

NEW YORK STATE SUPREME COURT
MONROE COUNTY

IAN EGLING,

Plaintiff,

-against-

UNIVERSITY OF ROCHESTER D/B/A UNIVERSITY
OF ROCHESTER MEDICAL CENTER,

Defendant.

Index No.: _____

SUMMONS

Plaintiff designates Rochester
County as the place of trial.

The basis of venue is the location in
which a substantial part of the events
or omissions giving rise to plaintiff's
claims occurred.

TO THE ABOVE-NAMED DEFENDANTS:

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

Dated: March 25, 2026

PFAU COCHRAN VERTETIS AMALA PLLC

By 
Mallory C. Allen
Tatiana M. Akhund
Jeremiah Surface
mallen@pcvalaw.com
takhund@pcvalaw.com
jsurface@pcvalaw.com
120 Broadway, 26th Floor
New York, NY 10271
(646) 480-0848

Attorneys for Plaintiff

NEW YORK STATE SUPREME COURT
MONROE COUNTY

IAN EGLING,

Index No.: _____

Plaintiff,

COMPLAINT

-against-

UNIVERSITY OF ROCHESTER D/B/A UNIVERSITY
OF ROCHESTER MEDICAL CENTER,

Defendant.

Plaintiff Ian Egling, by and through his attorney, Mallory C. Allen, of the law firm Pfau Cochran Vertetis Amala PLLC, respectfully alleges for his complaint the following:

I. INTRODUCTION

1. This complaint is based on Dr. Gareth A. Warren's sexual assault and exploitation of Plaintiff Ian Egling when he was a patient at the University of Rochester Medical Center.

II. PARTIES

2. Plaintiff Ian Egling is an adult male who currently resides in Rochester, New York.

3. Ian Egling was a victim of one or more criminal sex acts in the State of New York at the hands of defendant University of Rochester d/b/a University of Rochester Medical Center doctor, Dr. Gareth Warren, including sex acts that would constitute a sexual offense under NY Penal Law 130.52.

4. Upon information and belief, Dr. Gareth A. Warren ("Dr. Warren") is an adult male residing in Rochester, New York who practices medicine in Rochester, New York.

5. At all relevant times defendant University of Rochester d/b/a University of Rochester Medical Center was a New York not-for-profit corporation organized under New York law with its principal place of business in Rochester, New York.

6. At all relevant times defendant University of Rochester d/b/a University of Rochester Medical Center conducted business as “University of Rochester,” “University of Rochester Medical Center,” “University of Rochester Medical Center,” “Strong Memorial Hospital,” “UR Medicine,” “UR Medicine Urology,” “University of Rochester Medicine Urology,” and “University of Rochester Medicine.” All such entities are collectively referred to herein as “University of Rochester Medical Center.”

7. At all relevant times, defendant University of Rochester Medical Center used Dr. Warren as one of its employees, agents, or servants, including as a doctor at its medical facilities and locations where he provided medical services on behalf of defendant University of Rochester Medical Center for its material benefit.

8. To the extent that defendant University of Rochester Medical Center was, or operated as, a different entity, corporation, or organization when Dr. Warren used his position as a doctor with University of Rochester Medical Center to sexually abuse Plaintiff, such entity, corporation, or organization is hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as University of Rochester Medical Center.

9. To the extent that defendant University of Rochester Medical Center is a successor to a different entity, corporation, or organization that existed when Dr. Warren used his position as a doctor with University of Rochester Medical Center to sexually abuse Plaintiff, or that may be liable for Dr. Warren’s sexual abuse Plaintiff in this lawsuit, including University of Rochester, University Rochester Medical Center, Strong Memorial Hospital, UR Medicine, UR Medicine Urology, University of Rochester Medicine Urology, and University of Rochester Medicine, or any other entity, corporation, or organization that subsequently or eventually merged into University of Rochester Medical Center, such predecessor entity, corporation, or organization is

hereby on notice that it is intended to be a defendant in this lawsuit and is named in the caption and in this complaint as University of Rochester Medical Center.

10. All such University of Rochester Medical Center-related entities, corporations, or organizations are collectively identified and referred to herein as “University of Rochester Medical Center.”

III. JURISDICTION AND VENUE

11. Venue is proper because defendant University of Rochester Medical Center is a not-for profit corporation authorized to transact business in New York with its principal office located in Rochester, New York.

12. Venue is proper because Monroe is the county in which a substantial part of the acts or omissions giving rise to Plaintiff’s claims occurred.

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

IV. STATEMENT OF FACTS

14. Plaintiff Ian Egling repeats and re-alleges the above allegations.

15. Upon information and belief, at all relevant times defendant University of Rochester Medical Center managed, maintained, supervised, operated, and controlled the medical facilities, locations, and equipment, of University of Rochester Medical Center, and the affiliated medical facilities, locations, and equipment that Dr. Gareth Warren used to sexually abuse Plaintiff.

16. At all relevant times defendant University of Rochester Medical Center hired, managed, supervised, and controlled the doctors, nurses, medical personnel, administrators, and staff that worked and / or volunteered at its medical facilities and locations, including Dr. Warren and all other persons who worked and/or volunteered at University of Rochester Medical Center,

affiliated medical facilities and locations where Plaintiff was sexually abused by Dr. Gareth Warren.

17. At all relevant times defendant University of Rochester Medical Center held itself out to the public as the owner of its medical facilities and locations, including the medical facilities and locations of University of Rochester Medical Center and the affiliated medical facilities and locations where Plaintiff was sexually abused by Dr. Gareth Warren.

18. At all relevant times defendant University of Rochester Medical Center held out its agents, servants, and employees to the public as those who managed, maintained, supervised, operated, and controlled its medical facilities and locations, including the medical facilities and locations of University of Rochester, University of Rochester Medical Center, Strong Memorial Hospital, UR Medicine, UR Medicine Urology, University of Rochester Medicine Urology, and University of Rochester Medicine, and the affiliated medical facilities and locations where Plaintiff was sexually abused by Dr. Gareth Warren.

19. At all relevant times defendant University of Rochester Medical Center held out its agents, servants, and employees to the public as those who hired, managed, supervised, and controlled the doctors, nurses, medical personnel, administrators, and staff that worked and/or volunteered at its medical facilities and locations, including Dr. Gareth Warren and all other persons who worked and / or volunteered at University of Rochester, University of Rochester Medical Center, Strong Memorial Hospital, UR Medicine, UR Medicine Urology, University of Rochester Medicine Urology, and University of Rochester Medicine, and the affiliated medical facilities and locations where Plaintiff was sexually abused by Dr. Gareth Warren.

20. At all relevant times defendant University of Rochester Medical Center materially benefited from the operation of its medical facilities and locations, including University of Rochester, University of Rochester Medical Center, Strong Memorial Hospital, UR Medicine, UR

Medicine Urology, University of Rochester Medicine Urology, and University of Rochester Medicine, and the affiliated medical facilities and locations where Plaintiff was sexually abused by Dr. Gareth Warren.

21. At all relevant times Dr. Gareth Warren was a doctor of defendant University of Rochester Medical Center who worked and / or volunteered at its medical facilities and locations, including University of Rochester, University of Rochester Medical Center, Strong Memorial Hospital, UR Medicine, UR Medicine Urology, University of Rochester Medicine Urology, and University of Rochester Medicine and the affiliated medical facilities and locations where Plaintiff was sexually abused by Dr. Gareth Warren.

22. At all relevant times Dr. Gareth Warren was an agent and / or employee of defendant University of Rochester Medical Center.

23. At all relevant times defendant University of Rochester Medical Center held Dr. Gareth Warren out to the public and to Plaintiff as its agent and employee.

24. At all relevant times defendant University of Rochester Medical Center held Dr. Gareth Warren out to the public and to Plaintiff as having been vetted, screened, and approved to serve as one of its agents and employees, and as a preeminent expert in his field.

25. At all relevant times Dr. Gareth Warren was acting in the course and scope of his employment as an agent and/or employee of defendant University of Rochester Medical Center.

26. At all relevant times Dr. Gareth Warren had or used offices or examination rooms on the premises of defendant University of Rochester Medical Center.

27. Dr. Gareth Warren used his position as an agent and/or employee of defendant University of Rochester Medical Center to sexually abuse Plaintiff while using its medical facilities, locations, and equipment.

28. Defendant University of Rochester Medical Center used Dr. Gareth Warren to provide services to Plaintiff for its material benefit.

29. Defendant University of Rochester Medical Center had the right to supervise, manage, and control Dr. Gareth Warren when he provided services to Plaintiff and others on its behalf and for its material benefit.

30. Before defendant University of Rochester Medical Center allowed Dr. Gareth Warren to use his position as its agent and/or employee to sexually abuse Plaintiff, defendant University of Rochester Medical Center knew or should have known that its employees or agents, including doctors, would use their position of authority to sexually abuse patients.

31. Before defendant University of Rochester Medical Center allowed Dr. Gareth Warren to use his position as its agent and employee to sexually abuse Plaintiff, defendant University of Rochester Medical Center knew or should have known that Dr. Gareth Warren was using his position as its agent to sexually abuse patients.

32. Upon information and belief, another former patient lodged numerous complaints in 2016 against Dr. Warren and to the University of Rochester Medical Center alleging that Dr. Warren sexually assaulted him.

33. Despite those complaints, the University of Rochester Medical Center failed to take any action to protect future patients.

34. Before defendant University of Rochester Medical Center allowed Dr. Gareth Warren to use his position as its agent and/or employee to sexually abuse Plaintiff, defendant University of Rochester Medical Center knew or should have known that Dr. Gareth Warren would use his position as its agent and/or employee to sexually abuse Plaintiff.

35. Defendant University of Rochester Medical Center took no steps to prevent defendant Dr. Warren from using his position as its agent and/or employee to sexually abuse Plaintiff or the other patients that Dr. Warren sexually abused.

36. Defendant University of Rochester Medical Center took no steps to prevent defendant Dr. Warren from using the tasks, premises, and instrumentalities of his position as its agent and employee to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at University of Rochester, University of Rochester Medical Center, Strong Memorial Hospital, UR Medicine, UR Medicine Urology, University of Rochester Medicine Urology, and University of Rochester Medicine.

37. In approximately May 2025, Dr. Gareth Warren used his position as an agent and employee of defendant University of Rochester Medical Center to sexually abuse Plaintiff.

38. Plaintiff was in the care, custody, and control of defendant University of Rochester Medical Center when he was sexually abused by Dr. Gareth Warren, while he was being “treated” using its medical facilities, locations, and equipment.

39. Dr. Gareth Warren’s sexual assault of Plaintiff occurred in the examination rooms under the control of University of Rochester Medical Center, where Dr. Gareth Warren worked as a physician and urologist.

40. Dr. Gareth Warren’s sexual assault of Plaintiff occurred under the guise and pretext of Dr. Gareth Warren providing “medical treatment” to Plaintiff, who was his patient.

41. Defendant University of Rochester Medical Center allowed Dr. Gareth Warren to use his position as its agent and/or employee to sexually abuse Plaintiff.

42. Defendant University of Rochester Medical Center allowed Dr. Gareth Warren to use his position as its agent and/or employee to sexually abuse and exploit Plaintiff in multiple

ways, including convincing Plaintiff that his “medical treatment” required Dr. Gareth Warren to fondle Plaintiff’s penis and buttocks.

43. Defendant University of Rochester Medical Center allowed Dr. Gareth Warren to use the tasks, premises, and instrumentalities of his position as its agent and/or employee to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at defendant University of Rochester Medical Center.

44. Defendant University of Rochester Medical Center allowed Dr. Gareth Warren to sexually abuse Plaintiff using property that was owned, operated, and/or controlled by defendant University of Rochester Medical Center, including its medical facilities, locations, and equipment.

45. Defendant University of Rochester Medical Center knew or should have known that its negligent conduct would inflict severe emotional and psychological distress, as well as personal physical injury, on others, including Plaintiff.

46. Plaintiff suffered severe emotional and psychological distress and personal physical injury because of Defendant University of Rochester Medical Center’s wrongful conduct.

V. CAUSES OF ACTION

A. FIRST CAUSE OF ACTION - NEGLIGENCE

47. Plaintiff Ian Egling re-alleges the paragraphs set forth above.

48. Defendant University of Rochester Medical Center had a duty to take reasonable steps to protect Plaintiff from foreseeable harm when Plaintiff was in its care, custody, and control, including when Plaintiff was a patient of defendant University of Rochester Medical Center and was receiving treatment using its affiliated medical facilities, locations, and equipment.

49. Defendant University of Rochester Medical Center breached the foregoing duty by failing to exercise reasonable care to prevent Dr. Gareth Warren from sexually abusing Plaintiff when Plaintiff was in its care, custody, and control, including when the Plaintiff was a patient of

defendant University of Rochester Medical Center and was receiving treatment using its affiliated medical facilities, locations, and equipment.

50. Defendant University of Rochester Medical Center also had a duty to take reasonable steps to prevent Dr. Gareth Warren from using the tasks, premises, and instrumentalities of his position of authority as its agent and employee to sexually abuse Plaintiff, including its medical facilities, locations, and equipment at defendant University of Rochester Medical Center.

51. Defendant University of Rochester Medical Center breached the foregoing duty by failing to exercise reasonable care to prevent Dr. Gareth Warren from using the tasks, premises, and instrumentalities of his position as its agent to sexually abuse Plaintiff, including its affiliated medical facilities, locations, and equipment at defendant University of Rochester Medical Center.

52. Defendant University of Rochester Medical Center breached the foregoing duties by failing to exercise reasonable care in supervising Dr. Gareth Warren when he was using its tasks, premises, and instrumentalities, including failing to investigate complaints and concerns about his behavior; failing to exercise reasonable care in training its other agents and employees to supervise Dr. Gareth Warren, including recognizing signs that he was using his position to sexually abuse patients; failing to exercise reasonable care in supervising Plaintiff while the Plaintiff was in its care, custody, and control, including allowing Dr. Gareth Warren to have unsupervised contact with Plaintiff; and, failing to warn Plaintiff that Dr. Gareth Warren may pose a danger to Plaintiff in that he might use his position to sexually abuse him.

53. As a direct and proximate result of the wrongful acts and omissions of defendant University of Rochester Medical Center, Dr. Gareth Warren was able to use his position as its agent to sexually abuse Plaintiff.

54. As a direct and proximate result of the wrongful acts and omissions of defendant University of Rochester Medical Center, Plaintiff sustained physical and psychological injuries,

including but not limited to, severe emotional and psychological distress, humiliation, fright, dissociation, anger, depression, anxiety, and family turmoil, a severe shock to his nervous system, physical pain and mental anguish, and emotional and psychological damage, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature, and Plaintiff has and/or will become obligated to expend sums of money for treatment.

D. SECOND CAUSE OF ACTION - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

55. Plaintiff Ian Egling repeats and re-alleges all of his allegations above and below.

56. Defendant University of Rochester Medical Center engaged in reckless, extreme, and outrageous conduct by providing Dr. Warren with access to patients, including Plaintiff, despite knowing that he would likely use his position to groom and to sexually abuse patients, including Plaintiff. University of Rochester Medical Center's misconduct was so shocking and outrageous that it exceeds the reasonable bounds of decency as measured by what the average member of the community would tolerate and demonstrates an utter disregard of the consequences that would follow.

57. Defendant University of Rochester Medical Center knew that this reckless, extreme, and outrageous conduct would inflict severe emotional and psychological distress, including personal physical injury, on Plaintiff, and Plaintiff did in fact suffer severe emotional and psychological distress and personal physical injury as a result, including severe mental anguish, humiliation, and emotional and physical distress.

VI. NO APPORTIONMENT OF LIABILITY

58. Pursuant to CPLR 1603, the foregoing causes of action are exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided in CPLR 1602, including but not limited to, CPLR 1602(2), CPLR 1602(5), 1602(7) and 1602(11), thus precluding

defendants from limiting their liability by apportioning some portion of liability to any joint tortfeasor.

VII. JURY DEMAND

59. Plaintiff Ian Egling hereby demands a trial by jury.

VIII. PRAYER FOR RELIEF

60. WHEREFORE, Plaintiff Ian Egling demands judgment against defendant University of Rochester Medical Center for his respective causes of action, together with compensatory and punitive damages, and the interest, cost and disbursements pursuant to his causes of action, and such other and further relief as the Court deems just and proper.

61. Plaintiff Ian Egling specifically reserves the right to pursue additional causes of action, other than those outlined above, that are supported by the facts pleaded or that may be supported by other facts learned in discovery.

Dated: March 25, 2026

PFAU COCHRAN VERTETIS AMALA PLLC

By 

Mallory C. Allen

Tatiana M. Akhund

Jeremiah Surface

mallen@pcvalaw.com

takhund@pcvalaw.com

jsurface@pcvalaw.com

120 Broadway, 26th Floor

New York, NY 10271

(646) 480-0848

Attorney for Plaintiff