

IN THE CIRCUIT COURT FOR FREDERICK COUNTY, MARYLAND

CALEB PARAMO, a Minor and through his Parents
Next Friends Jesus Paramo and Yasmin Hidalgo

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127 Stonegate Dr
Frederick, MD 21702

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and

* Case No. _____
JURY TRIAL DEMANDED

JESUS PARAMO
127 Stonegate Dr
Frederick, MD 21702

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and

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YASMIN HIDALGO
127 Stonegate Dr
Frederick, MD 21702

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Plaintiffs,

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v.

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FREDERICK HEALTH HOSPITAL, INC. d/b/a
FREDERICK MEMORIAL HOSPITAL
400 W 7th St
Frederick, MD 21701

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Registered Agent:
Lorraine Prete, Esq.
Kaslick & Prete, LLC
117 W. Patrick St, Suite 201
Frederick, MD 21701

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and

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SIMMONDS, MARTIN & HELMBRECHT, LLC
77 Thomas Johnson Dr, Suite H
Frederick, MD 21702

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Registered Agent:
The Corporation trust, Inc.
2405 York Rd, Suite 200
Lutherville, MD 21093

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and

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Kalpana M. Helmbrecht, M.D.
77 Thomas Johnson Dr, Suite H
Frederick, MD 21702

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Defendants.

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COMPLAINT AND DEMAND FOR JURY TRIAL

COME NOW Plaintiffs, Caleb Paramo, a Minor, by and through his parents and next friends, Jesus Paramo and Yasmin Hidalgo, Yasmin Hidalgo Individually and Jesus Paramo Individually, by their attorneys, Daniel J. Miller, Esq. and Kevin D. Stern, Esq. of Miller Stern Lawyers, LLC and Kenneth Berman, Esq. and Catherine Woolley, Esq. -with Berman, Sobin, Gross, Feldman & Darby, LLP, and hereby sue Frederick Health Hospital, Inc. d/b/a Frederick Memorial Hospital, and their agents and/or employees, Simmonds, Martin & Helmbrecht, LLC, and Kalpana M. Helmbrecht, M.D., and for their cause of action state as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper in this Court and this claim is ripe for determination as an action was timely instituted in the Health Care Alternative Dispute Resolution Office, and a waiver request was filed pursuant to § 3-2A-06B of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland and HCADRO signed an Order of Transfer. *See* Exhibit “A”. The damages sustained by Plaintiffs are in excess of Thirty Thousand Dollars (\$30,000.00), which exceed the jurisdiction of the District Court for Frederick County, Maryland. A copy of the original Claim, which is repeated herein, inclusive of the Certificate of Merits and Report from a Board-Certified Expert, is attached. *See* Exhibit “B”.

2. Frederick County is an appropriate venue for this claim pursuant to §§ 6-201(a) and (b) and 6-202(8) of the Courts and Judicial Proceedings Article of the Maryland Annotated Code,

as the events giving rise to this lawsuit occurred in Frederick County, Maryland, and one or more of the Defendants conducts its principal business in and regularly conducts its business in Frederick County, Maryland.

THE PARTIES

4. Plaintiff Caleb Paramo is the minor son of Jesus Paramo and Yasmin Hidalgo. At the time of the events that are relevant to this case, Minor Paramo resided with his family at 127 Stonegate Dr, Frederick, MD 21702. At all times relevant, Minor Paramo was a patient of the Health Care Providers.

5. At the time of the events that are relevant to this case, Plaintiff Jesus Paramo resided at 127 Stonegate Dr, Frederick, MD 21702.

6. At the time of the events that are relevant to this case, Plaintiff Yasmin Hidalgo resided at 127 Stonegate Dr, Frederick, MD 21702.

7. At all times relevant to this Complaint, the Defendant Health Care Provider Frederick Health Hospital, Inc. d/b/a Frederick Memorial Hospital (hereinafter “Frederick Memorial Hospital), a professional services corporation organized under the laws of the State of Maryland, with its principal place of business in Frederick County, Maryland, was an acute care community hospital offering comprehensive health care services to the public and held itself out to the public as competent to provide medical, surgical and nursing services, and indeed did provide such care and services to Yasmin Hidalgo and Caleb Paramo, directly and by and through its principals, and/or actual and/or apparent agents, servants and/or employees, including but not limited to Kalpana M. Helmbrecht, M.D., who at all times acted within the scope of their authority in providing care to Yasmine Hidalgo and Caleb Paramo. Defendant Frederick memorial Hospital employs and/or retains as its authorized agents, hundreds of community physicians and nurses,

including emergency room physicians, primary care doctors, OB/GYN physicians, surgeons, radiologists, nurses and clinical specialists. At all relevant times to this Complaint, these physicians and nurses included, but were not limited to, Dr. Kalpana M. Helmbrecht, M.D., who was acting as an actual and/or apparent agent, servant, and/or employee of Defendant Frederick Memorial Hospital, which promotes its ability to provide “cutting-edge” and “state of the art” care. Among other things, its Emergency Room and Labor and Delivery is open to the public, and it staffs the Emergency Room and Labor and Delivery department with physicians, nurses, employees and consultants who can and do continuously hold themselves out as practicing ordinary standards of medical care. Additionally, it staffs physicians including surgeons and OB/GYN physicians available to the public and it owed all of its patients a duty to render and provide them health care within the ordinary standards of medical care, and to exercise reasonable skill and care in the diagnosis and treatment of their medical conditions, including administration of medications and medical devices associated with said conditions, surgical treatment and labor and delivery. Frederick Memorial Hospital was, at all times relevant hereto, obligated to supervise its staff and actual and/or apparent agents, servants, and/or employees and to provide its patients with diagnostic, surgical and medical services and treatment commensurate with the condition from which its patients suffered.

8. At all times pertinent hereto, Health Care Provider Simmonds, Martin & Helmbrecht, LLC., a professional services corporation organized under the laws of the State of Maryland, with its principal place of business in Frederick County, Maryland, held itself out to the public as competent to provide medical, surgical and nursing services, and indeed did provide such care and services to Yasmin Hidalgo and Caleb Paramo, directly and by and through its principals, and/or actual and/or apparent agents, servants and/or employees, including but not limited to

Kalpana M. Helmbrecht, M.D., Thomas W. Martin, M.D., who at all times acted within the scope of their authority in providing care to Yasmin Hidalgo and Caleb Paramo. Defendant Simmonds, Martin & Helmbrecht, LLC employs and/or retains as its authorized agents, community physicians and nurses, including primary care doctors, OB/GYN physicians, surgeons, nurses and clinical specialists. At all relevant times to this Complaint, these physicians and nurses included but were not limited to Dr. Kalpana M. Helmbrecht, M.D., who was acting as an actual and/or apparent agent, servant, and/or employee of Defendant Simmonds, Martin & Helmbrecht, LLC., which promotes its ability to provide medical and surgical care, among other things. Furthermore, its physicians, nurses, employees and consultants continuously hold themselves out as practicing ordinary standards of medical care. Additionally, it staffs physicians including surgeons and OB/GYN physicians and it owed all of its patients a duty to render and provide them health care within the ordinary standards of medical care, and to exercise reasonable skill and care in the diagnosis and treatment of their medical conditions, including administration of medications and medical devices associated with said conditions, surgical treatment and labor and delivery. Simmonds, Martin & Helmbrecht, LLC., was, at all times relevant hereto, obligated to supervise its staff and actual and/or apparent agents, servants, and/or employees and to provide its patients with diagnostic, surgical and medical services and treatment commensurate with the condition from which its patients suffered.

9. At all times pertinent hereto, Health Care Provider Kalpana M. Helmbrecht, M.D., (hereinafter, "Dr. Helmbrecht "), was licensed to practice medicine in the state of Maryland, and held herself out to the public as a competent practitioner of obstetrics and gynecology. At all times relevant in rendering care to Yasmin Hidalgo and Caleb Paramo, Dr. Helmbrecht was employed in, and habitually carried on a vocation in Frederick, Maryland. Dr. Helmbrecht promoted her

ability to provide medical and surgical care, OB/GYN and Labor and Delivery care, among other things, and held herself as practicing ordinary standards of medical care. Additionally, she owed all of her patients a duty to render and provide them health care within the ordinary standards of medical care, and to exercise reasonable skill and care in the diagnosis and treatment of their medical conditions, including administration of medications and medical devices associated with said conditions, surgical treatment and labor and delivery and to provide her patients with diagnostic, surgical and medical services and treatment commensurate with the condition from which her patients suffered.

10. At all times pertinent hereto, Dr. Helmbrecht acted individually, and as the actual and/or apparent agent, servant and/or employee of Frederick Memorial Hospital and/or Simmonds, Martin & Helmbrecht, LLC, and did so within the scope of her employment and authority.

11. At all times relevant hereto, each of the Health Care Providers, including their principals, and/or actual and/or apparent agents, servants and/or employees acted as the actual and/or apparent agents, servants and/or employees of each other.

12. At all times pertinent hereto, Caleb Paramo was a patient of the above Health Care Providers for the purpose of receiving health care and treatment.

INTRODUCTION AND DUTIES OF THE HEALTH CARE PROVIDERS

13. At all times during Caleb Paramo's hospitalization, Frederick Memorial Hospital operated a two hundred sixty-six (266) bed hospital within the meaning of COMAR 10.09.92 offering diagnostic and treatment services for 2 or more unrelated individuals, under the supervision of medical staff at 9901 Medical Center Drive, Rockville MD 20850, which Frederick Health Hospital, Inc., was licensed by the State of Maryland to operate.

14. As a condition of licensure, Frederick Memorial Hospital, and its managerial employees and agents had the duty, at all times material to this Complaint, to operate Frederick Memorial Hospital in compliance with the regulations governing licensed hospitals in effect during Yasmin Hidalgo and Caleb Paramo's hospitalization.

15. At all times material to this Complaint, the Frederick Memorial Hospital, operated a hospital participating in the Medicare program and as a hospital participating in the Medicaid program. As a condition of participation in the Medicare and Medicaid programs, the Frederick Memorial Hospital, and its managerial employees and agents had the duty, and state regulations required them, to operate Frederick Memorial Hospital, in compliance with the regulations governing hospitals participating in the Medicare program and hospitals participating in the Medicaid program, codified at 42 USC Ch. 4, Part 482.

16. At all times material to this Statement of Claim Frederick Memorial Hospital was a "hospital" as defined by MD Health-Gen. § 19-301 (2018) and a "health care provider" as defined in MD Cts. & Jud. Pro. § 3-2A-01 (2018). As a hospital and health care provider, Frederick Memorial Hospital owed Caleb Paramo, while he was a patient at Frederick Memorial Hospital, the duty, when providing him with health care to use reasonable care and diligence in the application of their knowledge and skill to his care;

Provide him with treatment and care in accordance with the standards of practice among members of the medical and nursing profession and other medical support professions with similar training and experience; Employ medical record-keeping practices which were in keeping with the standards of practice among hospitals; and otherwise meet all of its non-delegable fiduciary duties to Caleb Paramo, including but not limited to, the duties set forth in the ensuing paragraphs of this Complaint.

17. Frederick Memorial Hospital was at all relevant times, legally responsible for the actions of its managerial employees and agents, apparent agents, and/or those employees it supervised, while acting within the course and scope of their employment and/or agency. Frederick Memorial Hospital, and its managerial employees, agents and apparent agents, including but not limited to Dr. Helmbrecht, owed certain non-delegable, fiduciary duties to Caleb Paramo, including the administrative duties to exercise reasonable care to monitor and oversee the treatment which is prescribed and administered by nurses and other health care professionals practicing at the facility; monitor and oversee the qualifications, competency, and compliance with their policies and the applicable standards of care of the physicians, nurses and technicians and other health care professionals practicing at the facility; monitor and oversee the selection and retention of nurses and other health care professionals practicing at the facility; monitor and oversee the compliance of all employees, agent and apparent agents with safety standards the facility health care provider voluntarily agreed to abide by, including 42 USC Ch. 4, Part 482, MD Health-Gen. § 19-301 (2018), and COMAR 10.09.92;

- a. Adopt and implement policies which did not interfere with the best judgment of physicians, nurses, or other health care professionals practicing at the facility;
- b. Adopt and implement policies which did not require physicians, nurses, or other health care professionals practicing at the facility to exceed their scope of practice or their duties to patients.

The Health Care Providers also had non-delegable fiduciary duties to Caleb Paramo, including but not limited to the duties set forth in the ensuing paragraphs of this Complaint.

18. Frederick Memorial Hospital and its managerial employees, agents and apparent agents, including but not limited to Dr. Helmbrecht, had the non-delegable fiduciary duty to Caleb

Paramo to exercise direct management control of the facility on a full-time basis, to develop and implement policies for the management and operation of the facility, to train employees concerning those policies and their job duties, and specifically to ensure that the following duties owed to Caleb Paramo were met by its employees:

- a. That patient services were provided in accordance with all applicable local, state and federal regulations and codes and in accordance with acceptable standards of practice applicable to professionals providing patients services in the facility, and specifically that services provided or arranged by the health care providers for Caleb Paramo met professional standards of quality and were provided by qualified persons;
- b. That facility staff (both professional and non-professional including employees, agents, apparent agents, and/or independent contractors) were properly hired in sufficient numbers, screened, trained, and supervised; and that all staff was competent and fit to provide custodial and nursing care for the health, safety, and proper care of hospital patients;
- c. That a comprehensive assessment of the patient's needs was promptly conducted and conducted again after a significant change in his physical or mental condition, which assessment was used to develop, review, and revise his comprehensive plan of care;
- d. That Caleb Paramo received, and that the health care providers provided, the necessary care and services to attain or maintain the patient's highest practicable physical, mental and psychosocial well-being.

19. Frederick Memorial Hospital held itself out to the Maryland Department of Health and/or the public at large and/or Caleb Paramo and Caleb Paramo's family specifically, as being skilled in the performance of nursing, surgical, labor and delivery, rehabilitative and other medical support services; Properly staffed, supervised and equipped to meet the total needs of its patients; able to specifically meet the nursing, medical, pharmacological, and monitoring of Caleb Paramo and other patients like Caleb Paramo; and licensed by the Maryland Department of Health as complying on a continual basis with all rules, regulations and standards established for hospitals in Maryland.

20. Frederick Memorial Hospital held itself out to the Centers for Medicare Services and/or to the public at large and/or to Caleb Paramo and Caleb Paramo's family specifically, as being a hospital that meets the requirements of 42 USC Ch. 4, Part 482, MD Health-Gen. § 19-301 (2018), and COMAR 10.09.92. and other federal and state statutes and regulations.

21. At all times relevant hereto Health Care Providers agreed to provide to Caleb Paramo (and his mother Yasmin Hidalgo) appropriate care and treatment. Accordingly, Health Care Providers owed a duty to Caleb Paramo (and his mother Yasmin Hidalgo) to exercise the degree of skill and care expected of reasonably competent health care providers in the monitoring, evaluation, assessment, and treatment in the same or similar circumstances.

FACTS COMMON TO ALL COUNTS

22. This claim arises from medical negligence committed by Frederick Memorial Hospital and Simmonds, Martin & Helmbrecht, LLP. That negligence resulted in Caleb Paramo suffering a devastating permanent brachial plexus injury during his birth.

23. On or around August 14, 2017, Yasmin Hidalgo, a 34-year-old female, conceived her second son and received prenatal care and management at Simmonds, Martin & Helmbrecht, LLP. Similar to her first pregnancy, Yasmin had gestational diabetes.

24. On or around April 24, 2018, Yasmin Hidalgo was treated at Simmonds, Martin & Helmbrecht, LLP, by obstetric gynecologist Gary D. Orr, M.D. At the time of the routine prenatal visit Yasmin was thirty-six (36) weeks pregnant.

25. During this consultation, Dr. Orr performed a physical exam on Yasmin and noted an expected fetal weight of greater than the 99th percentile at 32 weeks. Additionally, Dr. Orr educated Yasmin on anesthesia/analgesia plans.

26. Upon information and belief, throughout Yasmin's prenatal care and treatment at Simmonds, Martin & Helmbrecht, LLP, she frequently expressed that she wanted a cesarean section delivery. Among other things, her desire was driven by having delivered a large baby in her prior pregnancy and carrying a large baby again during the instant pregnancy. During these conversations, Yasmin explicitly explained that she had a difficult delivery with her first child, whereby her son's head got stuck on her pelvic bone and required a vacuum delivery, and informed her physicians of the importance of her request to deliver via cesarean section this time, as she did not want to go through the same complications and risk her baby's health unnecessarily.

27. On or around April 26, 2018, Yasmin visited Maryland Perinatal Associates, where a comprehensive basic ultrasound was performed. Obstetric gynecologist Jonathan Hodor, D.O. documented the following:

Fetal weight calculation:

EFW 4,091 g >99%

EFW 9 lb 0 oz

This fetus is [LARGE FOR GESTATIONAL AGE] w/accelerated growth. EFW is ~ 4091g. If [ESTIMATED FETAL WEIGHT] is \geq 4500g at 39 weeks' [GESTATIONAL AGE] would advise PRIMARY [CESAREAN SECTION]. All

biometry is LARGE. Her son was also large w/large [biparietal diameter]/[head circumference].

She had difficulty delivering her son vaginally and he was 8lbs 7 oz. **Certainly may need to review option for ELECTIVE CS if anticipated difficult vaginal delivery.**

...

GDM

Managed by SMH Ctd

[Blood sugar] well controlled on diet alone.

This fetus is [LARGE FOR GESTATIONAL AGE]. Close surveillance for LABOR DYSTOCIA

...

Growth accelerated/Testing appropriate for GA

28. On or around April 27, 2018, at or around 2:00 AM, Yasmin began to experience contractions and her membranes had ruptured. Upon information and belief Yasmin called her obstetric gynecologist Thomas W. Martin, M.D. At the time of her call, Dr. Martin was working at Frederick Memorial Hospital. Dr. Martin stated that he did not believe her membranes had ruptured but recommended that she visit the hospital for further investigation.

29. Shortly thereafter, Yasmin Hidalgo travelled to Frederick Memorial Hospital. After being admitted to the hospital, Dr. Martin advised Yasmin that his shift was ending and that Kalpana M. Helmbrecht, M.D. would be managing her care and/or delivering her child.

30. Upon information and belief during preliminary discussions between Yasmin and Dr. Helmbrecht, Yasmin again expressed her preference to undergo a cesarean section especially if her baby was greater than eight pounds, emphasizing complications associated with her first delivery. During that time, Dr. Helmbrecht stated that she did not believe that the baby was greater than eight pounds.

31. At or around 9:14 AM, after approximately seven hours of labor, Caleb was delivered vaginally. Yasmin's sister, Carmen Flores, was present at the time of Caleb's birth. During the delivery a shoulder dystocia was encountered. Based on the medical records, Dr.

Helmbrecht attempted to resolve the shoulder dystocia, by placing Yasim in the McRobert's position, however, Dr. Helmbrecht was unable to relieve the shoulder dystocia. Dr. Helmbrecht applied suprapubic pressure, without success. At that time, Dr. Helmbrecht called for additional assistance. Dr. Min and approximately six nursing staff arrived at the delivery room. The nurses continued applying suprapubic pressure and manipulating Yasmin's legs. Dr. Min and Dr. Helmbrecht, working together, applied excessive downward traction and pulled on the baby's neck. Eventually, Caleb Paramo's posterior arm was delivered, followed by the anterior arm and body. Caleb's weight was recorded as approximately 10 lbs, 9.7 ounces.

32. Immediately after being delivered, Caleb was transferred to the NICU. During that time, it was clear that Caleb had sustained significant injuries to his neck, arm and chest.

33. On April 27, 2018, at or around 4:21 PM, Dr. Helmbrecht documented the following:

"The patient delivered a liveborn male infant in the LOA presentation. The patient was placed flat in the bed and in the McRoberts positioning for delivery of the shoulder which was not happening, and therefore suprapubic pressure was applied. At this point, the shoulder was not delivering, and I called for extra help for shoulder dystocia diagnosis. Dr. Min came and the nursing team came in to assist in the delivery. Dr. Min attempted to deliver the posterior arm without success. I then again attempted to deliver the posterior arm, and the posterior arm was delivered, anterior shoulder was then delivered and the rest of the body was delivered. Neonatology were in attendance for the delivery as the patient had a history of gestational diabetes and she was preterm 36 and 4/7 weeks. The infant delivered at a weight of 10 pounds 9.7 ounces. Apgar scores were 2 at one minute, 6 at five minutes. The patient was taken to the neonatal Intensive care unit in stable condition. Placenta delivered without difficulty spontaneously and intact. A 2nd-degree perineal laceration was repaired with 2-0 chromic in the usual layers. The patient was given Pitocin after delivery for uterine contraction."

34. In the NICU department, neonatologist Misrak Tadesse, M.D. assessed Caleb and noted the following:

"DELIVERY HISTORY:

The infant was born via normal spontaneous vaginal delivery with vertex presentation. However, this was an extremely difficult extraction with shoulder dystocia. Apgar scores were 2 at one minute, 6 at 5 minutes and 8

at 10 minutes. Delivery room care resuscitation included infant was brought to the warmer pale, not moving, required PPV. In addition had very poor perfusion. He was transitioned to CPAP of 5 once spontaneous respiration resumed at~ 2.5 minutes of life. Maximum oxygen was 30%. Infant was brought to the NICU on CPAP of 5 at 30%. In the delivery room, infant was noted to have significant bruising throughout. In addition, he was not moving neither the right nor the left upper extremity.

...

IMPRESSION:

1. Preterm male infant at 36 and 4/7ths weeks' gestation
2. LGA
3. Hypovolemic shock
4. Perinatal depression
5. **Left Brachial plexus palsy**

..."

35. After his birth, Caleb Paramo was treated at Children's National Medical Center. He has since received extensive physical therapy, occupational therapy, and other treatment for his brachial plexus injury. Despite those treatments, and as a direct and proximate cause of the negligence by the Defendants, Caleb continues to suffer from very limited range of motion in his right arm and shoulder, among other issues related to his brachial plexus injury.

36. The care and treatment provided to Yasmin Hidalgo and Caleb Paramo by Frederick Memorial Hospital, Dr. Kalpana M. Helmbrecht, M.D., and Simmonds, Martin & Helmbrecht, LLC. Fell well below the standard of care, was the direct and proximate cause of Caleb Paramo's injuries, as well as the injuries to Jesus Paramo and Yasmin Hidalgo, all of which would have been avoided but for the negligence of the nursing staff and physicians caring for them, including but not limited to Dr. Helmbrecht and other staff at Frederick Memorial Hospital whose names are not readily discernable from the medical records received. Had Ms. Hidalgo been offered a cesarian section, an option that, on multiple occasions, she had expressly indicated to her health care providers was her intent, desire and preference, and which she would have chosen;

and had the C-Section been completed as dictated by the standard of care, Caleb would not have suffered the complications and birth injuries he now will have to live with for the rest of his life.

COUNT I
**(ORDINARY CORPORATE NEGLIGENCE – FREDERICK HEALTH HOSPITAL,
INC. D/B/A FREDERICK MEMORIAL HOSPITAL)**

37. Plaintiffs repeat, re-allege, adopt and incorporate by reference the above paragraphs of this Complaint as if fully set forth herein.

38. Health Care Provider Frederick Memorial Hospital breached its administrative duties to Frederick Memorial Hospital by:

- a. Failing to exercise ordinary care in monitoring and overseeing the treatment which was prescribed for and administered to the patient by physicians, nurses and other healthcare professionals practicing at the facility;
- b. Failing to exercise ordinary care in monitoring and overseeing the qualifications, competency, and compliance with its policies and the applicable standards of care of the physicians, nurses, and other healthcare professionals practicing at and rendering care to the patient at the hospital;
- c. Failing to exercise ordinary care in monitoring and overseeing the selection and retention of physicians, nurses and other health care professionals practicing at the facility;
- d. Failing to exercise ordinary care in monitoring and overseeing the compliance of all their agents with the safety standards that it voluntarily agreed to abide by, including but not limited to 42 USC Ch. 4, Part 482, MD Health-Gen.§ 19-301 (2018), and COMAR 10.09.92;

- e. Failing to exercise ordinary care by adopting and implementing policies which interfered with the best judgment of physicians, nurses and other health care professionals practicing at the facility and rendering care to the resident;
- f. Adopting and implementing policies which had the effect of requiring physicians, nurses, and other healthcare professionals practicing at the facility to exceed their scope of practice and/or their duties to patients;
- g. And other acts and omissions, which will be shown at the trial of this matter.

39. As a direct and proximate result of the Health Care Providers' negligence, including Dr. Helmbrecht, and multiple violations of the applicable standards of care, Caleb Paramo suffered, and will continue to suffer, from the following injuries, among others:

- a. Brachial plexus injury;
- b. Neurological disabilities;
- c. Physical impairment;
- d. Significant conscious pain and suffering;
- e. Emotional distress;
- f. He is and will be permanently dependent upon others for his care;
- g. He has and will continue to undergo serious and painful medical procedures;
- h. He has in the past and will in the future incur significant medical and other expenses that his parents are unable and/or unwilling to pay;
- i. His earning capacity has been severely diminished; and
- j. Other injuries and damages.

40. But for the Health Care Providers' negligence, neglect, and multiple violations of the applicable standards of care, Caleb Paramo would not have suffered the injuries, damages, and consequences as described above culminating in his untimely and otherwise preventable injuries.

WHEREFORE, the Plaintiffs request that judgment be entered in their favor against the Defendant Health Care Providers, and each of them, for compensatory damages in excess of Thirty Thousand Dollars (\$30,000.00), plus costs and such other and further relief as may be deemed appropriate.

COUNT II
**(NEGLIGENCE—MEDICAL MALPRACTICE —FREDERICK HEALTH HOSPITAL,
INC. D/B/A FREDERICK MEMORIAL HOSPITAL)**

41. Plaintiffs repeat, re-allege, adopt and incorporate by reference the above paragraphs of this Complaint as if fully set forth herein.

42. In its care and treatment of Caleb Paramo, the Health Care Provider owed Caleb Paramo a duty to exercise that degree of care and skill that a reasonably competent hospital and/or similar healthcare provider would have exercised under similar circumstances.

43. The Health Care Provider Frederick Memorial Hospital individually, directly and through its actual and/or apparent agents, servants and/or employees, doctors and staff, including but not limited to, Dr. Helmbrecht, who at all relevant times were acting within the scope of their authority and/or employment, owed Plaintiffs a duty to exercise reasonable care in their care and treatment and failed to act as reasonably competent health care providers would have acted under the same or similar circumstances, breached the aforesaid duty of care to Caleb Paramo, Jesus Paramo and Yasmin Hidalgo and was negligent in the following respects, amongst others:

- a. Failing to utilize the proper medical techniques during the vaginal delivery of Caleb Paramo;

- b. Failing to offer cesarean section for delivery given the medical risks, patient requests and potential outcomes;
- c. Failing to appropriately evaluate and appreciate the risk for shoulder dystocia;
- d. Failing to recognize and appropriately react to the shoulder dystocia;
- e. Failing to use the appropriate maneuvers to relieve the shoulder dystocia during the delivery;
- f. Using excessive downward traction in order to deliver Caleb Paramo;
- g. Failing to appropriately document the events of Caleb Paramo's birth;
- h. Failing to appreciate the significance of, and/or act upon Caleb Paramo's risk for shoulder dystocia;
- i. Failing to properly train and supervise the health care providers in caring for patients with shoulder dystocia;
- j. Failing to have and follow safe practices and maneuvers to relieve the shoulder dystocia;
- k. Failing to establish and/or follow appropriate policies, procedures, protocols, and practices to address properly the needs of patients such as Yasmin Hidalgo and Caleb Paramo;
- l. Failing to properly supervise and provide adequate training to its agents, servants, and/or employees;
- m. Failing to train and educate medical and nursing staff on the significance and risks or shoulder dystocia;
- n. Failing to have a policy to follow safe practices and maneuvers to relieve shoulder dystocia;

- o. Failing to have a policy to care for patients at risk of shoulder dystocia;
- p. Failed to perform a cesarean section on Yasmin Hidalgo as was medically appropriate given her medical conditions;
- q. Failed to perform a cesarean section on Yasmin Hidalgo as was requested;
- r. Failed to perform a cesarean section on Yasmin Hidalgo as was medically appropriate due to her, among other things, gestational diabetes and past medical history;
- s. Negligently delivered Caleb Paramo vaginally;
- t. Failed to consult other physicians specialized in the care of labor and delivery (high risk);
- u. Negligently failed to perform an emergency cesarean section after knowing that Caleb Paramo was in distress during delivery;
- v. Negligently delayed treatment to Plaintiff;
- w. Failed to communicate adequately among and with other Health Care Providers;
- x. Otherwise failed to provide appropriate health care to Plaintiffs; and
- y. Other negligent acts or omissions that may become apparent throughout the course of discovery.

44. Additionally, the Health Care Provider breached the aforesaid duty of care to Caleb Paramo and was negligent in the following respects, amongst others:

- a. Failing to adequately instruct, train, and/or supervise its agents, servants and employees;

- b. Failing to provide appropriately trained and skilled personnel to care for Caleb Paramo;
- c. Failing to establish and/or follow and/or enforce appropriate policies, procedures and/or protocols for management of a shoulder dystocia;
- d. Failing to establish and/or follow and/or enforce appropriate policies, procedures and practices to properly manage patients such as Caleb Paramo;
- e. Failing to properly credential, supervise and/or provide adequate training to agents, servants and/or employees, including those who cared for Caleb Paramo;
- f. Failing to have the appropriate staff, personnel and facilities to provide timely diagnosis and treatment of a surgical emergency.

45. As a direct and proximate result of the above-mentioned violations of the applicable standards of care by the Defendants' Hospital, Plaintiff suffers from, among other things:

- a. Brachial plexus injury;
- b. Neurological disabilities;
- c. Physical impairment;
- d. Significant conscious pain and suffering;
- e. Emotional distress;
- f. Disfigurement;
- g. He is and will be permanently dependent upon others for his care;
- h. Extreme pain, suffering, humiliation, discomfort, loss of function, loss of endurance and mental and emotional injuries;
- i. He has and will continue to undergo serious and painful medical

procedures;

- j. He has in the past and will in the future incur significant medical and other expenses that his parents are unable and/or unwilling to pay;
- l. His earning capacity has been severely diminished; and
- m. Other injuries and damages.

46. But for the Health Care Providers' negligence, neglect, and multiple violations of the applicable standards of care, Caleb Paramo would not have suffered the injuries, damages, and consequences as described above culminating in his untimely and otherwise preventable injuries.

WHEREFORE, the Plaintiffs request that judgment be entered in their favor against the Defendant Health Care Providers, and each of them, for compensatory damages in excess of Thirty Thousand Dollars (\$30,000.00), plus costs and such other and further relief as may be deemed appropriate.

COUNT III

(NEGLIGENCE—MEDICAL MALPRACTICE — SIMMONDS, MARTIN, HELMBRECHT, LLC)

47. Claimants repeat, re-allege, adopt, and incorporate by reference the above paragraphs of this Statement of Claim as if fully set forth herein.

48. In their care and treatment of Caleb Paramo, the Health Care Provider owed Caleb Paramo a duty to exercise that degree of care and skill that a reasonably competent physician and/or similar healthcare provider would have exercised under similar circumstances.

49. The Health Care Provider Simmonds, Martin, Helmbrecht, LLC, directly and through its actual and/or apparent agents, servants and/or employees, including but not limited to, Dr. Helmbrecht who at all relevant times were acting within the scope of their authority and/or employment, owed Plaintiffs a duty to exercise reasonable care in their care and treatment and

failed to act as reasonably competent health care providers would have acted under the same or similar circumstances, breached the aforesaid duty of care to Caleb Paramo, Jesus Paramo and Yasmin Hidalgo and was negligent in the following respects, amongst others:

- a. Failing to utilize the proper medical techniques during the vaginal delivery of Caleb Paramo;
- b. Failing to offer cesarean section for delivery given the medical risks, patient requests and potential outcomes;
- c. Failing to appropriately evaluate and appreciate the risk for shoulder dystocia;
- d. Failing to recognize and appropriately react to the shoulder dystocia;
- e. Failing to use the appropriate maneuvers to relieve the shoulder dystocia during the delivery;
- f. Using excessive downward traction in order to deliver Caleb Paramo;
- g. Failing to appropriately document the events of Caleb Paramo's birth;
- h. Failing to appreciate the significance of, and/or act upon Caleb Paramo's risk for shoulder dystocia;
- i. Failing to properly train and supervise the health care providers in caring for patients with shoulder dystocia;
- j. Failing to have and follow safe practices and maneuvers to relieve the shoulder dystocia;
- k. Failing to establish and/or follow appropriate policies, procedures, protocols, and practices to address properly the needs of patients such as Yasmin Hidalgo and Caleb Paramo;

- l. Failing to properly supervise and provide adequate training to its agents, servants, and/or employees;
- m. Failing to train and educate medical and nursing staff on the significance and risks of shoulder dystocia;
- n. Failing to have a policy to follow safe practices and maneuvers to relieve shoulder dystocia;
- o. Failing to have a policy to care for patients at risk of shoulder dystocia;
- p. Failing to perform a cesarean section on Yasmin Hidalgo as was medically appropriate given her medical conditions;
- q. Failing to perform a cesarean section on Yasmin Hidalgo as was requested;
- r. Failing to perform a cesarean section on Yasmin Hidalgo as was medically appropriate due to her gestational diabetes and past medical history;
- s. Negligently delivering Caleb Paramo vaginally;
- t. Failing to consult other physicians specialized in the care of labor and delivery (high risk);
- u. Negligently failing to perform an emergency cesarean section after knowing that Caleb Paramo was in distress during delivery;
- v. Negligently delaying treatment to Plaintiff;
- w. Failing to communicate adequately among Health Care Providers;
- x. Otherwise failing to provide appropriate health care to Plaintiffs; and
- y. Other negligent acts or omissions that may become apparent throughout the course of discovery.

50. Additionally, the Health Care Provider breached the aforesaid duty of care to Caleb Paramo and was negligent in the following respects, amongst others:

- a. Failing to adequately instruct, train, and/or supervise its agents, servants and employees;
- b. Failing to provide appropriately trained and skilled personnel to care for Caleb Paramo;
- c. Failing to establish and/or follow and/or enforce appropriate policies, procedures and/or protocols for management of a shoulder dystocia;
- d. Failing to establish and/or follow and/or enforce appropriate policies, procedures and practices to properly manage patients such as Caleb Paramo;
- e. Failing to properly credential, supervise and/or provide adequate training to agents, servants and/or employees, including those who cared for Caleb Paramo;
- f. Failing to have the appropriate staff, personnel and facilities to provide timely diagnosis and treatment of a surgical emergency.

51. As a direct and proximate result of the Health Care Providers' negligence, including Dr. Helmbrecht, and multiple violations of the applicable standards of care, Caleb Paramo suffered and will suffer the following injuries, among others:

- a. Brachial plexus injury;
- b. Neurological disabilities;
- c. Physical impairment;
- d. Significant conscious pain and suffering;
- e. Emotional distress;

- f. Disfigurement;
- g. He is and will be permanently dependent upon others for his care;
- h. Extreme pain, suffering, humiliation, discomfort, loss of function, loss of endurance and mental and emotional injuries;
- i. He has and will continue to undergo serious and painful medical procedures;
- j. He has in the past and will in the future incur significant medical and other expenses that his parents are unable and/or unwilling to pay;
- l. His earning capacity has been severely diminished; and
- m. Other injuries and damages.

52. But for the Health Care Providers' negligence and multiple violations of the applicable standards of care, Caleb Paramo would not have suffered the injuries, damages, and consequences as described above culminating in his untimely and otherwise preventable injuries.

WHEREFORE, Claimants bring this action against the Health Care Providers' and seeks damages that will adequately and fairly compensate them, plus costs and such other and further relief as may be deemed appropriate.

COUNT IV
(NEGLIGENCE—MEDICAL MALPRACTICE — KALPANA M. HELMBRECHT, M.D.)

53. Claimants repeat, re-allege, adopt and incorporate by reference the above paragraphs of this Statement of Claim as if fully set forth herein.

54. In her care and treatment of Caleb Paramo, the Health Care Provider owed Caleb Paramo a duty to exercise that degree of care and skill that a reasonably competent physician and/or similar healthcare provider would have exercised under similar circumstances.

55. The Health Care Provider Dr. Helmbrecht breached the aforesaid duty of care to Caleb Paramo and was negligent in the following respects, amongst others:

- a. Failing to utilize the proper medical techniques during the vaginal delivery of Caleb Paramo;
- b. Failing to appropriately evaluate and appreciate the risk for shoulder dystocia;
- c. Failing to recognize and appropriately react to the shoulder dystocia
- d. Failing to use the appropriate maneuvers to relieve the dystocia during the delivery;
- e. Using excessive downward traction in order to deliver Caleb Paramo;
- f. Failing to appropriately document the events of Caleb Paramo's birth;
- g. Failing to appreciate the significance of, and/or act upon Caleb Paramo's risk for shoulder dystocia;
- i. Failing to timely react to known surgical emergencies;
- j. Failing to communicate adequately among Health Care Providers; and
- k. Other negligent acts or omissions that may become apparent throughout the course of discovery.

56. As a direct and proximate result of the Health Care Providers negligence, and multiple violations of the applicable standards of care, Caleb Paramo suffered and will suffer the following injuries, among others:

- a. Brachial plexus injury;
- b. Neurological disabilities;
- c. Physical impairment;
- d. Significant conscious pain and suffering;

- e. Emotional distress;
- f. He is and will be permanently dependent upon others for his care;
- g. He has and will continue to undergo serious and painful medical procedures;
- h. He has in the past and will in the future incur significant medical and other expenses that his parents are unable and/or unwilling to pay;
- i. His earning capacity has been severely diminished; and
- j. Other injuries and damages.

57. But for the Health Care Providers negligence and multiple violations of the applicable standards of care, Caleb Paramo would not have suffered the injuries, damages, and consequences as described above culminating in his untimely and otherwise preventable injuries.

WHEREFORE, the Plaintiffs request that judgment be entered in their favor against the Defendant Health Care Providers, and each of them, for compensatory damages in excess of Thirty Thousand Dollars (\$30,000.00), plus costs and such other and further relief as may be deemed appropriate.

COUNT V

(LOSS OF PRE-MAJORITY MEDICAL EXPENSES – JESUS PARAMO & YASMIN HIDALGO)

58. Claimants repeat, re-allege, adopt and incorporate by reference the above paragraphs of this Statement of Claim as fully set forth herein.

59. Jesus Paramo and Yamin Hidalgo join this action claiming Caleb Paramo's loss of pre-majority medical expenses.

60. In their care and treatment of Caleb Paramo, the Defendant Health Care Providers owed Caleb Paramo a duty to exercise that degree of care and skill that a reasonably competent physician and/or similar healthcare provider would have exercised under similar circumstances.

61. The Health Care Providers' breached the aforesaid duty of care to Caleb Paramo and were negligent.

62. As a direct and proximate result of the Health Care Providers' negligence, including Dr. Helmbrecht, and multiple violations of the applicable standards of care, Caleb Paramo suffered and will suffer the following injuries, among others:

- a. Brachial plexus injury;
- b. Neurological disabilities;
- c. Physical impairment;
- d. Significant conscious pain and suffering;
- e. Emotional distress;
- f. He is and will be permanently dependent upon others for his care;
- g. He has and will continue to undergo serious and painful medical procedures;
- h. He has in the past and will in the future incur significant medical and other expenses that his parents are unable and/or unwilling to pay;
- i. His earning capacity has been severely diminished; and
- j. Other injuries and damages.

63. But for the Health Care Providers' negligence and multiple violations of the applicable standards of care, Caleb Paramo would not have suffered the injuries, damages, and consequences as described above culminating in his untimely and otherwise preventable injuries.

64. As a result of these injuries, Jesus Paramo and Yasmin Hidalgo, have in the past and will in the future continue to be financially responsible for Caleb Paramo's pre-majority medical expenses. Jesus and Yasmin are unable and/or unwilling to pay for medical expenses associated with the preventable injuries that their son has sustained as a result of the Health Care Providers' negligence.

WHEREFORE, the Plaintiffs request that judgment be entered in their favor against the Defendant Health Care Providers, and each of them, for compensatory damages in excess of Thirty Thousand Dollars (\$30,000.00), plus costs and such other and further relief as may be deemed appropriate.

Respectfully Submitted,

Date:

MILLER STERN LAWYERS, LLC
DANIEL J. MILLER, ESQ.
Email: dan@millersternlawyers.com
CPF#: 0812170288
KEVIN D. STERN, ESQ
Email: kevin@millersternlawyers.com
CPF#: 1112150172
2800 Quarry Lake Drive, Suite 280
Baltimore, MD 21209
(410) 529-3476
(410) 529-2450 (f)

BERMN, SOBIM, GROSS, FELDMAN &
DARBY, LLP
KENNETH M. BERMAN, ESQ.
Email: kberman@bsglaw.com
CPF#: 8205010028
CATHERINE WOOLLEY, Esq.
Email: cwoolley@bsglaw.com
CPF#:
1301 York Road, Suite 600
Lutherville, MD. 21093
(410) 769-5434
(410) 769-9200 (f)

DEMAND FOR JURY TRIAL

The Plaintiffs request that the claims in this case be tried by a jury.

Daniel J. Miller, Esquire