

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MARGARITA MARTINEZ
878 Marengo Street
Annapolis, MD 21401

Claimant,

v.

ARTHUR VAUGHT, M.D.
600 North Wolfe Street
Suite 2150
Baltimore, MD 21287

and

ARTHUR VAUGHT, M.D.
JHU Department of GYN/OB
600 North Wolfe Street
Suite 2150
Baltimore, MD 21287

and

THE JOHNS HOPKINS HOSPITAL
600 North Wolfe Street
Baltimore, MD 21287

SERVE: G. Daniel Shealer, Jr.
The Johns Hopkins Hospital
733 North Broadway
Suite 102
Baltimore, MD 21205

Health Care Providers

RECEIVED
CIVIL DIVISION
MAY 11 2018
Case# 2476-18
BY File Rec

Civil Action No. RIF-New Case

2476-18-003123

FILED
RECEIVED
CIVIL DIVISION
MAY 15 2018

COMPLAINT AND JRU DEMAND

COMES NOW the Claimant, Margarita A. Martinez , by and through undersigned counsel, Nelson I. Burgos, Esquire and Burgos & Burgos, and hereby file this Statement of Claim against Health Care Providers, Arthur Vaught, M.D. individually and in his capacity as an employee/agent of the Johns Hopkins University Department of Gynecology/Obstetrics (hereafter “JHU Department of GYN/OB”) and as an employee/agent of The Johns Hopkins Hospital, and The Johns Hopkins Hospital, and for her causes of action states as follows:

PARTIES

1. At all times relevant hereto, Claimant Margarita A. Martinez (hereinafter “Mrs. Martinez”) was an adult resident of Anne Arundel County, Maryland. The injury and negligent acts occurred in Baltimore City. The damages claimed are in excess of excess of the limit of the concurrent jurisdiction of the District Court of Maryland.

2. Upon information and belief and at all times relevant hereto, Arthur Vaught, M.D. (hereinafter “Dr. Vaught”) was a health care provider, licensed in and under the laws of Maryland, engaging in the practice of providing medical services to the general public.

3. Upon information and belief and at all times relevant hereto, Dr. Vaught was affiliated with, and an employee/agent of, The Johns Hopkins Hospital and JHU Department of GYN/OB, engaging in the practice of providing medical services to the general public

4. Upon information and belief and at all times relevant hereto, The Johns Hopkins Hospital (trading as “The Johns Hopkins Hospital, Inc.”) is a Maryland corporation, licensed in and under the laws of Maryland, engaging in the practice of providing medical related services to the general public.

5. Upon information and belief and at all times relevant hereto, Dr. Vaught was an employee, agent, servant, and/or ostensible employee, agent or servant of The Johns Hopkins Hospital and JHU Department of GYN/OB, and was acting within the scope of his employment.

JURISDICTION AND VENUE

6. Jurisdiction is proper pursuant to Md. Ann. Code, Cts. & Jud. Proc. §§ 6-102 and 6-103. Venue is proper pursuant to Md. Ann. Code, Cts. & Jud. Proc. § 6-201.

7. Pursuant to Md. Ann. Code, Cts. & Jud. Proc. §§ 3-2A-01, et seq., Plaintiff filed a claim with the Maryland Health Care Alternative Dispute Resolution Office and arbitration was waived by the Plaintiff. A copy of the Order of Transfer is attached hereto as Exhibit 1.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

8. On or about September 15, 2014, Mrs. Martinez presented and was admitted to Johns Hopkins Hospital in Baltimore City, Maryland, in labor.

9. That Mrs. Martinez came under the care of Dr. Arthur Vaught, who after labor had advanced to a certain point without success and a failed attempt with forceps, performed a cesarean section upon Mrs. Martinez to delivery her baby.

10. During the cesarean section an assistant was required to push the baby's head up from the vagina. This led the baby being delivered from a breech position through the low transverse uterine incision.

11. The manner of delivery resulted in an extension of the hysterotomy incision inferiorly which Dr. Vaught describes this lateral extension was closed with 0 Vicryl in a running fashion. A separate extension of the incision was performed extending inferiorly and medially on the left side was closed with a separate suture and several figure eight sutures were required for hemostasis.

12. After the completion of the delivery and cesarean section Mrs. Martinez remained in-patient at Johns Hopkins Hospital. Over the next several days Mrs. Martinez developed and experienced significant bi-lateral back pain, could not walk as she was instructed to do by hospital staff, and she had difficulty urinating. She suffered a 3000 cc blood loss for which she received 3 units of whole blood and was noted to have an increased creatinine level in her routine lab results.

13. On postoperative day #4 a renal ultrasound was performed on Mrs. Martinez which was positive for a left-sided hydronephrosis. An MRI and Urogram. A Urology specialist had a CT Scan performed and this demonstrated a high-grade obstruction of the left ureter and left lower uterine segment.

14. This resulted in a left nephrostomy tube placed and a nephroureteral stent placed into the bladder. Subsequently, on September 21, 2014, she was again taken to surgery to place a ureteral internal stent.

15. Mrs. Martinez was discharged from Johns Hopkins Hospital on September 23, 2014. On October 9, 2014 she was admitted to the Urology clinic at Johns Hopkins Hospital where she underwent a cystourethroscopy, left pyelogram, and removal of the left nephroureteral stent. During the course of this procedure it was noted that there was a stitch across the lumen of the ureter (which was lastered free) and the suggestion of another foreign body in the distal ureter in the submucosal tissue. A new internal stent was placed in the ureter. Mrs. Martinez was discharged the same day as this procedure.

16. Starting the next day Mrs. Martinez started experiencing a fever, which developed into a high fever, severe lower flank pain, chills, rigors, and lightheadedness/dizziness.

17. Consequently, Mrs. Martinez returned to Johns Hopkins Hospital where she remained hospitalized from October 11, 2014 until October 17, 2014. She was diagnosed with an infection in the urine and the blood – “Urosepsis”. The Urology specialist stated that “Mrs. Martinez has pyelonephritis/sepsis after ureteroscopy to remove intra-ureteral stich placed during c-section”. While hospitalized Mrs. Martinez underwent significant treatment to fight her infection, numerous medications, and a PICC line.

18. On November 13, 2014 Mrs. Martinez had her ureteral stent removed and continued to follow-up through the Urology group through Johns Hopkins Hospital into 2015 or longer, wherein she continued to experience complications and physical sequelae, including another hospitalization (December 6 – 7, 2014).

19. That the obstruction to Mrs. Martinez’s left ureter was solely and proximately caused by the negligence of Dr. Arthur Vaught when he stitched Mrs. Martinez’s left ureter during the cesarean section procedure he performed on September 15, 2014.

20. That all subsequent treatment that Mrs. Martinez required to treat the obstruction to her left ureter, and all complications related thereto were caused by, and were directly and proximately related to, the negligence of Dr. Arthur Vaught when he stitched Mrs. Martinez’s left ureter during the cesarean section procedure he performed on September 15, 2014.

COUNT I
(MEDICAL NEGLIGENCE – ARTHUR VAUGHT, M.D.)

21. All allegations contained in paragraphs 1 – 20 above are incorporated by reference herein.

22. It is further alleged that Dr. Vaught had a duty to use that degree of care and skill in his treatment of his patient, Mrs. Martinez, which a reasonably competent physician, engaged in a similar practice and acting in similar circumstances, would use.

23. Dr. Vaught breached that duty by failing to render appropriate medical care to Mrs. Martinez, including, but not limited to, failing to take precautions to avoid injury to his patient, by failing to recognize and identify the location of Mrs. Martinez's ureter on the left side prior to placing several sutures in close proximity to the known location, or the location he should have known of the left ureter, by placing a suture and thus obstructing the left ureter, failing to discover and diagnose the obstructed ureter during the procedure he was performing, and any other breaches that may be identified in discovery.

24. As a direct and proximate result of Dr. Vaught's negligence, Mrs. Martinez suffered severe complications and internal injuries which required multiple surgeries and extensive medical treatment, extreme pain, suffering, loss of quality of life, permanent injury and pecuniary loss.

WHEREFORE, Claimant Margarita Martinez, prays for judgment against Health Care Provider Arthur Vaught, M.D., individually and in his capacity as an employee, agent, servant, and/or ostensible employee, agent or servant of JHU Department of GYN/OB and Johns Hopkins Hospital, jointly and severally, for damages in excess of the limit of the concurrent jurisdiction of the District Court, plus all costs and post-judgment interest at the legal rate of ten percent (10%) per annum from the date of the judgment.

COUNT II
(VICARIOUS LIABILITY – ARTHUR VAUGHT, M.D. /
JHU DEPARTMENT OF GYN/OB)

25. All allegations contained in paragraphs 1 – 22 above are incorporated by reference herein.

26. It is further alleged that at all times relevant hereto, that the agents, employees, servants and/or ostensible agents of JHU Department of GYN/OB, including Arthur Vaught, M.D., were all acting within the scope of their employment while they advised, treated and provided medical care to Mrs. Martinez.

27. At all times relevant hereto, that the agents, employees, servants and/or ostensible agents of JHU Department of GYN/OB, including Arthur Vaught, M.D., had a duty to provide that degree of care and skill exercised by reasonable and prudent Health Care Providers in the same or similar circumstances.

28. That that the agents, employees, servants and/or ostensible agents of JHU Department of GYN/OB, including Arthur Vaught, M.D., breached those duties by failing to render appropriate medical care to Mrs. Martinez, including, but not limited to, failing to take precautions to avoid injury to his patient, by failing to recognize and identify the location of Mrs. Martinez's ureter on the left side prior to placing several sutures in close proximity to the known location, or the location he should have known of the left ureter, by placing a suture and thus obstructing the left ureter, by failing to discover and diagnose the obstructed ureter during the procedure he was performing, and any other breaches that may be identified in discovery.

29. As the master, employer and/or principal responsible for the acts of its agents, employees, servant and/or ostensible agents, including JHU Department of GYN/OB and Arthur

Vaught, M.D., is vicariously liable for the negligence of the individuals who provided health care to Mrs. Martinez.

30. As a direct and proximate result of agents, employees, servant and/or ostensible agents, including JHU Department of GYN/OB and Arthur Vaught, M.D.'s negligence, Mrs. Martinez suffered severe complications and internal injuries which required multiple surgeries and extensive medical treatment, extreme pain, suffering, loss of quality of life, permanent injury and pecuniary loss.

WHEREFORE, Claimant Margarita Martinez, prays for judgment against Health Care Provider Arthur Vaught, M.D., individually and in his capacity as an employee, agent, servant, and/or ostensible employee, agent or servant of JHU Department of GYN/OB and Johns Hopkins Hospital, jointly and severally, for damages in excess of the limit of the concurrent jurisdiction of the District Court, plus all costs and post-judgment interest at the legal rate of ten percent (10%) per annum from the date of the judgment.

COUNT III
(MEDICAL NEGLIGENCE – JOHNS HOPKINS HOSPITAL)

31. All allegations contained in paragraphs 1 – 28 above are incorporated by reference herein.

32. At all times relevant hereto, Johns Hopkins Hospital, was acting through its agents, employees, servants and/or ostensible agents, including Arthur Vaught, M.D. and JHU Department of GYN/OB, whom were acting within the scope of their agency or employment, while they advised, treated and provided medical care to Mrs. Martinez.

33. At all times relevant hereto, Johns Hopkins Hospital, acting through its agents, employees, servants and/or ostensible agents had a duty to provide that degree of care and skill exercised by reasonable and prudent health care providers in the same or similar circumstances.

34. At all times relevant hereto, Johns Hopkins Hospital, acting through its agents, employees, servants and/or ostensible agents breached those duties by failing to render appropriate medical care to Mrs. Martinez, including, but not limited to, failing to take precautions to avoid injury to his patient, by failing to recognize and identify the location of Mrs. Martinez's ureter on the left side prior to placing several sutures in close proximity to the known location, or the location he should have known of the left ureter, by placing a suture and thus obstructing the left ureter, by failing to discover and diagnose the obstructed ureter during the procedure he was performing, and any other breaches that may be identified in discovery.

35. As a direct and proximate result of Johns Hopkins Hospital, acting through its agents, employees, servants and/or ostensible agents' negligence, Mrs. Martinez suffered severe complications and internal injuries which required multiple surgeries and extensive medical treatment, extreme pain, suffering, loss of quality of life, permanent injury and pecuniary loss.

WHEREFORE, Claimant Margarita Martinez, prays for judgment against Health Care Provider Johns Hopkins Hospital, Arthur Vaught, M.D., individually and in his capacity as an employee, agent, servant, and/or ostensible employee, agent or servant of JHU Department of GYN/OB and Johns Hopkins Hospital, jointly and severally, for damages in excess of the limit of the concurrent jurisdiction of the District Court, plus all costs and post-judgment interest at the legal rate of ten percent (10%) per annum from the date of the judgment.

COUNT IV
(VICARIOUS LIABILITY – JOHNS HOPKINS HOSPITAL)

36. All allegations contained in paragraphs 1 – 33 above are incorporated by reference herein.

37. It is further alleged that at all times relevant hereto, that Johns Hopkins Hospital's agents, employees, servants and/or ostensible agents, including Arthur Vaught, M.D. and JHU Department of GYN/OB, were all acting within the scope of their employment while they advised, treated and provided medical care to Mrs. Martinez.

38. At all times relevant hereto, Johns Hopkins Hospital's agents, employees, servants and/or ostensible agents had a duty to provide that degree of care and skill exercised by reasonable and prudent Health Care Providers in the same or similar circumstances.

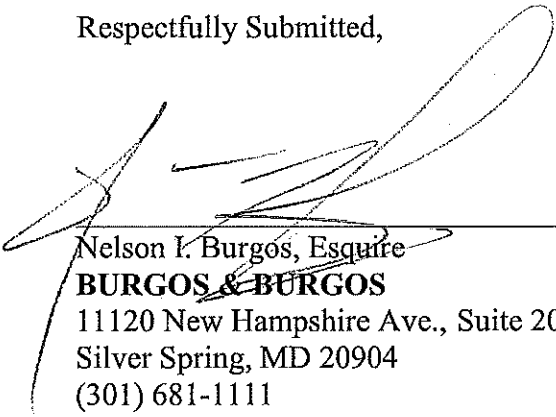
39. That Johns Hopkins Hospital, through its agents, employees, servants and/or ostensible agents breached those duties by failing to render appropriate medical care to Mrs. Martinez, including, but not limited to, failing to take precautions to avoid injury to his patient, by failing to recognize and identify the location of Mrs. Martinez's ureter on the left side prior to placing several sutures in close proximity to the known location, or the location he should have known of the left ureter, by placing a suture and thus obstructing the left ureter, by failing to discover and diagnose the obstructed ureter during the procedure he was performing, and any other breaches that may be identified in discovery.

40. That Johns Hopkins Hospital, as the master, employer and/or principal responsible for the acts of its agents, employees, servant and/or ostensible agents, is vicariously liable for the negligence of the individuals who provided health care to Mrs. Martinez.

41. As a direct and proximate result of the negligence of the agents, employees, servant and/or ostensible agents of Johns Hopkins Hospital, Mrs. Martinez suffered severe complications and internal injuries which required multiple surgeries and extensive medical treatment, extreme pain, suffering, loss of quality of life, permanent injury and pecuniary loss.

WHEREFORE, Claimant Margarita Martinez, prays for judgment against Health Care Provider Johns Hopkins Hospital and Arthur Vaught, M.D., individually and in his capacity as an employee, agent, servant, and/or ostensible employee, agent or servant of JHU Department of GYN/OB and Johns Hopkins Hospital, jointly and severally, for damages in excess of the limit of the concurrent jurisdiction of the District Court, plus all costs and post-judgment interest at the legal rate of ten percent (10%) per annum from the date of the judgment.

Respectfully Submitted,



Nelson I. Burgos, Esquire

BURGOS & BURGOS

11120 New Hampshire Ave., Suite 204

Silver Spring, MD 20904

(301) 681-1111

nelson@burgoslaw.net

Attorneys for the Claimant

JURY DEMAND

Plaintiff demands trial by jury on all issues raised herein.



Nelson I. Burgos, Esquire

MARGARITA MARTINEZ

Claimant

v.

ARTHUR VAUGHT, M.D., et al.

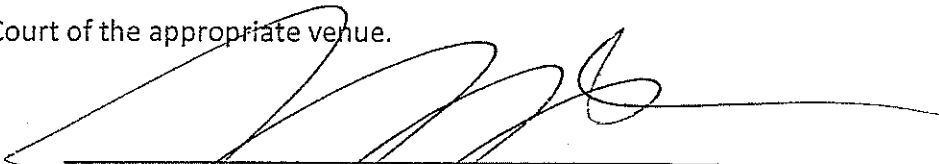
Defendants

* BEFORE THE
*
* HEALTH CARE
*
* ALTERNATIVE DISPUTE
*
* RESOLUTION OFFICE
*
* HCA No.: 2017-412
*

ORDER OF TRANSFER

The Claimant, by and through counsel, having elected a Waiver of Arbitration under the provisions of Annotated Code of Maryland, Courts and Judicial Proceedings, Article, § 3-2A-06A, it is this 22nd day of April, 2018, by the Health Care Alternative Dispute Resolution Office,


ORDERED, that this case shall be and is hereby, transferred to the United States District Court, or to the Circuit Court of the appropriate venue.



HARRY L. CHASE, DIRECTOR
Health Care Alternative Dispute Resolution Office

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the above ORDER OF TRANSFER have been mailed, postage prepaid, to all counsel.



HARRY L. CHASE, DIRECTOR

STATE OF MARYLAND
EXECUTIVE DEPARTMENT

LARRY HOGAN
GOVERNOR



HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE

HARRY L. CHASE, DIRECTOR

WILLIAM DONALD SCHAEFER TOWER
6 ST. PAUL STREET, SUITE 1501
BALTIMORE, MARYLAND 21202-1608
410-767-8200
410-333-6247 FAX
TTY USERS CALL VIA MD RELAY
OUTSIDE BALTIMORE 1-800-492-1951

March 20, 2018

Nelson I. Burgos, Esquire
Burgos & Burgos
11120 New Hampshire Ave., Suite 204
Silver Spring, Maryland 20904

RE: Margarita A. Martinez v. Arthur Vaught, M.D., et al.
HCA No. 2017-412

Dear Counsel:

Attached hereto is an Order of Transfer as requested by one of the parties involved in this matter.

When filing your case with the Circuit Court or United States District Court, please bear in mind that Courts and Judicial Proceedings Article, 3-2A-06B, Annotated Code of Maryland, provides for referral of your case to the Health Care Alternative Dispute Resolution Office for review by a Neutral Case Evaluator within six months of filing your case.

The Health Care Alternative Dispute Resolution Office has secured a list of veteran medical malpractice attorneys to serve as Neutral Case Evaluators. Most of the attorneys serving for this office have attended a Neutral Case Evaluator Seminar to better prepare them for this position.

We believe that the review of a matter by a Neutral Case Evaluator may help the parties to reach a settlement, therefore, lessening the over-burdened circuit court docket. If a settlement agreement is not reached during this process, counsel will be provided with a greater sense of the merits of their case, and should find that this process is helpful in preparing for trial.



EXHIBIT 1

STATE OF MARYLAND
EXECUTIVE DEPARTMENT

LARRY HOGAN
GOVERNOR



HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE

HARRY L. CHASE, DIRECTOR

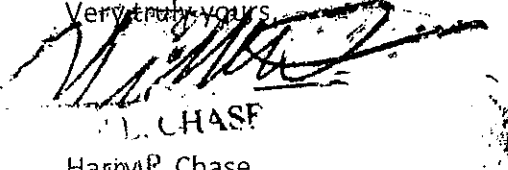
WILLIAM DONALD SCHAEFER TOWER
6 ST. PAUL STREET, SUITE 1501
BALTIMORE, MARYLAND 21202-1608
410-767-8200
410-333-6247 FAX
TTY USERS CALL VIA MD RELAY
OUTSIDE BALTIMORE 1-800-492-1951

Page Two

During the neutral case evaluation period, the Circuit Court or United States District Court shall continue to have jurisdiction over the case, ruling on all motions and matters of discovery. The Neutral Case Evaluator will notify the appropriate court and the Health Care Alternative Dispute Resolution Office of the outcome of the evaluation. The Neutral Case Evaluator will not provide any information regarding the matter other than whether a settlement was reached or not. None of the information provided to the Neutral Case Evaluator will be disclosed to either the Court or the Health Care Alternative Dispute Resolution Office.

Please notify this office if both parties mutually agree to a neutral case evaluation and we will expedite your request.

Very truly yours,



H. CHASE

Harry E. Chase
Director

Enclosures

cc: Lucas W.B. Chrencik, Esquire



EXHIBIT 1



CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: [X] PLAINTIFF [] DEFENDANT CASE NUMBER (Clerk to insert)
CASE NAME: Margarita Martinez vs. Arthur Vaught, M.D., et. al.
PARTY'S NAME: Margarita Martinez PHONE: 301-681-1111
PARTY'S ADDRESS: 878 Marengo Street, Annapolis, MD 21401
PARTY'S E-MAIL:
If represented by an attorney:
PARTY'S ATTORNEY'S NAME: Nelson I. Burgos, Esquire PHONE: 301-681-1111
PARTY'S ATTORNEY'S ADDRESS: 1120 New Hampshire Ave., Suite 204, Silver Spring, MD 20904
PARTY'S ATTORNEY'S E-MAIL: nelson@burgoslaw.net
JURY DEMAND? [X] Yes [] No
RELATED CASE PENDING? [] Yes [X] No If yes, Case #(s), if known:
ANTICIPATED LENGTH OF TRIAL?: _____ hours 3 days

PLEADING TYPE

New Case: [X] Original [] Administrative Appeal [] Appeal
Existing Case: [] Post-Judgment [] Amendment
If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

- TORTS
[] Asbestos
[] Assault and Battery
[] Business and Commercial
[] Conspiracy
[] Conversion
[] Defamation
[] False Arrest/Imprisonment
[] Fraud
[] Lead Paint - DOB of Youngest Plt:
[] Loss of Consortium
[] Malicious Prosecution
[] Malpractice-Medical
[] Malpractice-Professional
[] Misrepresentation
[] Motor Tort
[] Negligence
[] Nuisance
[] Premises Liability
[] Product Liability
[] Specific Performance
[] Toxic Tort
[] Trespass
[] Wrongful Death
CONTRACT
[] Asbestos
[] Breach
[] Business and Commercial
[] Confessed Judgment
(Cont'd)
[] Construction
[] Debt
[] Fraud
PROPERTY
[] Adverse Possession
[] Breach of Lease
[] Detinue
[] Distress/Distrain
[] Ejectment
[] Forcible Entry/Detainer
[] Foreclosure
[] Commercial
[] Residential
[] Currency or Vehicle
[] Deed of Trust
[] Land Installments
[] Lien
[] Mortgage
[] Right of Redemption
[] Statement Condo
[] Forfeiture of Property / Personal Item
[] Fraudulent Conveyance
[] Landlord-Tenant
[] Lis Pendens
[] Mechanic's Lien
[] Ownership
[] Partition/Sale in Lieu
[] Quiet Title
[] Rent Escrow
[] Return of Seized Property
[] Right of Redemption
[] Tenant Holding Over
PUBLIC LAW
[] Attorney Grievance
[] Bond Forfeiture Remission
[] Civil Rights
[] County/Mncpl Code/Ord
[] Election Law
[] Eminent Domain/Condemn.
[] Environment
[] Error Coram Nobis
[] Habeas Corpus
[] Mandamus
[] Prisoner Rights
[] Public Info. Act Records
[] Quarantine/Isolation
[] Writ of Certiorari
EMPLOYMENT
[] ADA
[] Conspiracy
[] BEO/HR
[] FLSA
[] FMLA
[] Workers' Compensation
[] Wrongful Termination
INDEPENDENT PROCEEDINGS
[] Assumption of Jurisdiction
[] Authorized Sale
[] Attorney Appointment
[] Body Attachment Issuance
[] Commission Issuance
Constructive Trust
[] Contempt
[] Deposition Notice
[] Dist Ct Mtn Appeal
[] Financial
[] Grand Jury/Petit Jury
[] Miscellaneous
[] Perpetuate Testimony/Evidence
[] Prod. of Documents Req.
[] Receivership
[] Sentence Transfer
[] Set Aside Deed
[] Special Adm. - Atty
[] Subpoena Issue/Quash
[] Trust Established
[] Trustee Substitution/Removal
[] Witness Appearance-Compel
PEACE ORDER
[] Peace Order
EQUITY
[] Declaratory Judgment
[] Equitable Relief
[] Injunctive Relief
[] Mandamus
OTHER
[] Accounting
[] Friendly Suit
[] Grantor in Possession
[] Maryland Insurance Administration
[] Miscellaneous
[] Specific Transaction
[] Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input checked="" type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input checked="" type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input checked="" type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- Under \$10,000 \$10,000 - \$30,000 \$30,000 - \$100,000 Over \$100,000

- Medical Bills \$ 105,000 Wage Loss \$ TBD Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

- | | | | |
|----------------|---|--------------------------|---|
| A. Mediation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | D. Neutral Evaluation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

SPECIAL REQUIREMENTS

- If a Spoken Language Interpreter is needed, check here and attach form **CC-DC-041**
- If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form **CC-DC-049**

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

(Case will be tracked accordingly)

- | | |
|---|--|
| <input type="checkbox"/> 1/2 day of trial or less | <input checked="" type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.

- Expedited - Trial within 7 months of Defendant's response Standard - Trial within 18 months of Defendant's response

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

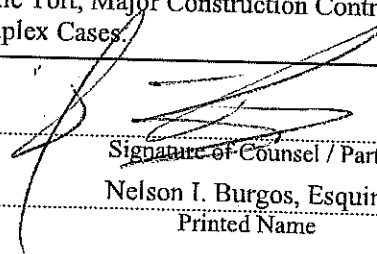
CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Civil-Short Trial 210 days from first answer.
- Civil-Standard Trial 360 days from first answer.
- Custom Scheduling order entered by individual judge.
- Asbestos Special scheduling order.
- Lead Paint Fill in: Birth Date of youngest plaintiff
- Tax Sale Foreclosures Special scheduling order.
- Mortgage Foreclosures No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

- Expedited (Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard (Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard (Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex (Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

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Date
11120 New Hampshire Avenue, #204
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Address
Silver Spring MD 20904
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City State Zip Code


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Signature of Counsel / Party
Nelson I. Burgos, Esquire
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Printed Name