

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
ALVIN FLOYD

*Plaintiff,*

*-against-*

LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D.,  
NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A.,  
PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A.,  
ALEC BROOK-KRASNY, PARKVILLE MEDICAL  
HEALTH P.C., QUALITY HEALTHCARE  
MANAGEMENT, INC. DUANE READE, INC., and  
ACTAVIS PHARMA, INC., ALLERGAN, PLLC

*Defendants.*

-----X  
To the above named Defendants:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
April 10<sup>th</sup>, 2017

**NAPOLI SHKOLNIK, PLLC**  
*Attorneys for Plaintiff*



By: \_\_\_\_\_  
Paul Napoli  
Hunter Shkolnik  
Shayna E. Sacks  
Joseph L. Ciaccio

360 Lexington Avenue – 11<sup>th</sup> Floor  
New York, New York 10017  
(212) 397-1000

## Defendant's Addresses:

LAZAR FEYGIN, M.D.  
1295 3rd Ave Apt 3b  
New York NY 10021-3363

MICHAEL TAITT, M.D.  
240 E 87th St,  
New York, NY 10128-3121

NEVA SOLOMON, F.N.P.  
96 5th Ave # 8M, New York, NY 10011

MARIE NAZAIRE, P.A.  
135 Old East Neck Rd.  
Melville NY 11747-3219

PAUL McMCLUNG, M.D.  
47 Birchwood Dr. S  
Valley Stream NY 11580

JUAN CABEZAS, P.A.  
10211 Roosevelt Ave,  
Corona, NY 11368

PARKVILLE MEDICAL HEALTH, P.C.  
198 Foster Ave – Suite B  
Brooklyn, NY 11230

DUANE READE, INC.  
C/O Corporation Service Company  
80 State Street  
Albany, New York, 12207-2543

ALEC BROOK-KRASNY  
4006 Highland Ave., Apt 2  
Brooklyn NY 11224-1016

QUALITY HEALTHCARE MANAGEMENT, INC  
1523 Voorhies Avenue  
Brooklyn, New York, 11235

ACTAVIS PHARMA, INC.

C/O Corporate Creations Network Inc  
15 North Mill Street  
Nyack, New York, 10960  
ALLERGAN, PLLC  
C/O Corporate Creations Network Inc  
15 North Mill Street  
Nyack, New York, 10960

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X Index No.:  
ALVIN FLOYD,

*Plaintiff,*

VERIFIED COMPLAINT

*-against-*

PLAINTIFF DEMANDS  
A TRIAL BY JURY

LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D.,  
NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A.,  
PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A.,  
ALEC BROOK-KRASNY, PARKVILLE MEDICAL  
HEALTH P.C., QUALITY HEALTHCARE  
MANAGEMENT, INC. DUANE READE, INC., and  
ACTAVIS PHARMA, INC.

*Defendants.*

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Plaintiff, by his attorneys, NAPOLI SHKOLNIK, PLLC , complaining of the Defendants,  
respectfully alleges upon information and belief:

**NATURE OF THE CASE**

1. The Plaintiff, ALVIN FLOYD, has fallen victim to a fraudulent, reckless and criminal scheme perpetuated by his physicians and medical providers and exacerbated by the negligence of the pharmaceutical industry by turning a blind eye.

2. The defendant physicians, including “ring leader” LAZAR FEYGIN, M.D., physicians assistants, excluding NEVA SOLOMON, F.N.P., and ex-assemblyman ALEC BROOK-KRASNY were arrested on or about April 8<sup>th</sup>, 2017, in “Operation Avalanche” on charges including criminal sale of controlled substances, conspiracy, and health care fraud.

3. The nature of this case is best summed up by DEA Special Agent-in-Charge James J. Hunt: “[h]idden within our city were three pill mills disguised as medical clinics, seven drug dealers disguised as medical practitioners.”<sup>1</sup>

<sup>1</sup> <https://www.dea.gov/divisions/nyc/2017/nyc040717.shtml> (accessed on April 11th, 2017).

4. From approximately 2012 through the present, defendants LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A and PARKVILLE MEDICAL HEALTH P.C. (hereinafter “medical provider defendants”) prescribed opioid pain medications, including Oxycodone to the plaintiff.

5. The defendants perpetuated an egregious conspiracy of fraud, deceit and disregard for the safety of patients and the general public in an effort to scam their patients and the government for their own financial benefit.

6. The conspiring defendants have ruined countless lives, including the life of the plaintiff herein, ALVIN FLOYD. While the conspiring defendants continued to make millions of dollars in profits to fund lavish lifestyles, patients such as the plaintiff herein suffer daily from addiction.

7. The medical provider defendants were part of a “vast criminal enterprise that doled out opioids like candy and defrauded Medicare and Medicaid of our millions”.<sup>2</sup>

8. As a result of Operation Avalanche, it was learned that defendant LAZAR FEYGIN, M.D. and his co-defendant medical providers routinely handed out prescriptions for opioid pain medications to induce patients to take unnecessary medical tests. Once the defendants had the patients, such as the plaintiff, addicted to these medications, they would force patients to continue to undergo unnecessary medical testing by the threat of stopping the medications.

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<sup>2</sup> <http://www.nydailynews.com/new-york/ex-state-pol-13-people-busted-brooklyn-pill-mill-scheme-article-1.3030803> (accessed, April 10<sup>th</sup>, 2017).

9. According to Department of Investigation Commission Mark Peters, “[t]he defendants are crooks who stole millions from New York City’s cash-strapped healthcare system.”<sup>3</sup>

10. The defendants’ patients, including the plaintiff, “endured unnecessary procedures knowing they would receive a monthly prescription for the most sought after narcotic on the black market. The fusion of pill mill and Medicaid mill harmed countless people.”<sup>4</sup>

11. The defendant, ALEC BROOK-KRASNY, is an ex-New York State Assemblyman also indicted in his connection to the pill mill scheme perpetuated by co-defendant FEYGIN LAZAR, M.D. and his fellow physicians and medical providers.

12. Defendant ALEC BROOK-KRASNY, “unable to satisfy his greed on a \$92,000 a-year-salary”<sup>5</sup>, worked with co-defendant medical providers and co-defendant QUALITY HEALTHCARE MANAGEMENT, INC to order unnecessary medical tests and falsify results to ensure patients, such as the plaintiff, continued to be prescribed opioid pain medications such as Oxycodone.

13. The plaintiff was continually prescribed opioid pain medications, without a legitimate medical purpose and in disregard for his own safety and well being.

14. The plaintiff, ALVIN FLOYD was never warned about the highly addictive nature of these drugs, the harm they could cause, or the alternatives available.

15. The plaintiff, ALVIN FLOYD, trusted his physicians to provide appropriate medical care and treatment and to look out for his best interested. Instead, ALVIN FLOYD was

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<sup>3</sup> Id.

<sup>4</sup> New York City Special Narcotics Prosecutor Bridget Brennan – as cited in <https://www.longislandpress.com/2017/04/07/3-long-islanders-charged-in-nyc-pill-mill-bust/> (accessed on April 10<sup>th</sup>, 2017).

<sup>5</sup> <http://nypost.com/2017/04/07/ex-assemblyman-indicted-in-6-3m-narcotics-scheme/> (accessed on April 10<sup>th</sup>, 2017)

caused to become addicted and remain addicted to opioid pain medications directly as a result of the defendants.

16. The conspiring defendants have ruined countless lives, including the life of the plaintiff herein, ALVIN FLOYD. While the conspiring defendants continued to make millions of dollars in profits to fund lavish lifestyles, patients such as the plaintiff herein suffer daily from addiction.

17. As stated by Special Agent in Charge Scott J. Lampert, of the U.S. Department of Health and Human Services, Office of Inspector General's New York office: "the defendants in this scheme heartlessly contributed to the opioid epidemic plaguing our society, and compromised the care of thousands of vulnerable citizens."<sup>6</sup>

18. Acting Brooklyn District Attorney Eric Gonzalez said "[t]hese defendants are accused of betraying their oaths as healers and healthcare providers."<sup>7</sup>

19. The defendants forced "vulnerable New Yorkers", such as the plaintiff herein, "to submit themselves to medical tests and treatments that they didn't even need" and showed "not only a clear intention to defraud Medicaid but also an absolute disregard for human dignity."<sup>8</sup>

20. While the conspiring defendants continued to fraudulently prescribe opioid pain medications, co-defendants DUANE READE, INC. and ACTAVIS PHARMA, INC. turned a blind eye and earned substantial profits.

21. From 2013 to the present, the plaintiff continued to fill his opioid pain medication prescriptions from the conspiring defendants at the same Duane Reade Pharmacy in Brooklyn.

22. Pharmacies, such as DUANE READE, INC. have a duty to act as a final gatekeeper between the patient and controlled substances. Pharmacies have a duty to ensure that

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<sup>6</sup> <https://www.dea.gov/divisions/nyc/2017/nyc040717.shtml> (accessed April 11<sup>th</sup>, 2017).

<sup>7</sup> Id.

<sup>8</sup> Department of Social Services Commissioner Steve Banks, as cited in Id.

the medication is being prescribed for a legitimate medical purpose and be aware of any red flags.

23. Defendant ACTAVIS PHARMA, INC. manufacturers, markets and sells opioid pain medications, including generic Oxycodone – the type of opioid pain killer prescribed to the plaintiff.

24. Defendant ACTAVIS PHARMA, INC., in the marketing and selling of its Oxycodone, tracks the amount of pills being sold to different locations and medical providers.

25. Despite obvious red flags that the medical provider defendants were operating a “pill mill” and that the plaintiff had become severely addicted to these pain medications, defendant DUANE READE, INC. negligently continued to fill the plaintiff’s prescription.

26. Despite the obvious red flags that the medical providers defendants were operating a pill mill, defendant ACTAVIS PHARMA, INC. continued to allow its highly addictive Oxycodone medication to be provided and prescribed to the medical providers’ patients, such as the plaintiff herein.

27. Defendants DUANE READE, INC., and ACTAVIS PHARMA, INC. turned a blind eye to the fraudulent and dangerous practices of the medical provider defendants in exchange for tremendous profits from the sale of Oxycodone.

28. The plaintiff, ALVIN FLOYD, like millions of other Americans, has had his life destroyed as the result of his opioid pain addiction – caused by the defendants.

### **THE OPIOID EPIDEMIC**

29. Opioid drugs such as Oxycodone are opiate-based pain relievers and are classified by the United States Drug Enforcement Administration as schedule II controlled substances with a high risk of addiction, dependence, and abuse with the potential to lead to overdose and death.



30. The United States of America and the State of New York are within an opioid epidemic, with the rampant use and abuse of highly addictive prescription opioid medications on the rise for many years.

31. According to the Centers for Disease Control and Prevention (CDC), about 61 percent of the 47,055 lives lost in 2014 were attributed to opioids, such as heroin and prescription opioid medications.

32. According to the New York State Department of Health, Opioid pain medication related deaths increased 30 percent from 2009 to 2013. Opioid related emergency department visits increased 73 percent from 2010 to 2014. According to the Department of Health, prescription opioids accounted for more than 18 weekly fatalities of New Yorkers in 2013. In 2013, there were 75,100 opioid-related in patient hospital admissions in New York.

33. The reckless prescription of opioid pain medications has contributed to an opioid epidemic in New York State, causing significant danger to patients and the general public, as well as an enormous burden on the State of New York.

34. By 2014, nearly two million Americans were either abusing opioid medications or were dependent on opioids.<sup>9</sup> According to the United States Centers for Disease Control and Prevention (“CDC”), opioids have created a “public health epidemic” as of 2016.<sup>10</sup>

35. It is due to the actions of the pharmaceutical industry, as well as medical providers such as the defendants, that the opioid epidemic was created and has spiraled out of control.

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<sup>9</sup> CDC, Injury Prevention & Control: Opioid Overdose, Prescription Opioids. Available at <http://www.cdc.gov/drugoverdose/opioids/prescribed.html> (accessed February 17<sup>th</sup>, 2017).

<sup>10</sup> CDC, *Examining the Growing Problems of Prescription Drug and Heroin Abuse*, (Apr. 29, 2014), <http://www.cdc.gov/washington/testimony/2014/ts0140429.htm> (accessed February 17<sup>th</sup>, 2017).

36. In 2012, it is estimated that 2.1 million people in the United States suffered from substances use disorders related to prescription opioid pain relievers.<sup>11</sup>

37. Deaths from prescription opioids have quadrupled since 1999. From 2000 to 2014 nearly 500,000 people died from such overdoses. Seventy-eight Americans die everyday from opioid overdoses.<sup>12</sup>

38. Between 1996 and 2006, the New York State consumption of hydrocodone increased from approximately 2,000 milligrams (mgs) per person to 12,000 mgs per person. Oxycodone consumption increased from approximately 1,000 mgs per person to 16,000 mgs per person. At the same time, health care admissions for opioid analgesic abuse have risen both nationally and in New York State at rates of greater than 300%.

39. Opioid overdose deaths in New York City increased 66% between 2010 and 2015.<sup>13</sup> There were 937 unintentional drug overdose deaths involving opioids in New York City in 2015.

40. The location of the defendants' illegal opioid prescribing was their practices located within Kings County, New York. Between the years of 2012 and 2014, Kings County ranked first in New York State in drug overdose deaths with 621.<sup>14</sup>

41. New York has suffered and continues to suffer an increased epidemic of opioid and heroin use. It is due to the actions such as the defendants herein that this epidemic continues to grow and ruin or end the lives of many New Yorkers every year.

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<sup>11</sup> Substance Abuse and Mental Health Services Administration, *Results from the 2012 National Survey on Drug Use and Health: Summary of National Findings*, NSDUH Series H- 46, HHS Publication No. (SMA) 13-4795. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2013.

<sup>12</sup> CDC, Injury Prevention & Control: Opioid Overdose, Understanding the Epidemic, *supra*.

<sup>13</sup> <http://www1.nyc.gov/assets/doh/downloads/pdf/epi/databrief74.pdf>

<sup>14</sup> <http://www.countyhealthrankings.org/app/new-york/2016/measure/factors/138/data?sort=desc-3>

**THE PARTIES**

42. At all pertinent times, Plaintiff ALVIN FLOYD was and still is resident of the County of New York, State of New York.

**1. MEDICAL PROVIDER DEFENDANTS**

43. At all pertinent times, defendant PARKVILLE MEDICAL HEALTH, P.C. owned and operated a medical facility located at 198 Foster Avenue, Suite B, Brooklyn New York 11230.

44. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. was a physician duly licensed by the State of New York and held himself out to the general public, and in particular to Plaintiff ALVIN FLOYD, as a physician offering professional services and medical care and treatment.

45. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. was a physician duly licensed by the State of New York licensed to prescribe controlled substances, including opioid pain medications.

46. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. maintained a professional corporation duly organized and existing under the laws of the State of New York.

47. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

48. At all times herein mentioned,, Defendant LAZAR FEYGIN, M.D. was receiving a salary from Defendant PARKVILLE MEDICAL HEALTH P.C.,

49. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D was an agent of Defendant PARKVILLE MEDICAL HEALTH P.C.,

50. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D was an independent contractor of Defendant PARKVILLE MEDICAL HEALTH P.C.,

51. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D was a shareholder of Defendant PARKVILLE MEDICAL HEALTH P.C.,

52. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D was an owner of Defendant PARKVILLE MEDICAL HEALTH P.C.,

53. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. was a director of Defendant PARKVILLE MEDICAL HEALTH P.C.,

54. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. was a manager of Defendant PARKVILLE MEDICAL HEALTH P.C.,

55. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D.. and PARKVILLE MEDICAL HEALTH P.C., stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

56. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. and PARKVILLE MEDICAL HEALTH P.C. stood in such a relationship with each other in their care and treatment of Plaintiff as to make Defendant PARKVILLE MEDICAL HEALTH P.C., liable for the acts and omissions of Defendant LAZAR FEYGIN, M.D.

57. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

58. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D .held himself out to Plaintiff ALVIN FLOYD as a physician qualified to practice medicine.

59. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. held himself out to Plaintiff as a as a physician qualified to practice medicine in the field of pain management.

60. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. received compensation for the services rendered to Plaintiff.

61. At all times herein mentioned and at times preceding, defendant LAZAR FEYGIN, M.D. received financial compensation from the manufacturers of opioid pain medications, including Oxycodone.

62. At all times herein mentioned, and at times prior and subsequent thereto, Defendants LAZAR FEYGIN, M.D. profited from prescribing opioid pain medications to patients and specifically the plaintiff.

63. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. managed the medical care of Plaintiff ALVIN FLOYD.

64. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D. supervised the medical care of Plaintiff ALVIN FLOYD.

65. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

66. At all times herein mentioned, defendant LAZAR FEYGIN, M.D. prescribed opioid pain medications to the plaintiff.

67. At all times herein mentioned, Defendant LAZAR FEYGIN, M.D., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff ALVIN FLOYD.

68. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was a physician duly licensed by the State of New York and held himself out to the general public, and

in particular to Plaintiff ALVIN FLOYD, as a physician offering professional services and medical care and treatment.

69. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was a physician duly licensed by the State of New York licensed to prescribe controlled substances, including opioid pain medications.

70. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. maintained a professional corporation duly organized and existing under the laws of the State of New York.

71. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

72. At all times herein mentioned,, Defendant MICHAEL TAITT, M.D. was receiving a salary from Defendant PARKVILLE MEDICAL HEALTH P.C.,

73. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was an agent of Defendant PARKVILLE MEDICAL HEALTH P.C.,

74. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was an independent contractor of Defendant PARKVILLE MEDICAL HEALTH P.C.,

75. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was a shareholder of Defendant PARKVILLE MEDICAL HEALTH P.C.,

76. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was an owner of Defendant PARKVILLE MEDICAL HEALTH P.C.,

77. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was a director of Defendant PARKVILLE MEDICAL HEALTH P.C.,

78. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was a manager of Defendant PARKVILLE MEDICAL HEALTH P.C.,

79. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. and PARKVILLE MEDICAL HEALTH P.C., stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

80. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. and PARKVILLE MEDICAL HEALTH P.C. stood in such a relationship with each other in their care and treatment of Plaintiff as to make Defendant PARKVILLE MEDICAL HEALTH P.C., liable for the acts and omissions of Defendant MICHAEL TAITT, M.D.

81. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

82. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. held himself out to Plaintiff ALVIN FLOYD as a physician qualified to practice medicine.

83. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. held himself out to Plaintiff as a as a physician qualified to practice medicine in the field of pain management.

84. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. received compensation for the services rendered to Plaintiff.

85. At all times herein mentioned and at times preceding, defendant MICHAEL TAITT, M.D. received financial compensation from the manufacturers of opioid pain medications, including Oxycodone.

86. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. managed the medical care of Plaintiff ALVIN FLOYD.

87. At all times herein mentioned, Defendant MICHAEL TAITT, M.D. supervised the medical care of Plaintiff ALVIN FLOYD.

88. At all times herein mentioned, Defendant MICHAEL TAITT, M.D., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

89. At all times herein mentioned, defendant MICHAEL TAITT, M.D. prescribed opioid pain medications to the plaintiff.

90. At all times herein mentioned, and at times prior and subsequent thereto, Defendants MICHAEL TAITT, M.D. profited from prescribing opioid pain medications to patients and specifically the plaintiff.

91. At all times herein mentioned, Defendant MICHAEL TAITT, M.D., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff ALVIN FLOYD.

92. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was a nurse practitioner duly licensed by the State of New York and held herself out to the general public, and in particular to Plaintiff ALVIN FLOYD, as a physician offering professional services and medical care and treatment.

93. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was a nurse practitioner duly licensed by the State of New York licensed to prescribe controlled substances, including opioid pain medications.

94. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. maintained a professional corporation duly organized and existing under the laws of the State of New York.

95. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,



96. At all times herein mentioned,, Defendant NEVA SOLOMON, F.N.P. was receiving a salary from Defendant PARKVILLE MEDICAL HEALTH P.C.,

97. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was an agent of Defendant PARKVILLE MEDICAL HEALTH P.C.,

98. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was an independent contractor of Defendant PARKVILLE MEDICAL HEALTH P.C.,

99. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was a shareholder of Defendant PARKVILLE MEDICAL HEALTH P.C.,

100. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was an owner of Defendant PARKVILLE MEDICAL HEALTH P.C.,

101. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was a director of Defendant PARKVILLE MEDICAL HEALTH P.C.,

102. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was a manager of Defendant PARKVILLE MEDICAL HEALTH P.C.,

103. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. and PARKVILLE MEDICAL HEALTH P.C., stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

104. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. and PARKVILLE MEDICAL HEALTH P.C. stood in such a relationship with each other in their care and treatment of Plaintiff as to make Defendant PARKVILLE MEDICAL HEALTH P.C liable for the acts and omissions of Defendant NEVA SOLOMON, F.N.P.

105. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

106. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. held herself out to Plaintiff ALVIN FLOYD as a physician qualified to practice medicine.

107. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. held himself out to Plaintiff as a as a physician qualified to practice medicine in the field of pain management.

108. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. received compensation for the services rendered to Plaintiff.

109. At all times herein mentioned, and at times prior and subsequent thereto, Defendants NEVA SOLOMON, F.N.P. profited from prescribing opioid pain medications to patients and specifically the plaintiff.

110. At all times herein mentioned and at times preceding, defendant NEVA SOLOMON, F.N.P. received financial compensation from the manufacturers of opioid pain medications, including Oxycodone.

111. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. managed the medical care of Plaintiff ALVIN FLOYD.

112. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. supervised the medical care of Plaintiff ALVIN FLOYD.

113. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

114. At all times herein mentioned, defendant NEVA SOLOMON, F.N.P. prescribed opioid pain medications to the plaintiff.

115. At all times herein mentioned, Defendant NEVA SOLOMON, F.N.P. by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff ALVIN FLOYD.

116. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was a Physician's Assistant duly licensed by the State of New York and held herself out to the general public, and in particular to Plaintiff ALVIN FLOYD, as a physician's assistant offering professional services and medical care and treatment.

117. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was a physician's assistant duly licensed by the State of New York licensed to prescribe controlled substances, including opioid pain medications.

118. At all times herein mentioned, MARIE NAZAIRE, P.A. maintained a professional corporation duly organized and existing under the laws of the State of New York.

119. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

120. At all times herein mentioned,, Defendant MARIE NAZAIRE, P.A. was receiving a salary from Defendant PARKVILLE MEDICAL HEALTH P.C.,

121. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was an agent of Defendant PARKVILLE MEDICAL HEALTH P.C.,

122. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was an independent contractor of Defendant PARKVILLE MEDICAL HEALTH P.C.,

123. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was a shareholder of Defendant PARKVILLE MEDICAL HEALTH P.C.,

124. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was an owner of Defendant PARKVILLE MEDICAL HEALTH P.C.,

125. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was a director of Defendant PARKVILLE MEDICAL HEALTH P.C.,

126. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. was a manager of Defendant PARKVILLE MEDICAL HEALTH P.C.,

127. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A.. and PARKVILLE MEDICAL HEALTH P.C., stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

128. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. and PARKVILLE MEDICAL HEALTH P.C. stood in such a relationship with each other in their care and treatment of Plaintiff as to make Defendant PARKVILLE MEDICAL HEALTH P.C liable for the acts and omissions of Defendant MARIE NAZAIRE, P.A.

129. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

130. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. held herself out to Plaintiff ALVIN FLOYD as a physician's assistant qualified to practice medicine.

131. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A.. held himself out to Plaintiff as a as a physician qualified to practice medicine in the field of pain management.

132. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A.. received compensation for the services rendered to Plaintiff.

133. At all times herein mentioned, and at times prior and subsequent thereto, Defendants MARIE NAZAIRE, P.A. profited from prescribing opioid pain medications to patients and specifically the plaintiff.

134. At all times herein mentioned and at times preceding, defendant MARIE NAZAIRE, P.A. received financial compensation from the manufacturers of opioid pain medications, including Oxycodone.

135. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. managed the medical care of Plaintiff ALVIN FLOYD.

136. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. supervised the medical care of Plaintiff ALVIN FLOYD.

137. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

138. At all times herein mentioned, defendant MARIE NAZAIRE, P.A. prescribed opioid pain medications to the plaintiff.

139. At all times herein mentioned, Defendant MARIE NAZAIRE, P.A. by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff ALVIN FLOYD.

140. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was a physician duly licensed by the State of New York and held himself out to the general public, and in particular to Plaintiff ALVIN FLOYD, as a physician offering professional services and medical care and treatment.

141. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was a physician duly licensed by the State of New York licensed to prescribe controlled substances, including opioid pain medications.

142. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. maintained a professional corporation duly organized and existing under the laws of the State of New York.

143. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

144. At all times herein mentioned,, Defendant PAUL McMCLUNG, M.D. was receiving a salary from Defendant PARKVILLE MEDICAL HEALTH P.C.,

145. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was an agent of Defendant PARKVILLE MEDICAL HEALTH P.C.,

146. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was an independent contractor of Defendant PARKVILLE MEDICAL HEALTH P.C.,

147. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was a shareholder of Defendant PARKVILLE MEDICAL HEALTH P.C.,

148. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was an owner of Defendant PARKVILLE MEDICAL HEALTH P.C.,

149. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was a director of Defendant PARKVILLE MEDICAL HEALTH P.C.,

150. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was a manager of Defendant PARKVILLE MEDICAL HEALTH P.C.,

151. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. and PARKVILLE MEDICAL HEALTH P.C., stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

152. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. and PARKVILLE MEDICAL HEALTH P.C. stood in such a relationship with each other in their care and treatment of Plaintiff as to make Defendant PARKVILLE MEDICAL HEALTH P.C., liable for the acts and omissions of Defendant PAUL McMCLUNG, M.D.

153. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,

154. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. held himself out to Plaintiff ALVIN FLOYD as a physician qualified to practice medicine.

155. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. held himself out to Plaintiff as a as a physician qualified to practice medicine in the field of pain management.

156. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. received compensation for the services rendered to Plaintiff.

157. At all times herein mentioned and at times preceding, defendant PAUL McMCLUNG, M.D. received financial compensation from the manufacturers of opioid pain medications, including Oxycodone.

158. At all times herein mentioned, and at times prior and subsequent thereto, Defendants PAUL McMCLUNG, M.D. profited from prescribing opioid pain medications to patients and specifically the plaintiff.

159. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. managed the medical care of Plaintiff ALVIN FLOYD.

160. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. supervised the medical care of Plaintiff ALVIN FLOYD.

161. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D. by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

162. At all times herein mentioned, defendant PAUL McMCLUNG, M.D. prescribed opioid pain medications to the plaintiff.

163. At all times herein mentioned, Defendant PAUL McMCLUNG, M.D., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff ALVIN FLOYD.

164. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was a Physician's Assistant duly licensed by the State of New York and held himself out to the general public, and in particular to Plaintiff ALVIN FLOYD, as a physician's assistant offering professional services and medical care and treatment.

165. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was a physician's assistant duly licensed by the State of New York licensed to prescribe controlled substances, including opioid pain medications.

166. At all times herein mentioned, JUAN CABEZAS, P.A. maintained a professional corporation duly organized and existing under the laws of the State of New York.

167. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was an employee of Defendant PARKVILLE MEDICAL HEALTH P.C.,



168. At all times herein mentioned,, Defendant JUAN CABEZAS, P.A. was receiving a salary from Defendant PARKVILLE MEDICAL HEALTH P.C.,

169. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was an agent of Defendant PARKVILLE MEDICAL HEALTH P.C.,

170. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was an independent contractor of Defendant PARKVILLE MEDICAL HEALTH P.C.,

171. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was a shareholder of Defendant PARKVILLE MEDICAL HEALTH P.C.,

172. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was an owner of Defendant PARKVILLE MEDICAL HEALTH P.C.,

173. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was a director of Defendant PARKVILLE MEDICAL HEALTH P.C.,

174. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. was a manager of Defendant PARKVILLE MEDICAL HEALTH P.C.,

175. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. and PARKVILLE MEDICAL HEALTH P.C., stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

176. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. and PARKVILLE MEDICAL HEALTH P.C. stood in such a relationship with each other in their care and treatment of Plaintiff as to make Defendant PARKVILLE MEDICAL HEALTH P.C liable for the acts and omissions of Defendant JUAN CABEZAS, P.A.

177. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. held himself out to Plaintiff ALVIN FLOYD as a physician's assistant qualified to practice medicine.

178. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. held himself out to Plaintiff as a as a physician qualified to practice medicine in the field of pain management.

179. At all times herein mentioned, Defendant JUAN CABEZAS, P.A... received compensation for the services rendered to Plaintiff.

180. At all times herein mentioned, and at times prior and subsequent thereto, Defendants JUAN CABEZAS, P.A... profited from prescribing opioid pain medications to patients and specifically the plaintiff.

181. At all times herein mentioned and at times preceding, defendant JUAN CABEZAS, P.A. received financial compensation from the manufacturers of opioid pain medications, including Oxycodone.

182. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. managed the medical care of Plaintiff ALVIN FLOYD.

183. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. supervised the medical care of Plaintiff ALVIN FLOYD.

184. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

185. At all times herein mentioned, defendant JUAN CABEZAS, P.A. prescribed opioid pain medications to the plaintiff.

186. At all times herein mentioned, Defendant JUAN CABEZAS, P.A. by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff ALVIN FLOYD.

187. At all times herein mentioned, Defendant PARKVILLE MEDICAL HEALTH P.C. was a professional corporation duly licensed under the laws of the State of New York.

188. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C., owned, operated, controlled, and managed a medical facility pursuant to the laws of the State of New York for the care of the sick, known as PARKVILLE MEDICAL HEALTH P.C., located at 198 Foster Avenue, Suite B, Brooklyn, New York 11230 which provided personnel, including doctors, nurses, attendants and others for the care and treatment of its patients and which held itself out to the public as furnishing treatment facilities where patients, including Plaintiff ALVIN FLOYD, could be treated for various ailments.

189. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C., held itself out to the public, and more particularly to Plaintiff ALVIN FLOYD as utilizing and employing medical personnel possessing the proper degree of learning and skill, and it undertook to use reasonable care and diligence in the treatment of Plaintiff ALVIN FLOYD.

190. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C., rendered services to Plaintiff ALVIN FLOYD in the nature of medical diagnosis and treatment.

191. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C. by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, was managing the medical care of Plaintiff.

192. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, maintained the care of Plaintiff.

193. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, supervised the care of Plaintiff.

194. At all pertinent times, Defendant PARKVILLE MEDICAL HEALTH P.C., by and through its employees, personnel, physicians, nurses, assistants, agents and/or partners, controlled the care of Plaintiff.

**2. ALEC BROOK-KRASNY and QUALITY HEALTHCARE MANAGEMENT, INC**

195. Currently and at all times herein, defendant ALEC BROOK-KRASNY is a resident of the State of New York.

196. Defendant ALEC BROOK-KRASNY is a former New York State Assemblyman and Chief Financial Officer of co-defendant QUALITY HEALTHCARE MANAGEMENT, INC.

197. QUALITY HEALTHCARE MANAGEMENT, INC. owned and operated a clinical medical laboratory in the business of providing medical treatment to patients called Quality Laboratory Service, located at 1523 Voorhies Avenue, 2<sup>nd</sup> Floor, Brooklyn NY 11235-3912.

198. Defendant ALEC BROOK-KRASNY was an owner, operator, manager, and/or agent of QUALITY LABORATORY SERVICES, INC.

199. Defendant QUALITY HEALTHCARE MANAGEMENT, INC. is a New York State corporation duly licensed to provide medical and laboratory services within the State of New York.

200. Defendant ALEC BROOK-KRASNY controlled and directed defendant QUALITY HEALTHCARE MANAGEMENT, INC and Quality Laboratory Service, Inc. in its treatment of patients and laboratory testing.

201. At all times herein mentioned, Defendant ALEC BROOK-KRASNY and QUALITY HEALTHCARE MANAGEMENT, INC stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

202. At all times herein mentioned, Defendant QUALITY HEALTHCARE MANAGEMENT, INC and Quality Laboratory Service stood in such a relationship with each other as to make each liable for the acts and omissions of the other.

**3. DUANE READE INC.**

203. That at all times herein mentioned, Defendant DUANE READE, INC. is and was at all times relevant herein, a corporation duly organized under the laws of the State of Delaware and doing business in the State of New York, which held itself out to the public, including Plaintiff as being competently and acceptably staffed with appropriate pharmacy care providers to provide standard and acceptable pharmacy care and treatment.

204. That at all times herein mentioned, defendant DUANE READE, INC. owned and operated a Duane Reade pharmacy located at 2864 Broadway, New York, NY 10025.

205. That at all times herein mentioned, Defendant DUANE READE, INC., provided pharmacy care to the plaintiff, ALVIN FLOYD and ALVIN FLOYD was a patient of DUANE READE, INC.

206. At all times herein mentioned, Defendant DUANE READE, INC. provided pharmaceutical care, through its pharmacists, staff, employees, and/or agents to plaintiff. The identities of these medical staff are unknown at this time.

207. That at all times herein mentioned, Defendant DUANE READE, INC. received compensation for the services rendered to Plaintiff.

208. That at all times herein mentioned, Defendant DUANE READE, INC. employed pharmacists who were duly licensed to administer medications, including controlled substances such as opioid pain medications.

209. That at all times herein mentioned, Defendant DUANE READE, INC. profited from administering medications, including controlled substances such as opioid pain medications.

210. That at all times herein mentioned, Defendant DUANE READE INC., had a duty to the plaintiff to dispense prescription medications appropriately and within proper standards of care.

211. That at all times herein mentioned, defendant DUANE READE, INC. had a duty to dispense medications, including opioid pain medications, only for legitimate medical purposes.

#### **4. ACTAVIS PHARMA, INC and ALLERGAN PLLC.**

212. ACTAVIS PHARMA, INC. is a Delaware corporation with its principal place of business in Parsippany, New Jersey.

213. Upon information and belief, ALLERGAN PLC owns and operates ACTAVIS PHARMA, INC.

214. ACTAVIS PHARMA, INC. and ALLERGAN, PLLC ('herein collectively ACTAVIS') are in the business of researching, developing, manufacturing, promoting, marketing, and selling pharmaceutical medications, including opioid based pain killers.

215. ACTAVIS engages in the business of marketing and selling opioids in New York and across the Country. This includes a generic version of Oxycodone Hydrochloride– National Drug Code #s 1070200901 and 00228287911 (herein “Oxycodone”).

216. Defendant ACTAVIS has conducted substantial business and derived substantial revenue from and within the State of New York. Defendant expected or should have expected its business activities to have consequences with the State of New York as it was engaged in conduct and regularly transacted business in the State of New York.

217. At all relevant times, ACTAVIS provided Oxycodone to co-defendant DUANE READE, INC. for the sale of such medications.

218. At all relevant times, ACTAVIS directly received financial benefit from the prescribing of Oxycodone by the medical provider defendants.

219. In an effort to increase sales, defendant ACTAVIS tracks sales and prescriptions of its product, such as Oxycodone.

220. ACTAVIS has allowed its product to flood areas such as Kings County, New York with opioid pain medications.

221. ACTAVIS has a duty to ensure that its product is not being prescribed, dispensed, and used in a fraudulent and harmful manner.

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

**MEDICAL MALPRACTICE AS TO THE MEDICAL PROVIDER DEFENDANTS AND  
QUALITY HEALTHCARE MANAGEMENT, INC.**

222. Plaintiff repeats, reiterates, and re-alleges each and every allegation continued herein above in paragraphs “1” through “221” inclusive, with the same force and effect as if hereinafter set forth at length.

223. On or around December 1<sup>st</sup>, 2012 through April 7<sup>th</sup>, 2017, and at times period and subsequent thereto, Plaintiff ALVIN FLOYD sought the professional care of Defendants LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A., PARKVILLE MEDICAL HEALTH P.C., QUALITY HEALTHCARE MANAGEMENT, INC. for certain acute medical complaints from which Plaintiff ALVIN FLOYD was suffering, and these Defendants, their agents, servants and employees rendered medical diagnoses, treatment and services to Plaintiff ALVIN FLOYD.

224. The aforesaid medical, nursing care, treatments, and services were rendered carelessly, unskillfully, negligently, and not in accordance with accepted standards of medical, nursing care, treatment, and services in the community.

225. The Defendants, their agents, servants, partners and/or employees negligently and carelessly departed from good and accepted medical practices and procedures rendered for and on behalf of Plaintiff ALVIN FLOYD.

226. The said occurrence was due to the carelessness and professional negligence the Defendants, their agents, servants, partners, and/or employees for failure to timely evaluate, diagnose and treat Plaintiff ALVIN FLOYD and treat the Plaintiff with the accepted and proper medical management and all without any fault or lack of care on the part of the Plaintiff ALVIN FLOYD.

227. By reason of the above, Plaintiff ALVIN FLOYD sustained great pain, agony, injury, suffering, disability, hospitalization, as well as mental anguish and emotional distress.

228. This action falls within one or more of the exceptions set forth in CPLR 1602, and as such the Defendants



229. Pursuant to CPLR Section 1602 (2) (iv), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to, Plaintiff's non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that Defendants owed Plaintiff a non-delegable duty of care.

230. Pursuant to CPLR Section 1602(2)(iv), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to, Plaintiff's non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that said Defendants are vicariously liable for the negligent acts and omissions of its servants, agents, affiliated physicians, surgeons and/or employees.

231. Pursuant to CPLR Section 1602(7), Defendants are jointly and severally liable for all of Plaintiff's damages, including but not limited to Plaintiff's non-economic loss, irrespective of the provisions of CPLR Section 1601, by reason of the fact that said Defendants acted with reckless disregard for the safety of others.

232. By reason of the above, Plaintiff ALVIN FLOYD brings this action as the Plaintiff for conscious pain and suffering, loss of enjoyment of life and for economic damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

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

**UNJUST ENRICHMENT AS TO THE MEDICAL PROVIDER DEFENDANTS,  
ALEC BROOK-KRASNY, and QUALITY HEALTHCARE MANAGEMENT,  
INC.**

233. Plaintiff repeats, reiterates, and re-alleges each and every allegation continued herein above in paragraphs "1" through "232" inclusive, with the same force and effect as if hereinafter set forth at length.

234. The defendants LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., PARKVILLE MEDICAL HEALTH P.C. LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A., ALEC BROOK-KRASNY, PARKVILLE MEDICAL HEALTH P.C., and QUALITY HEALTHCARE MANAGEMENT, INC., through their deceitful, fraudulent, negligence, reckless, wanton and willful conduct directly benefited from the medical treatment of plaintiff, including the prescription of opioid pain medications.

235. The above named defendants benefitted financially from the prescription of opioid pain medications to the plaintiff, without a legitimate medical purpose.

236. The above named defendants deceitfully, negligently, recklessly, and purposefully altered test results to continue to prescribe opioid pain medications, without a legitimate medical purpose, to patients such as the plaintiff.

237. The above named defendants have received financial compensation for the treatment of patients and prescription of opioid pain medications, including to the plaintiff, through wrongdoing, illegality and criminality.

238. The above named defendants took advantage of patients addiction and dependence on opioid pain medications, such as the plaintiff herein, for their own financial benefit.

239. The above named defendants received financial benefit at the expense of their patients, such as the plaintiff.

240. The above named caused physical and psychological harm to their patients, including the plaintiff, in exchange for financial benefit.

241. Equity and good conscience require restitution to the plaintiff.

242. By reason of the above, Plaintiff ALVIN FLOYD brings this action as the Plaintiff for conscious pain and suffering, loss of enjoyment of life, economic damages, both general and special, as well as punitive damages in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION:**

**FRAUD AND DECEIT AS TO THE MEDICAL PROVIDER DEFENDANTS,  
ALEC BROOK-KRASNY and QUALITY HEALTHCARE MANAGEMENT, INC.**

243. Plaintiff repeats, reiterates, and re-alleges each and every allegation continued herein above in paragraphs “1” through “242” inclusive, with the same force and effect as if hereinafter set forth at length.

244. The defendants, LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., PARKVILLE MEDICAL HEALTH P.C. LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A., ALEC BROOK-KRASNY, PARKVILLE MEDICAL HEALTH P.C., and QUALITY HEALTHCARE MANAGEMENT, INC., partook in a fraudulent scheme to overprescribe opioid pain medications to patients, such as the plaintiff herein, to the detriment of their patients.

245. The defendants fraudulently misrepresented and misled their patients, such as the plaintiff herein, the need for opioid pain medications, despite the lack of legitimate medical purpose.

246. The defendants fraudulently misrepresented and misled their patients, such as the plaintiff herein, as to the addictive nature and dangers of opioid pain medications.

247. The defendants herein purposefully continued to prescribe opioid pain medications with disregard to the safety and health of their patients, including the plaintiff herein, for their own financial benefit.

248. The defendants herein fraudulently and deceitfully led the plaintiff to believe that the opioid pain medications were being prescribed in the interested of the plaintiff's health. In fact, plaintiff was being misled as to the need and safety of these drugs solely for the profit of the defendants.

249. The plaintiff herein was a patient of the defendants from approximately 2013 through the present time.

250. During this time period, the defendants violated their duty of care to the plaintiff in fraudulently inducing the plaintiff to continue to take opioid pain medications.

251. During this time period, the defendants herein falsified medical testing and results related to the plaintiff to continue to prescribe the plaintiff opioid paid medications, despite a legitimate medical purpose.

252. The plaintiff relied upon the misrepresentations and fraud of the defendants in his medical care, including continuing to take opioid paid medications.

253. The plaintiff, as would any reasonable person, continued to rely upon the fraud and misrepresentations of the defendants, his physicians and medical providers.

254. The defendants herein, through their fraud, misrepresentations and omissions intended on deceiving their patients, including the plaintiff herein.

255. The defendants herein intentionally misrepresented to the plaintiff his addiction and dependence on opioid pain medications for the purpose of the financial benefit of continuing to prescribe and treat the plaintiff, to the plaintiff's detriment.

256. The defendants herein fraudulently deceived and misrepresented to the plaintiff the need for continued prescriptions of opioid pain medications.

257. After ensuring that their patients continued to remain addicted and dependent on opioid pain medications, including the plaintiff herein, the defendants herein threatened to withhold these medications unless their patients, including the plaintiff, submitted to unnecessary medical testing.

258. The defendants profited financially from this unnecessary medical testing.

259. As a result of the plaintiff's reliance on the defendants' above described fraud, the plaintiff suffered significant physical, economic, and psychological injuries.

260. As a result of the plaintiff's reliance on the defendants' above described fraud, the plaintiff became and has continued to be addicted and/or dependent on opioid pain medications, causing significant physical injury.

261. The actions, inactions, omissions and conduct of the named Defendants with respect to the treatment of the plaintiff ALVIN FLOYD displayed a reckless indifference to the safety and well-being of the plaintiff and a wanton disregard for plaintiff's rights.

262. Despite knowledge of the highly addictive and dangerous affects of opioid pain medications the defendants continued to reckless prescribe and administer these medications to the plaintiff, ALVIN FLOYD.

263. The negligence, fraud, and criminality of the defendants caused and contributed to the current opioid epidemic, causing significant harm to both the plaintiff and the general public.

264. The actions of the defendants amount to gross, wanton or willful fraud, dishonesty, and malicious wrongdoing as to involve a high degree of moral culpability.

265. The actions of the defendants were motivated by morally culpable, evil and reprehensible motives. The defendants intentionally disregarded the safety and health of their patients and the general public for their own financial gain.

266. By reason of the above, Plaintiff ALVIN FLOYD brings this action as the Plaintiff for conscious pain and suffering, loss of enjoyment of life, economic damages, both general and special, as well as punitive damages in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION:**

**NEGLIGENCE AS TO DEFENDANT DUANE READE, INC.**

267. Plaintiff repeats, reiterates, and re-alleges each and every allegation continued herein above in paragraphs “1” through “266” inclusive, with the same force and effect as if hereinafter set forth at length.

268. Defendant DUANE READE, INC. by and through its agents/employees, had a duty to provide safe and appropriate prescription dispensing care and treatment.

269. The above named Defendant individually and/or by through their employees and/or agents, without limitation, deviated from acceptable standards of care in their care and treatment of plaintiff, ALVIN FLOYD.

270. That Defendants, in the dispensing of controlled substances, had a duty to follow and abide by all applicable state and federal laws, including Title 21 of the Code of Federal Regulations, Sections 1301.71, 1301.74, 1306.4, and 825.

271. Defendants rendered negligent and/or substandard pharmacy dispensing care and treatment to Plaintiff.

272. The defendant, DUANE READE, INC, negligently dispensed opioid pain medications to the plaintiff , ALVIN FLOYD, herein despite a lack of legitimate medical purpose.

273. The defendant, DUANE READE, INC., continued to negligently dispense opioid pain medications to the plaintiff herein despite evidence that the medical providers were negligently and fraudulently prescribing these medications.

274. The defendant, DUANE READE, INC. negligently ignored red flags that the plaintiff's medications were not being prescribed for legitimate medical purposes.

275. By reason of the above, Plaintiff sustained great pain, agony, injury, suffering, disability, hospitalization, mental anguish, and emotional distress.

276. The acts and omissions of defendant DUANE READE, INC. in dispensing medications, were in wanton, willful and reckless disregard for the safety and wellbeing of their patients, including the plaintiff herein.

277. As a direct, proximate and foreseeable result of DUANE READE, INC.'s breach of duty, the plaintiff herein has suffered harm and injury.

278. By reason of the above, Plaintiff ALVIN FLOYD brings this action as the Plaintiff for conscious pain and suffering, loss of enjoyment of life, economic damages, both general and special, as well as punitive damages in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION:**  
**NEGLIGENCE AS TO DEFENDANTS ACTAVIS PHARMA, INC./ALLERGAN PLC.**

279. Plaintiff repeats, reiterates, and re-alleges each and every allegation continued herein above in paragraphs "1" through "278" inclusive, with the same force and effect as if hereinafter set forth at length.

280. Federal and State regulations require ACTAVIS to track suspicious orders and notify law enforcement if there are orders which they suspect are misusing their product.

281. ACTAVIS knowingly, recklessly and/or negligently allowed its product OXYCODONE to continue to be prescribed by illegal pill mills, such as the medical provider defendants named herein.

282. As a direct result of the inaction of ACTAVIS, huge quantities of Oxycodone were prescribed by the defendant medical providers named herein, including to the plaintiff ALVIN FLOYD.

283. ACTAVIS' improper actions placed profits over the welfare of the general public, including the plaintiff herein.

284. ACTAVIS breached its duty by failing to take appropriate action to stop its product, Oxycodone from being prescribed for fraudulent and illegal purposes, such as the prescriptions given to the plaintiff herein; by failing to prevent the illegal prescriptions of Oxycodone; by failing to maintain effective controls against prescriptions which weren't for legitimate medical purposes; failing to design, implement, and operate a system to disclose suspicious orders of controlled substances such as Oxycodone as required by regulations; and/or by failing to establish, implement, and follow an Oxycodone abuse and diversion detection program consisting of internal procedures designed to identify potential suspicious orders and/or prescriptions.

285. ACTAVIS continued to supply Oxycodone to suspicious physicians and pharmacies, including the defendants herein despite numerous red flags.



286. ACTAVIS allowed its product to become a tool in the fraudulent scheme of the co-defendants herein to earn profits while causing harm to their patients, including the plaintiff herein.

287. As a directly result of the actions and/or omission of defendant ACTAVIS, the plaintiff continued to improperly receive opioid medications and suffered the injuries related thereto.

288. As a direct, proximate and foreseeable result of ACTAVIS' breach of duty, the plaintiff herein has suffered harm and injury.

289. By reason of the above, Plaintiff ALVIN FLOYD brings this action as the Plaintiff for conscious pain and suffering, loss of enjoyment of life, economic damages, both general and special, as well as punitive damages in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION:**  
**LACK OF INFORMED CONSENT**

290. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained herein above in paragraphs "1" through "289" inclusive, with the same force and effect as if hereinafter set forth at length.

291. Defendants, their agents, servants and employees, failed to inform Plaintiff ALVIN FLOYD of the reasonably foreseeable risks and benefits of, and alternatives to, the treatment proposed and rendered, which would have been disclosed by a reasonable medical practitioner in similar circumstances, in consequence of which Defendants failed to obtain an informed consent thereto.

292. Reasonably prudent persons in the Plaintiff's position would not have consented to the treatment rendered, in connection with the Plaintiff's condition if they had been fully informed of the risks, hazards and alternatives connected with said procedures.

293. By reason of the above, Plaintiff ALVIN FLOYD sustained great pain, agony, injury, suffering, disability, hospitalization, as well as mental anguish and emotional distress.

294. By reason of the above, Plaintiff ALVIN FLOYD brings this action as the Plaintiff for conscious pain and suffering, loss of enjoyment of life and for economic damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION:**  
**VICARIOUS RESPONSIBILITY**

295. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained herein above in paragraphs "1" through "294" inclusive, with the same force and effect as if hereinafter set forth at length.

296. Defendants prior to the granting or renewing of privileges or employment of Defendants, residents, and others involved in the Plaintiff's care failed to investigate the qualifications, competence, capacity, abilities and capabilities of said Defendants, residents, and other employees including, but not limited to, obtaining the following information: patient grievances, negative health care, outcomes, incidents and injuries to patients, medical malpractice actions commenced against said persons, including the outcome thereof, any history of association, privilege and/or practice at other institutions, any discontinuation of said association, employment privilege and/or practice at said institution, and any pending professional misconduct proceedings in this State or in any other State, the substance of the allegations and such proceedings and any additional information concerning such proceedings and the findings of such proceedings, and

failed to make sufficient inquiry of the doctors, and/or employee in institutions which should and did have information relative to the capacity, capability, ability and competence of said persons rendering treatment.

297. Had the Defendants made the above described inquiry or, in the alternative, had the Defendants reviewed and analyzed the information obtained in a proper manner, privileges and/or employment would not have been granted and/or renewed.

298. By reason of the Defendants' failure to meet the aforementioned obligation, Plaintiff was treated by doctors, and/or other employees, who were lacking the requisite skills, abilities, competence and capacity, as a result of which the Plaintiff sustained severe injuries and complications.

299. By reason of the above, Plaintiff ALVIN FLOYD brings this action, as the Plaintiff, for conscious pain and suffering, loss of enjoyment of life and for economic damages, both general and special, in an amount that exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff ALVIN FLOYD demands judgment against all Defendants herein on the First Cause of Action; the Second Cause of Action; the Third Cause of Action; the Fourth Cause of Action; the Fifth Cause of Action; the Sixth Cause of Action and the Seventh Cause of Action, in compensatory, economic and punitive damages, in an amount that exceeds the Jurisdictional limitations of all lower courts that would otherwise have jurisdiction over this action, together with the interest, costs and disbursements of same allowed by law.

Dated: New York, New York  
April 14<sup>th</sup> 2017

**NAPOLI SHKOLNIK, PLLC**  
*Attorneys for Plaintiff*



By: \_\_\_\_\_

Paul Napoli  
Hunter Shkolnik  
Joseph L. Ciaccio  
Shayna E. Sacks  
360 Lexington Avenue – 11<sup>th</sup> Floor  
New York, New York 10017  
(212) 397-1000

**VERIFICATION**

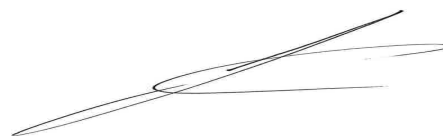
I, Joseph L. Ciaccio, an attorney duly admitted to practice law in the Courts of this State, affirm the following under penalties of perjury:

I am the attorney for the Plaintiff in the above entitled-action. I have read the foregoing **VERIFIED COMPLAINT** and know the contents thereof, and upon information and belief, affirmant believes after an inquiry reasonable under the circumstances the matters alleged herein to be true, and that the contentions herein are not frivolous, as that term is defined in part 130.

The reason this verification is made by affirmant and not by Plaintiffs is that the Plaintiffs herein resides in a County other than the County in which I maintain my offices.

The source of affirmant's information and the grounds of his belief are communications, papers, reports and investigations contained in the file maintained by this office.

Dated: New York, New York  
April 14<sup>th</sup>, 2017



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Joseph L. Ciaccio

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X Index No.: \_\_\_\_\_  
ALVIN FLOYD

*Plaintiff,*

CERTIFICATE OF MERIT

*-against-*

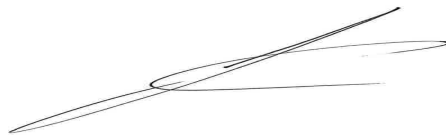
LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D.,  
NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A.,  
PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A.,  
ALEC BROOK-KRASNY, PARKVILLE MEDICAL  
HEALTH P.C., QUALITY HEALTHCARE  
MANAGEMENT, INC. DUANE READE, INC.,  
ACTAVIS PHARMA, INC., and ALLERGAN PLLC

-----X

**JOSEPH L. CIACCIO**, the attorney for the plaintiff in the above action, declares that a physician licensed to practice in the State of New York or in any other state, who is knowledgeable of the relevant issues, was consulted.

On the basis of this consultation, the attorney has concluded that there is a reasonable basis for commencement of this action.

Dated: New York, New York  
April 14<sup>th</sup>, 2017



\_\_\_\_\_  
JOSEPH L. CIACCIO

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
ALVIN FLOYD

*Plaintiff,*

*-against-*

LAZAR FEYGIN, M.D., MICHAEL TAITT, M.D., NEVA SOLOMON, F.N.P., MARIE NAZAIRE, P.A., PAUL McMCLUNG, M.D., JUAN CABEZAS, P.A., ALEC BROOK-KRASNY, PARKVILLE MEDICAL HEALTH P.C., QUALITY HEALTHCARE MANAGEMENT, INC. DUANE READE, INC., and ACTAVIS PHARMA, INC.

*Defendants.*

-----X

**SUMMONS AND VERIFIED COMPLAINT**

**NAPOLI SHKOLNIK, PLLC**

Attorneys for Plaintiffs  
360 Lexington Avenue – 11<sup>th</sup> Floor  
New York, NY 10017  
212-397-1000

The undersigned attorney hereby certifies, pursuant to 22 NYCRR 130-1.1-a that he/she has read the within papers and that same are not frivolous as that term is defined in 22 NYCRR 130-1.1(c).



\_\_\_\_\_  
JOSEPH L. CIACCIO

Service of a copy of the within is hereby admitted.

Dated, \_\_\_\_\_  
ATTORNEY(S) FOR

PLEASE TAKE NOTICE:

NOTICE OF ENTRY

that the within is a (certified) true copy of an \_\_\_\_\_ duly entered in the office of the clerk of the within named court on \_\_\_\_\_ 201\_\_.

NOTICE OF SETTLEMENT

that an order \_\_\_\_\_ of which the within is a true copy will be presented for settlement to the HON. \_\_\_\_\_ one of the judges of the within named Court, at \_\_\_\_\_ on \_\_\_\_\_ 201\_\_ at \_\_\_\_\_ O'clock \_\_\_\_M.

Dated, \_\_\_\_\_

Yours, etc.

NAPOLI SHKOLNIK, PLLC