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CATHLEEN MILLER-SYDNOR
3105 White Oak Drive, Apt. D
Abingdon, Maryland 21009

* BEFORE THE
* HEALTH CLAIMS
* ARBITRATION OFFICE
* OF MARYLAND
* APR 24 1996
* HEALTH CLAIMS
* ARBITRATION OFFICE

Claimant

v.

MOSHE SALOMY, M.D.
2411 West Belvedere Avenue
Baltimore, Maryland 21215

*
* HCA No.:

and

ALLAN GOLD, M.D.
6 East Eager Street
Baltimore, Maryland 21202

96-219

and

HILLCREST CLINIC, INC.
5602 Baltimore National Pike
Suite 600
Baltimore, Maryland 21228

Serve On:
Bonnie Bailey, Resident Agent
5602 Baltimore National Pike
Suite 600
Baltimore, Maryland 21228

Defendants

* * * * *

STATEMENT OF CLAIM

Now comes Cathleen Miller-Sydnor, by her attorneys, D. Dusky Holman and Blevins & Holman, L.L.C., and sues healthcare providers Dr. Moshe Salomy, Dr. Allan Gold and Hillcrest Clinic, Inc., and states as follows:

1. That all of the healthcare providers named herein represented to the Claimant and to the public that they possessed the degree of skill, knowledge and ability possessed by reasonably competent medical practitioners practicing under

the same or similar circumstances as those involving the Claimant, Cathleen Miller-Sydnor.

2. That on or about March 31, 1993 Claimant underwent a therapeutic abortion at Hillcrest Clinic performed by Dr. Moshe Salomy, the agent, servant, and/or employee of Hillcrest Clinic, Inc.

3. That following surgery, the Claimant was prescribed five (5) days of Tetracycline for infection which she took as directed until April 4, 1993.

4. That on April 5, 1993, the Claimant became seriously ill experiencing sever cramps and fever at which time she called Hillcrest Clinic for advice. Defendant Dr. Gold, the agent, servant and/or employee of Hillcrest Clinic, Inc., informed her that he would call in a prescription and for her to come to the office in the morning if the fever continued. The fever subsided by the morning of April 6, 1993, however, the cramping continued.

5. That the fever returned the evening of April 6, 1993 and, therefore, the Claimant returned to Hillcrest Clinic on April 7, 1993 at which time she was given a cursory pelvic examination by Defendant Dr. Salomy. Claimant was given a prescription for five (5) days of 500 mg. of Erythromycin. Claimant questioned Defendant Dr. Salomy about possible infection and was told that the he was unable to tell but that the medication would clear up any possible infection. Claimant was told to return to the Clinic on April 9, 1993,

however, the Clinic was closed due to Good Friday. The Clinic was also closed on Easter Monday, April 12, 1993.

6. That the Claimant returned to the Clinic April 13, 1993 still complaining of severe cramping and a spiked fever at which time she was given another cursory pelvic examination, this time by Defendant Dr. Gould. Again, she was told that nothing was out of the ordinary and that she should make another appointment for April 16, 1993 because it had not yet been two (2) weeks since the surgery and it was routine for a two (2) week examination to be performed. The Claimant was given the option to have the check-up performed at Hillcrest or by her primary care physician. The Claimant chose Hillcrest with the belief that the physicians there would be more experienced in that field.

7. That on April 16, 1993 the Claimant presented herself to Hillcrest Clinic and was seen by Defendant Dr. Salomy. She informed him of her severe cramping, fever of 103.4 degrees the night before and pain in her abdomen and lower back. She was given another cursory pelvic examination and was told everything was fine. Defendant Dr. Salomy then asked her whether or not there could be any other reason why she would have a fever and she told him there was not. Defendant Dr. Salomy told her that perhaps she simply had the flu. No diagnostic studies, blood tests nor urine tests were performed.

8. That the Claimant reasonably relied upon defendant Dr. Salomy's opinion and believed she may have had the flu.

9. That on April 23, 1993, one (1) week after her last visit to Defendant Dr. Salomy, the Claimant continued to experience the same symptoms with regard to the fever, cramping and abdominal and lower back pain. In addition she began to vomit black fluid. The Claimant presented herself on the morning of April 24, 1993 to the Emergency Room of Franklin Square Hospital where an immediate laparoscopy was performed to determine the source of her symptomatic state. The treating physician informed her that his ability to locate the source of her problems was severely limited because her pelvis was so replete with infection. She was administered intravenous antibiotics in an attempt to clear up the infection and remained in the hospital for five (5) days and was discharged on May 1, 1993. Several abdominal masses were found and were the result of the infection.

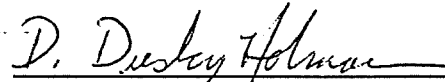
10. That the Claimant eventually was scheduled for exploratory surgery at Franklin Square Hospital on July 15, 1993 which resulted in the removal of her right tube and right ovary and a cystectomy of her left ovary. She was discharged on July 21, 1993.

11. That all of the Claimant's injuries were direct and proximate results of the negligence on the part of the Defendants in failing to adequately examine her and diagnose her, and the Claimant has been caused to suffer and sustain

serious, painful and permanent injuries, and mental anguish; and in an attempt to alleviate her pain and to cure her injuries she was obliged to expend various sums of money for treatment by certain physicians and hospitals; and was precluded and will in the future be precluded from engaging in her normal activities, occupations and pursuits, all to her great damage and detriment.

12. That the Claimant further avers that all of her injuries, losses and damages, past, present and prospective, were, are and will be due solely to and by reason of the negligence of the Defendants without any negligence or want of due care on the part of the Claimant contributing thereto.

13. The negligence complained of occurred in Baltimore County and venue is claimed in Baltimore County. The amount of this claim exceeds \$20,000.00.


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Attorneys for Claimant

CATHLEEN MILLER-SYDNOR
Claimant

vs.

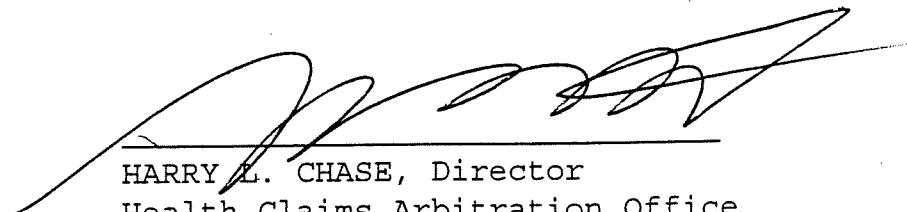
ALLAN GOLD, M.D.
Defendant

* IN THE
* HEALTH CLAIMS
* ARBITRATION OFFICE
* HCA No.:96-219

* * * * *

ORDER OF DISMISSAL WITHOUT PREJUDICE

Pursuant to Maryland Rule 2-507 and the Notification to Parties mailed on the 13th day of November, 1997, and no response thereto, it is ORDERED, this 16th day of ,December 1997, that this claim be, and the same is hereby, DISMISSED WITHOUT PREJUDICE.



HARRY L. CHASE, Director
Health Claims Arbitration Office
6 St. Paul Centre, Suite 1501
Baltimore, Maryland 21202
(410) 767-8200

cc: Allan Gold, M.D.
Hillcrest Clinic, Inc.

Moshe Salomy, M.D.