

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

**Jeanine Harvey, John Harvey, and
Jessica Harvey Galloway**
c/o Peiffer Wolf Carr Kane Conway &
Wise, LLP
1422 Euclid Avenue, Suite 1610
Cleveland, Ohio 44115

Plaintiffs,

v.

Summa Health System
c/o Robert A. Gerberry
525 East Market Street
Akron, Ohio 44304

and

Nicholas J. Spirtos, D.O.
c/o Northeastern Ohio Fertility Center
468 East Market Street
Akron, Ohio 44304

and

Nicholas J. Spirtos, D.O., Inc.
c/o Thomas Knoll
3475 Ridgewood Road
Akron, Ohio 44333

Defendants.

Plaintiffs' Complaint with Jury Demand

NATURE OF ACTION

1. Plaintiffs Jeanine Harvey, John Harvey, and Jessica Harvey Galloway seek to recover for Defendants' wrongful use of a stranger's genetic material to inseminate Mrs. Harvey, resulting in her daughter Jessica having no genetic relation to Mrs. Harvey's husband.

2. In 1991, Mr. and Mrs. Harvey sought fertility services from Dr. Nicholas J. Spirtos at the IVF Center at Summa Akron City Hospital. The Harveys' clear, stated objective was to have a child who was genetically related to them both. Mrs. Harvey underwent intrauterine insemination based on the promise her husband's genetic material would be used in that procedure. But unbeknownst to Mr. or Mrs. Harvey, Defendants used a stranger's genetic material instead. Mrs. Harvey became pregnant and Jessica was born in 1992.

3. Plaintiffs learned only recently that Jessica has no genetic relation to Mr. Harvey based on the shocking results of an Ancestry.com DNA kit purchased as a Christmas present. Subsequent investigation revealed that her biological father is a man who, along with his wife, was undergoing fertility treatments with Dr. Spirtos at Summa Akron City Hospital at the same time as the Harveys.

PARTIES & VENUE

4. Plaintiff Jeanine Harvey is a resident of Summit County, Ohio.

5. Plaintiff John Harvey is a resident of Summit County, Ohio.

6. Plaintiff Jessica Harvey Galloway resides in Tennessee.

7. Defendant Nicholas J. Spirtos is a physician practicing in Summit County, Ohio. He is the physician who wrongfully inserted a stranger's genetic material into Mrs. Harvey. At the time, he was serving as Chief of the Division of Reproductive Endocrinology and Infertility and In Vitro Fertilization/Embryo Transfer at Summa Akron City Hospital (now Summa Health System), where he remains affiliated.

8. Defendant Nicholas J. Spirtos, D.O., Inc. is an Ohio for-profit corporation that was affiliated with Akron City Hospital at the time of the relevant events. This

corporation currently operates an independent fertility center in Summit County, Northeastern Ohio Fertility Center.

9. Defendant Summa Health System is an Ohio corporation that operates the facility where Mrs. Harvey was inseminated with the wrong genetic material, which at the time was called Summa Akron City Hospital. Summa Akron City Hospital and St. Thomas Hospitals became Summa Health System effective February 28, 2015.

10. Venue is proper in the Summit County Court of Common Pleas under Civ.R. 3(C)(2) and (3) as a Defendants' principal places of business are in Summit County, and Defendants conducted the activity that gave rise to the claims for relief in Summit County.

FACTUAL BACKGROUND

Mrs. Harvey undergoes intrauterine insemination intending to conceive the couple's biological child.

11. In 1991, Mr. and Mrs. Harvey were referred to Dr. Spirtos at Akron City Hospital for consultation regarding difficulty the couple was experiencing in conceiving a child.

12. On August 12, 1991, Mrs. Harvey underwent intrauterine insemination (IUI).

13. IUI is a procedure in which a physician inserts genetic material into a patient's uterus to facilitate fertilization. Before the genetic material is inserted into the patient, it is subjected to sperm washing. A laboratory technician collects the semen sample from the donor and performs the washing through a series of steps. During the washing process, sperm is separated from the seminal fluid to isolate the healthy,

motile sperm and remove dead sperm, bacteria, debris, and chemicals that may inhibit fertilization and implantation.

14. Mr. and Mrs. Harvey consented to IUI using Mr. Harvey's genetic material. But that is not what happened.

15. As part of the fertility services they contracted for, Mr. Harvey provided and entrusted Defendants with his genetic material to use in the IUI procedure Dr. Spirtos performed on Mrs. Harvey on August 12, 1991. Mr. Harvey provided a semen sample that morning for use in his wife's procedure. He did not consent to the use of his sample in any other patient's procedure, nor was he asked to do so.

16. The couple paid out of pocket for insemination of Mrs. Harvey using Mr. Harvey's genetic material. The "ATTENDING PHYSICIAN'S STATEMENT" Defendants issued to Mr. and Mrs. Harvey described the procedure as "Artificial Husband Insemin. & Washing."

17. At all relevant times following the IUI, Mr. and Mrs. Harvey believed that Jessica was genetically related to both of them. They trusted that Defendants would safeguard their most intimate property with the utmost care. At no point did Defendants provide any indication that Jessica's biological father was anyone other than Mr. Harvey.

18. Mrs. Harvey did not consent to the use of a stranger's genetic material in her IUI. She consented to the use of her husband's genetic material only.

19. Mr. Harvey has children from his previous marriage. There is no reason to doubt that, had Defendants used his genetic material as promised, Mrs. Harvey would have become pregnant with her husband's biological child.

**The family discovers that Jessica is not Mr. Harvey's
biological child following a home-DNA test.**

20. Jessica and her husband asked her parents for Ancestry.com kits for Christmas 2020. Jessica and her husband were planning a trip to Europe and hoped to find distant relatives with whom they might connect in their ancestral homelands.

21. Before receiving the results of this series of genetic tests, Plaintiffs had no reason to suspect that they were not genetically related as parents and child.

22. But when the DNA-test results came back several weeks later, the family instead made a startling discovery: Jessica is not biologically related to the man who had raised her.

23. Unable to believe that Defendants had breached their trust in this way, the family took another home-DNA test with a different company. And Mr. Harvey and Jessica underwent separate paternity testing at an independent laboratory. The results of these tests confirmed the initial discovery that Mr. Harvey is not Jessica's biological father.

24. The only explanation for this devastating news is that Defendants used a stranger's genetic material to inseminate her, resulting in Jessica's birth.

The family identifies Jessica's biological father: another patient of Dr. Spirtos's.

25. Following extensive research of genealogy records, Jessica learned the identity of her biological father. He is referred to in this complaint by the pseudonym "Mr. Barrett" to protect his privacy at his request.

26. Jessica contacted Mr. Barrett, who confirmed that he and his wife were patients of Dr. Spirtos's at the same time as Mr. and Mrs. Harvey.

27. Mr. Barrett agreed to submit to a paternity test, which confirmed that he is Jessica's biological father.

28. Mr. Barrett and his wife were undergoing in vitro fertilization (IVF) with Dr. Spirtos at Akron City Hospital at the same time as the Harveys' IUI procedure.

29. The IVF process involves ovarian stimulation through hormone injections followed by a surgical procedure to retrieve the mother's eggs. The father's semen sample is collected and subjected to the sperm-washing procedure described above. The washed sperm is then combined with the mother's egg in the laboratory to create embryos. If fertilization is successful, one or more embryos are then transferred to the mother's uterus to achieve pregnancy.

30. As part of the IVF process, Mr. Barrett's semen sample was subjected to the same sperm-washing protocol as Mr. Harvey's.

31. Mr. Barrett consented to the use of his genetic material in his wife's IVF procedure. He did not consent to the use of his genetic material in Mrs. Harvey's IUI procedure.

32. Defendants wrongfully used Mr. Barrett's genetic material, rather than Mr. Harvey's, in Mrs. Harvey's IUI procedure.

33. Mrs. Harvey did not consent to Dr. Spirtos placing Mr. Barrett's genetic material into her body as part of her IUI procedure. Dr. Spirtos inserted a foreign object into her body.

34. Plaintiffs do not know what happened to Mr. Harvey's genetic material that Defendants collected for use in Mrs. Harvey's IUI procedure. Behind the closed doors of the laboratory, Mr. Harvey's genetic material may have been combined with Mrs. Barrett's eggs to create the embryo that was then transferred to Mrs. Barrett. Or his genetic material may have been used in another patient's procedure, potentially resulting in the birth of a child by a third couple. Mr. Harvey's genetic material may still be in the laboratory. Or it may have been otherwise disposed of. He may never know what became of the genetic material he entrusted to Defendants, and Plaintiffs are terrified of the potential resulting consequences.

35. Mrs. Barrett did not become pregnant as a result of the embryo transfer that took place during the Barretts' IVF cycle.

36. Plaintiffs have suffered severe emotional trauma as a result of this betrayal.

37. For years, Plaintiffs did not know that Dr. Spirtos had inserted a foreign object into Mrs. Harvey or that the genetic material used to inseminate her came from a stranger. Plaintiffs only recently discovered that Mrs. Harvey's medical providers breached their duties in this way. Plaintiffs had no reason to suspect the genetic material used to inseminate Mrs. Harvey had come from an unknown source, and

thus no reason to investigate their claims. The statutes of limitations on their claims were therefore tolled until at least February 23, 2021, when Jessica's shocking AncestryDNA results first gave them cause to investigate.

38. Mr. Barrett's genetic material remains in Mrs. Harvey's body. Through a process called fetal microchimerism, fetal cells enter a mother's blood stream during pregnancy and remain in her body post-partem. Scientific studies suggest that there are lifelong consequences to the presence of these cells: they may play a role in the pathogenesis of maternal disease and have negative implications on a mother's health. For example, tumors in women have been discovered to be loaded with fetal cells, suggesting that they might help drive cancer formation. Thyroid and autoimmune disorders have also been linked to the presence of fetal cells.

39. In an abundance of caution, to the extent it is necessary, Plaintiffs have attached as Exhibit 1 an affidavit of merit per Civ.R. 10(D)(2)(a).

**CLAIM 1: MEDICAL MALPRACTICE
(on behalf of Jeanine Harvey)**

40. Plaintiffs incorporate all allegations in the complaint.

41. In 1991, the standard of care for an intrauterine insemination procedure using a husband's genetic material required medical providers to actually use the husband's genetic material—rather than a stranger's genetic material—in the procedure.

42. Defendants failed to render treatment in conformity with the applicable standard of care by failing to use Mr. Harvey's genetic material in Mrs. Harvey's IUI procedure. Instead, Defendants inserted a foreign object—Mr. Barrett's genetic material—into Mrs. Harvey's body.

43. Mr. Barrett's genetic material was not part of the medical procedure that Mrs. Harvey consented to undergo.

44. Mr. Barrett's genetic material remains in Mrs. Harvey's body.

45. Mrs. Harvey was injured as a direct and proximate result of Defendants' failure to conform to the standard of care and suffered damages in an amount to be determined at trial.

**CLAIM 2: LACK OF INFORMED CONSENT
(on behalf of Jeanine Harvey)**

46. Plaintiffs incorporate all allegations in the complaint.

47. Defendants were responsible for advising Mrs. Harvey of the material risks and dangers potentially involved in her IUI procedure. Defendants failed to do so.

48. At no time did Defendants disclose to Mrs. Harvey that they might use a stranger's genetic material in her IUI procedure or insert any genetic material into her body other than her husband's.

49. This unrevealed risk and danger, which should have been disclosed by Defendants, actually materialized and proximately caused injury to Mrs. Harvey, and she suffered damages in an amount to be determined at trial.

50. A reasonable person in Mrs. Harvey's position—and Mrs. Harvey herself—would have decided against the procedure had she been advised that a stranger's genetic material might be used instead of her husband's.

**CLAIM 3: NEGLIGENCE
(on behalf of Jeanine and John Harvey)**

51. Plaintiffs incorporate all allegations in the complaint.

52. Defendants owed Mr. and Mrs. Harvey a duty to exercise care regarding the collection, labeling, screening, recording, preparation, and use of his genetic material to inseminate her.

53. Defendants breached those duties and/or were negligent in one or more of the following acts or omissions:

- a. Failing to properly collect, label, and/or maintain Mr. Harvey's genetic material in an identifiable manner for use as directed by the couple;
- b. Failing to properly safeguard and protect Mr. Harvey's genetic material;
- c. Failing to keep accurate records of the genetic material used in Mrs. Harvey's IUI procedure.
- d. Failing to provide required health information regarding the source of the genetic material used in Mrs. Harvey's IUI procedure;
- e. Failing to follow known scientific and laboratory procedures for the preparation of genetic material; and
- f. Acting in a manner that was otherwise careless or negligent.

54. Defendants were also grossly negligent and/or reckless for failing to exercise any or very slight care through one or more of the above-listed acts or omissions. Defendants acted willfully and/or wantonly with a conscious or reckless disregard for the rights of Plaintiffs that had a great probability of causing—and did cause—substantial harm.

55. As a result of one or more of Defendants' negligent and/or grossly negligent acts and/or omissions, Plaintiffs suffered and continue to suffer damages proximately caused by Defendants' breaches of their duties in a manner and in an amount to be determined at trial.

CLAIM 4: NEGLIGENCE
(on behalf of Jessica Harvey Galloway)

56. Plaintiffs incorporate all allegations in the complaint.

57. As the facilitator of the conception of children through assisted-reproductive technologies, Defendants had a duty to maintain reliable means of ensuring that they used the intended and correct genetic material in the conception of children conceived through such technologies, including IUI.

58. Defendants have a duty to keep accurate records of the genetic materials used to conceive children through assisted-reproductive technologies, and to provide children born through such technologies information concerning their parents, including medical information.

59. As a child conceived using assisted-reproductive technology, Defendants owed those duties to Jessica.

60. Defendants breached those duties to Jessica, as she is not the biological daughter of her father as intended.

61. As a result of Defendants' negligence, Jessica has suffered damages proximately caused by Defendants' breaches of their duties in a manner and in an amount to be determined at trial.

CLAIM 5: NEGLIGENT HIRING/TRAINING/SUPERVISION
(on behalf of Jeanine and John Harvey)

62. Plaintiffs incorporate all allegations in the complaint.

63. Defendants employed one or more laboratory technicians who handled the semen samples of Mr. Harvey and Mr. Barrett.

64. On information and belief, such technician(s) incompetently handled the genetic material of Mr. Harvey, Mr. Barrett, and potentially other patients.

65. On information and belief, the acts or omissions of the laboratory technician(s) caused or contributed to the injuries sustained by Mr. and Mrs. Harvey.

66. Had laboratory personnel been properly hired, trained, and/or supervised in the laboratory, they would have been able to competently ensure that the correct genetic material was used in patients' fertility procedures by, for example, properly labeling the specimens and reading the labels on such specimens before deploying them for insertion into patients.

67. On information and belief, Defendants' hiring, training, and/or supervision of such laboratory technician(s) proximately caused Mr. and Mrs. Harvey's injuries.

CLAIM 6: BATTERY
(on behalf of Jeanine Harvey)

68. Plaintiffs incorporate all allegations in the complaint.

69. As part of the fertility services provided by Defendants, Mrs. Harvey had genetic material inserted into her body. She consented to this procedure based on the representation that the genetic material was her husband's.

70. Mrs. Harvey did not consent, and would not have consented, to Defendants placing a stranger's genetic material in her body.

71. Defendant Spirtos intended to make the contact with Mrs. Harvey that forms the basis for this battery claim.

72. Mrs. Harvey did not have sufficient knowledge and understanding of the nature of the touching to which she believed she was consenting, *i.e.*, she did not know Dr. Spirtos was inserting a stranger's genetic material into her body.

73. As a result of this battery, Mrs. Harvey has suffered and continues to suffer damages in an amount to be determined at trial.

**CLAIM 7: NEGLIGENT MISREPRESENTATION
(on behalf of Jeanine and John Harvey)**

74. Plaintiffs incorporate all allegations in the complaint.

75. On or about August 12, 1991, Defendants represented to Mr. and Mrs. Harvey that Defendants used Mr. Harvey's genetic material to perform the IUI on Mrs. Harvey.

76. The couple relied on Defendants' representations when they decided to provide the genetic material and undergo the IUI.

77. The coupled relied on Defendants' representations when they decided not to attempt to have additional children.

78. Defendants' representations were false. They did not use Mr. Harvey's genetic material in Mrs. Harvey's IUI. And they denied Mr. and Mrs. Harvey the chance to have a biological child related to them both.

79. Defendants failed to exercise reasonable care or competence in obtaining or communicating the false information that the genetic material used to inseminate Mrs. Harvey was Mr. Harvey's, causing the couple to suffer damages in an amount to be determined at trial.

**CLAIM 8: LOSS OF CONSORTIUM
(on behalf of Jeanine Harvey)**

80. Plaintiffs incorporate all allegations in the complaint.

81. The tortious acts described above that injured her husband and daughter have directly and proximately resulted in a loss of consortium to Mrs. Harvey, for which Defendants are liable.

**CLAIM 9: LOSS OF CONSORTIUM
(on behalf of John Harvey)**

82. Plaintiffs incorporate all allegations in the complaint.

83. The tortious acts described above that injured his wife and daughter have directly and proximately resulted in a loss of consortium to Mr. Harvey, for which Defendants are liable.

**CLAIM 10: LOSS OF CONSORTIUM
(on behalf of Jessica Harvey Galloway)**

84. Plaintiffs incorporate all allegations in the complaint.

85. The tortious acts described above that injured her parents have directly and proximately resulted in a loss of consortium to Jessica, for which Defendants are liable.

**CLAIM 11: BREACH OF CONTRACT
(on behalf of Jeanine and John Harvey)**

86. Plaintiffs incorporate all allegations in the complaint.

87. Mr. and Mrs. Harvey entered oral and/or written contracts with Defendants in which Defendants agreed to use Mr. Harvey's genetic material to perform an IUI on Mrs. Harvey with the goal of having a child biologically related to them both. See Exhibit 2 ("Artificial Husband Insemin. & Washing").

88. The contractual agreements were predicated on Defendants using Mr. Harvey's genetic material only as directed by the couple. Mr. and Mrs. Harvey understood this to be an essential term of the agreement and would not have otherwise agreed to the terms. Defendants were aware of the severe emotional distress and/or mental anguish that would result if Defendants failed to keep their promises and breached the parties' agreement.

89. In consideration for the fertility services provided, the couple paid Defendants substantial sums.

90. Mr. and Mrs. Harvey performed all terms, conditions, and promises required of them under their contracts.

91. Defendants did not use Mr. Harvey's genetic material as promised, and instead inseminated Mrs. Harvey with the genetic material of a stranger (recently determined to be another patient of Dr. Spirtos's), thus breaching their contractual obligations to Mr. and Mrs. Harvey and causing them damages in an amount to be determined at trial.

**CLAIM 12: PROMISSORY ESTOPPEL (ALTERNATIVE CLAIM)
(on behalf of Jeanine and John Harvey)**

92. Plaintiffs incorporate all allegations in the complaint.

93. Plaintiffs plead this claim as an alternative to their breach-of-contract claim.

94. Defendants made a clear and unambiguous promise to Mr. and Mrs. Harvey to use Mr. Harvey's genetic material (and only his genetic material) to perform an IUI upon Mrs. Harvey.

95. Mr. and Mrs. Harvey relied on that promise in agreeing to provide the semen sample and undergo the IUI.

96. Their reliance was reasonable and foreseeable, as they had no reason to question Defendants' representations that they would use and had used Mr. Harvey's genetic material to inseminate Mrs. Harvey.

97. Plaintiffs were injured and suffered damages as a result of their reliance on Defendants' representations.

**CLAIM 13: BAILMENT OF GENETIC MATERIAL
(on behalf of John Harvey)**

98. Plaintiffs incorporate all allegations in the complaint.

99. Mr. Harvey delivered to Defendants for safekeeping his personal property, consisting of his genetic material, to be safely and securely kept and used as directed or redelivered to him on demand. Defendants accepted Mr. Harvey's genetic material into their care and custody. The provision of the genetic material to Defendants formed a bailment.

100. Mr. Harvey did provide his genetic material to Defendants as called for under the bailment. He did so with understanding that his genetic material would be used by Defendants only to inseminate his wife or returned to him at his direction.

101. Defendants had a duty to exercise ordinary care in the safekeeping of Mr. Harvey's genetic material delivered to them, and Defendants had a duty to either use the genetic material as directed or return it, undamaged, to Mr. Harvey.

102. Defendants invited the general public, including Mr. Harvey in particular, to entrust genetic material to their care and custody by holding themselves out to be a

competent, capable, and established reproductive facility that was able to handle and care for sperm in a satisfactory manner. In a letter to Mr. and Mrs. Harvey dated April 30, 1991, Dr. Spirtos touted the facility's "well-trained andrology technician," which is the individual who handles male genetic material in the lab.

103. Now that Mr. Harvey knows that Defendants did not use his sperm in the IUI of Mrs. Harvey, Mr. Harvey hereby demands the return of his sperm.

104. The genetic material Mr. Harvey provided to Defendants was not used to inseminate his wife, and it has not been returned to the couple.

105. Defendants breached their duty to exercise ordinary care in the safekeeping of his genetic material and have failed to redeliver it to him. Defendants have provided Mr. Harvey with no indication as to the current whereabouts of his genetic material.

106. As a result of Defendants' wrongful conduct, Mr. Harvey was deprived of his genetic material and has suffered and continues to suffer damages in an amount to be determined at trial.

AS APPLIED CHALLENGE TO LIMITATIONS/REPOSE

107. To the extent that the Court determines that one or more of Plaintiffs' claims are barred by the statute of limitations or statute of repose, Plaintiffs allege that such statutes are unconstitutional as applied to their claims.

108. If the Court determines that Defendants' use of a stranger's genetic material in Mrs. Harvey's procedure did not constitute placing a foreign object in Mrs. Harvey's body, the statute of repose for medical claims is unconstitutional as applied to Plaintiffs. The State of Ohio has no valid interest in applying the statute of repose to

bar Plaintiffs' claims but not (other) retained-foreign-object plaintiffs' claims. Such a ruling would deny Plaintiffs equal protection of the law.

PRAYER FOR RELIEF

Plaintiffs respectfully pray for the following:

- Declare Defendants liable for the claims asserted above;
- Find and declare that Defendants breached the contract as described above;
- Find and declare that Plaintiffs relied on the promises of Defendants;
- Compensatory damages in an amount to be determined at trial;
- An order requiring Defendants to provide Mr. Harvey with the genetic material he provided for use in Mrs. Harvey's IUI procedure and/or account for its whereabouts;
- For interest on compensatory damages from the date of injury to the date of judgment;
- For costs of suit incurred;
- If necessary, declare that any governing statute of limitations or repose is unconstitutional as applied to Plaintiffs' claims in this action;
- Such other relief as the law and evidence may justify, and that this Court deems just and proper.

JURY DEMAND

Plaintiffs demand a jury trial on all issues so triable.

Respectfully submitted,

/s/ Ashlie Case Sletvold

Ashlie Case Sletvold (0079477)

Jessica S. Savoie (0099330)

PEIFFER WOLF CARR KANE CONWAY & WISE, LLP

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jsavoie@peifferwolf.com

Counsel for Plaintiffs

Affidavit of Merit

I, Stephen G. Somkuti, M.D., Ph.D., F.A.C.O.G, having been duly sworn, testify as follows:

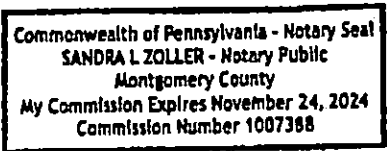
1. I am licensed to practice medicine in the Commonwealth of Pennsylvania and the State of North Carolina.
2. I received my M.D. from the University of North Carolina at Chapel Hill and my Ph.D. in reproductive toxicology and pharmacology from Duke University. I completed my residency in obstetrics/gynecology at Duke University Medical Center and my fellowship in reproductive endocrinology/fertility at Memorial Hospital-University of North Carolina at Chapel Hill.
3. I am board-certified in obstetrics/gynecology and reproductive endocrinology/infertility. I am a Fellow of the American Congress of Obstetricians and Gynecologists.
4. I devote at least one-half of my professional time to the active clinical practice in my field of licensure or to its instruction in an accredited school. I am the Director of the Sincera Surgical Center at Abington Memorial Hospital, a Professor in the Department of Obstetrics and Gynecology and Reproductive Sciences at Temple University School of Medicine, and the former Director of the Division of Reproductive Endocrinology in the Department of Obstetrics and Gynecology at Abington Memorial Hospital.
5. I have reviewed all medical records reasonably available to the plaintiffs, Jeanine and John Harvey and Jessica Harvey Galloway, concerning the allegations contained in the complaint.
6. I am familiar with the applicable standard of care in this matter.
7. It is my opinion, to a reasonable degree of medical certainty, that Defendants identified in the complaint breached and deviated from the applicable standard of care by using the genetic material of another patient in Mrs. Harvey's insemination procedure and that such breach caused injury to the plaintiffs.

I declare the preceding facts to be true under penalty of perjury.

Commonwealth Stephen G. Somkuti of Pennsylvania)
) ss. Stephen G. Somkuti, M.D., Ph.D., F.A.C.O.G.
 County of Montgomery)

Sworn to and subscribed before me this 21st day of December, 2021.

Sandra L Zoller
 Notary Public



ATTENDING PHYSICIAN'S STATEMENT ATTACH THIS STATEMENT TO YOUR INSURANCE CLAIM FORM

Abortion - Habitual 646.3	Chronic Prostatitis 601.1	Erdemalis 616.0	Hypospadias 752.6
Incomplete Abortion 034.1	Chronic Pelvic Inflammatory Disease 614.1	Endometrial Polyps 621.0	Hypothyroidism 244.9
Abortion - Miscar 632	Cervicomyoma 078.1	Fibroid Uterus 621.2	Intercity - Male 608.0
Abortion - Spontaneous 634.9	DES Exposure 822.9	Fibrocystic Breast Disease 610.1	Menopausa 627.2
Abortion - Threatened 640.0	Dyspareunia 276.1	Galactorrhea 611.8	Oligospermia - Male Intensity 608.1
Adhesions - Pelvic 614.6	Dysfunctional Uterine Bleeding 628.8	Hemorrhagic Corpus Luteum 620.1	Orchitis / Epididymitis 604.9
Secondary Amenorrhea 626.0	Ectopic Pregnancy 633.1	Hormonal Imbalance 259.9	Ovarian Cyst 620.0
Cervical Stenosis 622.4	Endometrial Hyperplasia 821.3	Hypocoele 603.9	Uterine Adhesions 621.5
Incompetent Cervix 622.5	Endometriosis - Ovary 617.1	Male Hypogonadism 643.1	Bicornuate Uterus 752.3
	Endometriosis - Peritoneum 617.3	Male Hypogonadism 257.2	Vaginitis 616.1
			Variocoele 456.4

Other: _____

OFFICE	CPT #	FEE	HOSPITAL SURGERY	CPT #	FEE
Initial Visit - Comprehensive	90020		Diagnostic Laparoscopy	58980	
Follow-Up Visit - Brief	90050		Dilatation & Curettage	58120	
Follow-Up Visit - Intermediate	90060		Dilatation & Curettage Abortion	59820	
Follow-Up Visit - Extended	90070		Exploratory Laparotomy	49000	
Follow-Up Visit - Comprehensive	90080		Hysteroscopy - Therapeutic	58932	
Second Opinion	90854		Hysteroscopy - Diagnostic	58990	
			Hysterosalpingography	74741	
			Laser Laparoscopy Fulguration	58984	
			& Lysis of Adhesions	58985	
Artificial Donor Insemination	58310		Laparoscopy & Biopsy	58986	
Artificial Husband Insemination	58310		Laparoscopy & Aspiration	58987	
Artificial Husband Insemin. & Washing	58311	100	Fimbrioplasty	58760	
Semen Analysis	89320		Salpingostomy	58770	
Endometrial Biopsy	58102		Lysis of Adhesions	58740	
Ultrasonography	76805		Metroplasty	58540	
Excision Vulvar Nevus	11421		Myomectomy	58140	
Biopsy of Vulva	56600		Total Abdominal Hysterectomy	58150	
			Tubal Reanastomosis	58750	
			Transvaginal Aspiration - IVF	76949	
			Salpingectomy	58700	
			Salpingectomy - Ectopic	59120	
			Desirection Condylomata	56515	
			Ovarian Cystectomy	58925	
			Follicle Puncture IVF	58970	
			GIFT	58976	
			Embryo Transfer	58974	
			Laparoscopic Removal of Adnexal Structures	58988	

HOSPITAL CARE

Hospital E.R. Consultation	90630	
Admission: Date	90220	
Daily Care, Dates:		
Visits @ \$		Per Day 90270

EXHIBIT 2
 PURSUANT TO SECTION 149.43 OF THE ORC
 SOC. SEC. REDACTED DOCUMENT
 SUMMIT COUNTY COMMON PLEAS COURT
 NICHOLAS J. SPIRTOS, D.O., INC.
 Reproductive Endocrinology
 Akron City Hospital
 525 EAST MARKET STREET
 AKRON, OHIO 44309
 216/375-3585

HOSPITAL & SURGICAL SERVICES PROVIDED AT: AKRON CITY HOSPITAL - AKRON, OHIO 44309.