signed Lindsay's physician discharge summary on January 5, 2023, following Lindsay's five-day inpatient admission.
4. Defendant Zobeida M. Diaz, M.D. is a psychiatrist registered to practice medicine in the State of Rhode Island with a usual place of business at Women & Infants Hospital, 101 Dudley Street, Providence, Rhode Island. Dr. Diaz was the attending psychiatrist who evaluated Lindsay at the Women & Infants Day Hospital Program on December 20, 2022.
5. Defendant Elizabeth Madva, M.D. is a psychiatrist registered to practice medicine in the Commonwealth of Massachusetts with a usual place of business at McLean Hospital, 115 Mill Street, Belmont, Middlesex County, Massachusetts. Dr. Madva was an attending

psychiatrist who treated Lindsay at McLean and who authored Lindsay's admission note at McLean Hospital.

6. Defendant Rebecca H. Jollotta, C.N.P. is a certified nurse practitioner registered to practice medicine in the Commonwealth of Massachusetts with a usual place of business in Weymouth, Norfolk County, Massachusetts.
7. Defendant Julie Paul, C.N.P. is a certified nurse practitioner registered to practice medicine in the Commonwealth of Massachusetts with a usual place of business in Weymouth, Norfolk County, Massachusetts.
8. Defendant Lateisha Dukes, L.M.H.C., is a mental health counselor licensed to practice in the Commonwealth of Massachusetts with a usual place of business at The Perinatal Behavioral Health Program of South Shore Health, 797 Main Street, Weymouth, Massachusetts 02190.
9. Defendant Aster Mental Health Inc. is a Massachusetts professional corporation with a principal place of business at 325 Wood Road, Suite 209, Braintree, Norfolk County, Massachusetts. Aster employed Dr. Tufts and is vicariously liable for her negligent acts and omissions.
10. Defendant South Shore Health System, Inc. is a Massachusetts nonprofit corporation with a principal place of business at 55 Fogg Road, South Weymouth, Norfolk County, Massachusetts. South Shore employed Nurse Jollotta and Counselor Dukes and operated the Perinatal Behavioral Health Program through which Lindsay received treatment. South Shore is vicariously liable for the negligent acts and omissions of its employees.
11. Defendant McLean Hospital is a psychiatric hospital located in Belmont, Middlesex County, Massachusetts. McLean provided inpatient psychiatric treatment to Lindsay from January 1-

5, 2023. McLean employed Dr. Goodheart and Dr. Madva and is vicariously liable for their negligent acts and omissions.

12. Defendant Women & Infants Hospital of Rhode Island is a hospital located in Providence, Providence County, Rhode Island. Women & Infants operated a partial hospitalization day program for patients with postpartum depression where Lindsay sought treatment in late December 2022. Women & Infants employed Dr. Diaz and is vicariously liable for her negligent acts and omissions.

JURISDICTION AND VENUE

1. The Court has jurisdiction over the Massachusetts defendants under Massachusetts General Laws Chapter 223A, Sections 2 and 3 because they either reside in Massachusetts, have a principal place of business in Massachusetts, and/or their actions and inactions that caused the injuries at issue took place in Massachusetts.
2. This Court has jurisdiction over the Massachusetts defendants—Jennifer A. Tufts, M.D., Alia Goodheart, M.D., Elizabeth Madva, M.D., Rebecca H. Jollotta, C.N.P., Julie Paul, C.N.P., Lateisha Dukes, L.M.H.C., Aster Mental Health Inc., South Shore Health System, Inc., and McLean Hospital—under Massachusetts General Laws Chapter 223A, Section 2 because they reside in Massachusetts, are organized under the laws of Massachusetts, and/or maintain their principal places of business in Massachusetts. This Court has jurisdiction over Zobeida M. Diaz, M.D. and Women & Infants Hospital of Rhode Island under G.L. c. 223A, § 3(a) and (d) because of the following:
 - a. This Court has jurisdiction over Dr. Diaz and Women & Infants Hospital of Rhode Island under Massachusetts General Laws Chapter 223A, Section 3 because Dr. Diaz and Women & Infants transacted business within the

Commonwealth, provided medical services to a Massachusetts resident regarding her treatment in Massachusetts, and their negligent acts caused injury within the Commonwealth;

- b. Dr. Diaz and Women & Infants transacted business in the Commonwealth by accepting a referral from Massachusetts General Hospital and providing medical evaluation and treatment services to Lindsay, a Massachusetts resident, for a condition being actively managed by Massachusetts healthcare providers;
 - c. Dr. Diaz and Women & Infants knew that Lindsay was a Massachusetts resident who would return to Massachusetts for ongoing care and that their treatment recommendations would be implemented by Massachusetts providers;
 - d. Women & Infants operates a specialized postpartum mental health program that serves patients from the New England region, including Massachusetts, and derives substantial revenue from Massachusetts patients; and
 - e. Dr. Diaz's and Women & Infants' negligent acts in Rhode Island caused tortious injury to Lindsay in Massachusetts.
3. Venue is proper in this Court pursuant to Massachusetts General Laws Chapter 223, Section 1.

FACTS

A. Lindsay Clancy and Her Family

1. Lindsay Marie Clancy, born August 11, 1990, was raised in Wallingford, Connecticut. Her formative years were characterized by consistent academic excellence, culminating in a distinguished record throughout college and a rigorous accelerated nursing program at Massachusetts General Hospital.

2. Lindsay's nine-year tenure as a labor and delivery nurse at Massachusetts General Hospital demonstrated notable professional competence and personal fulfillment. She was passionate about nursing and was dedicated to her patients.
3. Lindsay married Patrick Clancy in December 2016, and they established their family home in Duxbury, Massachusetts.
4. Lindsay and Patrick had three children: Cora Marie Clancy, born December 24, 2017; Dawson William Clancy, born September 30, 2019; and Callan Patrick Clancy, born May 26, 2022.
5. Before Lindsay became ill, she was a dedicated mom who loved her children immensely.
6. Lindsay consistently conveyed profound affection for her children and her husband. She had never previously engaged in any form of physical harm towards her children.

B. Lindsay's Prior Postpartum History

1. During Lindsay's first pregnancy with Cora, she experienced anxiety due to an abnormal ultrasound finding that later resolved. She experienced some anxiety during the postpartum period but returned to part-time work and breastfed for one year without incident.
2. During the postpartum period following her second child, Dawson's, birth, Lindsay was initially elated with increased energy. She had manic behavior for multiple days. In October 2022, she had an episode of decluttering to simplify her life, obsessively cleaning and discarding items. Her thoughts raced, and she constantly felt pressure to be active.
3. After her second pregnancy, anxiety emerged at approximately two months postpartum.

Although Lindsay was offered Zoloft by a psychiatrist, she declined due to concerns about breastfeeding. Her symptoms resolved through exercise, healthy diet, meditation, and several therapy sessions.

4. These prior postpartum episodes, including the hypomanic symptoms following Dawson's birth, were critical indicators that should have alerted competent psychiatric providers to the risk of bipolar disorder and the potential for more severe postpartum psychiatric complications following subsequent pregnancies.

C. Third Pregnancy and Initial Postpartum Period

1. Lindsay gave birth to Callan on May 26, 2022. Both Patrick and Lindsay took parental leave following Callan's birth.
2. Lindsay demonstrated significant activation and hypomanic behavior, including an extensive program of exercise beginning only one week after delivery. She woke every day before the children at 4:00 a.m., ran three miles, did spinning for thirty minutes on the Peloton, and then thirty minutes of aerobics. On July 4, 2022, only five weeks after delivery, she ran a five-mile race.
3. Lindsay impulsively bought into a beach body multi-level marketing scheme, purchasing products to resell. She made videos of her exercise routines, posted them on Facebook, and encouraged friends to join the program.
4. These early postpartum behaviors constituted a hypomanic episode that, combined with her history following Dawson's birth, should have immediately suggested bipolar disorder to any competent psychiatric provider who obtained an adequate history.

D. Lindsay's Desperate Efforts to Seek Help

1. At approximately twelve weeks postpartum, Lindsay's mood switched suddenly to

anxiety and depression. She experienced debilitating anxiety, insomnia, sleeping only approximately three hours per night, and exhaustion during the day. She had no motivation and could not exercise. Everything about her body felt heavy and required effort. It was a chore to dress or shower. Her parents came from out of state to help care for the children.

2. Recognizing that something was seriously wrong, Lindsay took the initiative to seek psychiatric care. On September 12, 2022, she found Dr. Jennifer Tufts online and scheduled an appointment.
3. At her first appointment with Dr. Tufts, Lindsay's Edinburgh Postnatal Depression Scale (EPDS) score was 23, indicating severe depression. Dr. Tufts prescribed Zoloft despite Lindsay's hesitation about medication due to breastfeeding concerns.
4. Lindsay waited approximately two weeks before taking the medication, still concerned about its effects on breastfeeding, but ultimately began taking Zoloft in mid-October 2022 because she knew she needed help.
5. After increasing the Zoloft dose from 25 mg to 50 mg as prescribed, Lindsay experienced a severe adverse reaction: she did not sleep for 48 hours, had racing thoughts, worsening anxiety, and felt awful. This dramatic departure from her previous sleep patterns was an obvious warning sign of medication-induced activation consistent with bipolar disorder.
6. Lindsay promptly reported these symptoms to Dr. Tufts on October 20, 2022. Rather than recognizing the significance of this reaction and conducting appropriate testing to determine why Lindsay had such an adverse response to a relatively low dose of medication, Dr. Tufts simply discontinued the Zoloft and prescribed Ativan and

Benadryl for sleep.

7. Even after carefully tapering these medications, Lindsay’s profound insomnia persisted, accompanied by distressing cardiac palpitations. Her condition continued to deteriorate.
8. On November 16, 2022, Lindsay's insomnia had become so severe that she took herself to the emergency room at South Shore Hospital seeking help. She reported insomnia, anxiety, and palpitations. The ER doctor prescribed Trazodone for sleep, but it was not effective.
9. Patrick's mother, a nurse at South Shore Hospital, contacted the South Shore Perinatal Behavioral Health Program on November 20, 2022, seeking additional help for Lindsay. Nurse Practitioner Julie Paul reached out to Lindsay.
10. Lindsay reported to Nurse Paul that she was “very frustrated and scared,” experiencing “extreme insomnia” averaging only three hours per night, and having racing thoughts. Nurse Paul prescribed Prozac on November 21, 2022.
11. After merely four days on Prozac, Lindsay reported that the medication intensified her insomnia. She immediately informed her providers and the Prozac was discontinued. This was the second antidepressant that had caused activation and worsening insomnia—a critical red flag for bipolar disorder that the providers failed to recognize.
12. On November 25, 2022, Nurse Paul prescribed three different medications: Ambien, Remeron, and Klonopin. On November 26, 2022, after taking Remeron, Lindsay experienced dissociation—perceiving the world around her as unreal, distorted, and distant. She was unable to determine what was real. She became disoriented, forgetful, confused, and disconnected from her own body. She was unable to drive and unable to

be alone.

13. Lindsay reported these alarming symptoms to her providers on November 28, 2022, noting she was still struggling, sleeping only three to four hours, and feeling disoriented and forgetful.
14. On November 29, 2022, Lindsay began treating with Nurse Jollotta. Lindsay reported that she was “anxious and frightened about what is happening” and that she blamed herself. Nurse Jollotta correctly considered a bipolar presentation and prescribed Seroquel, an antipsychotic and mood stabilizer.
15. After starting Seroquel, Lindsay’s condition took a dramatic turn for the worse. She developed suicidal ideation and began experiencing what she described as “intrusive thoughts”—which were actually auditory hallucinations. The voice said, “I will not be the same. I want to die.”
16. Lindsay openly communicated her escalating internal turmoil to her husband, her parents, and her providers. She described her emotional state as “emotionless” and “like a zombie,” attributing this profound affective blunting to the Seroquel.
17. On December 2, 2022, Lindsay reported to Nurse Jollotta that she had lost fifteen pounds, had no appetite, was experiencing panic attacks and confusion, and had a lack of attention over the past four days.
18. On December 2, 2022, Lindsay was seen by Lateisha Dukes, L.M.H.C. Counselor. Dukes noted Lindsay had unmanageable anxiety about her children. She responded by requesting addiction support services.
19. On December 4, 2022, Lindsay was so frightened by her hallucinations that she called the New Bedford Suicide Hotline seeking help. She was told there was no emergency

because she said she had no specific plan as to how she would kill herself.

20. On December 5, 2022, Lindsay met virtually with an ASPIRE Crisis Support clinician, again seeking help. She was told that she did not meet the criteria for inpatient treatment because she did not have a suicide plan.
21. On December 6, 2022, Lindsay attended an appointment with Nurse Jollotta. She was accompanied by her husband, who connected her symptoms to starting medications in September. Specifically, he reported that she had forty-eight hours without sleep nor feeling tired in the setting of an increase in her Zoloft dose from 25 mg to 50 mg. Nurse Jollotta considered a diagnosis of bipolar disorder. She planned to taper Mrs. Clancy off of benzodiazepines with a switch to volume and to discontinue her mirtazpine and Seroquel.
22. On December 13, 2022, Lindsay remained deeply depressed, had no motivation, and still had suicidal ideation. She wanted “this to be all over.”
23. On December 15, 2022, Patrick called Nurse Jollotta's office to report that “Lindsay has had a devastating week” and that “it was the worst day for Lindsay. She had HORRIBLE thoughts all day.” Lindsay had auditory hallucinations all day, every day. She felt debilitated, not interested in anything, exhausted, and could not get out of bed. The hallucinations were loud and continued all day, saying “I will never be the same,” “I will never be me again,” and “You are damaged. You will never be the same. The only option is to die.”
24. Lindsay told her husband Patrick, “I have thoughts of harming the kids.” She also told her mother about these thoughts. Because she was in a psychotic state, Lindsay also had paranoid delusions that people could hear her thoughts and that she would be

locked in a hospital and have her children taken away.

25. Lindsay's escalating suicidal thoughts prompted a visit to the Massachusetts General Hospital emergency room on December 20, 2022, where she sought help. The emergency room suggested either admission to McLean Hospital or the partial hospitalization day program at Women & Infants Hospital in Rhode Island.

E. Women's & Infants Hospital's and Dr. Diaz's Failure to Properly Treat Lindsay

1. On December 20, 2022, Lindsay admitted herself to the partial hospitalization day program at Women & Infants Hospital in Providence, Rhode Island, a program intended for patients with postpartum depression. This was yet another active step Lindsay took to seek help for her worsening condition.
2. Lindsay's chief complaint at Women & Infants was "I feel numb and crazy depressed." She reported feeling "crazy depressed, numb to all emotion, can't feel love," that her "life is becoming a disaster," that she couldn't "feel fear," and that she was "messed up beyond repair." She had lost fifteen pounds in a month, had no motivation, and reported that "It takes all the effort in the world just to breathe."
3. Lindsay's Edinburgh Postnatal Depression Scale (EPDS) score at Women & Infants was 23—indicating severe depression. Her Generalized Anxiety Disorder 7-item (GAD-7) score was 21—higher than the threshold for the most severe category.
4. Despite these severely elevated scores, Dr. Diaz, the attending psychiatrist at Women & Infants, concluded that Lindsay had "no postpartum depression" and rejected a bipolar disorder diagnosis because of "no history of hypomania or psychosis or family history." This conclusion was negligent in part because Dr. Diaz failed to obtain an adequate history. Dr. Diaz's own notes documented that Lindsay's sister had

experienced postpartum anxiety— a relevant family psychiatric history that should have been explored. Had Dr. Diaz properly inquired about Lindsay's early postpartum period, she would have learned of the hypomanic episode that began immediately after delivery. Dr. Diaz also failed to recognize that Lindsay's providers had previously considered bipolar disorder, as documented in Lindsay's records stating she was started on “Seroquel...and concern for bipolar.”

5. Dr. Diaz accepted Lindsay and Patrick's belief that her symptoms were due to overmedication and recommended weaning Seroquel. The clinical team at Women & Infants posited that Lindsay's symptoms were “more pharmacologically induced than purely depressive.” Dr. Diaz's assessment/plan documented that the “WIH DHP is not a suitable treatment facility” for Lindsay, yet Dr. Diaz failed to recommend or arrange appropriate alternative treatment and instead discharged Lindsay after only one day of treatment with inadequate follow-up care.
6. Women & Infants Hospital determined that its day program was not appropriate for Lindsay and reached out to Nurse Jollotta to discuss Lindsay's care. Nurse Jollotta did not respond to them.
7. Dr. Diaz's and Women & Infants' negligent failure to properly evaluate Lindsay, obtain an adequate psychiatric history, and recognize the signs of bipolar disorder with postpartum onset resulted in a missed opportunity to provide appropriate treatment. Their recommendation to wean Seroquel without providing a proper alternative treatment plan or ensuring adequate follow-up care contributed to Lindsay's further deterioration.

F. McLean Hospital's and Dr. Goodheart's Failure to Properly Treat Lindsay

1. Following the Seroquel reduction recommended by Women & Infants, Lindsay's suicidal ideation resurged. By December 29, 2022, Lindsay told her husband, "I can't tough it out anymore. I need to go to McLean."
2. On December 30, 2022, Lindsay went to the MGH emergency room, which suggested admission to McLean Hospital. On December 31, 2022, Lindsay admitted herself to McLean Hospital—the nation's top-ranked psychiatric hospital—due to her severe depression and suicidal ideation.
3. Lindsay's admitting symptoms included passive suicidal ideation, feeling detached, hopelessness, depression, no appetite or energy to perform activities of daily living, no motivation, anhedonia, racing thoughts, inability to organize her thoughts, memory problems, anxiety, and insomnia. Her insight and judgment were documented as "limited."
4. Lindsay's admission note was authored by Elizabeth Madva, M.D. Following a review of Lindsay's history, Dr. Madva noted that she agreed with the impression of Lindsay's providers at MGH that Lindsay's presentation seemed most consistent with post-partum anxiety and depression and she had a very low suspicion for emergent bipolar disorder.
5. McLean placed Lindsay on a locked unit with fifteen-minute suicide checks. However, the care she received was grossly inadequate. She was admitted on New Year's Eve, and there was a skeleton crew because of the holiday. Patients spent their evening doing puzzles and coloring. Nurses stayed behind a desk and glass. Lindsay did not see a doctor until January 3, 2023—three days after admission.
6. On January 3, 2023, the doctor advised Lindsay to stop Seroquel and benzodiazepines

and prescribed Trazodone for sleep. On January 4, 2023, Lindsay asked if she could go home for Cora's birthday. Because her thoughts had improved since the Seroquel was decreased, she was approved for discharge.

7. Lindsay was discharged from McLean Hospital on January 5, 2023, after only a five-day stay. Dr. Goodheart authored and signed the physician discharge summary, approving Lindsay's release despite her documented "limited" insight, judgment, and suicidal ideations. Lindsay was returned to the care of the same outpatient providers who had been previously providing allegedly substandard care.
8. After discharge, Dr. Goodheart from McLean called Lindsay and spoke for only ten minutes, offering names of antidepressants. The staff at McLean suggested Amitriptyline—yet another antidepressant, the very class of medications that had repeatedly caused Lindsay to have adverse reactions.
9. When Lindsay was discharged from McLean, she thought, "I was just in the best hospital in the country so there was not much hope." She decided she must appear like she was OK and "had to do her best."
10. Dr. Goodheart's and McLean Hospital's negligent failure to properly evaluate Lindsay, obtain an adequate psychiatric history, provide sufficient inpatient care during her brief admission, and ensure appropriate discharge planning and follow-up care directly contributed to the tragic events that followed. Dr. Goodheart, as the discharging physician, approved Lindsay's release after only five days despite her documented "limited" insight and judgment and her ongoing severe symptoms.

G. Continued Deterioration Under Dr. Tufts' Care

1. Lindsay returned to treatment with Dr. Tufts on January 6, 2023, the day after her

discharge from McLean. Dr. Tufts diagnosed Lindsay with “chronic” “major depressive disorder, single episode, moderate.” She recorded that Lindsay’s psychiatric condition was “Deteriorating” and that her medication was not effective. Despite her poor condition, Dr. Tufts met with Lindsay for only seventeen minutes.

2. At Cora's birthday party on January 7, 2023, Lindsay was not herself. She smiled but could not converse. She avoided talking and could not make sense of what others were saying.
3. Lindsay's hallucinations resumed within one week of her discharge from McLean.
4. On January 10, 2023, Lindsay returned to Dr. Tufts and was switched to Valium for a benzodiazepine taper. Dr. Tufts indicated that “at some point we will add an antidepressant.”
5. On January 16, 2023, Lindsay was still experiencing debilitating depression. She had to force herself to do anything. The hallucinations continued: “You should harm the children.” “You should kill yourself.” “You will never be the same. The only option is to die.” She felt like a “zombie.” Dr. Tufts prescribed Amitriptyline—another antidepressant—at 10 mg per day.
6. On January 20, 2023, because Lindsay was having such awful thoughts and was so numb and emotionless, she researched “What is a psychopath?” to see if she was one, and whether there was a cure.
7. On January 23, 2023, during another seventeen-minute appointment, Lindsay reported being “a little more anxious” with heart racing and “more AM anxiety.” Dr. Tufts recorded that Lindsay's “mood is the same flat/anxious,” that she had “no motivation, numb,” and “has to force herself up, out of the house.” Her sleep and medication

efficacy were “poor,” her insight was “poor,” and her psychiatric condition generally was “unchanged.” Dr. Tufts increased the Amitriptyline to 20 mg per day. That night, Lindsay did not sleep.

H. January 24, 2023

1. On January 24, 2023, Lindsay woke severely depressed with suicidal thoughts. She gave the children breakfast. She took Cora to the pediatrician because Cora complained of a stomachache. Later, she went to the backyard with the children, built a snowman, and sent a picture to Patrick and her mother.
2. The suicidal hallucinations continued all day nonstop. Later in the afternoon, the voice began saying, “You should harm the children.” Lindsay thought about dinner and realized she had not prepared anything. She asked Patrick about takeout. She looked at a map to see how long it would take because she did not want to be alone and needed help.
3. As soon as Patrick left to pick up the food, there was a loud, demanding, repetitious voice: “This is your last chance. Kill the children so you can kill yourself.” “THIS IS YOUR LAST CHANCE. YOU HAVE TO KILL THE KIDS SO YOU CAN KILL YOURSELF.” Lindsay felt a force come over her.
4. Lindsay experienced command auditory hallucinations: a “demanding, powerful male voice” explicitly ordered her. She felt an overwhelming, irresistible compulsion to comply, entering a dissociative “dream-like state” where her physical actions felt utterly disconnected from her conscious volition. She perceived her “body was just acting” and she was merely “watching [herself] do it.” She reported she had “no choice” but to follow these compelling directives.

5. Lindsay described: “I lost all control. My body started acting without any control on my part. I was just following commands, ‘all action.’ This voice demanded action.”
6. Lindsay proceeded, as alleged, to strangle each of her children, uttering “Go to God, baby.” Following these acts, she undertook a severe suicide attempt, ingesting a substantial quantity of various medications, self-inflicting lacerations to her wrists and neck, and jumping from a second-floor window approximately twenty feet to the ground below.
7. Lindsay suffered catastrophic injuries including a thoracic spinal cord injury resulting in permanent paralysis below the sternum. She also suffered multiple closed fractures of her cervical and thoracic vertebrae and multiple rib fractures.
8. Cora and Dawson died on January 24, 2023. Callan succumbed to his injuries and died on January 27, 2023.
9. Lindsay consistently maintains her actions were compelled by a hallucinatory voice, not a conscious decision, and expresses profound, enduring love for her children.

COUNTS

Count I.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Jennifer M. Tufts, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Jennifer M. Tufts, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around September 2022 - January 2023.
4. In or around September 2022 - January 2023, the plaintiff submitted herself to the care and treatment of the defendant, Jennifer M. Tufts, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.

5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Jennifer M. Tufts, M.D., including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around September 2022 - January 2023;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition In or around September 2022 - January 2023, and her failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Jennifer M. Tufts, M.D., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Jennifer M. Tufts, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count II.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count I of this complaint as if each were set forth here in its entirety.
2. In or around September 2022 - January 2023, the defendant, Jennifer M. Tufts, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.

3. The defendant, Jennifer M. Tufts, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. In or around September 2022 - January 2023, the defendant, Jennifer M. Tufts, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Jennifer M. Tufts, M.D.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Jennifer M. Tufts, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count III.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count I and Paragraphs One through Five of Count II of this complaint as if each were set forth here in its entirety.
2. In or around September 2022 - January 2023, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around September 2022 - January 2023, the defendant, Jennifer M. Tufts, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around September 2022 - January 2023, the defendant, Jennifer M. Tufts, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Jennifer M. Tufts, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.

6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Jennifer M. Tufts, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Jennifer M. Tufts, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count IV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count I, Paragraphs One through Five of Count II and Paragraphs One through Seven of Count III of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Jennifer M. Tufts, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Jennifer M. Tufts, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count V.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count I, Paragraphs One through Five of Count II and Paragraphs One through Seven of Count III of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Jennifer M. Tufts, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Jennifer M. Tufts, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count VI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.

2. The defendant, Alia Goodheart, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Alia Goodheart, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around January 2023.
4. In or around January 2023, the plaintiff submitted herself to the care and treatment of the defendant, Alia Goodheart, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Alia Goodheart, M.D., including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around January 2023;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around January 2023, and her failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Alia Goodheart, M.D., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Alia Goodheart, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count VII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count VI of this complaint as if each were set forth here in its entirety.
2. In or around January 2023, the defendant, Alia Goodheart, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Alia Goodheart, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. In or around January 2023, the defendant, Alia Goodheart, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Alia Goodheart, M.D.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Alia Goodheart, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count VIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count VI and Paragraphs One through Five of Count VII of this complaint as if each were set forth here in its entirety.
2. In or around January 2023, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.

3. In or around January 2023, the defendant, Alia Goodheart, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around January 2023, the defendant, Alia Goodheart, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Alia Goodheart, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Alia Goodheart, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Alia Goodheart, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count IX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count VI, Paragraphs One through Five of Count VII and Paragraphs One through Seven of Count VIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Alia Goodheart, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Alia Goodheart, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count X.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count VI, Paragraphs One through Five of Count VII and Paragraphs One through Seven of Count VIII of this complaint as if each were set forth here in its entirety.

2. As a direct and proximate result of the defendant, Alia Goodheart, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Alia Goodheart, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Zobeida M. Diaz, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Zobeida M. Diaz, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around December 2022.
4. In or around December 2022, the plaintiff submitted herself to the care and treatment of the defendant, Zobeida M. Diaz, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Zobeida M. Diaz, M.D., including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around December 2022;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around December 2022, and her failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and

- e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Zobeida M. Diaz, M.D., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Zobeida M. Diaz, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XI of this complaint as if each were set forth here in its entirety.
2. In or around December 2022, the defendant, Zobeida M. Diaz, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Zobeida M. Diaz, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. In or around December 2022, the defendant, Zobeida M. Diaz, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Zobeida M. Diaz, M.D.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Zobeida M. Diaz, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XI and Paragraphs One through Five of Count XII of this complaint as if each were set forth here in its entirety.
2. In or around December 2022, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around December 2022, the defendant, Zobeida M. Diaz, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around December 2022, the defendant, Zobeida M. Diaz, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Zobeida M. Diaz, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Zobeida M. Diaz, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Zobeida M. Diaz, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XIV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XI, Paragraphs One through Five of Count XII and Paragraphs One through Seven of Count XIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Zobeida M. Diaz, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Zobeida M. Diaz, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XI, Paragraphs One through Five of Count XII and Paragraphs One through Seven of Count XIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Zobeida M. Diaz, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Zobeida M. Diaz, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XVI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Elizabeth Madva, M.D., was at all times relevant to this complaint a physician licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Elizabeth Madva, M.D., represented and held herself out to be a physician, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around January 2023.
4. In or around January 2023, the plaintiff submitted herself to the care and treatment of the defendant, Elizabeth Madva, M.D., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Elizabeth Madva, M.D., including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around January 2023;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around January 2023, and her failure to prescribe proper and timely treatment for said condition;

- c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing her specialty; and
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Elizabeth Madva, M.D., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Elizabeth Madva, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XVII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XVI of this complaint as if each were set forth here in its entirety.
2. In or around January 2023, the defendant, Elizabeth Madva, M.D., contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Elizabeth Madva, M.D., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
4. In or around January 2023, the defendant, Elizabeth Madva, M.D., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing her specialty.
5. As a direct and proximate result of the defendant, Elizabeth Madva, M.D.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent

personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Elizabeth Madva, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XVIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XVI and Paragraphs One through Five of Count XVII of this complaint as if each were set forth here in its entirety.
2. In or around January 2023, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around January 2023, the defendant, Elizabeth Madva, M.D., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around January 2023, the defendant, Elizabeth Madva, M.D., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Elizabeth Madva, M.D., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Elizabeth Madva, M.D.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Elizabeth Madva, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XIX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XVI, Paragraphs One through Five of Count XVII and Paragraphs One through Seven of Count XVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Elizabeth Madva, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Elizabeth Madva, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XVI, Paragraphs One through Five of Count XVII and Paragraphs One through Seven of Count XVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Elizabeth Madva, M.D.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Elizabeth Madva, M.D., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Rebecca Jollotta, C.N.P., was at all times relevant to this complaint a nurse practitioner licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Rebecca Jollotta, C.N.P., represented and held herself out to be a nurse practitioner, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around November 2022 - December 2022.
4. In or around November 2022 - December 2022, the plaintiff submitted herself to the care and treatment of the defendant, Rebecca Jollotta, C.N.P., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Rebecca Jollotta, C.N.P., including, but not limited to the following:

- a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around November 2022 - December 2022;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around November 2022 - December 2022, and her failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable nursing services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the nursing profession practicing her specialty; and
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Rebecca Jollotta, C.N.P., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Rebecca Jollotta, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXI of this complaint as if each were set forth here in its entirety.
2. In or around November 2022 - December 2022, the defendant, Rebecca Jollotta, C.N.P., contracted with the plaintiff to provide professional services related to the plaintiff's nursing care and treatment.
3. The defendant, Rebecca Jollotta, C.N.P., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of nursing, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the nursing profession practicing her specialty.

4. In or around November 2022 - December 2022, the defendant, Rebecca Jollotta, C.N.P., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of nursing, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the nursing profession practicing her specialty.
5. As a direct and proximate result of the defendant, Rebecca Jollotta, C.N.P.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Rebecca Jollotta, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXI and Paragraphs One through Five of Count XXII of this complaint as if each were set forth here in its entirety.
2. In or around November 2022 - December 2022, average qualified members of the nursing profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around November 2022 - December 2022, the defendant, Rebecca Jollotta, C.N.P., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around November 2022 - December 2022, the defendant, Rebecca Jollotta, C.N.P., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Rebecca Jollotta, C.N.P., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Rebecca Jollotta, C.N.P.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries;

has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Rebecca Jollotta, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXIV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXI, Paragraphs One through Five of Count XXII and Paragraphs One through Seven of Count XXIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Rebecca Jollotta, C.N.P.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Rebecca Jollotta, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXI, Paragraphs One through Five of Count XXII and Paragraphs One through Seven of Count XXIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Rebecca Jollotta, C.N.P.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Rebecca Jollotta, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXVI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Julie Paul, C.N.P., was at all times relevant to this complaint a nurse practitioner licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Julie Paul, C.N.P., represented and held herself out to be a nurse practitioner, skilled in the treatment of various illnesses and conditions

and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around November 2022.

4. In or around November 2022, the plaintiff submitted herself to the care and treatment of the defendant, Julie Paul, C.N.P., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Julie Paul, C.N.P., including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around November 2022;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around November 2022, and her failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable nursing services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the nursing profession practicing her specialty; and
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Julie Paul, C.N.P., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Julie Paul C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXVII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXVI of this complaint as if each were set forth here in its entirety.
2. In or around November 2022, the defendant, Julie Paul, C.N.P., contracted with the plaintiff to provide professional services related to the plaintiff's nursing care and treatment.
3. The defendant, Julie Paul, C.N.P., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of nursing, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the nursing profession practicing her specialty.
4. In or around November 2022, the defendant, Julie Paul, C.N.P., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of nursing, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the nursing profession practicing her specialty.
5. As a direct and proximate result of the defendant, Julie Paul, C.N.P.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Julie Paul, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXVIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXVI and Paragraphs One through Five of Count XXVII of this complaint as if each were set forth here in its entirety.
2. In or around November 2022, average qualified members of the nursing profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around November 2022, the defendant, Julie Paul, C.N.P., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.

4. In or around November 2022, the defendant, Julie Paul, C.N.P., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Julie Paul, C.N.P., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Julie Paul, C.N.P.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Julie Paul, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXIX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXVI, Paragraphs One through Five of Count XXVII and Paragraphs One through Seven of Count XXVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Julie Paul, C.N.P.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Julie Paul, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXVI, Paragraphs One through Five of Count XXVII and Paragraphs One through Seven of Count XXVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Julie Paul, C.N.P.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Julie Paul, C.N.P., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Lateisha Dukes, L.M.H.C., was at all times relevant to this complaint a mental health counselor licensed to practice her profession in the Commonwealth of Massachusetts.
3. At all times relevant to this complaint, the defendant, Lateisha Dukes, L.M.H.C., represented and held herself out to be a licensed mental health counselor, skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that she was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around December 2022.
4. In or around December 2022, the plaintiff submitted herself to the care and treatment of the defendant, Lateisha Dukes, L.M.H.C., who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Lateisha Dukes, L.M.H.C., including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that she was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around December 2022;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around December 2022, and her failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize her inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of her inability and failure to properly and skillfully provide the plaintiff with acceptable mental health services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the mental health profession practicing her specialty; and
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition.

6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Lateisha Dukes, L.M.H.C., the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Lateisha Dukes, L.M.H.C., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXI of this complaint as if each were set forth here in its entirety.
2. In or around December 2022, the defendant, Lateisha Dukes, L.M.H.C., contracted with the plaintiff to provide professional services related to the plaintiff's mental health care and treatment.
3. The defendant, Lateisha Dukes, L.M.H.C., expressly and impliedly warranted to the plaintiff that she would perform and render said professional services in accordance with accepted standards for the practice of mental health counseling, and that she would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the mental health counseling profession practicing her specialty.
4. In or around December 2022, the defendant, Lateisha Dukes, L.M.H.C., breached her express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of mental health counseling, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the nursing profession practicing her specialty.
5. As a direct and proximate result of the defendant, Lateisha Dukes, L.M.H.C.'s breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Lateisha Dukes, L.M.H.C., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXI and Paragraphs One through Five of Count XXXII of this complaint as if each were set forth here in its entirety.
2. In or around December 2022, average qualified members of the mental health profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around December 2022, the defendant, Lateisha Dukes, L.M.H.C., knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around December 2022, the defendant, Lateisha Dukes, L.M.H.C., did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Lateisha Dukes, L.M.H.C., had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Lateisha Dukes, L.M.H.C.'s failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Lateisha Dukes, L.M.H.C., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXIV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXI, Paragraphs One through Five of Count XXXII and Paragraphs One through Seven of Count XXXIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Lateisha Dukes, L.M.H.C.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Lateisha Dukes, L.M.H.C., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXI, Paragraphs One through Five of Count XXXII and Paragraphs One through Seven of Count XXXIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Lateisha Dukes, L.M.H.C.'s negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Lateisha Dukes, L.M.H.C., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXVI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, Aster Mental Health System Inc., was at all times relevant to this complaint a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 325 Wood Road, Suite 209, Braintree, Massachusetts 02184, in Norfolk County, Massachusetts.
3. At all times relevant to this complaint, the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, represented and held itself out to be skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that it was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around September 2022 – January 2023.
4. In or around September 2022 – January 2023, the plaintiff submitted herself to the care and treatment of the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that it was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around September 2022 – January 2023;

- b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around September 2022 – January 2023, and its failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize its inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of its inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing its specialty;
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition; and
 - f. Defendant's failure to exercise reasonable care in hiring, supervising, employing and/or continuing to employ its agents, servants, or employees.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Aster Mental Health System Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXVII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXVI of this complaint as if each were set forth here in its entirety.
2. In or around September 2022 – January 2023, the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Aster Mental Health System Inc., by its agents, servants, or employees, expressly and impliedly warranted to the plaintiff that it would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that it would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.

4. In or around September 2022 – January 2023, the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, breached its express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.
5. As a direct and proximate result of the defendant, Aster Mental Health System Inc., by its agents', servants', or employees' breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Aster Mental Health System Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXVIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXVI and Paragraphs One through Five of Count XXXVII of this complaint as if each were set forth here in its entirety.
2. In or around September 2022 – January 2023, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around September 2022 – January 2023, the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around September 2022 – January 2023, the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Aster Mental Health System Inc., by its agents, servants, or employees, had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Aster Mental Health System Inc., by its agents', servants', or employees' failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain

severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Aster Mental Health System Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XXXIX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXVI, Paragraphs One through Five of Count XXXVII and Paragraphs One through Seven of Count XXXVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Aster Mental Health System Inc., by its agents', servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Aster Mental Health System Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XL.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XXXVI, Paragraphs One through Five of Count XXXVII and Paragraphs One through Seven of Count XXXVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Aster Mental Health System Inc., by its agents' servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Aster Mental Health System Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Norfolk County, Massachusetts.
2. The defendant, South Shore Health System, Inc., was at all times relevant to this complaint a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 55 Fogg Road, South Weymouth, Massachusetts 02190, in Norfolk County, Massachusetts.

3. At all times relevant to this complaint, the defendant, South Shore Health System, Inc., by its agents, servants, or employees, represented and held itself out to be skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that it was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around November 2022 - January 2023.
4. In or around November 2022 - January 2023, the plaintiff submitted herself to the care and treatment of the defendant, South Shore Health System, Inc., by its agents, servants, or employees, who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, South Shore Health System, Inc., by its agents, servants, or employees, including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that it was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around November 2022 - January 2023;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around November 2022 - January 2023, and its failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize its inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of its inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing its specialty;
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition; and
 - f. Defendant's failure to exercise reasonable care in hiring, supervising, employing and/or continuing to employ its agents, servants, or employees.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, South Shore Health System, Inc., by its agents, servants, or employees, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, South Shore Health System, Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLI of this complaint as if each were set forth here in its entirety.
2. In or around November 2022 - January 2023, the defendant, South Shore Health System, Inc., by its agents, servants, or employees, contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, South Shore Health System, Inc., by its agents, servants, or employees, expressly and impliedly warranted to the plaintiff that it would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that it would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.
4. In or around November 2022 - January 2023, the defendant, South Shore Health System, Inc., by its agents, servants, or employees, breached its express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.
5. As a direct and proximate result of the defendant, South Shore Health System, Inc., by its agents', servants', or employees' breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, South Shore Health System, Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLI and Paragraphs One through Five of Count XLII of this complaint as if each were set forth here in its entirety.
2. In or around November 2022 - January 2023, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.

3. In or around November 2022 - January 2023, the defendant, South Shore Health System, Inc., by its agents, servants, or employees, knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around November 2022 - January 2023, the defendant, South Shore Health System, Inc., by its agents, servants, or employees, did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, South Shore Health System, Inc., by its agents, servants, or employees, had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, South Shore Health System, Inc., by its agents', servants', or employees' failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, South Shore Health System, Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLIV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLI, Paragraphs One through Five of Count XLII and Paragraphs One through Seven of Count XLIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, South Shore Health System, Inc., by its agents', servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, South Shore Health System, Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLI, Paragraphs One through Five of Count XLII and Paragraphs One through Seven of Count XLIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, South Shore Health System, Inc., by its agents' servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, South Shore Health System, Inc., in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLVI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Plymouth County, Massachusetts.
2. The defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, was at all times relevant to this complaint a hospital duly organized and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 115 Mill Street, Belmont, Massachusetts 02478, in Middlesex County, Massachusetts.
3. At all times relevant to this complaint, the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, represented and held itself out to be skilled in the treatment of various illnesses and conditions and, in particular, represented to the plaintiff that it was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around January 2023.
4. In or around January 2023, the plaintiff submitted herself to the care and treatment of the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that it was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around January 2023;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around January 2023, and its failure to prescribe proper and timely treatment for said condition;

- c. Defendant's failure to recognize, or have the knowledge to recognize its inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of its inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing its specialty;
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition; and
 - f. Defendant's failure to exercise reasonable care in hiring, supervising, employing and/or continuing to employ its agents, servants, or employees.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLVII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLVI of this complaint as if each were set forth here in its entirety.
2. In or around January 2023, the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, expressly and impliedly warranted to the plaintiff that it would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that it would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.
4. In or around January 2023, the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, breached its express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the

practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.

5. As a direct and proximate result of the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents', servants', or employees' breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLVIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLVI and Paragraphs One through Five of Count XLVII of this complaint as if each were set forth here in its entirety.
2. In or around January 2023, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
3. In or around January 2023, the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around January 2023, the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents, servants, or employees, had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents', servants', or employees' failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will

continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count XLIX.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLVI, Paragraphs One through Five of Count XLVII and Paragraphs One through Six of Count XLVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents', servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count L.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count XLVI, Paragraphs One through Five of Count XLVII and Paragraphs One through Seven of Count XLVIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, by its agents' servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, The McLean Hospital Corporation, d/b/a McLean Hospital, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count LI.

1. The plaintiff, Lindsay M. Clancy, is a resident of Duxbury, Plymouth County, Massachusetts.
2. The defendant, Women & Infants Hospital of Rhode Island, was at all times relevant to this complaint a hospital duly organized and existing under the laws of the State of Rhode Island, with a principal place of business at 101 Dudley Street, Providence, Rhode Island 02905, in Providence County, Rhode Island.
3. At all times relevant to this complaint, the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, represented and held itself out to be skilled in the treatment

of various illnesses and conditions and, in particular, represented to the plaintiff that it was knowledgeable, competent, and qualified to diagnose and treat the plaintiff's condition in or around December 2022.

4. In or around December 2022, the plaintiff submitted herself to the care and treatment of the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, who negligently, carelessly, and without regard for the plaintiff's health and well-being, treated the plaintiff in a manner resulting in the plaintiff's severe personal injuries.
5. The injuries sustained by the plaintiff, Lindsay M. Clancy, were the direct and proximate result of the carelessness, unskillfulness, negligence and improper care and treatment by the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, including, but not limited to the following:
 - a. Defendant's misrepresentations to the plaintiff that it was knowledgeable, skillful, and competent to diagnose and treat the plaintiff's medical condition in or around December 2022;
 - b. Defendant's failure to adequately and properly diagnose the plaintiff's medical condition in or around December 2022, and its failure to prescribe proper and timely treatment for said condition;
 - c. Defendant's failure to recognize, or have the knowledge to recognize its inability and lack of skill to diagnose and treat the plaintiff, when the defendant knew or should have known in the exercise of due care, the foreseeable consequences of its inability and failure to properly and skillfully provide the plaintiff with acceptable medical and diagnostic services;
 - d. Defendant's failure to possess or negligent failure to exercise that degree of skill, training, and care as is possessed and exercised by average qualified members of the medical profession practicing its specialty;
 - e. Defendant's failure to inform and to warn of the risks involved in or associated with the plaintiff's condition and failure to inform and to warn about the treatment of said condition; and
 - f. Defendant's failure to exercise reasonable care in hiring, supervising, employing and/or continuing to employ its agents, servants, or employees.
6. As a direct and proximate result of the negligence, carelessness, and unskillfulness of the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Women & Infants Hospital of Rhode Island, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count LII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count LI of this complaint as if each were set forth here in its entirety.
2. In or around December 2022, the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, contracted with the plaintiff to provide professional services related to the plaintiff's medical care and treatment.
3. The defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, expressly and impliedly warranted to the plaintiff that it would perform and render said professional services in accordance with accepted standards for the practice of medicine, and that it would possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.
4. In or around December 2022, the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, breached its express and implied warranties by failing to perform and render professional services in accordance with accepted standards for the practice of medicine, and by failing to possess and exercise that degree of skill and care possessed and exercised by the average qualified members of the medical profession practicing its specialty.
5. As a direct and proximate result of the defendant, Women & Infants Hospital of Rhode Island, by its agents', servants', or employees' breach of express and implied warranties, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Women & Infants Hospital of Rhode Island, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count LIII.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count LI and Paragraphs One through Five of Count LII of this complaint as if each were set forth here in its entirety.
2. In or around December 2022, average qualified members of the medical profession practicing the defendant's specialty knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.

3. In or around December 2022, the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, knew or should have known of the risks, potential consequences and alternatives to the defendant's choice of treatment of the plaintiff.
4. In or around December 2022, the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, did not inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff.
5. If the defendant, Women & Infants Hospital of Rhode Island, by its agents, servants, or employees, had informed the plaintiff of the alternatives to and risks and potential consequences of the defendant's choice of treatment of the plaintiff, neither the plaintiff nor a reasonable person in her position would have elected the defendant's choice of treatment.
6. The alternatives to and the risks and potential consequences of the defendant's choice of treatment were material to a decision by the plaintiff and a reasonable person in her position as to whether to undergo the defendant's choice of treatment.
7. As a direct and proximate result of the defendant, Women & Infants Hospital of Rhode Island, by its agents', servants', or employees' failure to inform the plaintiff of the alternatives to and risks and potential consequences of the defendant's treatment, the plaintiff, Lindsay M. Clancy, was caused to sustain severe and permanent personal injuries; has incurred and will continue to incur great expense for her medical, surgical, and hospital care and treatment; has suffered and will continue to suffer great pain of body and anguish of mind; has been and will continue to be hospitalized; has been and will continue to be unable to pursue normal activities; and her ability to enjoy life has been permanently adversely affected.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Women & Infants Hospital of Rhode Island, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count LIV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count LI, Paragraphs One through Five of Count LII and Paragraphs One through Seven of Count LIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Women & Infants Hospital of Rhode Island, by its agents', servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has suffered and will continue to suffer severe emotional distress resulting in substantial physical injury.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Women & Infants Hospital of Rhode Island, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

Count LV.

1. The plaintiff, Lindsay M. Clancy, repeats and reavers fully herein Paragraphs One through Six of Count LI, Paragraphs One through Five of Count LII and Paragraphs One through Seven of Count LIII of this complaint as if each were set forth here in its entirety.
2. As a direct and proximate result of the defendant, Women & Infants Hospital of Rhode Island, by its agents' servants', or employees' negligence, breach of warranties and failure to obtain informed consent, the plaintiff, Lindsay M. Clancy, has incurred and will continue to incur great expense for her medical, surgical and hospital care and treatment.

WHEREFORE, the plaintiff, Lindsay M. Clancy, prays judgment against the defendant, Women & Infants Hospital of Rhode Island, in an amount which is just and appropriate to compensate her for her injuries, together with interest and costs.

PLAINTIFF CLAIMS TRIAL BY JURY.

Respectfully submitted,
The plaintiff,
By her attorneys,

/s/William J. Thompson

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