

**THERESA FALLOWS, Individually, and  
On Behalf of Others Similarly Situated**

**Plaintiffs**

v.

**ST. JOSEPH MEDICAL CENTER, INC.  
7601 Osler Drive  
Towson, Maryland 21204**

**Serve On:  
The Corporation Trust, Inc.  
351 West Camden Street  
Baltimore, Maryland 21201**

**Defendant**

**IN THE  
CIRCUIT COURT**

**FOR**

**BALTIMORE CITY**

No. 24-C-10-000817

**CLASS ACTION COMPLAINT**  
**(Jury Trial Demand)**

The Plaintiff, Theresa Fallows (the "Class Plaintiff"), on behalf of herself and others similarly situated (hereinafter the "Plaintiffs") and pursuant to Maryland Rule 2-231, files this class action complaint against Defendant St. Joseph Medical Center, Inc. ("St. Joseph") and states:

**NATURE OF THIS ACTION**

1. The Plaintiffs were patients at St. Joseph Medical Center which is a 345-bed hospital in Towson, Maryland. St. Joseph is among the top 100 cardiovascular hospitals in the United States, and operates a cardiac catheterization center which performs approximately 6500 procedures a year at an enormous profit. Each catheterization procedure costs approximately \$10,000.

Case: 24-C-10-000817  
CV File New

Appear Fee

MLSC

COMMENT:

TERESA I. FALLOWS vs  
ST. JOSEPH MEDICAL CENTER,  
INC.

Receipt: #201000000001  
Cashier: BB CEBLAGE  
01/29/18 2:42PM

2. On the recommendation, advice and encouragement of St. Joseph, the Plaintiffs, as more precisely defined below, underwent medical procedures, including cardiac catheterization procedures with stent placement, without informed consent.

3. St. Joseph knew that the cardiac catheterization and stent placement performed on the Plaintiffs were done without obtaining informed consent. Nonetheless, St. Joseph and their agents systematically encouraged the Plaintiffs to consent to a harmful, invasive, and risky coronary procedure for their financial benefit. St. Joseph and its agents obtained the Plaintiffs' consent to cardiac catheterization and stent placement procedures by misinforming the Plaintiffs that their coronary arteries were blocked at levels which indicated that insertion of a cardiac stent was necessary.

4. As a result of St. Joseph's actions, the Plaintiffs, in addition to having to incur a medical procedure that included risks of death, heart attack, stroke and coronary artery damage, will be forced to endure long term drug therapy and monitoring and will suffer from increased risks of serious medical complications, including the risk of scar tissue forming inside or near the stent which would obstruct the blood supply in the artery

5. This class action seeks redress on behalf of the Class Plaintiff and others similarly situated for St. Joseph's wrongful actions. The Plaintiffs also seek compensatory and injunctive relief.

#### **JURISDICTION, VENUE AND PARTIES**

6. Pursuant to §3-2A-04 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Plaintiffs filed a Statement of Claim against St. Joseph with the Health Care Alternative Dispute Resolution Office of Maryland (the "HCADRO").

7. Pursuant to Section 3-2A-06B of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Plaintiffs filed an Election to Waive Arbitration with the HCADRO. A copy of the Election to Waive Arbitration is attached as Exhibit 1.
8. On January 28, 2010, the Director of HCADRO issued an Order transferring the case to the Circuit Court for Baltimore City. A copy of the Order is attached as Exhibit 2.
9. This Court has jurisdiction over this cause of action pursuant to Section 6-102 through 6-103 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, because St. Joseph has an interest in property and conducts business in Maryland.
10. The amount of this claim exceeds \$30,000.00
11. The proper venue for this action is Baltimore City pursuant to § 6-201 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, because St. Joseph carries on a regular business in Baltimore City.
12. The Class Plaintiff, Theresa Fallows, is a natural person and a Maryland resident residing at 2322 Harcroft Road Timonium, Maryland 21093.
13. St. Joseph is a corporation incorporated under the laws of Maryland.

#### **FACTUAL ALLEGATIONS**

14. The Class Plaintiff had a cardiac catheterization and stent placement procedure performed at St. Joseph on September 11, 2008 without informed consent. The Class Plaintiff and each Plaintiff's cardiac catheterization and stent procedure was recommended and performed by Dr. Mark Midei who was St. Joseph's employee and/or agent and by other employees and/or agents of St. Joseph and all their actions were performed within the scope of their employment or agency.

15. St. Joseph and its employees and agents performed hundreds, if not thousands, of similar cardiac catheterization stent procedures on its patients without obtaining informed consent.

16. On or about December 16, 2009, the Class Plaintiff received a letter from St. Joseph which stated that:

On September 11, 2008, you had a cardiac catheterization procedure with stent placement performed at St. Joseph Medical Center. I am writing to let you know that a subsequent clinical review of your cardiac catheterization report was different than the original report and may be relevant to your ongoing care and treatment.

St. Joseph sent similar letters to over 350 patients who had a cardiac stent procedure performed at St. Joseph.

17. The stent procedure performed on the Plaintiffs by St. Joseph was done without obtaining informed consent. Moreover, the cardiac catheterization report originally presented to the Plaintiffs materially misrepresented the condition of Plaintiffs' arteries.

18. The Plaintiffs face long term risks associated with the stent placement including, but not limited to, risks of blood clots, heart attack, prolonged use of expensive blood thinners. The Plaintiffs have also suffered severe psychological damages.

19. On information and belief, St. Joseph performed hundreds, if not thousands, of similar medically stent procedures on its patients without obtaining informed consent.

#### **CLASS ACTION ALLEGATIONS**

20. This civil action is an appropriate case to be brought and prosecuted as a class action by Plaintiffs against St. Joseph pursuant to Maryland Rule 2-231. The Class Plaintiff brings this action as a class action on her own behalf and on behalf of the entire class of people similarly situated.

21. The proposed Plaintiffs' class initially consists of:
- (a) All persons who have received cardiac catheterization procedures with stent placement at St. Joseph without informed consent and who received a notification letter about their procedure from St. Joseph similar to the letter received by the Class Plaintiff.
  - (b) All persons who have received cardiac catheterization procedures with stent placement at St. Joseph without informed consent and who have not received a notification letter about their procedure from St. Joseph similar to the letter received by the Class Plaintiff.

Excluded from the definition of the class are St. Joseph and any entity in which the St. Joseph has a controlling interest, any current employees, officers, or directors of the St. Joseph, and the legal representatives, heirs, successors, assigns, and spouses of the St. Joseph and members of the Maryland Judiciary, and their legal representatives, heirs, successors, assigns, and spouses.

**Maintainability of Class Action**

22. The members of the Plaintiffs' class are so numerous that the joinder of all members is impracticable. The approximate size of the Plaintiffs' class is over 350 patients.

23. There are common questions of law and fact on this action that are common to the Class, including but not limited to:

- (1) Whether St. Joseph's actions were taken without the informed consent of the patients who were misled into undergoing cardiac catheterization procedures with stent placement.
- (2) Whether St. Joseph's actions have caused or contributed to increased risk of cardiac failure, infection at the stent site, clotting, increased risk from blood clotting medications, increased fatigue, and death.
- (3) Whether St. Joseph's actions caused the Plaintiffs to incur medical expenses such as the cost of such medical / surgical procedures; co-pay deductibles

incurred; and out-of-pocket medical costs including but not limited to medical expenses, past and future.

(4) Whether St. Joseph was administratively negligent in hiring Dr. Midei and granting him privileges to perform stent procedures; in failing to institute and comply with procedures designed to detect when a cardiologist is performing procedures without obtaining informed consent; in failing to timely fire or revoke the hospital privileges of Dr. Midei; failing to warn Plaintiffs of the dangers of undergoing stent procedures recommended or performed by Dr. Midei; and/or failing to take precautions to make sure Dr. Midei did not harm patients by performing procedures without informed consent.

(5) Whether St. Joseph has been unjustly enriched by charging Plaintiffs for or making false claims to insurance companies, and others for the cardiac catheterization procedure with stent placement performed without informed consent at St. Joseph.

(6) Whether St. Joseph's notifications to patients are misleading and/or inadequate and/or omit information which is required for patients to make informed decisions about their health condition and risks and/or their legal rights.

(7) Whether St. Joseph's unilateral and unsupervised notification to some patients are adequate to apprise all patients who had cardiac catheterization procedure with stent placement at St. Joseph of St. Joseph's unlawful and unethical, conduct and the serious consequences to its patients; and

(8) Whether St. Joseph's unilateral and unsupervised notifications were designed to notify all and not just some patients who had cardiac catheterization procedure with stent placement without informed consent at St. Joseph.

24. The claims of the Class Plaintiff who is a representative party are typical to the claims of the class. The Class Plaintiff will fairly and adequately protect the interests of the class.

25. This action is properly maintained as a class action under Maryland Rule 2-231(b)(1)(A) in that separate actions by or against individual members of the class could create a risk of inconsistent or varying adjudications with respect to individual members of the class that could establish incompatible standards of conduct for St. Joseph.

26. This action is properly maintainable as a class action pursuant to Maryland Rule 2-231(b)(1)(B) in that separate actions by individual members of the class would create a risk of adjudications with respect to individual members of the class which would, as a practical matter, be dispositive of the interests of other members not party to the adjudications, or would substantially impair or impede their ability to protect themselves.

27. This action is also properly maintainable as a class action under Maryland Rule 2-231(b)(2) in that St. Joseph has acted or refused to act as alleged herein on grounds which are generally applicable to the class and have, by reason of such conduct, made appropriate final injunctive relief, and corresponding declaratory relief, with respect to the entire class as sought in this action.

28. This action is also properly maintainable under Maryland Rule 2-231(b)(3), in that questions of law or fact common to members of the class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy between the class and St. Joseph.

#### **The Desirability of Class Action**

29. The commonality of issues of law and fact, and the potential of relatively limited liability of St. Joseph to each class member, substantially diminishes the interest of members in the class in individually controlling the prosecution of separate actions. In addition, many of the members of Plaintiffs' class are unaware of their rights to prosecute a claim against St. Joseph. It is desirable that the claims be concentrated in this forum because St. Joseph conducts regular business in Baltimore. Most, if not all of the witnesses reside in close proximity to Baltimore. This class action can be managed without undue difficulty because Class Plaintiff will

vigorously pursue the interests of the class by virtue of the fact that Plaintiff has suffered the same losses as all other class members.

30. Plaintiffs' counsel are experienced in class actions and other complex litigation and will adequately represent the interests of the class.

**Count One**  
**Lack of Informed Consent**

31. The preceding paragraphs are incorporated herein by reference as if fully stated.

32. St. Joseph provided each of the Plaintiffs with a cardiac catheterization report which St. Joseph now admits was incorrect.

33. Based on this original and misleading report, St. Joseph obtained the Plaintiffs' consent to a cardiac catheterization and stent placement procedure.

34. The Plaintiffs were unaware of the inaccuracy of the cardiac catheterization report and justifiably relied on the report and did undergo the stent procedure.

35. Based on such justifiable reliance, the Plaintiffs signed certain consent forms prior to undergoing the stent procedure but their consent was not informed given St. Joseph's wrongful conduct. As a direct result of St. Joseph's actions, the Plaintiffs underwent a catheterization and stent procedure.

36. Had the Plaintiffs been informed of the true nature of the catheterization report, they would not have chosen to undergo the stent procedures.

37. As a direct, proximate, immediate and foreseeable result of the acts committed by St. Joseph, the Plaintiffs incurred medical expenses, including but not limited to: (a) the cost of the medical/surgical procedures incurred and/or paid by the Plaintiffs and/or; (b) co-pay/deductibles incurred and/or paid by the Plaintiffs and/or; (c) insurance benefit payments made to St. Joseph on behalf of the Plaintiffs and/or (d) out-of-pocket medical

costs associated with said medical/surgical procedures including, but not limited to, medication expenses and/or (e) the costs associated with the Plaintiffs' future medical monitoring and future medical treatment. As a direct, proximate, immediate and foreseeable result of the acts committed upon Plaintiffs by St. Joseph, the Plaintiffs were injured and suffered grievous and permanent injuries to their physical, mental, emotional and nervous systems, including but not limited to, having to undergo invasive and medical/surgical procedures and the anxiety, fear and emotional distress attendant thereto as a further direct, proximate, immediate and foreseeable result of the acts committed upon Plaintiffs by St. Joseph and Plaintiffs had and/or will be forced to hire physicians and/or surgeons and undergo future medical treatment. As a further direct, proximate, immediate and foreseeable result of the acts committed upon Plaintiffs by St. Joseph, the Plaintiffs had lost wages and/or other income.

38. All of the aforesaid damages and injuries were the result of St. Joseph's actions, without any negligence by any Plaintiff.

Wherefore, Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against St. Joseph finding that they are liable to Plaintiffs and others similarly situated;
- B. Compensatory damages for all co-pays and deductibles incurred by Plaintiffs in an amount to be determined at trial;
- C. Compensatory damages to provide full medical insurance coverage to all Plaintiffs who have lost their insurance or become uninsurable because of the cardiac catheterization procedures with stent placements;

- D. Compensatory damages to pay all costs associated with review of Plaintiffs cardiac catheterization procedures with Stent placements by cardiologists, internists, and such other medical professionals as may be deemed necessary by Plaintiffs' health care providers.
- E. Reimbursement to Plaintiffs of all costs paid by Plaintiffs or on behalf of Plaintiffs in connection with their cardiac catheterization procedures with stent placements, including all fees and expenses paid to doctors, anesthesiologists, the St. Joseph or any of their employees;
- F. All appropriate medical testing and medical monitoring costs, in an amount to be determined at trial;
- G. The costs and expenses of this action, including attorneys' fees;
- H. Pre-judgment and post-judgment interest;
- I. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and others similarly situated; and
- J. For all other further and general relief as the court deems just and necessary.

**Count Two**  
**Unjust Enrichment From Performing Surgeries**  
**Without Obtaining Informed Consent**

- 39. The preceding paragraphs are incorporated herein by reference as if fully stated.
- 40. St. Joseph has been greatly enriched by its acts and omissions, including, but not limited to, by its performance of coronary procedures on Plaintiffs and others similarly situated without obtaining informed consent. St. Joseph has benefited from its wrongful conduct by the collection of millions of dollars in medical fees.

41. Under the circumstances described herein it would be inequitable for St. Joseph to retain the benefits of their actions and inactions without paying the value thereof to Plaintiffs and others similarly situated.

42. No other remedy at law can adequately compensate Plaintiffs and others similarly situated for the damages occasioned by the conscious choice of St. Joseph to benefit financially by inducing Plaintiffs into undergoing coronary procedures without obtaining informed consent.

43. By reason of the unjust conduct of St. Joseph, Plaintiffs and others similarly situated are entitled to recover damages against St. Joseph, including, but not limited to the disgorgement of profits realized by St. Joseph from its unjust enrichment

Wherefore, Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against St. Joseph finding that they are liable to Plaintiffs and others similarly situated;
- B. Compensatory damages for all co-pays and deductibles incurred by Plaintiffs in an amount to be determined at trial;
- C. Payment to Plaintiffs of all costs paid by Plaintiffs or on behalf of Plaintiffs in connection with their cardiac catheterization procedures with stent placements, including all fees and expenses paid to doctors, anesthesiologists, the St. Joseph or any of its employees;
- D. All appropriate medical testing and medical monitoring costs, in an amount to be determined at trial;

- E. Compensatory damages in the amount of all profits realized by St. Joseph and any of its employees and agents by the performance of the stent procedure described herein in an amount to be determined at trial.
- F. The costs and expenses of this action, including attorneys' fees;
- G. Pre-judgment and post-judgment interest;
- H. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and others similarly situated; and
- I. For all other further and general relief as the court deems just and necessary.

**Count Three**  
**Administrative Negligence Which Permitted Surgeries**  
**to Be Performed Without Informed Consent**

- 44. The preceding paragraphs are incorporated herein by reference as if fully stated.
- 45. St. Joseph owed a duty to its patients, including the Plaintiffs, to insure that medical procedures were not performed on its patients without consent.
- 46. St. Joseph knowingly and willingly hired and/or extended hospital privileges to Dr. Midei, thereby allowing and/or authorizing him to perform interventional medical/surgical procedures, including stent placement on Plaintiffs.
- 47. St. Joseph, negligently and erroneously hired and/or granted Dr. Midei hospital privileges and/or allowed him to perform interventional medical/surgical procedures, including stent placement on Plaintiffs, without obtaining informed consent.
- 48. St. Joseph was negligent in failing to institute and/or comply with procedures designed to detect and/or determine when a cardiologist who is employed by or enjoys hospital privileges is performing medical procedures on patients such as Plaintiffs without obtaining informed consent.

49. St. Joseph was negligent in failing to timely fire and/or revoke hospital privileges to Dr. Midei in order to prevent him from performing or continuing to perform medical/surgical procedures on Plaintiffs without obtaining informed consent.

50. As a direct result of St. Joseph's breach of their duties to the Plaintiffs, the Plaintiffs endured a catheterization and stent procedure without informed consent.

51. As a direct, proximate, immediate and foreseeable result of the acts committed by St. Joseph, the Plaintiffs incurred the damages and injuries described herein.

Wherefore, Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against St. Joseph finding that they are liable to Plaintiffs and others similarly situated;
- B. Compensatory damages for all co-pays and deductibles incurred by Plaintiffs in an amount to be determined at trial;
- C. Compensatory damages to provide full medical insurance coverage to all Plaintiffs who have lost their insurance or become uninsurable because of the cardiac catheterization procedures with stent placements;
- D. Compensatory damages to pay all costs associated with review of Plaintiffs cardiac catheterization procedures with Stent placements by cardiologists, internists, and such other medical professionals as may be deemed necessary by Plaintiffs' health care providers.
- E. Reimbursement to Plaintiffs of all costs paid by Plaintiffs or on behalf of Plaintiffs in connection with their cardiac catheterization procedures with stent

- placements, including all fees and expenses paid to doctors, anesthesiologists, the St. Joseph or any of their employees;
- F. All appropriate medical testing and medical monitoring costs, in an amount to be determined at trial;
  - G. The costs and expenses of this action, including attorneys' fees;
  - H. Pre-judgment and post-judgment interest;
  - I. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and others similarly situated; and
  - J. For all other further and general relief as the court deems just and necessary.

**Count Four  
Fraud:**

**Inducing Patients to Undergo Surgeries Without Informed Consent by Fraud**

- 52. The preceding paragraphs are incorporated herein by reference as if fully stated.
- 53. St. Joseph falsely represented the level of arterial occlusions in their cardiac catheterization reports to Plaintiffs, which was a false representation of a material fact.
- 54. St. Joseph knew its representations were false and made them to Plaintiffs with the intent that Plaintiffs rely on St. Joseph's false representations.
- 55. Based on St. Joseph's false and fraudulent report, St. Joseph induced the Plaintiffs' to undergo a cardiac catheterization and stent placement procedure.
- 56. The Plaintiffs were unaware of the falsity of the cardiac catheterization report and justifiably relied on St. Joseph's fraudulent misrepresentation about the report and were induced and did undergo the stent procedure without informed consent.
- 57. Based on such justifiable reliance, procured by St. Joseph's fraudulent conduct, the Plaintiffs endured an catheterization and stent procedure.

58. St. Joseph's fraudulent conduct included intentionally concealing from Plaintiffs that they had been fraudulently induced into undergoing medical procedures and said concealment was done with St. Joseph's intention to induce Plaintiffs to act differently than they would have otherwise acted and to deprive Plaintiffs of their legal rights and proper medical treatment.

59. St. Joseph's concealment continued until investigations by public and private authorities resulted in the discovery of St. Joseph's fraud and such authorities required St. Joseph to notify some, but possibly not all, of the Plaintiffs, of St. Joseph's conduct.

60. As a direct, proximate, immediate and foreseeable result of the acts committed by St. Joseph, the Plaintiffs incurred the damages and injuries described herein.

Wherefore, Plaintiffs, on behalf of themselves and others similarly situated, demand that they be awarded damages together with equitable and injunctive relief as follows:

- A. A judgment against St. Joseph finding that they are liable to Plaintiffs and others similarly situated;
- B. Compensatory damages for all injuries suffered by Plaintiffs in an amount exceeding the required jurisdictional amount;
- C. Punitive damages in an amount exceeding the required jurisdictional amount for each member of the class;
- G. The costs and expenses of this action, including attorneys' fees;
- H. Pre-judgment and post-judgment interest;
- I. Equitable relief for providing notice and medical monitoring relief to the Plaintiffs and others similarly situated; and
- J. For all other further and general relief as the court deems just and necessary.

**Count Five**  
**Consumer Protection Act**

61. Plaintiffs sue St. Joseph for violation of the Maryland Consumer Protection Act (hereinafter "the CPA"), Md. Code Ann., Com. Law II § 13-101 *et seq.*, and incorporate herein the factual allegations of the above paragraphs.

62. Pursuant to CPA § 13-408, "any person may bring an action to recover for injury or loss sustained by him as a result of a practice prohibited by this title."

63. The offer for service, and the treatment or services rendered by St. Josephs and/or its agents are consumer services as defined by the CPA.

64. The actions, conduct, and affirmative and implied misrepresentations of St. Joseph's and/or their agents as set forth herein, including the misrepresentations concerning Plaintiffs cardiac cauterization report and St. Joseph's performance of the stent procedures set forth herein constitute "unfair or deceptive trade practices" as defined in § 13-301 of the CPA in that (i) they have the capacity, tendency, or effect of deceiving or misleading consumers; (ii) they constitute representations that the services are of a particular standard, quality, or grade which they are not; (iii) they constitute a failure to state a material fact which deceives or tends to deceive; (iv) they constitute misrepresentations and/or omissions of material facts made with the intent that Plaintiffs would rely thereon; and/or (v) they otherwise violate the provisions of § 13-301.

65. Plaintiffs reasonably relied to their detriment upon the actions, conduct, representations, and omissions of St. Joseph and its agents and/or employees and did undergo the stent procedure without informed consent.

66. As a direct and proximate result of St. Joseph's and/or their agents' unfair and deceptive trade practices, which are prohibited by the CPA, Plaintiffs have suffered the injury, loss, and other damages set forth herein.

67. Had Plaintiffs known that St. Joseph intentionally misrepresented their cardiac cauterization report and the benefits that Plaintiffs would receive from St. Joseph, they would not have agreed to the specific treatment that Plaintiffs received, and they would not have suffered the injuries and damages as set forth herein.

Wherefore, Plaintiffs demand judgment against St. Joseph in an amount exceeding the required jurisdictional amount for each member of the class plus reasonable attorney's fees pursuant to § 13-408 of the CPA.

**Count Six**  
**Injunctive Relief**

68. The preceding paragraphs are incorporated herein by reference as if fully stated.

69. As a direct, proximate, immediate and foreseeable result of the acts committed by St. Joseph, the Plaintiffs incurred the damages and injuries described herein.

70. Plaintiffs demand a judgment against St. Joseph finding that they are liable to Plaintiffs and others similarly situated and request that this court enter an order enjoining St. Joseph as follows:


(1) From performing any further cardiac catheterization procedures with stent placements unless such procedures are authorized for any patient by a cardiologist or other medical professional who is not affiliated with St. Joseph;

(2) Requiring St. Joseph to provide notice to all prospective patients who are scheduled to have cardiac catheterization procedures with stent placements at

St. Joseph that St. Joseph made it a practice to induce patients to undergo such procedures without informed consent because patients' consent was based on misleading or false cardiac catheterization reports;

- (3) Requiring St. Joseph to provide full medical insurance coverage to all Plaintiffs who have lost their insurance or become uninsurable because of the performance of the cardiac catheterization procedures with stent placements, without informed consent; and
- (4) Requiring St. Joseph to pay all costs associated with review of Plaintiffs cardiac catheterization procedures with stent placements by cardiologists, internists, and such other medical professionals as may be deemed necessary by Plaintiffs' health care providers.
- (5) Requiring St. Joseph to pay for all costs and expense of medical testing and monitoring in an amount to be determined at trial.
- (6) Requiring St. Joseph, under this Court's supervision: (1) to review all records of all patients who had cardiac catheterization procedures with stent placement at St. Joseph; (2) to determine which of those patients underwent these procedures without informed consent; and (3) thereafter to provide adequate and full information to all such patients that (i) their consent to such procedures was not informed consent and (ii) that St. Joseph's conduct in procuring such consent was unlawful and (iii) the serious consequences to its patients.


Respectfully submitted,  
MURPHY & FALCON, P.A.

By:   
William H. Murphy, Jr.  
Richard V. Falcon  
William H. Murphy III

1 South Street  
23<sup>rd</sup> Floor  
Baltimore, MD 21202  
410-539-6500  
410-539-6599

*Attorneys for Claimants*

Respectfully submitted  
LAW OFFICES OF PETER G. ANGELOS

By:   
Peter G. Angelos  
Patricia J. Kasputys  
Daniel K. Miller  
100 North Charles Street  
Baltimore, Maryland 21201

100 North Charles Street  
Baltimore, Maryland 21201  
410-649-2000  
*Attorneys for Claimants*

**THERESA I FALLOWS, Individually, and  
On Behalf of Others Similarly Situated**

**Plaintiffs**

v.

**ST. JOSEPH MEDICAL CENTER, INC.  
7601 Osler Drive  
Towson, Maryland 21204**

**Serve On:  
The Corporation Trust, Inc.  
351 West Camden Street  
Baltimore, Maryland 21201**

**Defendant**

**IN THE**

**CIRCUIT COURT**

**FOR**

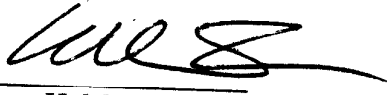
**BALTIMORE CITY**

No. \_\_\_\_\_

**DEMAND FOR JURY TRIAL**

The Plaintiff, Theresa I. Fallows (the "Class Plaintiff"), on behalf of herself and others similarly situated (the "Plaintiffs"), demands a jury trial on all issues so triable.


Respectfully submitted,  
MURPHY & FALCON, P.A.

By:   
William H. Murphy, Jr.  
Richard V. Falcon  
William H. Murphy III

1 South Street  
23<sup>rd</sup> Floor  
Baltimore, MD 21202  
410-539-6500  
410-539-6599

*Attorneys for Claimants*

Respectfully submitted  
LAW OFFICES OF PETER G. ANGELOS

By:   
Peter G. Angelos  
Patricia J. Kasputys  
Daniel K. Miller  
100 North Charles Street  
Baltimore, Maryland 21201

100 North Charles Street  
Baltimore, Maryland 21201  
410-649-2000  
*Attorneys for Claimants*