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IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY
Clerk of the District Court

NELSIE DISTEFANO
18413 Misty Field Lane
Hagerstown, Maryland 21740

2018 JUL 23 AM 8:16

PR GEO CO MD #28

Plaintiff,

v.

Case No.:

MID-ATLANTIC PERMANENTE
MEDICAL GROUP, P.C. d/b/a
KAISER PERMANENTE
GAITHERSBURG MEDICAL CENTER
2101 East Jefferson Street
Rockville, MD 20852

CA218-23093

Serve Resident Agent:
The Prentice-Hall
Corporation System, MA
7 St. Paul Street
Suite 820
Baltimore, MD 21202

And

KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES, INC.
2101 E. Jefferson Street
Rockville, MD 20852

Serve Resident Agent:
The Prentice-Hall Corporation
System, MA
7 St. Paul Street
Suite 820
Baltimore, MD 21202

And

BRYAN S. WILLIAMS, M.D.
6188 Oxon Hill Road, Suite 100
Oxon Hill, MD 20745

Defendants.

MILLER & ZOIS

ATTORNEYS AT LAW
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24TH FLOOR
BALTIMORE, MD 21202

410-553-6000

Case: DA 18-23093
NEW CASE
APP EFF PLATN 10.00
DU 13 EFF EFF- 88.00
MID LEGAL SERV 75.00
RTF - NEW CAS 38.00
TOTAL 175.00
Recd: PD15 Recd: 6/22/18
RTM RTM RTM: 6/22/18
JUL 23, 2018 01:57 PM

COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff, Nelsie DiStefano, by and through her attorneys, Laura G. Zois, Elizabeth J. Frey, Justin P. Zuber, Rodney M. Gaston, and Miller & Zois, LLC, sues the Defendants Mid-Atlantic Permanente Medical Group, P.C. d/b/a Kaiser Permanente Gaithersburg Medical Center; Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.; and Bryan S. Williams, M.D. and says:

PROCEDURAL HISTORY

1. This matter was filed with the Health Care Alternative Dispute Resolution Office of Maryland on or about August 7, 2017. A copy of the Statement of Claim is attached hereto as Exhibit "1" and prayed to be taken as part hereof.

2. The Plaintiff filed two Certificates of Merit and Reports with the Health Care Alternative Dispute Resolution Office of Maryland on or about May 31, 2018. Copies of the Certificates of Merit and Reports are attached hereto as Exhibit "2" and prayed to be taken as part hereof.

3. The Defendants Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., and Mid-Atlantic Permanente Medical Group, PC, filed an Election to Waive Arbitration with the Health Care Alternative Dispute Resolution Office of Maryland on or about June 4, 2018. A copy of the Election to Waive Arbitration is attached hereto as Exhibit "3" and prayed to be taken as part hereof.

4. An Order of Transfer was issued by the Health Care Alternative Dispute Resolution Office of Maryland on or about June 8, 2018. A copy of the Order of Transfer is attached hereto as Exhibit "4" and prayed to be taken as part hereof.

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5. These claims were properly filed in the Health Care Alternative Dispute Resolution Office as they exceed Thirty Thousand Dollars (\$30,000.00) in damages.

6. The Plaintiff relates back to, repeats, re-alleges, adopts and incorporates by reference the initial Statement of Claim filed with the Health Care Alternative Dispute Resolution Office on or about August 7, 2017 as though fully set forth herein.

PARTIES

7. The Plaintiff, Nelsie DiStefano (hereinafter "Ms. DiStefano"), is an adult citizen of Hagerstown, Maryland.

8. At all relevant times, the Defendant, Bryan S. Williams, M.D. (hereinafter "Dr. Williams"), was and is an adult citizen of the State of Maryland, who at all times complained of herein, was licensed to practice medicine in the State of Maryland, with offices in Largo, Prince George's County, Maryland.

9. Defendant, Kaiser Foundation Health Plan of the Mid-Atlantic States, LLC, is a corporation organized and existing under the laws of the State of Maryland, with its principal place of business at 2101 E. Jefferson Street, Rockville, Maryland 20852.

10. At all relevant times, the Defendant, Kaiser Foundation Health Plan of the Mid-Atlantic States, LLC, operated a large HMO/medical and surgical practice that included all medical services, including pain management, and was the employer and/or the actual and/or apparent principal of Defendant Dr. Williams.

11. Defendant, Mid-Atlantic Permanente Medical Group, P.C., is a professional corporation organized and existing under the laws of the State of Maryland, with its principal place of business at 2101 E. Jefferson Street, Rockville, Maryland, 20852.

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12. At all relevant times, Mid-Atlantic Permanente Medical Group, P.C., was the employer and/or actual and/or apparent principal of Defendant Dr. Williams.

13. For the remainder of this Complaint, Defendants Kaiser Foundation Health Plan of the Mid-Atlantic States, LLC and Mid-Atlantic Permanente Medical Group, P.C. will be collectively referred to as "Kaiser Permanente."

AMOUNT OF CLAIM AND VENUE

14. The amount of this claim exceeds Thirty Thousand Dollars (\$30,000.00) and venue is appropriate in Prince George's County as the forum in which the Defendants reside, have their primary offices, carry on their regular business, are employed, and/or habitually engage in a vocation.

FACTS RELEVANT TO ALL COUNTS

15. At all relevant times, Dr. Williams was an employee/agent of Kaiser Permanente and was acting within the course and scope of his employment/agency for Kaiser Permanente.

16. On or about August 18, 2014, Ms. DiStefano presented to Dr. Williams at Kaiser Permanente in Gaithersburg for treatment of her chronic neck and back pain.

17. At the time of her visit on August 18, 2014, Ms. DiStefano had a longstanding history of mental health issues, which Dr. Williams knew or should have known would have been exacerbated by inappropriate physical contact with her.

18. In fact, Dr. Williams had a history of preying upon female Kaiser patients who were vulnerable to inappropriate physical contact.

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19. On August 18, 2014, Ms. DiStefano was unaccompanied for her appointment with Dr. Williams during which Dr. Williams performed a physical examination of Ms. DiStefano.

20. A Kaiser employed chaperone was not present during Dr. Williams's physical examination of Ms. DiStefano.

21. At the beginning of the examination, Ms. DiStefano told Dr. Williams that she was in a lot of pain and asked if it was possible that she had fractured her spine as a result of a fall in December 2013.

22. Dr. Williams documented in Ms. DiStefano's medical record that he performed a number of musculoskeletal tests on her involving manipulation of her head and neck as well as her legs. Dr. Williams further documented that Ms. DiStefano had pain on palpation at the lumbar facet joints.

23. At one point during Dr. Williams's examination, he stood behind Ms. DiStefano and touched her spine from the top to the bottom while asking her if she experienced any pain.

24. Dr. Williams asked her to pull her pants down. When she complied, Dr. Williams, who was not wearing gloves, touched her buttocks and anus.

25. Dr. Williams stopped to put on a glove and then inserted his finger in Ms. DiStefano's anus, asking her if she felt any pain. At no time before placing his finger into Mrs. DiStefano's anus did Dr. Williams explain to Mrs. DiStefano that this action was a required part of his proposed physical examination nor did he obtain her informed consent for this invasive physical contact and battery.

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26. Dr. Williams then instructed Ms. DiStefano to pull up her pants and told her it was unlikely that she had fractured her spine. Dr. Williams told Ms. Distefano that if she had fractured any bones in her lower spine, the fracture would have healed with the passage of time.

27. Dr. Williams ordered MRIs of Ms. DiStefano's cervical and thoracic spine and x-rays of her coccyx and lumbosacral spine.

28. As Dr. Williams entered information on the computer, someone knocked on the closed examination room door and told Dr. Williams that he was needed elsewhere. Dr. Williams replied that he was with a patient and was almost finished.

29. Dr. Williams, who was seated on a rolling stool, instructed Ms. DiStefano to approach him. He positioned her between his legs and instructed her to pull down her pants. Dr. Williams put on a glove and once again inserted his finger in her anus, this time further than the first insertion. At no time before placing his finger into Mrs. DiStefano's anus a second time did Dr. Williams' explain to Mrs. DiStefano that this action was a required part of his proposed physical examination nor did he obtain her informed consent for this invasive physical contact and battery.

30. After removing his finger from Ms. DiStefano's anus, Dr. Williams rose and washed his hands, repeating to Ms. DiStefano that he did not think that she had a broken bone.

31. At no time did Dr. Williams explain to Ms. DiStefano the reason why he inserted his finger into her anus on two occasions.

32. Ms. Distefano felt very uncomfortable and upset after Dr. Williams had touched her and ran to the bathroom to clean herself.

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33. Ms. Distefano did not return to Dr. Williams after her August 18, 2014 appointment. She was so upset by Dr. Williams's conduct that she did not open a follow-up email from him for almost two weeks.

34. In September and October, 2014, Ms. DiStefano sent emails to Dr. Williams inquiring about the results of her tests. Dr. Williams responded to her first email, but failed to respond to her subsequent correspondence.

35. On October 15, 2014, Ms. Distefano emailed her primary care physician. In the email, she reported that she felt she had been sexually abused by Dr. Williams.

36. Upon information and belief, Kaiser Permanente knew at least by May of 2013, if not earlier, that Dr. Williams was inappropriately touching and fondling his vulnerable female pain management patients. Despite such knowledge, Kaiser Permanente negligently continued to retain Dr. Williams as its employee for over a year, negligently continued to allow Dr. Williams to treat these vulnerable pain management patients without supervision, and refused to transfer Dr. Williams's female patients to another pain management doctor. By and through this conduct, Kaiser in fact, and as a matter of law, acquiesced to this form of conduct and scope of employment by its employee Dr. Williams.

37. Kaiser Permanente continued to employ Dr. Williams until October 28, 2014, and continued to allow Dr. Williams to examine female patients without a chaperone or any other supervision.

38. Kaiser Permanente terminated Dr. Williams's employment on October 28, 2014, after receiving numerous complaints that he had inappropriately touched patients during his examinations or treatment of them.

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39. Following an investigation of Dr. Williams and Kaiser Permanente, the Maryland Board of Physicians summarily suspended Dr. Williams's license on May 18, 2016 and continued that suspension on May 26, 2016. Copies of those Orders for Summary Suspension are attached hereto and incorporated herein by reference.

40. At all times relevant to the claims at bar, the Plaintiff was neither contributorily negligent nor did she assume the risk of her injuries, or consent to the inappropriate physical contact by Dr. Williams.

COUNT I: (Negligence/Medical Malpractice – Dr. Williams)

41. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-34 above and further alleges as follows:

42. At all relevant times, Dr. Williams owed to Ms. DiStefano a duty to exercise that degree of care, skill and judgment ordinarily expected of a reasonably competent healthcare provider in the specialty of pain management acting in the same or similar circumstances and not to engage in inappropriate physical contact with his patients to include Ms. DiStefano.

43. Dr. Williams was negligent and breached the accepted standards of care in the treatment of Ms. DiStefano. These breaches of the standard of care include, but are not limited to, the following: 1) negligently failing to maintain an appropriate doctor-patient relationship; 2) attempting to exploit the therapeutic relationship with the Plaintiff for personal gain; 3) inappropriately examining and touching the Plaintiff; 4) engaging in inappropriate physical acts of intimacy with the Plaintiff that went beyond what was necessary for the proper performance of medical services; 5) negligently and carelessly violating professional and ethical boundaries; 6) failing to have a chaperone present

during his examination and treatment of the Plaintiff; and 7) being otherwise negligent and careless.

44. As a direct and proximate result of the negligent and careless acts and omissions of Dr. Williams, the Plaintiff experienced pain, suffering, mental anguish, physical injury, unnecessary medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and was otherwise injured and damaged.

WHEREFORE: The Plaintiff claims monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against Dr. Williams, in an amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT II. (Battery – Dr. Williams)

45. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-38 above and further alleges as follows:

46. The conduct and actions of Dr. Williams including the sexual assault and battery of Plaintiff constitutes an intentional and offensive touching of Plaintiff to which Plaintiff did not consent.

47. The conduct and actions of Dr. Williams including the sexual assault and battery of Plaintiff were neither medically indicated nor clinically justifiable.

48. The intentional, nonconsensual touching of Plaintiff by Dr. Williams was highly offensive to Plaintiff's reasonable sense of dignity.

49. As a direct and proximate result of the intentional acts of Dr. Williams, the Plaintiff experienced pain, suffering, mental anguish, physical injury, unnecessary medical

care and expenses, lost wages, lost future wages, loss of future earning capacity, and was otherwise injured and damaged.

WHEREFORE: The Plaintiff claims compensatory and punitive monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against Dr. Williams, in an amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT III: (Intentional Infliction of Emotional Distress – Dr. Williams)

50. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-43 above and further alleges as follows:

51. Dr. Williams's conduct in sexually assaulting and battering Plaintiff was intentional and in deliberate disregard for the high degree of probability that Plaintiff would suffer emotional distress as a result.

52. Dr. Williams's conduct in sexually assaulting and battering Plaintiff was extreme and outrageous.

53. Dr. Williams's conduct and actions were the direct and proximate cause of severe emotional distress to Plaintiff.

54. As a direct and proximate result of the intentional acts of Dr. Williams, the Plaintiff experienced pain, suffering, severe mental anguish, physical injury, unnecessary medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and was otherwise injured and damaged.

WHEREFORE: The Plaintiff claims compensatory and punitive monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against

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Dr. Williams, in an amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT IV: (Battery – Kaiser Permanente)

55. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-48 above and further alleges as follows:

56. The conduct and actions of Kaiser Permanente acting by and through its employee/agents, including, but not limited to, Dr. Williams who inappropriately touched the Plaintiff constitutes an intentional and offensive touching of Plaintiff to which Plaintiff did not consent.

57. The conduct and actions of Kaiser Permanente acting by and through its employee/agents, including, but not limited to, Dr. Williams was neither medically indicated nor clinically justifiable.

58. The intentional, nonconsensual touching of Plaintiff by Kaiser Permanente acting by and through its employee/agents, including, but not limited to, Dr. Williams was highly offensive to Plaintiff's reasonable sense of dignity.

59. As a direct and proximate result of the intentional acts of Kaiser Permanente acting by and through its employee/agents, including, but not limited to, Dr. Williams, the Plaintiff experienced pain, suffering, mental anguish, physical injury, unnecessary medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and was otherwise injured and damaged.

WHEREFORE: The Plaintiff claims compensatory and punitive monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against

Kaiser Permanente, in an amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT V: (Intentional Infliction of Emotional Distress – Kaiser Permanente)

60. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-53 above and further alleges as follows:

61. Kaiser Permanente's conduct by and through its employee/agents, including, but not limited to, Dr. Williams, who sexually assaulted and battered the Plaintiff, was intentional and in deliberate disregard for the high degree of probability that Plaintiff would suffer emotional distress as a result.

62. Kaiser Permanente's conduct in acting by and through its employee/agents, including, but not limited to, Dr. Williams, was extreme and outrageous.

63. Kaiser Permanente's conduct and actions in acting by and through its employee/agents, including, but not limited to, Dr. Williams were the direct and proximate cause of severe emotional distress to Plaintiff.

64. As a direct and proximate result of the intentional acts of Kaiser Permanente acting by and through its employee/agents, including, but not limited to, Dr. Williams, the Plaintiff experienced pain, suffering, severe mental anguish, physical injury, unnecessary medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and was otherwise injured and damaged.

WHEREFORE: The Plaintiff claims compensatory and punitive monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against Kaiser Permanente, in an amount to be determined at trial, plus costs, post judgment

interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT VI: (Medical Malpractice/Respondeat Superior – Kaiser Permanente)

65. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-58 above and further alleges as follows:

66. At all times relevant hereto, Dr. Williams was acting in the course and scope of his employment/agency for Kaiser Permanente and breached the applicable standard of medical care which was a proximate cause of physical injury and other damages to Ms. DiStefano.

67. Dr. Williams took advantage of his position as a Kaiser Permanente physician to sexually assault and batter Kaiser Permanente patients, including the Plaintiff.

68. Dr. Williams committed sexual assault and battery against Plaintiff while he was acting as a physician for Kaiser, under the guise of medical treatment, and in furtherance of Kaiser Permanente's interests.

69. Dr. Williams's acts of sexual assault and battery against Plaintiff and other Kaiser Permanente patients were regularly committed at Kaiser Permanente health care facilities, including the Gaithersburg facility where the Plaintiff was assaulted.

70. As the employer/principal for Dr. Williams, Kaiser Permanente is vicariously liable for the actions of Dr. Williams within the course and scope of his employment/agency.

71. As the employer/principal responsible for the actions of its employees/agents including but not limited to Dr. Williams, Kaiser Permanente caused Plaintiff to experience pain, suffering, mental anguish, physical injury, unnecessary

medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and other injuries and damages.

WHEREFORE: The Plaintiff claims monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against Kaiser Permanente, in an amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT VII: (Negligent Hiring, Supervision, Credentialing, and Retention – Kaiser Permanente)

72. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-65 above and further alleges as follows:

73. As of August 18, 2014, Kaiser Permanente knew or reasonably should have known of Dr. Williams's propensities to sexually batter, threaten, harm, assault, and otherwise mentally, physically, and emotionally injure female patients.

74. As of August 18, 2014, Kaiser knew that Dr. Williams was being placed in a position of employment where he would have unfettered access to vulnerable female patients without direct supervision, oversight, or monitoring.

75. Kaiser Permanente had a duty of care to Plaintiff, as well as to other female patients when hiring, retaining, supervising, and evaluating its prospective employees, including Dr. Williams, to timely, adequately, and appropriately investigate, heed, and act on all reasonable suggestions and information that Dr. Williams had the propensity to, and/or had actually, inappropriately touched female patients in the course and scope of his employment for Kaiser Permanente.

76. Kaiser Permanente had a duty of care to Plaintiff, as well as to other female patients, to prohibit Dr. Williams from privately interacting with Plaintiff as well as with other female patients, given Dr. Williams's propensity to sexually batter, threaten, harm, assault, and otherwise mentally, physically, and emotionally injure female patients.

77. Upon information and belief, Dr. Williams engaged in unlawful sexual battery of numerous female patients while employed by Kaiser Permanente before his physical contact with the Plaintiff on August 18, 2014.

78. Dr. Williams used his position as a Kaiser Permanente physician to gain access to vulnerable female patients and to assault and commit sexual battery against Plaintiff and other women.

79. Kaiser Permanente knew, or should have known, that Dr. Williams had committed sexual battery against other female patients prior to August 18, 2014, while employed by Kaiser Permanente and that Dr. Williams had a propensity to assault and commit sexual battery against female patients and to otherwise physically threaten, harm, and injure such patients.

80. Kaiser Permanente continued to permit Dr. Williams's unfettered access to vulnerable female patients without a chaperone or other close personal supervision.

81. Kaiser Permanente failed to investigate the claims that Dr. Williams had assaulted, battered, and otherwise inappropriately touched female patients prior to August 18, 2014.

82. Kaiser had a duty of care to Plaintiff, as well as to other female patients, to protect Plaintiff and its female patients and to otherwise ensure the safety of its female

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patients, including Plaintiff, from being assaulted and battered by Kaiser's employees and/or agent, including Dr. Williams.

83. Assaults and sexual batteries of the sort suffered by Plaintiff were entirely preventable had Kaiser Permanente timely, adequately, and appropriately investigated the complaints made regarding Dr. Williams' inappropriate contact with other patients prior to August 18, 2014 and intervened by prohibiting Dr. Williams's continuing unfettered and unsupervised access to vulnerable female patients, including Plaintiff.

84. In breach of its duty of care, Kaiser Permanente negligently retained Dr. Williams when Kaiser knew, or should have known, of Dr. Williams' propensity to sexually assault, batter, and otherwise harm and injure vulnerable female patients, including Plaintiff.

85. In breach of its duty of care, Kaiser Permanente was also negligent in supervising Dr. Williams by: 1) failing to engage a chaperone for any and all of Dr. Williams's examinations of Plaintiff and Dr. Williams's other patients; 2) failing to require Dr. Williams's to engage a chaperone for all examinations; and 3) allowing Dr. Williams to continue to examine and treat female patients in private and without a chaperone after being provided notice that Dr. Williams was inappropriately touching patients.

86. The additional negligent and careless acts and omissions of the Defendant, Kaiser, include, but are not limited to:

- a. Failing to establish reasonable criteria for the granting of, withdrawal, or reduction of clinical privileges;
- b. Failing to exercise reasonable care to ensure that the duty of accountability of physicians at the Kaiser facility for medical care rendered to patients at the Kaiser facility is discharged;

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- c. Failing to exercise reasonable care to detect when actions or behavior of a medical staff member are detrimental to patient care or general safety;
- d. Failing to exercise reasonable care to detect that actions or behavior of a medical staff member demonstrate noncompliance with Medical Center or Medical Staff Bylaws, Rules and Regulations or Policies and Procedures, and State Law;
- e. Failing to exercise reasonable care to detect that actions or behavior of a medical staff member are disruptive to Kaiser's operation;
- f. Failing to exercise reasonable care to detect that actions or behavior of a medical staff member, in particular Dr. Williams, are unprofessional, unethical or illegal;
- g. Failing to exercise appropriate and reasonable care in appointing and/or reappointing the Defendant, Dr. Williams as a member of the Kaiser Medical Staff;
- h. Failing to exercise appropriate and reasonable care in granting medical privileges to the Defendant, Dr. Williams, to perform unsupervised/unchaperoned physical examinations of Kaiser patients to include Ms. DiStefano; and
- i. Being otherwise careless and negligent.

87. As the employer/principal responsible for the actions of its employees/agents including but not limited to Dr. Williams; Kaiser Permanente's negligent hiring, negligent retention, negligent supervision, and negligent credentialing of Dr. Williams was a proximate cause of the Plaintiff's pain, suffering, severe mental anguish, physical injury, unnecessary medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and other injuries and damages.

WHEREFORE: The Plaintiff claims monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against Kaiser Permanente, in an

amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

COUNT VIII: (Failure to Comply with Maryland's Informed Consent Law – All Defendants)

88. The Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-81 above and further alleges as follows:

89. The Defendants, Dr. Williams, and Kaiser Permanente, individually and through their real, apparent and/or ostensible agents, servants and/or employees, specifically including Dr. Williams, owed to the Plaintiff, Ms. DiStefano, the duty to appropriately notify the Plaintiff of the nature of the procedure, the benefits of the procedure, the probability of success of the procedure, the proposed alternatives to the proposed procedure, and the risks of the procedure in order to obtain the Plaintiff's informed consent to her plan of care, physical examination by Dr. Williams, and/or treatment.

90. The Defendants, Dr. Williams and Kaiser Permanente, individually and through their real, apparent and/or ostensible agents, servants and/or employees, to specifically include Dr. Williams, failed to appropriately obtain Ms. Distefano's informed consent for the plan of care and physical examination by Dr. Williams, including, but not limited to, Dr. Williams placing his finger in her anus.

91. As the direct and proximate result of the failure by the Defendants Dr. Williams, and Kaiser Permanente, individually and through their real, apparent and/or ostensible agents, servants and/or employees, to specifically include Dr. Williams, to obtain Ms. DiStefano informed consent, Ms. DiStefano, experienced pain, suffering, severe

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mental anguish, physical injury, unnecessary medical care and expenses, lost wages, lost future wages, loss of future earning capacity, and other injuries and damages.

WHEREFORE: The Plaintiff claims monetary damages in excess of the concurrent jurisdiction of the District Court (\$30,000.00) against Kaiser Permanente and Dr. Williams, in an amount to be determined at trial, plus costs, post judgment interest at the legal rate of ten percent (10%) per annum from the date of judgment, and for any further relief that this Honorable Court determines necessary and appropriate.

Respectfully Submitted,

MILLER & ZOIS, L.L.C.


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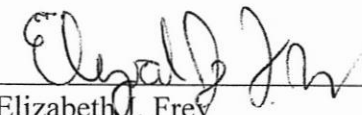
ELECTION FOR JURY TRIAL

The Plaintiff in the above-titled claim elects to have this case heard before a jury panel.

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Elizabeth J. Frey