

COVER SHEET FOR FILING CIVIL ACTIONS
COMMONWEALTH OF VIRGINIA

Case No.
(CLERK'S OFFICE USE ONLY)*

Chesapeake

Circuit Court

Laurie Shrieves
PLAINTIFF(S)

v./In re: Quentin J. Franklin, M.D. and
DEFENDANT(S)

LCA-VISION, Inc. d/b/a LASIKPLUS

I, the undersigned [] plaintiff [] defendant [] attorney for [] plaintiff [] defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

- [] Accounting [] Construe Will [] Landlord/Tenant
[] Administrative Appeal [] Contract Action [] Mechanics Lien
[] Adoption [] Contract Specific Performance [x] Medical Malpractice
[] Adoption - Foreign [] Correct/Erroneous State/Local Taxes [] Motor Vehicle Tort
[] Adult Protection [] Counterclaim [] Name Change
[] Aid and Guidance [] Cross Claim [] Order to Sever
[] Annexation [] Custody/Visitation/Support/ Equitable Distribution [] Partition
[] Annulment [] Declaratory Judgment [] Petition
[] Appeal Decision of ABC Board [] Declare Death [] Product Liability
[] Appeal Decision of Board of Zoning [] Delinquent Taxes [] Quiet Title
[] Appeal Decision of Comp Board [] Detinue [] Referendum Elections
[] Appeal Decision of Employment Commission [] Divorce [] Reformation of Trust
[] Appeal Decision of Local Government [] Ejectment [] Reinstatement of Driving Privileges
[] Appeal Decision of Marine Resources Commission [] Encumber/Sell Real Estate [] Reinstatement (General)
[] Appeal Decision of Voter Registration [] Escheat [] Removal
[] Appointment of Church Trustee, Substitute Fiduciaries [] Establish Boundaries [] Separate Maintenance
[] Approval of Right to be Eligible to Vote [] Expunge [] Standby Guardian/Conservator
[] Asbestos Litigation [] Forfeiture of U.S. Currency [] Termination of Mineral Rights
[] Attachment [] Freedom of Information [] Unlawful Detainer
[] Bond Forfeiture Appeal [] Garnishment [] Vehicle Confiscation
[] Child Abuse and Neglect - Unfounded Complaint [] General Tort Liability (other than motor vehicle) [] Will Contested
[] Civil Contempt [] Grievance Procedures [] Writ of Certiorari
[] Claim Impleading Third Party Defendant [] Guardian/Conservator Appointment [] Writ of Habeas Corpus
[] Complaint - (Miscellaneous) [] Impress/Declare a Trust [] Writ of Mandamus
[] Compromise Settlement [] Injunction [] Writ of Prohibition
[] Condemnation [] Interdiction [] Writ of Quo Warranto
[] Confessed Judgment [] Interrogatory [] Wrongful Death
[] Conservator of Peace [] Intentional Tort [] Other
[] Judicial Review

[x] Damages in the amount of \$ 1,800,000.00 are claimed.
February 4, 2010

DATE

[] PLAINTIFF

[] DEFENDANT

[] ATTORNEY FOR [] PLAINTIFF

[] DEFENDANT

Thomas B. Shuttleworth, Esquire

PRINT NAME

4525 South Boulevard, Suite 300, Virginia Beach, Virginia 23452 757-671-6020

ADDRESS /TELEPHONE NUMBER OF SIGNATOR

* See reverse side for Civil Action Type Codes - for Clerk's Office Use Only

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF CHESAPEAKE

LAURIE SHRIEVES,

Plaintiff,

v.

LAW NO: _____
JURY TRIAL DEMANDED

QUENTIN J. FRANKLIN, M.D.

SERVE:

Greenbrier Village

732 Eden Way

Chesapeake, VA 23320

and

LCA-VISION, INC. d/b/a LASIKPLUS

SERVE:

CT Corporation System

4701 Cox Road, Ste. 301

Glen Allen, VA 23060

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Laurie Shrieves, by counsel, and moves for judgment against the Defendants, Quentin J. Franklin, M.D., and LCA-Vision, Inc., d/b/a LASIKPlus, jointly and severally, and in support thereof states as follows:

1. Plaintiff, Laurie Shrieves, is a citizen of the Commonwealth of Virginia, who resides in Virginia Beach, Virginia.

2. At all relevant times, Defendant, Quentin J. Franklin, M.D. (hereinafter "Dr. Franklin"), was a physician, duly licensed to practice medicine in the Commonwealth of Virginia and represented himself to the public as a skilled and trained physician duly qualified to render medical services.

3. Dr. Franklin was a healthcare provider within the meaning and intendment of § 8.01-581.1 of the Code of Virginia, and was required to provide that degree of care and skill possessed by a minimally competent physician of the same type in Virginia at the same time.

4. At all relevant times, Dr. Franklin was, or represented himself to be, a physician specializing in the field of ophthalmology and corneal or refractive surgery in particular.

5. At all relevant times, Dr. Franklin held himself out to the public, and more particularly to the Plaintiff herein, as possessing the proper degree of learning and skill, and he undertook to use reasonable care and diligence in the treatment of the Plaintiff.

6. At all times hereinafter mentioned, Dr. Franklin maintained an office for the practice of medicine at LCA-Vision, Inc., d/b/a LASIKPlus (hereinafter "LASIKPlus"), Greenbrier Village, 732 Eden Way, Chesapeake, VA 23320.

7. At all relevant times, Dr. Franklin maintained an office for the practice of medicine at a laser vision center known as LASIKPlus, Greenbrier Village, 732 Eden Way, Chesapeake, VA 23320

8. Defendant, LASIKPlus, is a corporation organized and existing in accordance with the laws of the Commonwealth of Virginia with its principal place of business located at Greenbrier Village, 732 Eden Way, Chesapeake, VA 23320.

9. At all relevant times, the Defendant, LASIKPlus, was a healthcare provider within the meaning and intendment of § 8.01-581.1 of the Code of Virginia acting through its employees, agents, servants and/or independent contractors, all of whom were required

to provide that degree of care and skill possessed by a minimally competent facility of the same type in Virginia at the same time.

10. At all relevant times, Dr. Franklin was employed as a LASIK surgeon at LASIKPlus.

11. At all relevant times, Dr. Franklin was an independent contract who performed LASIK surgery at LASIKPlus.

12. At all relevant times, Plaintiff was a patient of, and under the care and treatment of Dr. Franklin, beginning in or around June 29, 2008 and continuing and uninterrupted through and including July 30, 2008.

13. At all relevant times, Plaintiff was a patient of, and under the care and treatment of LASIKPlus beginning on or around June 29, 2008.

14. At all relevant times, while Plaintiff was a patient at, and under the care and treatment of LASIKPlus, on or around June 29, 2008, as previously stated, she came under the care and treatment of Dr. Franklin for the purpose of being evaluated as a candidate for, and ultimately undergoing, refractive surgery on her eyes, known as laser-assisted in situ keratomileusis ("LASIK").

15. At all relevant times, Defendants, each of them, and their agents, servants and/or employees, in rendering medical care and treatment to Plaintiff, owed her the duty to use a reasonable degree of learning and skill, the duty to use reasonable care and diligence in the exercising of that learning and skill, the duty to employ approved methods in general use and the duty to use their best judgment in the care and treatment of the Plaintiff.

16. Defendants, each of them, and their agents, servants and/or employees, were negligent in the services rendered for, and on behalf of, Plaintiff in failing to use reasonable care; in failing to heed Plaintiff's condition; in departing from accepted standards in the procedures and treatment performed; in failing to follow appropriate practice; in failing to properly examine Plaintiff; in failing to properly treat Plaintiff's eyes; in failing to properly perform LASIK eye surgery; and were otherwise negligent in their treatment of Plaintiff.

17. The said occurrence and resulting injuries and disabilities to the Plaintiff were caused wholly and solely by reason of the carelessness, negligence and malpractice of the Defendants, each of them and their agents, servants and/or employees as set forth above with no fault or lack of care on the part of the Plaintiff herein contributing thereto.

18. By reason of the foregoing, Plaintiff sustained serious personal injuries.

COUNT I
MEDICAL MALPRACTICE

19. Plaintiff re-alleges and incorporates all prior paragraphs.

20. The Plaintiff, Laurie Shrieves, presented at the office of Defendant, Dr. Franklin, as a candidate for LASIK eye surgery on her right eye. Dr. Franklin performed this procedure on Plaintiff on July 11, 2008.

21. As a result of Dr. Franklin's negligence, Plaintiff's cornea became abnormal and developed a decentered ablation.

22. Dr. Franklin breached the standard of care when he performed the foregoing LASIK procedure, more than three millimeters off center, compromising Plaintiff's vision.

23. Subsequently, and predictably, the Plaintiff's vision deteriorated.

24. As a direct and proximate result of the aforesaid negligence of the Defendants, acting through agents, servants and employees, in the scope of their employment, Plaintiff was caused to sustain serious and permanent injury, has been prevented from transacting her business and her day-to-day activities, has suffered, and will continue to suffer, great pain of body and has incurred, and will continue to incur, doctor and other related bills in an effort to be cured of her injuries.

COUNT II
LACK OF INFORMED CONSENT

25. Plaintiff re-alleges and incorporates all prior paragraphs.

26. The Defendants, each of them and their agents, servants and/or employees failed to disclose all of the information that reasonably prudent medical practitioners, under similar circumstances, would explain or disclose to a patient including a failure to disclose the risks and benefits of the procedures performed, the alternatives thereto and the risks and benefits relating to the alternatives and they otherwise failed to properly, adequately, thoroughly and fully inform the Plaintiff herein.

27. Plaintiff would not have undergone the procedures performed if she had been fully informed; the lack of informed consent is a proximate cause of the injuries suffered herein for which recovery is sought.

28. The treatment rendered by the Defendants herein was neither an emergency procedure, emergent treatment nor emergency surgery.


29. Plaintiff sustained damages as a result of defendants' breach of their duty of informed consent.

30. Plaintiff has complied with Virginia Code Annotated § 8.01-20.1.

WHEREFORE, Plaintiff, Laurie Shrieves, demands judgment against the Defendants, jointly and severally, and an award of execution on each Count, in the amount of ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00), plus pre- and post-judgment interest and all of her costs in pursuing this matter.

Plaintiff requests a trial by jury.

LAURIE SHRIEVES

By 
Of Counsel

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