

IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
LAW DEPARTMENT, FIRST DISTRICT

FILED
2/6/2025 11:36 PM
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COOK COUNTY, IL
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Valentina Appari]
PLAINTIFF]
V.]
Vanessa Scanio]
Leon Tcheupdjian, MD,]
The Liposuction & Cosmetic Surgery]
Institute]
Longevity Spa, Inc,]
Forrester Laboratories, Inc.]
Leslie Forrester]
DEFENDANT'S]

No. 2024L007478

FILED DATE: 2/6/2025 11:36 PM 2024L007478

PLAINTIFF'S AMENDED COMPLAINT

NOW COMES the Plaintiff, VALENTINA APPARI, by her Attorney FRANK R. DIFRANCO of DiFranco & Associates, P.C., Ilia Usharovich, and Lou Karnezis and files this Amended Complaint against the Defendants, Vanessa Scanio, Longevity Spa, Inc, Forrester Laboratories, Inc., Leon Tcheupdjian, MD, The Liposuction & Cosmetic Surgery Institute, and Leslie Forrester, with locations in the counties of Cook and DuPage, and states the following:

PARTIES

1. Plaintiff, VALENTINA APPARI is an individual residing in Itasca, Illinois in the County of DuPage.
2. Upon information and belief, Defendant, VANESSA SCANIO is an individual residing in the County of Cook.
3. Upon information and belief, Defendant, LEON FORRESTER TCHEUPDJIAN ("Dr. Tcheupdjian"), is an individual residing in the City of

Chicago, Illinois within the County of Cook and a medical doctor licensed to practice in the state of Illinois.

4. Defendant, THE LIPOSUCTION & COSMETIC SURGERY INSTITUTE ("The Institute") is an Illinois corporation that provides medical services, including but not limited to, liposuction, cosmetic surgery procedures, and other medical procedures in Cook County Illinois, and within the State of Illinois at their various locations located in Arlington Heights, Chicago, Naperville, and Oak Brook.
5. Defendant, LONGEVITY SPA, INC, is an Illinois corporation that provides medical services and other therapeutic services in Cook County Illinois, and within the State of Illinois at their various locations located in Arlington Heights, Chicago, Naperville, and Oak Brook. LONGEVITY SPA, INC is also doing business under the assumed names of Wrinkle Fairy, Co and/or Wrinkle Fairy Institute, Inc.
6. Defendant, FORRESTER LABORATORIES, INC., is an Illinois corporation that provides medical services and other therapeutic services at in Cook County Illinois, and within the State of Illinois at their various locations located in Arlington Heights, Chicago, Naperville, and Oak Brook. FORRESTER LABORATORIES, INC is doing business under the assumed names of Wrinkle Fairy, Co and/or Wrinkle Fairy Institute, Inc,

7. Upon information and belief LESLIE FORRESTER is an individual residing in Chicago, Illinois in the County of Cook and a medical doctor licensed to practice in the state of Illinois.

INTRODUCTION

8. The Institute provides liposuction and cosmetic surgery procedures in Chicago, Arlington Heights, Oak Brook, Naperville and the surrounding areas.

9. Defendant Leon Forrester Tcheupdjian, M.D. is the Owner, Founder & Medical Director of the Institute.

10. Defendant Leslie Forrester, MSN, APRN, A-GNP-C (Nurse Practitioner) is an employee of the institute.

11. Defendant Leslie Forrester also operates FORRESTER LABORATORIES, INC and is doing business under the assumed names of Wrinkle Fairy, Co and/or Wrinkle Fairy Institute, Inc.

12. Sometime around 2020 Plaintiff went to the Defendants to obtain medical services at the location of 1700 West Central Road Arlington Heights, Illinois 60005.

13. Plaintiff's appointments for these medical services were made with the Institute through an employee or agent who indicated they worked for the Institute.

14. Plaintiff was a patient of the Defendants from at least the years of 2020 through 2023.

- 15.** From at least 2020 through 2023 Plaintiff received medical procedures and services from The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.
- 16.** Primarily, Leslie Forrester performed the medical services on Plaintiff. However, other persons employed by The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester performed the medical services as well.
- 17.** On at least one occasion, Dr. Tcheupdjian also performed the medical services on Plaintiff.
- 18.** Plaintiff paid for her medical services using a credit/debit card and occasionally paid in cash.
- 19.** These procedures and services took place at 1700 W. Central Road, Arlington Heights, Illinois 60005, and 365 Summit Avenue Suite 1, Oakbrook Terrace, Illinois 60181.
- 20.** When providing these services to Plaintiff the Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester, created, handled, collected, disseminated, and/or otherwise dealt with the nonpublic personal information of Plaintiff. Specifically, Plaintiff's "Medical information" regarding her medical history, her mental or physical condition, her medical treatment, and/or any diagnosis by a healthcare professional.
- 21.** In response to The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, Leslie Forrester's requests for information from the

Plaintiff in relation to these medical services Plaintiff provided her comprehensive medical history, which included but was not limited to a history of her medication, medical conditions, allergies, stroke history, and other medical and personal information to The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.

- 22.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester own, license, maintain, or store records that contain personal information concerning the personal and medical information of Plaintiff and other Illinois residents.
- 23.** Vanessa Scanio is and was an employee of The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester and was employed as a receptionist at both the Oak Brook (365 Summit Avenue, Oak Brook Terrace, Illinois 60181) and the Chicago (106 E. Oak Street, Chicago, Illinois 60611) locations.
- 24.** Vanessa Scanio had the ability and/or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource in relation to the collected personal information, including medical information, of the Patients and Plaintiff.
- 25.** In or around 2023 Scanio's ex-boyfriend, M. Mohawk began to date the Plaintiff. Vanessa Scanio became upset and knowingly and intentionally acquired the computerized data that compromised the security, confidentiality, or integrity of the personal information maintained by The

Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester, which included Plaintiff's medical information.

- 26.**In or around 2023 Vanessa Scanio was with Samantha Chrzastowski heading to a restaurant known as R H Roof Top and accessed the database from her cellular phone and not on the premises of the institute. During this time she acquired the Plaintiff's personal and medical information.
- 27.**This acquisition was unauthorized by The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.
- 28.**This was not a good faith acquisition of personal information by an employee or agent of The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester for a legitimate purpose of the Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.
- 29.**In or around 2023 the acquired information was subject to further unauthorized disclosure by Vanessa Scanio to third persons such as M. Mohawk, Samantha Chrzastowski, and others in Plaintiff's community.
- 30.**Upon information and belief, Plaintiff believes that Vanessa Scanio also disclosed this information to friends, co-workers, and other people within Plaintiff's social circle.
- 31.**In or around 2023 Vanessa Scanio disclosed this medical information to M. Mohawk by sending him copies of Plaintiff's medical prescription information. Specifically, Plaintiff's prescription for Valtrex which is used to

treat infections caused by herpes viruses, including genital herpes, cold sores, shingles (herpes zoster) in adults, Bell's palsy, chronic fatigue syndrome, schizophrenia symptoms, and other off label conditions.

- 32.**In or around 2023 Vanessa Scanio also sent copies of Plaintiff's medical photos taken during Plaintiff's procedures to M. Mohawk. Specifically, photos of Plaintiff's lips before and after her medical treatments with The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.
- 33.**In or around 2023 Vanessa Scanio told M. Mohawk and others that Plaintiff had herpes and the sexually transmitted disease of herpes and used the Plaintiff's prescription records she acquired from The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, Leslie Forrester's database to support her claim.
- 34.**In or around 2023 Vanessa Scanio then provided the same information to Samantha Chrzastowski, including the photos, conversations with M. Mohawk, and Plaintiff's medical history and information.
- 35.**While the photos and prescription information were true, it was false that Plaintiff had contracted an STD or had any STD.
- 36.**The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester were aware of Vanessa Scanio's unauthorized access.

37. Vanessa Scanio told other employees about these records, the alleged herpes, and Plaintiff dating her ex-boyfriend.
38. Vanessa Scanio also accessed other patients' sensitive photos of their bodies, information, and records, and shared or otherwise disclosed them to third persons.
39. In or around October of 2023 Plaintiff became aware of Vanessa Scanio's conduct and that her information had been disseminated from Samantha Chrzastowski. Plaintiff experienced extreme and severe emotional distress when she found out and continues to suffer from extreme and severe emotional distress.
40. Plaintiff became very uncomfortable about her body and experienced severe anxiety and began to believe she did suffer from this condition. Plaintiff began having panic attacks, loss of sleep, loss of appetite, Plaintiff was unable to focus, unable to attend work, Plaintiff fell into a deep depression, Plaintiff had rashes on her chest, Plaintiff had extreme anxiety, Plaintiff had social anxiety, and Plaintiff had anti-social behavior because she felt like everyone was looking at her and believing she had an STD.
41. Plaintiff's consumption of alcohol increased significantly from the pressure, embarrassment, humiliation, and depression.
42. Plaintiff would have meltdowns, felt uncomfortable about her body, and lost a trust in people.
43. Plaintiff isolated herself from her family, friends, peers, and co-workers.

44. Plaintiff's friendships fell apart, and Plaintiff became withdrawn physically and emotionally. Plaintiff lost her trust skills.
45. Plaintiff would have lash outs and panicking.
46. Plaintiff stopped going to the gym because she was afraid people would see her there and continues to work out at home. Valentina was heavily involved in the gym and no longer goes to the gym.
47. Plaintiff would sleep at work in the bathroom because her sleep cycles were disrupted.
48. Plaintiff's familial relations also changed to the point where she was unable to enjoy the time and companionship of her mother, father, and siblings.
49. Plaintiff's reputation in the community was affected in that Plaintiff was considered unchaste and infected with a loathsome disease.
50. Plaintiff's personal relationship with her boyfriend M. Mohawk was seriously affected. She was forced to take an STD test to prove to M. Mohawk the information was false.
51. Plaintiff had and continues to have extreme migraines, panic attacks, and continues to suffer headaches.
52. Plaintiff's emotional distress reached such significant levels that it resulted in her having to seek and obtain medical treatment.
53. As a result of this medical treatment, Plaintiff incurred costs to obtain treatment from her primary-care physician Dr. Agron Elezi on April 1, 2024. Dr. Elezi prescribed Ms. Appari anti-anxiety medication to deal with the

emotional distress and referred her for further psychiatric treatment and evaluation.

54. Plaintiff incurred medical bills for treatment and prescription drug costs for the medication which was prescribed to help with the emotional distress in excess of \$1,100. Plaintiff continues to incur medical bills for therapy, treatment, and prescription drugs.
55. Plaintiff has attended at least 15 sessions of therapy and continues to attend a therapy session once a week or every other week. Plaintiff is continuing to receive therapy with Myles McGhee, LPC, at Everside Health and is incurring additional costs for this therapy.
56. Plaintiff also incurred costs for medical testing for sexually transmitted diseases which was conducted to show the public and her boyfriend M. Mohawk that Plaintiff tested negative for STD's and has no STD's.
57. Plaintiff's trust in physicians and other medical providers has been irreparably damaged and her privacy has been violated to the utmost degree.
58. Plaintiff's mental health has been significantly and irrevocably damaged, causing what may be a life-long trauma with respect to what should be a safe and protective environment: the doctor's office.

COUNT ONE: PIP ACT VIOLATION/CONSUMER FRAUD

59. Plaintiff alleges a violation of section 815 ILCS 530/45 and 815 ILCS 530/10 of the Personal Information Protection Act. Pursuant to 815 ILCS 530/20 The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc,

and/or Leslie Forrester violations of the PIP act constitute an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act.

- 60.** Plaintiff recites to an incorporates by reference paragraphs 1-59 of this amended complaint into this count.
- 61.** This Count is brought against Defendant Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester for violations of the PIP act.
- 62.** Pursuant to 815 ILCS 530/5 “Data Collector” is defined as including, but is not limited to, government agencies, public and private universities, privately and publicly held corporations, financial institutions, retail operators, and any other entity that, for any purpose, handles, collects, disseminates, or otherwise deals with nonpublic personal information. 815 ILCS 530/5.
- 63.** Pursuant to 815 ILCS 530/5 “Medical information” means any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a healthcare professional, including such information provided to a website or mobile application.
- 64.** Pursuant to 815 ILCS 530/5 “Medical information” is considered personal information.
- 65.** When providing services to Plaintiff and other patients The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester created, handled, collected, disseminated, and/or otherwise dealt with personal and “Medical information” and are data collectors.

66. Pursuant to 815 ILCS 530/10 “Any data collector that owns or licenses personal information concerning an Illinois resident shall notify the resident at no charge that there has been a breach of the security of the system data following discovery or notification of the breach.”
67. Pursuant to 815 ILCS 530/45 a data collector that owns or licenses or maintains or stores records that contain personal information concerning an Illinois resident **shall implement** and maintain reasonable security measures to protect those records from unauthorized access, acquisition, destruction, use, modification, or disclosure. This is a strict liability offense.
68. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester own or license or maintain or store records that contain personal information, not limited, but including medical information concerning Plaintiff and other Illinois residents.
69. “Pursuant to 815 ILCS 530/5 “Breach of the security of the system data” or “breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the data collector. “Breach of the security of the system data” does not include good faith acquisition of personal information by an employee or agent of the data collector for a legitimate purpose of the data collector, provided that the personal information is not used for a purpose unrelated to the data collector's business or subject to further unauthorized disclosure. 815 ILCS 530/5.

70. Vanessa Scanio committed a breach of the security of the system data and disclosed the personal information of Plaintiff.
71. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester were notified and aware of the breach by Plaintiff.
72. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester were notified and aware of other various breaches by Vanessa Scanio when she communicated and discussed the private information of patients to other employees and third persons.
73. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester were notified and aware of the various breaches by Vanessa Scanio in that the server showed her unauthorized entry.
74. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester knowingly omitted and continue to omit to notify Illinois residents, including, Plaintiff, that there has been a breach of the security of the system data following discovery or notification of the breach as required by Statute.
75. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester knowingly failed to implement and maintain reasonable security measures to protect the records from unauthorized access, acquisition, destruction, use, modification, or disclosure in violation of 815 ILCS 530/45.

76. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester failed to implement adequate

- a. log-in monitoring (Addressable Procedures for monitoring log-in attempts and reporting discrepancies).
- b. geolocation and location security such that information could only be accessed from on site in the medical facility.
- c. physical safeguards for all workstations that access electronic protected health information, to restrict access to authorized users.
- d. technical security measures to guard against unauthorized access to electronic protected health information that is being transmitted over an electronic communications network
- e. procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed.
- f. policies and procedures to prevent, detect, contain, and correct security violations.
- g. policies and procedures to protect against any reasonably anticipated uses or disclosures of such information that are not permitted.
- h. procedures to determine that the access of a workforce member to electronic protected health information is appropriate.

- i. procedures to control and validate a person's access to facilities based on their role or function, including visitor control, and control of access to software programs for testing and revision
- j. policies and procedures to safeguard the facility and the equipment therein from unauthorized physical access, tampering, and theft.
- k. physical safeguards for all workstations that access electronic protected health information, to restrict access to authorized users.
- l. technical policies and procedures for electronic information systems that maintain electronic protected health information to allow access only to those persons or software programs that have been granted access rights. hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic protected health information.
- m. technical security measures to guard against unauthorized access to electronic protected health information that is being transmitted over an electronic communications network.
- n. security protocols regarding the use of personal devices, such as cell phones, in the vicinity of personal medical information, including copying and transmitting it.

77.As a result of The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester's failure to secure Plaintiff's information, failure to notify of the pervious breaches, and the disclosure of

her information Plaintiff suffered economic harm, reputational harm, disclosure of her private information, and extreme emotional distress.

- 78.** These violations constitute unlawful practices under the consumer fraud act pursuant to statute. As a result of this conduct, Plaintiff's emotional distress reached such significant levels that she experienced anxiety and/or panic attacks, resulting in her having to incur costs and to obtain treatment from her primary-care physician Dr. Agron Elezi on April 1, 2024. Dr.
- 79.** Elezi prescribed Ms. Appari anti-anxiety medication to deal with the emotional distress and referred her for further psychiatric treatment and evaluation.
- 80.** Plaintiff's mental distress upon learning of Scanio's actions was significant, resulting in a panic attack and rashes caused by high levels of anxiety.
- 81.** Plaintiff incurred costs for this medical treatment for the emotional distress caused by the Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, Scanio's, and/or Leslie Forrester's conduct.
- 82.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester allowed access to the database from a home or other remote location for with no proper purpose and failed to establish controls to protect the privacy and security of confidential records.
- 83.** These failures constitute an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act. See 815 ILCS 530/20, 815 ILCS 505/10a and 815 ILCS 505/2Z.

84. Plaintiff suffered actual and economic damage because of this and is entitled to attorney's fees, costs, and damages pursuant to 815 ILCS 505/10a and 815 ILCS 505/2Z.

85. Plaintiff's economic damages are in excess of \$1,100.00 for medical treatment, prescriptions, and testing.

86. Plaintiff's economic damages are her time spent in medical treatment, taking STD tests, and seeking medical attention.

87. Plaintiff's actual damages are that the private information lost its status as private and is now public.

88. Plaintiff's actual damages are the extreme and severe emotional distress, pain and suffering, and her reputational harm.

89. Plaintiff suffered special damages based on her extreme and severe emotional distress, pain and suffering, and her reputational harm.

WHEREFORE, Plaintiff, prays that this Honorable Court enters judgment in her favor for damages in an amount in excess of \$50,000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT TWO: NEGLIGENCE

90. Plaintiff recites to and incorporates by reference "Paragraphs 1-90" of this amended complaint into and in support of this Count.

91. Plaintiff brings this count against The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester Tcheupdjian for negligence.

- 92.** Plaintiff and each patient have a right to privacy and confidentiality in health care. See 410 ILCS 50/3(d).
- 93.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester owed Ms. Appari a duty of care that of a reasonably prudent Licensed Medical Professional.
- 94.** This duty of care encompassed a duty of confidentiality.
- 95.** This duty of care encompassed a duty to protect and secure this right to privacy and confidentiality in health care.
- 96.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester are medical service providers.
- 97.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester have the technical, hardware, and software infrastructure to store and secure patient records from unauthorized access.
- 98.** The costs of security measures which would have prevented Scanio's conduct, or any other employees' conduct, are minimal when compared to the profits and resources of the Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester. Indeed, they have at least four locations operating.
- 99.** The likelihood and possible impact of potential risks to these protected records without these measures is great.
- 100.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester breached these duties by failing to establish

reasonable controls, policies, and procedures to protect the privacy and security of Ms. Appari's confidential records and other patient records.

- 101.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester breached these duties by allowing access to the database from the employee's home or other remote location and failed to establish controls to protect the privacy and security of confidential records or unauthorized access.
- 102.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester breached this duty by failing to implement and maintain reasonable security measures to protect those records from unauthorized access by Scanio and from acquisition, destruction, use, modification, or disclosure.
- 103.** Plaintiff suffered actual and economic damages because of this breach.
- 104.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester's failure to implement and maintain reasonable security measures to protect those records were the direct and proximate cause of this security breach and harm, but for their conduct this breach would not have occurred and the damages at issue would not have occurred.
- 105.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester's failure to maintain patient records properly, inadequate training and accountability practices, and lack of oversight of

employees led to Scanio sharing sensitive patient information belonging to Plaintiff, resulting in the data breach and harm to Plaintiff.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50,000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT THREE: GROSS NEGLIGENCE

106. Plaintiff recites to and incorporates by reference "Paragraphs 1-105" of this amended complaint into this paragraph and in support of this Count.

107. Plaintiff brings this claim for gross negligence against The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester.

108. The conduct of the Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester was willful and wanton.

109. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester's failure to implement and maintain reasonable security measures to protect those records was the direct and proximate cause of this breach and of the damages.

110. The negligent conduct of The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester created an extreme risk of harm to others in that their private medical and personal information could be stolen, used, and disclosed.

111. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester knew of the extreme risk but proceeded anyway.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50,000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT FOUR: NEGLIGENT SUPERVISION

112. Plaintiff recites to and incorporates by reference "Paragraphs 1-111" of this amended complaint into and in support of this Count.

113. This count for negligent supervision is brought against The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester.

114. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester had a duty to supervise their employees and those who have access to medical records.

115. As part of the personal information protection act and HIPPA, The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester's had to supervise those persons who had access to medical records.

116. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester failed to supervise their employees and those who have access to medical records and allowed them to have unlimited and unnecessary access to records.

117. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester failed to supervise and track their employees access and those who have access to medical records and allowed them to have unlimited and unnecessary access to records without supervision.

118. Dr The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester's conduct was the direct and proximate cause of Ms. Appari's injuries, harm, and damages.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50,000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT FIVE: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

119. Plaintiff recites to and incorporates by reference "Paragraphs 1-118" of this amended complaint into and in support of this Count.

120. This Count for IIED is brought against Defendant Vanessa Scanio.

121. Vanessa Scanio's conduct was extreme and outrageous.

122. Vanessa Scanio's conduct was intentional and designed to inflict significant mental distress on Ms. Appari.

123. The emotional distress suffered by Plaintiff was severe.

124. Vanessa Scanio's conduct was such that she knew severe emotional distress would be certain, substantially certain to result, and/or that there was high probability that her conduct would cause severe emotional distress.

125. Vanessa Scanio's conduct did actually cause severe emotional distress.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50,000.00 attorney's fees, costs, and any other relief which the Court sees fit.

COUNT SIX: NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

- 126.** Plaintiff incorporates "Paragraphs 1-123" of this Complaint into this paragraph by reference.
- 127.** This claim for Negligent Infliction of Emotional Distress is against the Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester and Vanessa Scanio.
- 128.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester and Vanessa Scanio owed Ms. Appari a duty of care and a duty to preserve and protect her sensitive medical information.
- 129.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester and Scanio, owed Plaintiff a duty of care and a duty to preserve and protect her sensitive medical information.
- 130.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester and Scanio egregiously breached these obligations by inappropriately accessing Plaintiff's medical records and subsequently disclosing them.
- 131.** Plaintiff's mental distress upon learning of Ms. Scanio's actions was significant, resulting in a panic attack and rashes caused by high levels of anxiety, according to Dr. Elezi. Ms. Appari's trust in physicians and other

medical providers has been irreparably damaged, and her privacy has been violated to the utmost degree.

132. Plaintiff's mental health has therefore been significantly and irrevocably damaged, inducing what may be a life-long trauma with respect to what should be a safe and protective environment: the doctor's office.

133. The harm to Plaintiff was foreseeable.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50, 000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT SEVEN: BREACH OF WRITTEN CONTRACT

134. Plaintiff Ms. Appari incorporates "Paragraphs 1-133" of this Complaint into this paragraph by reference.

135. This count for breach of Written Contract is brought against The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester.

136. In or around 2020-2023 Plaintiff contracted to pay for medical services with The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester. Part of the agreement between the Plaintiff and Defendant's is that she would have patient privacy rights with The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester which required them maintain the commitment to privacy.

137. Plaintiff Appari performed all conditions precedent in such contract.

138. As part of this contract the Plaintiff believed The Institute, Dr.

Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester behaved as if The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester would keep such information about her medical services confidential.

139. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester breached the contract by violating the condition of confidentiality by disclosing Plaintiff's medical information.

140. Plaintiff suffered damages because of this breach.

141. This contract is not available in that Defendant is in possession of the contract.

WHEREFORE, Plaintiff, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50, 000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT EIGHT: BREACH OF ORAL CONTRACT

142. Plaintiff Ms. Appari incorporates "Paragraphs 1-133" of this Complaint into this paragraph by reference.

143. This count for breach of oral Contract is brought against The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester in the alternative to the written contract.

144. In or around 2020-2023 Plaintiff orally contracted to pay money in exchange for medical services with The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.
145. Part of the agreement between the Plaintiff and Defendant's is that she would have patient privacy rights with The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester which required them maintain the commitment to privacy.
146. Plaintiff Appari performed all conditions precedent in such contract.
147. As part of this contract the Plaintiff believed The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester behaved as if The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester would keep such information about her medical services confidential.
148. The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester breached the contract by violating the condition of confidentiality by disclosing Plaintiff's medical information.
149. Plaintiff suffered damages because of this breach.

COUNT NINE: DEFAMATION PER SE

150. Plaintiff Ms. Appari incorporates "Paragraphs 1-149" of this Complaint into this paragraph by reference.
151. This count for defamation is brought against Defendant Vanessa Scanio .

152. Vanessa Scanio stated and wrote that Ms. Appari had a loathsome disease to third persons being M. Mohawk, Samantha Chrzastowski, and other unknown people at this time. Specifically, Vanessa Scanio stated in text messages or orally stated to such persons that Ms. Appari had the STD of Herpes, that Ms. Appari was prescribed medicine for this alleged loathsome disease.

153. Plaintiff Appari does not have any such STD and was not proscribed such drugs for an STD.

154. Plaintiff was harmed per se.

WHEREFORE, Plaintiff, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50,000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT TEN: PUBLIC DISCLOSURE OF PRIVATE FACTS

155. Plaintiff incorporates "Paragraphs 1-154" of this Complaint into this paragraph by reference.

156. This cause of action is against Vanessa Scanio.

157. Vanessa Scanio shared the medical information of Plaintiff with third parties.

158. Vanessa Scanio gave publicity to a private fact of Plaintiff, i.e. her medical treatments and prescription history.

159. These facts were not of legitimate public concern

160. The medical information of Plaintiff is private information which should not have been disclosed.

161. These facts would be highly offensive to a reasonable person.

162. Vanessa Scanio shared this medical information with third persons.

163. Plaintiff was harmed per se by this sharing since the private information lost its private status and Plaintiff otherwise suffered harm in the form of emotional distress, costs, medical treatment, and reputational damage.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50, 000.00, attorney's fees, costs, and any other relief which the Court sees fit.

COUNT ELEVEN: VICARIOUS LIABILITY/RESPONDENT SUPERIOR

164. Plaintiff incorporates "Paragraphs 1-163" of this Complaint into this paragraph by reference.

165. This count is against The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and Leslie Forrester.

166. Dr. Tcheupdjian, Leslie Forrester, and Ms. Scanio were employed by The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.

167. Dr. Tcheupdjian, Leslie Forrester, and Ms. Scanio were agents, servants, or employees of The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester.

- 168.** The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester controlled or had the right to control the conduct of Dr. Tcheupdjian, Leslie Forrester, and Ms. Scanio.
- 169.** The conduct of Dr. Tcheupdjian, Leslie Forrester, and Ms. Scanio fell within the scope of their agency or employment.
- 170.** Dr. Tcheupdjian, Leslie Forrester, and/or Ms. Scanio were acting for the benefit of their employers and within the scope of their employment at all times.
- 171.** Dr. Tcheupdjian, Leslie Forrester, and Ms. Scanio's conduct harmed Ms. Appari.
- 172.** Dr. Tcheupdjian, Leslie Forrester, and/or Ms. Scanio's conduct was the direct and proximate cause of Ms. Appari's injuries and damages.
- 173.** Accordingly, The Institute, Dr. Tcheupdjian, Longevity Spa, Inc, Forrester Laboratories, Inc, and/or Leslie Forrester are liable under theories of respondent superior and vicarious liability.

WHEREFORE, Plaintiff Appari, prays that this Honorable Court enter judgment in her favor for damages in an amount in excess of \$50,000.00, attorney's fees, costs, and any other relief which the Court sees fit.

By:

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*******JURY DEMAND*******

Although not all counts are subject to a jury trial by statute and the burden of proof is by a preponderance, Plaintiff demands a jury trial of 12 persons on all other issues so triable.

By:

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