

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

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Wen-Jay Ying,

SUMMONS

Plaintiff,

Emil W. Chynn, M.D., IWANT2020.Com, Inc.,
d/b/a Park Avenue LASEK,

Defendants.

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To the above-named Defendants Above:

PLEASE TAKE NOTICE THAT YOU ARE HEREBY SUMMONED to appear in this action by serving a notice of appearance on the Plaintiff at the address set forth below within 20 days after the service of this Summons (not counting the day of service itself), or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to appear or answer, a judgment will be taken against you by default for relief demanded below.

Dated: March 12, 2024
Chappaqua, New York

LAW OFFICE OF TODD J. KROUNER, P.C.



By: TODD J. KROUNER
Attorneys for Plaintiff
93 North Greeley Avenue
Chappaqua, New York 10514
(914) 238-5800

Defendants' Addresses:

Emil W. Chynn, M.D.
102 East 25th Street
New York, New York 10010

Iwant2020.com, Inc., d/b/a/Park Avenue LASEK
102 East 25th Street
New York, New York 10010

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

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Wen-Jay Ying,

Plaintiff,

VERIFIED COMPLAINT

Emil W. Chynn, M.D., IWANT2020.Com, Inc.,
d/b/a Park Avenue LASEK,

Defendants.

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Plaintiff, Wen-Jay Ying (“Ms. Ying” or the “Plaintiff”), as and for her Verified

Complaint, respectfully alleges, upon information and belief, at all times relevant to this action,
as follows:

PARTIES

1. Plaintiff is a resident of the County of Kings, State of New York.
2. Defendant Emil W. Chynn (“Dr. Chynn”), was and is a physician, duly licensed to practice medicine in the State of New York.
3. Defendant IWANT2020.COM, Inc., d/b/a Park Avenue LASEK (“Park Avenue LASEK”), was and is a professional corporation existing under the laws of the State of New York, with its principal place of business at 102 East 25th Street, New York, New York 10010.
4. Pursuant to CPLR § 503, Plaintiff designates New York County as a place of venue based on Dr. Chynn’s address.

FACTUAL BACKGROUND

5. Dr. Chynn boasted on his website that he is the “most experienced eye surgeon in the US.”
6. Dr. Chynn further boasted on his website that he “graduated from Harvard,

Columbia, Emory, Dartmouth and NYU and has performed 1,000 PRKs, 5,000 LASIKs, 10,000 epiLASEKs, 15,000 LASEKs – more than any [sic] surgeon in the US.”

7. Dr. Chynn advertised on his website that he is “the only laser vision correction surgeon in NY, NJ, CT or PA who is an authorized provider for all major medical insurance plans, including GHI, Oxford, Cigna, BCBS, Emblem, Empire, Medicare, and Oscar (among others), as well as all major vision insurance plans, including VSP and EyeMed.”

8. Dr. Chynn’s website represented that “unlike LASIK, LASEK is a non-invasive surgery that does not involve cutting into the delicate layers of your eyes.” Dr. Chynn’s website further represented that “because it’s 100% non-cutting and 100% non-invasive, it’s 10x safer than LASIK.”

9. As of February 2024, Dr. Chynn posted on his website 32 five-star Google reviews from patients.

10. Dr. Chynn created a marketing campaign stating that “as long as you have good medical insurance, you can get our newer, safer, better, non-cutting LASEK for the same price as their older, cheaper, cutting LASIK (because we will use the money we get from your medical insurance to match their price).”

11. Based on such advertisements, guarantees and representations, on or about August 28, 2023, Plaintiff came under the care and treatment of Dr. Chynn and Park Avenue LASEK (collectively, the “Defendants”) for purposes of consulting and scheduling LASEK surgery (the “Initial Consultation”).

12. Although Defendants informed Plaintiff prior to the Initial Consultation that the Initial Consultation would be free of charge, Defendants insisted on Plaintiff making a deposit in

the amount of \$500. Plaintiff hesitated, and reminded the Defendants that they had represented that the Initial Consultation was supposed to be free. When Dr. Chynn found out about Plaintiff's hesitation, he became very angry with her. Dr. Chynn explained to Plaintiff that the cost of surgery would be reduced by the deposit amount should Plaintiff chose to pay it on the day of the Initial Consultation.

13. After the Initial Consultation, Plaintiff noticed that her insurance was charged by the Defendants for contact lens fitting, evaluations, and eye exams, for the total amount of \$593.55.

14. Plaintiff sought a LASEK consultation with Defendants, in part, so that she would not have to wear contact lenses (or glasses). Indeed, contrary to her insurance billing, Plaintiff never received any contact lens fitting from Defendants.

15. On September 14, 2023, Dr. Chynn performed bilateral LASEK surgery on Plaintiff's eyes (the "Subject Surgery").

16. Defendants told Plaintiff that Dr. Chynn performs surgeries for public viewing of his surgical suite facing East 25th Street, and stream it live on his Instagram account. When Plaintiff stated that she was not comfortable with that, Defendants threatened to "fine" her if she refused.

17. For the surgery on Plaintiff's left eye, Defendants erroneously programmed the surgical laser, and tripled the amount of treatment. Plaintiff is haunted by the smell of the tissue in her left eye being fried, or ablated, by Dr. Chynn.

18. Predictably, Dr. Chynn's overcorrection left Plaintiff functionally blind in her left eye, and with few, if any, prospects for remediation of her visual problems.

19. During post-operative care, Dr. Chynn was verbally abusive to Plaintiff in person, in writing, and on the telephone. He falsely blamed Plaintiff for the bad result of the Surgery. On September 28, 2023, Dr. Chynn told Plaintiff that she was overcorrected because she “took a long time to look straight under the laser.” In fact, the truth is that the Defendants misprogrammed the surgical laser for Plaintiff’s treatment and did not recognize their blunder.

AS AND FOR A FIRST CAUSE OF ACTION
For Medical Malpractice

20. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 19, above.

21. The ophthalmology care, treatment, advice, surgeries, and services rendered to Plaintiff by the Defendants, their agents, servants, and employees, were done in a negligent manner and not in accordance with good and accepted ophthalmology and eye surgery practice.

22. Dr. Chynn, individually and/or through agents, servants, and employees, was negligent and committed malpractice in that the ophthalmology treatment and advice, care, and services were rendered in an improper, negligent, and careless manner, including but not limited to:

- a. failing to adhere to his duty to care for Plaintiff using the standard of care normally exercised by physicians generally under like conditions and similar surroundings;
- b. failing to render appropriate medical care and treatment to Plaintiff;
- c. negligently misprogramming the excimer laser;
- d. negligently failing to recognize that the excimer laser had been misprogrammed;
- e. negligently failing to heed the warnings generated by the excimer laser;
- f. negligently proceeding with the Subject Surgery;
- g. failing to heed Plaintiff’s condition;

- h. departing from accepted standards in the procedures and treatment performed;
- i. failing to follow appropriate practice;
- j. in failing to properly examine Plaintiff;
- k. failing to properly treat Plaintiff's eyes; and
- l. failing to train, supervise and manage the technicians and staff assisting with the Subject Surgery.

23. One or more of the foregoing acts or omissions by Dr. Chynn was a proximate cause of the injuries and damages sustained by Plaintiff.

24. As a direct and proximate result of the negligence of Dr. Chynn, Plaintiff experienced excruciating pain and suffering, suffered loss of vision, was otherwise grievously injured and damaged because of the consequences of the Subject Surgery.

25. Park Avenue LASEK is vicariously liable under the laws of agency and respondeat superior for the acts and omissions of its agents, servants and/or employees who negligently treated and/or negligently cared for Plaintiff, while she was a patient of the Defendants.

26. Park Avenue LASEK, through its agents, servants, and employees, was negligent and committed malpractice in that the ophthalmology treatment and advice, care, and services were rendered in an improper, negligent, and careless manner, including but not limited to:

- a. failing to train, supervise and manage Dr. Chynn, and its technician(s).
- b. failing to promulgate and/or enforce surgical protocols to prevent the negligent acts complained of herein, and in particular, the failure to require cross-checking and/or the failure to competently assure that the data was entered into the excimer laser correctly.

27. One or more of the foregoing acts or omissions by Park Avenue LASEK was a proximate cause of the injuries and damages sustained by Plaintiff.

28. By reason of the foregoing negligence and malpractice of the Defendants, Plaintiff was caused to and did sustain grave, serious and permanent personal injuries.

29. By reason of the foregoing, Plaintiff incurred medical and other expenses and will continue to incur expenses in the future.

30. By reason of the foregoing, Plaintiff was incapacitated from her usual duties and activities.

31. By reason of the foregoing, Plaintiff sustained lost wages, economic damages, and impairment of future earning capacity.

32. By reason of the foregoing, Plaintiff suffered emotional distress.

33. As a result of the foregoing, Plaintiff has been damaged in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION
For Lack of Informed Consent

34. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 33, above.

35. The Defendants each failed to inform Plaintiff of the risks, benefits and alternatives connected with the treatment rendered and procedures so that an informed consent could be given.

36. Reasonably prudent persons in the Plaintiff's position would not have undergone the treatment rendered and procedures performed if they had been fully informed of the risks, benefits and alternatives connected with said treatment rendered and procedures performed.

37. The Defendants' failures to inform Plaintiff of the risks, benefits, and alternatives adequately and fully to the treatment rendered and procedures performed were a proximate cause

of the injury Plaintiff sustained.

38. As a consequence of the foregoing there was no informed consent to the treatment rendered and procedures performed.

39. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION
For Violation of N.Y. Gen. Bus. Law § 349

40. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 39, above.

41. The Defendants engaged in deceptive acts or practices in the conduct of their business, trade or commerce in the furnishing of services that were and are unlawful under N.Y. Gen. Bus. Law § 349. In particular, the Defendants' website deceptively advertised and solicited Plaintiff and prospective consumers and patients of the Defendants that:

(a) Dr. Chynn is the only authorized provider of refractive surgery for all major medical insurance plans;

(b) LASEK was non-invasive and safe; and

(c) Defendants would use patients' insurance to bring down the cost of surgery.

42. Plaintiff relied upon Defendants' deceptive acts and practices on Defendants' website when she chose to have the Subject Surgery performed by Dr. Chynn.


43. As a result of Defendants' deceptive acts or practices, Plaintiff suffered severe and permanent injuries and damages.

44. For Defendants' violations of the N.Y. Gen. Bus. Law § 349, Plaintiff seeks compensatory damages, equitable injunctive relief to enjoin the Defendants from continuing to engage in unlawful practices upon the consuming public generally, and attorney's fees.

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the attorney's fees, costs, and disbursements of this action.

Dated: March 12, 2024
Chappaqua, New York

LAW OFFICE OF TODD J. KROUNER, P.C.


By: TODD J. KROUNER
Attorneys for Plaintiff
93 North Greeley Avenue
Chappaqua, New York 10514
(914) 238-5800

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

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WEN-JAY YING,

Plaintiff,

-against-

CERTIFICATE OF MERIT

EMIL W. CHYNN, M.D., IWANT2020.COM, INC.,
d/b/a PARK AVENUE LASEK,

Defendants.

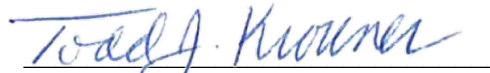
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The undersigned, an attorney admitted to practice in the courts of New York State,
shows:

Affirmant is the attorney of record of plaintiff in the above-captioned action and states:

1. I have reviewed the facts of this case.
2. I have consulted with at least one physician, duly licensed to practice, whom I reasonably believe is knowledgeable in the relevant issues involved in this particular action.
3. I have concluded on the basis of said review consultation that there is a reasonable basis for the commencement of this action.

Dated: March 12, 2024
Chappaqua, New York



Todd J. Krouner