

HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE

6 St. Paul Street, Suite 1501
Baltimore, Maryland 21202-1608
(410) 767-8200

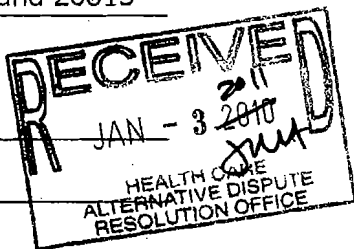
CLAIM FORM

HCA NO.: _____

CLAIMANT(S)

Dean D'Angelo
Name
3702 Sheppard Street
Street Address
Chevy Chase, Maryland 20815
City, State, Zip Code

Tracy D'Angelo
Name
3702 Sheppard Street
Street Address
Chevy Chase, Maryland 20815
City, State, Zip Code



Name
Street Address
City, State, Zip Code

HEALTH CARE PROVIDER(S)

Michael D. Duplessie, M.D.
Name
10215 Fernwood Road, Suite 98A
Street Address
Bethesda, Maryland 20817
City, State, Zip Code

Cataract & Laser Eye Institute of America, P.C.
Name
10215 Fernwood Road, Suite 98A
Street Address
Bethesda, Maryland 20817
City, State, Zip Code
SERVE ON: RESIDENT AGENT
METROPOLITAN AGENTS, INC.
4550 Montgomery Avenue, Suite 775N
Bethesda, Maryland 20814

Name
Street Address
City, State, Zip Code

(1) This claim is filed pursuant to Title 3, Subtitle 2A of the Courts Article. The damages claimed are in excess of \$25,000.00, and the appropriate venue is: MONTGOMERY COUNTY

(2) The basis of the claim is described on the page(s) attached hereto.

(3) The resolution of the claim will involve particular expertise in this area of specialty 032-Ophthalmology
(PLEASE SEE REVERSE SIDE FOR AREAS OF CONCENTRATION)

WARNING: Each Claimant has been advised that he/she may be held civilly liable for part or all the Costs resulting from the filing of this claim, whether it is won or lost; this would be an individual and personal responsibility.

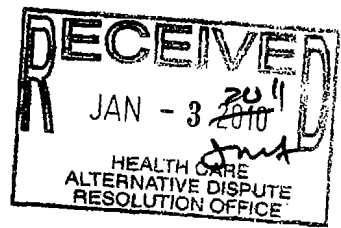
ATTORNEY FOR CLAIMANT(S)

Signature
1966 Greenspring Drive, #500
Street Address
Timonium, MD 21093
City, State, Zip Code
(410) 308-1600
Telephone Number

CLAIMANT(S)

Dean D'Angelo

Tracy D'Angelo



HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE
6 ST. PAUL STREET, SUITE 1501
BALTIMORE, MARYLAND 21202-1608
410-767-8200

PERSONAL INFORMATION CERTIFICATION

HCA # _____

1. AGENCY APPROPRIATION CODE: 23.01.05

2. CLAIMANT(S) Dean D'Angelo and Tracy D'Angelo

3. HOME ADDRESS: 3702 Sheppard Street

CITY Chevy Chase STATE MD ZIP CODE 20815

4. TELEPHONE NUMBERS: WORK (301) 634-3001 - Dean D'Angelo

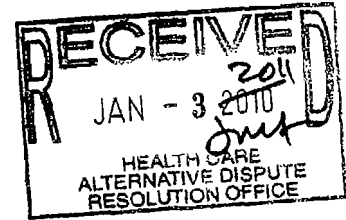
HOME (301) 941-8007

5. DATE OF BIRTH Dean D'Angelo - 9/9/1967
Tracy D'Angelo - 6/24/1967

6. SOCIAL SECURITY NUMBER(S): 223 - 15 - 2307 Dean D'Angelo

7. MARYLAND DRIVER'S LICENSE NUMBER(S): MD D-524-139-067-701 Dean D'Angelo

8. TAXPAYER IDENTIFICATION NUMBER (FEIN) (IF APPLICABLE)



STATEMENT OF CLAIM

The Claimants Dean D'Angelo and Tracey D'Angelo, by and through their attorneys, George S. Tolley III and Dugan, Babij & Tolley, LLC, sue Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C.

PARTIES

1. The Claimant, Dean D'Angelo, is an adult citizen of the State of Maryland, residing at 3702 Sheppard Street, Chevy Chase, Maryland 20815.
2. The Claimant, Tracey D'Angelo, is an adult citizen of the State of Maryland, residing at 3702 Sheppard Street, Chevy Chase, Maryland 20815.
3. The Defendant/Health Care Provider, Michael D. Duplessie, M.D., 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 his principal place of business located at 10215 Fernwood Road, Suite 98A, Bethesda, Maryland 20817. Dr. Duplessie also maintains a presence on the internet at www.worldsbesteyesurgeon.com, where he proclaims: "Dr. Duplessie is an internationally renowned surgeon regarded as one of the leading eye surgeons in the World."
4. The Defendant/Health Care Provider, Cataract and Laser Eye Institute of America, P.C., is a medical corporation organized and existing under the laws of the State of Maryland, with its principal place of business located at 10215 Fernwood Road, Suite 98A, Bethesda, Maryland 20817.

JURISDICTION AND VENUE

5. The amount of this claim exceeds Thirty Thousand Dollars (\$30,000.00), and venue is appropriate in Montgomery County as the forum in which Defendants reside and/or carry on their regular business, and where the acts complained about occurred.

COUNT I

(Negligence – Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C.)

6. The Claimant, Dean D'Angelo, repeats, realleges, adopts and incorporates paragraphs 1 through 5 of this Statement of Claim, as though fully set forth herein.

7. At all times relevant to this Statement of Claim, the Defendant/Health Care Provider, Michael D. Duplessie, M.D., was licensed to provide ophthalmologic medical services in the State of Maryland, and represented to the public and to the Claimant possession of that degree of skill, knowledge and ability ordinarily possessed by a reasonably competent physician providing medical services in the field of ophthalmology and LASIK surgery.

8. At all times relevant to this Statement of Claim, the Defendant/Health Care Provider, Cataract and Laser Eye Institute of America, P.C., was a medical corporation licensed to provide medical services in the State of Maryland and represented to the public and the Claimant possession of that degree of skill, knowledge and ability ordinarily possessed by a reasonably competent medical corporation providing medical services in the field of ophthalmology and LASIK surgery.

9. At all times relevant to this Statement of Claim, the Defendant/Health Care

Provider, Michael D. Duplessie, M.D., was acting as the agent, servant and employee of the Defendant/Health Care Provider, Cataract and Laser Eye Institute of America, P.C., within the scope of his employment.

10. The Defendant/Health Care Provider, Michael D. Duplessie, individually and/or through his real, apparent and/or ostensible agents, servants and/or employees, owed to the Claimant a duty to exercise that degree of care, skill and judgment ordinarily expected of a reasonably competent practitioner of his chosen specialty acting in the same or similar circumstances, which duty included the performance of adequate and proper tests and procedures to determine the nature and severity of the Claimant's condition, the careful diagnosis of such condition, the employment of appropriate procedures and treatments to correct such condition, the continuous evaluation of the effects of such treatment, the adjustment of the course of treatment in response to such evaluation, and appropriate notification to the Claimant of the various alternatives and risks involved in various modalities of treatment.

11. The Defendant/Health Care Provider, Cataract and Laser Eye Institute of America, P.C., individually and/or through its real, apparent and/or ostensible agents, servants and/or employees, owed to the Claimant a duty to exercise that degree of care, skill and judgment ordinarily expected of a reasonably competent medical corporation acting in the same or similar circumstances, which duty included the performance of adequate and proper tests and procedures to determine the nature and severity of the Claimant's condition, the careful diagnosis of such condition, the employment of

appropriate procedures and treatments to correct such condition, the continuous evaluation of the effects of such treatment, the adjustment of the course of treatment in response to such evaluation, and appropriate notification to the Claimant of the various alternatives and risks involved in various modalities of treatment.

12. On or about October 2, 2006, the Claimant, Dean D'Angelo, presented to the facility of the Defendant/Health Care Provider, Cataract and Laser Eye Institute of America, P.C., where he came under the care of the Defendant/Health Care Provider, Michael D. Duplessie, M.D. At the recommendation of the Defendant/Health Care Provider, Michael D. Duplessie, M.D., the Claimant, Dean D'Angelo, underwent refractive surgery on both eyes, also known as LASIK surgery. Following that surgery, the Defendant/Health Care Provider, Michael D. Duplessie, M.D., recommended and later performed a second surgical procedure, known as an enhancement, on the right eye of the Claimant, Dean D'Angelo, on or about June 22, 2007. Thereafter, the Defendant/Health Care Provider, Michael D. Duplessie, M.D., recommended and performed a second enhancement on the Claimant's right eye on or about February 5, 2009, and a third enhancement, on both of the Claimant's eyes, on August 7, 2009.

13. On August 10, 2009, the Claimant, Dean D'Angelo, was informed that he was legally blind in his right eye, with uncorrected visual acuity of 20/400. On or about that same date, the Defendant/Health Care Provider recommended a fourth enhancement surgery, which the Claimant, Dean D'Angelo, declined.

14. On or about September 29, 2009, the Claimant, Dean D'Angelo, was

diagnosed with bilateral post-LASIK ectasia, worse in the right eye. Ectasia is a corneal condition marked by a progressive thinning of the cornea. Individuals with post-LASIK ectasia suffer from a host of problems related to the quality of their vision, including without limitation, halos, blurry vision, glare, ghosting, starbursts, double vision, light sensitivity, contrast sensitivity, loss of depth perception, trouble driving, especially at night, headaches, dry eyes, and foreign body sensation.

15. Prior to September 29, 2009, the Claimant, Dean D'Angelo, possessed no knowledge or understanding of post-LASIK ectasia, but rather had been informed by the Defendant/Health Care Provider, Michael D. Duplessie, M.D., that his post-surgical course had been within the limits of normal for LASIK patients.

16. As a result of the inadequate and inappropriate medical care by the Defendant/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, the Claimant, Dean D'Angelo, suffered grievous injuries and complications, including but not limited to loss of his vision.

17. The negligent and careless acts and omissions of the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, include, but are not limited to:

- a. failing to employ adequate diagnostic procedures and tests to determine the nature and severity of the Claimant's conditions;
- b. failing to diagnose such conditions carefully;

- c. failing to employ appropriate treatments and procedures to correct such conditions;
- d. failing to carefully and thoroughly evaluate the effects of the chosen treatments;
- e. failing to adjust such chosen treatments in response to evaluation of the effects of prior treatments;
- f. failing to recognize that due to the condition of Claimant's eyes, the LASIK surgery and enhancements were contraindicated;
- g. failing to train, supervise and/or manage their agents, servants and/or employees;
- h. failing to appropriately and adequately obtain an informed consent from the Claimant; and
- i. being otherwise negligent and careless.

18. As a result of the negligent and careless acts and omissions of the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, the Claimant, Dean D'Angelo, experienced a severe shock to his nerves, pain, mental anguish, unnecessary procedures, unnecessary hospital and medical care and expenses, loss of earnings and earning capacity and was otherwise injured and damaged, including, but not necessarily limited to, loss of vision.

19. As a result of the negligence of Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees,

the Claimant Dean D'Angelo, experienced severe shock to his nerves and nervous system, pain, and mental anguish, underwent surgery and unnecessary procedures, has been and will continue to be obliged to receive medical care, was prevented from engaging in his usual activities, duties and pursuits, incurred medical expenses, and was otherwise injured and damaged.

20. All of these injuries and damages were caused by the negligence of Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, without any negligence on the part of Claimant thereunto contributing.

WHEREFORE, this claim is brought by the Claimant, Dean D'Angelo, against the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C.

COUNT II
(Informed Consent – Michael D. Duplessie, M.D., and
Cataract and Laser Eye Institute of America, P.C.)

21. The Claimant, Dean D'Angelo, repeats, realleges, adopts and incorporates by reference paragraphs 1 through 20 of this Statement of Claim as though fully set forth herein.

22. The Defendants/Health Care Providers, Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or

employees, owed to the Claimant, Dean D'Angelo, the duty of appropriate notification to the Claimant of the various alternatives and risks involved in various modalities of treatment.

23. The Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, were negligent in failing adequately and appropriately to explain the proposed procedures or treatment, to warn of material risks or dangers inherent in or collateral to the proposed procedures or treatment, to discuss with the patient the viable medical alternatives to the proposed procedures or treatment, to allow the patient to make an intelligent and informed choice about whether or not to undergo the proposed procedures or treatment, to inform the patient promptly of material changes in the medical circumstances, to obtain an informed consent from the Claimant, Dean D'Angelo, and were otherwise negligent.

24. As a result of the negligence of the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, the Claimant, Dean D'Angelo, experienced a severe shock to his nerves and nervous system, pain, mental anguish, unnecessary procedures, unnecessary hospital and medical care and expenses, loss of earnings and earning capacity and was otherwise injured and damaged including but not limited to a loss of vision.

25. The Claimant further alleges that as a result of the negligence of the

Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, he was forced to incur and will continue to incur in the future, costs and expenses for medical care, which were and will be provided to the Claimant, Dean D'Angelo, in the treatment of the Claimant's injuries and damages.

26. All of these injuries and damages were caused by the negligence of the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., individually and/or through their real, apparent and/or ostensible agents, servants and/or employees, without any negligence on the part of the Claimant thereunto contributing.

WHEREFORE, this claim is brought by the Claimant, Dean D'Angelo, against the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C.

COUNT III
(Loss of Consortium – Michael D. Duplessie, M.D., and
Cataract and Laser Eye Institute of America, P.C.)

27. The Claimants, Dean D'Angelo and Tracey D'Angelo, repeat, reallege, adopt and incorporate by reference paragraphs 1 through 26 of this Statement of Claim as though fully set forth herein.

28. The Claimant, Dean D'Angelo, further avers that he and Tracey D'Angelo were, and remain, for all times complained of, husband and wife.

29. The Claimants, Dean D'Angelo and Tracey D'Angelo, further aver that, as a

direct and proximate result of the acts and omissions of the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., they did suffer and sustain injury, damage and disturbance to their marital relationship and that they were deprived, each from the other, of normal and customary services, society, companionship, affection, assistance, and conjugal relationships, and that the same were thereby interfered with, diminished and/or destroyed.

30. The Claimants, Dean D'Angelo and Tracey D'Angelo, further aver that all of the injuries, damages and losses complained of, past, present and prospective, were and are due to the negligent acts and omissions of the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C., without any negligence or want of due care on the part of the Claimants thereunto contributing.

WHEREFORE, the Claimants, Dean D'Angelo and Tracey D'Angelo, bring this action against the Defendants/Health Care Providers, Michael D. Duplessie, M.D., and Cataract and Laser Eye Institute of America, P.C.

Respectfully submitted,



George A. Tolley III
Dugan, Babij & Tolley, LLC
1966 Greenspring Drive, Suite 500
Timonium, Maryland 21093
(410) 308-1600
Attorneys for Claimants,
Dean D'Angelo and Tracey D'Angelo