

**IN THE CIRCUIT COURT OF THE 12TH JUDICIAL CIRCUIT IN AND FOR
SARASOTA COUNTY, FLORIDA**

**CHARLES VINCENT BURNS,
individually, and as Personal
Representative of THE ESTATE OF
GERALDINE BESNARDIERE BURNS
(a/k/a GERALDINE BURNS
BESNARDIERE), on behalf of the Estate Case No: 2020 CA 005102 NC
and her Survivors,**

Plaintiff,

vs.

**JOHN MONHOLLON, M.D., an
individual; KATIE MCCLOUD, P.A., an
individual; and FLORIDA
INTEGRATIVE MEDICAL CENTER,
INC., a Florida Profit Corporation;**

Defendants.

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FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE) (hereinafter "THE ESTATE"), individually, on behalf of THE ESTATE, and on behalf of the statutorily-defined survivors of Geraldine Besnardiere Burns, hereby sues the Defendants: JOHN MONHOLLAN, M.D.; KATIE MCCLOUD, P.A.; and FLORIDA INTEGRATIVE MEDICAL CENTER, INC., and alleges as follows:

1. This is an action for damages that exceeds the sum of Thirty Thousand Dollars (\$30,000.00), exclusive of costs, interest and attorneys' fees. The estimated value of Plaintiff's claim is in excess of the minimum jurisdictional threshold required by this Court. Accordingly, Plaintiff has entered "over \$100,000.00" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for jurisdictional purposes only (the Florida Supreme Court has

EXHIBIT "A"

ordered that the estimated “amount of claim” be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff’s claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. At all times material, Geraldine Burns and Charles Burns were residents of Sarasota County, Florida.

3. At all times material, Defendant, John Monhollon, M.D. (“Dr. Monhollon”), was a medical doctor licensed to practice medicine in the State of Florida and was an employee, principal, agent or servant of Florida Integrative Medical Center, Inc., providing medical and/or integrative care to patients, including Geraldine Burns. Dr. Monhollon is a resident of Sarasota County, Florida

4. At all times material, Defendant, Katie McCloud, P.A. (“Ms. McCloud”), was a Physician’s Assistant licensed to work as such in the State of Florida and was an employee, agent or servant of Florida Integrative Medical Center, Inc., providing medical and/or integrative care to patients, including Geraldine Burns.

5. At all times material, Florida Integrative Medical Center, Inc. was a Florida for-profit corporation authorized to conduct business at University Health Park Medical Campus, 2415 University Parkway, #218, Sarasota, Florida 34243.

6. All conditions precedent to the filing of this action have been met including sending a Notice of Intent to initiate litigation by certified mail, return receipt requested on May 27, 2020, to the named Defendants pursuant to the provisions of Florida Statutes, Section 766.106.

BACKGROUND

7. Geraldine Burns presented to Florida Integrative Medical Center on August 2, 2018 with a primary complaint of a mass in her right breast and was initially evaluated by Ms. McCloud – who was at the time, Dr. Monhollon’s Physician’s Assistant. Ms. McCloud represented to Mrs.

Burns that she and Florida Integrative Medical Center could engage in a “cancer screening” to help determine whether the mass she felt in her breast was cancer. Ms. McCloud further represented that Florida Integrative Medical Center could provide appropriate treatment of breast cancer should it be determined that the mass in her breast was cancer.

8. Mrs. Burns was referred for an ultrasound of the right breast which was performed on August 17, 2018, and noted the presence of an 8-centimeter mass and the site of a palpable abnormality in the upper right breast and lymph nodes in the axilla with abnormal sonographic morphology – which was highly suggestive of malignancy.

9. Mrs. Burns returned to Florida Integrative Medical Center on August 25, 2018, for an appointment with Dr. Monhollon. Dr. Monhollon represented to Mrs. Burns that he and Florida Integrative Medical Center would treat her suspected breast cancer with “integrative care” which meant applying traditional medical and oncology approaches, together with naturopathic or alternative approaches.

10. Mrs. Burns followed up with Dr. Monhollon and Florida Integrative Medical Center for several additional office visits with Dr. Monhollon as well as many clinic visits to the Florida Integrative Medical Center. Over the entire course of care with Dr. Monhollon, Katie McCloud and Florida Integrative Medical Center, Mrs. Burns was provided only naturopathic care and was not provided with any traditional medical care of her breast cancer despite being promised “integrative care” by the Defendants.

11. The Defendants did not obtain informed consent from Mrs. Burns regarding the many naturopathic care treatments given to her by Florida Integrative Medical Center staff.

12. Over the entire course of Mrs. Burns’ period of care with the Defendants, the Defendants failed to properly monitor the status of Mrs. Burns’ breast cancer by, *inter alia*, failing

to order serial or periodic mammograms and other diagnostic studies of her right breast and failing to perform and document serial physical examinations of her right breast.

13. Dr. Monhollon continually represented to Mrs. Burns in her office appointments with him that her right breast cancer was improving, despite the fact that Dr. Monhollon had no sound medical basis to make such statements, having failed to perform and document serial breast exams and order serial diagnostic studies of the right breast to monitor the status of her breast cancer.

14. On April 16, 2019, Mrs. Burns spoke by telephone with Dr. Monhollon to advise him that she had new symptoms of right shoulder and right upper extremity pain made worse with deep breathing. Dr. Monhollon did not advise her to seek emergent medical attention for her new pain complaints and difficulty with deep breathing, but to the contrary, advised Mrs. Burns to *refrain* from seeking any emergent medical attention.

15. On May 6, 2019, Mrs. Burns and her husband presented to Dr. Monhollon's office because of Mrs. Burns' continued complaints of problems breathing and complaints of arm swelling emanating from the right breast and nerve pain near the swelling, together with broken and weeping skin on and around the breast. Although Dr. Monhollon noted the presence of broken, weeping skin on the right breast, Dr. Monhollon failed to advise Mrs. Burns to seek additional medical attention and instead affirmatively discouraged Mrs. Burns from seeking any additional medical or emergency medical care.

16. On May 11, 2019, Mrs. Burns presented to Sarasota Memorial Hospital for shortness of breath and on exam was noted to have a massive right breast mass occupying the whole breast with an area of skin ulceration, massive right axillary nodes and right arm lymphedema.

17. After a series of diagnostic studies, Mrs. Burns was diagnosed with Stage IV breast cancer ER/PR negative, HER2 positive with a large pleural effusion and osseous metastases with compression fracture at C7 with a large right *neglected* breast mass.

18. Mrs. Burns received chemotherapy and underwent cervical spine corpectomy and reconstruction at Sarasota Memorial Hospital during her admission from May 11, 2019 to May 27, 2019.

19. Following discharge from Sarasota Memorial Hospital, Ms. Burns continued her chemotherapy breast cancer treatment at Florida Cancer Specialists.

20. In May 2020, Mrs. Burns began to experience dizziness and headache and an MRI of the brain revealed the presence of four new metastatic lesions in the brain. Thereafter, Mrs. Burns began treatment at 21st Century Oncology Radiation Therapy Services, Inc. Mrs. Burns underwent stereotactic radiosurgery. Thereafter, Mrs. Burns is routinely followed up and treated with physicians with appropriate education, training, experience and expertise to treat the type of breast cancer from which she suffers.

21. Defendants represented to Mrs. and Mr. Burns that Defendants would provide Mrs. Burns a combination of standard, traditional medical care together with naturopathic care for treatment of her breast cancer. However, Defendants only ever provided Mrs. Burns with naturopathic care – and no standard medical therapies – in treatment of her breast cancer, to her great detriment.

22. Mrs. Burns continued to treat at multiple healthcare providers in efforts to treat the cancer which Defendants failed to appropriately treat, but ultimately, passed away on February 27, 2022.

23. Mrs. Burns was survived by her husband, Charles Vincent Burns, and their two minor children: Enzo N. Burns, a minor (D.O.B. June 27, 2004); and Lilly-Rose Burns, a minor (D.O.B. June 26, 2008).

**COUNT I - SURVIVAL ACTION FOR MEDICAL NEGLIGENCE
AGAINST JOHN MONHOLLON, M.D.**

24. THE ESTATE re-alleges paragraphs 1 – 23 above as if fully set forth herein.

25. Dr. Monhollon owed Mrs. Burns a duty to provide medical care and services within the prevailing professional standard of care which is that level of care, skill, and treatment which, in light of all relevant surrounding circumstances is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

26. Notwithstanding this duty of care, Dr. Monhollon was negligent and breached this duty of care to Mrs. Burns through his acts and/or omissions which include, but are not limited to, the following:

- a.) Representing to Mrs. Burns that he and Florida Integrative Medical Center possessed the requisite medical training and experience to diagnose and treat breast cancer;
- b.) Failing to refer Mrs. Burns for a breast biopsy to determine the type of breast cancer that Mrs. Burns was suffering from;
- c.) Failing to determine the type of breast cancer that Mrs. Burns was suffering from;
- d.) Failing to refer Mrs. Burns to an oncologist and surgeon and failing to follow up on a treatment plan to consult an oncologist and surgeon;

- e.) Failing to perform and document physical examinations of Mrs. Burns' right breast during her office visits and instead relying on patient report of how Mrs. Burns believed she was responding to care;
- f.) Failing to utilize any objective diagnostic testing to determine if Mrs. Burns' right breast cancer was improving or worsening;
- g.) Failing to provide Mrs. Burns with a full and detailed explanation of her treatment options and the risks and benefits of each course of action so that Mrs. Burns could make an informed decision about her breast cancer treatment;
- h.) Failing to provide adequate informed consent to Mrs. Burns as to the naturopathic care treatments utilized including failing to inform her of the risks to her health and prognosis of not obtaining standard medical care of her breast cancer and whether there were any benefits to be obtained from the naturopathic therapies as a treatment for breast cancer;
- i.) Failing to provide integrative medical care to Mrs. Burns, as the naturopathic care provided to her was not, in fact, complementary to any standard medical breast cancer treatment being provide to her; and
- j.) Failing to advise Mrs. Burns to seek emergent medical attention for continued pain complaints and difficulty breathing and actively discouraging Mrs. Burns from seeking medical attention.

27. As a direct and proximate result of the breaches of the prevailing professional standard of care by Dr. Monhollon, Mrs. Burns suffered, *inter alia*, the following damages:

- a.) Mrs. Burns did not receive standard medical treatment of the cancer in her right breast and received only naturopathic care while under the care of Dr. Monhollon and Florida Integrative Medical Center;
- b.) Mrs. Burns was delayed in obtaining a diagnosis of the specific type of breast cancer from which she suffered;
- c.) Mrs. Burns was delayed in receiving standard medical and/or surgical treatment for her breast cancer including chemotherapy treatment;
- d.) Mrs. Burns' right breast cancer was permitted to progress untreated to a more advanced stage, metastasizing to other parts of her body and significantly diminishing her prognosis for survival;
- e.) Mrs. Burns was required to undergo lengthy hospitalization and medical procedures; and
- f.) Mrs. Burns experienced pain and suffering, mental anguish, disability, disfigurement, inconvenience, loss of the ability to enjoy life, aggravation of a preexisting condition, and medical, hospital and nursing expenses.

WHEREFORE, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), on behalf of The Estate and its survivors, hereby demands judgment against Defendant, JOHN MONHOLLON, M.D., for compensatory damages as allowed by law, costs, interest and trial by jury on all issues so triable.

COUNT II – CHARLES BURNS' SURVIVAL CLAIM FOR LOSS OF CONSORTIUM AGAINST JOHN MONHOLLON, M.D.

- 28. Charles Burns realleges re-alleges paragraphs 1 – 23 above as if fully set forth herein.
- 29. At all times material hereto, Mr. Burns was lawfully married to Mrs. Burns.

30. As a direct and proximate result of Dr. Monhollon's medical negligence, Mr. Burns has sustained the following past and future damages:

- a.) Medical and related expenses incurred in seeking care for his wife's injuries; and
- b.) Loss of the comfort, companionship and consortium of his wife.

WHEREFORE, Plaintiff, CHARLES BURNS, demands judgment against Defendant, JOHN MONHOLLON, M.D. for loss of consortium and related expenses and for such other relief to which he may be justly entitled, and hereby demands a jury trial on all issues so triable.

COUNT III – WRONGFUL DEATH ACTION AGAINST JOHN MONHOLLON, M.D.

31. The Estate re-alleges paragraphs 1 – 23 above as if fully set forth herein.

32. This Count seeks recovery under the Florida Wrongful Death Act, Fla. Stat. § 768.16, et. seq., for Mrs. Burns' death arising from Dr. Monhollon's medical malpractice.

33. At all material times, Dr. Monhollon owed Mrs. Burns a duty to provide medical care and services within the prevailing professional standard of care which is that level of care, skill, and treatment which, in light of all relevant surrounding circumstances is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

34. Notwithstanding this duty of care, Dr. Monhollon was negligent and breached this duty of care to Mrs. Burns through his acts and/or omissions which include, but are not limited to, the following:

- a.) Representing to Mrs. Burns that he and Florida Integrative Medical Center possessed the requisite medical training and experience to diagnose and treat breast cancer;
- b.) Failing to refer Mrs. Burns for a breast biopsy to determine the type of breast cancer that Mrs. Burns was suffering from;

- c.) Failing to determine the type of breast cancer that Mrs. Burns was suffering from;
- d.) Failing to refer Mrs. Burns to an oncologist and surgeon and failing to follow up on a treatment plan to consult an oncologist and surgeon;
- e.) Failing to perform and document physical examinations of Mrs. Burns' right breast during her office visits and instead relying on patient report of how Mrs. Burns believed she was responding to care;
- f.) Failing to utilize any objective diagnostic testing to determine if Mrs. Burns' right breast cancer was improving or worsening;
- g.) Failing to provide Mrs. Burns with a full and detailed explanation of her treatment options and the risks and benefits of each course of action so that Mrs. Burns could make an informed decision about her breast cancer treatment;
- h.) Failing to provide adequate informed consent to Mrs. Burns as to the naturopathic care treatments utilized including failing to inform her of the risks to her health and prognosis of not obtaining standard medical care of her breast cancer and whether there were any benefits to be obtained from the naturopathic therapies as a treatment for breast cancer;
- i.) Failing to provide integrative medical care to Mrs. Burns, as the naturopathic care provided to her was not, in fact, complementary to any standard medical breast cancer treatment being provide to her; and

j.) Failing to advise Mrs. Burns to seek emergent medical attention for continued pain complaints and difficulty breathing and actively discouraging Mrs. Burns from seeking medical attention.

35. As a direct and proximate result of the breaches of the prevailing professional standard of care by Dr. Monhollon, Mrs. Burns suffered, *inter alia*, the following damages:

- a.) Mrs. Burns did not receive standard medical treatment of the cancer in her right breast and received only naturopathic care while under the care of Dr. Monhollon and Florida Integrative Medical Center;
- b.) Mrs. Burns was delayed in obtaining a diagnosis of the specific type of breast cancer from which she suffered;
- c.) Mrs. Burns was delayed in receiving standard medical and/or surgical treatment for her breast cancer including chemotherapy treatment;
- d.) Mrs. Burns' right breast cancer was permitted to progress untreated to a more advanced stage, metastasizing to other parts of her body and significantly diminishing her prognosis for survival;
- e.) Mrs. Burns was required to undergo lengthy hospitalization and medical procedures; and
- f.) Mrs. Burns experienced pain and suffering, mental anguish, disability, disfigurement, inconvenience, loss of the ability to enjoy life, aggravation of a preexisting condition, and medical, hospital and nursing expenses.

36. Further, as a direct and proximate result of any and/or all of the foregoing negligence of Dr. Monhollon, Mrs. Burns died and Dr. Monhollon is responsible for her death and damages set forth below:

- a.) THE ESTATE has suffered a loss of earnings to the date of Mrs. Burns' death; a loss of prospective net accumulations which would have reasonably been expected but for the wrongful death, medical and funeral expenses;
- b.) Charles Vincent Burns, Mrs. Burns' surviving spouse, has suffered and will continue to suffer the loss of his wife's support and services, her companionship, protection, and society; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future;
- c.) Enzo N. Burns, Mrs. Burns' surviving minor son, has suffered and will continue to suffer the loss of his mother's support and services, parental companionship, instruction, and guidance; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future;
- d.) Lilly-Rose Burns, Mrs. Burns' surviving daughter, has suffered and will continue to suffer the loss of her mother's support and services, parental companionship, instruction, and guidance; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future.

WHEREFORE, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), for the benefit of Charles Vincent Burns, surviving spouse, Enzo N. Burns, surviving minor child, Lilly-Rose Burns, surviving minor child, and THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), demands judgment for compensatory damages and costs against Defendant John Monhollon, M.D. as well as any and all possible damages allowable pursuant to Florida law.

**COUNT IV - SURVIVAL ACTION FOR MEDICAL NEGLIGENCE/PHYSICIAN
ASSISTANT NEGLIGENCE AGAINST KATIE MCCLLOUD, P.A.**

37. The Estate re-alleges paragraphs 1 – 23 above as if fully set forth herein.

38. Ms. McCloud owed Mrs. Burns a duty to provide care and services within the prevailing professional standard of care which is that level of care, skill, and treatment which, in light of all relevant surrounding circumstances is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

39. Notwithstanding this duty of care, Ms. McCloud was negligent and breached this duty of care to Mrs. Burns through her acts and/or omissions which include, but are not limited to, the following:

- a.) Representing to Mrs. Burns that she, Dr. Monhollon and Florida Integrative Medical Center possessed the requisite medical training and experience to diagnose and treat breast cancer;
- b.) Failing to perform an adequate physical examination of Mrs. Burns' right breast on 8/2/2018, including failing to identify and document the size and location of the right breast mass and conduct and document an examination of the axilla;
- c.) Failing to refer Mrs. Burns to an oncologist or surgeon;
- d.) Failing to refer Mrs. Burns for a breast biopsy; and
- e.) Failing to provide Mrs. Burns with any standard medical treatment for her right breast cancer despite representing to Mrs. Burns that Florida Integrative Medical Center would treat her suspected breast cancer with "integrative care" to include both standard medical treatment and naturopathic care.

40. As a direct and proximate result of the breaches of the prevailing professional standard of care by Ms. McCloud, Mrs. Burns suffered, *inter alia*, the following damages:

- a.) Mrs. Burns did not receive standard medical treatment of the cancer in her right breast and received only naturopathic care while under the care of Ms. McCloud and Florida Integrative Medical Center;
- b.) Mrs. Burns was delayed in obtaining a diagnosis of the specific type of breast cancer from which she suffered;
- c.) Mrs. Burns was delayed in receiving standard medical and/or surgical treatment for her breast cancer including chemotherapy treatment;
- d.) Mrs. Burns' right breast cancer was permitted to progress untreated to a more advanced stage, metastasizing to other parts of her body and significantly diminishing her prognosis for survival;
- e.) Mrs. Burns was required to undergo lengthy hospitalization and medical procedures; and
- f.) Mrs. Burns experienced pain and suffering, mental anguish, disability, disfigurement, inconvenience, loss of the ability to enjoy life, aggravation of a preexisting condition, and medical, hospital and nursing expenses.

41. WHEREFORE, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), on behalf of The Estate and its survivors, hereby demands judgment against Defendant, KATIE MCCLOUD, P.A., for compensatory damages as allowed by law, costs, interest and trial by jury on all issues so triable.

**COUNT V – CHARLES BURNS’ SURVIVAL CLAIM FOR
LOSS OF CONSORTIUM AGAINST KATIE MCCLOUD, P.A.**

42. Charles Burns realleges re-alleges paragraphs 1 – 23 above as if fully set forth herein.

43. At all times material hereto, Mr. Burns was lawfully married to Mrs. Burns.

44. As a direct and proximate result of Katie McCloud, P.A.’s medical negligence, Mr.

Burns has sustained the following past and future damages:

- a.) Medical and related expenses incurred in seeking care for his wife’s injuries; and
- b.) Loss of the comfort, companionship and consortium of his wife.

WHEREFORE, Plaintiff, CHARLES BURNS, demands judgment against Defendant, KATIE MCCLOUD, P.A. for loss of consortium and related expenses and for such other relief to which he may be justly entitled, and hereby demands a jury trial on all issues so triable.

COUNT VI – WRONGFUL DEATH ACTION AGAINST KATIE MCCLOUD, P.A.

45. The Estate re-alleges paragraphs 1 – 23 above as if fully set forth herein.

46. This Count seeks recovery under the Florida Wrongful Death Act, Fla. Stat. § 768.16, et. seq., for Mrs. Burns’ death arising from Katie McCloud, P.A.’s negligence.

47. McCloud owed Mrs. Burns a duty to provide care and services within the prevailing professional standard of care which is that level of care, skill, and treatment which, in light of all relevant surrounding circumstances is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

48. Notwithstanding this duty of care, Ms. McCloud was negligent and breached this duty of care to Mrs. Burns through her acts and/or omissions which include, but are not limited to, the following:

- a.) Representing to Mrs. Burns that she, Dr. Monhollon and Florida Integrative Medical Center possessed the requisite medical training and experience to diagnose and treat breast cancer;
- b.) Failing to perform an adequate physical examination of Mrs. Burns' right breast on 8/2/2018, including failing to identify and document the size and location of the right breast mass and conduct and document an examination of the axilla;
- c.) Failing to refer Mrs. Burns to an oncologist or surgeon;
- d.) Failing to refer Mrs. Burns for a breast biopsy; and
- e.) Failing to provide Mrs. Burns with any standard medical treatment for her right breast cancer despite representing to Mrs. Burns that Florida Integrative Medical Center would treat her suspected breast cancer with "integrative care" to include both standard medical treatment and naturopathic care.

49. As a direct and proximate result of the breaches of the prevailing professional standard of care by Ms. McCloud, Mrs. Burns suffered, *inter alia*, the following damages:

- a.) Mrs. Burns did not receive standard medical treatment of the cancer in her right breast and received only naturopathic care while under the care of Ms. McCloud, Dr. Monhollon, and Florida Integrative Medical Center;
- b.) Mrs. Burns was delayed in obtaining a diagnosis of the specific type of breast cancer from which she suffered;
- c.) Mrs. Burns was delayed in receiving standard medical and/or surgical treatment for her breast cancer including chemotherapy treatment;

- d.) Mrs. Burns' right breast cancer was permitted to progress untreated to a more advanced stage, metastasizing to other parts of her body and significantly diminishing her prognosis for survival;
- e.) Mrs. Burns was required to undergo lengthy hospitalization and medical procedures; and
- f.) Mrs. Burns experienced pain and suffering, mental anguish, disability, disfigurement, inconvenience, loss of the ability to enjoy life, aggravation of a preexisting condition, and medical, hospital and nursing expenses.

50. Further, as a direct and proximate result of any and/or all of Ms. McCloud's foregoing negligence, Mrs. Burns died and Ms. McCloud is responsible for her death and damages set forth below:

- a.) THE ESTATE has suffered a loss of earnings to the date of Mrs. Burns' death; a loss of prospective net accumulations which would have reasonably been expected but for the wrongful death, medical and funeral expenses;
- b.) Charles Vincent Burns, Mrs. Burns' surviving spouse, has suffered and will continue to suffer the loss of his wife's support and services, her companionship, protection, and society; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future;
- c.) Enzo N. Burns, Mrs. Burns' surviving minor son, has suffered and will continue to suffer the loss of his mother's support and services, parental companionship, instruction, and guidance; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future;

d.) Lilly-Rose Burns, Mrs. Burns' surviving daughter, has suffered and will continue to suffer the loss of her mother's support and services, parental companionship, instruction, and guidance; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future.

51. WHEREFORE, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), for the benefit of Charles Vincent Burns, surviving spouse, Enzo N. Burns, surviving minor child, Lilly-Rose Burns, surviving minor child, and THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), demands judgment for compensatory damages and costs against Defendant John Monhollon, M.D. as well as any and all possible damages allowable pursuant to Florida law.

COUNT VII – VICARIOUS LIABILITY CLAIM AGAINST FLORIDA INTEGRATIVE MEDICAL CENTER, INC. FOR MEDICAL MALPRACTICE SURVIVAL CLAIMS

52. THE ESTATE re-alleges paragraphs 1 – 23 above as if fully set forth herein.

53. Dr. Monhollon and Ms. McCloud owed Mrs. Burns a duty to provide medical care and services within the prevailing professional standard of care which is that level of care, skill, and treatment which, in light of all relevant surrounding circumstances is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

54. At all times material, Dr. Monhollon and Ms. McCloud acted as employees, actual or apparent agents, representatives and/or servants of Florida Integrative Medical Center and accordingly, Florida Integrative Medical Center is vicariously liable for the negligent acts and omissions of such employees, actual or apparent agents, representatives and/or servants which were committed in the course and scope of their employment, agency or service in providing care to Mrs. Burns.

55. Accordingly, Florida Integrative Medical Center is vicariously liable for any and all of Dr. Monhollon's and Ms. McCloud's negligent acts or omissions, including, but not limited to:

- a.) Representing to Mrs. Burns that they and Florida Integrative Medical Center possessed the requisite medical training and experience to diagnose and treat breast cancer;
- b.) Failing to refer Mrs. Burns for a breast biopsy to determine the type of breast cancer that Mrs. Burns was suffering from;
- c.) Failing to determine the type of breast cancer that Mrs. Burns was suffering from;
- d.) Failing to refer Mrs. Burns to an oncologist and surgeon and failing to follow up on a treatment plan to consult an oncologist and surgeon;
- e.) Failing to perform and document physical examinations of Mrs. Burns' right breast during her office visits and instead relying on patient report of how Mrs. Burns believed she was responding to care;
- f.) Failing to utilize any objective diagnostic testing to determine if Mrs. Burns' right breast cancer was improving or worsening;
- g.) Failing to provide Mrs. Burns with a full and detailed explanation of her treatment options and the risks and benefits of each course of action so that Mrs. Burns could make an informed decision about her breast cancer treatment;
- h.) Failing to provide adequate informed consent to Mrs. Burns as to the naturopathic care treatments utilized including failing to inform her of the risks to her health and prognosis of not obtaining standard medical care of

her breast cancer and whether there were any benefits to be obtained from the naturopathic therapies as a treatment for breast cancer;

- i.) Failing to provide integrative medical care to Mrs. Burns, as the naturopathic care provided to her was not, in fact, complementary to any standard medical breast cancer treatment being provide to her; and
- j.) Failing to advise Mrs. Burns to seek emergent medical attention for continued pain complaints and difficulty breathing and actively discouraging Mrs. Burns from seeking medical attention.

56. As a direct and proximate result of the breaches of the prevailing professional standard of care by the Florida Integrative Medical Center's actual or apparent agents, Dr. Monhollon and Ms. McCloud, Mrs. Burns suffered, *inter alia*, the following damages:

- a.) Mrs. Burns did not receive standard medical treatment of the cancer in her right breast and received only naturopathic care while under the care of Dr. Monhollon and Florida Integrative Medical Center;
- b.) Mrs. Burns was delayed in obtaining a diagnosis of the specific type of breast cancer from which she suffered;
- c.) Mrs. Burns was delayed in receiving standard medical and/or surgical treatment for her breast cancer including chemotherapy treatment;
- d.) Mrs. Burns' right breast cancer was permitted to progress untreated to a more advanced stage, metastasizing to other parts of her body and significantly diminishing her prognosis for survival;
- e.) Mrs. Burns was required to undergo lengthy hospitalization and medical procedures; and

f.) Mrs. Burns experienced pain and suffering, mental anguish, disability, disfigurement, inconvenience, loss of the ability to enjoy life, aggravation of a preexisting condition, and medical, hospital and nursing expenses.

WHEREFORE, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), on behalf of The Estate and its survivors, hereby demands judgment against Defendant, FLORIDA INTEGRATIVE MEDICAL CENTER, INC. for compensatory damages as allowed by law, costs, interest and trial by jury on all issues so triable.

COUNT VIII – VICARIOUS LIABILITY CLAIM AGAINST FLORIDA INTEGRATIVE MEDICAL CENTER, INC. FOR LOSS OF CONSORTIUM SURVIVAL CLAIMS

57. Charles Burns re-alleges paragraphs 1 – 23 as if fully set forth herein.

58. At all times material hereto, Mr. Burns was lawfully married to Mrs. Burns.

59. As a direct and proximate result of John Monhollon, M.D.'s and Katie McCloud, P.A.'s medical negligence, for which Florida Integrative Medical Center is vicariously liable, Mr. Burns has sustained the following past and future damages:

- a.) Medical and related expenses incurred in seeking care for his wife's injuries; and
- b.) Loss of the comfort, companionship and consortium of his wife.

WHEREFORE, Plaintiff, CHARLES BURNS, demands judgment against Defendant, FLORIDA INTEGRATIVE MEDICAL CENTER, INC., for loss of consortium and related expenses and for such other relief to which he may be justly entitled, and hereby demands a jury trial on all issues so triable.

**COUNT IX – VICARIOUS LIABILITY CLAIM AGAINST FLORIDA
INTEGRATIVE MEDICAL CENTER, INC. FOR WRONGFUL DEATH CLAIMS**

60. THE ESTATE re-alleges paragraphs 1 – 23 above as if fully set forth herein.

61. Dr. Monhollon and Ms. McCloud owed Mrs. Burns a duty to provide medical care and services within the prevailing professional standard of care which is that level of care, skill, and treatment which, in light of all relevant surrounding circumstances is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

62. At all times material, Dr. Monhollon and Ms. McCloud acted as employees, actual or apparent agents, representatives and/or servants of Florida Integrative Medical Center and accordingly, Florida Integrative Medical Center is vicariously liable for the negligent acts and omissions of such employees, actual or apparent agents, representatives and/or servants which were committed in the course and scope of their employment, agency or service in providing care to Mrs. Burns.

63. Accordingly, Florida Integrative Medical Center is vicariously liable for any and all of Dr. Monhollon's and Ms. McCloud's negligent acts or omissions, including, but not limited to:

- a.) Representing to Mrs. Burns that they and Florida Integrative Medical Center possessed the requisite medical training and experience to diagnose and treat breast cancer;
- b.) Failing to refer Mrs. Burns for a breast biopsy to determine the type of breast cancer that Mrs. Burns was suffering from;
- c.) Failing to determine the type of breast cancer that Mrs. Burns was suffering from;
- d.) Failing to refer Mrs. Burns to an oncologist and surgeon and failing to follow up on a treatment plan to consult an oncologist and surgeon;

- e.) Failing to perform and document physical examinations of Mrs. Burns' right breast during her office visits and instead relying on patient report of how Mrs. Burns believed she was responding to care;
- f.) Failing to utilize any objective diagnostic testing to determine if Mrs. Burns' right breast cancer was improving or worsening;
- g.) Failing to provide Mrs. Burns with a full and detailed explanation of her treatment options and the risks and benefits of each course of action so that Mrs. Burns could make an informed decision about her breast cancer treatment;
- h.) Failing to provide adequate informed consent to Mrs. Burns as to the naturopathic care treatments utilized including failing to inform her of the risks to her health and prognosis of not obtaining standard medical care of her breast cancer and whether there were any benefits to be obtained from the naturopathic therapies as a treatment for breast cancer;
- i.) Failing to provide integrative medical care to Mrs. Burns, as the naturopathic care provided to her was not, in fact, complementary to any standard medical breast cancer treatment being provide to her; and
- j.) Failing to advise Mrs. Burns to seek emergent medical attention for continued pain complaints and difficulty breathing and actively discouraging Mrs. Burns from seeking medical attention.

64. As a direct and proximate result of the breaches of the prevailing professional standard of care by Dr. Monhollon, Ms. McCloud, and Florida Integrative Medical Center, Mrs. Burns suffered, *inter alia*, the following damages:

- a.) Mrs. Burns did not receive standard medical treatment of the cancer in her right breast and received only naturopathic care while under the care of Dr. Monhollon, Ms. McCloud, and Florida Integrative Medical Center;
- b.) Mrs. Burns was delayed in obtaining a diagnosis of the specific type of breast cancer from which she suffered;
- c.) Mrs. Burns was delayed in receiving standard medical and/or surgical treatment for her breast cancer including chemotherapy treatment;
- d.) Mrs. Burns' right breast cancer was permitted to progress untreated to a more advanced stage, metastasizing to other parts of her body and significantly diminishing her prognosis for survival;
- e.) Mrs. Burns was required to undergo lengthy hospitalization and medical procedures; and
- f.) Mrs. Burns experienced pain and suffering, mental anguish, disability, disfigurement, inconvenience, loss of the ability to enjoy life, aggravation of a preexisting condition, and medical, hospital and nursing expenses.

65. Further, as a direct and proximate result of any and/or all of the foregoing negligence of Dr. Monhollon, Ms. McCloud, and Florida Integrative Medical Center, Mrs. Burns died and Florida Integrative Medical Center is responsible for her death and damages set forth below:

- a.) THE ESTATE has suffered a loss of earnings to the date of Mrs. Burns' death; a loss of prospective net accumulations which would have reasonably been expected but for the wrongful death, medical and funeral expenses;
- b.) Charles Vincent Burns, Mrs. Burns' surviving spouse, has suffered and will continue to suffer the loss of his wife's support and services, her

companionship, protection, and society; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future;

c.) Enzo N. Burns, Mrs. Burns' surviving minor son, has suffered and will continue to suffer the loss of his mother's support and services, parental companionship, instruction, and guidance; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future;

d.) Lilly-Rose Burns, Mrs. Burns' surviving daughter, has suffered and will continue to suffer the loss of her mother's support and services, parental companionship, instruction, and guidance; has experienced mental pain and suffering in the past and will continue to suffer such losses in the future.

WHEREFORE, CHARLES VINCENT BURNS, as Personal Representative of THE ESTATE OF GERALDINE BESNARDIERE BURNS (a/k/a GERALDINE BURNS BESNARDIERE), on behalf of The Estate and its survivors, hereby demands judgment against Defendant, FLORIDA INTEGRATIVE MEDICAL CENTER, INC. for compensatory damages as allowed by law, costs, interest and trial by jury on all issues so triable.

DATED this _____ day of July, 2022, Sarasota County, Florida.

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