BEFORE THE HEALTH CLAIMS ALTERNATIVE DISPUTE RESOLUTION OFFICE OF MARYLAND

RECEIVED
FEB 04 2009
HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE

DANIEL SEGAL, and MARYLYNN SEGAL,
Individually and as Husband and Wife
2 Glenhurst Court
North Potomac, MD 20878

Claimants,

v.

HCA No. 2009 054

ALAN B. KRAVITZ, M.D.
1119 Rockville Pike #105
Rockville, MD 20852

and

STEVEN BLAIR, P.A.
9901 Medical Center Drive
Rockville, MD 20850

and

SONJA SIENDOWSKI, R.N.
9901 Medical Center Drive
Rockville, MD 20850

and

ENRIQUE RODRIGUEZ, S.A.
9901 Medical Center Drive
Rockville, MD 20850

and

ELAINE MILLS, R.N.)
9901 Medical Center Drive)
Rockville, MD 20850)
)
and)
)
ANGELA YU, M.D.)
9901 Medical Center Drive)
Rockville, MD 20850)
)
and)
)
ELIZABETH BURTON, R.N.)
9901 Medical Center Drive)
Rockville, MD 20850)
)
and)
)
DENNIS WINTERS, M.D.)
9909 Medical Center Drive)
Rockville, MD 20850)
)
and)
)
DRS. KRAVITZ & FROST, P.A.)
1119 Rockville Pike #105)
Rockville, MD 20852)
SERVE: Alan Kravitz, M.D.)
1119 Rockville Pike #105)
Rockville, MD 20852)
)
and)
)
ADVENTIST HEALTHCARE, INC.)
1801 Research Blvd.)
Rockville, MD 20850)
SERVE: Kenneth Destefano, Esquire)

1801 Research Blvd.)
Rockville, MD 20850)
Registered Agent)
)
and)
)
SHADY GROVE ADVENTIST HOSPITAL)
FOUNDATION, INC.)
9901 Medical Center Drive)
Rockville, MD 20850)
SERVE: Deborah Yanier, Registered Agent)
9901 Medical Center Drive)
Rockville, MD 20850)
)
and)
)
SHADY GROVE ADVENTIST HOSPITAL,)
INC.,)
14915 Broschart Road)
Rockville, MD 20850)
SERVE: Bryan Breckenridge, Registered Agent)
14915 Broschart Road)
Rockville, MD 20850)
)
Health Care Providers.)

STATEMENT OF CLAIM
(Negligence - Medical Malpractice)

1. Jurisdiction is invoked pursuant to Ms. Cts. & Jud. Proc. §§3-2A-01 et. seq.

2. Claimants Daniel Segal and Marylynn Segal are adults residents of the State of Maryland.

3. At all times of which claimants complaint, the defendants, themselves, and through their agents, servants and employees, represented to them and to the general public that they possessed the degree of knowledge, ability and skill possessed by reasonably competent medical, surgical and nursing practitioners, practicing under the same or similar circumstances as those involving care to the claimants.

4. Upon information and belief and at all times mentioned herein, the medical treatment provided to Daniel Segal by defendants was provided by defendants themselves, or by their agents, employees, servants and representatives, on their behalf, or by others affiliated with and acting on behalf of these defendants.

5. At all times mentioned herein, the health care providers Drs. Kravitz & Frost, P.A., Adventist Healthcare, Inc., Shady Grove Adventist Hospital Foundation, Inc. and Shady Grove Adventist Hospital, Inc. were corporations, hospitals or other businesses, who through their agents and employees, acting within the scope of their employment, provided surgical, medical and nursing treatment to Daniel Segal.

6. A health care provider/patient relationship existed between all the health care providers, their agents, employees, representatives, independent

contractors, and/or servants named in this claim, and Daniel Segal at all times relevant herein. The health care providers owed Daniel Segal a duty to conform their care to the standards of reasonably prudent practitioners acting under same or similar circumstances.

7. The health care providers individually and through their agents, employees, representatives and/or independent contractors provided care to Daniel Segal at Shady Grove Hospital and its facilities in the Fall of 2006.

8. Mr. Segal presented to Shady Grove Hospital on February 6, 2006 for removal of his gall bladder by Dr. Kravitz. Defendants Alan B. Kravitz, M.D., Steven Blair, PA., Sonja Siendowski, R.N., Enrigue Rodriguez, S.A., Elaine Mills, R.N., Angela Yu, M.D., Elizabeth Burton R.N., Drs. Kravitz & Frost, P.A., Adventist Healthcare, Inc., Shady Grove Adventist Hospital Foundation, Inc. and Shady Grove Adventist Hospital, Inc., by themselves and/or through their agents and employees, participated in the surgery and post-operative care. After the procedure Mr. Segal had difficulty regaining consciousness. When he woke up, he was diagnosed with a traumatic injury to his head. That injury took place while he was a patient at Shady Grove Hospital. A CT Scan or MRI was done which showed a subdural hematoma. Daniel Segal was rushed to The Washington Hospital center for emergency treatment.

9. Treatment of the brain bleed was undertaken by defendant Winters, a neurosurgeon at either The Washington Hospital Center or Shady Grove Hospital. Winters saw Mr. Segal on several occasions after discharge from Shady Grove Hospital until he operated on Mr. Segal at Frederick Memorial Hospital. During these visits Mr. Segal's condition was deteriorating but Winters failed to act.

10. Upon information and belief the trauma to Mr. Segal's head took place either intra-operatively or post-operatively at Shady Grove Hospital. Mr. Segal does not know. Mr. Segal knows he had a bruise on his head when he woke up and that an MRI of the head was ordered which showed a bleed at the same spot as the bruise. No one at Shady Grove Hospital, or any of these defendants, explained to Mr. Segal what caused the bruise or the bleed.

11. As a result of the head trauma, Mr. Segal now lives in a permanently neurologically impaired state. He is disabled and unable to work.

12. The health care providers, by themselves and/or through their respective agents, employees, representatives, servants, independent contractors, departed from the standard of care with respect to Mr. Segal by:

a. negligently monitoring him before, during and after his surgery;

b. injuring him during surgery and failing to disclose same;

c. failing to perform appropriate testing, pre-operatively, intra-operatively, and post-operatively;

d. negligently performing the surgery;

e. failing to properly position during surgery and to maintain safeguards against falling and injury;

f. failing to perform appropriate examinations and evaluations;

g. failing to monitor Mr. Segal's vital signs, laboratory results and clinical condition intra-operatively and post-operatively;

h. failing to provide appropriate post-operative testing, treatment, medications and timely referrals;

I. failing to operate sooner; and

j. Were otherwise negligent.

13. As a direct and proximate result of the above described negligence, Daniel Segal, now 52 years old and with four children, is permanently neurologically impaired.

14. Mr. Segal is in no way contributorily negligent.

15. The above described negligence of the health care providers was the direct and proximate cause of Mr. Segal's damages. These damages include past and future medical bills, wage loss, current and future therapy and nursing bills,

and pain and suffering, both physical and emotional, and damage to his marital relationship with his wife, Marylynn Segal, who joins in this claim for loss of consortium, she having suffered and continuing to suffer loss of her husband's consortium, income and support.

16. As a direct and proximate result of the health care providers' negligence, Mr. Segal has suffered and will continue to suffer medical expenses, lost income, pain, suffering and mental anguish, and all other economic and non-economic damages permissible under law.

WHEREFORE, Daniel Segal and Marylynn Segal demand judgment against the health care providers, jointly and severally, in an amount in excess of the jurisdictional limit and for all other relief deemed just and proper.

Respectfully submitted,

By: Daniel Segal
DANIEL SEGAL

By: Marylynn Segal
MARYLYNN SEGAL

2 Glenhurst Court
North Potomac, MD 20878
(301) 948-7272