MAJOR NON-JURY
ASSESSMENT OF DAMAGES
HEARING IS REQUIRED

THE RADMORE FIRM, LLC
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Attorney for Plaintiff(s)

ANGELINA MATOS **612 Winton Street** **Philadelphia, PA 19148**	:	**COURT OF COMMON PLEAS** **PHILADELPHIA COUNTY**
vs	:	
	:	**TERM**
PLANNED PARENTHOOD KEYSTONE **t/a PLANNED PARENT KEYSTONE** **BERKS COUNTY** **1920 Kutztown Rd Suite H** **Reading, PA 19604**	:	
and	:	
BAYER HEALTHCARE **PHARMACEUTICALS. INC** **c/o Corporations Service Bureau, Dauphin** **2595 Interstate Dr #103** **Harrisburg, PA 17110**	:	
and	:	
DOE DESIGNEE(S) 1 AND 2	:	

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take 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 defenses or objections to the claims set forth 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.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
Telephone: 215-238-6333
TTY: 215-451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de piazo al partir de la fecha de la demanda y la notificacion. Hace falte asentar 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 corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Adamas, la cortes 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 ostros defechos importantes para usted.
LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENT. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICO, 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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CIVIL ACTION COMPLAINT
MEDICAL MALPRACTICE AND PRODUCTS LIABILITY

1. Plaintiff, Angelina Matos, is an individual and resides at 117 Walnut Street, Apt. 2 Reading, PA 19601

2. Defendant. Planned Parenthood Keystone, t/a Planned Parenthood Keystone Berks County (Planned Parenthood) is a Non Profit Corporation providing services including birth control

advice and treatment with an office at 1920 Kutztown Rd Suite H, Reading, PA 19604

3. Defendant, Bayer Healthcare Pharmaceuticals, Inc., (Bayer) is a Delaware corporation licensed to do business in the Commonwealth of Pennsylvania with its registered office in the Commonwealth at Corporations Service Bureau, Dauphin, 2595 Interstate Dr #103. Harrisburg, PA 17110.

4. Defendants, Doe Designee(s) 1 are individuals who were physicians, nurses or other staff at Planned Parenthood Keystone and Planned Parenthood Keystone Berks County and who participated in the advise, consent procedures, examination, procedure for inserting the intrauterine device (IUD) as well as aftercare for the facts set out in the Complaint. The Doe Designations are set forth herein in accordance with the requirements of Pennsylvania Rule of Civil Procedure 2005.

5. Defendants, Doe Designee(s) 2 are those entities and individuals involved in the manufacture and distribution of the MIRENA® 20 mcg/24 hour IUD manufactured by defendant, Bayer Healthcare Pharmaceuticals, Inc. The Doe Designations are set forth herein in accordance with the requirements of Pennsylvania Rule of Civil Procedure 2005.

6. Venue is proper in the County of Philadelphia as defendant, Bayer, in the regular course of business, manufactured, sold and distributed the IUD in the County of Philadelphia.

7. On or about September 10, 2018, plaintiff was treated at defendant Planned Parenthood for the insertion of an IUD.

8. The IUD inserted was a MIRENA® 20 mcg/24 hour IUD manufactured by defendant, Bayer. Lot Number TU015KX.

9. Bayer negligently and/or fraudulently represented that MIRENA® had been tested and was found to be safe and/or effective for its indicated use.

10. Bayer negligently and improperly failed to perform sufficient tests, if any, on

women using MIRENA® during clinical trials, forcing Plaintiff, and her physicians, hospitals, and/or the FDA, to rely on safety information that applies to other contraceptives, which does not entirely and/or necessarily apply to the MIRENA® device.

11. Planned Parenthood, as a national purveyor of birth control advice and treatment, knew, or should have known of the defects in the MIRENA® device.

12. Examination prior to the procedure found no severe headache, yellow skin/eyes, severe depression, blurred vision, chest/arm pain, persistent right upper quadrant and abdominal pain, swelling/pain in legs, shortness of breath or problems with DMPA injections.

13. Planned parenthood provided plaintiff with written information containing the date of insertion of IUD, recommended date of removal and lot number.

14. Plaintiff was not provided with the risks of the procedure prior to the insertion of the IUD.

15. Subsequently plaintiff developed intense headaches and severe abdominal pain and accordingly sought treatment at Reading Hospital.

16. On January 10, 2019, a pelvic ultrasound was preformed which revealed the IUD was mal-positioned. It lay in the posterior uterine myometrium and extended close to but not definitely through the posterior serosa in the body of the uterus.

17. Until advised of the malpositioning of the IUD, plaintiff was unaware that it was improperly inserted and thus discovered the negligence of defendants on January 10, 2019.

18. On March 4, 2019, plaintiff underwent IUD removal.

19. Plaintiff continued to suffer from severe abdominal pain.

20. However, following the procedure, plaintiff continued to suffer from pain including chest pain.

21. Plaintiff was 25 years old at the time the IUD was inserted and was not suffering from these issues at the time of insertion of the IUD.

22. On April 23, 2019, plaintiff presented to Reading Hospital complaining of shortness of breath and nausea and vomiting. Initial evaluation was suggestive of congestive heart failure and possible community acquired pneumonia.,

23. While at Reading Hospital plaintiff's condition worsened with a concern for myocarditis. As a result on April 25, 2019, plaintiff was transferred to Jefferson Hospital in Philadelphia.

24. Plaintiff was an inpatient at Jefferson from April 25, 2019 until May 4, 2019 having been discharged with congestive heart failure.

25. As a result of the negligence of Bayer and Doe Designees 1 and the defects in the IUD as set forth herein as manufactured sold and distributed by Bayer and Doe Designees 2, plaintiff suffered serious and permanent injuries including severe abdominal pain, severe headaches, the need to undergo a serious medical procedure to remove the IUD, congestive heart failure, loss of life's comforts and enjuoyments as well as other serious and permanent injuries.

26. As a result of the negligence of Bayer and Doe Designees 1 and the defects in the IUD as set forth herein as manufactured sold and delivered by Bayer and Doe Designees 2 plaintiff has been subjected to a substantial increased risk of harm.

27. As a result of the negligence of Bayer and Doe Designees 1 and the defects in the IUD as set forth herein as manufactured sold and delivered by Bayer and Doe Designees 2, plaintiff has been and may in the future continue to be required to expend various sums of money for medicine and medical treatment in and about endeavoring to treat and cure himself of his injuries.

28. As a result of the negligence of Bayer and Doe Designees 1 and the defects in the IUD

as set forth herein as manufactured sold and delivered by Bayer and Doe Designees 2 and the injuries sustained, plaintiff has and may continue to suffer great pain and agony, mental anguish and humiliation and has been and may in the future be hindered from attending to his daily duties, functions and occupation, all to his great damage and loss.

29. The negligence of Bayer and Doe Designees 1 and the defects in the IUD as set forth herein as manufactured sold and delivered by Bayer and Doe Designees 2 was a substantial factor in bringing about plaintiff's injuries and losses and a factual cause of plaintiffs injuries and losses.

COUNT I
PLAINTIFF VS DEFENDANT, PLANNED PARENTHOOD KEYSTONE
NEGLIGENCE

30. Plaintiff incorporates paragraphs 1 through 29 by reference as fully as though same were herein set forth at length

31. Defendant, Planned Parenthood, corporately and/or through its agents, servants, workmen or employee's failed or refused to act with reasonable care and acted in a reckless manner by:

(a) failing to properly and carefully perform the insertion of the IUD so that it was caused to be mal-positioned;

(b) failing to assure the IUD was properly inserted:

(c) failing to perform proper follow-up and aftercare to assure the IUD was properly inserted:

(d) using the MIRENA® IUD when they knew, or should have known of the defects and issues which by 2018 were well known in the medical community;

(e) failing to adequately, properly and/or timely diagnose the condition of the plaintiff

(f) failing to timely refer plaintiff to appropriate medical personnel when she began to

develop after effects subsequent to the procedure;

(g) failing to perform the requisite tests and procedures to correctly diagnose the condition of the plaintiff or referring her to specialists so that she ultimately developed serious and life-threatening complications.

(h) failing to properly and/or timely prescribe or supply medication which may have treated plaintiff's condition.

32. As a result of the negligence of defendant, Planned Parenthood, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

33. The conduct of Planned Parenthood in inserting an IUD with known defects was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Planned Parenthood Keystone in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT II
PLAINTIFF VS DEFENDANT, PLANNED PARENTHOOD KEYSTONE
VICARIOUS LIABILITY

34. Paragraphs 1 through 33 are incorporated herein by reference as though fully set forth

35. At all times relevant hereto, the attending physicians, nursing staff and other support staff at Planned Parenthood to be determined during discovery were acting in the scope of their employment as agents, servants, or employees of defendant, Planned Parenthood.

36. The attending physicians, nursing staff and other support staff to be determined

during discovery were the ostensible agents of defendants and plaintiff justifiably believed that his care was being rendered by said entity or its agents.

37. At all times relevant hereto, the attending physicians, nursing staff and other support staff at Planned Parenthood to be determined during discovery were acting in the scope of their employment as agents, servants, or employees of defendants and their acts as set forth herein caused the injuries and damages suffered by plaintiff.

38. Defendant, Planned Parenthood is vicariously liable for the acts, commissions, or omissions of the attending physicians, nursing staff and other support staff to be determined during discovery as fully as though the aforementioned physicians performed the acts or omissions themselves.

39. In the alternative, defendant, Planned Parenthood is responsible for the negligent acts or omissions of other attending personnel who are agents, employees, or servants of said defendants

40. As a result of the negligence of defendant, Planned Parenthood, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

42. The conduct of Planned Parenthood in inserting an IUD with known defects was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Planned Parenthood Keystone in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT III
PLAINTIFF VS DEFENDANT, PLANNED PARENTHOOD KEYSTONE
LACK OF INFORMED CONSENT

43. Paragraphs 1 through 33 are incorporated herein by reference as though fully set forth

44. Defendant, Planned Parenthood, did not explain the material risks and alternatives associated with the procedures and especially the known issues with the MIRENA® IUD.

45. The original procedures and follow-up care involved undisclosed risk of harm which occurred therefrom which a reasonable patient would have considered in determining whether to undergo or reject the procedure, the manner in which the procedure was done, the type of procedure, medications and the aftercare.

46. Defendant, Planned Parenthood's conduct constitutes battery.

47. As a result of the lack of informed consent by defendant, Planned Parenthood, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

48. The conduct of Planned Parenthood in inserting an IUD with known defects without securing informed consent was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Planned Parenthood Keystone in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT IV
PLAINTIFF VS DEFENDANT, BAYER HEALTHCARE PHARMACEUTICALS. INC
STRICT LIABILITY

49. Plaintiff incorporates paragraphs 1 through 48 of the Complaint as if set out here in full.

50. At all times relevant, Bayer designed, researched, manufactured, tested, advertised, promoted, marketed, sold, distributed the MIRENA® IUD as hereinabove described that was used by the Plaintiff.

51. At those times, MIRENA® was expected to and did reach the usual consumers, handlers, and persons coming into contact with said product without substantial change in the condition in which it was produced, manufactured, sold, distributed, and marketed by Bayer.

52. At all times relevant, MIRENA® was in an unsafe, defective, and inherently dangerous condition, which was dangerous to users, and in particular, the Plaintiff herein.

53. The MIRENA® IUD is defective in its design or formulation in that it is not reasonably fit, suitable, or safe for its intended purpose and/or its foreseeable risks exceed the benefits associated with its design and formulation.

54. The MIRENA® 20 mcg/24 hour IUD was manufactured and sold by defendant, Bayer, was defective and unreasonably dangerous to foreseeable users and consumers, including plaintiff, in one or more of the following ways:

a. The IUD was defectively designed so as to create a risk of serious as a result of its proclivity to shift and be improperly installed;

b. The IUD was defectively manufactured;

c. The IUD was defective and unreasonably dangerous in the absence of adequate warnings;

d. Bayer failed to adequately test the IUD;

e. Bayer failed to provide timely and adequate post-marketing warnings and instructions after they knew of the risk of injury from the IUD

f. The IUD was dangerous beyond the reasonable contemplation of plaintiff, a reasonable consumer;

g. The IUD was defective as the probability and seriousness of

harm caused by the likelihood of shifting:

h. The IUD was defective in design and formulation, making its use more dangerous than an ordinary consumer would expect, and more dangerous than other risks associated with the other contraceptive devices, medications and similar drugs on the market for the prevention of pregnancy;

i. The IUD's design defects existed before it left the control of the Defendants;

55. At the time it was used for its intended purpose by plaintiff, the IUD was in the same or similar condition as when it left the possession of Bayer.

56. The IUD was not misused or materially altered.

57. The IUD was used in a way that was foreseeable to Bayer.

58. As a result of the strict liability of defendant, Bayer, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

59. The conduct of Bayer as set forth above was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Bayer Healthcare Pharmaceuticals, Inc.. in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT V
PLAINTIFF VS DEFENDANT, BAYER HEALTHCARE PHARMACEUTICALS. INC
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

60. Plaintiff incorporates paragraphs 1 through 59 of the Complaint as if set out here in full.

61. Defendant, Bayer, warranted that the IUD was merchantable and fit for the

ordinary purposes for which it was intended.

62. Members of the public, including plaintiff, were intended third party beneficiaries of the warranty.

63. The IUD was not merchantable and fit for its ordinary purpose, because it was subject to slippage and being improperly inserted in the intended users so that it would no longer be usable for the purposes for which it was sold and could cause injury to intended users of the product.

64. Plaintiff reasonably relied on Bayer's implied representations that the IUD was merchantable and fit for the ordinary purposes for which it was intended.

65. As a result of the breach of the implied warranty of merchantability of defendant, Bayer, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

66. The conduct of Bayer as set forth above was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Bayer Healthcare Pharmaceuticals, Inc.. in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT VI
PLAINTIFF VS DEFENDANT, BAYER HEALTHCARE PHARMACEUTICALS. INC BREACH OF IMPLIED WARRANTY OF FITNESS FOR THE PURPOSE

67. Plaintiff incorporates paragraphs 1 through 66 of the Complaint as if set her

68. Bayer sold the IUD with an implied warranty that they were fit for the particular purpose of safely providing contraceptive protection which was of particular appeal to plaintiff.

69. Members of the public, including plaintiff, were intended third party beneficiaries of the warranty.

70. The IUD was not fit for the particular purpose because it was subject to slippage and being improperly inserted in the intended users so that it would no longer be usable for the purposes for which it was sold and could cause injury to intended users of the product.

71. Plaintiff reasonably relied on Bayer's implied representations through Planned Parenthood that the IUD was fit for the particular purpose for which it was sold

72 As a result of the breach of the implied warranty of fitness for a particular purpose of defendant, Bayer, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

73. The conduct of Bayer as set forth above was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Bayer Healthcare Pharmaceuticals, Inc.. in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT VII
PLAINTIFF VS DEFENDANT, BAYER HEALTHCARE PHARMACEUTICALS. INC NEGLIGENCE

74. Plaintiff incorporates paragraphs 1 through 73 of the Complaint as if set out here in full.

75. Bayer had a duty to exercise reasonable care in the manufacture, marketing, sale and distribution of the MIRENA® 20 mcg/24 hour IUD.

76. Bayer breached its duty in:

a. failing to use due care in designing the MIRENA® 20 mcg/24 hour IUD;

b. failing to use due care in manufacturing the MIRENA® 20 mcg/24 hour IUD;

c. failing to provide adequate warnings, training, or instructions with the MIRENA® 20 mcg/24 hour IUD;

d. failing to adequately test the MIRENA® 20 mcg/24 hour IUD; and

e. failing to provide timely and adequate post-marketing warnings and instructions after they knew of the risk of injury and side effects of the MIRENA® 20 mcg/24 hour IUD

f. failing to exercise ordinary care in the designing, researching, manufacturing, marketing, supplying, promoting, packaging, sale, testing, quality assurance, quality control, and/or distribution of the MIRENA® 20 mcg/24 hour IUD.

77. As a result of the negligence of defendant, Bayer, as hereinbefore set forth plaintiff suffered the injuries and damages as set forth in paragraphs 25 through 29 which are incorporated herein by reference.

78. The conduct of Bayer as set forth above was outrageous, willful and reckless disregarding the interests of plaintiff therefore providing for the award of punitive damages.

WHEREFORE, Plaintiff, Angelina Matos, demands compensatory and punitive damages against defendant, Bayer Healthcare Pharmaceuticals, Inc.. in a sum in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT VIII
PLAINTIFF VS DOE DESIGNEE(S) 1

79. Paragraphs 1 through 78 are incorporated herein by reference as though fully set forth.

80. The Doe Designee(s) 1 , is the fictitious name for the individual physicians, nurses or other staff at Planned Parenthood Keystone and Planned Parenthood Keystone Berks County and who participated in the advised, consent procedures, examination, procedure for inserting the intrauterine device (IUD) as well as aftercare for the facts set out in the Complaint.

81. The presently unidentified Doe Designee(s) 1 negligently failed to insert the MIRENA® 20 mcg/24 hour IUD and failed to secure informed consent as set forth herein.

82. The actual names of the individual or individuals are unknown to plaintiff after having conducted a reasonable search with due diligence including the continued refusal of defendant to provide the records covering the events described herein.

83. The Doe designation is fictitious until such time as the physicians, nurses and other staff are identified.

84. At such time as the identities of these fictitiously pleaded Defendants are ascertained, Plaintiff shall seek leave to amend this Complaint so as to substitute the actual identities of said individuals or firms. Plaintiff attributes each and every act of negligence and failure to secure informed consent as well as damages alleged, against the named Defendant hereto to those who are fictitiously pleaded as if they were more specifically set forth in their entirety.

WHEREFORE, Plaintiff demands damages from Doe Designee(s) 1 in an amount in excess of Fifty Thousand ($50,000.00) Dollars.

COUNT IX
PLAINTIFF VS DOE DESIGNEE(S) 2

85. Paragraphs 1 through 84 are incorporated herein by reference as though fully set forth.

86. The Doe Designee(s) 2 , is the fictitious name for those entities and individuals involved in the manufacture and distribution of the MIRENA® 20 mcg/24 hour IUD manufactured by defendant, Bayer Healthcare Pharmaceuticals, Inc. as per the when the facts set out in the Complaint.

87. The presently unidentified Doe Designee(s) 1 manufacture, sell or distribute the MIRENA® 20 mcg/24 hour IUD resulting in the liability described in detail above.

88. The actual names of the individual or individuals are unknown to plaintiff after having conducted a reasonable search with due diligence including the continued refusal of defendant to provide the records covering the events described herein.

89. The Doe designation is fictitious until such time as the physicians, nurses and other staff are identified.

90. At such time as the identities of these fictitiously pleaded Defendants are ascertained, Plaintiff shall seek leave to amend this Complaint so as to substitute the actual identities of said individuals or firms. Plaintiff attributes each and every act of negligence, strict liability, breach of implied warranty of merchantability and implied warranty of fitness for the particular purpose against the named Defendant hereto to those who are fictitiously pleaded as if they were more specifically set forth in their entirety.

WHEREFORE, Plaintiff demands damages from Doe Designee(s) 2 in an amount in excess of Fifty Thousand ($50,000.00) Dollars.

THE RADMORE FIRM, LLC

\s\James R. Radmore
JAMES R. RADMORE, ESQUIRE
Attorney for Plaintiffs

VERIFICATION

JAMES R. RADMORE, ESQUIRE, hereby states that he is the attorney for the Plaintiff(s) in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. 4940 relating to unsworn falsification to authorities.

/s/James R. Radmore
JAMES R. RADMORE, ESQUIRE