



Kim Cottman and Samuel Cottman

Claimants

vs.

The Union Hospital of Cecil County, Inc.

Health Care Provider

* BEFORE THE
* HEALTH CLAIMS
* ALTERNATIVE DISPUTE
* RESOLUTION OFFICE
* OF MARYLAND
*
*
*
* HCA NO.
*
*

2009-016

STATEMENT OF CLAIM

The Claimants, Kim Cottman and Samuel Cottman, through their attorneys,
, file this claim against the Health Care
Provider, The Union Hospital of Cecil County, Inc. ("the Health Care Provider"), and state as
follows:

THE PARTIES, JURISDICTION, AND VENUE

- 1. At all times relevant to this case, the Claimants have been residents of Cecil County, Maryland.
2. Claimants are the surviving parents of Kyle Cottman. Accordingly, pursuant to § 3-904 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, they bring this Wrongful Death Action for all damages to which they are entitled.
3. At all times relevant to this case, the Health Care Provider has been a business entity engaged in the practice of medicine in Cecil County, Maryland, acting through actual and/or apparent agents, servants and/or employees including, but not limited to the nursing staff whose names are illegible in the medical records.

4. This claim is instituted for the recovery of damages in excess of \$30,000.00.
5. Venue is proper in Cecil County, Maryland.

FACTS

6. Kim Cottman had been treated by the Health Care Provider in connection with her pregnancy. In the late evening of October 28, 2006, and into the early morning hours of October 29, 2006, a non-stress was performed at Union Hospital. Ms. Cottman had a chief complaint of contractions, according to the medical records. She was 39 2/7 weeks pregnant as documented in the records.

7. The non-stress was evaluated by a nurse whose name is illegible in the medical record. According to the records, the nurse interpreted the non-stress and the other aspects of the evaluation to be normal and reported as such to the doctor, who was not present during this time. Ms. Cottman was discharged home in the early morning hours of October 29, 2006.

8. On October 31, 2006, Kim Cottman presented to Union Hospital indicating, among other things, lack of fetal movement. Testing revealed that her baby, Kyle Cottman, had died in utero.

COUNT I (Medical Malpractice/Wrongful Death)

9. Claimants, as surviving parents of Kyle Cottman, sue the Health Care Provider and for their cause of action state:

10. All the allegations contained in the above paragraphs are incorporated here as if those allegations are set forth in this Count.

11. The Health Care Provider, individually and through its actual and/or apparent agents, servants, and/or employees, owed Claimants a duty to exercise reasonable care in their care and treatment of her and her baby.

12. The Health Care Provider, individually and through its actual and/or apparent agents, servants, and/or employees, breached the above-mentioned duty of care, deviating from the applicable standards of care, and was otherwise negligent, careless and reckless in that it, among other things:

- a. failed to properly evaluate, and erroneously evaluated the condition of Kim Cottman and her fetus during the evaluation on October 28-29, 2006;
- b. failed to properly treat Kim Cottman and her fetus during the evaluation on October 28-29, 2006;
- c. failed to recognize and respond to worrisome and worsening maternal and fetal conditions;
- d. failed to recognize and respond to the worrisome signs and symptoms including those on the non-stress test fetal monitor tracings;
- e. failing to deliver Kyle Cottman rather than discharge the mother on October 29, 2006; and
- f. was otherwise negligent.

13. As a direct and proximate result of the above-described deviations from the applicable standards of care and breaches of duty by the Health Care Provider, Kyle Cottman died.

14. Claimants were caused to sustain, among other things, mental anguish, emotional pain and suffering, loss of society, companionship, comfort and/or attention, among other things.

15. The injuries, damages and death herein complained of were directly and proximately caused by the negligence of the Health Care Provider, with no negligence on the part of the Claimants.

WHEREFORE, Claimants request that a judgment be entered against the Health Care Provider for compensatory damages in excess of Thirty Thousand Dollars (\$30,000.00)

COUNT II
(Informed Consent)

Claimants sue the Health Care Provider and for their cause of action state:

16. Claimants incorporate all the allegations contained in the above paragraphs as if those allegations are set forth in this Count.

17. The Health Care Provider, individually and through its actual and/or apparent agents, servants, and/or employees, owed to Claimants the duty of appropriate notification of the various alternatives and risks involved in various modalities of treatment.

18. Such alternatives and risks would have been disclosed by a reasonably competent health care provider. The Health Care Provider was negligent in failing to appropriately and adequately obtain an informed consent from Claimants and was otherwise negligent.

19. Claimants further allege that as a direct and proximate result of the negligence of the Health Care Provider, Claimants experienced severe physical pain, mental anguish, emotional stress, pain and suffering, loss of society, companionship, comfort and/or attention, among other injuries.

20. Claimants further allege that all these injuries and damages were caused by the negligent acts and omissions of the Health Care Provider without any negligence or want of due care on the part of Claimants.

WHEREFORE, Claimants requests that a judgment be entered against the Health Care Provider for compensatory damages in excess of Thirty Thousand Dollars (\$30,000.00).