

SUZANNE THERESA QUINN
9309 Leigh Choice Court
Owings Mills, Maryland 21117

and

MARTIN T. QUINN, JR.
9309 Leigh Choice Court
Owings Mills, Maryland 21117

Plaintiffs

V.

CYTODIAGNOSTICS, INC.
The Rotunda, Suite 355
711 W. 40th Street
Baltimore, Maryland 21211

SERVE ON:

Michael P. Tanczyn
606 Baltimore Avenue
Suite 106
Towson, Maryland 21204

and

CYTOLOGY SERVICES OF MD, INC.
13900 Laurel Lakes Avenue
Laurel, Maryland 20725-1350

SERVE ON:

William J. Jaffurs, MD
909 Silver Spring Avenue
P.O. Box 1126
Silver Spring, Maryland 20910

and

PLANNED PARENTHOOD OF MD, INC.
1714 Joan Avenue
Towson, Maryland 21234-3717

* IN THE
* CIRCUIT COURT
* FOR
* BALTIMORE CITY
* Case No.: _____

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MAY 29 1984

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BALTIMORE CITY
MAY 29 AM 8:22
CIVIL DIVISION

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SERVE ON:

Sana F. Shtafel
610 N. Howard Street
Baltimore, Maryland 21201

*
*
*

and

SMITHKLINE BEECHAM CLINICAL
LABORATORIES, INC.
620 Freedom Business Center
Suite 500
King of Prussia, PA 19406

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*
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SERVE ON:

CSC Lawyers Incorporated Svcs.
11 East Chase Street
Baltimore, Maryland 21202

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Defendants

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COMPLAINT AND REQUEST FOR JURY TRIAL

Introduction

1. This claim was originally filed in the Health Claims Arbitration Office. Plaintiffs elected to waive arbitration. Copies of the Statement of Claim, Election to Waive and the Certificate of Merit are attached as Exhibit One.

2. Venue is proper in Baltimore City as all medical treatment at issue was rendered there.

3. This claim was properly filed in the Health Claims Arbitration Office since the claimed damages exceed Twenty Thousand Dollars (\$20,000.00).

4. Plaintiffs, Suzanne and Martin Quinn reside in Owings Mills, Maryland 21117.

5. At all relevant time periods Cytodiagnosics, Inc., ("Cytodiagnosics") was a corporation registered to do business in the State of Maryland. Cytodiagnosics, its agents, servants and employees will herein be collectively referred to as Cytodiagnosics.

6. At all relevant time periods Cytology Services of Maryland, Inc. ("Cytology Services") was a corporation registered to do business in the State of Maryland. Cytology Services, its agents, servants and employees will herein be collectively referred to as Cytology Services.

7. At all relevant time periods Planned Parenthood of Maryland, Inc. ("Planned Parenthood") was licensed in the State of Maryland to provide health care services. Planned Parenthood of Maryland, its agents, servants and employees will herein be collectively referred to as Planned Parenthood.

8. At all relevant time periods SmithKline Beecham Clinical Laboratories was a corporation registered to do business in the

State of Maryland. SmithKline Beecham Laboratories, its agents, servants and employees will herein be collectively referred to as SmithKline.

Facts Common to All Counts

9. In October of 1988 Ms. Quinn, formerly Ms. Miller, then a 21 year old woman, first presented to Planned Parenthood of Maryland for a routine gynecologic evaluation.

10. From October of 1988 until April of 1997 Ms. Quinn received gynecologic health care services from Planned Parenthood.

11. In October of 1989 Ms. Quinn returned to Planned Parenthood complaining of, inter alia, vaginal discharge. A pap smear was obtained and read as negative for malignancy. This particular pap smear was reportedly destroyed. A pelvic exam performed by Planned Parenthood was reportedly normal.

12. In January of 1992, Ms. Quinn returned to Planned Parenthood complaining of, inter alia, occasional low abdominal pain and bleeding after intercourse as well as bleeding between her menstrual cycle. A vaginal exam was performed which revealed cervical erythema and that the cervix bled easily. A pap smear was obtained and was reportedly within normal limits but that pap smear also contained severe inflammation. This slide was read by

Cytodiagnosics. Cytodiagnosics has reportedly destroyed this slide. Planned Parenthood diagnosed cervicitis and requested Ms. Quinn have her pap smear repeated within six months.

13. In August of 1992 Ms. Quinn returned to Planned Parenthood and had a repeat pap exam that was read by Cytodiagnosics. Cytodiagnosics interpreted this slide as normal. This particular slide has subsequently been destroyed.

14. In November of 1993 Ms. Quinn returned to Planned Parenthood for her annual gynecologic evaluation. Ms. Quinn complained of, inter alia, headaches and cramping during menses. At this visit a pap smear was interpreted by Cytodiagnosics. Cytodiagnosics read this slide as less than optimal due to blood and artifacts. Additionally, this slide was read as abnormal with epithelial cell abnormalities, squamous intraepithelial lesion (SIL), low grade SIL and mild dysplasia. As a result of these findings Planned Parenthood contacted Ms. Quinn and informed her she needed a colposcopy.

15. In December of 1993 Ms. Quinn underwent a colposcopy at Planned Parenthood. The colposcopy revealed white vaginal discharge and ectropian was noted. Planned Parenthood diagnosed cervicitis and mild to moderate dysplasia (CIN1 to CIN2). Biopsies were obtained as well as an endocervical curettage

(ECC). The cervical biopsies, which were read by Cytodiagnosics, were significant for marked inflammation with focal Koliocytotic changes suggestive of, but not diagnostic of, condyloma.

16. As a result of these findings Ms. Quinn was advised to have repeat pap smears every four months for 1 year and then a pap smear every six months for the following year.

17. Ms. Quinn returned for her follow-up pap smear on May 4, 1994. A pelvic exam revealed slight ectropia but otherwise revealed normal findings. A pap smear was obtained which was read and interpreted by Cytodiagnosics. Cytodiagnosics read this pap smear as atypical squamous cells of undetermined significance (ASCUS). Cytodiagnosics also identified atypical endocervical glands as present on this slide.

18. This May 4, 1994 pap smear was misread by Cytodiagnosics.

19. On December 1, 1994 Ms. Quinn returned to Planned Parenthood. At this visit, Ms. Quinn complained of irregular breakthrough bleeding between menses. A pelvic exam was reportedly unremarkable except for slight redness around the cervical Os. A pap smear was obtained which was read and

interpreted by Cytodiagnositics. Cytodiagnositics read this pap smear as within normal limits.

20. This December 1, 1994 pap smear was misread by Cytodiagnositics.

21. Ms. Quinn returned to Planned Parenthood on December 6, 1995. A pap smear was obtained and read by Cytology Services. Cytology Services read this slide as ASCUS. Additionally, Cytology Services identified numerous WBCs and mixed bacteria. Cytology Services indicated the adequacy of the specimen was satisfactory for evaluation but limited by the absence of Ms. Quinn's date of birth and/or L.M.P. ~~The Cytology Services lab results indicate that Planned Parenthood checked the findings against a protocol and considered the results to be benign.~~

22. This December 6, 1995 pap smear was misread by Cytology Services.

23. As a result of this December 6, 1995 visit, Ms. Quinn was instructed to return in one year for a pap smear.

24. Ms. Quinn returned to Planned Parenthood on December 26, 1996. A pelvic exam revealed that Ms. Quinn's cervix was very friable. A pap smear was taken at this visit. Cytology Services read and interpreted this pap smear as ASCUS, with heavy distribution of WBCs and cocci bacteria. Again these results

were checked against Planned Parenthood's protocols and considered benign.

25. This December 26, 1996 pap smear was misread by Cytology Services.

26. On February 27, 1997 Ms. Quinn returned for her annual check up. She reported daily spotting for one and one-half months, back pain, fever and chills which resolved. Pelvic exam revealed slight blood in the vagina. Ms. Quinn's cervix was very friable with large ectopy. Additionally, the posterior lip of the cervix was protuberant. Ms. Quinn was diagnosed with cervicitis, large ectopy and an instruction to rule out Gonorrhea and/or Chlamydia. Planned Parenthood prescribed a topical ointment. No pap smear was obtained at this visit.

27. Ms. Quinn returned to Planned Parenthood on March 10, 1997. Ms. Quinn's vaginal spotting had continued. Ms. Quinn complained of right lower quadrant tightness and tension especially with bowel movements. Physical examination revealed minimal abdominal tenderness with deep palpation. Pelvic exam again revealed a friable protruding area on Ms. Quinn's cervix that was questionably identified as a lesion. A re-evaluation of Ms. Quinn's cervix was to be done in one month. The re-

evaluation was to visualize the cervix and to do a pap smear. No pap smear was done at this visit.

28. On April 8, 1997 Ms. Quinn returned to Planned Parenthood. Ms. Quinn's bleeding continued. Planned Parenthood changed Ms. Quinn's oral contraceptives. No pap smear or pelvic exam was performed at this visit.

29. On May 16, 1997 Ms. Quinn went to Dr. Lisa Rubin. Ms. Quinn reported light to moderate bleeding since February. Pelvic exam revealed no lesion, but was obscured by blood. A pap smear was obtained. The pap smear was read and interpreted as ASCUS. This pap smear was read by SmithKline Beecham Laboratories. Dr. Rubin recommended a colposcopy which was scheduled for June 16, 1997.

30. This May 16, 1997 pap smear was misread by SmithKline.

31. Ms. Quinn reported for her colposcopy, but due to heavy bleeding the procedure could not be performed.

32. Ms. Quinn was seen by Dr. Meera Rawtani on July 9, 1997. Ms. Quinn presented with complaints of post-coital bleeding, but she had not been sexually active for several months. Pelvic exam revealed vaginal mucosa bleeding, a cauliflower-like lesion on the cervix and bleeding from the posterior and anterior cervical lip.

that degree of care and skill and judgment ordinarily expected of reasonably competent cytotechnicians and pathologists acting in the same or similar circumstances.

40. Cytodiagnosics, individually and through their agents, servants and employees, deviated from accepted standards of care in their evaluation of Ms. Quinn's pap smears by:

a. Failing to properly evaluate, interpret and read Ms. Quinn's 5/4/94 and 12/1/94 pap smears.

41. As a result of this deviation from accepted standards of care, there was a significant delay in the diagnosis and treatment of Ms. Quinn's cervical cancer.

42. As a direct and proximate result of this conduct, Plaintiffs have and will continue to endure pain and suffering and incur economic damages.

WHEREFORE, Plaintiffs bring this action against Defendant Health Care Provider and seek damages in excess of Twenty Thousand Dollars (\$20,000.00).

COUNT II

Negligence

(Cytology Services)

43. Plaintiffs hereby incorporate by reference all above allegations as if fully set forth herein.

COUNT III

Negligence

(SmithKline)

48. Plaintiffs hereby incorporate by reference all above allegations as if fully set forth herein.

49. SmithKline, individually and through their agents, servants and employees, owed the Plaintiffs the duty to exercise that degree of care and skill and judgment ordinarily expected of reasonably competent cytotechnicians and pathologists acting in the same or similar circumstances.

50. SmithKline, individually and through their agents, servants and employees, deviated from accepted standards of care in their evaluation of Ms. Quinn's pap smears by:

a. Failing to properly evaluate, interpret and read Ms. Quinn's 5/16/97 pap smear.

51. As a result of this deviation from accepted standards of care, there was a significant delay in the diagnosis and treatment of Ms. Quinn's cervical cancer.

52. As a direct and proximate result of this conduct, Plaintiffs have and will continue to endure pain and suffering and incur economic damages.

WHEREFORE, Plaintiffs bring this action against Defendant Health Care Provider and seek damages in excess of Twenty Thousand Dollars (\$20,000.00).

COUNT IV

Negligence

(Planned Parenthood)

53. Plaintiffs hereby incorporate by reference all above allegations as if fully set forth herein.

54. Planned Parenthood, individually and through their agents, servants and employees owed the Plaintiffs the duty to exercise that degree of care and skill and judgment ordinarily expected of reasonable health care providers acting in the same or similar circumstances.

55. Planned Parenthood, individually and through their agents, servants and employees, deviated from accepted standards of care in their treatment of Plaintiff by without limitation:

a. On 11/5/93 Ms. Quinn had a pap smear with a reported finding of low grade SIL. Accordingly a colposcopy was performed. The colposcopy findings do not explain Ms. Quinn's reported pap smear findings. The biopsies were obscured by inflammation and did not explain Ms. Quinn's reported low grade SIL. As such, a repeat colposcopy should have been performed. Planned Parenthood failed to do this.

b. On 5/4/94 Ms. Quinn had a repeat pap reported to indicate ASCUS with atypical endocervical glands. At this point a conization is indicated. Planned Parenthood failed to do this.

c. On 12/26/96, 2/27/97 and 3/10/97 Ms. Quinn has similar pelvic findings coupled with continued reported pap findings of ASCUS. Upon each visit a conization was indicated. Planned Parenthood failed to do this.

d. Overall Planned Parenthood breached the standard of care starting in 11/5/93. On 11/5/93 Ms. Quinn had a pap smear which was interpreted as abnormal. Planned Parenthood never properly evaluated or followed up this finding or each subsequent abnormal pap finding. This breach occurred on every subsequent visit to Planned Parenthood from 11/15/93 until Ms. Quinn stopped treating with Planned Parenthood. This includes failing to perform more regular pap exams.

56. As a result of the deviations from accepted standards of care, there was a significant delay in the diagnosis and treatment of Ms. Quinn's cervical cancer.

57. As a direct and proximate result of this conduct, Plaintiffs have and will continue to endure pain and suffering and incur economic damages.

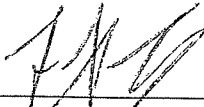
WHEREFORE, Plaintiffs bring this action against Defendant Health Care Provider and seek damages in excess of Twenty Thousand dollars (\$20,000.00).

COUNT IV

Loss of Consortium

(All Defendants)

58. Plaintiffs hereby incorporate by reference all above allegations as if fully set forth herein.



Gerson B. Mehlman
Francis X. Leary
Mehlman & Greenblatt, LLC
1838 Greene Tree Road
Suite 360
Baltimore, Maryland 21208
(410) 486-4790

ATTORNEYS FOR PLAINTIFFS



STATE OF MARYLAND

EXECUTIVE DEPARTMENT

PARRIS N. GLENDENING
GOVERNOR

HEALTH CLAIMS ARBITRATION OFFICE

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6 ST. PAUL STREET, SUITE 1501
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ORDER OF TRANSFER

May 12, 1998

Francis X. Leary, Esquire
Mehlman & Greenblatt, LLC
1838 Green Tree Road
Suite 360
Baltimore, Maryland 21208

Re: Quinn vs Cytodiagnosics, Inc., et al
HCAO# 98-200

Dear Counsel:

The above-captioned case has been waived to the Circuit Court for Baltimore City by request of the party (s), a copy of the Order of Transfer is enclosed.

To date, we have not incurred any costs in this matter, therefore, our case file will be closed within 60 days of the filing of the election to waive.

Thank you for your attention in this matter.

Very truly yours,

Marcie Scannell
Docket Clerk
(410)-767-8203

cc: Cytodiagnosics, Inc.
Cytology Servies of Maryland, Inc.
Planned Parenthood of Maryland, Inc.
Smithkline Beecham Clinical Laboratories, Inc.

SUZANNE THERESA QUINN, ET AL.
 Plaintiffs,
 v.
 CYTODIAGNOSTICS, INC., ET AL.,
 Defendants.

CIRCUIT COURT FOR
 BALTIMORE CITY
 99 JUN 31 AM 7:35

CIVIL DIVISION

IN THE
 CIRCUIT COURT
 OF MARYLAND
 FOR
 BALTIMORE CITY

CASE NO: 24-CV-98-14916
 9814916/CC4602
 * * * * *
 Appear Fee 15.00
 * * * * *
 TOTAL 128.00
 * * * * *

STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to Rule 2-506(a) of the Maryland Rules of Procedure, plaintiff and defendants, by their respective undersigned attorneys, hereby stipulate and agree that the captioned case shall be, and it hereby is, DISMISSED WITH PREJUDICE, each party to bear its own costs and counsel fees.

Francis X Leary/rls
 Francis X. Leary, Esq.
 Mehlman & Greenblatt, LLC
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Nell B Strachan
 Nell B. Strachan
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 1800 Mercantile Bank & Trust
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 2 Hopkins Plaza
 Baltimore, Maryland 21201

Attorney for Plaintiffs
 Suzanne Theresa Quinn,
 et al.

Attorney for Defendant,
 Planned Parenthood of
 Maryland, Inc.

*Final
 7/2/99*

Joseph Montedonico/mbz

Joseph Montedonico, Esquire
Denise Adams Hill, Esquire
5454 Wisconsin Avenue
Suite 1300
Chevy Chase, MD 20815

Attorney for Defendant
Cytology Services of Maryland,
Inc.

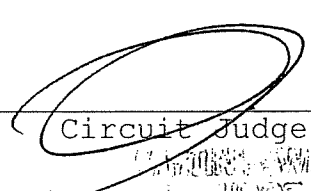
William B. Whiteford/mbz

William B. Whiteford, Esq.
Whiteford, Taylor & Preston,
LLP
Seven Saint Paul Street
Baltimore, MD 21202-1626

Attorney for Defendant
Cytodiagnosics, Inc.

ORDER

It is hereby so ORDERED.

✓  7-2-99
Circuit Judge
C. M. WILSON
JUDGE

MARTIN T. QUINN

Plaintiff(s)

6/4 (20) 7/9

IN THE Circuit Court

For Baltimore City

CYTO DIAGNOSTICS ET AL

Defendant(s)

98149116

File No. CC 4602

SETTLEMENT ORDER

TO THE CLERK:

Please enter this case Agreed and Settled, costs to be paid by DEFENDANTS

The parties agree that if costs and damages have not been paid within thirty (30) days from today's date, judgment will be entered for against in the amount of ; or

The parties agree that if costs have not been paid within thirty (30) days from today's date, judgment for costs will be entered against DEFENDANTS.

This settlement is subject to approval by , but the entry of judgment is not. Judgment will be entered in 30 days unless notice is filed that such approval has been denied.

Plaintiff(s)

Francis X. Leary Attorney(s) for Plaintiff(s)

Joseph Matelona, Cytology Services Defendant(s)

WILL STACHAN, Plaintiff - Plaintiff of W.B. Myers, Cytodiagnosics Attorney(s) for Defendant(s)

Enter judgment pursuant to agreement of the parties.

Date: 6-8-99

Judge

EV 101101907