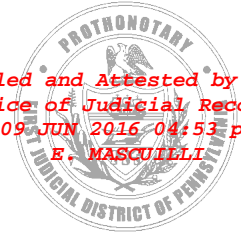


**MESSA & ASSOCIATES, P.C.**

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Attorneys for Plaintiff

*Filed and Attested by the  
Office of Judicial Records  
09 JUN 2016 04:53 pm  
E. MASCULLI*



Karen Mastalski  
4017 Aldine Street  
Philadelphia PA 19136,

Plaintiff,

v.

Planned Parenthood Association of  
Pennsylvania, a/k/a, d/b/a, t/a, f/k/a, Planned  
Parenthood-Pennsylvania Affiliates and/or  
Planned Parenthood  
Medical Towers Building, Suite 2005  
255 S. 17<sup>th</sup> Street  
Philadelphia, PA 19103,

and

Planned Parenthood Southeastern  
Pennsylvania, a/k/a, f/k/a, d/b/a Planned  
Parenthood and/or Planned Parenthood  
Association of Philadelphia, and/or Planned  
Parenthood Association of Southeastern  
Pennsylvania  
1144 Locust Street  
Philadelphia, PA 19046,

and

Planned Parenthood Federation of America,  
Inc., a/k/a, d/b/a, t/a Planned Parenthood  
434 West 33<sup>rd</sup> Street  
New York, NY 10001,

and

COURT OF COMMON PLEAS  
OF PHILADELPHIA COUNTY

JUNE TERM, 2016  
NO.:

JURY TRIAL DEMANDED

Donna Escher, CRNP  
8210 Castor Avenue  
Philadelphia, PA 19152,

and

Emily Smith, CRNP  
3618 Conrad Street  
Philadelphia, PA 19129

and

Pam Vincente  
8210 Castor Avenue  
Philadelphia, PA 19152,

and

Tonya Bronzell-Wynder  
8210 Castor Avenue  
Philadelphia, PA 19152,

and

Rachel Spotts  
8210 Castor Avenue  
Philadelphia, PA 19152

Defendants.

**NOTICE TO DEFEND**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must taken action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

MID-PENN LEGAL SERVICES  
513 Chestnut Street  
Lebanon, Pennsylvania 17042  
Telephone: 717-274-2834

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defendersc de estas demandas expuestas en las paginas signuientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta assentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la courte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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Pennsylvania, a/k/a, f/k/a, d/b/a Planned  
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Philadelphia, PA 19152,

and

Tonya Bronzell-Wynder  
8210 Castor Avenue  
Philadelphia, PA 19152,

and

Rachel Spotts  
8210 Castor Avenue  
Philadelphia, PA 19152

Defendants.

**COMPLAINT**  
**2M-MEDICAL MALPRACTICE**

**INTRODUCTION**

1. In November of 2004, Pfizer the manufacturer of Depo-Provera Contraceptive Injection (hereinafter “Depo-Provera”) released a 22 page report containing detailed information related to Depo-Provera.

2. This detailed report contained a description of the medication, its clinical pharmacology, indications and usage information, contraindications, and warnings (including a detailed warning and explanation about the loss of BMD – bone mineral density –) associated with long term use of Depo-Provera.

3. The report contains a detailed “black boxed warning,” about loss of bone density on the first page, which should be relayed to the patient.

4. On November 18, 2004, Pfizer issued a “Dear Healthcare Professional” letter containing the “black boxed warning” and outlining the increased risk of harm to patients who use Depo-Provera on a long term basis.

5. The warning states:

**Women who use Depo-Provera Contraceptive Injection may lose significant bone mineral density. Bone loss is greater with increasing duration of use and may not be completely reversible.**

**It is unknown if use of Depo-Provera Contraceptive Injection during adolescence or early adulthood, a critical period of bone accretion, will reduce peak bone mass and increase risk for osteoporotic fracture later in life.**

**Depo-Provera Contraceptive Injection should be used as a long-term birth control method (e.g. longer than 2 years) only if other birth control methods are inadequate. (See WARNINGS).**

6. The Depo-Provera warnings further state that “use of Depo-Provera CI reduces serum estrogen levels and is associated with significant loss of bone mineral density (BMD) as bone metabolism accommodates to a lower estrogen level.”

7. The warnings further state: “Depo-Provera CI should be used as a long-term birth control method (e.g. longer than two years) only if other birth control methods are inadequate. BMD should be evaluated when a woman needs to continue to use Depo-Provera CI long term.”

8. The warnings further state: “Other birth control methods should be considered in the risk/benefit analysis for the use of Depo-Provera CI in women with osteoporosis risk factors.”

9. The warnings further advise that sufficient Calcium and Vitamin D intake may lessen BMD loss.

10. The warnings further advise that “other birth control methods should be considered in the risk/benefit analysis for the use of Depo-Provera CI in women with osteoporosis risk factors.”

11. Risk factors identified in the warnings, include family history of osteoporosis.

### **PARTIES**

12. Plaintiff, Karen Mastalski (hereinafter “Plaintiff and/or Ms. Mastalski”), is an adult individual and citizen of the Commonwealth of Pennsylvania, residing at the above-captioned address.

13. Defendants, Planned Parenthood Association of Pennsylvania, a/k/a, d/b/a, t/a, f/k/a, Planned Parenthood-Pennsylvania Affiliates, and/or Planned Parenthood and Planned Parenthood Southeastern Pennsylvania, a/k/a, d/b/a, t/a, f/k/a Planned Parenthood, Planned Parenthood Association of Philadelphia, and/or Planned Parenthood Association of Southeastern Pennsylvania, are legal entities incorporated and existing under the laws of the Commonwealth of Pennsylvania, and are principally located at the address identified above. Plaintiff is asserting professional medical liability claims against Planned Parenthood Association of Pennsylvania, a/k/a, d/b/a, t/a, f/k/a, Planned Parenthood-Pennsylvania Affiliates and Planned Parenthood Southeastern Pennsylvania, a/k/a, d/b/a, t/a, f/k/a Planned Parenthood, Planned Parenthood

Association of Philadelphia, and/or Planned Parenthood Association of Southeastern Pennsylvania.

14. Defendant, Planned Parenthood Federation of America, Inc. is a corporation and/or other business entity with a principal place of business and/or headquarters located at the above address. Plaintiff is asserting a professional negligence claim against Planned Parenthood Federation of America, Inc.

15. The Planned Parenthood entities identified above will collectively be referred to as Planned Parenthood herein.

16. At all times relevant hereto, Planned Parenthood held itself out as a medical facility employing agents, servants, borrowed servants, ostensible agents, and employees, which included Ms. Escher, Ms. Smith, Ms. Bronzell-Wynder, Ms. Vincente and Ms. Spotts as well as other individuals currently known to Defendants but unknown to Plaintiff, who purport to possess skill, training, knowledge and diligence for the sole and exclusive purpose of rendering healthcare services, including women's health services to the general public.

17. Defendant, Donna Escher, CRNP. (hereinafter "Ms. Escher"), is a Certified Registered Nurse Practitioner ("CRNP") licensed to practice nursing in the Commonwealth of Pennsylvania, and may be served with original process at her office or usual place of business at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152.

18. Plaintiff is asserting a professional medical liability claim against Ms. Escher.

19. At all times relevant hereto, Ms. Escher engaged in the practice of nursing as a CRNP at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152, where she held herself out as a specialist in the field of nursing, possessing the ordinary and customary skills, diligence and knowledge of like nurses and CRNP's in the field.

20. Defendant, Emily Smith, CRNP (hereinafter “Ms. Smith”) is a CRNP licensed to practice nursing in the Commonwealth of Pennsylvania, and may be served with original process at her home located at 3618 Conrad Street, Philadelphia, PA 19129.

21. Plaintiff is asserting a professional medical liability claim against Ms. Smith.

22. At all times relevant hereto, Ms. Smith engaged in the practice of nursing as a CRNP at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152, where she held herself out as a specialist in the field of nursing, possessing the ordinary and customary skills, diligence and knowledge of like nurses and CRNP’s in the field.

23. Defendant, Pam Vincente, CRNP (hereinafter “Ms. Vincente”), is a Certified Registered Nurse Practitioner (“CRNP”) licensed to practice nursing in the Commonwealth of Pennsylvania, and may be served with original process at her office or usual place of business at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152.

24. Plaintiff is asserting a professional medical liability claim against Ms. Vincente.

25. At all times relevant hereto, Ms. Vincente engaged in the practice of nursing as a CRNP at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152, where she held herself out as a specialist in the field of nursing, possessing the ordinary and customary skills, diligence and knowledge of like nurses and CRNP’s in the field.

26. Defendant, Tonya Bronzell-Wynder, CRNP. (hereinafter “Ms. Bronzell-Wynder”), is a Certified Registered Nurse Practitioner (“CRNP”) licensed to practice nursing in the Commonwealth of Pennsylvania, and may be served with original process at her office or usual place of business at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152.

27. Plaintiff is asserting a professional medical liability claim against Ms. Bronzell-Wynder.

28. At all times relevant hereto, Ms. Bronzell-Wynder engaged in the practice of nursing as a CRNP at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152, where she held herself out as a specialist in the field of nursing, possessing the ordinary and customary skills, diligence and knowledge of like nurses and CRNP's in the field.

29. Upon information and belief, Rachel Spotts is licensed to practice nursing in the Commonwealth of Pennsylvania, and may be served with original process at her office or usual place of employment located at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152.

30. Plaintiff is asserting a professional medical liability claim against Ms. Spotts.

31. At all times relevant hereto, Ms. Spotts engaged in the practice of nursing at Planned Parenthood, 8210 Castor Avenue, Philadelphia, PA 19152, where she held herself out as a specialist in the field of nursing, possessing the ordinary and customary skills, diligence and knowledge of like nurses in the field.

32. At all times relevant hereto, Ms. Escher, Ms. Smith, Ms. Vicente, Ms. Bronzell-Wynder, and Ms. Spotts were agents, ostensible agents, servants, borrowed servants, and/or employees of Planned Parenthood, and were acting within the course and scope of their agency and/or employment, and were subject to Planned Parenthood's control or right of control.

33. At all times relevant hereto, the physicians, nurses, medical personnel, and nurse practitioners which included Ms. Escher, Ms. Smith, Ms. Vincente, Ms. Bronzell-Wynder, and Ms. Spotts, as well as other individuals currently known to Defendants but unknown to Plaintiff, were acting individually and/or collectively as the sole or joint agents, servants, borrowed servants, and/or employees of Planned Parenthood, and were acting in the course and scope of

their agency and employment, and were subject to the control or right of control of Planned Parenthood.

### **FACTS**

34. Depo-Provera is a long lasting contraceptive hormone that is given by injection.

35. The injection is effective for approximately 13 weeks.

36. The injection is usually given in the arm, hip, upper thigh, or abdomen.

37. At all times relevant hereto, Defendants knew or should have known that Depo-Provera increases the risk of a loss of bone mineral density (BMD), osteoporosis and fractures.

38. At all times relevant hereto, Defendants, knew or should have known, that a loss of bone mineral density places a patient at an increased risk for osteoporosis.

39. At all times relevant hereto, Defendants, knew or should have known that a loss of bone density increases a patient's risk of suffering debilitating bone fractures.

40. At all times relevant hereto, Defendants, knew or should have known that the long term use of Depo-Provera places a patient at an increased risk for developing scoliosis.

41. At all times relevant hereto, Defendants knew or should have known about the following warning:

Women who use Depo-Provera Contraceptive Injection may lose significant bone mineral density. Bone loss is greater with increasing duration of use and may not be completely reversible. It is unknown if use of Depo-Provera Contraceptive Injection during adolescence or early adulthood, a critical period of bone accretion, will reduce peak bone mass and increase the risk for osteoporotic fracture in later life. Depo-Provera Contraceptive Injection should be used as a long-term birth control method (e.g. longer than 2 years) only if other birth control methods are inadequate.

42. According to medical records, Ms. Mastalski first presented to Planned Parenthood on August 16, 2010.

43. According to the chart, Ms. Mastalski, then 29 years old, had already been taking Depo-Provera (a/k/a “depo shot”) as a form of birth control for more than 2 years.

44. Ms. Escher treated Ms. Mastalski during her first visit to Planned Parenthood on August 16, 2010.

45. Ms. Escher provided Ms. Mastalski with an injection of Depo-Provera on August 16, 2010.

46. On August 16, 2010, Defendants knew or should have known that Ms. Mastalski had been receiving the Depo-Provera injection beyond the time recommended by the manufacturer.

47. The August 16, 2010, office note does not contain documentation of any discussion, recommendation and/or regarding alternative birth control methods (i.e., condoms, creams, IUD’s).

48. The August 16, 2010, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

49. During the August 16, 2010 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc...).

50. The August 16, 2010, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

51. Ms. Escher’s note of August 16, 2010 ordered Ms. Mastalski’s “next depo 10/25/10-11/8/10.”

52. On November 4, 2010, Ms. Mastalski returned to Planned Parenthood.

53. Ms. Escher injected her with Depo-Provera for a second time.

54. The November 4, 2010, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

55. The November 4, 2010, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

56. During the November 4, 2010 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc...).

57. The November 4, 2010, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

58. Ms. Escher ordered Ms. Mastalski's next injection for "1/13/11-1/27/11."

59. On January 28, 2011, Ms. Mastalski returned to Planned Parenthood.

60. Ms. Escher injected her with Depo-Provera for a third time.

61. The January 28, 2011, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

62. The January 28, 2011, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

63. During the January 28, 2011 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

64. The January 28, 2011, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

65. Ms. Escher ordered Ms. Mastalski's next injection for "4/8/11-4/22/11."

66. On March 21, 2011, Planned Parenthood received Ms. Mastalski's chart from the North Carolina Department of Health, Family Planning and Reproductive Health which

confirmed that Ms. Mastalski had been using DMPA (Depo-Provera) as her BCM (birth control method) on a long term basis.

67. On April 26, 2011, Ms. Mastalski presented to Planned Parenthood for her annual exam.

68. Ms. Escher performed the examination and continued Depo-Provera as Ms. Mastalski's method of birth control.

69. During the annual examination, Ms. Escher failed to: (1) discuss and/or recommend alternative forms of birth control; (2) educate Ms. Mastalski regarding the risk of continued use of Depo-Provera; and/or (3) order diagnostic tests to determine Ms. Mastalski's bone density levels and/or her development of osteoporosis.

70. On April 26, 2011, Ms. Escher injected her with Depo-Provera for a fourth time.

71. Ms. Escher ordered Ms. Mastalski's next injection for "7/5/11-7/19/11."

72. On July 20, 2011, Ms. Mastalski returned to Planned Parenthood.

73. Ms. Escher injected her with Depo-Provera for a fifth time.

74. The July 20, 2011, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

75. The July 20, 2011, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

76. During the July 20, 2011 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

77. The July 20, 2011, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

78. Ms. Escher ordered Ms. Mastalski's next injection for "9/28/11-10/12/11."

79. On October 11, 2011, Ms. Mastalski returned to Planned Parenthood.
80. Ms. Escher injected her with Depo-Provera for a sixth time.
81. The October 11, 2011, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).
82. The October 11, 2011, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.
83. During the October 11, 2011 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).
84. The October 11, 2011, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.
85. Ms. Escher ordered Ms. Mastalski's next injection for "12/20/11-1/8/12."
86. On January 5, 2012, Ms. Mastalski returned to Planned Parenthood.
87. Ms. Escher injected Ms. Mastalski with Depo-Provera for the seventh time.
88. The January 5, 2012, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).
89. The January 5, 2012, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.
90. During the January 5, 2012 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).
91. The January 5, 2012, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.
92. Ms. Escher ordered Ms. Mastalski's next Depo-Provera shot for "3/15-3/29/12."
93. On March 29, 2012, Ms. Mastalski returned to Planned Parenthood.

94. Pam Vincente provided Ms. Mastalski with a Depo-Provera injection.
95. The March 29, 2012 injection was Ms. Mastalski's eighth injection from Planned Parenthood.
96. The March 29, 2012, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).
97. The March 29, 2012, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.
98. During the March 29, 2012 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).
99. The March 29, 2012, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.
100. A medical provider employed by Planned Parenthood ordered Ms. Mastalski's next Depo-Provera shot for "6/7/12 to 6/21/12."
101. On June 28, 2012, Ms. Mastalski returned to Planned Parenthood.
102. Pam Vincente injected Ms. Mastalski with Depo-Provera for the second time.
103. She received her ninth injection of Depo-Provera from Planned Parenthood.
104. During her visit of June 28, 2012, a Health Habits and Social History form was completed which confirmed that Ms. Mastalski had been receiving Depo-Provera for approximately 3 years.
105. Planned Parenthood employees and/or agents reviewed and/or should have reviewed the Health Habits and Form before rendering further care to Ms. Mastalski.
106. The June 28, 2012, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

107. The June 28, 2012, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

108. During the June 28, 2012 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

109. The June 28, 2012, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

110. A medical employer employed by Planned Parenthood ordered Ms. Mastalski's next Depo-Provera shot for "Sept 6- Sept 20."

111. On September 28, 2012, Ms. Mastalski returned to Planned Parenthood.

112. She received her tenth injection from Planned Parenthood.

113. Pam Vincente injected Ms. Mastalski with Depo-Provera for the third time.

114. The September 28, 2012, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

115. The September 28, 2012, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

116. During the September 28, 2012 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

117. The September 28, 2012, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

118. A medical provider employed by Planned Parenthood ordered Ms. Mastalski's next Depo-Provera shot for "12/7/12 to 12/21/12."

119. On December 29, 2012, Ms. Mastalski returned to Planned Parenthood.

120. She received her eleventh injection of Depo-Provera from an employee/agent of Planned Parenthood.

121. Tonya Bronzell-Wynder provided a Depo-Provera injection to Ms. Mastalski.

122. The December 29, 2012, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

123. The December 29, 2012, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

124. During the December 29, 2012 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

125. The December 29, 2012, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

126. A medical provider employed by Planned Parenthood ordered Ms. Mastalski's next Depo-Provera shot for "3/9-3/23/13."

127. On March 18, 2013, Ms. Mastalski returned to Planned Parenthood.

128. Ms. Mastalski received her twelfth injection of Depo-Provera from Planned Parenthood.

129. Ms. Escher injected Ms. Mastalski with Depo-Provera for the eighth time on March 18, 2013.

130. The March 18, 2013, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

131. The March 18, 2013, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

132. During the March 18, 2013 visit, Ms. Escher did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

133. The March 18, 2013, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

134. Ms. Escher ordered Ms. Mastalski's next Depo-Provera shot for "8/27/13 to 9/10/13."

135. On June 18, 2013, Ms. Mastalski returned to Planned Parenthood.

136. On June 18, 2013, she received her thirteenth injection of Depo-Provera from Planned Parenthood.

137. Pam Vincente provided Ms. Mastalski with a Depo-Provera injection for a fourth time.

138. Rachel Spotts also provided medical care to Ms. Mastalski on June 18, 2013.

139. The June 18, 2013, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

140. The June 18, 2013, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

141. During the June 18, 2013 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

142. The June 18, 2013, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

143. Planned Parenthood ordered Ms. Mastalski's next Depo-Provera shot for "8/27/13 to 9/10/13."

144. Based upon Ms. Mastalski's medical records, Defendants knew or should have known that she had been receiving injections of Depo-Provera since approximately 2006 or 2007.

145. On September 14, 2013, Ms. Mastalski returned to Planned Parenthood.

146. On September 14, 2013 she received her fourteenth injection of Depo-Provera from Planned Parenthood.

147. Tony Bronzell-Wynder provided Ms. Mastalski with a Depo-Provera injection for the second time.

148. The September 14, 2013, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

149. The September 14, 2013, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

150. During the September 14, 2013 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

151. The September 14, 2013, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

152. Planned Parenthood ordered Ms. Mastalski's next Depo-Provera injection for "11/23-12/7/13."

153. On December 6, 2013, Ms. Mastalski returned to Planned Parenthood

154. She received her fifteenth injection of Depo-Provera from Planned Parenthood on December 6, 2013.

155. Tanya Bronzell-Wynder provided Ms. Mastalski with a Depo-Provera injection for the third time.

156. The December 6, 2013, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

157. The December 6, 2013, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

158. During the December 6, 2013 visit, Planned Parenthood did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

159. The December 6, 2013, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

160. On March 22, 2014, Ms. Mastalski returned to Planned Parenthood.

161. She received her sixteenth injection of Depo-Provera on March 22, 2014.

162. Emily Smith, CRNP, provided the injection.

163. The March 22, 2014, office note does not contain documentation of any discussion regarding alternative birth control methods (i.e., condoms, creams, IUD's).

164. The March 22, 2014, office note does not contain any documentation of any discussion related to the risks of continued use of Depo-Provera.

165. During the March 22, 2014 visit, Ms. Smith did not order any diagnostic tests (DEXA scan, 24 hour urine test, blood work, parathyroid hormone test, etc.).

166. The March 22, 2014, office note does not contain any documentation of patient education regarding the continued use of Depo-Provera.

167. On June 19 2014, Ms. Mastalski underwent a DEXA scan.

168. Dr. Ralph Dauito interpreted the findings of the DEXA scan.

169. According to the medical records, Dr. Dauito determined that the test yielded abnormal results.

170. The interpretation states: “Abnormal DEXA study. The lowest T-score in the central DEXA is -2.8. There is severe osteoporosis with highly increased risk of fracture.”

171. On June 21, 2014, Ms. Mastalski returned to Planned Parenthood for care.

172. The medical chart states: “Pt. presenting today after having a dexa scan that revealed she had osteopina of the spine and osteoporosis of the left hip.”

173. According to the June 21, 2014, medical record, Planned Parenthood placed Plaintiff on oral contraception.

174. According to the June 21, 2014 medical record Planned Parenthood provided Plaintiff with education materials related to alternative forms of contraception (e.g. pill, patch, ring) for the first time.

175. Prior to June 21, 2014, Defendants, individually and/or collectively failed to warn Plaintiff of the potential side effects of the Depo-Provera Contraceptive Injection.

176. Prior to June 21, 2014, Defendants, individually and/or collectively failed to order, recommend, and/or educate Plaintiff regarding alternative forms of contraception.

177. Prior to June 21, 2014, Defendants failed to provide Ms. Mastalski with education materials related to alternative forms of contraception.

178. Prior to June 21, 2014, Defendants failed to provide Ms. Mastalski with education materials and/or warnings related to the use of Depo-Provera.

179. On December 9, 2014, Ms. Mastalski had an x-ray of her right foot which revealed a fracture of the right fourth proximal phalynx.

180. Dr. Dauito read the December 9, 2014 x-ray film and found that Ms. Mastalski’s bones appeared osteoporotic.

181. On January 21, 2015, Ms. Mastalski underwent an x-ray of her right foot.

182. The findings of the report states: “[a]gain there is minimally displaced oblique non-healing fracture involving midshaft of fourth proximal phalynx

183. Defendants’ failure to timely consider, diagnose and treat Ms. Mastalski increased her risk of developing osteoporosis and fractures.

184. Defendants’ failure to timely consider, diagnose and treat Ms. Mastalski caused her to develop severe osteoporosis and fractures.

185. As set forth above, Ms. Mastalski received 15 injections of Depo-Provera at Planned Parenthood

186. Prior to June 21, 2014, Ms. Mastalski did not know that the Defendant’s negligent acts and omissions caused her harm.

187. On June 21, 2014, Plaintiff was treated at Planned Parenthood where she was informed, for the first time, that Depo-Provera caused her to develop osteoporosis and/or increased her risk of developing osteoporosis.

188. At all times relevant and material hereto, Defendants deviated from accepted standards of care by providing Ms. Mastalski Depo-Provera in violation of the FDA black box warning causing permanent and irreparable injury to Ms. Mastalski.

189. The Defendants also failed to order and/or perform appropriate diagnostic studies, examinations, consultations, treatment and follow-to identify Ms. Mastalski’s loss of bone density and other symptoms, which allowed the condition to persist, resulting in great pain and suffering and the eventual development of osteopenia and her subsequent fracture, harms and losses.

190. The negligence, carelessness and unskilled performance of professional duties of the Defendants as described herein increased the risk of harm that Ms. Mastalski suffered, which included her development of osteoporosis and a subsequent fracture.

191. The negligence, carelessness and unskilled performance of professional duties of the Defendants as described herein destroyed the significant possibility of avoiding the harm suffered by Ms. Mastalski.

192. As a direct, substantial and factual cause of the negligence and carelessness of the Defendants, Plaintiff sustained serious and permanent injuries to her body, including but not limited to: the development of osteoporosis and fracture of her foot and general aches and pains, all of which has caused and continue to cause her physical and mental pain and suffering, loss of life's enjoyment, possible diminishment of earning capacity and/or loss of wages, medical expenses, scarring and/or disfigurement, embarrassment and humiliation, and other emotional, financial and physical injuries.

193. As a direct, substantial and factual cause of the negligence and carelessness of the Defendants, Plaintiff in the future may or will suffer physical, emotional and/or economic injuries, including but not limited to future pain and suffering, loss of life's enjoyment, possible potential diminishment of earning capacity and/or loss of wages, medical expenses, scarring and/or disfigurement, embarrassment, and humiliation.

194. As a direct and proximate result of the negligence, carelessness, and/or negligent omissions of Defendants, Ms. Mastalski:

- a. Sustained serious and permanent osteoporosis;
- b. Sustained scoliosis;
- c. Suffered a fracture;

- d. Has endured complications in the healing process of her fracture;
- e. Is forced to endure chronic and extraordinary pain;
- f. Is forced to endure injury and damage to her body;
- g. Is forced to endure past and future frustration;
- h. Is forced to endure past and future physical weakness;
- i. Is forced to endure past and future anxiety;
- j. Is forced to endure past and future humiliation;
- k. Is forced to endure past and future mental anguish;
- l. Is forced to endure past and future emotional distress;
- m. Is forced to endure past and future loss of life's pleasures; and
- n. Is forced to endure economic losses as set forth herein.

195. Ms. Mastalski's injuries caused and continue to cause pain, discomfort and limitations all of which may be permanent.

196. As a result of the negligence and carelessness of the Defendants, Ms. Mastalski has been obligated to undergo and receive medical attention and care and will continue to receive and undergo medical attention and care in the future.

197. As a further result of the negligence and carelessness of the Defendants, Ms. Mastalski has and may in the future incur other financial losses and expenses.

198. As a further result of the negligence and carelessness of the Defendants, Ms. Mastalski has and may in the future suffer additional fractures and/or complications caused by her injuries, including her osteoporosis, fractures, and/or scoliosis.

199. As a result of the negligence and carelessness of the Defendants, Ms. Mastalski has been prevented and may be prevented in the future from performing her usual duties, occupations, avocations and activities, all to his great detriment and loss.

200. Defendants' negligence, carelessness and/or negligent omissions were factual causes of the injuries, damages and harm to Ms. Mastalski, more fully set forth herein and incorporated by reference.

201. At all relevant times, Defendants failure to render care to Ms. Mastalski which they knew or should have known was necessary for the protection of Ms. Mastalski and the negligence, carelessness and/or negligent omissions of the Defendants, as more fully set forth herein, increased the risk of and/or were factual causes of the injuries, damages and suffered by Ms. Mastalski as more fully set forth herein and incorporated by reference.

### **RULES**

202. A medical provider must not needlessly endanger a patient.

203. It is a medical provider's job to protect a patient from preventable harm.

204. It is a medical provider's responsibility to protect a patient from preventable harm.

205. When exercising medical judgment, a medical provider must always choose the safest path for the patient.

206. When choosing among alternatives for a patient, a medical provider must always choose the safest alternative for the patient.

207. A medical provider has an obligation to educate a patient.

208. A medical provider has an obligation to advise the patient of risks associated with treatment which is provided to the patient.

## COUNT I – NEGLIGENCE

### **PLAINTIFF KAREN MASTALSKI V. DONNA ESCHER AND EMILY SMITH, TONYA BRONZELL-WYNDER, PAM VINCENTE, AND RACHEL SPOTTS**

209. Plaintiff incorporates herein by reference each and every allegation set forth above.

210. Defendants, Donna Escher, Emily Smith, Tonya Bronzell-Wynder, Pam Vincente, Rachel Spotts, and other individuals currently known to Defendants and unknown to Plaintiff who provided her care at Planned Parenthood were, individually and/or collectively, and/or through their individual and/or collective agents, servants, borrowed servants and/or employees, negligent and careless in the following ways:

- a) Failing to timely and properly consider, diagnose Ms. Mastalski's loss of bone density and development of osteoporosis;
- b) Failing to refer Ms. Mastalski to an orthopedic doctor for consultation;
- c) Failing to timely, accurately, and appropriately communicate with Ms. Mastalski;
- d) Failing to exhaust treatment options rather than keeping Ms. Mastalski on Depo-Provera;
- e) Failing to timely and properly diagnose Ms. Mastalski's loss of bone density and development of osteoporosis;
- f) Failing to timely and properly recognize the severity of Ms. Mastalski's condition;
- g) Failing to timely and properly consider, recognize and diagnose the signs and symptoms of loss of bone density and/or osteoporosis so that Ms. Mastalski could receive appropriate treatment;
- h) Failing to implement an individualized plan of care for Ms. Mastalski;
- i) Negligently continuing to provide Ms. Mastalski Depo-Provera despite her family history of osteoporosis;
- j) Failing to take an appropriate, adequate and detailed history;

- k) Failing to adhere to the warnings and instructions related to the administration of Depo-Provera;
- l) Failing to timely and properly order or obtain Ms. Mastalski's calcium levels, Vitamin D levels, and bone density levels;
- m) Failing to obtain an ongoing history from Ms. Mastalski;
- n) Failing to properly supervise and/or monitor medical staff, nursing staff, and/or physicians;
- o) Failing to timely and properly monitor and/or evaluate Ms. Mastalski at regular time intervals;
- p) Failing to timely and properly order or obtain necessary consultations and evaluations for Ms. Mastalski;
- q) Failing to timely and properly order and administer diagnostic studies, such as a DEXA scan, a bone scan, urine tests for calcium, and blood work;
- r) Failing to timely and properly order a parathyroid hormone level test;
- s) Failing to recommend and/or implement other interventions, including dietary (e.g., increased calcium and Vitamin D) and lifestyle (e.g., exercise)
- t) Failing to ensure that agents, employees and/or those responsible for providing care to patients, including Plaintiff had current and up to date warnings related to medications; and
- u) Failing to recommend and/or implement alternative birth control measures which would not increase Plaintiff's risk of developing osteoporosis and/or fractures (i.e., condoms, creams, IUD's).

211. The aforesaid individual and/or collective negligence the Defendants was a direct, factual, and substantial cause of Ms. Mastalski's injuries and damages described herein.

212. The aforesaid individual and/or collective negligence of Defendants increased the risk of harm, injuries, and damages suffered by Ms. Mastalski as described herein.

**WHEREFORE**, Plaintiff demands judgment against all Defendants, in an amount in excess of \$50,000.00, plus interest, delay damages, costs, and any and all other relief the Court deems appropriate.

**COUNT II – NEGLIGENCE/VICARIOUS NEGLIGENCE**

**PLAINTIFF KAREN MASTALSKI V. DEFENDANTS PLANNED PARENTHOOD ASSOCIATION OF PENNSYLVANIA AND PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA, AND PLANNED PARENTHOOD FEDERATION OF AMERICA, INC.**

213. Plaintiff incorporates herein by reference each and every allegation set forth above.

214. At all times relevant, and especially on the dates of service alleged herein, Defendants, Planned Parenthood Association of Pennsylvania, Planned Parenthood Southeastern Pennsylvania, and Planned Parenthood Federation of America, Inc. (collectively “Planned Parenthood”) acted through their agents, ostensible agents, staff, servants, employees, residents, physicians, fellows, medical students, including nurse practitioners, nurses, physicians assistants, technicians and/or contractors, including Ms. Escher Ms. Smith, Ms. Bronzell-Wynder, Ms. Vincente, and Ms. Spotts.

215. At all times relevant, the agents the, ostensible agents, staff, servants, employees, physicians, nurse practitioners, nurses, physicians assistants, technicians and/or contractors who provided care to Ms. Mastalski were acting in the course and scope of their employment with Defendants, Planned Parenthood Association of Pennsylvania, Planned Parenthood Southeastern Pennsylvania, Planned Parenthood Federation of America, Inc.

216. Planned Parenthood is vicariously liable for the actions and inactions of their agents, ostensible agents, staff, servants, employees, physicians, nurse practitioners, nurses, physician’s assistants, technicians and/or contractors.

217. Planned Parenthood is vicariously liable for the negligent acts and/or omissions of Ms. Escher, Ms. Smith, Ms. Bronzell-Wynder, Ms. Vincente and Ms. Spotts which occurred during the treatment of Ms. Mastalski.

218. At all times relevant and material hereto, Planned Parenthood Association of Pennsylvania, Planned Parenthood Southeastern Pennsylvania, Planned Parenthood Federation of America, Inc. deviated from accepted standards of care in the treatment of Ms. Mastalski and were negligent as follows:

- a) Failing to timely and properly consider, diagnose Ms. Mastalski's loss of bone density and development of osteoporosis;
- b) Failing to refer Ms. Mastalski to an orthopedic doctor for consultation;
- c) Failing to timely, accurately, and appropriately communicate with Ms. Mastalski;
- d) Failing to exhaust treatment options rather than keeping Ms. Mastalski on Depo-Provera;
- e) Failing to timely and properly diagnose Ms. Mastalski's loss of bone density and development of osteoporosis;
- f) Failing to timely and properly recognize the severity of Ms. Mastalski's condition;
- g) Failing to timely and properly consider, recognize and diagnose the signs and symptoms of loss of bone density and/or osteoporosis so that Ms. Mastalski could receive appropriate treatment;
- h) Failing to implement an individualized plan of care for Ms. Mastalski;
- i) Negligently continuing to provide Ms. Mastalski Depo-Provera despite her family history of osteoporosis;
- j) Failing to take an appropriate, adequate and detailed history;
- k) Failing to adhere to the warnings and instructions from the FDA and the manufacturer related to the administration of Depo-Provera;
- l) Failing to timely and properly order or obtain Ms. Mastalski's calcium levels, Vitamin D levels, and bone density levels;
- m) Failing to obtain an ongoing history from Ms. Mastalski;
- n) Failing to properly supervise and/or monitor medical staff, nursing staff, and/or physicians;
- o) Failing to timely and properly monitor and/or evaluate Ms. Mastalski at regular time intervals;

- p) Failing to timely and properly order or obtain necessary consultations and evaluations for Plaintiff;
- q) Failing to timely and properly order and administer diagnostic studies, such as a DEXA scan, a bone scan, urine tests for calcium, and blood work;
- r) Failing to timely and properly order a parathyroid hormone level test;
- s) Failing to recommend and/or implement other interventions, including dietary (e.g., increased calcium and Vitamin D) and lifestyle (e.g., exercise);
- t) Failing to ensure those practicing medicine/nursing at its facility abided by warnings and instructions associated with medications;
- u) Failing to ensure that those practicing medicine/nursing at its facility appropriately communicated with and educated patients, such as Ms. Mastalski;
- v) Failing to ensure that agents, employees and/or those responsible for providing care to patients, including Plaintiff had current and up to date warnings related to medications; and
- w) Failing to recommend and/or implement alternative birth control measures which would not increase Plaintiff's risk of developing osteoporosis and/or fractures (i.e., condoms, creams, IUD's).

219. The aforesaid negligence of Planned Parenthood Association of Pennsylvania and Planned Parenthood Association of Southeastern Pennsylvania was a direct, factual, and substantial cause of Ms. Mastalski's injuries and damages as described herein.

220. The aforesaid negligence of Planned Parenthood Association of Pennsylvania and Planned Parenthood Association of Southeastern Pennsylvania increased the risk of harm, injuries, and damages suffered by Ms. Mastalski as described herein.

221. Planned Parenthood is further liable under the laws of agency, *respondeat superior* and/or vicarious liability for the negligent acts and/or omissions of its agents, servants, borrowed servants and/or employees, which included Defendants Ms. Escher, Ms. Smith, Ms.

Bronzell-Wynder, Ms. Vincente, and Ms. Spotts and other individuals currently known to Defendants but unknown to Plaintiff.

**WHEREFORE**, Plaintiff demands judgment against all Defendants, in an amount in excess of \$50,000.00, plus interest, delay damages, costs, and any and all other relief the Court deems appropriate.

### **COUNT III – CORPORATE NEGLIGENCE**

#### **PLAINTIFF KAREN MASTALSKI V. DEFENDANTS PLANNED PARENTHOOD ASSOCIATION OF PENNSYLVANIA AND PLANNED PARENTHOOD SOUTHEASTERN PENNSYLVANIA, AND PLANNED PARENTHOOD FEDERATION OF AMERICA, INC.**

222. Plaintiff incorporates herein by reference each and every allegation set forth above.

223. Planned Parenthood Association of Pennsylvania, Planned Parenthood Southeastern Pennsylvania, and Planned Parenthood Federation of America, Inc. (collectively “Planned Parenthood”) undertook the care of Ms. Mastalski with the knowledge and intention that she would rely on their opinions, training and experience, and that of agents, ostensible agents, staff, servants, employees, residents, physicians, fellows, medical students, nurse practitioners, nurses, physicians assistants, technicians and/or contractors in the medical care rendered to her during the course of her care and treatment.

224. Planned Parenthood undertook the aforesaid care and treatment of Ms. Mastalski for compensation rendered by her or on her behalf.

225. Planned Parenthood held itself out to Ms. Mastalski and the public as a facility which specialized in women’s health and general medicine.

226. Planned Parenthood owed a duty of care to Ms. Mastalski which was breached to her great detriment.

227. Planned Parenthood had a duty to Ms. Mastalski to provide medical care and treatment in a safe manner and in accordance with good and acceptable medical standards.

228. Planned Parenthood breached its duty of care to Ms. Mastalski by numerous acts and/or omissions, including but not limited to;

- (a) Failing to select and retain only competent physicians;
- (b) Failing to select and retain only competent nurses;
- (c) Failing to select and retain only competent physician's assistants;
- (d) Failing to select and retain only competent certified nurse practitioners;
- (e) Failing to select and retain only competent technicians;
- (f) Failing to properly oversee all persons who practice medicine and nursing within the medical facility;
- (g) Failing to formulate, adopt, and enforce appropriate rules, policies, and procedures, so as to ensure quality care for patients;
- (h) Failing to uphold the proper standard of care owed to Ms. Mastalski;
- (i) Failing to properly train doctors, nurses, physician's assistants, certified registered nurse practitioners, and staff to properly care for patients;
- (j) Failing to properly train doctors, nurses, physician's assistants, certified registered nurse practitioners, and staff to use due care under the circumstances;
- (k) Failing to properly and appropriately supervise their agents, servants, employees and/or ostensible agents;
- (l) Failing to properly train doctors, nurses, physician's assistants, certified registered nurse practitioners, and staff to prepare individualized care plans for patients such as Ms. Mastalski;

- (m) Failing to properly train doctors, nurses, physician's assistants, certified registered nurse practitioners and staff to properly treat problems arising from long term use of Depo-Provera;
- (n) Failing to properly train doctors, nurses, physician's assistants, certified registered nurse practitioners, and staff;
- (o) Failing to properly train doctors, nurses, physician's assistants, certified registered nurse practitioners, and staff to take proper cognizance of the signs and symptoms of problems arising long term provision of Depo-Provera;
- (p) Failing to properly train doctors, nurses, physician's assistants, and staff to properly communicate patient information to other members of the medical team participating in the care and treatment of patients;
- (q) Failing to train, educate, and/or supervise doctors, nurses, nurse practitioners, and medical staff on warnings supplied with medication and/or provided by the FDA and/or any other source;
- (r) Failing to properly train doctors, nurses, nurse practitioners, physicians assistant's and staff to identify patients who are risk of suffering lowered bone density, osteoporosis and fracture caused by Depo-Provera;
- (s) Failing to properly train, educate, and supervise those providing medical and/or nursing care within its walls to ensure that appropriate diagnostic tests are ordered and/or alternative methods of birth control are attempted with patients such as Ms. Mastalski;
- (t) Failing to ensure that those who practice medicine inside Defendants' walls, properly administer medication in accordance with warnings, instructions, guidelines and the appropriate standard of care;
- (u) Failing to properly train, doctors, nurses, physician's assistants, certified registered nurse practitioners and staff to provide patients with proper education regarding medications and treatment and the risks associated with the provision of said medications and treatment;

- (v) Failing to formulate, adopt, and enforce adequate rules, procedures and policies to be followed by its physicians, physician's assistants, staff, personnel, nurses, nurse practitioners, technicians and/or independent contractors in connection with the monitoring, evaluation, diagnosis, treatment and follow up in general and in patients like Ms. Mastalski;
- (w) Failing to select and ensure that only competent and properly qualified, experienced and trained physicians, physician's assistants, staff, personnel, nurses, nurse practitioners, technicians and/or independent contractors diagnose, care for and treat patients who received Depo-Provera on a long term basis;
- (x) Failing to oversee, supervise and monitor all aspects of the care delivered by its physicians, physician's assistants, staff, personnel, nurses, nurse practitioners, technicians and/or independent contractors;
- (y) Failing to oversee and review the competence, qualifications and experience of persons practicing medicine, nursing and/or aiding in the delivery of medical care within its practice as to patient care;
- (z) Failing to maintain a safe and adequate medical practice for the care, protection and treatment of patients to ensure proper and timely diagnosis and treatment of the condition of patients and to ensure the timely and appropriate treatment of patient complaints;
- (aa) Failing to properly supervise, oversee, monitor, manage, control and review ongoing medical and nursing care and services being provided within the medical practice to avoid risks of harm and complications to its patients;
- (bb) Failing to have proper facilities, equipment and systems for the care of its patients;
- (cc) Failing to oversee, monitor and determine that Ms. Escher, Ms. Smith, Ms. Bronzell-Wynder, Ms. Vincente and Ms. Spotts had the appropriate qualifications and skills to practice at the facility;
- (dd) Failing to employ appropriate methods of quality assurance; and

- (ee) Failing to protect and safeguard the health and well-being of its patients, particularly Ms. Mastalski herein.

229. Planned Parenthood knew, or should have known, that the foregoing deviations and insufficiencies in their policies and procedures could cause injuries, damages and/or harm to Ms. Mastalski and/or increased the risks of Ms. Mastalski suffering the injuries, damages, and harm more fully set forth herein and incorporated by reference.

230. Planned Parenthood's foregoing deviations from accepted standards of care were factual causes of the injuries, damages and/or harm of Ms. Mastalski and/or increased the risks of Ms. Mastalski suffering the injuries, damages and/or harm more fully set forth herein and incorporated by reference.

**WHEREFORE**, Plaintiff demands judgment against all Defendants, in an amount in excess of \$50,000.00, plus interest, delay damages, costs, and any and all other relief the Court deems appropriate.

Respectfully submitted,

MESSA & ASSOCIATES, P.C.

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Dated: June 9, 2016