

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION

ASHLEY P. NORRIS

[REDACTED]
[REDACTED] Virginia [REDACTED]

Plaintiff,

v.

Civil No.

LERROY H. CARHART, JR., M.D.
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

and

ELIZABETH SWALLOW, M.D.
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

and

ABORTIONCLINICS.ORG, INC. a/k/a as
ABORTIONCLINICS and/or ACO
INCORPORATED
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

SERVE ON: Resident Agent
Mary Lou Carhart
Suite 104
10401 Old Georgetown Road
Bethesda MD 20814,

and

ACO INCORPORATED d/b/a
AbortionClinics.Org, Inc., and/or
ABORTIONCLINICS
10401 Old Georgetown Road, #104
Bethesda, Maryland 20814,

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Mary Lou Carhart
Suite 104
10401 Old Georgetown Road
Bethesda MD 20814,

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Ashley P. Norris, by and through her attorneys, Robert R. Michael, Esquire, Andrew J. Hall, Esquire, and Shadoan, Michael & Wells, LLP, and sues Defendants, Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, and for causes of action state:

PARTIES

1. At all times relevant hereto Plaintiff Ashley P. Norris was an adult citizen of the United States and who at all times relevant hereto and currently resides at [REDACTED] Virginia [REDACTED]

2. At all times relevant hereto, Defendant Leroy H. Carhart, Jr., M.D., was a duly licensed physician in, among other places, the State of Maryland, who held himself out as a "surgeon" but was in fact a full-time abortionist performing abortions in various locations across the United States and was the actual or apparent principal, master and/or employer of Elizabeth Swallow, M.D., as well as the apparent agent, servant, and/or employee of the Defendants AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and/or ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or

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ABORTIONCLINICS, and was acting within the scope of his agency, duties, and/or employment.

3. At all times relevant hereto, Defendant Elizabeth Swallow, M.D., was a duly licensed physician in the State of Maryland, who was performing abortions and was the actual or apparent agent, servant, and/or employee of Leroy H. Carhart, Jr., M.D. as well as the Defendants AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, and was acting within the scope of her agency, duties, and/or employment.

4. At all times relevant hereto, Defendant AbortionClinics.Org, Inc., a/k/a ABORTIONCLINICS and/or ACO Incorporated, was a corporation with its principal office located at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814, and was organized and existing under the laws of the State of Maryland providing abortion services to the Montgomery County community through its agents, servants, and/or employees and was the actual or apparent principal, master, servant, and/or employer of Defendants Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D.

5. At all times relevant hereto, Defendant ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, was a corporation with its principal office located at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814, and was organized and existing under the laws of the State of Maryland providing abortion services to the Montgomery County community through its agents, servants, and/or employees and was the actual or apparent principal, master, servant, and/or employer of Defendants Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D.

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JURISDICTION AND VENUE

6. This claim was brought before the Health Claims Arbitration Office of Maryland, HCA No. 2021-104, in which the Plaintiffs then filed an Election to Waive Arbitration pursuant to MD. CODE ANN., CTS. AND JUD. PROC., § 3-2A-06B.¹

7. The amount of this claim exceeds the required jurisdictional limit, and venue is proper in the United States District Court, pursuant to 28 U.S.C. § 1332 due to diversity of citizenship among the parties. Plaintiff resides in Virginia and all Defendants, Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, practice medicine, operate a clinic facility, and maintain their principal place of business in Maryland. Maryland is also where the negligence complained of occurred.

FACTS COMMON TO ALL COUNTS

8. On or about May 11, 2020, Plaintiff Ashley P. Norris sought medical services from Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, located at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814, for the purpose of aborting a 25-week gestational age fetus.

9. After contacting a national abortion services company through an 800 telephone number, Plaintiff Ashley P. Norris was referred to Defendants Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or

¹ The Health Claims Arbitration Office of Maryland Election to Waive Arbitration and Order of Transfer are attached hereto as Exhibit "1."

ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, at 10401 Old Georgetown Road, #104, Bethesda, Maryland 20814.

10. After contacting the Defendants Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, Plaintiff Ashley P. Norris drove herself from her home in [REDACTED] Virginia, to Bethesda, Maryland.

11. On May 11, 2020, Plaintiff Ashley P. Norris had her initial appointment with Defendants Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, at the abortion clinic location noted above.

12. At this initial appointment, Plaintiff Ashley Norris was given an ultrasound examination along with oral medications and a vaginal insertion of a seaweed extract known as "laminaria" designed to cause cervical dilation. Following this procedure, Plaintiff Ashley P. Norris spent the night in a local motel.

13. On May 12, 2020, Plaintiff Ashley P. Norris returned to the abortion clinic in the morning as directed for completion of the procedure. At that time additional oral medications were given to further dilate the uterus.

14. Despite the additional medications, the dilation of the Plaintiff's uterus had not proceeded as expected and she was informed "she had not done much."

15. Around this same time and despite the failure of the Plaintiff's uterus to advance as to dilation, the Plaintiff was placed under anesthesia.

16. Plaintiff Ashley P. Morris awoke during the procedure screaming in pain and was immediately placed back under anesthesia. Plaintiff then began bleeding heavily as

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a result of perforation of the uterus and sigmoid colon. These unintended perforations caused pain and excessive bleeding accompanied by a substantial and dangerous drop in blood pressure.

17. Upon information and belief, Defendant Leroy H. Carhart, Jr., M.D., was called in to assist in the procedure after the excessive bleeding and substantial decrease in blood pressure was noted.

18. The Montgomery County Fire and Rescue Department were contacted by the Defendants to emergently transport Plaintiff to the Shady Grove Adventist Hospital located at 9901 Medical Center Drive, Rockville, Maryland 20850.

19. Plaintiff Ashley P. Norris arrived in the Emergency Department in critical condition, bleeding, in shock, with dangerously depressed blood pressure, dangerously low hematocrit and hemoglobin levels and respiratory difficulties.

20. Plaintiff Ashley P. Norris was rushed to emergency surgery where the surgeons at Shady Grove Adventist Hospital diagnosed retained fetal parts in the uterus. In addition, the uterus and bowel had been perforated and torn causing excessive blood loss, anemia and respiratory failure. A "large amount" of blood (over 1500 cc's) had to be evacuated from the peritoneal cavity where the uterus and bowel are located.

21. The sigmoid colon adjacent to the uterus was identified and it was noted to be also perforated and devascularized. There was stool noted throughout the surgical field as a result of the unintended bowel perforation that caused bowel content to leak into the peritoneal cavity which had to be surgically cleaned.

22. As a result of injury to the sigmoid colon, part of it had to be removed and a colostomy bag inserted directing bowel contents outside the body into a pouch created to

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collect fecal material which colostomy remained in place for several days following the procedure.

23. The medical records of the ensuing operation state:

"The patient had earlier in the day had a dilatation and evacuation with provider, Dr. Elizabeth Swallow, at an outside institution. Dr. Swallow then called the emergency room to report the patient was on her way, and I did speak to Dr. Swallow verbally over the phone after the procedure, she was concerned for uterine perforation as well as bowel perforation. Per Dr. Swallow, she was also concerned that there was fetal part still in the patient's abdomen. We immediately brought the patient to surgery."

"Immediate inspection of the uterus after it was delivered through the Pfannenstiel incision showed the 5 cm uterine perforation and severe active bleeding from the right lower side of the uterus on the posterior side."

"Upon entering peritoneal cavity, there was a large amount of blood evacuated from peritoneal cavity. Throughout the case, we evacuated ~1100 cc into the suction canister as well as another ~400cc of blood onto the lap sponges and into the surrounding drapes."

24. The failure by the Defendants Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D., to properly inform Plaintiff Ashley P. Norris and to properly perform the abortion procedure while acting within their aforesaid duties, agency and/or employment resulted in multiple internal injuries to the Plaintiff Ashley P. Norris including permanent injury to her uterus and bowel.

25. Plaintiff was not contributorily negligent nor assumed the risk of this injury

**COUNT ONE - MEDICAL NEGLIGENCE
(Ashley P. Norris)**

26. The factual allegations of paragraphs 1 through 25 are incorporated by reference as though fully set forth herein.

27. The Defendants, Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D., while acting as the apparent or actual agents, servants and/or employees of AbortionClinics.Org,

Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, were negligent and breached the standard of care in one or more of the following ways, by:

- a. Failing to properly inform the Plaintiff of the potential of rupture and perforation of uterus due to uterine injury;
- b. Failing to properly monitor the Plaintiff, Ashley Norris, during the procedure until she was in critical condition from excessive loss of blood;
- c. Failing to properly administer the medications as part of the abortion procedure;
- d. Failing to properly perform the suction removal of the fetus as part of the abortion procedure;
- e. Failing to properly inform the Plaintiff of the potential of injury to organs outside the uterus including, but not limited to, the bowel.
- f. For such other and further reasons as may be determined during the course of discovery pursuant to the Maryland Rules of Civil Procedure.

28. As a direct and proximate result of the departures from standard care of the Defendants, Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D., while acting within the scope of their apparent or actual agency, duties, and/or employment, on behalf of AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, and without any negligence on her part, Plaintiff Ashley P. Norris has sustained economic harm and damage, in the past, present and future and has sustained permanent internal injuries including a permanent loss of her uterus, as well as damage to her bowel. Plaintiff has incurred expenses in the past, present, and future for medical expenses and

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the Plaintiff did in the past and will continue in the future to suffer great injury to her body; great pain, suffering, and mental anguish; and did in the past and will in the future incur medical, physician, hospital, and related costs. In addition, Plaintiff suffered loss of enjoyment of life and the ability to pursue the ordinary pleasures of life because of her physical and mental injury. These injuries and damages are permanent.

29. In addition, Plaintiff Ashley P. Norris claims a loss of earnings in the past, present and future arising from the negligence of the Defendants, all jointly and severally.

WHEREFORE, as a result of the foregoing, Plaintiff Ashley P. Norris, claims damages from Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, for compensatory damages in excess of the jurisdictional limit, plus interest, costs and other permissible damages.

**COUNT TWO - NEGLIGENCE - INFORMED CONSENT
(Ashley P. Norris)**

30. The factual allegations of paragraphs 1 through 29 are incorporated by reference as though fully set forth herein.

31. Defendants Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, were obligated to inform Plaintiff Ashley P. Norris of the material risks and consequences of the abortion procedure, including but not limited to, that the medications and procedure could cause catastrophic injury to the uterus resulting in rupture and/or puncture and that additional

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damage to internal organs, such as the sigmoid colon, could result in death and/or permanent injuries.

32. Defendants AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, by and through Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D., its actual and/or apparent agents, servants and employees; and Defendants Leroy H. Carhart, Jr., M.D., and Elizabeth Swallow, M.D., failed to perform this duty. At no time was Plaintiff Ashley P. Norris properly informed of the material risks and consequences of the abortion procedure, including but not limited to, that the medications and procedure could cause catastrophic injury to the uterus resulting in rupture and/or puncture and that additional damage to internal organs, such as the sigmoid colon, could result in death and/or permanent injuries.

33. A reasonable person in Plaintiff Ashley P. Norris' position would have withheld consent to the abortion procedure had the material risks and consequences been disclosed. Ashley P. Norris could have elected reasonable alternatives.

34. As a direct and proximate result of the failure of the Defendants, all jointly and severally, to obtain the appropriate informed consent, Ashley P. Norris has sustained economic harm and damage, in the past, present and future and has sustained permanent injuries. Ashley P. Norris has incurred great expenses in the past, present, and future for medical expenses and the Plaintiff did in the past and will continue in the future to suffer great injury to her body; great pain, suffering, and mental anguish; and did in the past and will in the future incur great medical, physician, hospital, rehabilitation and related costs. In addition, Plaintiff suffered loss of enjoyment of life and the ability to pursue the ordinary

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pleasures of life because of her physical and mental injury. These injuries and damages are permanent.

35. In addition, Plaintiff Ashley P. Norris claims a loss of earnings in the past, present and future arising from the negligence of the Defendants, all jointly and severally.

WHEREFORE, as a result of the foregoing, Plaintiff Ashley P. Norris claims damages from Leroy H. Carhart, Jr., M.D.; Elizabeth Swallow, M.D.; AbortionClinics.Org, Inc. a/k/a as ABORTIONCLINICS and/or ACO Incorporated; and ACO Incorporated d/b/a AbortionClinics.Org, Inc., and/or ABORTIONCLINICS, all jointly and severally, for compensatory damages in excess of the jurisdictional limit, plus interest, costs and other permissible damages.

Respectfully submitted,

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DEMAND FOR JURY TRIAL

Plaintiff, Ashley P. Norris, by and through her attorneys, Robert R. Michael, Esquire, Andrew J. Hall, Esquire, and Shadoan, Michael & Wells, LLP, demands a trial by jury of this action.



Robert R. Michael

CERTIFICATE OF SERVICE

I Hereby Certify that on this 23rd day of September 2021, a copy of the foregoing Complaint, was mailed, first class, postage prepaid to:

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Downs, Ward, Bender, Hauptmann & Herzog, P.A.
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