No. 19-6498

IN THE

SUPREME COURT OF THE UNITED STATES

Andrea Rene'e Tootle
— PETITIONER
(Your Name)

vs.

Nia Banks and Beaux Art Institute of Plastic Surgery
— RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

U.S. Court of appeals, 4th Circuit U.S. Courthouse Annex, 5th Floor, #501, 1100 East Main Street, Richmond, VA. 23219
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Andrea Rene'e Tootle
(Your Name)

7020 Southmoor Street, #2104
(Address)

Hanover, Maryland. 21076
(City, State, Zip Code)

443-273-6057
(Phone Number)

Questions Presented

1. Is defendant liable for HARM, MAIME, DISFIGUREMENT, MISUSE PATIENT TRUST, USE EXTREME CARE, PRACTICE OUTSIDE THE REALM OF PLASTIC SURGERY, FAIL TO PERFORM STANDARD CARE FOR CELLULITIS/ABSCESS, AND PERFORM A SURGERY WITHOUT CONSENT by removing right breast tissue expander THAT WAS NOT INFECTED?

2. WHAT FORESEEABLE HARM caused TO PLAINTIFF DID THE Defendant consider before removing A "NOT" INFECTED TISSUE EXPANDER FROM PLAINTIFF'S RIGHT BREAST?

3. DID defendant HAVE AUTHORIZATION/Consent TO REMOVAL TISSUE EXPANDER **DUE TO PAIN**?

4. DID defendant USE STANDARD CARE WHEN TREATING THE PLAINTIFF ON JUNE 25, 2012 when removing an abscess at bedside?

5. DID defendant USE STANDARD CARE WHEN TREATING PLAINTIFF ON JUNE 28, 2012, without consent, BY REMOVING THE RIGHT BREAST TISSUE EXPANDER?

6. DID Defendant CONSULT WITH Plaintiff's RADIATION DOCTOR BEFORE REMOVING TISSUE EXPANDER?

7. What is standard care for breast **cellulitis** on not radiated skin? on radiated skin?

8. What is standard care for breast **abscess** on not radiated skin? on radiated skin?

9. How IS HEALING impacted on radiated skin?

10. What is standard care for breast cellulitis and abscess on radiated skin?

11. What percentage of breast cancer patients are affected with infections before, during, and after conservation therapy, like radiation? High or Low %

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12. What medical action of duty constitutes extreme care for the treatment of cellulitis and abscess on NOT radiated skin?

13. What is the best way to medically manage a treatment-related problem for pain associated with radiated skin, cellulitis, and abscess I/D?

14. Did the defendant practice care outside the speciality of plastic surgery when removing the tissue expander from plaintiff's radiated right breast?

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15. Why did the Plaintiff go to the emergency room?

16. What was the Plaintiff's duty of care to protect from harm?

17. Why was the Plaintiff admitted to the hospital?

18. What were the Plaintiff's symptoms and signs indicating cellulitis?

19. How was cellulitis identified and treated?

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20. What contributed to the Plaintiff developing cellulitis & abscess?

21. How deep was the Plaintiff's cellulitis infection? superficial or deep layer

22. What alternatives are available for treating cellulitis and/or abscess?

23. What was the root cause of pain?

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24. How was the Plaintiff's abscess treated?

25. Where was treatment for Plaintiff's abscess administered?

26. What is I and D at bedside as stated on June 25, 2012 consultation?

27. Why was a bedside I and D performed, rather than in Operating Room?

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28. How do tissue expanders (plastic) get infected?

29. What percentage of patients are affected by infections of tissue expander (implants)?

30. How would removing a tissue expander from breast help reduce pain?

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31. What was the defendants' duty of care when treating cellulitis, abscess, and questionable infection of tissue expander?

32. How did the plaintiff respond to I/V antibiotic therapy in the hospital?

33. How did defendant provide standard care for cellulitis to the Plaintiff?

34. Why did defendant write a false medical progress note and operative report found in plaintiff's medical file claiming consultation with plaintiff about radiation burn, or pain?

35. When defendant claims removal of tissue expander will reduce pain, how might the pain be reduced?

36. Did defendant's claim to reduce pain (as noted on false progress note) by removal of tissue expander come byway of plaintiff's **radiation doctor**?

37. Was the defendant qualified and trained, in the field of radiation, to assess radiation burn, pain, and treatment?

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38. What classifies a legal medical document?

39. How did treatment plans and progress notes get updated in Plaintiff's hospital medical records by defendant for treatment on June 25 - 29, 2012?

40. How did defendant document each visit/consultation/treatment (legally) in patient's medical records for distribution from hospital Medical Records Department?

41. How did defendant annotate Consultation Report for June 25, 2012 I and D? handwritten, or **dictated and transcribed electronically** in hospital computer record system

42. How did defendant input computer generated June 25, 2012 Consultation Report?

43. When was June 25, 2012 Consultation Report dictated/recorded electronically for Medical Record Transcription: before, during, or after medical procedure?

44. Why did defendant electronically dictate care/treatment and consultation procedure on June 25, 2012, and handwrite progress note on June 27, 2012?

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45. A doctor's visit is recorded when progress notes are updated, dictated, and transcribed electronically. Why did the defendant update visit on June 27, 2012 after October 2012 with a handwritten progress note?

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46. Did defendant conduct a pre-surgery consultation to remove right breast tissue expander from plaintiff giving options for standard care during the claimed June 27, 2012 consultation?

47. What time and date did defendant conduct a pre-surgery consultation with plaintiff?

48. How was defendant's pre-surgery consultation assessment recorded? before, during or after consultation

49. Why does hospital Authorization to Proceed form, signed by plaintiff, indicate this is not an **elective procedure**, and must be performed?

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50. What proof, other than handwritten progress note found after October 15, 2012, does defendant or hospital have to prove plaintiff was consulted and given options prior to discharge, as claimed in progress note?

51. Why did defendant hand write "claimed" Progress Note for June 27, 2012 medical Consultation with plaintiff to remove tissue expander, instead of dictating Progress Note electronically?

52. If in fact the June 27, 2012 consultation took place, why did the defendant charge the plaintiff $40 copay?

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53. When did handwritten, June 27, 2012, Progress Note appear in Plaintiff's medical Record?

54. How did hospital **Medical Records Department** and **Director of Doctors** fail to find <u>any</u> progress notes on June 27, 2012 by defendant when requested by plaintiff on October 5 & 10, 2012?

55. When was the handwritten progress note accessible to Medical Records?

56. Why did defendant fail to update plaintiff's medical record with dictated medical record transcription detail for June 27, 2012 "claimed" consultation?

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57. Why didn't defendant provide discovery of June 27, 2012 claimed consultation in Answer to Claim?

58. What is hospital policy for Medical Record computer access after discharge?

59. Why do hospitals have a time limit of 14 day access to plaintiff's medical records for updates after discharge?

60. Why didn't handwritten Progress Note become an electronically dictated Consultation Report prior to plaintiff's discharge? (as with June 25, 2012 Consultation)

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61. Who is Plaintiff's medical insurer?

62. How did plaintiff's medical insurer compensate defendant for June 27, 2012 consultation?

63. What insurance company was billed for June 27, 2012 consultation?

64. Did defendant get prior authorization from medical insurer to remove right breast tissue expander?

65. Why was the paid amount for June 28, 2102 reduced from $1,200.00?

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66. How could plaintiff make a sound medical decision if defendant says removal of tissue expander was required due to pre diagnosis of infection on June 28, 2012 Operative Report?

67. Why was tissue expander removed from plaintiff's right breast?

68. Was tissue expander infected as claimed in pre diagnosis?

69. When the defendant's pre diagnosis was determined to be incorrect, why did defendant proceed with removing the tissue expander that was not infected?

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70. What is defendants' pre diagnosis on hospital Operative Report dated June 28, 2012?

71. What is defendants' post diagnosis on hospital Operative Report dated June 28, 2012?

72. What authorized defendant to remove a "Not Infected" tissue expander from right breast of plaintiff?

73. Who gave consent to remove a "Not Infected" right breast tissue expander?

74. What procedure did defendant say was necessary?

75. Why did plaintiff require removal of right tissue expander?

76. What was plaintiff's understanding as to "WHY" right breast tissue expander required removal, according to hospital's authorization of proceed?

77. What written consent was given to defendant prior to removal of Plaintiff's pre diagnosed infected tissue expander based on June 25, 2012 consultation?

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78. When did the defendant demonstrate gross negligence and injure the plaintiff?

79. Why was extreme care used by defendant when defendant made removal of right tissue appear required based on pre diagnosis, when it was not necessary?

80. What impact did removal of right breast tissue expander invoke on plaintiff's enjoyment of life, care of wound, healing, medical care, and financial expenses?

81. What effect did removing a not infected tissue expander have on healing for the plaintiff?

82. Which treatment is extreme care for cellulitis/abscess: antibiotic therapy or removal of tissue expander?

83. Did defendant use standard care or extreme care when treating plaintiff June 28, 2012?

84. When did defendant become liable for injury to plaintiff?

85. Did plaintiff suffer from pain upon being admitted to the hospital?

86. How might pain increase after I and D, and hole cut into breast?

87. How might pain and care increase after removal of tissue expander with daily wound packing and specialized wound care?

88. How would leaving a gaping wound and removing a tissue expander reduce pain for the plaintiff?

89. Why didn't defendant remove fluid from expander, as done in office visit, rather than use extreme care by removing right breast tissue expander, which prior knowledge to defendant would cause greater pain, maim and disfigure plaintiff?

90. What was the defendant's estimated healing after removal of tissue expander from radiated skin?

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91. Why did hospital floor doctor write in plaintiff's medical record to discharge with antibiotic on June 27, 12012 @1333, and transcribe Consultation Report on June 28, 2012 @ 0942 prior to removal?

92. Why did defendant ignore progress note and Consultation Report to discharge on June 28, 2012 with antibiotics?

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93. How much did defendant bill plaintiff's medical insurer for June 28, 2012 injury?

94. How much did plaintiff's medical insurer pay defendant for June 28, 2012 injury?

95. Why was insurer reduce payment from $1,240 to $385.00 for June 28, 2012 removal of tissue expander?

How much did plaintiff's medical insurer pay defendant for June 27, 2012 consultation?

96. If tissue expander was "NOT" infected, why did defendant proceed to remove right breast tissue expander from breast cancer patient?

97. How did defendant classify removal of right breast tissue expander, necessary or elective?

98. Why did defendant invoice plaintiff $40.00 copay when plaintiff was admitted to hospital June 24-29, 2012?

99. What proof does defendant have that plaintiff gave consent to remove a "NOT" infected tissue expander due to pain?

100. Why did removal of right tissue expander require specialized medical care for non healing wound?

101. What medication was used to help reduce plaintiff's pain after removal?

102. Did defendant refuse to prescribe opioid pain medication to plaintiff after discharge?

103. Why did defendant refuse plaintiff's request to prescribe Diluadid, and other opioids for plaintiff's extreme pain?

104. How much increased pain, care, and treatment did plaintiff endure after I and D at bedside?

105. How much **more increased** pain, care, and treatment did defendant cause plaintiff to endure after major invasive surgery, like removal of a "not infected" right breast tissue expander?

106. How did plaintiff know removing right tissue expander would damage right conservation breast?

107. How did defendant inform plaintiff that removal of right tissue expander would completely destroy conservation of breast symmetry, and cause extreme pain and suffering with disfiguration, maiming, and serious injury?

108. How much pain was plaintiff in upon entering hospital for treatment June 24, 2012?

109. How much increased pain did defendant cause by removing right tissue expander?

110. How would the plaintiff make a sound medical decision if plaintiff was not consulted by defendants on June 27, 2012, and left to believe removal was required due to infection?

111. Why would plaintiff write on authorization to proceed, "remove right tissue expander due to infection?"

112. Did defendant have prior knowledge she was seriously injuring the plaintiff by removing the right tissue expander that was not infected?

113. What if defendants" "claimed" handwritten Progress Note never occurred on June 27, 2012, what impact would plaintiff unknowingly experience and suffer?

114. How would knowing right tissue expander was "Not" infected and did not require removal impact care, treatment, and suffering by plaintiff?

115. How would defendant benefit from removal of right tissue expander decision?

116. How did the plaintiff find out the pre diagnosis of "infection" was incorrect, and did not require removal?

117. How did plaintiff respond to defendants' incorrect pre diagnosis of "infection" on June 28, 2012 (while under anesthesia during surgery) to authorize removal of "not" infected tissue expander?

118. Why didn't defendant leave tissue expander in place after seeing it was "not infected"?

119. What other options did defendant have after realizing error in judgment and misdiagnosis on June 28, 2012 surgery to remove tissue expander?

120. Why did defendant continue with plan to harm plaintiff and remove right tissue expander, if it was "Not" infected?

121. Did defendant have authorization to perform the surgery?

122. How was the plaintiff harmed by removing a "Not" infected tissue expander from less than 30 days after radiation therapy?

123. How much different would life and healing be for plaintiff if there was not a gaping wound on right breast/chest?

124. How would life and healing be different upon discharge from hospital retaining right breast tissue expander with antibiotic therapy for treatment of cellulitis/abscess?

125. Why did defendant defame and insult plaintiff's intelligence by being dishonest when defendant lied about consent/authorization to remove right breast tissue expander?

LIST OF PARTIES

[ ] All parties appear in the caption of the case on the cover page.

[X] All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Dr. Nia Banks
8116 Good Luck Road #215
Lanham, Maryland 20706

Beaux Arts Institute of Plastic Surgery
8116 Good Luck Road #215
Lanham, Maryland 20706

Medical Mutual
225 International Circle
Box 8016
Hunt Valley, Maryland 21030

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Jurisdiction

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B19	159	MD Courts and Judicial Proceedings code 5-109
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B27	167	MD Courts Articles and Judicial Proceedings code 3-2A-04 (2)(i) Adjudicated..on the issue of liability ..defendant files certificate of qualified expert attesting compliance.
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B35	175	MD Courts Articles and Judicial Proceedings code 6-201 Venue

Constitutional and Statutory Provisions Involved page 2

Plaintiff letter to Physicians Board (3 pages) – Physicians Board ruled did not find the doctor in violation of any misconduct of physician's duty and responsibility in accordance to the Maryland Medical Practice Act 14-411; May 16, 2016

Md. Code Ann., Cts.&Jud.Proc 5-109 – Defendant was notified immediately in October 2012. "Adults in Maryland must file either within Five Years of date when the injury was committed or three years of the date when the injury was reasonable discoverable, whichever is earlier?[1]

Md. Code Ann,. Cts,Jud. Proc 3-2A-01 Defines health care provider and Noneconomic damages generally, includes pain, suffering, inconvenience, physical impairments, disfigurement, and other non-monetary damages.

Md. Code Ann,. Cts,Jud. Proc 3-2A-02: Procedures; standard of care establishes that claims against "health care providers" must follow these rules. Also requires that claims for medical malpractice may not state an amount of damages, but may only say that the damages the claimant seeks are "more that the required jurisdictional amount.." continued site reference

Md. Code Ann,. Cts,Jud. Proc 3-2A-03 Health Care Alternative Dispute Resolution Office – This establishes the Health Care Alternative Dispute Resolution Office (HCADRO) as an executive branch, with a director appointed by the Governor with consent of the Senate.

Md. Code Ann,. Cts,Jud. Proc 3-2A-04 requires that medical parties arbitrate their claims before the Health Care Alternative Dispute Resolution Office (HCADRO) as a condition precedent to bring a lawsuit in Circuit Court.

[1] Key Medical Malpractice Laws/Maryland Med Mal Rules, Miller & Zois, LLC 2019, https://www.millerandzois.come/maryland-medical-malpractice-law.html

Constitutional and Statutory Provisions Involved cont. pg.3

Md. Code Ann,. Cts,Jud. Proc 3-2A-04 Filing Claim: appointment of arbitrators – The parties may engage in discovery (for example, interrogatories or depositions) as to the basis of the certificates. (Key Medical Malpractice Laws/ Maryland Med Mal Rules, 2019, Miller & Sois, LLC)

Md. Code Ann,. Cts,Jud. Proc 3-2A-04 If the defendant disputes liability, he is required to file a certificate of qualified expert with 120 days from the date of service of the Plaintiff's certificate.

Md. Code Ann,. Cts,Jud. Proc 3-2A-04 (Maryland informed consent law) no expert testimony is required to bring a medical malpractice action claiming lack of patient consent.

Md. Code Ann,. Cts,Jud. Proc 3-2A-05 This subtitle deals with the procedure of claims arbitration in HCADRO. Arbitration is seldom actually used; claimants typically waive arbitration and file in court.

Md. Code Ann,. Cts,Jud. Proc 3-2A-06: Review by Court – If party submits to arbitration, they may reject awards of any reason by filling a notice of rejection with 30 days after service of award, or within 10 days of the panel's decision on the application for modification ..The party may then file an action in court to nullify the award, and the case may proceed in from of a judge or jury.

Md. Code Ann,. Cts,Jud. Proc 3-2A-06C: Alternative dispute resolution – deals with a court's ability to order alternative dispute resolution for medical malpractice cases.

Md. Code Ann,. Cts,Jud. Proc 3-2A-06D: Supplemental certificate of qualified experts – Within 15 days after the close of discovery, each party must file a supplemental certificate of qualified expert. These supplemental certificates must include the expert's bases for defining the standard of care; qualifications to testify to the standard care; and a description of what the health care provider should have done.

Constitutional and Statutory Provisions Involved cont. pg. 4

Md. Code Ann,. Cts,Jud. Proc 3-2A-06D: Supplemental certificate of qualified expert – A plaintiff's supplemental certificate must include the injury, what the health care provider did wrong and what he should have done, and whether the breach in the standard of care caused the plaintiff's injury.

Md. Code Ann,. Cts,Jud. Proc 3-2A-06D: Many parties simply agree that no supplemental certificates will be required.

Md. Code Ann,. Cts,Jud. Proc 3-2A-08A: Offer of judgment – 45 days before trial, a party may serve an "offer of judgment."

In Maryland , the doctrine of Res iIpsa loquitur (Latin for "the thing speaks for itself')Aloows plaintiffs to bring lawsuits without expert testimony if the injury (1) is a kind that does not usually happen with negligence; (2) is caused by a instrumentality exclusively within the defendant's control; and (3) is not caused by an act or omission of the plaintiff.

Hospital records in medical malpractice cases in Maryland are admissible if expert testimony establishes they are "pathologically germane" to the physical condition which caused the patient to the hospital in the first place.

Venue is governed by Md. Code Ann., Cts.&Jud. Proc. 6-201

Statement of Case

Pursuant to legal resolution and compensation for liability, grossly negligence, and egregious actions of defendant by removing a "not" infected right tissue expander from plaintiff's right breast without consent. The defendant's actions greatly overstepped the bounders of care by the speciality of plastic surgery when giving medical advice relating to radiation burn, pain, and promise to reduce pain. Defendant had prior knowledge of intention to harm, maiming, and disfiguration plaintiff. The defendant is a plastic surgeon, medically trained, licensed and certified 11/13/2010 by the State of Maryland. Radiation and cancer treatment/care is not the defendants' medical knowledge, or training. Defendant was treating cellulitis and abscess, not pain. Plaintiff went to hospital in pain. How would removing the tissue expander relieve pain, if removal was not medically necessary? Plaintiff continued to have tenderness (along gaping hole in right breast) and defendant recommends cutting out an expander due to as radiation injury? Defendants claims in bogus handwritten Progress Notes, dated June 27, 2012 a diagnosis for relieving pain caused by a radiation injury.[2] In falsely claimed consultation, defendant guarantees relief of pain by removing tissue expander. As a plastic surgeon, diagnosing radiation burn and pain is outside defendant's scope of certified knowledge. The defendant's removal of tissue expander has caused harm

[2] Handwritten (Claimed) Progress Note, 1 page, June 27, 2012 (Appendix A54, page 94)

with excruciating pain, suffering, scaring, disfiguration, mutilation, severe breast/ chest damage, insurmountable health care costs, and asymmetrical body dysmorphic image of breast for Plaintiff.[3] The Defendant did not uphold duty of care when removing the tissues expander from radiated skin. The Defendant deviated from standard care for cellulitis and abscess.[4] The Defendants' negligence and intent to do harm was above ordinary care and misleads Plaintiff to believe removal of tissue expander was necessary.[5] In fact, removal of tissue expander was not necessary or required.[6] Ordinary standard care for cellulitis and abscess is antibiotic therapy. Defendants" incorrect operative pre diagnosis "infection" misleads Plaintiff.[7] The defendant is liable for removing the tissue expander, damage of breast symmetry, disfiguration, and caused the Plaintiff to suffer tremendously with: pain, massive medical care, exuberant medical expenses. The defendants" care after June 25, 2012 was not standard care and did not improve Plaintiff's pain. Defendant provided standard care when defendant cut abscess out

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[3] Sarah A. Mess, MD. LLC, Letter to Plaintiff along with before and after photos of deformity, damage, & result of Defendant's removing right tissue expander, August 5, 2013 (Appendix A78, page 118 & A79, page 119)

[4] Consultation Report, Modjtabai, Khodadad (2 pages), MD, June 28, 2012. (Appendix A70, page 110 & A71, page 111)

[5] Handwritten (Claimed) Progress Note, 1 page, June 27, 2012 (Appendix A54, page 94)

[6] Consultation, Hospital Records, discharge with antibiotics, dictated on June 28, 2012 @0942 and esign July 15, 2012 (A70, A71 page 110 &111, Doctor's Community Hospital, and June 27, 2012 @ 1331 (Appendix A69, page 109)

[7] Computerized Tomography and & ultrasound, Farahi-far, Rointan, June 25, 2012. (Appendix B55, page 195)

of rights breast skin leaving a 2" diameter hole in Plaintiff's right breast by I and D bedside[8]. Removal of the right tissue expander created other surmountable issues for the Plaintiff, and did not reduce pain.

Plaintiff had several verbal and written conversations with the defendant, defendants' legal advisor, and defendants' medical insurer.[9] Plaintiff assumed the defendant would own up injury and would correct medical records to reflect actual events. Plaintiff was wrong, and found out the defendant and legal team lack integrity, and the truth was not in them.[10] These documents demonstrate the Plaintiff's efforts and due diligence to resolve the issue and ensure accuracy of medical history. Defendants' legal advisor provided no defense, other than denial of claim and support that standard care was used.[11] The defendants' action directly caused increased pain, suffering, and need for high dose long term use of Dilaudid

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[8] Consultation Report, Dr. Banks, Doctor's Community , I /D, June 25, 2012 (Appendix A51-A53, pages 91-93)

[9] Correspondences between Defendant and Plaintiff, 13 pages ; Oct. 6, 2012 to Dr. Banks (Appendix A83 & A84, page 123 & 124), October 31, 2012 to Medical Mutual Claims Deprt (Appendix A85 - A87, page 125 - 127), November 15, 2012 & January 8, 2013 Micheal E. von Diezelski to Plaintiff (Appendix A88-A91, pages 128-131), March 16, 2013 (Appendix A92, page 132, March 22, 2013 Email to Michael E. von Diezelski, March 29, 2013 (appendix A93, page 133), Email to/from Michael E. von Diezelski April 3, 2013 (Appendix A94 - A96, page 134 - 136), Disclosure Request Fax Cover to Mr. von Diezelski (A100, page 140), September 25, 2013 Fax to Michael E. von Diezelski (Appendix B1, page 141), September 30, 2013 Fax to Michael E. von Diezelski (Appendix B2 & B3, pages 142, 143), October 2, 2013 Letter to Michael E. von Diezelski (Appendix B4 - B6, pages 144-146)

[10] Request from Plaintiff to Dr. Banks, 2 pages, October 6, 2012 (Appendix A83 & A84, pages 123 & 124)

[11] Letter from Defendant's legal advisor, 3 pages, January 8, 2013 (Appendix A89, page 129)

and Fentynal.[12] Removal of Plaintiff's right tissue expander from radiated breast required packing of wound by 82 year old mother at least once a day, sometime twice.[13] Defendants' legal advisor contents Plaintiff authorized "removal" of the tissue expander, but refuses to consider the WHY Plaintiff authorized removal? [14]

A diagnosis of an infected tissue expander requires removal according to defendant[15]. "Infection" of an expander requiring removal from breast is supported by another plastic surgeon (see John Hopkins 10/16/14, patient record).[16] This medical provider performed the plaintiff's Diep Flap reconstruction and was not involved in this case other than expert witness request. If a more extensive abscess around the prosthesis and periprosthetic infection was the condition, it would require removal of tissue expander which is standard care for infection. Hospital Operative Report on June 28, 2012 denotes pre diagnosis as "infection" around tissue expander, but post diagnosis states "No Infection.[17]" How would plaintiff

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[12] Letter to Regina Hampton, MD, Follow up visit with radiation Dr. Heater Lee, 2 pages, August 2, 2012 (Appendix A78 & A79, page 118 & 119)

[13] Beaux Art Progress Note (Plastic Surgery), Beaux Arts Institute of Plastic Surgery, Dr. Banks' first documentation of discussion with plaintiff about surgery July 6, 2012 (Appendix A80, page 120), Request to remove fluid from left breast to improve symmetry, and Dr. Banks packs wound with one 4x4 gauze instead of fully packing wound, July 24, 2012 (Appendix A81, page 121), Follow up appointment with Dr. Banks, August 21, 2012 (Appendix A82, page 122)

[14] Letter from Defendant's legal advisor, 3 pages, January 8, 2013 (Appendix A89-A91, pages 129-131)

[15] Hospital Record Consultation, June 25, 2012 @ 1302 (Appendix A52, page 92)

[16] Fax from Gedge Rosson's office, Patient Medical record, (1 page), October 6, 2014 (Appendix B12, page 152)

[17] Operative Report, Dr. Banks dictation, June 28, 2012 @ 1333. (Appendix A72, page 112)

discuss with defendant when preoperative diagnosis and post diagnosis are different, and after the pre diagnosis error was known? Plaintiff gave consent to remove tissue expander due to infection, not due to pain as clearly noted on Authorization for performance of operation form.[18] Defendants' legal advisor rejected plaintiff's settlement offers and now forces the highest court in the land to determine fault, harm, damages, and compensation.[19] Prevention of harm caused by the Defendant did not require a crystal ball defense. The plaintiff was already in pain, how would another unnecessary surgery help with pain? The defendant premeditated cause of action. Defendant was egregiously negligent and well aware of the pain, suffering, extensive healing time, medical care, and medical expenses removing the tissue expander would cause harm to the palintiff[20]. Defendant had prior knowledge that plaintiff was in pain already and willfully inflicted dire pain when defendant removed right tissue expander from right breast. The defendants' had medical knowledge of the impact removal of right breast tissue expander would greatly increase pain and suffering for plaintiff. Defendants' treatment and care was extreme and outside the speciality of plastic surgery. Defendant was aware plaintiff was already in pain from "claimed" radiation therapy injury and 2"

[18] Hospital Authorization to Proceed with surgery of not elective surgical procedure, June 27, 2012, (Appendix F, page 21)

[19] Letter from Defendant's legal advisor (Appendix A88-A91, pages 128-131)

[20] (False claim) June 27, 2012 Consultation 1 page, counterfeit handwritten Progress Note, June 27, 2012 @ 1345 (Appendix A54, page 94)

diameter hole in plaintiff's right breast from I and D of abscess[21]. Defendant's outstandingly bad action of care caused excruciating pain which required over four months of specialized wound care for non healing wound, surgery, and hospital stays.[22]

An Attorney for the plaintiff decided after 15 months to refuse the case because on the surface a periprosthetic infection would require removal[23] , thus leaving the plaintiff two months to file case, as self represented with the three year limitation to file with HCADRO[24]. Maryland law requires all medical malpractice cases claimed against a physician to go through a mediation third party; Health Care Dispute Resolution Office (HCADRO). There's no evidence, HCADRO director ever sent claim to Board of Physicians[25], which is a requirement according to MD Code 3-2A-04 (a)(1)(i). Additionally, HCADRO failed to serve to the health care provider by appropriate sheriff in accordance with MD Code 3-2A-04. The plaintiff was required to service of documents on defendant. The Maryland Health Care Alternative Dispute Resolution Office dismissed the claim without list of qualified arbitrators as required by MDCTS & Jud Pro Code 3-2A-03 (c) for lack of expert

[21] Hospital Record Consultation Report, Dr. Banks, June 28, 2012. (Appendix A52, page 92)

[22] Referral to Wound care, Plastic Surgery Consultation, Hospital Admission & Care Reports, September 13, 2012-October 5, 2012 (Appendix B57, page 197)

[23] Hospital Record Consultation Report, June 28, 2012, (Appendix A52, page 92)

[24] Maryland Courts and Judicial Proceedings Section 5-109, Justia Article, (Appendix B19, page 159)

[25]MD Code 3-2A-04 (1)(i), B25, page 165)

witness report (See Order April 5th HCADRO).[26] Although plaintiff provided HCADRO medical records and medical insurer's billing when filing, the office returned documents to plaintiff and did not considered (See October 15, 2015 letter from HCADRO) liability of harm.[27] Plaintiff conducted an extensive search to find a plastic surgeon who would certify harm.[28] The failure to file a qualified certificate was not willful nor the result of gross negligence on the part of the plaintiff and in accordance with MD Code 3-2A-40 (2) (ii) in lieu of dismissing the claim or action the panel chairman could adjudicate in favor of the claimant on the issue of liability.[29]. If the defendant disputes liability, then the defendant can file certificate of qualified expert attesting to compliance with standard care is not the proximate cause of alleged injury. The Court is well aware of the inability to get a doctor to go against another doctor, thus providing an expert who was willing to support plaintiff's claim was an endless search. In fact, in many states like California Supreme Court will appoint an expert witness, if one is not provided. Facts are in electronic documentation of actual occurrences, when they happen, not in the opinion of another plastic surgeon who might possible be committing this egregious

[26] Order, Motion to Dismiss filed by Defendant and granted by Harry L. Chase, April 5, 2016. (Appendix A10, page 50)

[27] CareFirst Blue Cross Blue Shield Billing Statements, Explanation of Benefits - no bill or payment for "claimed handwritten Progress Note, July 9 - September 25, 2012. (Appendix A55-A68, pages 95-109)

[28] See (Appendix B42, page 182)

[29] MD Code 3-2A-04(2)(i), (Appendix B27, page 167)

procedure on cancer patients, or Board of Physicians opinion. Standard care for cellulitis and abscess is antibiotic therapy[30] (Mayo Foundation for Medical Education and Research (MFMER), 1998-2019).

Hospital data entry, documentation, physicians consultation notes, nurse notes, and hospital authorization to proceed with surgery form clearly denote the indiscretion and recklessness of the defendant. The defendant harmed the plaintiff by removing a "not infected" tissue expander. Defendant used extreme care for the diagnosis of cellulitis and abscess for which the defendant was requested to consult.[31]

Maryland Mediation and Maryland District Courts have denied justice for multiple reasons; due to amount of award requested, jurisdiction, appeals with the 4th Circuit of U.S. Appeals Court, which Mandated the case closed pursuant to Rule 41(a)[32]. The Plaintiff was severely harmed by the defendant who used poor judgment, and failed to use reasonable after-care under the circumstances to prevent all foreseeable injury to the Plaintiff. Although an expert witness can be a requirement in some cases, this claim clearly reflects the plaintiff's harm by the

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[30] Mayo Clinic, Cellulitis: Diagnosis and Treatment, http://www.mayoclinic.org/diseases-conditions/cellulitis/diagnosis-treatment. (appendix B16, page 156)

[31] Hospital Record of Care from June 24, 2012 - June 29, 2012, Dr. Venkatraman & Modjtabai, Khodadad, MD (Appendix C, D, E, pages 18-20). (Appendix A69-A75, pages 109-116)

[32] Rules of the Supreme Court of the United States, November 13, 2017; U.S. Court of Appeals for Fourth Circuit, No. 18-1506, (1:17-cv-01684-JFM), October 26, 2018.

Defendants' dereliction from standard care and liability for cause of life-long injury. Defendant is direct and only cause for injury. Defendant is liable for Plaintiff's injury, pain and suffering endured from June 28, 2012 – May 14, 2013. The defendants' actions and conduct directly caused the Plaintiff's injury. The defendant is solely responsible. The defendants' ignored hospital computer access denotation, on June 27, 2012 at 1333 and June 28, 2012 Consultation Report[33], which was visible in the computer and clear recommendation for discharge with antibiotic therapy was ordered. Minutes after computer generated discharge entry by Dr. Modjtabai, Khodadada June 27, 2012 @1331, defendants' falsely claimed, handwritten progress note appears in plaintiff's medical file after October 15, 2012. The June 27, 2012 @1345 consultation never took place and is a bogus lie. The defendants' consultation took place on June 25, 2012.[34] It further demonstrates the immoral actions of the defendant and is the ultimate preponderance of evidence in this case that the defendant if liable for harm. The plaintiff was in pain, with fever, and charged to get professional medical assistance and care[35], as recommended by defendant after home care was ineffective. The defendants' duty was to provide ordinary standard care for cellulitis and abscess, not to treat radiation pain.

[33]Hospital Record of Care from June 24, 2012 - June 29, 2012, Dr. Venkatraman & Modjtabai, Khodadad, MD (Appendix C, D, E, pages 18-20). (Appendix A69-A75, pages 109-116)

[34] Defendant's bogus handwritten progress note, Dr. Banks, June 27, 2012 @ 1345 (Appendix A54, page 94)

[35] Consultation Report, Dr. Banks, June 25, 2012 1302, Brief History, (Appendix A51, page 91)

Instead, the defendants' error in judgment, misdiagnosis, egregious misconduct, mislead plaintiff to believe it was necessary to perform unauthorized surgery by removing "not infected" tissue expander.[36] The defendants' actions caused a devastating chain of events to care for the injury. Although the plaintiff was in active treatment for breast cancer and suffered effects from other medical treatment, the defendants' actions effectively left the plaintiff in a worst condition than arriving at the hospital on June 24, 2012, minus fever.[37] Plaintiff was taking high dose pain medication prior to the defendants" infraction, removal of the right breast tissue expander exasperated pain to great suffering, with a high risk of addiction to pain killers, specialized wound care, additional surgeries, and infections.

1 in 8 women will hear "you have breast cancer." If legal protection is not made in regards to the imminent harm imposed on tissue expander breast conservation patients, then many lives are at risk in the future. A patient-doctor relationship is bound on trust and loyalty. Doctors who defiled and desecrate that trust and promise "do no harm" cause significant anxiety and concern for plaintiff when looking for faithful and honest care. Stern reprimand and costly verdicts, hopefully, will prohibit malicious professional medical servants, and attorneys who

[36] Hospital CT Report, June 25, 2012. (Appendix W)

[37] Letter to Regina Hampton, Doctor's Regional Cancer Center, radiation doctor, August 2, 2012. (Appendix a.26)

defend their actions, from committing such heinous act on their patient. It is necessary for the measures set forth are STRONG. If this behavior is allowed to go unchecked byway of using legal loopholes, and legal games medical professional who intently harm their patients will continue hurting patients, and people will suffer, or possibly die. An expert witness is helpful when the case is cloudy, but when electronic computer generated hospital and office documents portray FACTS and what really happened, the REAL truth with no ambiguity or vague areas, the source must be charged. The defendant is liable and caused the injury, pain, and suffering to the plaintiff.

The facts in claim are clear:

1. Defendant put tissue expander in plaintiff September 2011.
2. Defendant provided ongoing care for plaintiff through to August 2012.
3. Defendant was schedule to do a tram flap reconstruction on plaintiff in August 2012.
4. Defendant was aware plaintiff recent completion radiation therapy.
5. Defendant removed abscess from plaintiff's right breast on June 25, 2012 bedside in hospital. (see photos)
6. Defendant notified plaintiff of the possibility of infection which will require removal of the tissue expander on June 25, 1912. (see dictated Consultation Report)
7. Defendant billed medical insurer for consultation June 25, 2012 ($200.00). Insurer paid ($146.93) on July 10, 2012
8. Defendant removes tissue expander on June 28, 2012. Bill medical insurer for surgery ($1240.00) which was paid on September 25, 2012 ($385.00).

9. Defendant pre diagnosis "infection" around right tissue expander. (see operative report) June 28, 2012

10. Plaintiff gave consent and authorized defendant to remove an **"infected"** tissue expander as required standard care for infection of expander.

Reason For Granting The Writ

1 in 8 women each year will hear "you have breast cancer," what shall we do? If legal protection is not granted for breast cancer patients who desire conservation of breast symmetry by implanting tissue expanders, how will they be protected from atrocious act of betray. According to plastic surgeon, Dr. Gedge David Rosson[38], "..very standard for surgeons to remove the tissue expander when a patient has some infection around a tissue expander, especially in radiated field." Dr. Rosson continues to state, "It would likely have been dangerous to leave in the TE in the setting of radiation and infection." He further explains "she developed an infection requiring removal of the right TE in June 2012." For the reasons stated by this plastic surgeon, it is imperative standards are set for cellulitis, abscess. Plastic surgeons should not set standards for radiation therapy, pain, and after care.

The decision of imminent harm imposed on patients who undergo mastectomy breast reconstruction to conserve breast integrity and symmetry weigh heavy, and place a heavy burden of care on doctors. When breast conservation implant of tissue expanders is decide by doctor and patient, both people anticipated tissue expanders to remain in breast until the next stage of reconstruction. In less than

[38] John Hopkins plastic surgeon, Dr. Gedge David Rosson's medical record denotation in patient's medical record, on October 6, 2014. (Appendix a.23)

5% of breast cancer patients experience complication of cellulitis, and or abscess[39]. According to medical review and given the low percentage of cellulitis and abscess in cancer patients who elect breast conservation measures care must be different than implant in noncancerous patients. Standard of care must be addressed for breast conservation patients as opposed to noncancerous patients with implants. It's expected that noncancerous implant patients general have no complication from healing, but if another implant or strict care is not followed by practitioners the risk of losing a breast is great, as well, in noncancerous patients. Many breast cancer patient's are at risk without legal guidelines, standard of care by radiation doctors, and reprimand of medical personnel who practice outside their speciality, along with false reporting. The defendant should have followed standard care, rather than extraordinary care for cellulitis, abscess, and pain. This is especially important when treating cancer patients. Medical and legal entities must not harm people they are treating, and must not use their treatment and care to falsely mislead their patients in order to perform a major surgery.[40] Unscrupulous medical personnel exist and some lack integrity to do the right thing, as demonstrated here. Some medical personnel place money over patient care and sanctity of life. Dishonest doctors harm patients and continue the action until caught. Maryland

[39] Treatment of Complications After Breast Conservation Therapy, Deborah A. Frassica, MD, kkGopal K Bajaj, MD , Theodore N. Tsangaris, MD, August 1, 203 Vol. 17, Issue 8, Page2, paragraph 3 "Infections" (Appendix a.28)

[40]"Claimed" Handwritten Progress Note, Dr. Banks, June 27, 1345. (Appendix P)

law code::US Codes and Statues :: US Law[41] interrupted by defense counsel was made to Health Care Alternative Dispute Resolution Office director Harry Chase. The Motion to Dismiss (HCA No. 2015-343)[42] case unjustly canceled pursuit for legal justice in this matter. The Health Care Alternative Dispute Resolution Office failed to appropriately administrate. A panel was not assigned the case. The defendant was liable for harm caused to the plaintiff and did not have consent to perform removal of a not infected tissue expander (MD Code 3-2A-04). The defendant had consent to remove an infected tissue expander. The plaintiff was left to research and find a plastic surgeon who would say the plaintiff was harmed, which is nearly an impossible task. Judicial courts understand the difficulty imposed on plaintiffs to finding a doctor who will snitch on another doctor. It is widely known by legal firms the cost and ability to find doctors who support hurt patients. The inability to find a certified expert is difficult because the medical profession breeds loyalty, fear, denial to get involve as excuses. These obstacles and excuses by professional counterparts prohibit hurt people the ability to meet legal standards for justice, even when it is blatant the defendant was liable, negligent and harmed their patient.

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[41] Section Code: 3-2A-04, 2018 Maryland Courts and Judicial Proceedings, https://law.justia.com/codes/maryland/2005/gcj/3-2A-04.html. (Appendix B26, page 166)

[42] Defense's Motion to Dismiss, March 10, 2016. (Appendix A14-16, page 54-57)

Granting protection for vulnerable and sick patients helps serve justice and make whole injured parties for breach of duty, negligent, mistrust, pain, suffering, and adverse medical decision conducted by unscrupulous practitioners. As noted in Dr. Rosson's report, cancer patients are at risk because presently removal of claimed "infected" tissue expander is being misused as standard care, which harms cancer patients greatly. As within this claim, the defendant used this standard of care for "infection" of tissue expander removal as defense. Prior knowledge demonstrated "no infection," but fluid around tissue expander which may have resolved with less aggressive time and antibiotic therapy. Doctors must remain in standard care for intended treatment. Going outside standard care requires stronger measures before harming (cancer) patients further by a bogus claim of infection/fluid around the expander, when the practitioner is fully aware the tissue expander is "not infected." A patient-doctor relationship is bound by trust, loyalty, and a Hippocratic oath and promise to do no harm. Doctors who defile and totally desecrate mutual trust between patient and doctor should be of great concern. The decision of a doctor to practice medicine outside specialty, or without expert knowledge, causes significant concern for many entities; i.e., patient, new doctors, hospitals, medical insurers, and other doctors. The plaintiff requested HCADRO Director to reconsider dismissal and adjudicate claim in plaintiff's favor on the issue of liability. Plaintiff provided evidence and facts relating to defendants' indiscretion, negligence, and decision to

mislead and harm plaintiff.[43] Cancer patients harmed by a doctor will be very caution trusting the intent of other doctors to heal and this may compromise care and reduce life expectancy. When looking for faithful and honest care, how does a patient know who to trust for their required care, if legal perimeters negate cause of action when a physician clearly shows no moral principles and harm patients? Standard Care is care anyone in the diseased condition would receive, not general care. Anything outside standard care will bear witness to the great harm it will cause the patient, as seen in this claim. The trust barrier was breached by the defendant. The defendant removed a "not" infected tissue expander from radiated skin. The defendant misdiagnosed the need to remove tissue expander under the misleading pre diagnosis of an "infection" and severely harmed plaintiff with a wound that was difficult to heal. The defendant disfigured, dismembered, demolished, and cause asymmetric image of right breast, as seen in photographs.[44] Stern reprimand and costly verdicts, hopefully, will prohibit malicious professional medical servants, and attorneys who defend their actions, from committing such heinous act on their patient. Legal measures presently in place allow dishonest practitioners to escape fault without judgment for crimes against the oath "not to harm." This claim has merit based on plaintiff's perspective, defense, along with

[43] Adjudication Request, not to dismiss, Letter from Plaintiff to HCADRO Director, April 8, 2016. (Appendix G)

[44] See photographs of right breast(Appendix B80 - B86, pages 130-137)

hospital records clearly denotes facts and evidence without the need of a third party opinion. The need for a third party to certify what the plaintiff experienced, recollection of actual events in real time, in this case, would again harm the plaintiff. The plaintiff's due diligence in retaining a lawyer on contingency and personal search for a plastic surgeon expert opinion was neither willful or a result of gross negligence. This failure to comply does not negate the harm done by the defendant. The defendants have no defense, other than a false progress note, nor did the defendant submit a certificate of qualified expert to attest standard of care for cellulitis/abscess for which the plaintiff was being treated in this specific claim.

The HCADRO had the option to find the defendant liable, but CareFirst billing statements showing billing payments to defendant on June 25 & 28, 2012 were reject and returned to plaintiff. There was no bill/payment from defendant to plaintiff's medical insurer for June 27, 2012, said consultation.[45] If in fact, the defendant (actually) conducted a consultation on June 27, 2012 @1345, where is the bill[46], how much was charged, and how much was paid by plaintiff's medical insurer for June 27, 2102? Where is the bill for June 27, 2012 consultation? The June 28, 2012 operation was paid on September 25, 2012. Why didn't the defendant bill and get paid for June 27, 2012 "claimed" Consultation, which was a handwritten

[45] Copy of CareFirst billing statements June 23 - 29, 2012. (Appendix A55-A65, pages 95-105)

[46] See Explanation of Benefits from July 2012 -October 2012, (Appendix A66-A68, pages 106-108)

progress note. The level of indiscretion is in questioning the validity of June 27, 2012 claimed consultation, and consent to remove a "not" infected tissue expander. Plaintiff's was not properly notified nor gave consent to remove the tissue expander unless due to infection, other than defendants' note dictated June 25, 2012 Consultation Report,[47] which states "..periprosthetic infection which would require removal." Defendant lied to cover up misdiagnosis, reason for removal, error, and harm caused by dishonest actions and extreme care for cellulitis /abscess.

For the lower courts and U.S. Supreme Court to ignore the wrongful acts of a defendant because there's no third party opinion is unfair and puts all conservation therapy patients in danger of being hurt by a physician and having no recourse for justice. Clear evidence raises doubt about the authenticity of defendant's handwritten Progress Note (not consultation) and plaintiff's consent and authorization to removal of right tissue expander by defendant. Defendant's actions were negligent, and defendant is liable because defendant did not follow standard procedural care for cellulitis and abscess when defendants' removed a "not" infected right breast tissue expander. Defendant practiced outside area of specialty (plastic surgeon) when defendant began treating, consulting, and claimed pain WILL be relieved by removing tissue expander on "claimed" handwritten Progress Note[48].

[47] Consultation Report, Doctor's Community Hospital, dictated by Nia Banks, 6/25/12 (Appendix A51-A53, page 91-93)

[48] Hospital Record,False Handwritten Progress Note, June 27, 2012. (Appendix A54, page 94)

The radiation doctor for plaintiff was never consulted about defendant's claim of radiation injury or plaintiff's pain due to radiation injury.[49]

Additionally, legal justice failed because, 3-2A-04 also affords HCADRO Director the right to adjudication in favor of claimant on the issue of liability. If liability is disputed by Defendant, then Defendant has 120 days after served to provide a certificate of qualified expert attesting to compliance with standards of care, or that the departure from standards of care is not the proximate cause of the alleged injury. Code 3-2A-04 (a) (1) (i) HCADRO Director, upon being notified of a claim against a physician was to forward copies of Claim to State Board of Physicians. For a lay person, knowing and understanding procedures and policies is not common knowledge and the plaintiff personally filed online complaint with the Maryland Board of Physicians.[50] See May 16, 2016 letter to Maryland Physicians Board in response to Plaintiff's filed investigation against the Defendant.[51] Upon receipt of the April 5, 2016 Dismissal Order in HCADRO Plaintiff sent a fax to Maureen Sammons, Intake manager for the Maryland Board of Physicians.[52]

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[49] Letter to Regina Hampton, Dr. Lee, August 2012. (Appendix A78 & A79, page 118 & 119)

[50] Maryland Board of Physicians Intake form (completed), November 20, 2012. (Appendix B41-B54, pages 181-194)

[51] Plaintiff's letter to Maryland Physicians Board, May 16, 2016. (Appendix B38 - B40, pages 178-181)

[52] Fax Copy of Letter sent to Maryland Board of Physicians, April 8, 2016. (Appendix B37, page 177)

If misconduct by medical practitioners who display egregious behavior is allowed to go unchecked byway of using the law with legal loopholes, legal games, and legal delay of action medical professionals who intently harm their patients will continue hurting patients, and people will suffer or possibly die. An expert witness is helpful when the case is cloudy, but when electronic computer generated, hospital and office, legal documents portray FACTS AND the REAL truth and source of harm, the defendant must be charged. In this case, the defendant harmed the plaintiff when the defendant removed a "not" infected right tissue expander for the right breast of Plaintiff's radiated skin without proper consent or authorization. Removing the "not" infected tissue expander was not standard care for cellulitis, or abscess. Plaintiff's damages were conveyed to defendant's legal advisor and defendant's medical insurer.[53] A non negotiable offer was made to the defendant's team. The plaintiff's offer to settle was a starting settlement, one option to pay in full, or partial payment. It was further noted the offered amount would compound monthly without a settlement agreed to in 2013.

The proposed medical cost as of September 25, 2013 was $165.899.89, Disability Insurance was estimated as of September 25, 2013 was $34,800.00. Other insurance costs; medication, co pays, supplies for care, and misc. expenses $38,328.00. Patient's pain and suffering as of September 2013 (@ hourly rate of

[53] Plaintiff Letter to Michael E von Diezelski, Attorney for Defendant, October 2, 2012 (Appendix a.25)

$200.00: 11,616 hours in pain & suffering) $2,323,200.00. Cruel and Unusual Punishment for the unnecessary removal of plaintiff's right breast tissue expander $2,323,200.00. Falsified and illegally entering handwritten Progress Note into judgment $0. Court, expert witness, hospital staff, and litigation expenses UNKNOWN. Additionally, Defendant should pay exemplary damages of punishment for "outrageous conduct and/or to reform defendant and set example for other doctors who might consider engaging in conduct in the same manner.[54]" In addition, the plaintiff asks for Punitive Damages of $7,000,000.00 for not accepting fault, false representation of standard care, misleading plaintiff to believe removal of the right tissue expander was necessary and causing injury through action taken in reckless disregard for the lives and safety of the plaintiff. The amount of punitive damages should be allowed for the egregious and reprehensible misconduct of the defendant, legal advisor, and medical insurer. In addition, the defendant should be responsible for interest and cost for future surgeries to improve symmetry of breast, lost of wages, and prescriptions because of the negligence.

[54]Punitive Damages, https://g.co/kgs/3kss8j, Wikipedia search, (Appendix B14 & B15, pages 154 & 155)

Conclusion

On the surface, it might appear no harm was done and care was standard, but care for radiated skin pain should have required the expert opinion of a radiation doctor, and not a plastic surgeon. Pain was not relieved, but exasperated when the right breast tissue was removed from Plaintiff. Preservation breast integrity, size, and symmetry was compromised when defendant's right breast "not infected" tissue expander was removed. Doctors who defiled and totally desecrate trust and promise to do no harm cause significant concern to the public. Doctors committing such heinous acts against their patient without recourse are detrimental to the needs and confidence needed in medical servants. It is necessary for the measures set forth in charging the defendant are STRONG, and set precedence to other medical servants who may consider such egregious and heinous crimes.

The plaintiff would not have been harmed if the defendant had followed standard of care for cellulitis and abscess. The defendant was not qualified to counsel plaintiff about radiation pain, or make any assessment of care. Prior to removal of the "Not Infected" tissue expander, the defendant should have had consulted a second opinion from the plaintiff's radiation doctor before removing the expander. The plaintiff was unaware of claimed radiation pain, and recommended removal to relieve pain. The plaintiff's understanding was the tissue expander was "infected"

and must be removed based on Consultation Report[55]. This was not an elective choice of the plaintiff as claimed by the defendant. The plaintiff clearly indicated reason she believed removal was a required procedure on hospital authorization to proceed with operation (remove due to "infection").[56] Antibiotic therapy was given in hospital and improved vital signs.[57] The defendant never gave the plaintiff an option to discharge and home care with antibiotic therapy. The plaintiff was provided extreme care that was not standard care for in hospital care for cellulitis and abscess. The defendant followed standard care up until the divergence of care which removed the right breast tissue expander. When the defendant's performance removed the right tissue expander, claimed patient instructed removal due to pain while under anesthesia, discharged on June 29, 2012, and continued harm with after care. The defendant told her PA on a follow up visit that the plaintiff chose to remove the tissue expander.[58] At the point when the defendant's PA said the remove was the Plaintiff's choice, the Plaintiff realized an error may have been made and began gathering medical records from hospital, and doctor's notes. After collection and reading these documents the plaintiff found

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[55] Hospital Record, Consultation Report, June 25, 2012@1302, (Appendix A51 -A53, page 91-93

[56] Hospital Authorization for performance of operations and other invasive procedure, June 28, 2012 @1235. (Appendix F, page 21)

[57] Hospital Physician/PA/NP documentation, vital signs, June 27, 2012 0756 (Appendix C-E, page 18-21)

[58] Beaux Art Plastic Surgeon Progress Note, Dr. Nia Banks & PA, July 6, July 24, August 21, 2012 (Appendix A80-A82, page 120-123)

contradicting medical reporting and requested defendant to amend or correct medical records[59]. The defendant denied actions and refused amendment request of hospital operative report. It is important for the protection of the public, breast cancer patients, and other doctors caring for patients that a stern reprimand is given to the medical providers who contemplate harming their patients for personal gain. Holding the defendant responsible and liable for the harm, pain, suffering, disfiguration, damage, asymmetric breast imperfection, and obstructing justice will give strong warning to other medical professionals. The defendant should also be held legally responsible for false Progress Note put in plaintiff's medical record after October 15, 2012. The defendant clearly mislead plaintiff to believe the right tissue expander must be removed without any other recourse or options, and that, the plaintiff suffered greatly.

This petition for a writ of certiorari should be granted.

Respectfully submitted,

Andrea Tootle (electronically signed)
Andrea Tootle

Date: August 27, 2019

[59] Notice of Injury to defendant (Appendix A83, page 123)

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Declaration of timely filing

In compliance with 28 U.S. C. 1746, I declare under the penalty of perjury this Petition For Writ of Certiorari was mail within the time constrains. The mail date previously sent was October 18, 2018, April 2019, June 2019, September 3, 2019.

Signature: Andrea Tootle (electronically signed)

Date: October31 2019

Proof of Service

I certify that U.S. Supreme Court of the United Stated of the Clerk's Office Petition for Writ of Certiorari documents were sent to defendant, Nia Banks & Beaux Arts Institute of Plastic Surgery on October 31 2019, 8116 Good Luck Road, 215, Lanham, Maryland 20706.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 31 , 2019

Signature: Andrea Tootle (electronically signed)

Date: October 312019