



HEALTH CLAIMS ARBITRATION OFFICE  
 State of Maryland  
 118 North Howard Street, Suite 610  
 Baltimore, MD 21201

STATEMENT OF CLAIM

HCA No. 91-514

CLAIMANT(S)

Summar Mohamed  
Name  
14132 Stonecutter Drive  
Street Address  
North Potomac, MD 20878  
City, State, Zip Code

Name  
Street Address  
City, State, Zip Code

Name  
Street Address  
City, State, Zip Code

HEALTH CARE PROVIDER(S)

A.M. Gohari, M.D.  
Name  
d.b.a. Uptown Women's Clinic  
9061 Shady Grove Court  
Street Address  
Gaithersburg, MD 20877  
City, State, Zip Code

Name  
Street Address  
City, State, Zip Code

Name  
Street Address  
City, State, Zip Code

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NOV 29 1991

HEALTH CLAIMS  
 ARBITRATION OFFICE

- (1) This Claim is filed pursuant to Title 3, Subtitle 2A of the Courts Article. The damages claimed are in excess of \$10,000.00 and the appropriate venue is: Montgomery County, Maryland
- (2) The basis of the claim is described on page(s) attached hereto.
- (3) The resolution of the claim will involve particular expertise in the area of speciality as indicated: gynecology

**WARNING:** Each Claimant has been advised that he/she may be held civilly liable for part or all of the costs resulting from the filing of this claim; this would be an individual and personal responsibility.

ATTORNEY FOR CLAIMANT(S)

Robert C. Kiser  
Signature  
594 North Frederick Avenue  
Street Address  
Gaithersburg, MD 20877  
City, State, Zip Code  
(301) 948-6555

CLAIMANT(S)

Summar Mohamed  
Mounir Mohamed  
Signature

THOMAS L. BEIGHT, ESQUIRE  
 Attorney at Law  
 594 North Frederick Ave.  
 Gaithersburg, MD 20877  
 (301) 948-6555

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IN THE HEALTH CLAIMS ARBITRATION OFFICE  
118 North Howard Street  
Suite 610  
Baltimore, Maryland 21201

SUMMAR MOHAMED  
14132 Stonecutter Drive  
North Potomac, Maryland 20878

and

MOUNIR MOHAMED  
14132 Stonecutter Drive  
North Potomac, Maryland 20878

Plaintiffs

vs.

A.M. GOHARI, M.D.  
d.b.a. Uptown Women's Clinic  
9061 Shady Grove Court  
Gaithersburg, Maryland 20877

Defendant



NOV 23 1991

HEALTH CLAIMS  
ARBITRATION OFFICE

Number: 91-514

CLAIM

The Plaintiffs, Summar Mohamed and Mounir Mohamed, by their attorneys Robert C. Hur, Esquire and Thomas L. Beight, Esquire, sue the Defendant A.M. Gohari, M.D. and for their claim state:

FACTS COMMON TO ALL COUNTS

1. That on February 9, 1991 Plaintiff Summar Mohamed was admitted to Uptown Women's Clinic for the purpose of having an abortion performed.
2. That on February 9, 1991 Plaintiff Summar Mohamed paid to the Defendant Uptown Women's Clinic the agreed upon fee of \$195.00 for the abortion procedure.
3. That the abortion was performed by A.M. Gohari, M.D. of Uptown Women's Clinic.

4. That on February 21, 1991 Plaintiff Summar Mohamed returned to the Uptown Women's Clinic complaining that she still felt pregnant and was in great pain and was bleeding.

5. That A.M. Gohari, M.D. performed the February 21, 1991 follow up exam on Plaintiff Summar Mohamed and stated that the patient's problems were all in her mind.

6. That Plaintiff Summar Mohamed paid Uptown Women's Clinic the agreed upon fee of \$15.00 for the follow up check of February 21, 1991.

7. That on March 21, 1991 Plaintiff Summar Mohamed was transported to the emergency room of Shady Grove Adventist Hospital by her husband, Mounir Mohamed, because she thought she was suffering from kidney stones.

8. That Shady Grove Adventist Hospital examined and tested Plaintiff Summar Mohamed and diagnosed her problem to be an incomplete abortion.

9. That on March 24, 1991 Plaintiff Summar Mohamed was admitted to Columbia Hospital for Women Medical Center where the diagnosis of incomplete abortion was confirmed through a surgical procedure.

10. That Plaintiff Summar Mohamed experienced great physical and mental pain and suffering as well as expense as a result of the incomplete abortion performed February 9, 1991 by Defendant A.M. Gohari, M.D. at Uptown Women's Clinic's facilities.

11. That the Defendant A.M. Gohari, M.D. either carries on a regular business or is employed in Montgomery County,



Maryland, and therefore venue lies in Montgomery County, Maryland.

Count I  
(Summar Mohamed v. A.M. Gohari, M.D.)

The Plaintiff Summar Mohamed sues the Defendant A.M. Gohari, M.D., and for her cause of action in this Count states:

12. That she incorporates by reference all facts contained in paragraphs 1 through 11 above.

13. That Dr. Gohari was negligent in his attempt to perform an abortion upon Plaintiff Summar Mohamed and that he was further negligent in his follow up check of the abortion procedure and that the services provided by Dr. Gohari to Summar Mohamed failed to meet the standard of care required of a treating physician in these circumstances.

14. That as a result of Defendant Dr. A.M. Gohari's negligence and failure to meet the physician's standard of care the Plaintiff Summar Mohamed was severely and permanently injured.

WHEREFORE, your Plaintiff Summar Mohamed claims damages against the Defendant A.M. Gohari, M.D. in an amount in excess of \$10,000.00.

Count II  
(Mr. and Mrs. Mounir Mohamed v. A.M. Gohari, M.D.)

The Plaintiffs Summar Mohamed and Mounir Mohamed, wife and husband, sue the Defendant A.M. Gohari, M.D. and for their cause of action in this Count state:

15. That they incorporate all facts contained in paragraphs 1 through 14 above.

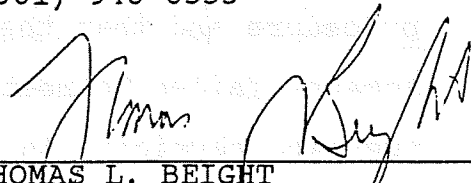
16. That as a direct and proximate result of the negligence of the Defendant, A.M. Gohari, M.D., the Plaintiffs have experienced severe injury to their marital relationship and a loss of consortium.

WHEREFORE, your Plaintiffs Summar Mohamed and Mounir Mohamed claim damages against the Defendant A.M. Gohari, M.D. in an amount in excess of \$10,000.00.



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ROBERT C. HUR  
594 North Frederick Avenue  
Gaithersburg, Maryland 20877  
(301) 948-6555



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THOMAS L. BEIGHT  
594 North Frederick Avenue  
Gaithersburg, Maryland 20877  
(301) 948-6555

91-514

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JAN 13 1992

CERTIFICATE OF MERIT

RE: Mohammed v. Gohari

HEALTH CLAIMS  
ARBITRATION OFFICE

I hereby certify that I am a qualified expert and that I have reviewed the medical records and other pertinent materials in the above case.

I am Board certified in Obstetrics & Gynecology. I hereby certify to the best of my knowledge, information, and belief that the medical malpractice complaint filed by Summar Mohamed against A.M. Gohari, M.D. of Gaithersburg, Maryland has merit. It is my opinion to a reasonable degree of medical probability or certainty that the health care provider, Dr. Gohari, did not measure up to the minimum acceptable standards required of a gynecologist in the treatment of the claimant, Ms. Mohamed. My opinion is based on the following facts:

Ms. Mohamed retained Dr. Gohari to perform an abortion at the Uptown Women's Clinic on February 9, 1991. The abortion procedure was reportedly performed by Dr. Gohari. The procedure involved aspiration of the uterine contents followed by curettage which the doctor's operative notes state was "without difficulty." The fact is the procedure was not performed successfully even though there were no reported complications. This is one example of treatment not measuring up to the minimum acceptable standards required.

On February 21, 1991 Ms. Mohamed returned to the Uptown Women's Clinic complaining that she still felt pregnant and was in a lot of pain. Dr. Gohari dismissed her complaints as being the product of her imagination, and did not conduct any tests at the time of the follow up despite the patient's complaints. Failure to conduct any indicated tests is another example of not measuring up to the minimum acceptable standards required of a gynecologist under these circumstances.

Dr. Gohari's negligence and failure to comply with the minimum acceptable standards were documented when Ms. Mohamed admitted herself to the emergency room of Shady Grove Hospital March 21, 1991.

Laboratory Tests disclosed the presence of positive pregnancy tests

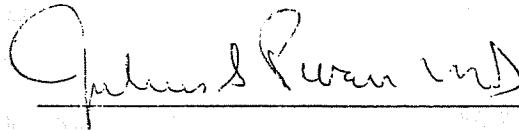
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on several occasions, March 21, and March 22, 1991. These should not have been present six weeks after the purported abortion had been carried out. These tests and the examination at Shady Grove Adventist Hospital led to Ms. Mohamed's admission to Columbia Hospital for

Women Medical Center March 24, 1991 where she was operated on for an incomplete abortion as well as a ruptured ovarian cyst.

It does not meet the minimum acceptable standards required of a gynecologist in performing an abortion without complications to leave the patient with an incomplete abortion. Dr. Gohari should, at a minimum, have ordered appropriate laboratory tests when Ms. Mohamed returned to him February 21, 1991 complaining of severe abdominal pain and that she still felt pregnant. It is my opinion that the negligence of the health care provider constitutes a proximate cause of the injuries claimed in this matter.

I do not devote annually more than 20 percent of my professional activities to activities that directly involve testimony in personal injury claims. My curriculum vitae is enclosed herewith.



Julius S. Piver, M.D.





STATE OF MARYLAND  
HEALTH CLAIMS ARBITRATION OFFICE

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ARBITRATION PANEL DETERMINATION

CASE NAME: HCA 91-514  
CASE NUMBER: Mohamed v. Gohari  
HEARING DATE: 3-7-94; 3-8-94

HEALTH CLAIMS  
ARBITRATION OFFICE

According to the Health Claims Arbitration Act, Section 3-2A05(e) and 3-2A-05 (f), the arbitration panel shall first determine the issue of liability with respect to a claim referred to it. If the arbitration panel determines the health care provider(s) not liable to the claimant or claimants, the Award shall be in favor of the health care provider(s), (finding #1). If the arbitration panel determines health care provider(s) liable to the claimant or claimants it then shall consider, assess, and apportion appropriate damages against one or more of the health care providers that it has found to be liable (finding #2).

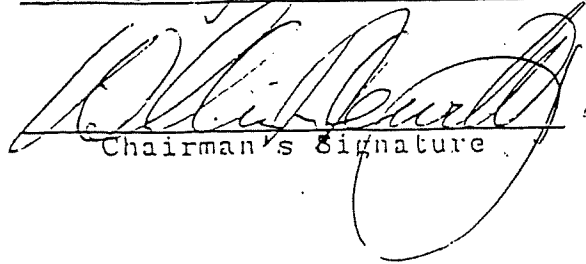
In all cases, Finding #3 shall be a specific assessment of the responsibility for costs against one or more of the parties.

1. LIABILITY: IN FAVOR OF CLAIMANT

2. DAMAGES:

- a. Past medical expenses \$ \$ 3800 -
  - b. Future medical expenses NONE
  - c. Past loss of earnings NONE
  - d. Future loss of earnings NONE
  - e. Noneconomic damages \$ 6200
  - f. Other Damages (explain) NONE
- TOTAL: \$ \$ 10,000

3. COSTS: To be assessed against health care provider

  
Chairman's Signature

3-8-94  
Decision Date

The arbitration costs in this case total \$ 1,319.41

Approved by [Signature]

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AKB

THE UNIVERSITY OF CHICAGO



PHYSICS DEPARTMENT

CHICAGO, ILL.

APRIL 1954

PHYSICS 351

Dear Mr. ...

Very truly yours,

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