

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
JASMINE CURTIS,

Plaintiff(s),

-against-

PLANNED PARENTHOOD FEDERATION OF
AMERICA, INC., PLANNED PARENTHOOD
HUDSON PECONIC, INC., PLANNED
PARENTHOOD HUNTINGTON MEDICAL
CENTER,

Index No.:

Date Purchased:

Plaintiff designates
NEW YORK County
as the place of trial **08100785**

The basis of venue is
Defendant's place of business

Summons

Defendant's primary place of business:

434 West 33rd Street
New York, New York 10001

Date Filed: _____

Defendant(s).

FILED

JAN 17 2008


To the above-named Defendant(s):

**JURY TRIAL DEMANDED NEW YORK
COUNTY CLERK'S OFFICE**

You Are Hereby Summoned to answer the complaint in this action and to serve a
copy of your answer, or, if the complaint is not served with this summons, to serve a notice of
appearance, on the Plaintiff's Attorney within twenty (20) days after service of this summons, exclusive
of the day of service (or within 30 days after the service is complete if this summons is not personally
delivered to you within the State of New York); and in case of your failure to appear or answer,
judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
January 17, 2008

Yours, etc.


By: Eric Gottfried, Esq.
LEFKOWICZ & GOTTFRIED, LLP
Attorneys for Plaintiff(s)
150 Broadway - Suite 1007
New York, New York 10038
(212) 766-5665
L&G File #: 07-02059

Defendant's Addresses:

Planned Parenthood Federation of America, Inc.

434 West 33rd Street
New York, New York 10001

Planned Parenthood Hudson Peconic, Inc.
4 Skyline Drive
Hawthorne, New York 10532

Planned Parenthood Huntington Medical Center
755 New York Avenue
Huntington, New York 11743

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
JASMINE CURTIS,

Plaintiff(s),

Index No.:

-against-

**VERIFIED
COMPLAINT**

PLANNED PARENTHOOD FEDERATION
OF AMERICA, INC., PLANNED PARENTHOOD
HUDSON PECONIC, INC., PLANNED
PARENTHOOD HUNTINGTON MEDICAL
CENTER,

FILED 08100785

JAN 17 2008
Defendant(s):

NEW YORK
COUNTY CLERK'S OFFICE

-----X
Plaintiff, by her attorneys, LEFKOWICZ AND GORDON LLP, as and for a Verified

Complaint herein, respectfully sets forth and alleges:

AS AND FOR A FIRST CAUSE OF ACTION:

1. That at all times herein mentioned, defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., was a domestic corporation duly existing under and by virtue of the laws of the State of New York.

2. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC, was a professional corporation doing business and/or practicing medicine and/or surgery in the State of New York.

3. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC, was a corporation doing business and/or practicing medicine and/or surgery in the State of New York pursuant to the laws of the State of New York.

4. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC, was doing business and/or practicing

medicine and/or surgery in the State of New York pursuant to the laws of the State of New York.

5. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., owned a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

6. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., operated a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

7. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., maintained a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

8. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., managed a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

9. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., controlled a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

10. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., held itself out as a medical practice and/or facility duly qualified and capable of rendering competent medical and surgical care, treatment and patient confidentiality to the general public, including this plaintiff.

11. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents and/or employees furnished and/or provided doctors, surgeons, nurses and other medical and surgical personnel, as well as secretarial and clerical staff, at said medical offices and/or facility to afford medical and

surgical care, treatment and patient confidentiality to the general public, including the plaintiff herein.

12. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., did agree to and did hold itself out as maintaining an adequate and competent staff, including doctors, surgeons, and other medical personnel, as well as secretarial and clerical staff, and further warranted that the members of its said staff were qualified and trained for the purpose of providing such medical and surgical care, as well as clerical and secretarial, attention and patient confidentiality as they would be required to provide in accordance with the accepted standards of medical and surgical practice and patient confidentiality to persons seeking and requiring medical and surgical care and attention, including this plaintiff, and said defendant further held itself out as being equipped in sufficient manner to render such care, treatment and patient confidentiality.

13. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., were and still are licensed physicians and surgeons engaged in the practice of their profession and held themselves out to the general public to be competent, qualified and skilled physicians and surgeons.

14. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., hired, furnished, provided and employed physicians, surgeons, nurses, administrators, servants, agents and/or employees to perform such duties and functions as were required to be performed and/or afforded to patients at medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

15. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., hired, furnished, provided and employed secretaries, clerical staff and/or employees to perform such duties and functions as were required to

be performed and/or afforded to patients at the medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

16. That at all times hereinafter mentioned, it was the duty of the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents and/or employees to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, functions and responsibilities of its physicians, surgeons, nurses, administrators, servants, agents and/or employees, as were required to be performed and/or afforded to patients of the medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

17. That at all times hereinafter mentioned, it was the duty of the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents and/or employees to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees, as was required to be afforded to patients of the medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

18. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., represented that they would not disclose, divulge or report personal, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks and/or employees.

19. That at all times hereinafter mentioned, the defendant, PLANNED

PARENTHOOD N FEDERATION OF AMERICA ,INC., represented that they were reputable, reliable, conscientious and scrupulous in maintaining patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks, and/or employees.

20. That at all times hereinafter mentioned, it was the fiduciary duty of the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks, and/or employees.

21. That the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., was responsible for the negligent acts and omissions of its agents, servants and/or employees under the theory of respondeat superior.

22. That on/or about the 7th day of June, 2007, the plaintiff JASMINE CURTIS came under the care of the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, secretaries, clerks and/or employees in connection with certain medical and/or surgical care, treatment, procedures and/or management to be rendered to the plaintiff by the said defendant.

23. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., did undertake the treatment of the plaintiff JASMINE CURTIS, providing the plaintiff with medical and surgical care, advice, treatment and attention, along with the attendant clerical and

PARENTHOOD N FEDERATION OF AMERICA ,INC., represented that they were reputable, reliable, conscientious and scrupulous in maintaining patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks, and/or employees.

20. That at all times hereinafter mentioned, it was the fiduciary duty of the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks, and/or employees.

21. That the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., was responsible for the negligent acts and omissions of its agents, servants and/or employees under the theory of respondeat superior.

22. That on/or about the 7th day of June, 2007, the plaintiff JASMINE CURTIS came under the care of the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, secretaries, clerks and/or employees in connection with certain medical and/or surgical care, treatment, procedures and/or management to be rendered to the plaintiff by the said defendant.

23. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., did undertake the treatment of the plaintiff JASMINE CURTIS, providing the plaintiff with medical and surgical care, advice, treatment and attention, along with the attendant clerical and

secretarial procedures, and accepted the plaintiff as a patient.

24. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., did order, recommend, request, advise, perform, render, or provide medical, surgical, secretarial clerical, and/or nursing examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to plaintiff JASMINE CURTIS.

25. That the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., did undertake to treat the plaintiff.

26. That the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., did enter a covenant of confidentiality with respect to the treatment rendered to the plaintiff.

27. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS was an admitted patient at the medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

28. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS underwent certain surgical procedures by the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons and/or employees.

29. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS underwent surgical procedures of a highly personal, privileged, private and confidential nature by the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons and/or employees.

30. That on/or about the 7th day of June, 2007, and for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physician, surgeons, secretaries, clerks and/or employees did

agree to honor, respect, regard and maintain said covenant of patient confidentiality regarding the treatment and/or surgical procedures provided to and/or performed upon the plaintiff at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents and/or employees.

31. That at all times herein mentioned, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents and/or employees failed, neglected and/or omitted to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, functions and responsibilities of its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks and/or employees, as were required to be performed and/or afforded to the plaintiff, a patient of said medical facility.

32. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the Defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents and/or employees failed, neglected and/or omitted to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to said covenant of patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks and/or employees, as was required to be afforded to the plaintiff as a patient of medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

33. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical offices located at 755 New York Avenue, Huntington,

in the County of Suffolk, State of New York.

34. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported, without authorization, legal justification or excuse, confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

35. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported to the plaintiff's relative, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility, without the permission, consent or authorization of the plaintiff.

36. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees carelessly, negligently, wantonly and/or illegally disclosed, divulged and/or reported to the plaintiff's relative, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

37. That at all times herein mentioned, and on/or about the 7th day of June, 2007,, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees carelessly, negligently, wantonly and/or illegally disclosed, divulged and/or reported to the plaintiff's relative, privileged

confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility, without permission, consent or authority to do so, in violation of plaintiff's rights and in violation of the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents and/or employees.

38. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., failed, neglected and/or omitted to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to said covenant of patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility in violation of the statutes, rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees.

39. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the plaintiff JASMINE CURTIS by the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators, clerks, secretaries, employees and/or medical personnel was performed in such a careless, negligent, wanton, reckless, heedless, and willful manner as to manifest and evidence a reckless disregard for the rights, health and well-being of the plaintiff, and not in accordance with the good and accepted standards of medical and surgical care, practice and ethics, thereby causing the plaintiff to sustain severe injuries and damages.

40. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the

plaintiff JASMINE CURTIS by the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators, clerks, secretaries employees and/or medical personnel was performed in an intentional manner that was not in accordance with the good and accepted standards of medical and surgical care, practice and ethics, thereby causing the plaintiff to sustain severe injuries and damages.

41. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the plaintiff JASMINE CURTIS by the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, nurses, administrators, clerks, secretaries, employees and/or medical personnel was performed in an intentional manner with knowledge that the same was not in accordance with the good and accepted standards of medical and surgical care, practice and ethics, thereby causing the plaintiff to sustain severe injuries and damages.

42. That the foregoing injuries and damages to the plaintiff were caused solely by virtue of the carelessness, negligence, wanton and willful disregard on the part of the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, employees ,clerks, secretaries, medical and/or nursing personnel and without any negligence on the part of the plaintiff contributing thereto.

43. That the foregoing injuries and damages to the plaintiff were caused solely by virtue of the intentional acts on the part of the defendant, PLANNED PARENTHOOD FEDERATION OF AMERICA ,INC., its servants, agents, affiliated physicians, surgeons, clerks, secretaries employees, medical and/or nursing personnel and without any negligence on the part of the plaintiff contributing thereto.

44. That by reason of the foregoing, this plaintiff was severely injured and damaged, rendered sick, sore, lame and disabled, sustained severe nervous shock and mental anguish, great

pain and emotional upset, some of which injuries are permanent in nature and duration, and plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries; plaintiff incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; and plaintiff has suffered and in the future will necessarily suffer additional loss of time and earnings from employment; and plaintiff will be unable to pursue the usual duties with the same degree of efficiency as prior to the negligence and breach of fiduciary duty and covenant of confidentiality on the part of the defendant, all to plaintiff's great damage.

45. That at all times herein mentioned, defendant PLANNED PARENTHOOD HUDSON PECONIC, INC, was a domestic corporation duly existing under and by virtue of the laws of the State of New York.

46. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD HUDSON PECONIC, INC, was a professional corporation doing business and/or practicing medicine and/or surgery in the State of New York.

47. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD HUDSON PECONIC, INC, was a corporation doing business and/or practicing medicine and/or surgery in the State of New York pursuant to the laws of the State of New York.

48. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD HUDSON PECONIC, INC, was doing business and/or practicing medicine and/or surgery in the State of New York pursuant to the laws of the State of New York.

49. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, owned a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

50. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, operated a medical practice and/or offices located at 755 New York

Avenue, Huntington, in the County of Suffolk, State of New York.

51. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, maintained a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

52. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, managed a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

53. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, controlled a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

54. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, held itself out as a medical practice and/or facility duly qualified and capable of rendering competent medical and surgical care, treatment and patient confidentiality to the general public, including this plaintiff.

55. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents and/or employees furnished and/or provided doctors, surgeons, nurses and other medical and surgical personnel, as well as secretarial and clerical staff, at the said medical offices and/or facility to afford medical and surgical care, treatment and patient confidentiality to the general public, including the plaintiff herein.

56. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, did agree to and did hold itself out as maintaining an adequate and competent staff, including doctors, surgeons, and other medical personnel, and further warranted that the members of its said staff were qualified and trained for the purpose of providing such medical and surgical care, as well as clerical and secretarial, attention and patient confidentiality as they

would be required to provide in accordance with the accepted standards of medical and surgical practice and patient confidentiality to persons seeking and requiring medical and surgical care and attention, including this plaintiff, and said defendant further held itself out as being equipped in sufficient manner to render such care, treatment and patient confidentiality.

57. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, were and still are licensed physicians and surgeons engaged in the practice of their profession and held themselves out to the general public to be competent, qualified and skilled physicians and surgeons.

58. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, hired, furnished, provided and employed physicians, surgeons, nurses, administrators, servants, agents and/or employees to perform such duties and functions as were required to be performed and/or afforded to patients at the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

59. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, hired, furnished, provided and employed secretaries, clerical staff and/or employees to perform such duties and functions as were required to be performed and/or afforded to patients at the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

60. That at all times hereinafter mentioned, it was the duty of the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents and/or employees to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, functions and responsibilities of its physicians, surgeons, nurses, administrators, servants, agents and/or employees, as were required to be performed and/or afforded to patients at the medical practice and/or offices

located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

61. That at all times hereinafter mentioned, it was the duty of the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents and/or employees to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees, as was required to be afforded to patients at the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

62. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, represented that they would not disclose, divulge or report personal, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks and/or employees.

63. That at all times hereinafter mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, represented that they were reputable, reliable, conscientious and scrupulous in maintaining patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees.

64. That at all times hereinafter mentioned, it was the duty of the defendant, PARENTHOOD HUDSON PECONIC, INC, to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality regarding the treatment and/or surgical procedures provided and/or

performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, nurses, secretaries, clerks, administrators and/or employees.

65. That the defendant PARENTHOOD HUDSON PECONIC, INC was responsible for the negligent acts and omissions of its agents, servants and/or employees under the theory of respondeat superior.

66. That on/or about the 7th day of June, 2007, the plaintiff JASMINE CURTIS came under the care of the defendant PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, secretaries, clerks and/or employees in connection with certain medical and/or surgical care, treatment, procedures and/or management to be rendered to the plaintiff by the said defendant.

67. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PARENTHOOD HUDSON PECONIC, INC, did undertake the treatment of the plaintiff JASMINE CURTIS, providing the plaintiff with medical and surgical care, advice, treatment and attention, along with the attendant clerical and secretarial procedures, and accepted the plaintiff as a patient.

68. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PARENTHOOD HUDSON PECONIC, INC, did order, recommend, request, advise, perform, render, or provide medical, surgical, secretarial, clerical, and/or nursing examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to plaintiff JASMINE CURTIS.

69. That the defendant, PARENTHOOD HUDSON PECONIC, INC, did undertake to treat the plaintiff.

70. That the defendant, PARENTHOOD HUDSON PECONIC, INC, did enter a

covenant of confidentiality with respect to the treatment rendered to the plaintiff.

71. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS was an admitted patient at the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

72. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS underwent certain surgical procedures by the defendant PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons and/or employees.

73. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS underwent surgical procedures of a highly personal, privileged, private and confidential nature by the defendant PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons and/or employees.

74. That on/or about the 7th day of June, 2007, and for a period of time prior and/or subsequent thereto, the defendant PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physician, surgeons, secretaries, clerks, and/or employees did agree to honor, respect, regard and maintain said covenant of patient confidentiality regarding the treatment and/or surgical procedures provided to and/or performed upon the plaintiff at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents and/or employees.

75. That at all times herein mentioned, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents and/or employees failed, neglected and/or omitted to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, functions and responsibilities of its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks, and/or employees, as were required to be performed and/or afforded to the plaintiff, a patient

of said medical facility.

76. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the Defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents and/or employees failed, neglected and/or omitted to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to said covenant of patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents and/or employees, as was required to be afforded to the plaintiff as a patient of the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

77. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

78. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported, without authorization, legal justification or excuse, confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

79. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported to the

plaintiff's relative, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility, without the permission, consent or authorization of the plaintiff.

80. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees carelessly, negligently, wantonly and/or illegally disclosed, divulged and/or reported to the plaintiff's relative, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

81. That at all times herein mentioned, and on/or about the 7th day of June, 2007,, the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees carelessly, negligently, wantonly and/or illegally disclosed, divulged and/or reported to the plaintiff's relative, privileged confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility, without permission, consent or authority to do so, in violation of plaintiff's rights and in violation of the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees.

82. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PARENTHOOD HUDSON PECONIC, INC, failed, neglected and/or omitted to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to said covenant of patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at

its said medical facility in violation of the statutes, rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, secretaries, clerks, nurses, administrators and/or employees.

83. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the plaintiff JASMINE CURTIS by the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, nurses, administrators, employees and/or medical personnel was performed in such a careless, negligent, wanton, reckless, heedless, and willful manner as to manifest and evidence a reckless disregard for the rights, health and well-being of the plaintiff, and not in accordance with the good and accepted standards of medical and surgical care, practice and ethics, thereby causing the plaintiff to sustain severe injuries and damages.

84. That the foregoing injuries and damages to the plaintiff were caused solely by virtue of the carelessness, negligence, wanton and willful disregard on the part of the defendant, PARENTHOOD HUDSON PECONIC, INC, its servants, agents, affiliated physicians, surgeons, employees, medical and/or nursing personnel and without any negligence on the part of the plaintiff contributing thereto.

85. That by reason of the foregoing, this plaintiff was severely injured and damaged, rendered sick, sore, lame and disabled, sustained severe nervous shock and mental anguish, great pain and emotional upset, some of which injuries are permanent in nature and duration, and plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries; plaintiff incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; and plaintiff has suffered and in the future will necessarily suffer additional loss of time and earnings from employment; and plaintiff will be unable to pursue the usual duties with the same degree of efficiency as prior to the negligence and breach of fiduciary

duty and covenant of confidentiality on the part of the defendant, all to plaintiff's great damage.

86. That at all times herein mentioned, defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, was a domestic corporation duly existing under and by virtue of the laws of the State of New York.

87. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, was a professional corporation doing business and/or practicing medicine and/or surgery in the State of New York.

88. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, was a corporation doing business and/or practicing medicine and/or surgery in the State of New York pursuant to the laws of the State of New York.

89. That at all times hereinafter mentioned, the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER , was doing business and/or practicing medicine and/or surgery in the State of New York pursuant to the laws of the State of New York.

90. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, owned a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

91. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, operated a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

92. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., maintained a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

93. That at all times hereinafter mentioned, the defendant, PLANNED

PARENTHOOD HUNTINGTON MEDICAL CENTER, managed a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

94. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, controlled a medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

95. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, held itself out as a medical practice and/or facility duly qualified and capable of rendering competent medical and surgical care, treatment and patient confidentiality to the general public, including this plaintiff.

96. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents and/or employees furnished and/or provided doctors, surgeons, nurses and other medical and surgical personnel, as well as secretarial and clerical staff, at the said medical offices and/or facility to afford medical and surgical care, treatment and patient confidentiality to the general public, including the plaintiff herein.

97. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, did agree to and did hold itself out as maintaining an adequate and competent staff, including doctors, surgeons, and other medical personnel, as well as secretarial and clerical staff, and further warranted that the members of its said staff were qualified and trained for the purpose of providing such medical and surgical care, attention and patient confidentiality as they would be required to provide in accordance with the accepted standards of medical and surgical practice and patient confidentiality to persons seeking and requiring medical and surgical care and attention, including this plaintiff, and said defendant further held itself out as being equipped in sufficient manner to render such care, treatment and patient

confidentiality.

98. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, were and still are licensed physicians and surgeons engaged in the practice of their profession and held themselves out to the general public to be competent, qualified and skilled physicians and surgeons.

99. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, hired, furnished, provided and employed physicians, surgeons, nurses, administrators, servants, agents and/or employees to perform such duties and functions as were required to be performed and/or afforded to patients of the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

100. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, hired, furnished, provided and employed physicians, surgeons, nurses, administrators, servants, agents and/or employees to perform such duties and functions as were required to be performed and/or afforded to patients of the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

101. That at all times hereinafter mentioned, it was the duty of the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents and/or employees to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, functions and responsibilities of its physicians, surgeons, nurses, administrators, servants, agents and/or employees, as were required to be performed and/or afforded to patients of the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County

of Suffolk, State of New York.

102. That at all times hereinafter mentioned, it was the duty of the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents and/or employees to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees, as was required to be afforded to patients of said medical facility.

103. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, represented that they would not disclose, divulge or report personal, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks, and/or employees.

104. That at all times hereinafter mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, represented that they were reputable, reliable, conscientious and scrupulous in maintaining patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees.

105. That at all times hereinafter mentioned, it was the fiduciary duty of the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed at its said medical facility in accordance with the statutes,

rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks and/or employees.

106. That the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, was responsible for the negligent acts and omissions of its agents, servants and/or employees under the theory of respondeat superior.

107. That on/or about the 7th day of June, 2007, the plaintiff JASMINE CURTIS came under the care of the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, affiliated physicians, surgeons, secretaries, clerks and/or employees in connection with certain medical and/or surgical care, treatment, procedures and/or management to be rendered to the plaintiff by the said defendant.

108. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, did undertake the treatment of the plaintiff JASMINE CURTIS, providing the plaintiff with medical and surgical care, advice, treatment and attention, along with the attendant clerical and secretarial procedures, and accepted the plaintiff as a patient.

109. That on/or about the 7th day of June, 2007, and/or for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., did order, recommend, request, advise, perform, render, or provide medical, surgical, secretarial, clerical and/or nursing examinations, evaluations, consultations, care, treatments, procedures, tests, studies, services, or advice for and to plaintiff JASMINE CURTIS.

110. That the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER did undertake to treat the plaintiff.

111. That the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, did enter a covenant of confidentiality with respect to the treatment rendered to the

plaintiff.

112. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS was an admitted patient at the defendant medical center.

113. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS underwent certain surgical procedures by the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, affiliated physicians, surgeons and/or employees.

114. That on the 7th day of June, 2007, the plaintiff JASMINE CURTIS underwent surgical procedures of a highly personal, privileged, private and confidential nature by the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., its servants, agents, affiliated physicians, surgeons and/or employees.

115. That on/or about the 7th day of June, 2007, and for a period of time prior and/or subsequent thereto, the defendant PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, affiliated physician, surgeons and/or employees did agree to honor, respect, regard and maintain said covenant of patient confidentiality regarding the treatment and/or surgical procedures provided to and/or performed upon the plaintiff at its said medical facility in accordance with the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees.

116. That at all times herein mentioned, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents and/or employees failed, neglected and/or omitted to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to the duties, functions and responsibilities of its physicians, surgeons, nurses, administrators, servants, secretaries, clerks, agents and/or employees, as were required to be performed and/or afforded to the plaintiff, a patient the medical practice and/or offices located at 755 New York Avenue,

Huntington, in the County of Suffolk, State of New York.

117. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the Defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents and/or employees failed, neglected and/or omitted to properly and adequately promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to said covenant of patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents, secretaries, clerks and/or employees, as was required to be afforded to the plaintiff as a patient of said medical facility.

118. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged and/or reported confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

119. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks and/or employees disclosed, divulged and/or reported, without authorization, legal justification or excuse, confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

120. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees disclosed, divulged

and/or reported to the plaintiff's relative, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility, without the permission, consent or authorization of the plaintiff.

121. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees carelessly, negligently, wantonly and/or illegally disclosed, divulged and/or reported to the plaintiff's relative, privileged and confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at the medical practice and/or offices located at 755 New York Avenue, Huntington, in the County of Suffolk, State of New York.

122. That at all times herein mentioned, and on/or about the 7th day of June, 2007,, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks and/or employees carelessly, negligently, wantonly and/or illegally disclosed, divulged and/or reported to the plaintiff's relative, privileged confidential information regarding the treatment and/or surgical procedures provided and/or performed upon the plaintiff at its said medical facility, without permission, consent or authority to do so, in violation of plaintiff's rights and in violation of the statutes, rules, laws and regulations governing patient confidentiality by its physicians, surgeons, nurses, administrators, servants, agents and/or employees.

123. That at all times herein mentioned, and on/or about the 7th day of June, 2007, the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER., failed, neglected and/or omitted to promulgate, enforce, instruct, advise, abide by, require or ensure the appropriate rules, regulations, guidelines, procedures, policies or protocols with respect to said covenant of patient confidentiality regarding the treatment and/or surgical procedures provided and/or performed

upon the plaintiff at its said medical facility in violation of the statutes, rules, laws and regulations governing patient confidentiality by its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks and/or employees.

124. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the plaintiff JASMINE CURTIS by the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, affiliated physicians, surgeons, nurses, administrators, secretaries, clerks, employees and/or medical personnel was performed in such a careless, negligent, wanton, reckless, heedless, and willful manner as to manifest and evidence a reckless disregard for the rights, health and well-being of the plaintiff, and not in accordance with the good and accepted standards of medical and surgical care, practice and ethics, thereby causing the plaintiff to sustain severe injuries and damages.

125. That the foregoing injuries and damages to the plaintiff were caused solely by virtue of the carelessness, negligence, wanton and willful disregard on the part of the defendant, PLANNED PARENTHOOD HUNTINGTON MEDICAL CENTER, its servants, agents, secretaries, clerks, affiliated physicians, surgeons, employees, medical and/or nursing personnel and without any negligence on the part of the plaintiff contributing thereto.

126. That by reason of the foregoing, this plaintiff was severely injured and damaged, rendered sick, sore, lame and disabled, sustained severe nervous shock and mental anguish, great pain and emotional upset, some of which injuries are permanent in nature and duration, and plaintiff will be permanently caused to suffer pain, inconvenience and other effects of such injuries; plaintiff incurred and in the future will necessarily incur further hospital and/or medical expenses in an effort to be cured of said injuries; and plaintiff has suffered and in the future will necessarily suffer additional loss of time and earnings from employment; and plaintiff will be unable to pursue the

usual duties with the same degree of efficiency as prior to the negligence and breach of fiduciary duty and covenant of confidentiality on the part of the defendant, all to plaintiff's great damage.

127. That this action falls within one or more of the exceptions set forth in CPLR 1602.

128. Pursuant to CPLR Section 1602(2)(iv), defendant is jointly and severally liable for all of plaintiff's damages, including but not limited to plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that defendant owed the plaintiff a non-delegable duty of care.

129. Pursuant to CPLR Section 1602(7), defendant is jointly and severally liable for all of plaintiff's damages, including but not limited to plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that defendant acted with reckless disregard of the safety of others.

130. Pursuant to CPLR Section 1602(2)(iv), the defendant is jointly and severally liable for all of plaintiff's damages, including but not limited to plaintiff's non-economic loss, irrespective of the provisions of the CPLR Section 1601, by reason of the fact that said defendant is vicariously liable for the negligent acts and omissions of others who caused or contributed to the plaintiff's damages.

131. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

AS AND FOR A SECOND CAUSE OF ACTION:

132. That plaintiff repeats, reiterates and realleges each and every allegation as

contained in the First Cause of Action of the within Complaint with the same force and effect as though each were more fully set forth at length herein.

133. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the plaintiff JASMINE CURTIS by the defendant, its servants, agents, affiliated physicians, surgeons, nurses, administrators, employees and/or medical personnel constituted a breach of confidentiality by reason of which the plaintiff was caused to sustain severe injuries and damages.

134. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

AS AND FOR A THIRD CAUSE OF ACTION:

135. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First and Second Causes of Action of the within Complaint with the same force and effect as though each were more fully set forth at length herein.

136. That the foregoing unauthorized disclosure of highly personal, privileged, private and confidential information regarding the treatment, surgical procedures and management of the plaintiff JASMINE CURTIS by the defendant, its servants, agents, affiliated physicians, surgeons, nurses, administrators, employees and/or medical personnel constituted an invasion of privacy by reason of which the plaintiff was caused to sustain severe injuries and damages.

137. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has

otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

AS AND FOR A FOURTH CAUSE OF ACTION:

138. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second and Third Causes of Action of the within Complaint with the same force and effect as though each were more fully set forth at length herein.

139. That at all times herein mentioned, there existed an oral contract and/or agreement between the defendant and the plaintiff relative to a fiduciary duty and covenant of confidence regarding the medical and/or surgical treatment rendered to the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees at the said medical facility.

140. That at all times herein mentioned, the plaintiff relied upon said oral contract, fiduciary duty and/or agreement between the defendant and the plaintiff relative to said covenant of confidence regarding the medical and/or surgical treatment rendered to the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees at the said medical facility.

141. That at all times herein mentioned, the engagement by the plaintiff of medical and surgical services to be performed by the defendant was undertaken by the plaintiff based solely upon said fiduciary duty, oral contract and/or agreement by the defendant relative to said covenant of confidence regarding the medical and/or surgical treatment rendered to the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees at the said medical facility.

142. That the defendant breached its fiduciary duty, oral contract and/or covenant of confidence with the plaintiff relative to such medical and/or surgical procedures performed upon the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees.

143. That by reason of the foregoing, the defendant violated the plaintiff's statutory rights to privacy.

144. That as a result of the breach of fiduciary duty, oral contract and covenant of confidence and the unauthorized disclosure of highly personal, privileged and confidential information regarding the plaintiff by the defendant, the plaintiff has been severely injured and damaged, has suffered and continues to suffer extreme embarrassment, humiliation, ridicule, scorn, contempt, derision, emotional anguish, depression, illness and distress.

145. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

AS AND FOR A FIFTH CAUSE OF ACTION:

146. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second, Third and Fourth Causes of Action of the within Complaint with the same force and effect as though each were more fully set forth at length herein.

147. That at all times herein mentioned, there existed an implied contract and/or agreement between the defendant and the plaintiff relative to a fiduciary duty and covenant of confidence regarding the medical and/or surgical treatment rendered to the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees at the said medical facility.

148. That at all times herein mentioned, the plaintiff relied upon said implied contract, fiduciary duty and/or agreement between the defendant and the plaintiff relative to said covenant of confidence regarding the medical and/or surgical treatment rendered to the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees at the said medical facility.

149. That at all times herein mentioned, the engagement by the plaintiff of medical and surgical services to be performed by the defendant was undertaken by the plaintiff based solely upon

said fiduciary duty, implied contract and/or agreement by the defendant relative to said covenant of confidence regarding the medical and/or surgical treatment rendered to the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees at the said medical facility.

150. That on the 7th day of June 2007, the defendant breached its fiduciary duty, implied contract and/or covenant of confidence with the plaintiff relative to such medical and/or surgical procedures performed upon the plaintiff by the defendant, its servants, agents, affiliated physicians, surgeons and/or employees.

151. That by reason of the foregoing, the defendant violated the plaintiff's statutory rights to privacy.

152. That by reason of the foregoing, the defendant has violated the independent special duties imposed upon physicians by statute pursuant to the Public Health Law.

153. That as a result of the breach of fiduciary duty, implied contract and covenant of confidence and the unauthorized disclosure of highly personal, privileged and confidential information regarding the plaintiff by the defendant, the plaintiff has been severely injured and damaged, has suffered and continues to suffer extreme embarrassment, humiliation, ridicule, scorn, contempt, derision, emotional anguish, depression, illness and distress.

154. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

AS AND FOR A SIXTH CAUSE OF ACTION:

155. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second, Third, Fourth and Fifth Causes of Action of the within Complaint with

the same force and effect as though each were more fully set forth at length herein.

156. That the foregoing occurrences and the resulting injuries to the plaintiff were caused solely by reason of the carelessness, negligence, wanton disregard and intentional infliction of emotional distress on the part of the defendant, its servants, agents, affiliated physicians, surgeons, nurses, administrators and/or employees, in violation of the plaintiff's right to privacy and without any cause, provocation, justification, consent or authorization on the part of the plaintiff to do so.

157. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

AS AND FOR A SEVENTH CAUSE OF ACTION:

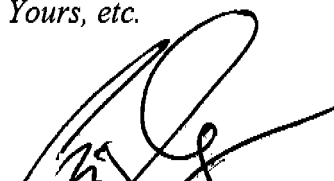
158. That plaintiff repeats, reiterates and realleges each and every allegation as contained in the First, Second, Third, Fourth, Fifth and Sixth Causes of Action of the within Complaint with the same force and effect as though each were more fully set forth at length herein.

159. That the defendants acted maliciously and were guilty of wanton, reckless and willful disregard of the rights, well-being and suffering of the plaintiff herein, and by reason thereof, the plaintiff is entitled to compensatory and punitive damages.

160. By reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

WHEREFORE, by reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter

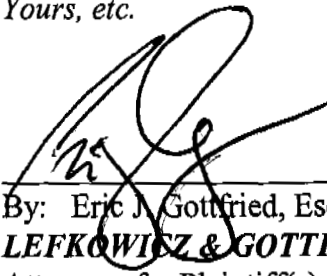
Yours, etc.

A handwritten signature in black ink, appearing to read 'Eric J. Gottfried', is written over a horizontal line.

By: Eric J. Gottfried, Esq.
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(212) 766-5665
L&G File #: 07-02059

WHEREFORE, by reason of the foregoing, the Plaintiff named herein, was caused to be damaged in body and mind, was rendered sick, sore, lame and disabled, has been and will continue to be obligated to incur and expend large sums of money for her medical care and attention, and has otherwise been damaged in a sum of money having a present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter

Yours, etc.



By: Eric J. Gottfried, Esq.

LEFKOWITZ & GOTTFRIED, LLP

Attorneys for Plaintiff(s)

150 Broadway - Suite 1007

New York, New York 10038

(212) 766-5665

L&G File #: 07-02059

ATTORNEY VERIFICATION

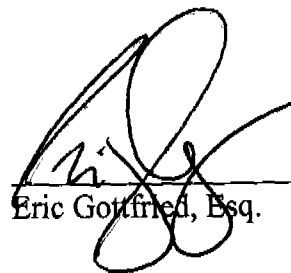
Eric J. Gottfried, *an attorney at law, duly admitted to practice in the Courts of the State of New York, affirms under the penalties of perjury that:*

*I am one of the attorneys for the plaintiff(s) in the above entitled action. That I have read the foregoing **SUMMONS AND VERIFIED COMPLAINT** and know the contents thereof, and upon information and belief, deponent believe the matters alleged therein to be true.*

The reason this Verification is made by deponent and not by the plaintiff(s) is that the plaintiff(s) herein reside(s) in a county other than the one in which the plaintiff's attorneys maintain their office.

The source of my information and the grounds of my belief are communication, papers, reports and investigation contained in the file in my office.

Dated: New York, New York
January 17, 2008


Eric Gottfried, Esq.

S I R S:

Please take notice that the within is a true copy of a judgment made and entered in the within entitled action and duly filed in the Office of the

Clerk of the within named Court on
the day of ,

Yours, etc.,

LEFKOWICZ & GOTTFRIED, LLP

Attorneys for Plaintiff(s)

Office Address and P.O. Box
150 Broadway - Suite 1007
New York, New York 10038
(212) 766-5665

Index No.

**Supreme Court of the State of New York
County of NEW YORK**

JASMINE CURTIS,

Plaintiff(s),

~against~

**PLANNED PARENTHOOD
FEDERATION OF AMERICA, INC.,
PLANNED PARENTHOOD HUDSON
PECONIC INC., PLANNED
PARENTHOOD HUNTINGTON
MEDICAL CENTER**

Defendant(s).

SUMMONS AND COMPLAINT

Yours, etc.,

By:

LEFKOWICZ & GOTTFRIED, LLP

*Attorneys for Plaintiff
Office Address and P.O. Box
150 Broadway, Suite 1007
New York, New York 10038*

**Amount and Interest
Costs and Disbursements**

TOTAL:

Filed:

Service of a judgment and notice of entry thereof
which the within is a copy, admitted this
day of ,

Attorneys for Defendant

*State of New York, County of New York ss.:
, being duly sworn, deposes and
says; that deponent is over 18 years of age
and resides at . That on the*

*day of ,
deponent served the within judgment and
notice of entry thereof, on*

*attorney(s) for defendant(s) herein, at
herein, at the address designated by said attorney(s)
for that purpose by depositing a true copy*

in a postpaid properly addressed wrapper, and

*deposited the same in an official depository under the
exclusive care and custody of the United States Postal Service
within New York State.*

*Sworn to before me this
day of ,*

NOTARY PUBLIC