

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF GENESEE

AMY RYGWELSKI,

Plaintiff,

v.

LAURA CASTLEMAN, M.D.,
M. RODRIGUEZ, H.C.A.,
HAROLETTA M. LILLY, W.H.N.P.-B.C.,
D. DURBROW, H.C.S.,
S. BOSTON, H.C.M.,
M. KINT, N.P. and
PLANNED PARENTHOOD MID AND SOUTH
MICHIGAN, jointly and severally;

Defendants.

Case No: 2017-1087A -NM
Hon. GEOFFREY L. NETHERCUT
P-25465

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GENESEE COUNTY CLERK
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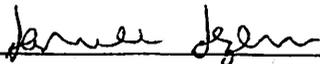
FILED

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Genesee County Clerk

GEOFFREY N. FIEGER (P30441)
DANIELLE L. DEZBOR (P79488)
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& HARRINGTON, P.C.
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PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.


Danielle L. Dezbor (P79488).

NOW COMES Plaintiff, AMY RYGWELSKI, by and through her attorneys, FIEGER, FIEGER, KENNEY, & HARRINGTON, P.C., and hereby states the following as her complaint against the above-named Defendants:

COMMON ALLEGATIONS

1. Plaintiff, AMY RYGWELSKI, is a resident of the City of Holly, Oakland County, Michigan.
2. Defendant, LAURA CASTLEMAN, M.D., is a medical doctor practicing in the field of Obstetrics and Gynecology, who at all material times practiced in Genesee County.
3. Defendant, LAURA CASTLEMAN, M.D., was at all material times an agent, employee or representative of PLANNED PARENTHOOD MID AND SOUTH MICHIGAN (Hereafter "PLANNED PARENTHOOD").
4. Defendant, M. RODRIGUEZ, H.C.A., is a health care administrator, who at all material times practiced in Genesee County.
5. Defendant, M. RODRIGUEZ, H.C.A., was at all material times an agent, employee or representative of PLANNED PARENTHOOD.
6. Defendant, HAROLETTA M. LILLY, W.H.N.P.-B.C., is a board certified women's health nurse-practitioner, who at all material times practiced in Genesee County.
7. Defendant, HAROLETTA M. LILLY, W.H.N.P.-B.C., was at all material times an agent, employee or representative of PLANNED PARENTHOOD.
8. Defendant, D. DURBROW, H.C.S., is certified in health care services and at all material times practiced in Genesee County.
9. Defendant, D. DURBROW, H.C.S., was at all material times an agent, employee or representative of PLANNED PARENTHOOD.
10. Defendant, S. BOSTON, H.C.M., is certified in health care management and at all material times practiced in Genesee County.
11. Defendant, S. BOSTON, H.C.M., was at all material times an agent, employee or

representative of PLANNED PARENTHOOD.

12. Defendant, M. KINT, N.P., is a nurse practitioner and at all material times practiced in Genesee County.

13. Defendant, M. KINT, N.P., was at all material times an agent, employee or representative of PLANNED PARENTHOOD.

14. Defendant, PLANNED PARENTHOOD, is a health facility, organization, and / or freestanding surgical outpatient facility that does business in Genesee County that at all material times offered medical services to patients such as plaintiff.

15. Defendant, PLANNED PARENTHOOD, employed medical providers including but not limited to: LAURA CASTLEMAN, M.D., M. RODRIGUEZ, H.C.A., HAROLETTA M. LILLY, W.H.N.P.-B.C., D. DURBROW, H.C.S., S. BOSTON, H.C.M., and M. KINT, N.P. at their facility in the City of Burton, Genesee County, to provide medical services to patients such as Plaintiff and are liable for their errors and omissions.

16. Defendants, LAURA CASTLEMAN, M.D., M. RODRIGUEZ, H.C.A., HAROLETTA M. LILLY, W.H.N.P.-B.C., D. DURBROW, H.C.S., S. BOSTON, H.C.M., and M. KINT, N.P., were at all material times acting as agents, employees, or representatives of Defendant, PLANNED PARENTHOOD.

17. Defendant, PLANNED PARENTHOOD, is vicariously liable for the errors and omissions of Defendants, LAURA CASTLEMAN, M.D., M. RODRIGUEZ, H.C.A., HAROLETTA M. LILLY, W.H.N.P.-B.C., D. DURBROW, H.C.S., S. BOSTON, H.C.M., and M. KINT, N.P. All defendants are jointly and severally liable for the actions, inactions, errors, omissions, and professional negligence or malpractice of the others.

18. Defendant, PLANNED PARENTHOOD, holds itself out to the public in general

and to Plaintiff in particular, as being a safe place for business, an institution for healing that employed agents, servants and / or independent contractors and / or employees who would perform necessary and proper medical, radiologic, and surgical care in accordance with the applicable standard of care.

19. Defendant, PLANNED PARENTHOOD, is responsible for the operation of its health facilities, selection of its medical and nursing staff and the quality of care rendered at their institutions pursuant to the provisions of MCL 333.20104 and MCL 333.21513.

20. Defendant, PLANNED PARENTHOOD, is responsible for the negligence and / or professional negligence of its agents, servants, independent contractors and employees pursuant to the doctrine of *respondeat superior*.

21. At all times relevant hereto, Defendant, PLANNED PARENTHOOD, did provide medical personnel, who rendered treatment to Plaintiff, AMY RYGWELSKI, and that such persons were the actual, apparent and / or ostensible agents, servants and / or employees of PLANNED PARENTHOOD and that they are liable for the negligence of these parties pursuant to the doctrine of *Respondeat Superior*.

22. Venue is proper in Genesee County.

23. The amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00).

24. Plaintiff's Affidavit of Meritorious Claim of Michael S. Cardwell, M.D., is attached as **Exhibit 1**.

25. Plaintiff's Affidavit of Meritorious Claim of Jennifer Johnson, MSN, APRN, AFN-BC, CFN, SANE-A, SANE-P, is attached as **Exhibit 2**.

FACTUAL ALLEGATIONS

26. Plaintiff re-alleges and incorporates all prior allegations herein.

27. On September 25, 2014, Plaintiff, AMY RYGWELSKI, was admitted to PLANNED PARENTHOOD seeking confirmation of pregnancy and also because she was experiencing vaginal discharge and odor. Her pregnancy was confirmed but an ultrasound was not performed in order to assess viability and gestational age.

28. On October 1, 2014, Plaintiff, AMY RYGEWLSKI, returned to PLANNED PARENTHOOD. A biopsy of her cervical tissue was performed and her specimen was sent to Quest Diagnostics for testing.

29. On October 3, 2014, the lab results indicated that the cervical tissue was a product of conception. The tissue was actually an endocervical polyp. Defendant, M. RODRIGUEZ, H.C.A., working under the medical license of Defendant, LAURA CASTLEMAN, M.D., misdiagnosed Plaintiff's signs and symptoms as inevitable abortion. Defendant, M. RODRIGUEZ, H.C.A., wrongfully prescribed misoprostol and failed to perform an ultrasound to assess viability and gestational age of the fetus.

30. Plaintiff, AMY RYGWELSKI, did not pass any tissue after the first course of misoprostol.

31. On October 3, 2014, Plaintiff, AMY RYGWELSKI, was given a second course of misoprostol. No tissue was passed after the second course of misoprostol.

32. On October 7, 2014, Plaintiff, AMY RYGWELSKI, saw her primary doctor, Mona Hardas, M.D. After performing a physical examination, Dr. Hardas discovered polypoidal tissue in her cervix that was consistent with an endocervical polyp. An ultrasound examination was performed at Dr. Hardas' office and it revealed a viable intrauterine pregnancy at 7 weeks and 2 days with an expected date of conception on May 19, 2015.

33. On October 10, 2014, Defendant, M. KINT, N.P., working under the medical

license of Defendant, LAURA CASTLEMAN, M.D., advised Plaintiff, AMY RYGWELSKI, that she should have a therapeutic abortion due to teratogenic effects of misoprostol.

34. On October 20, 2014, Plaintiff, AMY RYGWELSKI, had an abortion performed by a third party.

35. Agents of PLANNED PARENTHOOD misdiagnosed Plaintiff, AMY RYGWELSKI, with an inevitable abortion. Agents of PLANNED PARENTHOOD should have performed an ultrasound to determine the status of the pregnancy and should not have prescribed misoprostol to a patient who desired to continue her pregnancy. As a result, Plaintiff's pregnancy was wrongfully terminated.

WHEREFORE, Plaintiff requests that this Honorable Court enter a Judgment in her favor and against Defendants in an amount she is found to be entitled in excess of Twenty Five Thousand (\$25,000) Dollars, plus interest, costs and attorneys fees.

COUNT I - LIABILITY OF PLANNED PARENTHOOD

36. Plaintiff hereby re-alleges and restates each and every allegation contained in the preceding paragraphs as if fully stated herein.

37. Defendant, PLANNED PARENTHOOD, and its agents owed Plaintiff a duty to employ reasonably competent physicians and medical personnel to timely and accurately consult Plaintiff, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, refrain from performing a medically unnecessary and unwanted abortion, perform an ultrasound to assess viability and gestational age, refrain from prescribing medications until an ultrasound was performed, properly diagnose and treat an endocervical polyp, and fully inform the patient with accurate information.

38. Defendant, PLANNED PARENTHOOD, owed plaintiff a duty to provide

continuity of care.

39. Defendant, PLANNED PARENTHOOD, breached its duties by failing to employ reasonably competent physicians and medical personnel.

40. Proper medical care was not provided by Defendant, PLANNED PARENTHOOD, and its physicians and medical personnel who failed to perform an ultrasound to assess viability and gestational age of Plaintiff's unborn child.

41. The standard of care is that of a reasonably prudent OB/GYN who is board certified exercising due care and caution.

42. The standard of care of the reasonably prudent OB/GYN who is board certified is to do what the board certified OB/GYN of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing what the board certified OB/GYN of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

43. The duties of the board certified OB/GYN and those agents of PLANNED PARENTHOOD working under her medical license, acting as agents, employees, or representatives of Defendant, PLANNED PARENTHOOD, include but are not limited to the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Oversee agents of Planned Parenthood who were working under her medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

- e. Properly diagnose and treat an endocervical polyp; and
- f. Fully inform the patient with accurate information.

44. Defendant, PLANNED PARENTHOOD, is vicariously liable for the professional negligence or malpractice of its agents, employees and representatives.

45. The board certified OB/GYN and those agents of PLANNED PARENTHOOD working under her medical license, acting as agents, employees, or representatives of Defendant, PLANNED PARENTHOOD, breached the standard of care and were professionally negligent (committed malpractice) by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Oversee agents of Planned Parenthood who were working under her medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;
- e. Properly diagnose and treat an endocervical polyp; and
- f. Fully inform the patient with accurate information.

46. As a direct and proximate result of the professional negligence or malpractice of the board certified OB/GYN and those agents of PLANNED PARENTHOOD working under her medical license, acting as agents, employees, or representatives of Defendant, PLANNED PARENTHOOD, Plaintiff suffered the following injuries and damages:

- a. Wrongful termination of pregnancy;
- b. Wrongful death of unborn child;

- c. Introduction of unwanted chemicals into her body;
- d. Costs of unnecessary abortion;
- e. Costs of subsequent medical treatment;
- f. Lost wages;
- g. Loss of unborn child's earning capacity;
- h. Costs of medical and psychological treatment related to the loss of a child;
- i. Mental anguish and grief resulting from unnecessary loss of a wanted child;
- j. Loss of the child's companionship and affection;
- k. Embarrassment, humiliation, and mortification;
- l. Non-economic damages in the form of pain and suffering;
- m. Emotional distress;
- n. Fright and shock;
- o. Economic loss in the form of medical expenses;
- p. Loss of enjoyment; and,
- q. Any other damages allowed by law.

WHEREFORE, Plaintiff requests that this Honorable Court enter a Judgment in her favor and against Defendants in an amount she is found to be entitled to in excess of Twenty Five Thousand (\$25,000) Dollars, plus interest, costs and attorneys fees.

COUNT II -
PROFESSIONAL NEGLIGENCE OF LAURA CASTLEMAN, M.D., M. RODRIGUEZ,
HAROLETTA M. LILLY, D. DURBROW, S. BOSTON, and M. KINT

47. Plaintiff hereby re-alleges and restates each and every allegation contained in the preceding paragraphs as if fully stated herein.

48. Defendant, LAURA CASTLEMAN, M.D., is a board certified OB/GYN.

49. Defendant, LAURA CASTLEMAN, M.D., was at all material times an agent, employee, or representative of Defendant, PLANNED PARENTHOOD.

50. Defendant, LAURA CASTLEMAN, M.D., owed a duty to Plaintiff to treat her within the standard of care for a board certified OB/GYN.

51. The standard of care is that of a reasonably prudent board certified OB/GYN exercising due care and caution.

52. The standard of care of the reasonably prudent board certified OB/GYN is to do what the board certified OB/GYN of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing what the board certified OB/GYN of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

53. The standard of care of the reasonably prudent board certified OB/GYN required Defendant, LAURA CASTLEMAN, M.D., to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Oversee agents of Planned Parenthood who were working under her medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;
- e. Properly diagnose and treat an endocervical polyp; and
- f. Fully inform the patient with accurate information.

54. Defendant, LAURA CASTLEMAN, M.D. breached the standard of care,

committed malpractice and was professionally negligent by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Oversee agents of Planned Parenthood who were working under her medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;
- e. Properly diagnose and treat an endocervical polyp; and
- f. Fully inform the patient with accurate information.

55. Defendant, LAURA CASTLEMAN, M.D. breached the standard of care, committed malpractice and was professionally negligent by diagnosing Plaintiff with inevitable abortion.

56. Defendant, M. RODRIGUEZ, is a health care administrator.

57. Defendant, M. RODRIGUEZ, was at all material times an agent, employee, or representative of Defendant, PLANNED PARENTHOOD.

58. Defendant, M. RODRIGUEZ, owed a duty to Plaintiff to treat her within the standard of care for a reasonably prudent health care administrator exercising due care and caution.

59. The standard of care is that of a reasonably prudent health care administrator exercising due care and caution.

60. The standard of care of the reasonably prudent health care administrator is to do what the health care administrator of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing

what the health care administrator of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

61. The standard of care of the reasonably prudent health care administrator required Defendant, M. RODRIGUEZ, to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

62. Defendant, M. RODRIGUEZ, breached the standard of care, committed malpractice and was professionally negligent by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

63. Defendant, M. RODRIGUEZ, while working under the medical license of Defendant, LAURA CASTLEMAN, M.D., breached the standard of care, committed malpractice and was professionally negligent by diagnosing Plaintiff with inevitable abortion.

64. Defendant, HAROLETTA M. LILLY, is a board certified women's health nurse

practitioner.

65. Defendant, HAROLETTA M. LILLY, was at all material times an agent, employee, or representative of Defendant, PLANNED PARENTHOOD.

66. Defendant, HAROLETTA M. LILLY, owed a duty to Plaintiff to treat her within the standard of care for a board certified women's health nurse practitioner.

67. The standard of care is that of a reasonably prudent board certified women's health nurse practitioner exercising due care and caution.

68. The standard of care of the reasonably prudent board certified women's health nurse practitioner is to do what the board certified women's health nurse practitioner of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing what the board certified women's health nurse practitioner of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

69. The standard of care of the reasonably prudent board certified women's health nurse practitioner required Defendant, HAROLETTA M. LILLY, to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

70. Defendant, HAROLETTA M. LILLY, breached the standard of care, committed malpractice and was professionally negligent by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

71. Defendant, HAROLETTA M. LILLY, while working under the medical license of Defendant, LAURA CASTLEMAN, M.D., breached the standard of care, committed malpractice and was professionally negligent by diagnosing Plaintiff with inevitable abortion.

72. Defendant, D. DURBROW, is certified in health care services.

73. Defendant, D. DURBROW, was at all material times an agent, employee, or representative of Defendant, PLANNED PARENTHOOD.

74. Defendant, D. DURBROW, owed a duty to Plaintiff to treat her within the standard of care for a person certified in health care services.

75. The standard of care is that of a reasonably prudent person certified in health care services exercising due care and caution.

76. The standard of care of the reasonably prudent person certified in health care services is to do what the certified health care services person of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing what the certified health care services person of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

77. The standard of care of the reasonably prudent person certified in health care

services required Defendant, D. DURBROW, to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

78. Defendant, D. DURBROW, breached the standard of care, committed malpractice and was professionally negligent by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

79. Defendant, D. DURBROW, while working under the medical license of Defendant, LAURA CASTLEMAN, M.D., breached the standard of care, committed malpractice and was professionally negligent by diagnosing Plaintiff with inevitable abortion.

80. Defendant, S. BOSTON, is certified in health care management.

81. Defendant, S. BOSTON, was at all material times an agent, employee, or representative of Defendant, PLANNED PARENTHOOD.

82. Defendant, S. BOSTON, owed a duty to Plaintiff to treat her within the standard

of care for a person certified in health care management.

83. The standard of care is that of a reasonably prudent person certified in health care management exercising due care and caution.

84. The standard of care of the reasonably prudent person certified in health care management is to do what a person certified in health care management of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing what the person certified in health care management of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

85. The standard of care of the reasonably prudent person certified in health care management required Defendant, S. BOSTON, to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

86. Defendant, S. BOSTON, breached the standard of care, committed malpractice and was professionally negligent by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;

- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

87. Defendant, S. BOSTON, while working under the medical license of Defendant, LAURA CASTLEMAN, M.D., breached the standard of care, committed malpractice and was professionally negligent by diagnosing Plaintiff with inevitable abortion.

88. Defendant, M. KINT, is a nurse practitioner.

89. Defendant, M. KINT, was at all material times an agent, employee, or representative of Defendant, PLANNED PARENTHOOD.

90. Defendant, M. KINT, owed a duty to Plaintiff to treat her within the standard of care for a nurse practitioner.

91. The standard of care is that of a reasonably prudent nurse practitioner exercising due care and caution.

92. The standard of care of the reasonably prudent nurse practitioner is to do what the nurse practitioner of ordinary learning, experience, and training would do under the same or similar circumstances with which he or she was presented and to refrain from doing what the nurse practitioner of ordinary learning, experience, and training would not do under the same or similar circumstances with which he or she was presented.

93. The standard of care of the reasonably prudent nurse practitioner required Defendant, M. KINT, to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;

- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

94. Defendant, M. KINT, breached the standard of care, committed malpractice and was professionally negligent by failing to do the following:

- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

95. Defendant, M. KINT, while working under the medical license of Defendant, LAURA CASTLEMAN, M.D., breached the standard of care, committed malpractice and was professionally negligent by diagnosing Plaintiff with inevitable abortion.

96. Defendant, PLANNED PARENTHOOD, is vicariously liable for the professional negligence or malpractice of its agents, employees and representatives, including but not limited to, LAURA CASTLEMAN, M.D., M. RODRIGUEZ, HAROLETTA M. LILLY, D. DURBROW, S. BOSTON, and M. KINT.

97. As a direct and proximate result of the professional negligence or malpractice of Defendants LAURA CASTLEMAN, M.D., M. RODRIGUEZ, HAROLETTA M. LILLY, D. DURBROW, S. BOSTON, and M. KINT, Plaintiff suffered the following injuries and damages:

- a. Wrongful termination of pregnancy;

- b. Wrongful death of unborn child;
- c. Introduction of unwanted chemicals into her body;
- d. Costs of unnecessary abortion;
- e. Costs of subsequent medical treatment;
- f. Lost wages;
- g. Loss of unborn child's earning capacity;
- h. Costs of medical and psychological treatment related to the loss of a child;
- i. Mental anguish and grief resulting from unnecessary loss of a wanted child;
- j. Loss of the child's companionship and affection;
- k. Embarrassment, humiliation, and mortification;
- l. Non-economic damages in the form of pain and suffering;
- m. Emotional distress;
- n. Fright and shock;
- o. Economic loss in the form of medical expenses;
- p. Loss of enjoyment; and,
- q. Any other damages allowed by law.

WHEREFORE, Plaintiff requests that this Honorable Court enter a Judgment in her favor and against Defendants in an amount she is found to be entitled to in excess of Twenty Five Thousand (\$25,000) Dollars, plus interest, costs and attorneys fees.

COUNT III -
ORDINARY NEGLIGENCE

98. That Plaintiff incorporates by reference, as though fully stated herein, all of the allegations contained in the other counts of this Complaint.

99. That it was then and there the duty of Defendant PLANNED PARENTHOOD's agents, employees, and/or ostensible agents, the unlicensed nursing assistants and caregivers, including but not limited to, Defendants M. RODRIGUEZ, D. DURBROW, and S. BOSTON, to use due care and caution in providing medical treatment to Plaintiff.

100. That Defendant PLANNED PARENTHOOD's agents, employees, and/or ostensible agents including, but not limited to, the unlicensed nursing assistants and caregivers breached this duty by failing to do the following:

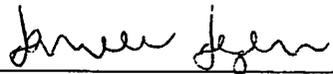
- a. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;
- b. Perform an ultrasound to assess viability and gestational age;
- c. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;
- d. Properly diagnose and treat an endocervical polyp; and
- e. Fully inform the patient with accurate information.

101. That as a direct and proximate result of the negligence of Defendant PLANNED PARENTHOOD's nursing staff, including but not limited to, unlicensed nurse's aides and caregivers, Plaintiff suffered the wrongful termination of her pregnancy; wrongful death of her unborn child; introduction of unwanted chemicals into her body; costs of unnecessary abortion; costs of subsequent medical treatment; lost wages; loss of unborn child's earning capacity; costs of medical and psychological treatment related to the loss of a child; mental anguish and grief resulting from unnecessary loss of a wanted child; loss of the child's companionship and affection; embarrassment, humiliation and mortification; non-economic damages in the form of pain and suffering; emotional distress; fright and shock; economic loss in the form of medical expenses; loss of enjoyment; and any other damages allowed by law.

WHEREFORE, Plaintiff requests that this Honorable Court enter a Judgment in her favor and against Defendants in an amount she is found to be entitled to in excess of Twenty Five Thousand (\$25,000) Dollars, plus interest, costs and attorneys fees.

Respectfully Submitted,

**FIEGER, FIEGER, KENNEY
& HARRINGTON, P.C.**

By: 
GEOFFREY N. FIEGER (P30441)
DANIELLE L. DEZBOR (P79488)
Attorneys for Plaintiff
19390 West Ten Mile Road
Southfield, MI 48075
248.355.5555
d.dezbor@fiegerlaw.com

Date: March 17, 2017

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF GENESEE

AMY RYGWELSKI,

Plaintiff,

Case No: 2017- -NM
Hon.

v.

LAURA CASTLEMAN, M.D.,
M. RODRIGUEZ, H.C.A.,
HAROLETTA M. LILLY, W.H.N.P.-B.C.,
D. DURBROW, H.C.S.,
S. BOSTON, H.C.M.,
M. KINT, N.P. and
PLANNED PARENTHOOD MID AND SOUTH
MICHIGAN, jointly and severally;

Defendants.

GEOFFREY N. FIEGER (P30441)
DANIELLE L. DEZBOR (P79488)
FIEGER, FIEGER, KENNEY
& HARRINGTON, P.C.
Attorneys for Plaintiff
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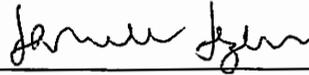
JURY DEMAND

NOW COMES the Plaintiff, AMY RYGWELSKI, by and through her attorneys, Fieger, Fieger, Kenney & Harrington, P.C. and hereby demands a Trial by Jury.

Respectfully Submitted,

**FIEGER, FIEGER, KENNEY
& HARRINGTON, P.C.**

By:



GEOFFREY N. FIEGER (P30441)

DANIELLE L. DEZBOR (P79488)

Attorneys for Plaintiff

19390 West Ten Mile Road

Southfield, MI 48075

248.355.5555

d.dezbor@fiegerlaw.com

6. The standard of care applicable in this matter is that of a reasonably prudent OB/GYN who is board certified exercising due care and caution.

7. It is my professional opinion that Laura Castleman, M.D., while acting as an agent, employee, or representative of Planned Parenthood breached the standard of care of a board certified OB/GYN in this matter.

8. The factual basis for my opinion is the following:

9. Amy Rygwelski was admitted to Planned Parenthood on September 25, 2014 seeking confirmation of pregnancy. She thought she might be pregnant and was also experiencing vaginal discharge;

10. On her second visit to Planned Parenthood on October 1, 2014, a biopsy of her cervical tissue was performed and her specimen was sent to Quest Diagnostics for testing. On October 3, 2014, the lab results indicated that the cervical tissue was a product of conception. The tissue was actually an endocervical polyp;

11. M. Rodriguez, H.C.A., working under the direction and guidance of Laura Castleman, M.D., misdiagnosed Ms. Rygwelski's signs and symptoms as inevitable abortion;

12. M. Rodriguez, H.C.A., wrongfully prescribed misoprostol and failed to perform an ultrasound to assess viability and gestational age of the fetus;

13. Ms. Rygwelski did not pass any tissue after the first course of misoprostol. On October 3, 2014, she was given another course of misoprostol. No tissue was passed after the second course of misoprostol;

14. Ms. Rygwelski saw her primary doctor, Mona Hardas, M.D., on October 7, 2014. After performing a physical examination, Dr. Hardas discovered polypoidal tissue in her cervix that was consistent with an endocervical polyp. An ultrasound examination was performed and revealed a viable intrauterine pregnancy at 7 weeks and 2 days with an expected date of conception on May 19, 2015;

15. On October 10, 2014, M. Kint, N.P., under the direction and guidance of Laura Castleman, M.D., advised Ms. Rygwelski that she should have a therapeutic abortion due to teratogenetic effects of misoprostol;

16. On October 20, 2014, Ms. Rygwelski had an abortion performed by a third party;

17. I have reviewed the medical records and lab results and in my professional opinion, the lab results indicate an endocervical polyp and not products of conception;

18. In my opinion, based upon my review of the imaging and the pertinent records, agents of Planned Parenthood misdiagnosed Ms. Rygwelski with an inevitable abortion. Agents of Planned Parenthood should have performed an ultrasound on October 1, 2014 to determine the status of the pregnancy and should not have prescribed misoprostol to a patient who desired to continue her pregnancy. As a result, her pregnancy was wrongfully terminated.

19. That based upon the information that I have reviewed in this case and from my knowledge, training and experience, I believe that in order to comply with the requisite standard of care, Dr. Castleman and other agents of Planned Parenthood who were working

under her medical license, including but not limited to, M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint, should have done all of the following:

20. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;

21. Perform an ultrasound to assess viability and gestational age;

22. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;

23. Oversee agents of Planned Parenthood who were working under Dr. Castleman's medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

24. Properly diagnose and treat an endocervical polyp; and

25. Fully inform the patient with accurate information.

26. The standard of practice was breached by Dr. Castleman and other agents of Planned Parenthood working under her medical license in the following manners:

27. Failing to timely consult Ms. Rygwelski, to perform a complete physical evaluation, to timely order required diagnostic studies, and to review all diagnostic studies;

28. Failing to perform an ultrasound to assess viability and gestational age;

29. Failing to refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;

30. Failing to properly oversee agents of Planned Parenthood who were working under her license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

31. Failing to properly inform the patient with accurate information and / or failing to insure true and accurate information was provided to the patient; and,

32. Performing or causing to be performed a medically unnecessary and unwanted abortion.

33. In my opinion, the Defendants failed to follow the applicable standards of care outlined above in their care and treatment of Amy Rygwelski;

34. The actions that should have been taken to achieve compliance with the standard of practice or care are those set forth below:

35. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;

36. Perform an ultrasound to assess viability and gestational age;

37. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;

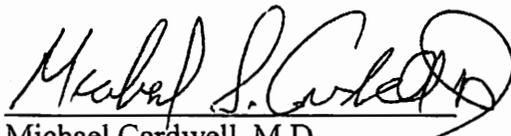
38. Oversee agents of Planned Parenthood who were working under Dr. Castleman's medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

39. Properly diagnose and treat an endocervical polyp; and

40. Fully inform the patient with accurate information.

41. The manners in which the breaches were the proximate cause of Amy Rygwelski's injuries are as follows:

42. The misconduct of Dr. Castleman and other agents of Planned Parenthood who were working under her medical license resulted in the wrongful termination of Ms. Rygwelski's pregnancy and wrongful death of her unborn child.


Michael Cardwell, M.D.

JURAT STATEMENT

State of Ohio

County of Summit

On this 28th day of FEBRUARY, 2017, before me personally appeared Michael Cardwell, M.D., who provided satisfactory evidence of his identification, and who swore or affirmed the foregoing document before me.


Official Signature of Notary

HEATHER A. DAVIS, Notary Public

Summit, County, Ohio
My commission expires: MARCH 06 2018

Heather A. Davis
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires March 6, 2018

6. The standards of care applicable in this matter are that of a reasonably prudent nurse practitioner who is board certified exercising due care and caution and that of a reasonably prudent nurse practitioner exercising due care and caution.

7. It is my professional opinion that Haroletta Lilly and M. Kint, while acting as agents, employees, or representatives of Planned Parenthood breached the standards of care of a board certified nurse practitioner and a nurse practitioner, respectively, in this matter.

8. The factual basis for my opinion is the following:

9. Amy Rygwelski was admitted to Planned Parenthood on September 25, 2014 seeking confirmation of pregnancy. She thought she might be pregnant and was also experiencing vaginal discharge:

10. On her second visit to Planned Parenthood on October 1, 2014, a biopsy of her cervical tissue was performed and her specimen was sent to Quest Diagnostics for testing. On October 3, 2014, the lab results indicated that the cervical tissue was a product of conception. The tissue was actually an endocervical polyp;

11. M. Rodriguez, H.C.A., working under the direction and guidance of Laura Castleman, M.D., misdiagnosed Ms. Rygwelski's signs and symptoms as inevitable abortion;

12. M. Rodriguez, H.C.A., wrongfully prescribed misoprostol and failed to perform an ultrasound to assess viability and gestational age of the fetus;

13. Ms. Rygwelski did not pass any tissue after the first course of misoprostol. On October 3, 2014, she was given another course of misoprostol. No tissue was passed after the second course of misoprostol;

14. Ms. Rygwelski saw her primary doctor, Mona Hardas, M.D., on October 7, 2014. After performing a physical examination, Dr. Hardas discovered polypoidal tissue in her cervix that was consistent with an endocervical polyp. An ultrasound examination was performed and revealed a viable intrauterine pregnancy at 7 weeks and 2 days with an expected date of conception on May 19, 2015;

15. On October 10, 2014, M. Kint, N.P., under the direction and guidance of Laura Castleman, M.D., advised Ms. Rygwelski that she should have a therapeutic abortion due to teratogenic effects of misoprostol:

16. On October 20, 2014, Ms. Rygwelski had an abortion performed by a third party;

17. I have reviewed the medical records and lab results and in my professional opinion, the lab results indicate an endocervical polyp and not products of conception;

18. In my opinion, based upon my review of the imaging and the pertinent records, agents of Planned Parenthood misdiagnosed Ms. Rygwelski with an inevitable abortion. Agents of Planned Parenthood should have performed an ultrasound on October 1, 2014 to determine the status of the pregnancy and should not have prescribed misoprostol to a patient who desired to continue her pregnancy. As a result, her pregnancy was wrongfully terminated.

19. That based upon the information that I have reviewed in this case and from my knowledge, training and experience, I believe that in order to comply with the requisite standard of care, Haroletta Lilly, M. Kint, and other agents of Planned Parenthood who were

working under Dr. Castleman's medical license, including but not limited to, M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint, should have done all of the following:

20. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion:

21. Perform an ultrasound to assess viability and gestational age;

22. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;

23. Dr. Castleman should have overseen agents of Planned Parenthood who were working under her medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

24. Properly diagnose and treat an endocervical polyp; and

25. Fully inform the patient with accurate information.

26. The standard of practice was breached by Haroletta Lilly, M. Kint, and other agents of Planned Parenthood working under Dr. Castleman's medical license in the following manners:

27. Failing to timely consult Ms. Rygwelski, to perform a complete physical evaluation, to timely order required diagnostic studies, and to review all diagnostic studies;

28. Failing to perform an ultrasound to assess viability and gestational age;

29. Failing to refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;

30. Failing to properly oversee agents of Planned Parenthood who were working under Dr. Castleman's medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

31. Failing to properly inform the patient with accurate information and / or failing to insure true and accurate information was provided to the patient; and,

32. Performing or causing to be performed a medically unnecessary and unwanted abortion.

33. In my opinion, the Defendants failed to follow the applicable standards of care outlined above in their care and treatment of Amy Rygwelski:

34. The actions that should have been taken to achieve compliance with the standard of practice or care are those set forth below:

35. Timely consult Ms. Rygwelski, perform a physical evaluation, timely order required diagnostic studies, review all diagnostic studies, and refrain from performing a medically unnecessary and unwanted abortion;

36. Perform an ultrasound to assess viability and gestational age;

37. Refrain from prescribing medications, particularly misoprostol, until an ultrasound was performed;

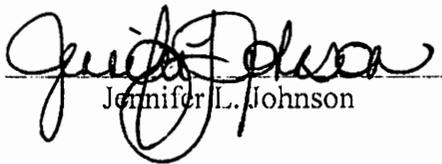
38. Oversee agents of Planned Parenthood who were working under Dr. Castleman's medical license, including but not limited to: M. Rodriguez, Haroletta Lilly, D. Durbrow, S. Boston, and M. Kint;

39. Properly diagnose and treat an endocervical polyp; and

40. Fully inform the patient with accurate information.

41. The manners in which the breaches were the proximate cause of Amy Rygwelski's injuries are as follows:

42. The misconduct of Haroletta Lilly, M. Kint, and other agents of Planned Parenthood who were working under Dr. Castleman's medical license resulted in the wrongful termination of Ms. Rygwelski's pregnancy and wrongful death of her unborn child.

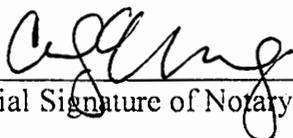

Jennifer L. Johnson

JURAT STATEMENT

State of Kansas

County of Johnson

On this 21st day of February, 2017, before me personally appeared Jennifer L. Johnson who provided satisfactory evidence of her identification, and who swore or affirmed the foregoing document before me.


Official Signature of Notary

Carley Massing, Notary Public

Johnson County, Kansas
My commission expires: 4/8/20

