

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CHARLES J. THOMAS, as guardian of the property of MAGOMED
ABDUSALAMOV, an incapacitated person, BAKANAY
ABDUSALAMOVA, individually,
PATIMAT ABDUSALAMOVA, individually,
SHAKRIZAT ABDUSALAMOVA, individually, and
SAYGIBAT ABDUSALAMOVA, individually, as infants by
their mother and natural guardian BAKANAY ABDUSALAMOVA,

Plaintiffs,

-against-

MATTHEW D. FARRAGO, ANTHONY G. CURRERI, M.D.,
OSRIC S. KING, M.D., AVERY F. BROWNE, D.O.,
GERARD P. VARLOTTA, D.O., BARRY D. JORDAN, M.D.,
BENJAMIN ESTEVES, JR., K2 BOXING PROMOTIONS, LLC
and MSG HOLDINGS, L.P. d/b/a MSG SPORTS,

Defendants.

-----x Index No.: 505880/14

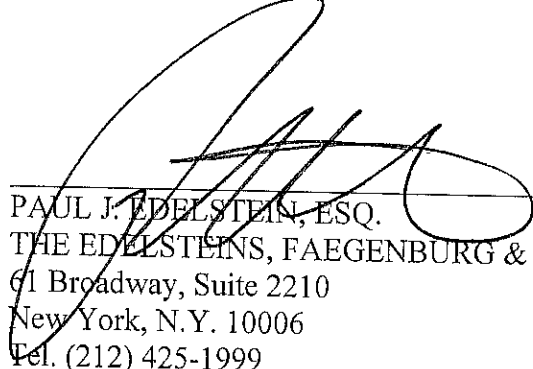
SUMMONS

Plaintiffs designate
Kings County
as the place of trial
based upon the
residence of the
Defendant
Osiric S. King, M.D.

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TO THE ABOVE NAMED DEFENDANTS:

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

Dated: New York, New York
June 20, 2014



PAUL J. EDELSTEIN, ESQ.
THE EDELSTEINS, FAEGENBURG & BROWN, LLP
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Defendants' Addresses:

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& 176-60 Union Turnpike
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& 142 Classic Court
White Plains, N.Y. 10603

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& 333 East 38th Street
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& 247 Third Avenue
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358 Hampton Drive
Venice, CA 90291

MSG HOLDINGS, L.P. d/b/a MSG SPORTS
2 Penn Plaza #15
New York, N.Y. 10121

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
CHARLES J. THOMAS ET.AL

Plaintiff(s)/Petitioner(s),

Index No. 505880/14

- against -

MATTHEW D. FARRAGO ET.AL.

Defendant(s)/Respondent(s).
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**NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING
SUPREME COURT CASES**

PLEASE TAKE NOTICE that plaintiff(s)/petitioner(s) [defendant(s)/respondent(s)] in the case captioned above intends that this matter proceed as an electronically-filed case in the New York State Courts Electronic Filing System ("NYSCEF") in accordance with the procedures therefor, set forth in Uniform Rule 202.5-b and described below. Under that Rule, filing and service of papers by electronic means cannot be made by a party nor can electronic service be made upon a party unless that party has consented to use of the System for the case in question. Each party served with this Notice must promptly file with the court and serve on all other parties either a consent or a declination of consent to electronic filing and service through NYSCEF for this case. (See Instruction # 2 below.)

General Information

Electronic filing offers significant benefits for attorneys and litigants, permitting documents to be filed with the County Clerk and the court and served, between or among consenting parties, by posting the documents on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. There is no fee to use the NYSCEF System, whether for filing, service, or consultation of the electronic docket, nor is there a charge to print documents from the docket. Normal filing fees must be paid, but this can be done by credit or bank card on-line. For additional procedures and information, see Uniform Rule 202.5-b, any e-filing protocol that may have been promulgated by the court in question, and the NYSCEF Website at www.nycourts.gov/efile.

Instructions

1. Service of this Notice constitutes consent to e-filing and a statement of intent by the undersigned to use the NYSCEF System in this case. When an action or proceeding is being commenced through the NYSCEF System, this Notice must accompany service of the initiating papers.
2. Each party served with this Notice may consent to e-filing either: (i) by filing with the court and serving on all parties of record a consent to e-filing, or (ii) if an authorized e-filing user, by filing a consent electronically in the manner provided at the NYSCEF site. Parties who do not wish to consent must file and serve a written declination of consent. If one party or some but fewer than all parties consent, NYSCEF may be used by and between or among consenting parties.
3. Each participating attorney, unless already registered, or self-represented party must **PROMPTLY** create a NYSCEF account and obtain the confidential Filing User Identification Number and Password necessary to use the system. To create a NYSCEF account, go to www.nycourts.gov/efile, click the Create an Account link, and follow the instructions.
4. For additional information about NYSCEF, see the *User's Manual* and *Frequently Asked Questions* on the Website, or contact the court in question or the NYSCEF Resource Center (at 646-386-3033 or efile@courts.state.ny.us).

Dated: 6/26/14

_____ (Signature)	<u>212 425 1999</u> (Phone)
<u>PAUL J. EDELSTEIN</u> (Name)	<u>212 425 5430</u> (Fax)
<u>The Edelsteins, Faegenburg, &</u> (Firm)	_____ (E-mail)
<u>61 Broadway, Ste. 2210</u> (Address)	
<u>New York, NY 10006</u>	

Attorney(s) for Plaintiffs

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----x
CHARLES J. THOMAS, as guardian of the property of MAGOMED
ABDUSALAMOV, an incapacitated person, BAKANAY
ABDUSALAMOVA, individually, PATIMAT ABDUSALAMOVA,
SHAKRIZAT ABDUSALAMOVA, and SAYGIBAT
ABDUSALAMOVA, as infants by their mother and natural
guardian BAKANAY ABDUSALAMOVA,

Index No.:

**VERIFIED
COMPLAINT**

Plaintiffs,

-against-

MATTHEW D. FARRAGO, ANTHONY G. CURRERI, M.D.,
OSRIC S. KING, M.D., AVERY F. BROWNE, D.O.,
GERARD P. VARLOTTA, D.O., BARRY D. JORDAN, M.D.,
BENJAMIN ESTEVES, JR., K2 BOXING PROMOTIONS, LLC
and MSG HOLDINGS, L.P. d/b/a MSG SPORTS,

Defendants.

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Plaintiffs, complaining of the Defendants by their attorneys THE EDELSTEINS,
FAEGENBURG & BROWN, LLP., respectfully allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF CHARLES J. THOMAS,
AS GUARDIAN OF THE PROPERTY OF MAGOMED ABDUSALAMOV**

1. That on **April 1, 2014**, Bakanay Abdusalamova, wife of MAGOMED ABDUSALAMOV, was duly appointed guardian of the person of MAGOMED ABDUSALAMOV, and Charles J. Thomas, was appointed as guardian of the property by Order of the Honorable Thomas E. Walsh II, of the Supreme Court of the State of New York, County of Rockland under Index No.: 119-14. That on **June 17, 2014**, Commission to Guardians was issued by the Clerk of the County of Rockland to Bakanay Abdusalamova as Guardian of the Person and Charles J. Thomas as Guardian of the Property of MAGOMED ABDUSALAMOV.
2. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P.

d/b/a MSG SPORTS, was and still is a foreign limited partnership organized and existing under and by virtue of the laws of the State of New York and duly authorized to do business in the State of New York.

3. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees were engaged in the business, among other things, of promoting, orchestrating, endorsing, advertising, conducting, managing, operating, supervising and controlling certain professional boxing matches.

4. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS was duly licensed by the New York State Athletic Commission to promote certain professional boxing matches in New York State.

5. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, owned, operated and controlled a certain sports arena and facility known as the "Theatre at Madison Square Garden" located at 4 Pennsylvania Plaza, County, City and State of New York for the purposes, among other things, of promoting, advertising, conducting, managing, operating, supervising and controlling certain professional boxing matches.

6. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC was and still is a foreign corporation, duly organized and existing under and by virtue of the laws of California and duly authorized to do business in the State of New York.

7. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees were engaged in the business, among other things, of promoting, advertising, conducting, managing, operating, supervising, and controlling certain professional boxing matches.

8. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, was duly licensed by the New York State Athletic Commission to promote certain professional boxing matches in New York State.

9. That at all times hereinafter mentioned, the Defendants MSG HOLDINGS, L.P. d/b/a MSG SPORTS and K2 BOXING PROMOTIONS, LLC entered into an agreement and arrangement to promote, advertise, conduct, manage, operate, supervise and control a certain professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez at the "Theatre at Madison Square Garden" on November 2, 2013, which was sanctioned by the New York State Athletic Commission.

10. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D. was and still is a medical doctor and physician, duly licensed to practice medicine in the State of New York.

11. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D. was chosen, appointed, hired and or contracted as Chief Medical Officer by the New York State Athletic Commission, responsible for medically clearing and ensuring the safety of certain professional boxing match participants in the State of New York.

12. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D. held himself out to be qualified and to serve as a physician and neurologist and to render medical services, care and treatment at certain professional boxing matches sanctioned by the New York State Athletic Commission.

13. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D. was chosen, appointed, hired and or contracted to observe, monitor, render medical services, care and treatment and determine if and when medical services, care and/or treatment is

required at the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

14. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D. supervised, instructed, directed, controlled, advised, and trained certain ringside physicians, ringside observers, fight inspectors and referees of the aforementioned professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

15. That at all times hereinafter mentioned, the Defendant GERARD P. VARLOTTA, D.O. was and still is an osteopath and physician, duly licensed to practice medicine in the State of New York.

16. That at all times hereinafter mentioned, the Defendant GERARD P. VARLOTTA, D.O. held himself out to be qualified to serve as a ringside physician and observer and to render medical services, care and treatment at certain professional boxing matches sanctioned by the New York State Athletic Commission.

17. That at all times hereinafter mentioned, the Defendant GERARD P. VARLOTTA, D.O. was chosen, appointed, hired and or contracted to observe, monitor, render medical services, care and treatment, and determine if and when medical services, care and/or treatment is required at the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

18. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D. was and still is a medical doctor and physician, duly licensed to practice medicine in the State of New York.

19. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D. held himself out to be qualified to serve as a ringside physician and observer and to render medical services, care and treatment at certain professional boxing matches sanctioned by the New York State Athletic Commission.

20. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D. was chosen, appointed, hired and or contracted to observe, monitor, and to render medical services, care and treatment, and determine if and when medical services, care and/or treatment is required at the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

21. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D. was and still is a medical doctor and physician, duly licensed to practice medicine in the State of New York

22. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D. held himself out to be qualified to serve as a ringside physician and observer and render medical services, care and treatment at certain professional boxing matches sanctioned by the New York State Athletic Commission.

23. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D. was chosen, appointed, hired and or contracted to observe, monitor and to render medical services, care and treatment, and determine if and when medical services, care and/or treatment is required at the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

24. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE,

D.O. was and still is an osteopath and physician, duly licensed to practice medicine in the State of New York.

25. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE, held himself out to be qualified to serve as a ringside physician and observer and render medical services, care and treatment to certain professional boxing matches sanctioned by the New York State Athletic Commission.

26. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE, M.D. was chosen, appointed, hired and or contracted to observe monitor, and to render medical services, care and treatment and determine if and when medical services care and/or treatment is required at the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

27. That at all times hereinafter mentioned, the Defendant MATTHEW D. FARRAGO was and still is a fight inspector at certain professional boxing matches sanctioned by the New York State Athletic Commission.

28. That at all times hereinafter mentioned, the Defendant MATTHEW D. FARRAGO was chosen, appointed, hired and or contracted to observe and monitor the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

29. That at all times hereinafter mentioned, the Defendant BENJAMIN ESTEVES, JR. was a boxing referee duly licensed by the New York State Athletic Commission to referee certain professional boxing matches in the State of New York.

30. That at all times hereinafter mentioned, the Defendant BENJAMIN ESTEVES,

JR. was chosen, appointed, hired and or contracted to observe and monitor the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez.

31. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees, promoted, encouraged orchestrated, endorsed, advertised, conducted, managed, operated, supervised, controlled and derived revenue from the aforesaid boxing professional match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez at the "Theatre at Madison Square Garden" on November 2, 2013.

32. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees, promoted, encouraged, orchestrated, endorsed, advertised, conducted, managed, operated, supervised, controlled and derived revenue from the aforesaid professional boxing match between the participants Plaintiff MAGOMED ABDUSALAMOV and Ismaikel Perez on at the "Theatre at Madison Square Garden" on November 2, 2013.

33. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to hire, appoint, chose, recruit and contract with certain agents, employees and/or other individuals and entities who would enforce, instruct, advise, abide by, require and ensure that the appropriate rules, regulations, guidelines, procedures, policies or protocols were in place and followed with respect to the conduct and termination of the aforesaid professional boxing match when a fighter sustained an extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or was in

danger of sustaining serious physical, mental and/or and life threatening injury or debilitation.

34. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to ensure that its agents, servants, employees, officials, ringside physicians, ringside observers, fight inspectors and referees attending, controlling and ruling over all aspects of the aforesaid professional boxing match were properly trained, experienced, competent, qualified, accomplished and skilled to perform and execute such functions, examinations, determinations and fight terminations.

35. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to ensure that there was proper, adequate, suitable, meaningful, effective, purposeful, and sufficient communication regarding the fitness and physical condition of the fighters between its agents, servants, employees, officials, ringside physicians, ringside observers, fight inspectors and referees attending, controlling and ruling over all aspects of the aforesaid professional boxing match.

36. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees, owed a general, contractual, reasonable and/or special duty of care to ensure that there was proper, adequate, suitable, meaningful, effective, purposeful and sufficient questioning, examination, evaluation and investigation to determine whether the boxers in their charge had sustained an extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or were in danger of sustaining serious physical, mental and/or life threatening or debilitation during and after the aforesaid professional boxing match.

37. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care, to order, direct and ensure that its agents, servants, employees, officials, ringside physicians, ringside observers, fight inspectors and referees perform proper, adequate, suitable, meaningful, effective, purposeful, and sufficient medical and neurological testing, questioning, observation, examination, evaluation and investigation of the Plaintiff/fighter MAGOMED ABDUSALAMOV to determine his physical, neurological and mental status during and after the aforesaid professional boxing match.

38. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to hire, appoint, chose, recruit and contract with certain servants, agents, employees and/or other individuals and entities who would enforce, instruct, advise, abide by, require and ensure that the appropriate rules, regulations, guidelines, procedures, policies or protocols were in place and followed with respect to the conduct and termination of a boxing match when a fighter has sustained an extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or was in danger of sustaining serious physical, mental and/or life threatening injury or debilitation.

39. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to ensure that its agents, servants, employees, officials, ringside physicians, ringside observers, referees, fight inspectors and referees attending, controlling and ruling over all aspects of the boxing match were properly trained, experienced,

competent, qualified, accomplished and skilled to perform and execute such functions, examinations, determinations and fight terminations.

40. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to ensure that there was proper, adequate, suitable and sufficient communication regarding the fitness of the fighters between its agents, servants, employees, officials, ringside physicians, ringside observers, referees, fight inspectors and personnel attending, controlling and ruling over all aspects of the aforesaid professional boxing match.

41. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to ensure that there was proper, adequate, suitable, meaningful, effective, purposeful, and sufficient questioning, examination, evaluation and investigation to determine whether the boxers in their charge had sustained an extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or was in danger of sustaining serious physical, mental and/or life threatening injury or debilitation.

42. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care, to order, direct and ensure that its agents, servants, employees, officials, ringside physicians, ringside observers, fight inspectors and referees perform proper, adequate, suitable, meaningful, effective, purposeful and sufficient medical and neurological testing, questioning, observation, examination, monitoring, evaluation and

investigation of the Plaintiff MAGOMED ABDUSALAMOV to determine his neurological and mental status during and after the aforesaid professional boxing match.

43. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS , its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care, to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion, observation, and at such times as stopping the fight became an important, significant, emergent and/or urgent imperative.

44. That at all times hereinafter mentioned, the Defendants K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care, to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative.

45. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D., as a specially trained physician, neurologist and observer, and as Chief Medical Officer of the New York State Athletic Commission, owed a general, contractual, reasonable and/or special duty of care to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative.

46. That at all times hereinafter mentioned, the Defendant GERARD P. VARLOTTA, D.O., as a specially trained ringside physician and ringside observer, owed a general, contractual, reasonable and/or special duty of care to supervise, order, direct, recommend,

advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative.

47. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D., as a specially trained ringside physician and ringside observer, owed a general, contractual, reasonable and/or special duty of care to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative.

48. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D., as a specially trained ringside physician and ringside observer, owed a general, contractual, reasonable and/or special duty of care to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion, observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative.

49. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE, D.O., as a specially trained ringside physician and ringside observer, owed a general, contractual, reasonable and/or special duty of care to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion, observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative.

50. That at all times hereinafter mentioned, the Defendant MATTHEW D. FARRAGO, as a specially trained fight inspector, owed a general, contractual, reasonable and/or

special duty of care to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion, observation, and at such times as stopping the fight became an important, significant, and/or urgent imperative.

51. That at all times hereinafter mentioned, the Defendant BENJAMIN ESTEVES, JR., as a specially trained referee, owed a general, contractual, reasonable and/or special duty of care to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion observation, and at such times as stopping the fight became an important, significant, and/or urgent imperative.

52. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS its agents, servants and/or employees, owed a general, reasonable, contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands of his opponent during the aforesaid professional boxing match.

53. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, its agents, servants and/or employees, owed a general, reasonable, contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe, and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands of his opponent during the aforesaid professional boxing match.

54. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D., as a specially trained physician, neurologist and observer and as Chief Medical Officer of the New York State Athletic Commission, owed a general, reasonable, contractual and/or special

duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe, and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands of his opponent during the aforesaid professional boxing match.

55. That at all times hereinafter mentioned, the Defendant GERARD P. VARLOTTA, D.O., as a specially trained ringside physician and ringside observer, owed a general, reasonable, contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands of his opponent during the aforesaid professional boxing match.

56. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D., as a specially trained ringside physician and ringside observer, owed a general, reasonable, contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands of his opponent during the aforesaid professional boxing match.

57. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D. as a specially trained ringside physician and ringside observer, owed a general, reasonable, contractual and/or special duty to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonably excessive and extraordinary pummeling and life threatening injury at the hands of his opponent during the aforesaid professional boxing match.

58. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE, D.O., as a specially trained ringside physician and ringside observer, owed a general, reasonable,

contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe, and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands of his opponent during the aforesaid professional boxing match.

59. That at all times hereinafter mentioned, the Defendant MATTHEW D. FARRAGO, as a specially trained fight inspector, owed a general, reasonable, contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe, and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands his opponent during the aforesaid professional boxing match.

60. That at all times hereinafter mentioned, the Defendant BENJAMIN ESTEVES, JR. as a specially trained referee, owed a general, reasonable, contractual and/or special duty of care to look for, prevent, and protect the Plaintiff MAGOMED ABDUSALAMOV from unreasonable, excessive, severe and/or extraordinary pummeling that would expose him to debilitating and/or life threatening injuries at the hands his opponent during the aforesaid professional boxing match.

61. That at all times hereinafter mentioned, the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees, owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would

sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

62. That at all times hereinafter mentioned, the Defendant K2 BOXING PROMOTIONS, LLC, its agents, servants and/or employees, owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

63. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, M.D., as a specially trained physician, neurologist and observer, as Chief Medical Officer of the New York State Athletic Commission, owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

64. That at all times hereinafter mentioned, the Defendant GERARD P. VARLOTTA,

D.O., as a specially trained ringside physician and ringside observer owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

65. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D., as a specially trained ringside physician and ringside observer owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

66. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D., as a specially trained ringside physician and ringside observer owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life

threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

67. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE, D.O., as a specially trained ringside physician and ringside observer owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

68. That at all times hereinafter mentioned, the Defendant MATTHEW D. FARRAGO, as a specially trained fight inspector owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or

mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

69. That at all times hereinafter mentioned, the Defendant BENJAMIN ESTEVES, JR., as a specially trained referee, owed a general, reasonable, contractual and/or special duty of care to the Plaintiff MAGOMED ABDUSALAMOV to consider, anticipate, and expect that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental or life threatening injuries or debilitation, if continuation of the aforesaid professional boxing match was permitted.

70. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, as a specially trained physician, neurologist and observer and as Chief Medical Officer of the New York State Athletic Commission, owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological testing, questioning, observation, examination, evaluation and investigation of the Plaintiff MAGOMED ABDUSALAMOV to determine his physical, neurological and mental status at the conclusion of the aforesaid professional boxing match and either arrange for immediate ambulance transport to a qualified area medical facility, or to repeat such neurological and mental status testing within reasonable time intervals until a definitive assessment is made of no resultant injury or injuries.

71. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, as a

specially trained physician, neurologist, medical monitor and observer and as Chief Medical Officer of the New York State Athletic Commission, owed a general, contractual, reasonable and/or special duty of care to supervise, direct and control the Defendant ringside physicians, ringside observers and fight inspectors to perform timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological testing, questioning, observation, examination, evaluation and investigation of the Plaintiff MAGOMED ABDUSALAMOV to determine his physical, neurological and mental status at the conclusion of the aforesaid professional boxing match and either arrange for immediate ambulance transport to a qualified area medical facility, or to repeat such neurological and mental status testing within reasonable time intervals until a definitive assessment is made of no resultant injury or injuries.

72. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, as a specially trained physician, neurologist, medical monitor and observer and as Chief Medical Officer of the New York State Athletic Commission, owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

73. That at all times hereinafter mentioned, the Defendant BARRY D. JORDAN, as a specially trained physician, neurologist, medical monitor and observer and as Chief Medical Officer of the New York State Athletic Commission, owed a general, contractual, reasonable and/or special duty of care to supervise, direct and control the Defendant ringside physicians,

ringside observers and fight inspectors to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

74. That at all times hereinafter mentioned, the Defendant GERARD. P. VARLOTTA, D.O., as a specially trained ringside physician and ringside observer owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

75. That at all times hereinafter mentioned, the Defendant ANTHONY G. CURRERI, M.D., as a specially trained ringside physician and ringside observer owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

76. That at all times hereinafter mentioned, the Defendant OSRIC S. KING, M.D.,

as a specially trained ringside physician and ringside observer owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

77. That at all times hereinafter mentioned, the Defendant AVERY F. BROWNE, D.O., as a specially trained ringside physician and ringside observer owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

78. That at all times hereinafter mentioned, the Defendant MATTHEW D. FARRAGO, as a specially trained fight inspector, owed a general, contractual, reasonable and/or special duty of care, to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and within reasonable and timely intervals thereafter, inclusive of arranging for appropriate and timely medical intervention immediately upon discovery that same was medically indicated or necessary.

79. That at all times hereinafter mentioned, it the Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to order, direct, recommend, advise, refer, provide and/or ensure meaningful, effective, purposeful, suitable, adequate, proper and appropriate emergency medical and diagnostic equipment, apparatus, ambulances and personnel to immediately identify, diagnose, attend, handle, manage and transport the Plaintiff MAGOMED ABDUSALAMOV to a properly equipped nearby hospital facility upon the immediate conclusion of the aforesaid professional boxing match, given his presentation appearance, conduct, and complaints, all of which were indicative of a substantial beating about the head, face and body, thereby raising the index of suspicion for permanent debilitating and/or life threatening injuries to a level requiring immediate medical intervention after the aforesaid professional boxing match.

80. That at all times hereinafter mentioned, that the Defendant K2 PROMOTIONS, LLC, its agents, servants and/or employees owed a general, contractual, reasonable and/or special duty of care to order, direct, recommend, advise, refer, provide and/or ensure meaningful, effective, purposeful, suitable, adequate, proper and appropriate emergency medical and diagnostic equipment, apparatus, ambulances and personnel to immediately identify, diagnose, attend, handle, manage and transport the Plaintiff MAGOMED ABDUSALAMOV to a properly equipped nearby hospital facility upon the immediate conclusion of the aforesaid professional boxing match, given his presentation, appearance, conduct, and complaints, all of which were indicative of a substantial beating about the head, face, and body, thereby raising the index of suspicion for permanent debilitating and/or life threatening injuries to a level requiring immediate medical intervention.

81. That on November 2, 2013, the Plaintiff MAGOMED ABDUSALAMOV was

lawfully present at the "Theatre at Madison Square Garden" and was engaged as participant and/or competitor with Ismaikel Perez in the aforesaid professional boxing event conducted thereat.

82. That during the course of the aforesaid professional boxing event, the Plaintiff MAGOMED ABDUSALAMOV was caused, allowed, and permitted to be repeatedly, seriously, unreasonably, excessively and violently beaten, bludgeoned, punched and pummeled about the head and face, which ultimately resulted in substantial and serious debilitating and/or life threatening injuries, inclusive of acute traumatic brain injury with resultant permanent brain damage.

83. That the aforesaid boxing event, with serious life threatening injuries, acute traumatic brain injuries and permanent brain damage resulting to the Plaintiff MAGOMED ABDUSALAMOV therefrom, was caused jointly and/or severally by the carelessness, negligence, recklessness, gross negligence, and medical malpractice of the Defendants, their agents, servants, and/or employees in that they:

- Failed to enforce, instruct, advise, abide by, require and ensure that the appropriate rules, regulations, guidelines, procedures, policies or protocols were in place, followed, and executed with respect to the conduct and termination of the aforesaid professional boxing match when the Plaintiff MAGOMED ABDUSALAMOV sustained an extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or was in danger of sustaining serious physical, mental and/or life threatening injury or debilitation;

- Failed to provide and ensure that there were properly trained, experienced, competent, qualified, accomplished and skilled to perform and execute such functions, examinations, determinations and fight terminations;

- Failed to ensure that there was proper, adequate, meaningful, effective, purposeful, suitable and sufficient communication regarding the fitness and

physical condition of the Plaintiff MAGOMED ABDUSALAMOV between their agents, servants, employees, officials, ringside physicians, ringside observers, monitors fight inspectors and referees charged with supervising attending, controlling and ruling over all aspects of the aforesaid professional boxing match;

- Failed to terminate the aforesaid professional boxing match when a reasonable observer in their position would have suspected, feared, and/or concluded that the Plaintiff MAGOMED ABDUSALAMOV had sustained an extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or was in danger of sustaining serious physical, mental and/or life threatening injury or debilitation;

- Failed to terminate the aforesaid professional boxing match when they had an express and affirmative duty to do so;

- Failed to ensure that there was proper, adequate, meaningful, effective, purposeful, suitable and sufficient questioning, examination, evaluation and investigation to determine whether the Plaintiff MAGOMED ABDUSALAMOV in their charge had sustained extraordinary severity of blows in the bout and/or sustained severe physical and/or mental punishment and/or was in danger of sustaining serious physical, mental and/or life threatening injury or debilitation during the aforesaid professional boxing match;

- Failed to perform proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological testing, questioning, observation, examination, evaluation and investigation of the Plaintiff/fighter MAGOMED ABDUSALAMOV to determine his physical condition, neurological condition and mental status during and at all times after the aforesaid professional boxing match;

- Failed to supervise, order, direct, recommend, advise, refer, perform and/or ensure the immediate termination of the aforesaid boxing match upon suspicion observation, and at such times as stopping the fight became an important, significant, emergent, and/or urgent imperative;

- Failed to protect the Plaintiff MAGOMED ABDUSALAMOV from

unreasonably excessive and extraordinary pummeling and life threatening and debilitating injury at the hands of his opponent during the aforesaid professional boxing match;

- Failed to consider, anticipate, and expect, that he would be exposed to potentially debilitating and/or life threatening mental and/or physical injuries and to render or arrange for speedy and prompt assistance to the Plaintiff MAGOMED ABDUSALAMOV in terminating the aforesaid professional boxing match when it was suspected and/or appeared that he sustained an extraordinary severity of blows in the bout and/or may or would sustain severe physical and/or mental punishment and/or serious physical, mental and/or life threatening injury or debilitation, if continuation of the aforesaid professional boxing match was permitted;

- Failed to monitor, care, conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological testing, questioning, observation, examination, evaluation and investigation of the Plaintiff MAGOMED ABDUSALAMOV to determine his physical condition, neurological and mental status at the immediate conclusion of the aforesaid professional boxing match and at all times thereafter;

- Failed to supervise, order, direct and control timely, proper, adequate, suitable and sufficient medical and neurological testing, questioning, observation, examination, evaluation and investigation of the Plaintiff MAGOMED ABDUSALAMOV to determine his physical condition, neurological and mental status at the immediate conclusion of the aforesaid professional boxing match and at all times thereafter;

- Failed to conduct, perform and undertake timely, proper, adequate, meaningful, effective, purposeful, suitable and sufficient medical and neurological care and treatment of the Plaintiff MAGOMED ABDUSALAMOV at the immediate conclusion of the aforesaid professional boxing match and at all times thereafter;

- Failure to timely order, perform and/or recommend that an MRI/CT scan be performed after and at the immediate conclusion of the aforesaid professional boxing match and at all times thereafter;

- Failed to meaningfully, effectively, purposefully and adequately monitor the Plaintiff's vital signs after and at the immediate conclusion of the aforesaid professional boxing match and at all times thereafter;

- Failed to recognize, diagnose and/or appreciate the significance of blood found in the Plaintiff's urine along with signs, symptoms and complaints of progressive nausea, vomiting, headache, malaise, facial fracture(s), hand fracture, disorientation, compromised coordination, alteration of speech pattern, lethargy and vertigo indicative of a closed traumatic brain injury after and at the conclusion of the aforesaid boxing match and at all times thereafter;

- Failed to order, direct, recommend, advise, refer, provide and/or ensure meaningful, effective, purposeful, suitable, adequate, proper and appropriate emergency medical and diagnostic equipment, apparatus, ambulance and personnel as was necessary and required to immediately identify, diagnose, attend, handle, manage and transport the Plaintiff MAGOMED ABDUSALAMOV to a nearby qualified hospital facility upon the presentation of the signs, symptoms and complaints suggestive of the aforementioned traumatic brain injury he was suffering from immediately after and at the conclusion of the aforesaid professional boxing match and at all times thereafter;

- Falsely reassuring the Plaintiff, MAGOMED ABDUSALMOV, and his family, that his injuries were less severe than they were in actuality;

- Failed to provide timely and appropriate medical transport, via ambulance to a nearby qualified hospital facility despite the availability of one or more such ambulances on the premises of Defendant MSG HOLDINGS, L.P. d/b/a MSG SPORTS during and immediately following the conclusion of the aforesaid professional boxing match and at all times thereafter;

- Failed to recognize, diagnose, treat and/or respond to the Plaintiff MAGOMED ABDUSALAMOV'S emergent condition;

- Failed to recognize, diagnose, treat and/or respond to the Plaintiff MAGOMED ABDUSALAMOV'S multiple fractures;
- Caused, permitted and/or allowed the Plaintiff MAGOMED ABDUSALAMOV to sustain, endure, and experience extensive intracranial hemorrhage and extensive acute subdural hematoma;
- Caused, permitted and/or allowed delays in appropriate diagnosis, transport and treatment with resultant loss of crucial minutes and hours that caused, permitted, and/or allowed the Plaintiff MAGOMED ABDUSALAMOV'S neurological injuries to deteriorate, progress, and worsen, further impeding his chances for full recovery;
- Caused, permitted and/or allowed delays in appropriate diagnosis, transport and treatment that resulted in a cerebral herniation while at St. Luke's Roosevelt Hospital with resultant irreversible brain injury;
- Caused, permitted and/or allowed the Plaintiff MAGOMED ABDUSALAMOV to be placed into medically-induced coma, which ultimately resulted in a stroke;
- Carelessly, negligently and recklessly contributed to a delay in the appropriate diagnosis and treatment of the Plaintiff MAGOMED ABDUSALAMOV'S aforementioned condition;
- Failed to have or otherwise implement a plan of medical management for the Plaintiff, MAGOMED ABDUSALAMOV, inclusive of prompt physician evaluation, initial treatment or stabilization, and transfer of patients presenting emergencies to an appropriate receiving hospital or medical facility;
- Failed in their responsibility to provide timely and appropriate emergency services for suspected head trauma and brain injury sufficient to evaluate, initially manage or treat, and admit to appropriate medical facility for definitive care and treatment;
- Failed to follow and abide by New York State and City's local boxing commission's rules on boxer safety and medical examination protocols;

- Failed to follow, abide by, or otherwise comply with Article 4.17 of the World Boxing Council Rules and Regulations governing “Post-Bout Examinations”;

- Failed to follow, abide by, or otherwise comply with Article 4.18 of the World Boxing Council Rules and Regulations governing “Post Knockout Examinations”;

- Failed to offer, provide, or otherwise submit Plaintiff, MAGOMED ABDUSALAMOV to the medical services and personnel that should have been available on premises during and after the aforesaid professional boxing match, as provided for in Article 4.22 and/or Article 4.23 of the World Boxing Council Rules and Regulations governing “Emergency Equipment at the Ring” and “Medical Facilities”, respectively;

- Failed to follow, abide by, or otherwise comply with Article 4.24 of the World Boxing Council Rules and Regulations governing “Role of Medical Officers at WBC -Sanctioned Bouts”;

-Failed to maintain and/or record adequate medical and other records, notes and written documents relative to the Plaintiff MAGOMED ABDUSALAMOV’S medical condition prior to and following the aforesaid professional boxing match;

-Violated those laws, rules and regulations and accepted standards including but not limited to the applicable provisions of the New York State Education Law, Law (8 NYCRR 29.2(a)(3), and section 6509(9) of the Education Law by ‘failing to maintain a record for each patient which accurately reflects the evaluation and treatment of the patient’), New York State Public Health Law (§ 2805-d), New York State Athletic Commission, the United States “Professional Boxing Safety Act”, and the World Boxing Council’s Rules and Regulations in such cases made and provided for and which the Trial Court will take judicial notice of.

All claimed deviations and departures from accepted medical practice caused and/or contributed to the claimed injuries and irreparable harm to the Plaintiff, MAGOMED ABDUSALAMOV,

without him being contributorily negligent thereto.

84. That as a direct and proximate result of the aforesaid gross negligence, medical malpractice, careless, negligent, and reckless actions of the Defendants, the Plaintiff MAGOMED ABDUSALAMOV has been caused to sustain severe and permanently disabling multiple bodily injuries and permanent brain damage with severe and on-going conscious pain and suffering; that he required and does continue to require long term hospitalization, surgical and medical rehabilitative care and treatment with continuing pain and suffering and disability; that he has and continues to be unable to attend to his usual vocation and social activities; that he has been obligated to expend and will continue to expend in the future, sums of money for hospital, medical and rehabilitative care and attention and will require additional future surgery; that he has suffered past, present and future impairment of his earning capacity, and has suffered and will continue to suffer a loss of enjoyment of life and permanent disability with ongoing pain and suffering and impairment of his normal social life activities and enjoyment of life.

85. That the within action falls within one or more exceptions to CPLR 1602, including but not limited to: CPLR §1602(2)(iv); CPLR §1602(5), CPLR §1602(7), and CPLR §1602(11).

86. That the amount of damages sought exceeds the jurisdiction of all lower Courts, which would otherwise have jurisdiction.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF
CHARLES J. THOMAS, AS GUARDIAN OF THE PROPERTY OF
MAGOMED ABDUSALAMOV**

87. The plaintiffs repeat, reiterate and realleges each and every allegation set forth in the first cause of action as if set forth at length herein.

88. That at no time prior to treatment, nor on the date(s) of the treatment was

Plaintiff, MAGOMED ABDUSALAMOV, ever advised, either orally or in writing, of the possible risks and dangers nor of the possibility of permanent damage to his brain or body with regard to the care and treatment being rendered to him during and after the aforesaid professional boxing match, nor was he ever advised that he may suffer severe and significant personal damages and had defendants or any of their agents, employees, servants and/or associates informed or advised the plaintiff of the risks or damages involved, the Plaintiff, MAGOMED ABDUSALAMOV, would not have consented to the treatment rendered to him.

89. That a reasonably prudent person in the plaintiff's position would not have undergone the treatment if he had been fully informed and that the lack of informed consent, and lack of warning as to the severity of his post-bout medical condition is a proximate cause of the injury for which recovery is sought.

90. That by reason of the above premises, the Plaintiff, MAGOMED ABDUSALAMOV, has been damaged in a substantial sum of money to be determined by a Court and Jury, in excess of the jurisdictional limits of all lower courts that might otherwise have jurisdiction over this action.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF
CHARLES J. THOMAS, AS GUARDIAN OF THE PROPERTY OF
MAGOMED ABDUSALAMOV**

91. This Plaintiff repeats and realleges each and every allegation contained in the prior applicable paragraphs of this Complaint, with the same force and effect as if alleged in full.

92. The Defendants, jointly and/or severally, by their aforementioned acts, did intentionally, willfully, and knowingly cause the Plaintiff MAGOMED ABDUSALAMOV to suffer severe and permanently disabling bodily injuries and permanent brain damage, mental, emotional and physical distress, conscious pain and suffering and monetary damages.

93. That the intentional conduct by Defendants, jointly and/or severally, was morally culpable and grossly wanton, manifesting a conscious disregard for the rights of others and the general public. As a result of the foregoing, the Plaintiff MAGOMED ABDUSALAMOV demands punitive damages in an amount sufficient to punish defendants and deter other prospective wrongdoers.

94. That the Defendants, jointly and/or severally, committed the foregoing acts intentionally, willfully and with malicious disregard for the Plaintiff MAGOMED ABDUSALAMOV'S rights and are therefore liable for punitive damages in amount in excess of the jurisdictional limits of all lower courts which might otherwise have jurisdiction over this action.

**AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF
BAKANAY ABDUSALAMOVA, INDIVIDUALLY AS WIFE OF
MAGOMED ABDUSALAMOV**

95. This Plaintiff repeats and realleges each and every allegation contained in the prior applicable paragraphs of this Complaint, with the same force and effect as if alleged in full.

96. That at all times hereinafter mentioned, this Plaintiff was and still is the wife of the Plaintiff MAGOMED ABDUSALAMOVA and resided with her said husband in Cos Cob, Town of Greenwich, State of Connecticut.

97. That as a result of the Defendants' aforesaid gross negligence, medical malpractice, careless and reckless actions, which have resulted in the severe and permanently disabling bodily injuries and permanent brain damage of her Plaintiff/husband, the Plaintiff BAKANAY ABDUSALAMOVA has and will continue to be deprived of the aid, society, support, companionship, services and earnings of her said husband; that she has and continues to suffer a permanent impairment of the normal marital and social relationship and impairment of

the family life of herself and children and loss of enjoyment of life; that said Plaintiff has and will continue to suffer considerable and irreparable emotional damage, worry and concern over her Plaintiff/husband's condition, diminished longevity and life expectancy; and that said Plaintiff has and continues to expend considerable time and effort in caring for her ailing Plaintiff/husband.

98. That the within action falls within one or more of the exceptions to CPLR 1602 including but not limited to: CPLR §1602(2)(iv); CPLR §1602(5), CPLR §1602(7), and CPLR §1602(11).

99. That the amount of damages sought exceeds the jurisdiction of all lower courts that would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF
PATIMAT ABDUSALAMOVA, AN INFANT BY HER MOTHER
AND NATURAL GUARDIAN BAKANAY ABDUSALAMOVA**

100. This Plaintiff repeats and realleges each and every allegation contained in the prior applicable paragraphs of this Complaint, with the same force and effect as if alleged in full.

101. That at all times hereinafter mentioned, this Plaintiff was and still is the infant daughter of the Plaintiff MAGOMED ABDUSALAMOV and resided with her said father in Cos Cob, Town of Greenwich, State of Connecticut.

102. That as a result of the Defendants' aforesaid gross negligence, medical malpractice, careless and reckless actions, the Plaintiff PATIMAT ABDUSALAMOVA has and will continue to suffer extensive pecuniary loss in that said Plaintiff has and continues to be deprived of the moral training, guidance, earnings, instruction, mentoring and counseling of her said Plaintiff/father.

103. That the within action falls within one or more of the exceptions to CPLR 1602

including but not limited to: CPLR §1602(2)(iv); CPLR §1602(5), CPLR §1602(7), and CPLR §1602(11).

104. That the amount of damages sought exceeds the jurisdiction of all lower courts that would otherwise have jurisdiction.

**AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF
SHAKRIZAT ABDUSALAMOVA, AN INFANT BY HER MOTHER
AND NATURAL GUARDIAN BAKANAY ABDUSALAMOVA**

105. This Plaintiff repeats and realleges each and every allegation contained in the prior applicable paragraphs of this Complaint, with the same force and effect as if alleged in full.

106. That at all times hereinafter mentioned, this Plaintiff was and still is the infant daughter of the Plaintiff MAGOMED ABDUSALAMOV and resided with her said father in Cos Cob, Town of Greenwich, State of Connecticut.

107. That as a result of the Defendants' aforesaid gross negligence, medical malpractice, careless and reckless actions, the Plaintiff SHAKRIZAT ABDUSALAMOVA has and will continue to suffer extensive pecuniary loss in that said Plaintiff has and continues to be deprived of the moral training, guidance, earnings, instruction, mentoring and counseling of her said Plaintiff/father.

108. That the within action falls within one or more of the exceptions to CPLR 1602 including but not limited to: CPLR §1602(2)(iv); CPLR §1602(5), CPLR §1602(7), and CPLR §1602(11).

109. That the amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF
SAYGIBAT ABDUSALAMOVA, AN INFANT BY HER MOTHER
AND NATURAL GUARDIAN BAKANAY ABDUSALAMOVA**

110. This Plaintiff repeats and realleges each and every allegation contained in the prior applicable paragraphs of this Complaint, with the same force and effect as if alleged in full.

111. That at all times hereinafter mentioned, this Plaintiff was and still is the infant daughter of the Plaintiff MAGOMED ABDUSALAMOV and resided with her said father in Cos Cob, Town of Greenwich, State of Connecticut.

112. That as a result of the Defendants' aforesaid gross negligence, medical malpractice, careless and reckless actions, the Plaintiff SHAKRIZAT ABDUSALAMOVA has and will continue to suffer extensive pecuniary loss in that said Plaintiff has and continues to be deprived of the moral training, guidance, earnings, instruction, mentoring and counseling of her said Plaintiff/father.

113. That the within action falls within one or more of the exceptions to CPLR 1602 including but not limited to: CPLR §1602(2)(iv); CPLR §1602(5), CPLR §1602(7), and CPLR §1602(11).

114. That the amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

WHEREFORE, the Plaintiffs demand Judgment against the Defendants, jointly and/or severally, in the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action in amounts that exceeds the jurisdictional limitations of all lower courts; together with the costs and disbursements of this action.

Dated: New York, New York
June 19, 2014

PAUL J. EDELSTEIN
THE EDELSTEINS, FAEGENBURG & BROWN, LLP
Attorneys for Plaintiffs
61 Broadway, Suite 2210
New York, N.Y. 10006
Tel. (212) 425-1999

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----x
CHARLES J. THOMAS, as guardian of the property of MAGOMED
ABDUSALAMOV, an incapacitated person, BAKANAY
ABDUSALAMOVA, individually, PATIMAT ABDUSALAMOVA,
SHAKRIZAT ABDUSALAMOVA, and SAYGIBAT
ABDUSALAMOVA, as infants by their mother and natural
guardian BAKANAY ABDUSALAMOVA,

Index No.:

**CERTIFICATE
OF MERIT**

Plaintiffs,

-against-

MATTHEW D. FARRAGO, ANTHONY G. CURRERI, M.D.,
OSRIC S. KING, M.D., AVERY F. BROWNE, D.O.,
GERARD P. VARLOTTA, D.O., BARRY D. JORDAN, M.D.,
BENJAMIN ESTEVES, JR., K2 BOXING PROMOTIONS, LLC
and MSG HOLDINGS, L.P. d/b/a MSG SPORTS,

Defendants.

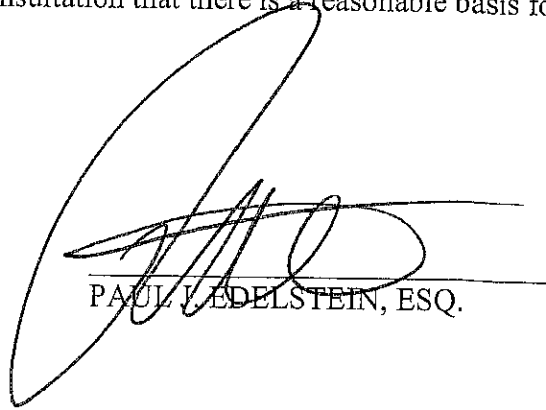
-----x
PAUL J. EDELSTEIN, an attorney duly admitted to practice law in the Courts of the
State of New York, under the penalties of perjury, hereby affirms and certifies that your
Affirmant is the attorney for the Plaintiffs herein and is fully familiar with the facts and
circumstances surrounding the case of the Plaintiff MAGOMED ABDUSALAMOV arising out
of his care and treatment on by the Defendants ANTHONY G. CURRERI, M.D.,
OSRIC S. KING, M.D., AVERY F. BROWNE, D.O., GERARD P. VARLOTTA, D.O. and
BARRY D. JORDAN, M.D. on November 2, 2013.

Your Affirmant hereby certifies that Affirmant has reviewed the facts of the case and the
records of St. Luke's-Roosevelt Hospital Center and the New York State Athletic Commission
and has consulted with at least one physician in the within medical malpractice action.

Said consulting physician is licensed to practice medicine in New York and your
Affirmant reasonably believes that said physician is knowledgeable in the relevant issues

involved in the particular action and that your Affirmant, as attorney for the Plaintiffs herein, has concluded on the basis of such review and consultation that there is a reasonable basis for commencement of such action.

Dated: New York, New York
June 19, 2014



PAUL V. EDELSTEIN, ESQ.

CHARLES J. THOMAS, as guardian of the property of MAGOMED
ABDUSALAMOV, an incapacitated person, BAKANAY
ABDUSALAMOVA, individually,
PATIMAT ABDUSALAMOVA, individually,
SHAKRIZAT ABDUSALAMOVA, individually, and
SAYGIBAT ABDUSALAMOVA, individually, as infants by
their mother and natural guardian BAKANAY ABDUSALAMOVA,

Plaintiffs,

-against-

MATTHEW F. FARRAGO, ANTHONY G. CURRERI, M.D.,
OSRIC S. KING, M.D., AVERY F. BROWNE, D.O.,
GERARD P. VARLOTTA, D.O., BARRY D. JORDAN, M.D.,
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and MSG HOLDINGS, L.P. d/b/a MSG SPORTS,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

THE EDELSTEINS, FAEGENBURG & BROWN, LLP.
Attorneys for Plaintiffs
61 Broadway, Suite 2210
New York, New York 10006
(212) 425-1999

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated:.....

Signature.....

Name:.....Paul J. Edelstein.....

Print Signer's.....