

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

JACQUELINE SCALES

11202 Brookdale Lane
Upper Marlboro, MD 20772

Individually and on Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

MID-ATLANTIC PERMANENTE
MEDICAL GROUP, P.C. d/b/a KAISER
PERMANENTE KENSINGTON MEDICAL
CENTER and KAISER PERMANENTE
LARGO MEDICAL CENTER

2101 East Jefferson Street
Rockville, MD 20852

Serve: Resident Agent:

The Prentice-Hall Corporation System, MA
7 St. Paul Street
Suite 820
Baltimore, MD 21202

and

KAISER FOUNDATION HEALTH PLAN
OF THE MID-ATLANTIC STATES, INC.

2101 East Jefferson Street
Rockville, MD 20852

Serve: Resident Agent:

The Prentice-Hall Corporation System, MA
7 St. Paul Street
Suite 820
Baltimore, MD 21202

and

BRYAN WILLIAMS, M.D.

6188 Oxon Hill Road
Oxon Hill, MD 20745

Defendants.

Civil Case No

CAL 17-18720

CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL

PR GEO CO MD 015

2017 AUG -3 PM 1:25

Clerk of the
Circuit Court

Case: CAL 17-18720
NEW CASE
APP FEE PLATN 10.00
CU CI FRK FEE 80.00
MD I FCAI SFRO 55.00
RTF - NEW CAS 30.00
TOTAL 175.00
Rpt# PC15 Rpt # 55515
SLH DCT Rtk # 181
Am WCL 2017 Rpt# 00

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, Jacqueline Scales, individually and on behalf of all others similarly situated, (collectively, "Plaintiffs"), by counsel, and files this Complaint against Defendants Mid-Atlantic Permanente Medical Group, P.C. d/b/a Kaiser Permanente Kensington Medical Center and Kaiser Permanente Largo Medical Center, Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., and Bryan S. Williams, M.D (collectively, "Defendants"). In support of this Claim, Plaintiffs aver as follows:

JURISDICTION AND PARTIES

1. The amount of this claim exceeds \$30,000.00.
2. Pursuant to Md. Code Ann., Cts. & Jud. Proc. §§ 6-201, 6-202, the venue of this claim is proper in Prince George's County, Maryland. Prince George's County is the venue in which the Defendants are employed or routinely and regularly engage in their professional business activities, the venue in which Plaintiffs were treated by the Defendants, the venue in which numerous essential likely witnesses in this case reside and/or are employed, and the venue in which Jacqueline Scales resides.
3. Jacqueline Scales, "Named Plaintiff," is an adult resident of Prince George's County, Maryland.
4. Defendant Mid-Atlantic Permanente Medical Group, P.C. ("MAPMG") is a Maryland corporation that hired, employed, and managed physicians, nurses, and staff at Kaiser health care facilities in Maryland, including the Kaiser Permanente Kensington Medical Center ("Kensington Medical Center") and the Kaiser Permanente Largo Medical Center ("Largo Medical Center") in Prince George's County, Maryland, at all times relevant to this case.

5. Defendant Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. (“KFHP”) is a Maryland corporation that hired, employed, and managed physicians, nurses, and staff at Kaiser health care facilities in Maryland, including the Kaiser Permanente Largo Medical Center in Prince George’s County, Maryland and the Kaiser Permanente Kensington Medical Center, at all times relevant to this case.

6. At all relevant times, Defendant Bryan Williams, M.D., was a pain management physician licensed to practice medicine in the State of Maryland, with a principal place of business in Prince George’s County. Dr. Williams’s license to practice medicine has since been suspended by the Maryland Board of Physicians.

7. At all relevant times, Dr. Williams was the actual and/or apparent, duly authorized agent, servant, and/or employee of MAPMG and/or KFHP (collectively, “Kaiser Providers,”) and was acting in the course and scope of his agency and/or employment.

8. At all relevant times, the Kaiser Providers were responsible for the substandard and negligent acts of their employees, agents, and/or servants/contractors, including Dr. Williams. Accordingly, the Kaiser Providers were and are vicariously liable to Plaintiffs for the acts of their actual and apparent agents, including Dr. Williams, pursuant to the doctrine of respondent superior. All references throughout this Complaint to the “Defendants” include and reference the acts and/or omissions of the Kaiser Providers’ employees, agents, and/or servants/contractors, including Dr. Williams.

9. On June 14, 2017 Plaintiffs filed a Claim Form, Personal Information Certification, Statement of Claim with a supporting Certificate of Merit and Report, and an Election to Waive Arbitration with the Health Care Alternative Dispute Resolution Office.

Copies of all documents filed with the HCADRO are attached hereto, and incorporated herewith, collectively, as Plaintiffs' Exhibit A.

FACTS COMMON TO ALL COUNTS

10. From November 2010 through October 28, 2014, Dr. Williams was employed as an interventional pain management specialist by the Kaiser Providers, and provided medical care and treatment to patients at the Largo Medical Center and Kensington Medical Center.

11. During the course of his employment, Dr. Williams conducted physical examinations of his patients during which he inappropriately touched the patients' genitalia, including digital penetration of the vagina and/or anus, and otherwise abused and assaulted them. No Kaiser chaperone, nurse, or other staff member was present during these examinations. The details of these examinations are outlined in the Maryland Board of Physicians' Order for Summary Suspension of License to Practice Medicine, ("MBOP Order"), Exhibit B.

12. Dr. Williams's inappropriate, abusive, and assaultive touching of his patients continued throughout the course of his employment and on multiple documented occasions. *See* Exhibit B. Multiple former patients of Dr. Williams reported him to the Maryland Board of Physicians and Kaiser. Dr. Williams saw hundreds, if not thousands, of other patients throughout his tenure at Kaiser.

13. On or about May 2013, one of Dr. Williams's patients confronted a physician's assistant at Dr. Williams's office—a Kaiser Provider agent and/or employee—regarding the unusual and uncomfortable examination that she had received from Dr. Williams. The physician's assistant provided her with no explanation for the exam. Ex. B at para. 116.

14. On June 3, 2013, that same patient emailed Dr. Williams's office and told him that she was "VERY UNCOMFORTABLE" with the exam and asking to know its name and purpose. He did not address her concerns. Ex. B at para. 118.

15. In September 2013, the Kaiser Providers received a formal complaint regarding Dr. Williams's inappropriate and assaultive conduct. Ex. B at para. 6.

16. On or about December 2013, the Kaiser Providers were again informed of Dr. Williams's inappropriate, abusive, and assaultive conduct. One of Dr. Williams's patients informed their primary care physician, an agent, servant, and/or employee of the Kaiser Providers, of Dr. Williams's conduct during his examination of the patient. *See* Ex. B at n. 7.

17. Despite having received multiple complaints, Kaiser Providers did not reprimand, suspend, terminate, report or otherwise discipline Dr. Williams. Instead, on or about January 2014, the Kaiser Providers discussed with Dr. Williams his inappropriate and assaultive behavior with him and mandated that he enroll in a continuing medical education seminar which described and discussed the importance of and protocol regarding the inclusion of a chaperone in the exam room during a physician's examination of his patients. Kaiser instructed Dr. Williams to have a chaperone present "whenever he was examining a female patient" and that family members "were not to be used as chaperones." Ex. B at para. 26.

18. Dr. Williams represented to the Kaiser Providers that he had completed this seminar but it was in fact never completed. Neither did the Kaiser Providers confirm or otherwise verify Dr. Williams's completion of the seminar.

19. The Kaiser Providers did not confirm or otherwise verify Dr. Williams's appropriate use of chaperones.

20. Despite multiple complaints and the Kaiser Providers' actual knowledge of Dr. Williams's conduct, Dr. Williams continued his pattern of inappropriate, impermissible, and assaultive conduct towards his patients. Moreover, the Kaiser Providers never informed Dr. Williams's patient of his conduct.

21. In belated response to numerous patient complaints of inappropriate touching by Dr. Williams, Dr. Williams's employment as a physician at Kaiser was terminated on October 28, 2014.

22. The Kaiser Providers' acts and/or omissions in adopting, permitting, and/or acquiescing to Dr. Williams' assault and abuse of numerous patients, including but not limited to their failure to timely disavow or repudiate Dr. Williams's conduct, as well as their failure to report his unlawful conduct, constituted express and/or implied ratification of that conduct, for which the Kaiser Providers are directly liable.

23. On April 9, 2015, the Maryland State Board of Physicians ("MBOP") received a formal complaint from the Kaiser Defendants regarding Dr. Williams's inappropriate touching, battering, and assault of Kaiser patients.

24. MBOP began an independent investigation of Dr. Williams, and on April 4, 2016, approximately one year after receiving the formal complaint from the Kaiser Defendants, MBOP charged him with "immoral and unprofessional conduct in the practice of medicine," in violation of the Maryland Medical Practice Act, Md. Code Ann., Health Occ. § 14-404(a)(3)(i) and (ii).

25. On May 18, 2016, MBOP summarily suspended Dr. Williams's license to practice medicine in the State of Maryland. It issued a written order outlining in detail the factual basis for that decision, having determined that "public health, safety or welfare imperatively require

emergency action in this case.” Ex. B at p. 21. On May 26, 2016, MBOP elected to continue Dr. Williams’s suspension.

NAMED PLAINTIFF’S ADDITIONAL FACTUAL ALLEGATIONS

26. On or about June 19, 2014, Ms. Scales presented to Dr. Williams at Largo Medical Center for treatment of her lower back pain.

27. Despite prior knowledge that Dr. Williams was violating the Kaiser Providers’ chaperone policy, Ms. Scales was unaccompanied into the examination room for her appointment with Dr. Williams, during which Dr. Williams performed a physical examination.

28. Prior to her examination and treatment by Dr. Williams, Ms. Scales was not advised that Dr. Williams had inappropriately touched, battered, injured, abused, and/or assaulted other patients while they were in his care at Largo Medical Center and Kensington Medical Center.

29. A Kaiser Provider chaperone was not present during Dr. Williams’s physical examination of Ms. Scales.

30. At the beginning of the examination, Dr. Williams instructed Ms. Scales to lie face down on the examining table and to pull down her pants. Ms. Scales complied and pulled her pants and underwear down below her buttocks.

31. Dr. Williams, without Ms. Scales’s consent, with no clinical justification, and without wearing gloves, then inserted his fingers into her vagina.

32. There was neither clinical basis nor consent for Dr. Williams to touch Ms. Scales in the inappropriate manner in which he touched her.

33. A similar assault and battery occurred on June 25, 2014 when Ms. Scales was seen by Dr. Williams at Kensington Medical Center.

34. The Kaiser Providers knew, or should have known, that similar inappropriate conduct by Dr. Williams had been reported to various Kaiser Provider personnel by other patients prior to June 19, 2014.

CLASS ACTION ALLEGATIONS

35. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint, as if fully set forth herein.

36. This civil action is properly maintainable as a class action pursuant to Maryland Rule 2-231, on behalf of the following classes of persons:

Class A:

All patients examined and/or treated by Bryan Williams, M.D. between November 1, 2010 and October 28, 2014, inclusive.

Class B:

All members of Class A whom Bryan Williams, M.D. inappropriately touched, assaulted, and/or battered during his examination and/or treatment of them.

37. Excluded from the definition of the Classes are MAPMG, KFHP, Bryan Williams, M.D. and any entity in which MAPMG, KFHP, Bryan Williams, M.D. has a controlling interest; any current W-2 employees, officers, or directors of MAPMG, KFHP and/or Bryan Williams, M.D.; the legal representatives, heirs, successors, assigns of MAPMG, KFHP and/or Bryan Williams, M.D.; members of the Maryland Judiciary and their legal representatives, heirs, successors, assigns, and spouses; and non-Maryland residents.

38. Each Class is identifiable and easily ascertainable. Named Plaintiff Jacqueline Scales is a member and proposed Class Representative of both Classes.

Maintainability of Class Action

39. Dr. Williams examined and/or treated hundreds, if not thousands, of patients in the five years that he was employed by and/or an agent of the Kaiser Providers. Accordingly, the

members of each respective Class are so numerous that the joinder of all members is impracticable.

40. The questions of law and fact in this case are uniquely common to the members of each respective Class and predominate over any question affecting only individuals.

41. Common questions of law and fact pertaining to both Class A and Class B include but are not limited to:

- (1) To what extent the Kaiser Providers allowed Dr. Bryan Williams to have unsupervised access to patients when it knew or should have known that Dr. Williams had a propensity to commit sexual battery against his patients;
- (2) The earliest date upon which Kaiser Providers knew or should have known about Bryan Williams, M.D.'s inappropriate touching, assault, battery, abuse, and injury of his patient(s);
- (3) Whether Bryan Williams, M.D. was an actual and/or apparent agent, servant, and/or employee of the Kaiser Providers during the relevant time period;
- (4) Whether the Defendants had a duty to advise the Class Members of Brian Williams, M.D.'s inappropriate conduct and his propensity to assault and commit sexual battery against his patients prior to the Class Member undergoing treatment; *i.e.*, whether the Defendants had a duty to obtain the Class Members' informed consent prior to Dr. Williams's subsequent treatment and examination of each Class Member;
- (5) Whether Defendants had a duty to advise the Class Members of Bryan Williams, M.D.'s inappropriate conduct and his propensity to assault and commit sexual battery against his patients at any time, whether before, during, or after the Class Members underwent examination or treatment from Dr. Williams; and
- (6) Whether Defendants' acts and omissions are governed by the Consumer Protection Act, Md. Code Ann., Comm. Law II § 13-101, *et seq.*

42. Additional common questions of law and fact pertaining to Class B include but are not limited to:

- (1) Whether Bryan Williams, M.D. inappropriately touched, assaulted, committed battery against, injured, and/or abused members of Class B;

- (2) Whether Bryan Williams, M.D.'s actions as alleged were without clinical justification;
- (3) Whether the Kaiser Providers breached their duty to provide a safe premises, free of the risk of harm and/or injury by their employees and/or agents, including Bryan Williams, M.D.;
- (4) Whether the Kaiser Providers owed a statutory and/or common law duty of care to the Class B Members when they knew or should have known that Bryan Williams, M.D. had threatened, harmed, injured, and battered other Kaiser patients prior to June 19, 2014; and
- (5) Whether the Kaiser Providers' negligent actions, including but not limited to continuing to employ Bryan Williams, M.D. and permit him to treat patients when the Kaiser Providers knew or should have known that Dr. Williams had threatened, harmed, injured, and battered other Kaiser patients, directly and proximately resulted in foreseeable injuries or damages to the Class B Members;
- (6) Whether Dr. Bryan Williams was aided in accomplishing his wrongful acts by the virtue of his agency relationship with the Kaiser Providers and the authority provided to him by the Kaiser Providers;
- (7) Whether the Kaiser Providers' acts and/or omissions in adopting, permitting, and/or acquiescing to Dr. Williams' assault and abuse of numerous patients, including but not limited to their failure to timely disavow or repudiate Dr. Williams's conduct, constituted express and/or implied ratification of that conduct; and
- (8) Whether the Kaiser Providers' actions and/or alleged failure to act, including their alleged negligent failure to properly investigate, credential, select, monitor, and supervise Bryan Williams, M.D., directly and proximately resulted in foreseeable injuries or damages to the Class B Members.

43. The claims of the Named Plaintiff, who is a representative party, are typical of the claims and defenses of the members of both Class A and Class B.

44. The Named Plaintiff will fairly and adequately protect the interests of both Classes. The interests of the Named Plaintiff and of all other members of each respective Class are identical, and the Named Plaintiff is cognizant of her duties and responsibilities to each respective Class.

45. The interests of Class A and Class B are not conflicting or divergent but, rather, are common. Accordingly, Named Plaintiff can fairly and adequately represent the interests of both Classes.

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

47. 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 each respective Class would create a risk of adjudications with respect to individual members of each respective Class that 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.

48. This action is properly maintainable under Maryland Rule 2-231(b)(3), in that questions of law or fact common to members of each respective 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 each respective Class and Defendants.

49. This action is also properly maintainable under Maryland Rule 2-231(d), in that particular issues common to the class, as described in part in paragraphs 41 and 42, are most appropriately and efficiently resolved via class action.

The Desirability of Class Action

50. The commonality of issues of law and fact in this case are clear. Many of the class members may be unaware of their right to prosecute a claim against the Defendants, or the fact that they have a claim against the Defendants. Given the nature of Dr. Williams's conduct and their attendant injuries, the class members have been and may continue to be reticent to come forward and to prosecute their individual claims against Defendants. This Class Action can be managed without undue difficulty because the Named Plaintiff will vigorously pursue the interests of each class by virtue of the fact Named Plaintiff has suffered the same injuries arising out of the same event as other members of each respective Class.

51. To the extent that some class members have an interest in individually controlling the prosecution of a separate action, they may exclude themselves from this action upon their receipt of notice under Maryland Rules 2-231(e).

52. The difficulties likely to be encountered in the management of a class action in this litigation are insignificant, especially when weighed against the virtual impossibility of affording adequate relief to the class members through dozens of separate actions.

53. Plaintiffs' counsel is experienced in class actions and other complex litigation and has previously litigated class actions with success both within this Court's jurisdiction and elsewhere. Therefore, Plaintiffs' counsel will adequately represent the interests of each Class.

COUNT I: FAILURE TO PROVIDE INFORMED CONSENT **Named Plaintiff and Class A Against All Defendants**

54. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

55. Defendants failed to provide informed consent to Ms. Scales and the members of Class A.

56. Specifically, prior to undergoing examination and treatment by Dr. Williams, neither Ms. Scales nor the Class A Members were advised that Dr. Williams had a history of and propensity for inappropriately touching, assaulting, injuring, abusing, and committing battery against his patients and that he had been accused of such treatment.

57. Prior to the Class A Members' examination and/or treatment by Dr. Williams, Defendants knew or should have known of Dr. Williams' history of and propensity for inappropriately touching, assaulting, injuring, abusing, and committing battery against his patients.

58. Dr. Williams's history of and propensity for inappropriately touching, assaulting, injuring, abusing, and committing battery against his patients was a material risk that a reasonable person, including Ms. Scales and the Class A Members, would have wanted to know and should have been advised of prior to their decision to proceed with treatment.

59. Had Ms. Scales and the Class A Members been advised of Dr. Williams's history of and propensity for inappropriately touching, assaulting, injuring, abusing, and committing battery against his patients, the a reasonable person, such as the members of Class A, would not have chosen to receive treatment from Dr. Williams.

60. Moreover, had Ms. Scales and the Class A Members chosen not to receive treatment from Dr. Williams, they would not have been inappropriately touched, injured, abused, battered, or assaulted by Dr. Williams. Specifically, Named Plaintiff would not have sustained injury on June 19, 2014 or June 25, 2014.

61. As a direct and proximate result the Defendants' failure to provide informed consent, Ms. Scales and the Class A Members were deprived of their right to make informed medical decisions, sustained serious and permanent injury and incurred substantial related costs.

WHEREFORE, Plaintiffs request that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and the Class A Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class A;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT II: CONSUMER PROTECTION ACT
Named Plaintiff and Class A Against Kaiser Providers

62. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

63. Named Plaintiff and the Class A Members sue the Kaiser Providers for violations of the Maryland Consumer Protection Act (hereinafter "the CPA"), Md. Code Ann., Comm. Law II § 13-101 *et seq.*

64. 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."

65. The offer for service, the treatment or services rendered, and the goods provided by Kaiser Providers and/or its agents, including Dr. Williams, are consumer services and/or goods as defined by the CPA.

66. The actions, conduct, and affirmative and implied misrepresentations of the Kaiser Providers and/or their agents as set forth herein, including the misrepresentations concerning the safety, security, and supervision of Dr. Williams's patients, including Named Plaintiff and the Class A Members, and the degree of supervision, qualification, and oversight of Dr. Williams, as 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 and goods 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 Named Plaintiff and the Class A Members would rely thereon; and/or (v) they otherwise violate the provisions of § 13-301.

67. Named Plaintiff and the Class A Members reasonably relied to their detriment upon the actions, conduct, representations, and omissions of Kaiser Providers and their agents and/or employees and did purchase pain management medication and undergo the pain management procedure without informed consent. The list of unfair and deceptive trade practices set forth in

the Maryland Consumer Protection Act is a nonexclusive list intended to be illustrative of the types of practices prohibited by the Act. Inasmuch as the description of unfair and deceptive trade practices set forth in the Act is intended to be a nonexclusive enumeration of prohibited practices, Plaintiff and Class A allege that the Kaiser Providers' conduct, actions, omissions, statements, and representations as alleged in this Complaint constitute an unlawful trade practice prohibited by the Maryland Consumer Protection Act in that the Kaiser Providers, among other things, took unfair advantage of the lack of knowledge, ability and experience of Maryland consumers regarding the transactions it negotiated with Plaintiff and Class A and mislead them as to the true nature and/or condition of the service, the treatment and/or services rendered and the goods provided by the Kaiser Providers and/or their agents, including Dr. Williams, and the benefits received therefrom.

68. As a direct and proximate result of the Kaiser Providers' and/or their agents' unfair and deceptive trade practices which are prohibited by the CPA, Named Plaintiff and the Class A Members have suffered the injury, loss, and other damages set forth herein.

69. Had Named Plaintiff and the Class A Members known that Kaiser Providers intentionally misrepresented their services and goods and the benefits that Named Plaintiff and the Class A Members would receive from the Kaiser Providers and Dr. Williams, they would not have agreed to the specific treatment that they received, and they would not have suffered the injuries and damages as set forth herein.

WHEREFORE, Named Plaintiff and the Class A Members request that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;

- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and the Class A Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class A Members;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT III: NEGLIGENT SUPERVISION AND RETENTION
Named Plaintiff and Class B Against the Kaiser Providers

70. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

71. At least as early as June 3, 2013, the Kaiser Providers knew or reasonably could have discovered and should have known about Dr. Williams's propensities to sexually batter, threaten, harm, assault, and otherwise mentally, physically, and emotionally injure patients.

72. At least as early as June 3, 2013, the Kaiser Providers placed Dr. Williams into a position of employment where he would have unfettered access to vulnerable patients without direct supervision, oversight, or monitoring.

73. The Kaiser Providers had a duty of care to Named Plaintiff and the Class B Members when hiring, retaining, supervising, and evaluating its prospective employees, including Dr. Williams, to timely, adequately, and appropriately heed and act on all reasonable

suggestions that Dr. Williams had the propensity to, and/or had actually, inappropriately touched patients in the course and scope of his employment for Kaiser Providers.

74. Kaiser Providers had a duty of care to Named Plaintiff and Class B to prohibit Dr. Williams from privately interacting with Plaintiffs, given Dr. Williams's propensity to sexually batter, threaten, harm, assault, and otherwise mentally, physically, and emotionally injure patients.

75. Upon information and belief, Dr. Williams engaged in unlawful sexual battery of numerous patients while employed by Kaiser Providers.

76. Dr. Williams used his position as a Kaiser Provider physician to gain access to vulnerable patients and to assault and commit sexual battery against Named Plaintiff and the members of Class B.

77. Kaiser Providers knew or should have known that Dr. Williams had committed sexual battery against other patients prior to June 19, 2014, and that Dr. Williams had a propensity to assault and commit sexual battery against patients and to otherwise physically threaten, harm, and injure such patients.

78. Kaiser Providers continued to permit Dr. Williams unfettered access to vulnerable female patients without a chaperone or other close personal supervision.

79. Kaiser Providers failed to timely, appropriately, and adequately investigate the claims that Dr. Williams had assaulted, battered, and otherwise inappropriately touched patients prior to June 19, 2014.

80. Kaiser Providers had a duty of care to Named Plaintiff and Class B to ensure their safety and to protect them from being assaulted and battered by Kaiser Providers' employees and/or agents, including Dr. Williams.

81. Assaults and sexual batteries of the sort suffered by Named Plaintiff and Class B were entirely preventable had Kaiser timely, adequately, and appropriately investigated the comments made regarding Dr. Williams prior to June 19, 2014 and intervened by prohibiting Dr. Williams's continuing unfettered and unsupervised access to vulnerable patients.

82. In breach of its duty of care, Kaiser Providers negligently failed to timely, adequately, and appropriately supervise Dr. Williams when he physically examined patients.

83. In breach of their duty of care, Kaiser Providers negligently retained Dr. Williams when Kaiser knew, or should have known, of Dr. Williams's propensity to sexually assault, batter, and otherwise harm and injure vulnerable patients.

84. As a direct and proximate cause of Kaiser Providers' negligent supervision and negligent retention of Dr. Williams, Kaiser Providers created a foreseeable risk of harm to their patients, including Named Plaintiff and Class B.

85. As a direct and proximate result of Kaiser Providers' negligent supervision and negligent retention of Dr. Williams, the Named Plaintiff and Class B Members were assaulted and sexually battered by Dr. Williams while patients of the Kaiser Providers and while at their facilities, sustained serious and permanent injury, including great pain of mind and body, suffered mental and emotional distress, required substantial causally-related medical treatment, including extensive counseling, and incurred substantial related costs.

WHEREFORE, Named Plaintiff and the Class B Members demand that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;

- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and the Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class B;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT IV: NEGLIGENCE—RESPONDEAT SUPERIOR
Named Plaintiff and Class B Against Kaiser Providers

86. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

87. At all times relevant hereto, Dr. Williams was acting in the course and scope of his employment for the Kaiser Providers.

88. Dr. Williams took advantage of his position as a Kaiser physician to sexually assault and commit battery against Named Plaintiff and Class B Members.

89. Dr. Williams committed sexual assault and battery against Named Plaintiff and Class B Members while he was acting as a physician for the Kaiser Providers, under the guise of medical treatment, and in furtherance of the Kaiser Providers' interests.

90. Dr. Williams's acts of sexual assault and battery against Named Plaintiff and the Class B Members were regularly committed at Kaiser Providers' health care facilities.

91. Kaiser Providers are vicariously liable for the actions of Dr. Williams.

92. As a direct and proximate result of Kaiser Providers' negligence, Named Plaintiff and the Class B Members were sexually assaulted and battered by Dr. Williams while patient of the Kaiser Providers and while at a Kaiser Providers' facility, sustained serious and permanent injury, including great pain of mind and body, suffered mental and emotional distress, required substantial causally related medical treatment including extensive counseling and incurred substantial related costs.

WHEREFORE, Named Plaintiff and the Class B Members demand that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiff's Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and the Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class B;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT V: NEGLIGENCE
Named Plaintiff and Class B Against Kaiser Providers

93. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

94. At least as early as June 3, 2013, the Kaiser Providers knew or reasonably could have discovered and should have known about Dr. Williams's propensities to sexually batter, threaten, harm, assault, and otherwise mentally, physically, and emotionally injure patients.

95. At least as early as June 3, 2013, the Kaiser Providers placed Dr. Williams into a position of employment where he would have unfettered access to vulnerable patients without direct supervision, oversight, or monitoring. The Kaiser Providers continued to provide Dr. Williams with such access despite numerous complaints from his patients regarding Dr. Williams's acts of sexual misconduct, abuse, and assault.

96. The Kaiser Providers' acts and/or omissions in adopting, permitting, and/or acquiescing to Dr. Williams' assault and abuse of numerous patients, including but not limited to their failure to timely disavow or repudiate Dr. Williams's conduct, constituted express and/or implied ratification of that conduct, for which the Kaiser Providers are directly liable.

97. The Kaiser Providers also had a duty of care to the Named Plaintiff and Class B Members to timely, adequately, and appropriately report Dr. Williams's sexual misconduct and his propensity to sexually batter, threaten, harm, assault, and otherwise mentally, physically, and emotionally injure patients to the Maryland Board of Physicians.

98. COMAR 10.32.17.01 et seq explicitly prohibits "sexual misconduct against patients or key third parties by individuals licensed or certified under Health Occupations Article, Titles 14 and 15, Annotated Code of Maryland." Dr. Williams was licensed pursuant to Title 14 of the Health Occupations Article.

99. COMAR 10.32.22.03 requires a reporting entity, including the Kaiser Providers, to report to the Maryland Board of Physicians in writing “any change made with respect to a health care provider” that the reporting entity employs, contracts with, or has granted privileges. It states that “[a] reporting entity shall inform the Board of any change that has been made, in whole or in part, because the reporting entity had reason to believe that the health care provider... committed unethical or unprofessional conduct.”

100. Maryland Code Ann., Health Occ. Article § 14-413(a)(1) requires a hospital and related institution, including the Kaiser Providers, to “submit to the [Maryland Board of Physicians] a report within 10 days after... [t]he hospital or related institution placed any... restrictions or conditions on any of the licensed physicians... for any reasons that might be ground for disciplinary action under § 14-404 of this subtitle.”

101. “Immoral conduct in the practice of medicine” and “unprofessional conduct in the practice of medicine” are reasons for disciplinary action under § 14-404 of the Health Occupations Article and, in fact, were the basis for the Maryland Board of Physicians’ Order suspending Dr. Williams. See Exhibit B.

102. In January 2014, the Kaiser Providers required Dr. Williams to attend a seminar that instructed health care providers on proper chaperoning procedures during medical examinations. The Kaiser Providers did not report this restriction on Dr. Williams’s employment to the Maryland Board of Physicians.

103. Kaiser Providers knew or should have known that Dr. Williams had committed sexual battery against other patients, and that Dr. Williams had a propensity to assault and commit sexual battery against patients and to otherwise physically threaten, harm, and injure such patients.

104. Nonetheless, Kaiser Providers failed to report Dr. Williams to the Maryland Board of Physicians. Kaiser Providers continued to permit Dr. Williams unfettered access to vulnerable female patients without a chaperone or other close personal supervision and failed to inform Dr. Williams's patients of his proclivities and sexual misconduct. This conduct was a breach of the Kaiser Providers' duty of care to the Named Plaintiff and Class B Members.

105. The Kaiser Providers breached their duty of care to the Named Plaintiff and Class B when they failed to timely, adequately, and appropriately report his misconduct and the subsequent restriction on his employment to the Maryland Board of Physicians.

106. The Kaiser Providers breached their duty of care to the Named Plaintiff and Class B when they ratified and otherwise permitted Dr. Williams's assault, abuse, and battery of his patients to continue.

107. Assaults and sexual batteries of the sort suffered by the named Plaintiff and Class B were entirely preventable had Kaiser timely, adequately, and appropriately reported Dr. Williams's misconduct to the Maryland Board of Physicians, as they were required to do.

108. As a direct and proximate cause of the Kaiser Providers' negligence, Kaiser Providers created a foreseeable risk of harm to their patients, including Named Plaintiff and Class B.

109. As a direct and proximate result of Kaiser Providers' negligence, the Named Plaintiff and Class B Members were assaulted and sexually battered by Dr. Williams while patients of the Kaiser Providers and while at their facilities, sustained serious and permanent injury, including great pain of mind and body, suffered mental and emotional distress, required substantial causally-related medical treatment, including extensive counseling, and incurred substantial related costs.

WHEREFORE, Named Plaintiff and the Class B Members demand that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff, the Class A Members, and the Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class A and Class B;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT VI: BATTERY
Named Plaintiff and Class B Against Defendant Dr. Williams

110. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

111. The conduct and actions of Dr. Williams, including the sexual assault and battery of Named Plaintiff and the Class B Members constituted an intentional and offensive touching to which the Named Plaintiff and Class B Members did not consent.

112. The conduct and actions of Dr. Williams, including the sexual assault and battery of Named Plaintiff and the Class B Members, were neither medically indicated nor clinically justifiable.

113. The intentional, nonconsensual touching of Named Plaintiff and the Class B Members by Dr. Williams was highly offensive to the reasonable sense of dignity of Named Plaintiff and the Class B Members.

114. As a direct and proximate result of Dr. Williams's conduct and actions, Named Plaintiff and the Class B Members were physically, mentally, and emotionally injured, suffered great indignity and offense, suffered pain of mind and body, suffered mental and emotional distress, required substantial causally related medical treatment including extensive counseling for related treatment, and have incurred other substantial related costs.

WHEREFORE, Named Plaintiff and the Class B Members request that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;

H. Grant equitable relief for providing notice to the Class B Members;

I. Award for all other further and general relief as the court deems just and necessary.

COUNT VII: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
Named Plaintiff and Class B Against Dr. Williams

115. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

116. Dr. Williams's conduct in sexually assaulting and battering Named Plaintiff and the Class B Members was intentional and in deliberate disregard for the high degree of probability that Named Plaintiff and the Class B Members would suffer emotional distress as a result.

117. Dr. Williams's conduct in sexually assaulting and battering Named Plaintiff and the Class B Members was extreme and outrageous.

118. Dr. Williams's conduct and actions were the direct and proximate cause of severe emotional distress to Named Plaintiff and the Class B Members.

119. As a direct and proximate result of Dr. Williams's extreme, outrageous, and intentional conduct, Named Plaintiff and the Class B Members were, and remain, severely physically, mentally, and emotionally injured, suffered and continue to suffer great pain of mind and body, suffered and continue to suffer mental and emotional distress, have incurred and will continue to incur causally related medical expenses for related treatment, and have incurred and will continue to incur other substantial related costs.

WHEREFORE, Named Plaintiff and the Class B Members request that they be awarded damages together with equitable relief as follows:

A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);

- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and the Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class B Members;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT VIII: PREMISES LIABILITY
Named Plaintiff and Class B Against Kaiser Providers

120. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

121. At all times relevant hereto, the Kaiser Providers had a duty to Named Plaintiff and the Class B Members to provide a safe premises, free of the risk of harm and/or injury by the Kaiser Providers' employees and/or agents. Future sexual assaults and batteries of the sort suffered by Named Plaintiff and the Class B Members were entirely preventable had the Kaiser Providers timely, adequately, and appropriately prevented Dr. Williams's continuing unfettered access to vulnerable patients, including Named Plaintiff and Class B Members.

122. In breach of their duty to Named Plaintiff and the Class B Members, the Kaiser Providers negligently failed to provide safe premises, free of the risk of harm and/or injury by the Kaiser Providers' employees and/or agents, including Dr. Williams. Kaiser Providers had

ample notice and opportunity to ensure the safety of their patients, including Named Plaintiff and the Class B members, from being the victims of future sexual assaults and batteries committed by Dr. Williams.

123. As a direct and proximate result of the Kaiser Providers' negligence in failing to maintain a safe premises and to otherwise protect Named Plaintiff and the Class B Members from harm, Named Plaintiff and the Class B Members were sexually assaulted and battered while patients at the Kaiser Permanente Largo Medical Center and/or Kaiser Permanente Kensington Medical Center.

124. As a direct and proximate result of the Kaiser Providers' conduct and actions, Named Plaintiff and the Class B Members were physically, mentally, and emotionally injured, suffered great indignity and offense, suffered pain of mind and body, suffered mental and emotional distress, required substantial causally related medical treatment including extensive counseling for related treatment, and have incurred other substantial related costs.

WHEREFORE, Named Plaintiff and the Class B Members request that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);
- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and the Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;

- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to Class B Members;
- I. Award for all other further and general relief as the court deems just and necessary.

COUNT IX: PUNITIVE DAMAGES
Named Plaintiff and Class B Against All Defendants

125. Plaintiffs repeat and re-allege each and every allegation contained in the preceding and following paragraphs of this Complaint as if fully set forth herein.

126. Defendant Dr. Williams's conduct in sexually assaulting and battering Named Plaintiff and the Class B Members, under the guise of medical treatment evidences evil motive, intent to injure, ill will, and fraud, constituting actual malice.

127. The Kaiser Providers' conduct in permitting Dr. Williams to continue to have unfettered, unsupervised, and unmonitored personal access to, and contact with, patients after the Kaiser Providers knew that Dr. Williams had assaulted and battered other patients evidences conscious and deliberate wrongdoing constituting actual malice.

128. Sexual assaults and battery of the kind suffered by Named Plaintiff and the Class B Members were foreseeable and entirely preventable had the Kaiser Providers timely, adequately, and appropriately prevented Dr. Williams's continuing unfettered access to vulnerable patients, including Named Plaintiff and the Class B Members.

WHEREFORE, Named Plaintiff and the Class B Members request that they be awarded damages together with equitable relief as follows:

- A. Certify this case as a class action pursuant to Md. Rule 2-231(b)(1)(A), Md. Rule 2-231(b)(1)(B), Md. Rule 2-231(b)(3), and/or Md. Rule 2-231(d);

- B. Appoint Named Plaintiff as a Class Representative;
- C. Appoint Plaintiffs' Counsel as Class Counsel;
- D. Enter a judgment against Defendants finding that they are liable to Named Plaintiff and Class B Members;
- E. Award compensatory damages to each class member in an amount which exceeds \$75,000.00, plus interest and costs;
- F. Award the costs and expenses of this case, including attorneys' fees;
- G. Award pre-judgment and post-judgment interest;
- H. Grant equitable relief for providing notice to the Class B Members;
- I. Award for all other further and general relief as the court deems just and necessary.

Respectfully submitted,

MURPHY, FALCON & MURPHY, PA



William H. Murphy III
William H. Murphy, Jr.
Nicholas A. Szokoly
John G. Harnishfeger
Jessica H. Meeder
One South Street, 23rd Floor
Baltimore, MD 21202
T: 410-951-8744
F: 410-539-6599
E: John.Harnishfeger@murphyfalcon.com
Jessica.Meeder@murphyfalcon.com

LAW OFFICES OF MARK C. MILLER



Mark C. Miller
8808 Old Branch Avenue
Clinton, MD 20735
T: 301-868-2350
E: Mark@LawyerMiller.com

Attorneys for Named Plaintiff

JURY DEMAND

Plaintiffs demand a trial by jury as to all issues raised herein.



John G. Harnishfeger