

Appendix

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Appendix A

Motion Denied

IN THE SUPREME COURT OF MARYLAND

Petition Docket No. 369

September Term, 2022

(No. 563, Sept. Term, 2022

Appellate Court of Maryland)

(No. C-15-CV-22-001022

Circuit Court for Montgomery County)

JINGJING ZHENG, et al.

v.

SHADY GROVE FERTILITY

O R D E R

Upon consideration of the petitioner's motion for reconsideration of the denial of his petition for writ of certiorari, it is this 20th day of June 2023, by the Supreme Court of Maryland,

ORDERED that the motion for reconsideration is DENIED.

SUPREME COURT

/s/ Matthew J. Fader

OF MARYLAND

Chief Justice

Appendix B **Petition Denied**

IN THE SUPREME COURT OF MARYLAND

Petition Docket No. 369

September Term, 2022

(No. 563, Sept. Term, 2022

Appellate Court of Maryland)

(No. C-15-CV-22-001022

Circuit Court for Montgomery County)

JINGJING ZHENG, et al.

v.

SHADY GROVE FERTILITY

O R D E R

Upon consideration of the amended petition for a writ of certiorari to the Appellate Court of Maryland and the respondent's answer to the petition, it is this 25th day of April 2023, by the Supreme Court of Maryland,

ORDERED that the amended petition for writ of certiorari is DENIED as there has been no showing that review by certiorari is desirable and in the public interest.

SUPREME COURT

/s/ Matthew J. Fader

OF MARYLAND

Chief Justice

Appendix C Mandate

IN THE APPELLATE COURT OF MARYLAND

No. 563, SEPTEMBER TERM, 2022

MDEC: CSA-REG-563-2022

Cir.Ct. No. C-15-CV-22-001022

JINGJING ZHENG, et al.

v.

SHADY GROVE FERTILITY

O R D E R

Upon consideration of the appellants' Motion for Reconsideration, it is this
11th day of January 2023,

ORDERED that the motion is denied; and it is further.

ORDERED that pursuant to Maryland Rule 8-606(b)(4)(B) the Clerk shall
issue the mandate immediately following the entry of this Order.

FOR A PANEL OF THE COURT

consisting of Kehoe, Nazarian, Wilner, Alan, M. (Senior judge,
Specially Assigned),

JJ.

APPELLATE COURT

JUDGE'S SIGNATURE

OF MARYLAND

APPEARS ON ORIGINAL

ORDER

Douglas R. M. Nazarian, Panel Chair

Appendix D Opinion

Circuit Court for Montgomery County

Case No. C15CV-22-001022

UNREPORTED

IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 563

September Term, 2022

Jingjing Zheng, et al.

v.

Shady Grove Fertility (SGF)

Kehoe,

Nazarian,

Wilner, Alan M.

(Senior Judge, Specially Assigned),

JJ.

Opinion by Wilner, J.

— Unreported Opinion —

Filed: December 7, 2022

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

— Unreported Opinion —

This appeal is from an Order entered by the Circuit Court for Montgomery County that dismissed a pro se complaint filed by appellants, Jingjing Zheng and Zhongan Wang, against Shady Grove Fertility Reproductive Science Center, P.C. (SGF). No reasons were given in the Order other than it was based on the court's consideration of appellee's Motion to Dismiss, "any opposition thereto, and the entire record herein."

The Complaint

The complaint is not easy to read or to understand. In its opening paragraph, the complaint alleged that "[t]he plaintiffs are formally accusing [SGF] for fertility fraud with the following four types of facts as evidence:

- a.) SGF told us the false test result and failed to show us the evidence of the treatment.
- b.) SGF stolen [sic.] the extra patient's organs.
- c.) SGF mischarged us.
- d.) SGF breached the agreement between SGF and the patients.

Therefore, the plaintiffs claim \$560,000 compensation for plaintiffs' physical and psychological damage. Plaintiffs ask this honorable Court to consider the claims based on the facts and laws."

— Unreported Opinion —

Those allegations were supplemented by the following additional averments:

“On the morning of 3/22/2020, I [Shongan Wang] accompanied my wife Jingjing Zheng to the [SGF location in Rockville, Maryland] for the appointment of retrieval of her eggs for IVF [in vitro fertilization] treatment before 8:00 am.”

“After the surgery, the woman doctor who did the egg retrieval told us that 10 eggs were retrieved successfully with her ten gestures. The retrieved number was confirmed by the nurse email as shown below.”

The exhibit referred to was an email from Nurse Leah Johnson, purporting to be “your Day 1 fertilization report” which stated “JingJing has 10 eggs retrieved, of those 10, 8 were mature and able to attempt insemination. Five of the eight eggs made it to early embryo stage and we will continue to let them grow in hopes they make blastocyst by fert [sic.] day 5, 6, or 7.” Th email continued “We do not check the embryos on Day 2, 3, or 4 as studies show they do better at reaching blastocyst (early embryo stage) when we leave them alone until Day 5.”

That was followed by an email, undated in the version of the complaint in the record extract, from Nurse Johnson stating that “[d]ue to COVID restrictions, we are not doing any Frozen Embryo Transfers at this time. Nor are we allowed to start cycles new IVF cycles outside of medical necessity guidelines (Jingjing does not meet the age or AMHI requirements for exception). I will update you when the

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PGTa results¹ are back from the lab (2-3 weeks). Once the State of Maryland restrictions are lifted we can discuss transfer or additional IVF cycles (if your insurance allows without transfer, known as embryo banking). Feel free to contact me with any questions or concerns!"

The next event alleged was a call on April 13, 2020 from Dr. Arthur Sagoskin, who informed Mr. Wang that the embryo PGTa test result was abnormal and asked whether Mr. Wang wanted another cycle IVF treatment. Mr. Wang declined at that point but made three requests: (1) send the embryo test report to him; (2) send as well “[p]hotos of container with table of our names”; and (3) transfer the frozen embryo. Those requests were not honored, but, after making a required payment, Mr. Wang did receive the medical IVF treatment records from SGF “via CIOX.”²

It appears that Mr. Wang did receive a response directly or indirectly, from SGF. In the record is a two-page Embryology Summary that appears to be dated April 15, 2020. (E10-11)

Mr. Wang was not satisfied with the response, and the correspondence continued into May. Mr. Wang expressed doubt that the records he received were

¹ PGTa is an acronym for Preimplantation Genetic Testing for Aneuploidies performed on embryos created through in vitro fertilization to screen for chromosomal abnormalities. An aneuploidy, in turn, is a genetic disorder where the total number of chromosomes in a cell do not equal 46.

² All we know of CIOX is from an invoice in the record showing it as CIOX Health located in Atlanta, Georgia.

— Unreported Opinion —

those of Ms. Zheng, because no names were provided on the photos that were sent “and “we cannot recognize them as ours.” In the Complaint, Mr. Wang added:

“[W]e viewed the medical IVF treatment records from SGF and found there are no records to indicate when and how the retrieved many oocytes were sent to Igenomix. In addition, there are no records to indicate when the PGTa test report was received. And the report itself was not found. Therefore, there is no evidence to show that the PGTa test was abnormal. The above facts and evidence have clearly proved that SGF committed fertility fraud.”³

In light of that, Mr. Wang sent another letter to Dr. Sagoskin on May 9, 2020, requesting a response. Dr. Sagoskin responded three days later, essentially repeating what the nurse had told Mr. Wang earlier— that “there were 10 eggs retrieved on March 22, 2020, of which eight were mature and were injected with sperm as seen on the screenshot below taken from Jingling’s [sic.] chart. The information can be found on the Embryo Summary page in the records you received.”

Rejecting this response, appellants contend the “facts, evidence, and analysis have clearly proved such conclusion as that SFG told us the false result of PGTa test and that SFG did not do egg fertilization by ICSI.”

³ Igenomix is not identified in the record.

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The appellants alleged:

(1) “SGF stolen [sic.] the extra patient's organs. Additionally, the above Embryology Summary shows that 10 oocytes were retrieved, one was cryopreserved, 4 were discarded. Where were the remaining 5 ones? Embryology Summary shows that they have stolen patient's organs in the name of IVF treatments. Stealing organs from patient's body is illegal because oocytes are patients' organs.”

(2) “SGF mischarged us. We agreed with SGF for IVF treatment which consisted of medicine stimulation and monitoring, egg retrieval, fertilization by ICSI, cryopreservation, PSta test, and transfer to patient's uterus. SGF cheated and mischarged us because SGF did not provide us with fertilization by ICSI, PGta test, and transfer to patient's uterus. SFG (sic.) stopped at the egg retrieval phase of the IVF treatment process and told us a lie unethically and illegally. We paid for the whole processes of IVF treatment by deposit. But we did not get any refund, a part of the paid deposit for the whole processes even though SGF only completed two phases. We should get a refund for the remaining phases of the IVF treatment processes. This is also part of the fertility fraud by SGF.”

(3) “SGF breached the agreement between SGF and the patients. SGF and us agreed upon the IVF treatment. And we have paid the itemized costs of the

— Unreported Opinion —

IVF treatment. But SGF cheated us and stopped at the egg retrieval phase, thus did not complete the remaining phases of the IVF treatment. That constitutes of the breach of the agreement of the IVF treatment. Breach of agreements or contracts violates laws of the USA. Breach of agreements is part of fertility fraud by SGF.

Motion to Dismiss

Appellee's response to all of this was a Motion to Dismiss the complaint, which appellee regarded as a medical malpractice action that asserted negligence on the part of SGF in the medical care and treatment of appellants. The motion was based on two defaults or omissions by appellants: first, that appellants failed to submit their complaint to the Health Care Alternative Dispute Resolution Office (HCADRO) as required by Code, Courts Article, §3-2A-02, and second, that they failed to file a Certificate of Qualified Expert with the Director of that Office, which, under Code, Courts Article, § 3-2A-04(b)(1), is a condition precedent to filing an action in court.

Response

Appellants responded to the Motion to Dismiss. The response begins with the statement that "Defendant distained the Honorable Court by pre-made court order to dismiss plaintiff's complaint by Rachel Viglianti, Esquire as shown below."⁴ They added that the proposed Order the appellees submitted had

⁴ Ms. Viglianti was the attorney for SGF who signed the Motion to Dismiss.

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“not gone through the necessary legal procedures and made before the plaintiff has received the defendant’s motion to dismiss” and that “the defendant is enforcing the Court to grant the pre-made order, thus it is unlawful.” They added that “[t]he Defendant has stolen concepts by changing the fertility fraud into medical malpractice.” The essence of their allegation is that this is not a medical malpractice case but one of fraud, as indicated in the Information Report they filed. The clearest statement of their perception of their case is paragraph 3 of their response to the motion:

“The Plaintiff mentioned the facts and showed the evidence related to somebody. It is clear in the complaint that Dr. Arthur Sagoskin was the primary doctor of the IVF treatment. Other nurses and staff had to carry out the orders by Dr. Arthur Sagoskin. In addition, the complaint files the lawsuit against SGF, not individuals. Defendant tried misleading the Court and judges to the individuals instead of SGF.”

Although they claimed that “[t]he written complaint in English is clearly grammatical with no doubt,” it is anything but. Much of it is in tiny print in black or shaded boxes that are nearly impossible to read without a magnifying glass. The best we can make of it is that, although it was Dr. Sagoskin, Nurse Johnson, and possibly other medical personnel who, on behalf of SGF, extracted the eggs and dealt with them, appellants did not sue those individuals but only the corporate

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entity that employed them, and, that, if what those individuals did was fraudulent in any way, the entity itself was the only fraudulent actor that the plaintiffs sued, and the suit was based solely on fraud, not medical negligence.⁵

The Order

As noted, the court's Order simply granted the motion without any extensive comment.

Analysis

Working through all of this, the only issue legitimately before us is whether, despite all the allegations of fraud in how SGF employees handled the extracted eggs and communicated with appellants, this is nonetheless a medical malpractice case, for if it is, it must be dismissed because of statutory procedural defaults.

Sorting through what we can glean from the complaint, the crux of that complaint is that (1) Ms. Zheng was suffering from infertility; (2) she and Mr. Wang sought relief from that problem through the collection and an in vitro fertilization of Ms. Zheng's viable eggs; (3) she and Mr. Wang employed SGF, an organization that provided that service through its medical employees, in this case Dr. Sagoskin and Nurse Johnson, to extract eggs from Ms. Zheng's ovaries, fertilize those that were susceptible to fertilization with sperm, and implant the fertilized eggs in Ms. Zheng's

⁵ It appears that Dr. Sagoskin was not just an employee of SGF but, along with another physician, was a co-founder of that organization.

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uterus; and (4) at least in part through Dr. Sagoskin and Nurse Johnson, SGF acted wrongfully and fraudulently in performing or failing to perform those services.

The wrongful conduct, appellants claim, consisted of SGF, in part through communications from Dr. Sagoskin or Nurse Johnson, lying to them regarding the test results, stealing the eggs retrieved from Ms. Zheng, mischarging them, and breaching their agreement. None of that, they claim, constitutes medical malpractice but simply civil fraud.

Because the trial court's dismissal of the Complaint was devoid of any specific factual or legal findings but contained only a general reference to the record and appellee's motion, that is where we need to look. We take that look, of course, in light of the law that governs the case. Appellant's complaint does allege fraudulent conduct, but it also alleges a breach of the agreement between the parties, which takes us to whether that agreement was for medical services and, if so, whether that alleged breach could constitute medical malpractice.

Medical malpractice claims in Maryland are governed by Code, Courts Article, Title 3, Subtitle 2A. The crux of that statute is § 3-2A-04(a), which requires that “a person having a claim against a **health care provider for damage due to a medical injury** shall file the claim with the Director [of the Health Care Alternative Dispute Resolution Office].” (Emphasis added).

Determining whether SGF qualifies as a health care provider takes us on a journey through other statutes. We start with Courts Article, § 3-2A-01(f), which

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states that a health care provider includes “a freestanding ambulatory care facility as defined in § 19-3B-01 of the Health-General Article.”

Section 19-3B-01(c) defines “freestanding ambulatory care facility” as including “an ambulatory surgical facility.” Section 19-3B-01(b), in turn, defines “ambulatory surgical facility” as:

“any center, service, office facility, or other entity that (i) Operates exclusively for the purpose of providing surgical services to patients requiring a period of postoperative observation but not requiring hospitalization and in which the expected duration of services would not exceed 24 hours following admission; and (ii) seeks reimbursement from payors as an ambulatory surgery center.”

Following that definition, §19-3B-01(b) lists five circumstances in which an entity that might fall within the general definition stated above would not qualify as an ambulatory surgical facility.

As neither side has even suggested, much less offered any evidence, that any of those circumstances apply in this case and the trial court never mentioned them, we may safely assume that none of them do apply and that SGF therefore qualifies as an ambulatory surgical facility and therefore is a health care provider. We are comfortable in that assumption both from what is in the record regarding SGF and the fact that neither side argued otherwise.

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We turn, then, to the question of whether this is a medical malpractice case.

We start with the fact that the medical community now recognizes infertility as a disease. See World Health Organization International Classification of Diseases, 11th Revision (2018); WHO September 2020 Bulletin, declaring “Infertility is a disease of the male or female reproductive system defined by the failure to achieve pregnancy after 12 month or more of regular unprotected sexual intercourse. . . . In the female productive system, infertility may be caused by a range of abnormalities of the ovaries, uterus, fallopian tubes, and the endocrine system, among others.”

The American Medical Association (AMA) agrees. See AMA Bulletin, June 13, 2017: “Delegates at the 2017 AMA Annual Meeting voted in support of WHO’s designation of infertility as a disease.”⁶ See also Definitions of Infertility and Recurrent pregnancy loss: a committee opinion, Practice Committee of the American Society for Reproductive Medicine, January 2013. It is a disease that requires medical treatment. See Infertility: An Overview, A Guide for Patients, Revised 2017,

⁶ See also American Medical Association Journal of Ethics, Vol 20, No. E1152-1159 December 2018: “Infertility has been unequivocally defined as a disease state by the World Health Organization (WHO). The WHO recognizes that infertility confers a disability, and it is now fifth on the international list of disabilities in women. Moreover, it is a disease with billable codes that physicians can use when charging patients and their insurance companies, as determined by the International Statistical Classification of Diseases and Related Health Problems.

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American Society for Reproductive Medicine; also Jennifer Choe and Anthony Shanks, In Vitro Fertilization, National Library of Medicine, National Institutes of Health, September 5, 2022.

Medical treatment is precisely what appellant sought from SGF – the retrieval of Ms. Zheng's eggs through a medical/surgical procedure and the treatment of those eggs by a medical procedure conducted by medical professionals – a physician and a nurse. If, as alleged, they bolluxed up the procedure and then lied about what they did, or did not do, with the result that the procedure was unsuccessful, a medical injury occurred. The case thus squarely falls within the scope of Courts Article, § 3-2A-04(a), requiring that a claim based on what allegedly occurred be filed first with the Director of the Health Care Alternative Dispute Resolution Office, which was not done.

That statute is clear and means what it says. It “creates a condition precedent to the institution of a court action” and is “a mandatory framework for the resolution of health claims.” *Tranen v. Aziz*, 304 Md. 605, 611 (1985). See also *Carrion v. Linzey*, 342 Md. 266, 276 (1996) and *Davis v. Frostburg Facility Operations*, 457 Md. 275, 280, 287 (2018).

Failure to comply with that requirement requires that the case be dismissed, as it was by the Circuit Court. We shall affirm that judgment.

JUDGMENT AFFIRMED;

APPELLANT TO PAY THE COSTS.

Appendix E Dismissed Order

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

Case No.: C-15-CV-22-001022

ZHONG AN WANG, et al

Plaintiffs,

v.

SHADY GROVE FERTILITY,

Defendant.

ORDER

UPON CONSIDERATION of Defendants' Motion to Dismiss, any opposition thereto, and entire record herein, it is the 10th day of May 2022 by the Circuit Court for Montgomery County hereby,

ORDERED that Defendants' Motion to Dismiss be, **and the same hereby, is GRANTED;**

and it is further ORDERED, that Plaintiffs' Complaint is DISMISSED.

5/10/2022 10:39:00 AM

/s/ Michael J. McAuliffe

Judge,

Circuit Court for Montgomery County

Copies to:

Jingjing Zheng & Zhongan Wang

Plaintiff, pro se

Rachel I. Viglianti, Esquire

Appendix F-Evidence for the Petition for Writ of Certiorari (Reformatted Typesetting)

Ex01-CC-DCM-002 Form Case Type

IN THE CIRCUIT COURT FOR Montgomery County

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

Fraud

Malpractice-Medical

Contract

Fraud

Ex02-Four Claims Filed

The plaintiffs are formally accusing Shadow Grove Fertility (hereinafter "SGF") for fertility fraud with the following four types of facts as evidence:

- a) SGF told us the false test result and failed to show us the evidence of the treatment.
- b) SGF has stolen the extra patient's organs.
- c) SGF mischarged us.
- d) SGF breached the agreement between SGF and the patients.

Therefore, the plaintiffs claim \$560, 000 compensation for plaintiffs' physical and psychological damage. Plaintiffs ask this honorable Court to consider the claims based on the facts and laws.

Ex03- Eggs Were Extracted in SGF.

ID #: 26474650 Signed By: Leah Johnson, RN Type: Secure Message:

Date Created: 03/20/2010 Last Revision: 03/20/2020 15:38

Message Type: Clinical

From: Leah Johnston, RN

To: Jingjing Zheng

Date/Time: 3/20/2020 3:3:36 PM

Subject: RE: RE: RE: Trigger Tonight, Retrieval

Sunday 3/22

I took the photo of Jingjing Zheng during the egg retrieval time a shown below (Exhibit 102 Egg Retrieval Time):

Photo of Jingjing Zheng lying on the bed.

After the surgery, the woman doctor who did the egg retrieval told us that 10 eggs were retrieved Successfully with her ten gestures. The retrieved number was confirmed by the nurse email as shown below (Exhibit 1-3 Information about the retrieved eggs):

Ex04-Misrepresentation of Fertility Fraud

Case No.: C-15-CV-22-001022

SHADY GROVE FERTILITY

Defendant

MOTION TO DISMISS

COMES NOW Defendant SHADY GROVE FERTILITY REPRODUCTIVE SCIENCE CENTER. P.C.I (hereinafter "Defendant"), by and through its attorney Rachel I. Viglianti Esquire and law firm of Gleason. Flynn, Emig. & McAfee. Chartered. and pursuant Maryland Rule2-322(b)(1) and 2-322(b)(2). hereby moves to dismiss Plaintiffs' Complaint for failure to file their claim in the Health Care Alternative Dispute Resolution Office as required by MD.CODE ANN., CTS. & JUD. PROC. §3-2A-01. Et seq as a condition to filing suit in this Court and for failing to file a Certificate of qualified Expert and Report as required Under Maryland Law, In support of its motion. Defendant states the following:

1. Plaintiffs filed the instant lawsuit on March 7. 2022.
2. Plain1iffs' Complaint is a medical malpractice action arising out of the fertility care and treatment provided to Jingjing Zheng and her husband Zhongan Wang. Plaintiffs' allegations assert negligence rcla1cd to the care and treatment rendered at Shady Grove Fertility Reproductive.

Ex05-Invoice for the medical records

Ciox Health

P.O. Box 409900

Atlanta, GA 30384-9900

Fed Tax ID 58 - 2659941

1-800-367-1500

CIOX

HEALTH INVOICE

Invoice #: 0304427505

Date: 04/21/2020

Ship to:

JingJing Zheng

Zheng JingJing

3465 HEWITT AVE

SILVER SPRING, MD 20906-5444

Bill to:

Jingjing Zheng

Zheng, Jin Jin

3465 HEWITT

SILVER SPRING, MD 20906-5444

Records from:

SHADY GROVE FERTILITY

9600 BLACKWELL RD

STE 500

ROCKVILLE, MD 20850-3783

Requested By: ZHENG, JING)ING

Patient Name: ZHENG JINGJING

DOB: 11/11/1980

Please refer to the insert included with this invoice for more information about Ciox Health or the charges incurred.

PLEASE REMIT PAYMENT

Description	Quantity	Unit Price	Amount
Reproduction			.90
Fee-Elect			
Supplies	28	.05	1.40
Shipping			2.20
Subtotal			4.50

Sales Tax			0.00
Invoice Total			4.50
Balance Due			4.50

Terms: Net 30 days.

Please remit this amount: \$4.50 (USD)

Ex06- Online AI Search Result.

Bard.google.com

Statistically, how many IVF treatments are there in the United States each year?

According to the Centers for Disease Control and Prevention (CDC), there were an estimate 413,776 in vitro fertilization (IVF) cycles performed in the United States in 2021. This is a slight increase from the 326,468 cycles performed in 2020.

Of the 413,776 IVF cycles performed in 2021, 91,906 resulted in live births. This means that the overall live birth rate for IVF was 22.2%. However, the live birth rate varies depending on the age of the woman. For women between the ages 35 and 37, the live birth rate is 28.4%. And for women over the age of 37, the live birth rate is 19.6%.

The cost of IVF varies depending on the clinic and the specific treatment plan.

However, the average cost of a single IVF cycle is about \$19,000. This does not include the cost of medications, which can add an additional \$5,000 to \$10,000.

IVF is a complex and expensive treatment, but it can be a successful way to achieve pregnancy for couples who are struggling with infertility. If you are considering IVF, it is important to talk to your doctor about the risks and benefits of the procedure.

Ex07-Health Care Alternative Dispute Resolution Office

<https://msa.maryland.gov/msa/mdmanual/25ind/html/42healcf.html>

HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE

ORIGIN & FUNCTIONS

In 1976, the Health Care Alternative Dispute Resolution Office was established as the Health Claims Arbitration Office (Chapter 235, Acts of 1976). It received its present name in 2005 (Chapter 5, Acts of Special Session of 2004).

The Health Care Alternative Dispute Resolution Office provides a system of mandatory arbitration for medical injury malpractice claims exceeding the District Court jurisdiction in civil cases.

Each medical malpractice claim is heard by a three-person panel of arbitrators, including an attorney, a health care provider, and a public member. Parties to the case choose the panel from a list of qualified arbitrators supplied by the Director of the Health Care Alternative Dispute Resolution Office. The panel determines who is liable with respect to the claim and, if a health care provider is liable, considers and assesses damages. To reverse or modify the award, the rejecting party must file an appeal with the Circuit Court (Maryland Rules 17-101 through 17-507)

Ex08-Failed to Disprove the Other Claims.

Find

Breach the agreement

Previous Next

Replace with

MOTION TO DISMISS

COMES NOW defendant SHADY GROVE FERTILITY REPRODUCTIVE
SCIENCE

Adobe Acrobat has finished searching the documents. No matches were found.

OK

Ex09- SGF Deceived ACM About the PGT Test for the First Time.

Prior to implantation of an embryo, per the patients option, SGF performed preimplantation genetic testing for aneuploidies ("PGTa" testing), which screens for type of genetic abnormalities that often prevent an ambryo from successfully growing into a healthy baby. As explained on the website for SGF, this type of testing is done because "[a]n abnormal number of chromosomes in the embryo (either too many, or too few) will likely cause failed implantation or miscarriage."

Shady Grove fertility Staff, Preimplantation.

Ex10- No Embryo Left

2) The Appellee Has Shown More fraudulent Behaviors About The Patient's Retrieved Eggs To This Court

On the page 3 of the appellee's brief, the appellee told a lie again as shown below:

Unfortunately, four of the five embryos previously referenced by SGF (E5) did not mature sufficiently for appropriate transfer, which left one embryo out of the ten eggs initially retrieved from Ms. Zheng that was matured enough to consider possible transfer. (E.10) (appellants explaining in complaint that "the above

Ex11- Letter from Dr. Sagoski

SGF shady grove fertility

May 12, 2020

William Wang and JingJing Zheng
3465 Hewitt Ave
Silver Spring, MD 20906

Dear Jingling and William,

I wanted to address the concerns that were brought up in the letters you sent on May 3 and May 9 with regards to your treatment cycle, the progression of your embryos and the report from lgenomix. There were 10 eggs retrieved on March 22, 2020. Of those ten, eight were mature and were injected with the sperm (ICSI), as seen on the screenshot below taken from JingJing's chart . This information can also be found on the Embryology Summary page in the records you received.

Chart without the doctor name and signature.

Ex12- Charges of Embryo Cry Storage by Email

From: Shady Grove Fertility / Embryo Options

<system@embryooptions.com>

Sent: Monday, November 8, 2021 7 17 AM

To: williamwSS@hotmail.com

Subject: Upcoming Auto-Charge Service Renewal.

Please Register

Upcoming Auto-Charge

On Nov 28, 2021 an autocharge of \$220.00 for continued cryostorage for your Mar 28, 2020

freeze is scheduled to occur. To cancel this auto-charge, you must submit signed forms into

your center before your due date. For details, please login into your Embryo Options account.

Your credit card on file will be automatically charged on this date.

Charge summary

Previous Balance \$165

Nov 28, 2021 Embryo Cryo-Storage (11/28/2021 through 12/27/2021)

\$55

Total Amount Due on Nov 28, 2021 \$220.0

For more details about the upcoming charge to change your credit card on file, or to access disposition forms to discontinue storage, please follow the steps below to register for your secure on line portal:

1. Visit <https://shadygrove.embryooptions.com>
2. Log in with the following temporary username and password:

Username: 5VMMRHLV24

Password: 2GXGC3

Questions?

- Billing questions, please contact:

Shady Grove Fertility at (301) 545-1382 or email

sgbillhelp@sgfertility.com

Ex13- SGF Deceived SCM Again.

number of chromosomes in the embryo (either too many, or too few) will likely cause failed implantation or miscarriage. Shady Grove Fertility Staff, Preimplantation Genetic Testing, Shady Grove Fertility (Oct. 7, 2022, 1:18 PM)

<https://www.shadygrovefertility.com/treatments/preimplantation-genetic-testing-embryos/>

Unfortunately, Petitioners' embryo's PGTa test revealed that the

Ex14- PGT-A Consent Form with Igenomix.

DocuSign Envelope ID C6830C8A-3fF0-4D1F-A084-E7FB6FIC25E6

Igenomix

WITH SCIENCE ON YOUR SIDE

Preimplantation Genetic Testing for Aneuploidies

(PGT-A) Consent Form

24 Chromosome Aneuploidy Screening

PURPOSE OF ANEUPLOIDY SCREENING BY PGT-A

Preimplantation genetics testing for aneuploidies (PGT-A) is used in conjunction with in-vitro fertilization (IVF) to screen embryos for numerical chromosomal abnormalities prior to transfer. The information obtained from PGT-A helps IVF

physicians and patients decide which embryos to transfer.

Normally there are 23 pairs of chromosomes in each human cell, for a total of 46 chromosomes. Half of our chromosomes are inherited from the eggs and the other half from the sperm. The appropriate number of chromosomes is necessary for normal growth and development. Extra or missing chromosomes is called aneuploidy. Aneuploidy is responsible for the vast majority of spontaneous miscarriages and can result in birth defects and mental retardation in live born babies. A common

example is an extra copy of chromosomes 21 (Down syndrome or trisomy 21). The chance of having aneuploid embryos increase with maternal age. PGT-A is used to identify embryos with extra or missing chromosomes. PGT-A assesses 24 chromosome types: the twenty-two autosome pairs (designated 1-22) and the two sex chromosomes X and Y. Identifying chromosomally normal embryos (euploid) prior to transfer increases the chances of achieving a successful pregnancy.

PROCEDURE

Genetic Counselling: It is recommended that you have a consultation with a genetic counselor that specializes in PGT-A prior to signing this consent form. The genetic counselor will describe the benefits and risks of PGT-A as well as answer any additional questions. This consultation can be arranged by directly scheduling your consultation online at content.igenomix.us/genetic-counseling or calling Igenomix at 862.267-0176. Please directly schedule online or call at least 7 business days prior to your biopsy date. You may also request a consultation to review the results after the testing has been completed.

The PGT-A process is comprised of five main steps. Your fertility center will perform first three steps including in vitro fertilization, embryo biopsy, and cell preparation steps. Then samples are transferred to Igenomix USA.

In Vitro Fertilization (IVF): PGT-A requires cell(s) from embryos to be analyzed; therefore, an in vitro fertilization procedure is required. Your fertility/IVF center will advise you on this process and may require a separate consent. ICSI (intracytoplasmic sperm injection) may be performed to reduce the risk of test errors

due to cell contamination. Abstinence from intercourse is recommended for two weeks prior to egg retrieval until the pregnancy test. It is known that sperm can survive several days in woman's body and that not all eggs may be retrieved. A misdiagnosis could result if a spontaneous pregnancy occurs.

Biopsy, Cell Preparation and Transport: Biopsy, cell preparation and transport procedure will take throughout your IVF clinic. Igenomix USA can analyze biopsies from Day 3 or Day 5 embryos. Your physician will determine the type of biopsy procedure. For embryo biopsy, the embryologist at your center will remove a single cell for Day 3 biopsy (called a blastomere biopsy) or multiple cells for Day 5 (call a trophectoderm biopsy). The embryo will remain at your IVF center. After the biopsy procedure, cell(s) are washed and transferred to a small test tube. Then the samples are transported by special carriers for either same day delivery or overnight delivery (i.e. Marken, FedEx etc.) to the Igenomix USA Laboratory. Transportation of samples is not without risk. Samples may be damaged or destroyed despite special and careful package. Samples may also be delayed because of weather, air travel problems or other unforeseen technical reasons beyond the control of Igenomix USA. Rarely, samples are not received or are damaged during transport. There is also a chance that the sample received in the Igenomix USA laboratory is unacceptable for analysis and result cannot be obtained. Igenomix USA is not responsible for any sample until it arrives at the Igenomix USA laboratory.

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Igenomix

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CONSENT FOR PGT-A

I/we have read this Patient Consent Form completely and have decided to proceed with PGT-A testing for aneuploidy and transfer selected embryos. I/we request that Igenomix USA perform PGT-A on all embryo samples sent by our IVF doctor. This consent applies to this and all future IVF cycles in which embryo testing with Igenomix USA is requested.

I/we acknowledge that PGT-A has both benefits and risks, some of which may as yet be unknown.

I/we acknowledge that PGT-A can determine whether the embryo could be affected by a chromosomal abnormality. However, I/we understand that PGT-A cannot detect all chromosome abnormalities and that my/our pregnancy must be followed by our IVF physician, obstetrician, and/or other appropriately trained healthcare professional. Igenomix USA encourages prenatal diagnosis (CVS or amniocentesis) during the resulting pregnancy in order to confirm the results of PGT-A. I/We understand that standard prenatal testing is recommended whether or not PGT-A for aneuploidy is

perfo1med. I/We understand that if I/we have questions about prenatal testing I/we may ask a genetic counselor or obstetrician.

I/we acknowledge that Igenomix USA is committed to monitoring the outcome of PGT-A and understand that Igenomix USA may contact me/us to inquire about the outcome of my/our IVF cycle. I/we acknowledge that I/we may be contacted throughout the course of the pregnancy and after wards about the outcome and to follow the child. Any information received during these follow-up encounters shall remain strictly confidential. Information received will not be used for any purpose other than to advance the science of genetic testing of preimplantation embryos and will be de-identified (anonymous)for any public use.

I/we have been given the oppo1tunity to talk with an lgenomix USA genetic counselor by telephone to ask questions about PGT-A and the information contained in this consent form. I/we understand that the lgenomix USA genetic counselor is available to answer any additional questions. If I/we decide to complete this form prior to speaking with the genetic counselor, I/we acknowledge that I/we will be able to ask any questions that I/we may have with the genetic counselor during a future appointment. I/we acknowledge that the request for genetic counseling must occur at least three business days before the biopsy date. If I/we decide to do testing within three days of the biopsy date, I/we agree to have testing peiformed without first speaking to the lgenomix USA genetic counselor and to pay all associated testing fees.

I/we acknowledge that Igenomix USA may not be held liable in any manner whatsoever for any birth defects, chromosomal abnormalities, false positive findings, false negative findings, shipping or packaging errors or omissions, nor for any damage in contract or tort arising out of Igenomix USA PGT-A screening.

I/we acknowledge that any legal controversy, dispute or disagreement arising out of the services provided by Igenomix USA or any subsidiary thereof should be settled by binding arbitration by the American Arbitration Association, under the applicable Arbitration Rules then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained, and claims may be filed in any California office of the American Arbitration Association. Any such arbitration shall take place at the American Arbitration Association office San Francisco, California; or if no such office exists, at the American Arbitration Office closest to Igenomix USA's corporate headquarters at the time of the filing of the arbitration. All disputes shall be decided under the laws of the State of California.

Choose the type of test requested:

PGT-A

By signing this Patient Consent Form I am/we are: (i) agreeing to the arbitration agreement set forth above, and are giving up your right to a jury trial as to all claims covered by such arbitration agreement; (ii) waiving the right to have evidence admitted only if it is deemed admissible under the applicable rules of

evidence; (iii) waiving the right to certain discovery procedures available under the California Code of Civil Procedure; and (iv) acknowledging that you have been advised to and have had the opportunity to consult with independent counsel concerning this arbitration agreement.

My/our signature below means that I/we have read and understand this Patient Consent Form. I/we have been encouraged to ask questions about any portion of this Igenomix USA Patient Consent Form and to consult with family, friends and/or medical or legal advisors as I/we see fit. This Patient Consent Form is the only agreement between Igenomix USA and me/us to provide PGT-A for aneuploidy. I/we explicitly acknowledge that this Patient Consent Form obligates me/us to participate in Arbitration should any dispute arise out of this agreement. I/we consent to PGT-A for aneuploidy by Igenomix USA.

Jingjing Zheng /s/ Jingjing Zheng
Patient Name Signature

January 8, 2020 | 15:07 EST

Date

William Wang /s/ William Wang
Patient Name Signature

January 11, 2020 | 21:35 EST

Date