

IN THE HEALTH CLAIMS ALTERNATIVE DISPUTE RESOLUTION OFFICE

JEFFREY M. MERVIS, ESQUIRE

Guardian of MERLIN GUERRA,

a minor:

13408 Lydia Street

Silver Spring, MD 20906

Claimant

v.

Llewelyn Crooks, M.D.

18801 Celebrity Lane

Sandy Spring, MD 20860

and

Metropolitan Women's Group, L.L.C.

1111 Spring Street, Suite 220

Silver Spring, MD 20910

Serve: Resident Agent:

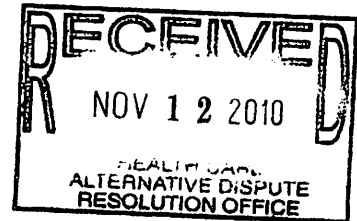
Edward J. Tolchin

11801 Monticello Ave.

Silver Spring, MD. 20912

Health Care Providers

2010-708
Civil Action No.: _____



STATEMENT OF CLAIM

The Claimant Jeffrey M. Mervis, Esquire, as Guardian of the property of Merlin Guerra,
a minor, by and through counsel,

files this Complaint for Damages against

Llewelyn Crooks, M.D. and Metropolitan Women's Group, L.L.C., and in support of their
claims respectfully state as follows:

PARTIES TO THE ACTION

1. Iris Rivera is an adult female who resides at 13408 Lydia Street, Silver Spring, MD 20906. She is the mother of the Infant Claimant, Merlin Guerra.

2. The Infant Claimant, Merlin Guerra, was born at Washington Adventist Hospital on June 25, 2007 and presently resides with her mother Iris Rivera at 13408 Lydia Street, Silver Spring, MD 20906. Jeffrey M. Mervis, Esq., was personally appointed by order of the Circuit Court of Montgomery County on June 23, 2009, as guardian of the property of the infant Merlin Guerra.

3. That a related case captioned Mervis v. Washington Adventist Hospital, HCADRO No. 2010-325 (hereinafter the "related case") was previously filed and transferred to the Circuit Court for Montgomery County, Maryland. In this related case, the Plaintiff has alleged that Healthcare Providers Washington Adventist Hospital and its agents, servants, employees and apparent agents, **including Healthcare Provider Crooks were negligent and breached medical standards of care.** See Complaint, and Certificate of Merit and Report executed by Mark Landon, MD. The certificate of Merit and Report which were previously filed with the Health Claims Alternative Dispute Resolution Office are attached hereto, and to be interpreted as being incorporated herein.

4. That, during discovery conducted in the related case, the Plaintiff was informed by Washington Adventist Hospital that Dr. Crooks, was not a "house officer", employed by Washington Adventist Hospital, as indicated in the relevant medical records. Rather, Dr. Crooks was an independent physician and or agent, servant, or apparent agent of Metropolitan Women's Group, L.L.C. (hereinafter "Metropolitan"), during the time that he provided medical care on behalf of Iris Rivera. Consequently, this action has been filed against Dr. Crooks and

Metropolitan, and once transferred to the Circuit Court of Montgomery County will be consolidated with the the related claim.

5. Healthcare Provider Llewelyn Crooks is a medical doctor who at all times relevant specialized in providing obstetrical and gynecologic medical care and treatment to patients in the State of Maryland and in particular at Washington Adventist Hospital.

ALLEGATIONS COMMON TO ALL COUNTS

6. During the month of September 2006, Iris Rivera became pregnant.

7. On June 25, 2007, at approximately 4:42 a.m., Iris Rivera was admitted to the labor and delivery department at the Washington Adventist Hospital. At that time, Lakeisha McMillan, M.D. was listed as the attending physician responsible for her care.

8. On June 25, 2007, the date that Iris Rivera presented to the emergency room and was transferred to the labor and delivery department, Adventist employed and supervised physicians, nurses, servants, employees and agents who were responsible for providing maternal and fetal care to Iris Rivera and her unborn child in accordance with the accepted standards of hospital, medical and nursing practice.

9. On June 25, 2007, Iris Rivera was hooked up to an electronic fetal monitor (hereinafter "EFM") to monitor her baby's well-being and condition. In particular, Kathleen Garrison, R.N., an employee, servant and agent of the hospital, was assigned to assess Iris Rivera and her baby and to review and interpret the fetal heart rate tracings.

10. From the outset, the heart rate lacked any accelerations, and, during the initial assessment, the fetal heart rate variability decreased and decelerations were present. Despite the presence of a nonreactive and nonreassuring fetal heart rate, Nurse Garrison did not call Dr.

McMillan, or ask for assistance from Dr. Crooks, who, according to the medical records, was present at the hospital, and she did not perform the appropriate nursing interventions.

11. At approximately 5:25 a.m., the infant's heart rate began to deteriorate. Despite this significant and potentially harmful change in the baby's heart rate, no one at Adventist responded in a timely manner. Instead, according to Dr. McMillan's handwritten note, Nurse Garrison called her at home at approximately 5:30 a.m., and advised the doctor, for the first time, that Iris Rivera was at the hospital and having contractions. Nurse Garrison did not notify Dr. McMillan about the nonreactive and nonreassuring heart rate, nor did she tell her about the significant deterioration and deceleration that started at 5:25 a.m.

12. At approximately 5:36 a.m., Dr. Crooks, who was an agent, servant, and employee of Metropolitan, was called to the patient's bedside to evaluate the mother and infant. Dr. Crooks documented that he was told that the baby had a fetal bradycardia with a heart rate in the 60's. Upon arrival at the mother's bedside, he ruptured the membranes, placed a fetal scalp electrode and then made a decision to take the mother to the operating room for an emergency c-section.

13. The baby was not delivered until 6:01 a.m., approximately 36 minutes after the onset of the prolonged deceleration and fetal bradycardia and approximately 25 minutes after Dr. Crooks was informed of the baby's condition.

14. That as a direct and proximate cause of the delay in delivering the minor Claimant, Merlin Guerra suffered irreversible brain damage and other neurological, cognitive and related deficits and disorders.

15. Metropolitan, acting through its actual and apparent employees, agents and servants, including Dr. Crooks, knew or should have known of the likelihood of severe

complications including, but not limited to, brain damage or death of the infant child, due to the onset of clinical signs and symptoms of fetal stress and distress and nonreassuring fetal heart rate tracings.

16. Merlin Guerra was delivered in a severely depressed condition, and she exhibited signs of birth asphyxia, hypoxic-ischemic encephalopathy, neurological injury and other complications.

17. Metropolitan, acting by and through its actual and apparent agents, servants, and employees, including, but not limited to Dr. Crooks, should have known that, by failing to properly and timely intervene and/or by delaying the delivery, Merlin Guerra was exposed to a significant risk for life-threatening complications, including, but not limited to, severe brain damage or death.

18. Merlin Guerra has been diagnosed with cerebral palsy, developmental delays, permanent neurological, cognitive, respiratory, feeding, and other physical injuries and deficits.

19. Metropolitan, acting by and through Dr. Crooks, and its other actual and apparent agents, servants, employees, all of whom were acting within the course and scope of their employment, failed to follow the standards of medical practice, exercise reasonable care and skill and were otherwise negligent and careless in their care and treatment of Iris Rivera and her unborn child in the following acts or omissions: (i) they subjected the fetus to a substantially increased risk of harm, (ii) they unreasonably delayed the delivery of the fetus, (iii) they failed to perform a timely cesarean section, even after the obvious risk of brain damage to the fetus was known or should have been known, (iv) they gave inadequate and dangerous orders, and (v) they failed to otherwise provide all necessary obstetrical and other emergency services in a timely manner.

20. As a direct and proximate cause of the foregoing negligent acts and omissions, Merlin Guerra suffered irreversible brain injuries, severe pain and mental anguish, was compelled to seek medical care and attention, incurred expenses for such treatment and will continue to incur such expenses in the future, suffered and will continue to suffer a loss of enjoyment of life, will suffer a loss of future earnings and other economic losses, and is otherwise permanently injured and disabled.

COUNT I
(Claim of MERLIN GUERRA)

The Claimant, Merlin Guerra, adopts by reference the allegations contained in paragraphs 1 through 20, the same as if fully rewritten herein.

21. That at all times relevant Healthcare Provender Dr. Crooks failed to comply with the standards of practice among members of the same health care profession with similar training and experience in the same or similar communities at the time of the alleged acts or omissions giving rise to this cause of action.

22. Healthcare Provider Dr. Crooks is liable for his negligent acts and omissions in providing medical care and treatment on behalf of the Plaintiff and the minor child.

23. As a direct and proximate result of the individual, joint, concurrent, and consecutive negligent acts and/or omissions of the agents, servants and employees of Metropolitan, including Dr. Crooks, and all of whom were acting within the course and scope of their employment, Merlin Guerra suffered permanent injuries, physical pain, emotional anguish, and other economic and non-economic damages, including, but not limited to past, present and future medical care, loss of earnings, and loss of enjoyment of life.

WHEREFORE, the Claimant Jeffrey M. Mervis, Esquire as guardian of the property of the infant claimant, Merlin Guerra, prays for an award of damages against Healthcare Providers

Metropolitan and Dr. Crooks, jointly, individually and severally, in an amount in excess of Thirty Thousand Dollars (\$30,000.00), plus the costs of maintaining this action, and such other and further relief as may be just and proper.

Respectfully submitted,

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Guardian of **MERLIN GUERRA**,
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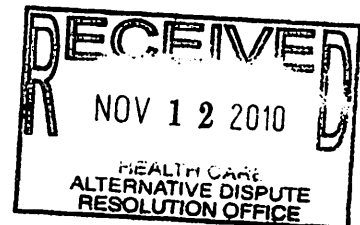
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ELECTION TO WAIVE HEALTH CLAIMS ARBITRATION

The Claimant Jeffrey M. Mervis, Esquire, as Guardian of the property of Merlin Guerra, a minor, by and through counsel,

hereby waives arbitration in the above captioned case pursuant to the Annotated Code of Maryland, Courts and Judicial Proceedings Article Section 3-2A-06B. Attached to this waiver is the certificate of merit and report signed by Mark Landon, M.D., which was previously filed in the case captioned Mervis vs. Washington Adventist Hospital, Case No. HCADRO No :2010-325.

Respectfully submitted,

Attorneys for Plaintiffs