

3. Defendant Moshe Salomy, M.D. [Dr. Salomy or Defendant], is a doctor who practices the medical arts. On knowledge, information and belief, Plaintiff believes Dr. Salomy practices in the specialty of Obstetrics and Gynecology. Defendant is a health care provider within the definition of that term in CJ 3-2A-01(e) and practices medicine in Baltimore City, Maryland.

FACTS

Plaintiffs adopt herein the facts and allegations set forth above and further allege:

4. In the Summer and early Fall of 1990, plaintiff was attending college in the Baltimore area. Plaintiff's permanent residence was in Landover, Maryland, located in Prince George's County. As the conditions upon which this action is based developed, Plaintiff would visit the health care provider nearest her, the Group Health Association [GHA], when she was in Landover and Dr. Salomy, when she was in Baltimore.

5. In August, 1990, plaintiff experienced abdominal pains and related symptoms. On August 28, 1990, Plaintiff sought treatment from GHA for those symptoms. Plaintiff sought a diagnosis of the pain and related symptoms from GHA representatives and asked if she had an ulcer. Agents and employees of GHA examined Plaintiff and administered a pregnancy test, the results of which were positive and checked her vital signs.

6. On September 16, 1990, Plaintiff returned to GHA with a variety of conditions, including vomiting and abdominal pain. She received treatment from a GHA physician. On September 17, 1990, Plaintiff again returned to GHA for additional treatment and was seen by a

nurse. She, her Husband and her Mother had consulted and she elected to terminate that pregnancy. She was advised GHA didn't perform abortions and she was eventually referred to Dr. Salomy.

7. Plaintiff wanted the abortion performed by a physician so she could receive a complete examination to assure an abortion would not interfere with her ability to have children in the future. Plaintiff selected Dr. Salomy to perform the abortion after being referred to him by a Clinic.

8. On or about September 10, 1990, Plaintiff obtained treatment from Dr. Salomy for the first time. Dr. Salomy continued to provide treatment to claimant through and including September 27, 1990. The purposes of her initial visit was to consider performing an abortion and obtaining a complete examination of her abdominal and pelvic area. From that time through September 27, 1990, said defendant undertook, as a physician and surgeon to treat her for the conditions she presented.

9. On her first visit, Dr. Salomy performed a complete physical of Plaintiff. Plaintiff made an appointment and was examined by Dr. Salomy, who advised her an abortion would have no adverse effect on her ability to have children in the future. No treatment was rendered for a possible ulcer.

10. Dr. Salomy performed an abortion on Plaintiff on September 18, 1990 and prescribed tetracycline. The following day, Plaintiff began to suffer cramping. She called Dr. Salomy who advised her such pains were normal.

11. On the weekend of September 23, 1990, Plaintiff was visiting her family in Landover and again reported to GHA, reporting more widespread abdominal pain. GHA's physicians provided care for plaintiff and she returned to Baltimore for the next week in school.

12. After returning to Baltimore, on September 24, 1990, Plaintiff again went to see Dr. Salomy, reporting abdominal pain and vomiting. Defendant again undertook to provide plaintiff with medical care for the symptoms she presented. Dr. Salomy prescribed Cephalexin [500 mg] and Pramet FA Filmtabs. No further action was taken regarding the abdominal pain she was suffering or to diagnose an ulcer.

13. Plaintiff didn't get any relief from Dr. Salomy's treatment. She began to feel weaker and the Cephalexin caused vomiting. On September 27, 1990, Plaintiff again went to see Dr. Salomy, reporting abdominal pain, vomiting and sickness when she took the medications prescribed for her. Dr. Salomy did not properly examine plaintiff but recommended that she take iron pills. Dr. Salomy reported plaintiff was completely well and could return to school. No action was taken with respect to the abdominal pain she was suffering, to diagnose an ulcer nor did defendant make a competent referral based on the symptoms she presented to him.

14. By October 5, 1990, Plaintiff's pain had increased to the point where it was severe. She went to the Emergency Room of St. Agnes Hospital in Baltimore. Her abdominal girth had increase significantly over the several days preceding her visit to St. Agnes. She presented nausea, vomiting and an acute surgical abdomen.

15. Plaintiff was immediately prepared for an emergency laparotomy for her acute abdomen. In surgery, she was found to have a perforated duodenal ulcer with intra-abdominal abscesses and sepsis. As a proximate result of the sepsis, Plaintiff suffered an acute and chronic renal failure. She remained hospitalized at St. Agnes until November 2, 1990. Her physicians in the Hospital attempted to reinitiate her native

kidney function, but were unable to do so.

16. Plaintiff didn't discover, until November 6, 1990, that she had sustained acute renal failure. On November 2, 1990, Plaintiff was discharged from St. Agnes with a diagnosis of acute renal without evidence of recovery at present.

17. Subsequently, she had to undergo a kidney transplant to regain renal function. That transplant failed. Since November 2, 1990, Plaintiff has had to undergo continuing extraordinary medical treatment for her renal failure.

18. As a proximate result of defendant's negligence, Plaintiff has suffered the following injuries: acute renal failure; loss of her native renal function; multiple surgical procedures and extensive medical care; substantial medical costs; lost wages; permanent severe injuries; loss of consortium and severe pain and suffering. Plaintiff's injuries will require substantial medical care and expense in the future.

COUNT I

[Malpractice as to Moshe Salomy, M.D.]

Plaintiffs adopt herein the facts and allegations set forth above and further allege:

19. Dr. Salomy had a duty of care to provide ordinary and reasonable medical care to claimant. Said defendant's duty included undertaking sufficient diagnostic testing to determine the actual conditions claimant suffered, and treating those conditions in a manner which adequately protected claimant's health.

20. Dr. Salomy, while providing medical care to Plaintiff, did not exercise the degree of care or skill or possess the degree of knowledge ordinarily exercised by other similar health care providers.

Defendant breached his duty of care by [a] failing to perform sufficient tests and examinations of plaintiff to determine what conditions she was suffering from [b] failing to diagnose the conditions plaintiff had incurred and [c] failing to refer plaintiff to a physician who would be competent to make such diagnoses.

21. As a proximate result of said defendant's negligence, Plaintiff suffered the injuries described herein.

COUNT II

[Claim for loss of consortium by
claimant and her Husband Mr. Hamilton]

Plaintiffs adopt herein the facts and allegations set forth above and further allege:

22. As a proximate result of the negligence of aforesaid defendants, claimant and her Husband suffered a loss of consortium, companionship and loss of spousal services. Mr. Hamilton continues to suffer damages because of the injuries to his Wife.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

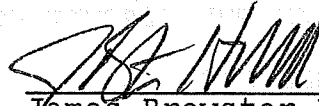
23. Pursuant to the Md. Ann. Code, Art. Courts & Judicial Proceedings Article, Subtitle 6-2A, plaintiff filed a claim with the Health Claims Arbitration Office, alleging medical malpractice by defendant, based on the facts of this case. Thereafter the parties agreed to waive arbitration and proceed to trial. On July 27, 1995, the Panel Chairwoman entered an Order of Transfer [Exhibit A] attached, transferring this action to the Circuit Court for Baltimore City.

CLAIMS FOR RELIEF

WHEREFORE, Plaintiffs Alicia Nichole Lee and Michael Lee, bring this action and demand the following relief:

1. A judgment of compensatory damages in more than \$10,000.00.
2. An award of costs in this action.

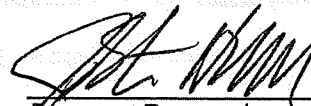
3. Any other just and appropriate relief.



James Brewster Hopewell, Esquire
6309 Baltimore Avenue; Suite 201
Riverdale, Maryland 20737
301/699-0031

PRAYER FOR TRIAL BY JURY

Plaintiffs, pursuant to Maryland Rules 2-535, and 2-511, pray a trial by jury on all matters set forth in this action.



James Brewster Hopewell, Esquire
6309 Baltimore Avenue; Suite 201
Riverdale, Maryland 20737
301/699-0031

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

ALICIA NICOLE LEE,

Plaintiff

vs.

MOSHE SALOMY, M.D.,

Defendant

:
:
:
: Case No. 95-233012/CL201010
:
:
:

*filed
on court
4-9-97*

PETITION TO APPROVE AND SEAL SETTLEMENT AGREEMENT

The Petitioner, Alicia Nicole Lee, by and through her attorney, James Brewster Hopewell, respectfully request that this Court approve the General Release and Settlement Agreement between the defendant and Petitioner, Alicia Nicole Lee, and in support thereof, states the following:

1. On or about August 24, 1995, Alicia Nicole Lee filed this action in this Court, against the defendant over an alleged medical malpractice claim (the Lawsuit).
2. On or about April 8, 1997, the parties entered into a settlement agreement which they have reduced to writing. The Agreement includes confidentiality provisions to which the parties agreed.
3. A copy of the executed settlement agreement is attached hereto and incorporated by reference herein.
4. Petitioner avers the General Release and Settlement Agreement is in her interests. The defendant also avers that the General Release and Settlement Agreement is in his interests.
5. Petitioner has also filed a petition for approval of a special needs trust, which is filed herewith.

WHEREFORE, Petitioner requests the following relief:

GENERAL RELEASE AND SETTLEMENT AGREEMENT

IN SOLE CONSIDERATION of Seventy-Nine Thousand Two Hundred Twenty-Five Dollars (\$79,225.00), to be made payable to James Brewster Hopewell, Esquire, for legal services and costs, in Lee v. Salomy, receipt of which is hereby acknowledged and the payment of monthly installments for twenty (20) years, certain sums at periodic intervals as set forth in Exhibit A, with the referenced payments made payable to the then serving trustee of the Alicia N. Lee Supplementary Needs Trust Agreement, established and funded pursuant to Court Order in Lee v. Salomy, Case No. 95-233012, as set forth in Exhibit B. Alicia Nichole Lee, being of lawful age, for herself, and her heirs, personal representatives, successors and assigns (the "Releasor"), does remise, release and discharge forever Moshe Salomy, MD, his respective heirs, beneficiaries, employees, agents, directors, officers, subsidiaries, affiliates, partners, divisions, corporations, successors and assigns and all others, ("the Releasee"), from each and every right, claim, debt and cause of action whatsoever, known and unknown, foreseen and unforeseen, against the Releasee, which the Releasor has or may have upon or by reason of any matter, cause or thing whatsoever arising out of any purchase of materials or services by Releasor from the Releasee which is the subject of the following action, Lee v. Salomy, in the Circuit Court for Prince George's County, Maryland, Case No. 95-233012.

The Releasor and Releasee agree that they and their attorneys, agents or representatives, will keep strictly confidential the fact of settlement and the amount thereof.

The Releasor agrees to hold harmless the party released herein from any and all liability from any claim by any third-party (including subrogation claims) for injury, damage, compensation or medical payments due or claimed to be due under law, state or federal, regulation or contract, and from any and all other liability arising out of the claims by the undersigned with the exception of the consideration recited herein.

The Releasor in her individual capacity, hereby expressly states that she has the legal power, authority and right to release this individual claim, and to enter into this General Release. Should it ever be determined that Alicia Nichole Lee did not have the power, authority and/or right to release one or more of these claims and/or to enter into this General Release on behalf of the Releasor, or in the event that any person or entity files a claim arising out of the forementioned purchase of materials or services, then the Releasor both in her individual capacity, hereby expressly agrees to indemnify the Releasee for judgments, settlements, costs, expenses, and attorneys fees resulting from any and all claims, causes of action, demands, suits, or other actions brought on behalf of any person or entity, including but not limited to any damages alleged to have resulted from the forementioned rendering of or failure to render medical care and attention.

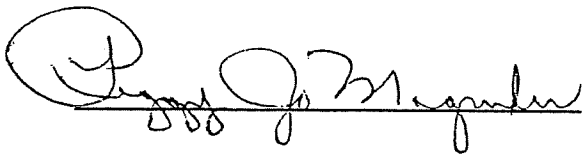
The Releasor, through counsel, further agrees to dismiss with prejudice this action, entitled Lee v. Salomy, in its entirety, Case No. 95-233012. In accepting this settlement and dismissing all her claims and rights under the referenced action, Alicia Nichole Lee specifically relinquishes and dismisses any and all

claims for loss of consortium. Furthermore, the Releasor specifically admits that she did not suffer any loss of consortium as a result of the asserted malpractice of the Releasee. If at a later date the Releasor's ex-husband, Michael L. Hamilton, files, pursues or asserts a claim for loss of consortium, the Releasor, Alicia Nichole Lee, will make herself available without subpoena, for discovery or trial purposes to attest to the absence or lack of any damage or injury to the marital relationship as a result of the events of this case.

This General Release and Agreement is executed without reliance upon any statement or representation of any of the Releasee or their respective representatives concerning the nature and extent of any damages or injuries and/or legal liability therefor and acceptance of the consideration set forth herein is in full accord and satisfaction of disputed claims for which liability expressly is denied by Releasee. This General Release and Agreement shall be deemed to be executed in the State of Maryland, and subject to and construed in accordance with the law of the State of Maryland. It shall be binding upon Releasor and her heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Releasor sets her hand and seal this 8 day of April, 1997.

WITNESS:


Robert J. Maguire

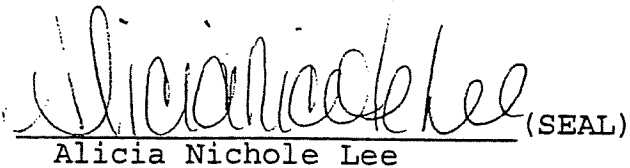
 (SEAL)
Alicia Nichole Lee

Exhibit A

STRUCTURED SETTLEMENT AGREEMENT

Annuitant:	Alicia Nichole Lee
Date of Birth:	October 28, 1969
Insurance Carrier:	Safeco Life Insurance Company
Proposal Date:	August 9, 1996

<u>Annuity Benefits</u>	<u>Total Payout</u>	<u>Guaranteed Payout</u>	<u>Annuity Premium</u>
\$1,200.00 per month, guaranteed for 240 months only. Payments commence on 10/15/96, and are totally free of income tax.	\$288,000	\$288,000	\$165,007
\$5,000 guaranteed lump sum payable on 10/01/03.	\$5,000	\$5,000	\$3,252
\$5,000 guaranteed lump sum payable on 10/01/07	\$5,000	\$5,000	\$2,486

Alicia Nichole Lee and
Michael L. Hamilton, her husband

Claimants

vs.

HCAO NO. 93-0419

Moshe Salomy, M.D.

Defendants

ORDER OF TRANSFER

All parties having joined in a Waiver of Arbitration under the provision of the Annotated Code of Maryland, Courts and Judicial Proceedings Article, Section 3-2A-06A, it is, this 27th day of July, 1995, by the Health Claims Arbitration Office,

ORDERED That this case shall be, and it is hereby, transferred to the Circuit Court for Baltimore City; and

IT IS FURTHER ORDERED That the responsibility for Costs of Arbitration in the amount of \$ shall follow the other court costs of the case unless directed otherwise by said Circuit Court.

Katharine Ann Potter
Panel Chair

CERTIFICATE OF SERVICE

I HEREBY CERTIFY That copies of the above ORDER OF TRANSFER have been mailed, postage paid, to all counsel, the Executive Director, and the Clerk of the Circuit Court above named.

Katharine Ann Potter
Panel Chair

7-24-95

Katharine Ann Potter



Gaegler & Hopewell

ATTORNEYS AT LAW

6309 BALTIMORE AVENUE, SUITE 201
RIVERDALE, MD 20737

(301) 699-0031

FAX NO. 864-7618

August 16, 1995

ATTN: CIVIL SECTION
Saundra E. Banks, Clerk
111 N. Calvert Street
Baltimore, Maryland 21202

RECEIVED FOR
CIRCUIT COURT CITY
BALTIMORE CITY
1995 AUG 21 A 8:08
CIVIL DIVISION

Re: Alicia Nichole Lee v. Moshe Salomy, M.D.
Civil Action no. _____
Circuit Court for Baltimore City, Maryland

Re: Alicia Nichole Lee v. G.H.A., et al.
Health Arbitration Claims Case No. 93-0419
Jurisdiction: Baltimore City & Prince George's County

Dear Ms. Banks:

Enclosed for filing is the original and a copy of Complaint for Damages From Acts of Medical Malpractice and Prayer for Jury Trial. Also enclosed is my check in the amount of \$90.00 representing the filing fees for this action.

Please issue the summons for the defendant and return it to this office for service of process. Thank you.

Very Truly Yours,



James Brewster Hopewell

Enclosures

cc: Andrew E. Vernick, Esquire
Alicia Nichole Lee

DCM

2
JB

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

RECEIVED FOR
CIRCUIT COURT FOR
BALTIMORE CITY
AUG 31 A 7 42
CIVIL DIVISION

ALICIA NICHOLE LEE :
and :
MICHAEL L. HAMILTON :
7735 Greymont Street :
Landover, MD 20785 :

Plaintiffs :

Civil No. 95-233012 / 10201016

v. :

MOSHE SALOMY, MD :

Defendant :

ANSWER TO COMPLAINT
OF DEFENDANT MOSHE SALOMY, M.D.

The Defendant Moshe Salomy M.D., by and through his attorney, Andrew E. Vernick, responds to the allegations set forth in the Complaint as follows:

FIRST DEFENSE

The allegations set forth in the Complaint are barred by the applicable statute of limitations.

SECOND DEFENSE

The injuries, if any, sustained by the plaintiff were caused by said party's contributory negligence and/or assumption of the risk.

THIRD DEFENSE

At all times relevant to the allegations set forth in the Complaint the care and treatment provided by this Defendant satisfied the applicable standard of care.

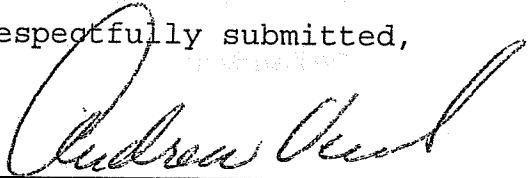
FOURTH DEFENSE

The Complaint fails to state a cause of action for which relief can be granted.

FIFTH DEFENSE

Pursuant to the Maryland Rules of Procedure this Defendant specifically and generally denies all allegations of wrongdoing and negligence set forth in the Complaint.

Respectfully submitted,



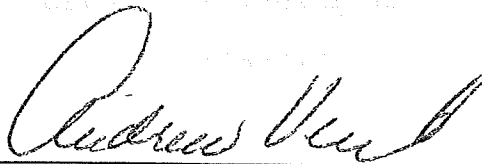
Andrew E. Vernick
104 West Street
Post Office Box 551
Annapolis, Maryland 21404-0551

916790

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 29th day of Aug, 1995,
a copy of the foregoing was mailed, postage prepaid to:

James B. Hopewell, Esq.
6309 Baltimore Ave., Suite 201
Riverdale, MD 20737



Andrew E. Vernick

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

ALICIA NICHOLE LEE
and
MICHAEL L. HAMILTON
7735 Greymont Street
Landover, MD 20785

Plaintiffs

Civil No. 95-233012

v.

CL 201010

MOSHE SALOMY, MD

Defendant

MOTION FOR MODIFICATION OF TRIAL DATE

The Defendant, Moshe Salomy, MD, by and through his attorney, Andrew E. Vernick, respectfully petition the Court to modify the trial date of September 3, 1996 for the following reasons:

1. On September 1, 1995, the Court submitted a Pretrial Conference Order which included a trial date of September 3, 1996.
2. The Pretrial Conference Order indicated that the trial date could be modified within fifteen days of the date the Pretrial Order was submitted (September 1, 1995) and after the fifteen day time period, only by written Order
3. The undersigned, counsel for Dr. Salomy, was on vacation from September 2, 1996 until September 18, 1996. It is during this time frame that the undersigned, with his family, has routinely taken a family vacation. The undersigned and his family are scheduled to take a family vacation during the same time period in 1996.

4. Upon returning from the 1995 vacation and reviewing the Pretrial Conference Order which scheduled the trial to begin on September 3, 1996, in conflict with scheduled vacation, this Motion was submitted to the Court.

5. It should be submitted that the undersigned is available for trial any time in July and August, September 23 through September 30, the entire month of October and November, 1996.

6. The undersigned has had contact with counsel for the Plaintiff who does not object to this continuance.

Respectfully submitted,

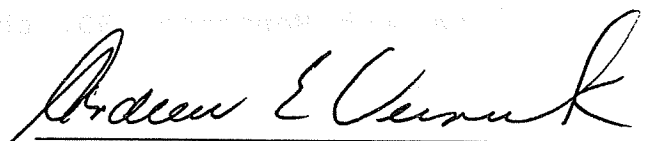


Andrew E. Vernick, Esq.
WHARTON, LEVIN, EHRMANTRAUT,
KLEIN & NASH, P.A.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551
410-263-5900

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 24 day of Oct, 1994, a copy of the foregoing was mailed, postage prepaid to:

James B. Hopewell, Esq.
6309 Baltimore Avenue
Suite 201
Riverdale, MD 20737



Andrew E. Vernick

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

ALICIA NICHOLE LEE
and
MICHAEL L. HAMILTON
7735 Greymont Street
Landover, MD 20785

Plaintiffs

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:
Civil No. 95-233012

v.

MOSHE SALOMY, MD

Defendant

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ORDER

Upon consideration of the foregoing Motion for Modification of Trial Date, filed herein by Defendant Salomy, and any Opposition thereto, it is this _____ day of _____, 1995 hereby

ORDERED that the Motion be, and the same hereby is, GRANTED; and it is further

ORDERED that the trial in the above-captioned matter be scheduled for _____, 1996.

Judge, Circuit Court for
Baltimore City

cc: Andrew E. Vernick, Esq.
Wharton, Levin, Ehrmantraut,
Klein and Nash, PA
104 West Street, PO Box 551
Annapolis, MD 21404-0551

James B. Hopewell, Esq.
6309 Baltimore Avenue, #201
Riverdale, MD 20737

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

ALICIA NICHOLE LEE
and
MICHAEL L. HAMILTON
7735 Greymont Street
Landover, MD 20785

Plaintiffs

v.

MOSHE SALOMY, MD

Defendant

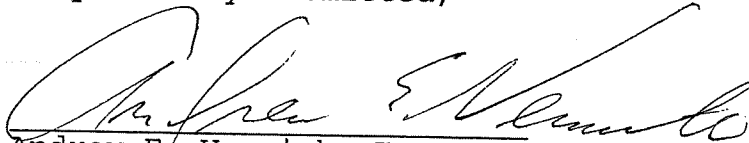
Civil No. 95233012

CL 201010

CERTIFICATE REGARDING DISCOVERY

I hereby certify that on the 26th day of April, 1996,
I served on all counsel hereto Notice of records deposition of
Prince George's General Hospital, on behalf of Defendant Dr.
Salomy, the original of this document will be maintained in this
office until the conclusion of this case or the time for noting an
appeal has expired.

Respectfully submitted,



Andrew E. Vernick, Esq.
WHARTON, LEVIN, EHRMANTRAUT,
KLEIN & NASH, P.A.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551
410-263-5900

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY
1996 APR 22 A 9 13
CIVIL DIVISION

ALICIA NICHOLE LEE and
MICHAEL L. HAMILTON, her Husband

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Plaintiffs

vs.

Case No. 95233012/CL

MOSHE SALOMY, M.D.

201010

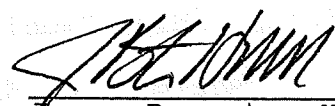
Defendant

NOTICE OF SERVICE OF DISCOVERY MATERIALS

Pursuant to Maryland Rule 2-401, plaintiff hereby notices service of the following discovery papers on counsel for defendant:

1. Response to Request for Admission of Facts.

I certify that I will retain the original of this document in my possession, without alteration, until the case is concluded in this Court, the time for noting an appeal has expired, and any appeal noted has been decided and is res judicata.

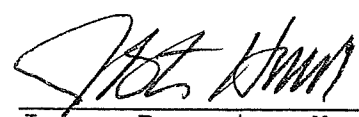


James Brewster Hopewell, Esquire
6309 Baltimore Avenue; Suite 201
Riverdale, Maryland 20737
301/699-0031

CERTIFICATE OF SERVICE

I hereby certify that on April 11, 1996, I telecopied and mailed, via first class mail, postage prepaid, a copy of the foregoing Notice of Service of Discovery Materials and the discovery materials described above to:

Andrew E. Vernick, Esquire
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551
Via telecopy to 1/410/280-2230



James Brewster Hopewell, Esquire

(194)
AK

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

1996 JUL -5 A 8:46

CIVIL DIVISION

ALICIA NICHOLE LEE
and
MICHAEL L. HAMILTON
7735 Greymont Street
Landover, MD 20785

Plaintiffs

Civil No. 95-233012

v.

MOSHE SALOMY, MD

Defendant

CL 201010

DEFENDANT'S SUPPLEMENTAL MEMORANDUM IN
OPPOSITION TO PLAINTIFF'S MOTION TO EXTEND DISCOVERY

Defendant, Moshe Salomy, MD, by and through his undersigned counsel, Andrew E. Vernick, and pursuant to the Rules of this Court, files this Supplemental Memorandum in opposition to Plaintiff's Motion to Extend Discovery. This Supplemental Memorandum is necessitated by the fundamental inaccuracies contained within Plaintiff's recent filing in reply to this Defendant's Opposition to the Motion to Extend discovery.

1. Plaintiff's counsel seek to blame undersigned counsel for the fact that Plaintiff's experts have not ben deposed. The simple answer to that charge is contained within the numerous exhibits to the Motion to Preclude that demonstrate the fact that undersigned counsel has repeatedly requested that discovery and been refused by Plaintiff's counsel. To suggest, as Plaintiff's counsel does, that undersigned counsel was obligated to file a Motion to Compel prior to the Motion to Preclude not only bespeaks

R

an ignorance of the Rules of Procedure, but is simply ridiculous. This Defendant is not required by any rule, statute, or case to seek to force Plaintiff's counsel to provide discovery to which this Defendant is entitled. If Plaintiff's counsel chooses to tend to other cases and ignore his discovery obligations in the matter sub judice, that is his choice, and the appropriate sanction is to preclude those experts who were not produced for deposition.

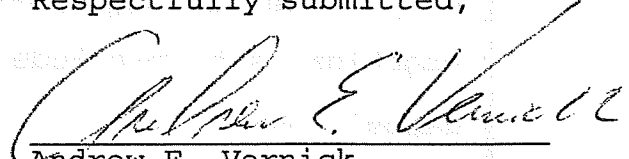
2. Plaintiff's counsel then suggests that undersigned counsel did not identify defense experts until the day discovery was to close. As the attached exhibits reveal, however, that charge is false. Undersigned counsel has been identifying experts in this matter for more than one year. The only impediment to discovery in this case has been the recalcitrance of plaintiff's counsel and his decision to ignore the discovery requests of undersigned counsel. Again, rather than prolonging the discovery period, and thereby rewarding the conduct of Plaintiff's counsel herein, it is respectfully submitted that the appropriate remedy is to deny Plaintiff's Motion to Extend, and grant Defendant's Motion to Preclude.

3. The fact that Plaintiff's counsel argues that his experts should not be precluded because they were named a year ago begs the question; indeed, it is precisely the fact that, notwithstanding a year of requests, Plaintiff's counsel has failed

to produce a single expert for deposition that warrants their preclusion from testifying herein.

WHEREFORE, Defendant, Dr. Salomy, respectfully requests that Plaintiff's Motion to Extend be denied and the Motion to Preclude be granted.

Respectfully submitted,

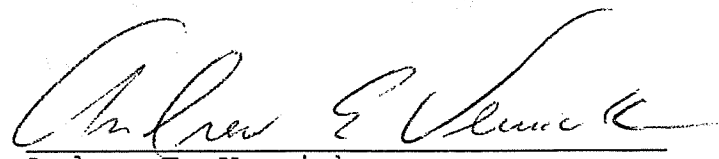


Andrew E. Vernick
WHARTON, LEVIN, EHRMANTRAUT,
KLEIN & NASH, P.A.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551
410-263-5900

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 3rd day of July, 1996,
a copy of the foregoing was mailed, postage prepaid to:

James B. Hopewell, Esq.
6309 Baltimore Avenue
Suite 201
Riverdale, MD 20737



Andrew E. Vernick

20
J.B.

ALICIA NICHOLE LEE and
MICHAEL L. HAMILTON, her husband

RECEIVED
CIRCUIT COURT FOR
BALTIMORE CITY

Plaintiffs

1996 JUL -8 A 7:38

vs.

CIVIL DIVISION

Case No. 95233012/CL 201010

MOSHE SALOMY, M.D.

Defendant

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**PLAINTIFF'S REPLY TO DEFENDANT'S SUPPLEMENTAL MEMORANDUM
IN OPPOSITION TO PLAINTIFF'S
MOTION TO EXTEND TIME TO COMPLETE DISCOVERY**

Plaintiff, Alicia Nichole Lee, replies to the defendant's Supplemental Memorandum In Opposition to her Motion to Extend Time to Complete Discovery as follows:

1. Defendant's argument in the first paragraph of defendant's supplemental memorandum that he didn't have to comply with the discovery rules is ridiculous and misplaced. If he really felt he was being denied depositions of plaintiff's experts, a motion to compel is the obvious remedy, under several Maryland rules.

The defendant didn't file such a motion because the parties were working to resolve discovery matters. As defendant admitted in his motion to preclude plaintiff's experts, between April and early May, 1996, the parties had tentatively agreed to a 90 extension of discovery through the Pretrial Conference on August 1, 1996. That tentative agreement fell through when the defendant placed the additional condition that plaintiff not name any additional experts without Court approval [See Defendant's Motion to Preclude Expert Witnesses]. See Paragraph 2, infra.

2. The additional condition imposed by defendant, i.e., that plaintiff seek leave of court to name additional experts was simply unfair. The exhibits to defendant's Supplemental Memorandum confirm plaintiff was right in representing that defendant named new and additional experts, in the new fields of gastroenterology and pharmacy by letter dated April 29, 1996, the day before discovery closed [See Exhibit C to Defendant's Supplemental Memorandum]. Plaintiff and defendant had named experts in the fields of OBGYN, nephrology and damages. But gastroenterology and pharmacy were new.

Defendant characterizes plaintiff's assertion to this effect as "false". But his own exhibits show that plaintiff's representations have been correct. Had plaintiff not had the option of naming experts in these new areas, at least as rebuttal experts, plaintiff would have been substantially prejudiced. This would not be fair.

This discovery dispute has wasted 60 of the 90 days the parties had originally agreed to extend discovery. If plaintiff had agreed to defendant's condition of seeking court approval to name experts, it would have taken probably 45 days to get the matter resolved leaving little time to finalize discovery.

3. In Paragraph 3 of his Supplemental Memorandum, defendant argues the fact plaintiff named her experts a year ago is of no relevance to the issues before the Court. This is ridiculous.

Of the four persons defendant wanted to depose, defendant has received:

[a] a detailed certification from the expert plaintiff named on OBGYN issues in the case,

[b] a copy of the deposition of plaintiff's nephrology expert taken in a companion case to this action, which pertained to the

facts and medical issues in this case and

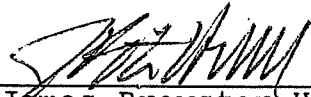
[c] extensive, detailed reports from both experts plaintiff named in the damages area. These are all the people whom defendant wanted to depose.

It would be wrong and unjust to preclude plaintiff from using such experts, since what the issues before the Court really boil down to are a tactical maneuver by the defendant.

4. Discovery should be extended for the benefit of both parties. The defendant refused to make his experts available for deposition prior to plaintiff's experts being deposed. So defendant's tactical maneuver in filing his motion to preclude experts, and not simply agree to the 90 day extension of time originally discussed by counsel in April, 1996, has prejudiced plaintiff. Plaintiff must be granted the opportunity to present her case with reasonable preparation. Plaintiff reiterates this is a very serious case. Plaintiff has suffered enormous damages as a result of the wrongful acts of defendant.

WHEREFORE, Plaintiffs pray the following relief:

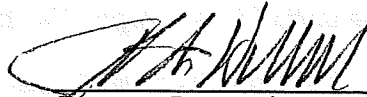
1. Grant the parties an extension of time, to and including July 31, 1996, to complete discovery, reserving additional time for depositions prevented by scheduling difficulties.
2. Grant any other just and appropriate relief.


James Brewster Hopewell, Esquire
6309 Baltimore Avenue; Suite 201
Riverdale, Maryland 20737
301/699-0031

CERTIFICATE OF SERVICE

I hereby certify that on July 5, 1996, I telecopied and mailed, via first class mail, postage prepaid, a copy of the foregoing plaintiff's Reply to Defendant's Supplemental Memorandum in Opposition to plaintiff's Motion to Extend Time to Complete Discovery to:

Andrew E. Vernick, Esquire
Attorney for Moshe Salomy, M.D.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551
Via telecopy to 1/410/280-2230



James Brewster Hopewell, Esquire

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

19 ADW

ALICIA NICHOLE LEE and
MICHAEL L. HAMILTON, her Husband

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Plaintiffs

vs.

Case No. 95233012/CL

MOSHE SALOMY, M.D.

Defendant

**ORDER DENYING DEFENDANT'S MOTION TO PRECLUDE
PLAINTIFF'S EXPERT WITNESSES**

This matter having come before the Court by defendant's Motion to Preclude Plaintiff's Expert Witnesses, an opposition having been filed thereto, a hearing held thereon, the matter read and considered, it is hereby, this 2 day of July, 1996,

ORDERED, that defendant's Motion to Preclude Plaintiff's Expert Witnesses be, and it is hereby, DENIED.

J U D G E

COPIES TO:

James Brewster Hopewell, Esquire
6309 Baltimore Avenue; Suite 201
Riverdale, Maryland 20737

JUL 5 1996

Andrew E. Vernick, Esquire
Daniel Costello, Esquire
Attorney for Moshe Salomy, M.D.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551

WHARTON LEVIN EHRMANTRAUT KLEIN & NASH

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

104 WEST STREET

P. O. BOX 551

ANNAPOLIS, MARYLAND 21404-0551

ANDREW E. VERNICK

(410) 263-5900

OUTSIDE MARYLAND

800-322-1984

FACSIMILE

(410) 280-2230

May 15, 1995

VIA FAX

James B. Hopewell, Esq.
6309 Baltimore Ave., Suite 201
Riverdale, MD 20737

Re: Lee v. Salomy
Our file 256-352

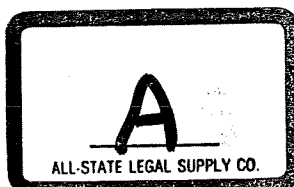
Dear Mr. Hopewell:

Consistent with the Panel Chair's Scheduling Order, please be advised that the following experts may be called to testify on behalf of Dr. Salomy in the above-entitled matter:

1. Jeffrey King, M.D. (Ob/Gyn)
Georgetown University Medical Center
3800 Reservoir Road
Washington, D.C. 20007-2197
2. Donald Sewell, M.D. (Ob/Gyn)
1145 19th Street, NW
Washington, D.C. 20036
3. James F. Winchester, M.D. (Nephrologist)
Georgetown University Medical Center
3800 Reservoir Road
Washington, DC. 20007
4. Joel Morse Ph.D (Economist)
University of Baltimore, School of Business
Baltimore, Maryland 21202

Obviously, as your experts have not been provided for deposition as

ARTERY PLAZA, SUITE 308
7200 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814

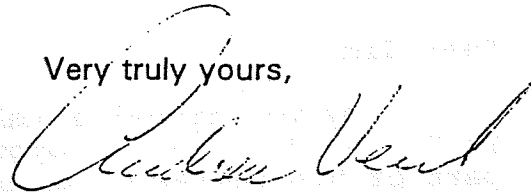


SUITE 800
400 EAST PRATT STREET
BALTIMORE, MARYLAND 21202

of this date, the specific opinions of these experts cannot be finalized until those depositions are completed. Please be advised that I also expressly reserve the right to utilize as expert or fact witnesses any of your client's past or present treating physicians, as well as the right to supplement this list of experts after your experts have been deposed.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Andrew E. Vernick

AEV:cw

WHARTON LEVIN EHRMANTRAUT KLEIN & NASH

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

104 WEST STREET

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DANIEL C. COSTELLO

OUTSIDE MARYLAND
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(410) 280-2230

April 11, 1996

James B. Hopewell, Esq.
6309 Baltimore Ave., Suite 201
Riverdale, MD 20737

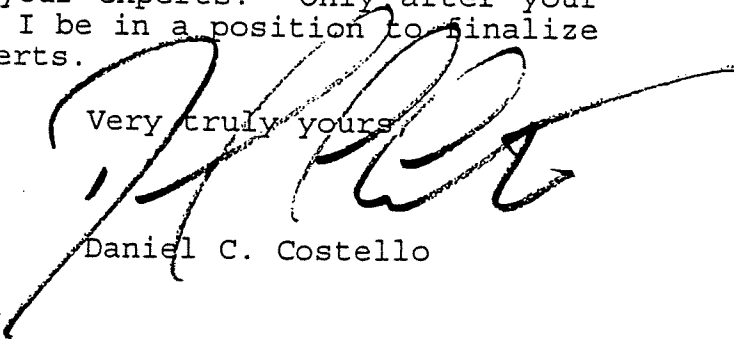
Re: Lee v. Salomy
Our file 256-352

Dear Jim:

My vocational rehabilitation expert, Richard Lawrence, Ph.D., would like an opportunity to interview Alicia Lee as part of his review of this case. Please let me know when this can be accomplished. Additionally, I would again request supplementation of your discovery responses to the extent you will be seeking to recover for any medical bills for treatment rendered since your initial response to our request for production of documents.

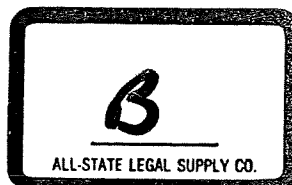
Finally, I am still waiting to hear back from you with regard to the depositions of your experts. Only after your experts have been deposed will I be in a position to finalize the designation of defense experts.

Very truly yours,


Daniel C. Costello

DCC:kw

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(410) 263-5900

DANIEL C. COSTELLO

OUTSIDE MARYLAND

800-322-1984

April 29, 1996

FACSIMILE

(410) 280-2230

VIA FACSIMILE

James B. Hopewell, Esq.
6309 Baltimore Ave., Suite 201
Riverdale, MD 20737

Re: Lee v. Salomy
Our file 256-352

Dear Jim:

As you know, I am assisting Andrew Vernick in the above entitled matter. Andy asked me to touch base with you to obtain deposition dates for Dr. Criares, Dr. Berkoben, Dr. Lurito, and your nurse life care planner in this matter. I would appreciate your providing me with dates on which this can be accomplished in the near future, so we can begin to schedule the depositions of the defense experts, to the extent you wish to take them.

For your reference, our experts consist of Donald Sewell, MD (Ob/Gyn), Hugh Mighty, MD (Ob/Gyn), Meredith Sirmans, MD (Ob/Gyn), Thomas Sisca (pharmacy), James Winchester, MD (nephrologist), Ken Brown, MD (gastroenterology), Sheryl Ranson, RN (life care planner), Richard Lawrence, Ph.D. (vocational rehabilitation), and Joel Morse, Ph.D. (economist).

When you provide me with dates for your experts' depositions, please advise me also as to whether you wish to depose all of the defense experts, some of them, or none of them. I will then undertake to coordinate dates with our respective schedules for that discovery.

Obviously, any report from Dr. Lawrence will have to follow his evaluation of your client, which I previously requested. I would appreciate your advising me as to whether you will agree to a vocational assessment of your client voluntarily, or whether a court order is required. Moreover, the report of Dr. Morse necessarily is dependent in part upon the evaluation by Dr. Lawrence and the deposition of your life care planner and economist. Accordingly, the sooner we can get your experts deposed, the sooner the defense experts will be in a position to be deposed as well.

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April 29, 1996
Page 2

In view of the fact that discovery closes tomorrow, I suggest that we file a Consent Motion to extend discovery for 60 days solely for the purpose of deposing the experts who have been identified prior to the April 30, 1996 deadline. Please let me know your position in this regard.

I look forward to hearing from you with regard to the above.

Very truly yours,

Daniel C. Costello
Daniel C. Costello

AEV/kw

22 RDW

CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

ALICIA NICHOLE LEE
and
MICHAEL L. HAMILTON
7735 Greymont Street
Landover, MD 20785

Plaintiffs

v.

MOSHE SALOMY, MD

Defendant

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: Civil No. 95-233012
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ORDER

Upon consideration of the Motion to Excuse Appearance at Pretrial, filed herēin by Defendant, Moshe Salomy, MD, and any Opposition thereto, it is this 25 day of July, 1996 hereby

ORDERED that the Motion be, and the same hereby is, GRANTED; and it is further

ORDERED that Defendant Dr. Salomy, be excused from appearance at the Pretrial Conference in this matter.

The insurance representative and counsel shall be present.

The Judge's signature appears on the original document

Judge, Circuit Court for Baltimore City

cc: / Andrew E. Vernick, Esq.
WHARTON, LEVIN, EHRMANTRAUT,
KLEIN & NASH, P.A.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551

James B. Hopewell, Esq.
6309 Baltimore Avenue
Suite 201
Riverdale, MD 20737

ALL INFORMATION CONTAINED
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CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

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CIVIL DIVISION

ALICIA NICHOLE LEE
and
MICHAEL L. HAMILTON
7735 Greymont Street
Landover, MD 20785

Plaintiffs

v.

MOSHE SALOMY, MD

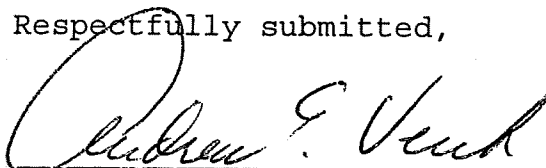
Defendant

Civil No. 952 33012
CL 201010

CERTIFICATE REGARDING DISCOVERY

I hereby certify that on the 15th day of July, 1996,
I served on all counsel hereto Notice of records deposition of
Nicholas Criares, MD, on behalf of Defendant Dr. Salomy, the
original of this document will be maintained in this office until
the conclusion of this case or the time for noting an appeal has
expired.

Respectfully submitted,



Andrew E. Vernick, Esq.
WHARTON, LEVIN, EHRMANTRAUT,
KLEIN & NASH, P.A.
104 West Street
P.O. Box 551
Annapolis, Maryland 21404-0551
410-263-5900



CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

(21) DM

ALICIA NICHOLE LEE and
MICHAEL L. HAMILTON, her Husband

Plaintiffs

vs.

MOSHE SALOMY, M.D.

Defendant

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* Case No. 95233012/CL 201010
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**ORDER GRANTING PLAINTIFF'S MOTION
TO EXTEND TIME TO COMPLETE DISCOVERY**

This matter having come before the Court by plaintiff's Motion to Extend Time to Complete Discovery, a hearing held thereon, the matter read and considered, it is hereby, this 15 day of July, 1996,

ORDERED, that plaintiff's Motion to Extend Time to Complete Discovery be, and it is hereby, GRANTED; and it is further,

ORDERED, that discovery be, and it is hereby, extended to and including July 31, 1996, subject to further order as justice may require.

The Judge's signature appears
on the original document

J U D G E

COPIES TO:

✓ James Brewster Hopewell, Esquire
6309 Baltimore Avenue; Suite 201
Riverdale, Maryland 20737

✓ Andrew E. Vernick, Esquire
Daniel Costello, Esquire
Attorney for Moshe Salomy, M.D.
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Annapolis, Maryland 21404-0551