



Medical Quality Assurance Commission
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 Olympia, WA 98504-1099
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MD

Washington State Medical Quality Assurance Commission Applicant's Professional Liability Action History

Applicant's name: Denise Marie Bayuszik Today's date: 12/07/2007

Please submit a separate form for each past or current professional liability claim or lawsuit which has been filed against you. (Photocopy this page as needed.) Only a legible and signed narrative which addresses all of the following details will be accepted.

- 1) Provide a detailed summary of the events of the case. Include the date of occurrence, your specific involvement, and the patient's clinical outcome. Please submit additional pages of narrative if necessary.

Date of occurrence: 5/11/2001 Details: _____

B. Barovsky Case# 24-C-03-007484

* Bowel Refraction at time B+C

See next page

- 2) Date suit or claim was filed: 9/17/2003 Name and address of insurance carrier that handled the claim:

Medical Protective Company ; Medpro Claims PO Box 29201
Shawnee Mission, KS 66201

- 3) Your status in the legal action (primary defendant, codefendant, other): Codefendant

4) Current status of suit or other action: Settled.

5) Date of settlement, judgment, or dismissal: 10/15/2005

- 6) If the case was settled out-of-court, or with a judgment, settlement amount attributed to you, please disclose the amount.

(You must enclose a copy of final disposition of case—this includes dismissals.) \$ 225,000

I verify the information contained in this form is correct and complete to the best of my knowledge:

Denise Bayuszik
 Signature

12/21/07
 Date

Baroody v. Denise Bayuszik, et al.
Circuit Court for Baltimore City
Case no.: 24 C 03 007484

Allegation: Inappropriate Dilation and Curettage for post partum bleeding that resulted in an uterine perforation and subsequent bowel injury, and there was a delay in recognition that caused more extensive surgery to be necessary.

Relation to patient: I was her primary physician, Dr. Adeshek was on call the following weekend after the procedure was done.

Date of Incident: 5/11/2001
Location of Incident: Greater Baltimore Medical Center
Date reported: 9/17/2003

Additional defendants: Dr. Steven Adeshek

Claim Status: Settled 10/15/05
Amount: 4 - National ...

Additional Information/Explanation.

This was a patient for whom I provided prenatal care, and was also able to attend her delivery. She had persistent bleeding for eight weeks postpartum at which time a sonogram showed some intrauterine polypoid tissue. A D&C was done, complicated by some cervical bleeding, which was locally managed, and resolved. The patient was discharged home. This happened to be a Friday afternoon, and Dr. Adeshek was the on-call physician for the weekend. The patient called with pain on the following day and was evaluated in the ER; she was seen a second time in the ER 24 hours later and seen by the ER physicians and by Dr. Adeshek also. On Monday, she was seen by me in the office, at which time she admitted to feeling better. That afternoon the pathology report revealed bowel tissue, so the patient was called back to the hospital. CT scan was consistent with a bowel perforation. The patient is an anesthesiologist at Univ. of Maryland Hospital, and she made arrangements to be transferred there to have her surgeon of choice. Because of the delay in diagnosis, a colostomy was necessary. This was reversed six months later.

**CONFIDENTIAL SETTLEMENT
AGREEMENT & GENERAL RELEASE**

DEFINITIONS

As used in this Release, the following terms have the meanings ascribed to them below:

1. "The Undersigned" includes Brigid Barody, and her heirs, assigns, agents, and anyone acting on her behalf.
2. "Released Parties" includes Denise Bayuszik, M.D., Steven Adashek, M.D., Charles Street OB/GYN Associates, P.A., and their agents, servants and employees, resident physicians, nurses, nurse supervisors, principals, heirs, executors, administrators, predecessors, successors, affiliates, corporate parents, subsidiaries, privies, attorneys, and insurers, and ANY AND ALL OTHER PERSONS, FIRMS, ASSOCIATIONS, PARTNERSHIPS AND CORPORATIONS, that are or might be claimed to be liable to the Undersigned as a result of the Occurrence, as defined below.

RECITALS

WHEREAS, Brigid Barody has filed a claim against Denise Bayuszik, M.D., Steven Adashek, M.D., and Charles Street OB/GYN Associates, P.A. for personal injuries, and other damages allegedly received by Brigid Barody as more fully appears in the case of Brigid Barody v. Denise Bayuszik, M.D., et al., filed in the Circuit Court for Baltimore City, Maryland, Case No.: 24-C-03-007484 (hereinafter, "the Occurrence"); and

WHEREAS, the Released Parties have denied all liability; and

WHEREAS, bona fide disputes and controversies exist between the Undersigned and the Released Parties as to liability for all claims arising from the Occurrence, and

WHEREAS, the Undersigned and the Released Parties desire to settle the disputes and dispose of all claims by and between them relating to any injury that may have occurred in connection with or arising out of the Occurrence.

NOW THEREFORE, in consideration of the cash sum of **TWO HUNDRED AND TWENTY FIVE THOUSAND DOLLARS** (\$225,000.00) paid to the Undersigned on behalf of the Released Parties, the Undersigned hereby agrees as follows:

1. **Release**: The Undersigned hereby releases, acquits, and forever discharges the Released Parties from all claims and demands of whatever nature, whether arising under tort or contract theories or any federal, state, or local law, actions and causes of actions, damages, punitive damages, costs, loss of service, attorneys' fees, cost of litigation, medical expenses, loss of income, physical or emotional pain and suffering, scarring, paralysis, loss of limb, humiliation, embarrassment, mental anguish, lack of informed consent, injury to reputation, claims for wrongful death, and money benefits or compensation of any kind on account of or in any way growing out of personal injuries, property damage, or other losses having already resulted or to result at any time in the future, whether or not they arise following the execution of this Release, as a result of and by reason of the Occurrence. The Undersigned acknowledges that there may be more serious damages or injuries as a result of the Occurrence than may now appear.

2. **Admission of Liability**: The Undersigned agrees and understands that in entering into this Release, the Released Parties make no admissions or concessions with respect to the merits of the claims of the Undersigned. The payment and acceptance of consideration for this Release is not to be construed as an admission of liability on the part of the Released Parties.

3. **Adequacy of Consideration:** This Release expresses a full and complete settlement of liability claimed and denied, is intended to avoid litigation, and is entered into for no other purpose. The Released Parties shall have no obligation to take any action or make any payment, regardless of the adequacy of consideration or compensation, other than as expressly stated herein.

4. **Entire Agreement:** The Undersigned agrees and understands that this settlement is entered into as a compromise in order to avoid litigation and further expense and to terminate any and all controversies and/or claims or damages or losses of any nature whatsoever that may currently exist between the Undersigned and the Released Parties in any way arising out of or in any way relating to the Occurrence. This Release constitutes the entire understanding of the parties. There are no promises or terms of agreement between the Undersigned and the Released Parties other than those contained herein.

5. **Warranty of Capacity to Execute this Agreement:** In consideration for the payments made by the Released Parties, the Undersigned expressly warrants and represents to the Released Parties that:

(i) the Undersigned, has not, except as to attorneys' fees, assigned, pledged, or otherwise sold or transferred any right, title, interest or claim that they may have by reason of the Occurrence or any matters arising out of or related thereto;

(ii) the Undersigned, before executing this Agreement, has fully informed herself of its terms, contents, conditions, and effects, and that in making this settlement, she has had the benefit and advice of doctors and lawyers of her own choosing.

(iii) the Released Parties have made no representation about the nature and extent of the Undersigned's claims or damages, nor any representation regarding the nature and

extent of legal liability or financial responsibility of the Released Parties, and that no representation of the Released Parties, their attorneys or agents has induced the Undersigned to make this settlement.

6. **Dismissal of Lawsuit.** As consideration for the sums paid under this Agreement, the Undersigned shall, within ten (10) days of the execution of this Agreement and General Release, cause the claims in the case of Baroody v. Bayuszik, et al., Case No. 24-C-03-007484 in the Circuit Court for Baltimore City, to be dismissed WITH PREJUDICE as against all defendants.

7. **Joint Tortfeasor Reduction and Covenant not to Sue:** Although the Undersigned believes and represents that she is not contemplating filing suit or making a future claim against any persons or entities other than the Released Parties for any damages or injuries in any way related to or arising out of the Occurrence, in the event that the Undersigned, pursues and recovers damages against anyone other than the Released Parties, any such damages recoverable are hereby reduced under the provisions of the Maryland Uniform Contribution Among Joint Tort-Feasors Act, codified in Md. Cts. & Jud. Proc. Code Ann. § 3-1401 *et seq.* (2002 Repl. Vol.), to the extent of the pro rata share(s) of the Released Parties. The Undersigned agrees that any Released Party is to be considered a joint tortfeasor with any other tortfeasor liable to the Undersigned for damages arising out of the Occurrence to the same extent as if the Released Parties were adjudicated to be joint tortfeasors by a final judgment of a court of record after trial on the merits. This provision is further intended to protect the Released Parties from any liability for contribution or indemnity to any person, firm, partnership, or corporation.

8. **Release as Evidence:** The Undersigned agree that if the Undersigned, files a claim or lawsuit against someone other than the Released Parties seeking recovery of damages or injuries as a result of, arising out of, or any way connected to the Occurrence, this Release may be filed,

under seal, with the Court as irrevocable evidence of the consent of the Undersigned, to have any verdict or judgment in her favor reduced by the statutory shares of the Released Parties.

9. **Warranty & Indemnification for Medical Payment Liens:** The Undersigned warrants and represents that there are no liens upon the settlement funds paid to her by or on behalf of the Released Parties. The Undersigned further warrants and represents that all medical expenses and bills incurred in connection with the Occurrence have been paid or will be paid from the settlement funds paid pursuant to this Release.

10. **Indemnity & Hold Harmless:** The Undersigned agrees to indemnify and hold harmless the Released Parties for any and all claims, demands, actions, cross-actions, causes of actions, suits or complaints of any kind that she may assert or that may be asserted on her behalf by any person, persons, firms, corporation, or other entity against the Released Parties, as a result of or in any way connected with any claim, demand, action, lien, or suit in any way arising out of or relating to the Occurrence, or any alleged injuries claimed by or allegedly sustained by them and/or by the Undersigned as described above. This indemnification includes the payment of all reasonable costs and attorneys' fees incurred by the Released Parties in defending against such future claims.

11. **Confidentiality:** The Undersigned and her counsel agree that neither they nor their agents or representatives or any person acting on behalf of the Undersigned shall reveal or in any way disseminate to any person, agency, Board or Commission, news media, organization, or other entity, the fact of settlement, or any of the terms of this settlement except as required by law, or as necessary to complete the terms of this Agreement. The Undersigned and their counsel understand that the Released Parties have required that they and their counsel, as a condition of the settlement, agree to the confidentiality expressed in this paragraph. As used in

this paragraph, the term "counsel" includes not only counsel of record, but also all other attorneys, agents, or employees associated with the law offices of counsel of record as well as any other attorney or person acting or formally retained by or on behalf of the Undersigned, whether or not counsel's appearance has formerly been made a matter of record.

12. **Severability**: If any provision within this Release shall be determined to void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such finding shall not otherwise affect the validity or enforceability of any other provision of this Release.

13. **Applicable Law**: This Agreement, having been made and delivered in the State of Maryland, shall be governed by and interpreted in accord with the law of the State of Maryland.

14. **Attorneys' Fees and Costs**: Each party shall bear all of the attorneys' fees and costs of its own counsel in connection with any claims described herein, this Release, and the documents referred to herein.

WITNESS this 15th day of October, 2005, the hands and seals of the

Undersigned.

THIS IS A RELEASE. READ BEFORE SIGNING.

Neal C Barody
Witness

Brigid Barody
Brigid Barody

As to Confidentiality:

Neal C Barody
Neal Barody, Esquire

Thomas O'Toole
Thomas O'Toole, Esquire

STATE OF MARYLAND)
) to wit:
~~CITY~~/COUNTY OF Baltimore)

On the 15th day of October, 2005, Brigid Baroody appeared before me, was known to me or provided evidence of identity, took an oath in due form of law and executed the foregoing Release, as indicated by my signature and seal below.

Neil C Baroody

Notary Public

My Commission Expires: 8/1/2007