

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

HAIMANOT ARAGAW
4305 Paxton Lane, S.W., #1607
Lilburn, Georgia 30047,

and

ABEL WOLDEMEDHEN
4305 Paxton Lane, S.W., #1607
Lilburn, Georgia 30047,

Plaintiffs,

v.

Civil No.

LEROY H. CARHART, JR., M.D.
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

and

ANH-CHI DANG DO, M.D.
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

and

ABORTIONCLINICS.ORG, INC. a/k/a as
ABORTIONCLINICS and/or ACO
INCORPORATED
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

SERVE ON: Resident Agent
Mary Lou Carhart
Suite 104
10401 Old Georgetown Road
Bethesda MD 20814,

and

ACO INCORPORATED d/b/a
AbortionClinics.Org, Inc., and/or

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across the United States and was the actual or apparent agent, servant, and/or employee of the Defendants AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and/or ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, and was acting within the scope of his agency, duties, and/or employment.

3. At all times relevant hereto, Defendant Anh-Chi Dang Do, M.D., was a duly licensed physician in the State of Maryland, who held herself out as practicing “Family Medicine” but was in fact performing abortions and was the actual or apparent agent, servant, and/or employee of the Defendants AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, and was acting within the scope of her agency, duties, and/or employment.

4. At all times relevant hereto, Defendant AbortionClinics.Org, Inc., a/k/a ABORTIONCLINICS and/or ACO Incorporated, was a corporation with its principal office located at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814, and was organized and existing under the laws of the State of Maryland providing abortion services to the Montgomery County community through its agents, servants, and/or employees and was the actual or apparent principal, master, servant, and/or employer of Defendants Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D.

5. At all times relevant hereto, Defendant ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, was a corporation with its principal office located at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814, and was organized and existing under the laws of the State of Maryland providing abortion services to the Montgomery County

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community through its agents, servants, and/or employees and was the actual or apparent principal, master, servant, and/or employer of Defendants Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D.

JURISDICTION AND VENUE

6. This claim was brought before the Health Claims Arbitration Office of Maryland, HCA No. 2020-568, in which the Plaintiffs then filed an Election to Waive Arbitration pursuant to MD. CODE ANN., CTS. AND JUD. PROC., § 3-2A-06B.¹

7. The amount of this claim exceeds the required jurisdictional limit, and venue is proper in the United States District Court, pursuant to 28 U.S.C. § 1332 due to diversity of citizenship among the parties. Plaintiffs reside in Georgia and all Defendants, Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, practice medicine, operate a clinic facility, and maintain their principal place of business in Maryland. Maryland is also where the negligence complained of occurred.

FACTS COMMON TO ALL COUNTS

8. On or about May 20, 2020, Plaintiff Haimanot Aragaw and Plaintiff Abel Woldemedhen, her husband, sought medical services from Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, located at 10401 Old Georgetown Road, #104, Bethesda, Maryland

¹ The Health Claims Arbitration Office of Maryland Election to Waive Arbitration and Order of Transfer are attached hereto as Exhibit "1."

20814, for the purpose of aborting a 23-week gestational age fetus recently diagnosed with Down's Syndrome.

9. Down's Syndrome is a congenital anomaly which under Maryland law entitles the patient to a therapeutic abortion regardless of gestational age of the fetus.

10. The diagnosis of the fetal anomaly of Down's Syndrome was delayed because of the Covid-19 crisis during which access to laboratory tests and results were delayed or unavailable.

11. Immediately following their discovery of the presence of Down's Syndrome, Plaintiffs began a search for an available abortion service. Because of the delay in receiving the Down's Syndrome diagnosis caused by the Covid-19 crises as stated above, the Plaintiffs were unable to obtain an abortion in their home State of Georgia.

12. After contacting a national abortion services company through an 800 telephone number, the Plaintiffs were referred to Defendants Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814.

13. After contacting the Defendants Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, and receiving money for travel, Plaintiffs drove from their home in Georgia to Bethesda, Maryland.

14. On May 20, 2020, Plaintiffs had their initial appointment with Defendants Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a

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AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, at the abortion clinic location noted above.

15. At this initial appointment, Plaintiff Haimanot Aragaw was given an ultrasound examination in which the placenta was noted as in the “posterior position.” Plaintiff Haimanot Aragaw was then given oral medications and a vaginal insertion of a seaweed extract known as “laminaria” designed to cause cervical dilation. Following this procedure, Plaintiffs spent the night in a local motel.

16. That night, Plaintiff Haimanot Aragaw began to experience pain in her pelvic region and some vaginal discharge.

17. On May 21, 2020, Plaintiffs returned to the abortion clinic in the morning as directed for completion of the procedure. Plaintiffs reported the pelvic pain and discharge and were told it was “normal.” At that time additional oral medications were given to further dilate the uterus.

18. Plaintiff Haimanot Aragaw at this time advised the Defendant Do that she was experiencing pelvic pain and was again reassured that it was “normal.” The laminara seaweed insert was removed after which Haimanot began bleeding heavily.

19. Defendant Do began suctioning of the fetus which was designed to dismantle and remove the fetus from the uterus.

20. At first, Defendant Anh-Chi Dang Do, M.D., was the attending physician performing the procedure.

21. As the procedure continued, Plaintiff Haimanot Aragaw was noted to be bleeding even more excessively to the extent that the Defendants and members of the support staff became covered in blood.

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22. Defendant Leroy H. Carhart, Jr., M.D., was called in to assist and, along with Defendant Anh-Chi Dang Do, M.D., attempted to complete the suction removal of the fetus and to control the excessive bleeding.

23. Despite the efforts of both Defendants Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., they were not successful in either completing the suction abortion of the fetus or in controlling the excessive bleeding. Eventually the Montgomery County Fire and Rescue Department were contacted by the Defendants to emergently transport Plaintiff to the Shady Grove Adventist Hospital located at 9901 Medical Center Drive, Rockville, Maryland 20850.

24. Upon arrival in the Emergency Department, Plaintiff Haimanot Aragaw was in critical condition from the excessive loss of blood and injury to her uterus. She was emergently taken to the Operating Room for suspected uterine perforation and/or rupture as well as retained fetal parts.

25. The medical records of the ensuing operation state:

“At the time of exploratory laparotomy, the pt was found to have a uterine defect from cervix from about 2 to 10 o'clock around the circumference of the cervix, fetal calvarium loosely attached to thorax, absent upper extremities, right fetal leg absent from level of inguinal ligament, and fetal remains located outside of uterine cavity posterior to the uterus. There was traumatic injury to the appendix.”

26. In order to control the excessive bleeding and save the life of Plaintiff Haimanot Aragaw, the attending Hospital surgeon had to perform a hysterectomy and removal of the entire uterus of the Plaintiff Haimanot Aragaw.

27. The failure by the Defendants Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., to properly inform Plaintiff Haimanot Aragaw and to properly perform the abortion procedure while acting within their aforesaid duties, agency and/or employment resulted in

multiple internal injuries to the Plaintiff Haimanot Aragaw including permanent injury to her appendix. In addition, in order to control the excessive bleeding as noted above, Plaintiff Haimanot Aragaw had to undergo removal of her uterus rendering her infertile.

28. Plaintiff was not contributorily negligent nor assumed the risk of this injury

**COUNT ONE - MEDICAL NEGLIGENCE
(Haimanot Aragaw)**

29. The factual allegations of paragraphs 1 through 28 are incorporated by reference as though fully set forth herein.

30. The Defendants, Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., while acting as the apparent or actual agents, servants and/or employees of AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, were negligent and breached the standard of care in one or more of the following ways, by:

- a. Failing to properly inform the Plaintiffs of the potential of complete uterine injury and rupture and loss of uterus due to uterine injury and rupture;
- b. Failing to properly evaluate the placenta and place the laminara insert;
- c. Failing to properly monitor the Plaintiff, Haimanot Aragaw, during the procedure until she was in critical condition from excessive loss of blood;
- d. Failing to properly administer the medications as part of the abortion procedure;
- e. Failing to properly perform the suction removal of the fetus as part of the abortion procedure;

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- f. Failing to properly inform the Plaintiffs of the potential of injury to organs outside the uterus including, but not limited to, the appendix.
- g. For such other and further reasons as may be determined during the course of discovery pursuant to the Maryland Rules of Civil Procedure.

31. As a direct and proximate result of the departures from standard care of the Defendants, Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., while acting within the scope of their apparent or actual agency, duties, and/or employment, on behalf of AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, and without any negligence on her part, Haimanot Aragaw has sustained economic harm and damage, in the past, present and future and has sustained permanent internal injuries including a permanent loss of her uterus, as well as damage to her appendix. Plaintiff has incurred expenses in the past, present, and future for medical expenses and the Plaintiff did in the past and will continue in the future to suffer great injury to her body; great pain, suffering, and mental anguish; and did in the past and will in the future incur medical, physician, hospital, and related costs. In addition, Plaintiff suffered loss of enjoyment of life and the ability to pursue the ordinary pleasures of life because of her physical and mental injury. These injuries and damages are permanent.

32. In addition, Plaintiff Haimanot Aragaw claims a loss of earnings in the past, present and future arising from the negligence of the Defendants, all jointly and severally.

WHEREFORE, as a result of the foregoing, Haimanot Aragaw, claims damages from Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a

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AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, for compensatory damages in excess of the jurisdictional limit, plus interest, costs and other permissible damages.

**COUNT TWO – MEDICAL NEGLIGENCE – LOSS OF CONSORTIUM
(Haimanot Aragaw and Abel Woldemedhen)**

33. The factual allegations of paragraphs 1 through 32 are incorporated by reference as though fully set forth herein.

34. At all relevant times herein, Plaintiffs were and are husband and wife.

35. As a direct and proximate result of the aforementioned failures of the Defendants Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., while acting within the scope of their apparent or actual agency, duties, and/or employment, on behalf of AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, jointly and severally, to conform to accepted standards of care in the medical care and treatment rendered to Plaintiff Haimanot Aragaw, Plaintiffs jointly make a claim for loss of services and damage to the marital relationship, including but limited to, a loss of society, affection, assistance, companionship and disruption of sexual relations.

WHEREFORE, as a result of the foregoing, Haimanot Aragaw and Abel Woldemedhen claim damages from Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, for compensatory damages in excess of the jurisdictional limit, plus interest, costs and other permissible damages.

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**COUNT THREE - NEGLIGENCE - INFORMED CONSENT
(Haimanot Aragaw)**

36. The factual allegations of paragraphs 1 through 35 are incorporated by reference as though fully set forth herein.

37. Defendants Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, were obligated to inform Plaintiff Haimanot Aragaw of the material risks and consequences of the abortion procedure, including but not limited to, that the medications and procedure could cause catastrophic injury to the uterus resulting in rupture and/or puncture and that additional damage to internal organs, such as the appendix, could result in death and/or permanent injuries.

38. Defendants AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, by and through Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., its actual and/or apparent agents, servants and employees; and Defendants Leroy H. Carhart, Jr., M.D., and Anh-Chi Dang Do, M.D., failed to perform this duty. At no time was Plaintiff Haimanot Aragaw properly informed of the material risks and consequences of the abortion procedure, including but not limited to, that the medications and procedure could cause catastrophic injury to the uterus resulting in rupture and/or puncture and that additional damage to internal organs, such as the appendix, could result in death and/or permanent injuries.

39. A reasonable person in Haimanot Aragaw's position would have withheld consent to the abortion procedure had the material risks and consequences been disclosed. Haimanot Aragaw could have elected reasonable alternatives.

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ROCKVILLE, MD 20850

(301) 762-5150

40. As a direct and proximate result of the failure of the Defendants, all jointly and severally, to obtain the appropriate informed consent, Haimanot Aragaw has sustained economic harm and damage, in the past, present and future and has sustained permanent injuries. Haimanot Aragaw has incurred great expenses in the past, present, and future for medical expenses and the Plaintiff did in the past and will continue in the future to suffer great injury to her body; great pain, suffering, and mental anguish; and did in the past and will in the future incur great medical, physician, hospital, rehabilitation and related costs. In addition, Plaintiff suffered loss of enjoyment of life and the ability to pursue the ordinary pleasures of life because of her physical and mental injury. These injuries and damages are permanent.

41. In addition, Plaintiff Haimanot Aragaw claims a loss of earnings in the past, present and future arising from the negligence of the Defendants, all jointly and severally.

WHEREFORE, as a result of the foregoing, Haimanot Aragaw claims damages from Leroy H. Carhart, Jr., M.D.; Anh-Chi Dang Do, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, for compensatory damages in excess of the jurisdictional limit, plus interest, costs and other permissible damages.

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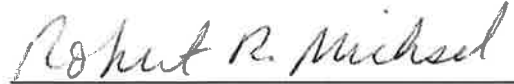
108 Park Avenue

ROCKVILLE, MD 20850

(301) 762-5150

Respectfully submitted,

SHADOAN, MICHAEL & WELLS, LLP



Robert R. Michael, CPF# 7201010133

rmichael@smwlawfirm.com

Andrew J. Hall, CPF# 1112130396

ahall@smwlawfirm.com

108 Park Avenue

Rockville, MD 20850

(301) 762-5150 Fax: (301) 309-8344

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs, Haimanot Aragaw and Abel Woldemedhen, by and through their attorneys, Robert R. Michael, Esquire, Andrew J. Hall, Esquire, and Shadoan, Michael & Wells, LLP, demand a trial by jury of this action.



Robert R. Michael

CERTIFICATE OF SERVICE

I Hereby Certify that on this 12th day of July 2021, a copy of the foregoing Complaint, was mailed, first class, postage prepaid to:

Mary Alane Downs, Esquire

Downs, Ward, Bender, Hauptmann & Herzog, P.A.

Executive Plaza III, Suite 400

11350 McCormick Road

Hunt Valley, MD 21031

Attorneys for Leroy H. Carhart, Jr., M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS

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& WELLS, LLP

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ATTORNEYS AT LAW

108 Park Avenue

ROCKVILLE, MD 20850

(301) 762-5150

Michael E. Blumenfeld, Esquire
Nelson Mullins
100 S. Charles Street
Suite 1600
Baltimore, MD 21201
Attorneys for Anh-Chi Dang Do, M.D.



Robert R. Michael

SHADOAN, MICHAEL
& WELLS, LLP

A Registered Limited Liability Partnership

ATTORNEYS AT LAW

108 Park Avenue

ROCKVILLE, MD 20850

(301) 762-5150