

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

~~vs.~~ Jane Doe AKA A.J. - T.W.P.  
c/o Troy W. Poole, esq  
Plaintiff, 8701 Georgia Ave #404  
Silver Spring, Md 20910

v.

Case No.:

PLANNED PARENTHOOD,  
1400 Spring Street #450  
Silver Spring, MD 20910

PLANNED PARENTHOOD OF  
METROPOLITAN  
WASHINGTON DC, INC.,  
1225 4th Street, N.E.  
Washington, DC 20002

and

DR. DIANE JOY HORVATH-COSPER  
1400 Spring Street #450  
Silver Spring, MD 20910

Defendants.

Case#	499687
NEW CASE	
CV CLERK FEE-	80.00
MD LEGAL SERV	25.00
RIF-NEW CASE	30.00
TOTAL	135.00
Rec'd MUDI	Rec'd # 41433
BY HR	BY # 1019
Jun 20, 2017	01:08 PM

2017 JUN 20 PM 1:10

FILED  
CLERK OF COURT  
CLERK'S OFFICE  
MONTGOMERY COUNTY

COMPLAINT

Plaintiff, A.J., by and through her attorneys, Troy W. Poole of The Poole Law Firm, PLLC and Jonathan Simms and Matthew Crist of The Simms Firm, PLC (Pro Hac Vice admittance pending), files this complaint against Defendants Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Joy Horvath-Cosper ("Defendants"), jointly and severally, and, as grounds therefore, respectfully states the following:

INTRODUCTION

1. This is a complaint for medical malpractice in which Plaintiff, known anonymously by her initials "A.J.," was a patient of Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Horvath-Cosper. The Defendants entered into a healthcare

provider-patient relationship with Plaintiff, and during and after a medical procedure, Plaintiff was injured by Defendants' medical negligence, gross negligence, and other tortious harms.

### PARTIES

2. At all times relevant hereto, Plaintiff A.J. was a resident of Maryland.

3. On information and belief, at all times relevant hereto Defendant Planned Parenthood was a medical provider licensed in the State of Maryland to provide medical treatment to patients in Maryland and did engage in the practice of medicine.

4. On information and belief, Defendant Planned Parenthood of Metropolitan Washington DC, Inc., was a medical provider licensed in the State of Maryland to provide medical treatment to patients in Maryland and did provide such medical treatment.

5. On information and belief, Dr. Diane Horvath-Cosper was a medical provider licensed in the State of Maryland to provide medical treatment to patients in Maryland and did provide such medical treatment.

6. On information and belief, at all times relevant hereto and particularly on or about January 28, 2016 and thereafter, Dr. Diane Horvath-Cosper was an employee or agent of Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

### FACTS

7. The amount of this Claim exceeds \$30,000.00 and the appropriate venue for this claim is Montgomery County, Maryland because Defendants caused injury to Plaintiff in Silver Spring, Maryland, and Defendants maintain principle places of business in Montgomery County, Maryland.

8. On or about January 28, 2016, A.J. entered into a patient-healthcare provider relationship with Planned Parenthood, Planned Parenthood of Metropolitan Washington DC,

Inc., and Dr. Diane Joy Horvath-Cosper at the Planned Parenthood facility located at 1400 Spring Street #450, Silver Spring, Maryland 20910.

9. On or about January 28, 2016, Defendant Dr. Horvath-Cosper M.D. was scheduled to perform the medical service of a dilation and evacuation procedure on Plaintiff A.J. at Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.'s facility located at 1400 Spring Street #450, Silver Spring, Maryland 20910.

10. During the procedure on or about January 28, 2016, Dr. Horvath-Cosper caused several significant injuries to Plaintiff including two posterior uterine perforations approximately 1 to 1.5 centimeters in size, tore and denuded the right broad ligament and the posterior right peritoneal surface near the right cornual area, destroyed and evacuated Plaintiff's right ovary, right fallopian tube, portions of Plaintiff's uterus, a portion of Plaintiff's appendix, and other tissues.

11. During the procedure on or about January 28, 2016, Dr. Horvath-Cosper, M.D. owed a duty to Plaintiff to perform the procedure within an acceptable standard of medical care within the medical community and Dr. Horvath-Cosper, M.D. breached such standard of care by perforating Plaintiff's uterus, destroying and evacuating her right ovary and fallopian tube, destroying and evacuating a portion of Plaintiff's appendix, and causing the Plaintiff other physical injury.

12. As a direct and proximate result of Dr. Horvath-Cosper's breach of the applicable standard of medical care, which resulted in the foregoing list of injuries to Plaintiff, the Plaintiff: 1) suffered conscious pain and suffering in the past and will suffer conscious pain and suffering into the future, 2) incurred past and future lost wages, 3) suffered loss of earning capacity in the past and into the future, 4) suffered loss of household services in the past and into the future, 5)

incurred medical expenses in the past and will incur future medical expenses, 6) suffered mental anguish, 7) suffered permanent physical injuries and disfigurement, and, 8) was required to undergo additional medical procedures and has sustained other damages.

13. On or about January 28, 2016, after Dr. Horvath-Cosper injured Plaintiff at the Planned Parenthood facility, the facility and Defendants did not have a proper emergency plan in place in the event of an injury such as the Plaintiff's injuries.

14. Defendants' conduct after Plaintiff was injured demonstrated a reckless indifference and a complete lack of care to Plaintiff's rights by not promptly and properly transferring Plaintiff to a facility that was able to treat her injuries; Defendants should have had a policy in place to handle such injuries; the lack of such policy was ratified by Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

15. Defendants sent Plaintiff, by ambulance, to Suburban Hospital; on information and belief, Suburban Hospital was unable to assist Plaintiff and such information was or should have reasonably been known by Defendants prior to Plaintiff's injuries. Because of Defendants' gross negligence, Plaintiff suffered more blood loss, pain, suffering, mental anguish, and her condition was worsened because Defendants did not have a proper plan in place to handle such injuries.

16. Suburban Hospital transferred Plaintiff to Shady Grove Hospital wherein Plaintiff received lifesaving surgery and other care.

17. Surgeons at Shady Grove hospital repaired the lacerations and perforations in Plaintiff's uterus, inspected and repaired the denuded and damaged ligaments, performed an appendectomy, stopped multiple sources of bleeding, and closed A.J.'s abdomen and a sonogram technician was utilized to view the interior of A.J.'s uterus. The sonogram revealed that Planned Parenthood did not complete the dilation and evacuation procedure and that the placenta and

fetal calvarium remained. The Shady Grove doctors completed the evacuation of the remaining products of conception under guidance of sonogram.

18. After Plaintiff was released from Shady Grove Hospital, Plaintiff attempted to contact Defendants to receive follow up care as offered by Defendants and as instructed. Defendants failed or refused to respond to Plaintiff, placed Plaintiff on hold for several hours, and did not respond to Plaintiff's requests. This policy and conduct was ratified and adopted by Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

19. All of the injuries and damages sustained by the Plaintiff were the direct and proximate result of the negligent actions of Dr. Horvath-Cosper, Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., or their staff or agents; such injuries were caused without any act or omission on the part of Plaintiff directly thereunto contributing.

20. Plaintiff did not assume the risk of her injuries.

21. On or about May 10, 2017, Plaintiff filed a Claim against all Defendants with the Health Care Alternative Dispute Resolution Office with the required Certificate of Qualified Expert, Expert Report, and Election to Waive Arbitration. The Claim, as filed, together with the Claim's attachments, is attached hereto as Exhibit 1 and is incorporated herein by this reference, including all attachments thereto. The Health Care Alternative Dispute Resolution Office's Order of Transfer is attached hereto as Exhibit 2.

### **COUNT I: NEGLIGENCE - MEDICAL MALPRACTICE**

22. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in Paragraphs 1-21 above.

23. Defendant Dr. Horvath-Cosper owed a duty to Plaintiff to act with the degree of care and skill of a reasonably prudent health care provider practicing under the circumstances presented and to exercise reasonable care in rendering medical services to Plaintiff.

24. Dr. Horvath-Cosper deviated from the applicable standard of medical care and breached her duties to Plaintiff during the dilation and evacuation procedure that she performed on Plaintiff on or about January 28, 2016 and such breaches include:

- a. Failing to assess the risk to Plaintiff and failing to properly make a determination of whether Plaintiff is a proper candidate for hospital based versus outpatient care for the D&E procedure.
- b. Failing to provide detailed informed consent enumerating the potential risks of the procedure to Plaintiff.
- c. Failing to obtain a signed consent form.
- d. Failing to properly prepare the patient's cervix for the procedure using either mechanical or pharmacologic means; such procedures typically require a two-day time span to accomplish maximum cervical dilation, Defendant failed to permit the proper period of time.
- e. Failing to perform the D&E procedure under sonographic guidance to avoid uterine perforation.
- f. Failing to perform the procedure without causing uterine perforations, without destroying and evacuating Plaintiff's right ovary, right fallopian tube, portions of Plaintiff's uterus, a portion of Plaintiff's appendix, and other tissues.
- g. Failing to verify that all products of conception have been removed, either by sonographic demonstration or manual examination of the uterine contents.

h. Failing to have medical back-up in the event of a complication with a documented plan in place for facilitating transport to a nearby hospital and having privileges at a local hospital to provide emergency medical/surgical care as needed.

25. Such deviations and breaches were the direct and proximate cause of the perforations of Plaintiff's uterus, destruction and evacuation of Plaintiff's right ovary, right fallopian tube, portions of Plaintiff's uterus, a portion of Plaintiff's appendix, and other tissues and Dr. Horvath-Cosper's deviation from the acceptable standard of medical care was the direct and proximate cause of all of the Plaintiff's injuries and damages stated herein.

**WHEREFORE:** Plaintiff claims damages against Dr. Horvath-Cosper M.D. individually in an amount to be determined at trial, plus costs, and for any further relief that this Honorable Court determines necessary and appropriate.

**COUNT II: MEDICAL MALPRACTICE / RESPONDEAT SUPERIOR/AGENCY**

26. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in Paragraphs 1-25 above.

27. At the time that Dr. Horvath-Cosper injured Plaintiff, Dr. Horvath-Cosper was acting within the scope of her employment and agency with Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

28. Because of such employment and agency, Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc are liable, *respondeat superior*, for the injuries caused by Dr. Horvath-Cosper.

**WHEREFORE:** Plaintiff claims damages against Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc. for *respondeat superior* / agency liability for the damages caused by Dr. Horvath-Cosper in an amount to be determined at trial,

plus costs, and for any further relief that this Honorable Court determines necessary and appropriate.

### COUNT III: GROSS NEGLIGENCE

29. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-28 above.

30. Defendants' reckless failures and intentional acts resulting in their failure to perform the manifest duty of having a reasonable policy in place to handle injuries such as Plaintiff's injuries, to communicate with patients after they have been injured, and to provide proper care to injured patients demonstrates a reckless disregard of the consequences of their conduct, policies, failure of policy, and Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC ratified such conduct.

**WHEREFORE:** The Plaintiff claims compensatory damages against Defendants Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Joy Horvath-Cosper, jointly and severally, and for punitive damages against Defendants jointly and severally, in such amounts as to be determined at trial, plus costs, and for any further relief that this Honorable Court deems necessary and appropriate.

Respectfully submitted,

By:   
Counsel

Troy W. Poole, Esq.  
The Poole Law Firm, PLLC  
8701 Georgia Ave, Suite 404  
Silver Spring, MD 20910  
Office 301-585-3014  
Fax: 888-426-1107  
twp@thepoolelawfirm.com  
**Co-Counsel for A.J.**

2017 JUN 20 PM 1:12

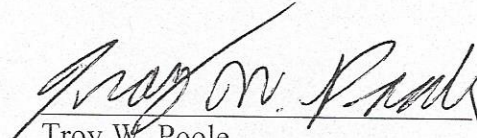
FILED  
CLERK OF COURT  
CLERK'S OFFICE  
MONTGOMERY CO. MD



Jonathan Simms  
Matthew Crist  
The Simms Firm, PLC  
10560 Main Street  
Suite 510  
Fairfax, VA 22030  
T: 703-383-0636  
F: 703-995-0850  
*(Pro Hac Vice admittance pending)*  
*Co-Counsel for A.J.*

**REQUEST FOR A JURY TRIAL**

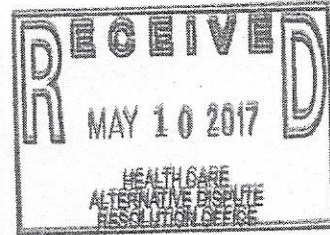
The Plaintiff, Pursuant to Maryland Rule 2-325, prays trial by jury on all issues.

  
Troy W. Poole

Date: June 20, 2017

# **EXHIBIT #1**

Troy W. Poole  
The Poole Law Firm  
8701 Georgia Avenue, Suite 404  
Silver Spring, Maryland 20910  
(301) 585-3014 - Office  
(888) 426-1107 - Fax  
twp@thepoolelawfirm.com



May 8, 2017

Harry L. Chase, Director  
Health Care Alternative Dispute Resolution Office  
William Donald Schaefer Tower  
6 St. Paul Street, Suite 1501  
Baltimore, MD 21202  
(410) 767-8200

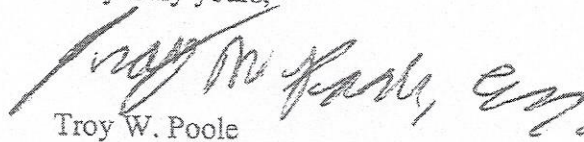
**Re: New Claim – Anonymous filing for A.J.**

Dear Mr. Chase:

Please see enclosed Confidential Personal Information Certificate, Claim Form, Statement of Claim, Election for Waiver, Expert Certification and Report, and Statement of the Claim, and check payable to the State of Maryland in the amount of \$40.00.

If you have any questions, please do not hesitate to call me at 301-585-3014.

Very truly yours,

  
Troy W. Poole

Enclosures

HEALTH CARE ALTERNATIVE DISPUTE RESOLUTION OFFICE

6 St. Paul Street, Suite 1501  
Baltimore, Maryland 21202-1608  
(410) 767-8200

CLAIM FORM

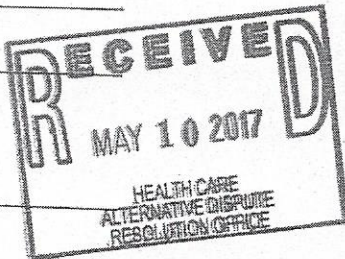
HCA NO.: \_\_\_\_\_

**CLAIMANT(S)**

AJ  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip Code



**HEALTH CARE PROVIDER(S)**

Planned Parenthood  
Name  
\_\_\_\_\_  
1400 Spring Street #450  
Street Address  
\_\_\_\_\_  
Silver Spring MD 20910  
City, State, Zip Code

Planned Parenthood of Metropolitan Washington DC  
Name  
\_\_\_\_\_  
1225 4th Street N.E.  
Street Address  
\_\_\_\_\_  
Washington DC 20002  
City, State, Zip Code

Dr. Diane Joy Horvath-Cosper  
Name  
\_\_\_\_\_  
1400 Spring Street #450  
Street Address  
\_\_\_\_\_  
Silver Spring MD 20910  
City, State, Zip Code

- (1) This claim is filed pursuant to Title 3, Subtitle 2A of the Courts Article. The damages claimed are in excess of \$30,000.00, and the appropriate venue is: Montgomery County, Maryland
- (2) The basis of the claim is described on the page(s) attached hereto.
- (3) The resolution of the claim will involve particular expertise in this area of specialty Obstetrics and Gynecology #030  
(PLEASE SEE REVERSE SIDE FOR AREAS OF CONCENTRATION)

**WARNING:** Each Claimant has been advised that he/she may be held civilly liable for part or all the Costs resulting from the filing of this claim, whether it is won or lost; this would be an individual and personal responsibility.

**ATTORNEY FOR CLAIMANT(S)**

[Signature]  
Signature  
8701 Georgia Ave #404  
Street Address  
Silver Spring, Md 20910  
City, State, Zip Code  
301-585-3014  
Telephone Number

**CLAIMANT(S)**

[Signature]  
Signature for each Claimant  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF CLAIM FORM

The claimant or his/her attorney must complete the Claim Form, giving all pertinent information. It must be signed by the claimant or by his/her attorney.

The original and ten (10) copies of the executed Claim Form and Statement of Claim must be filed with the Director, along with one copy of the Personal Information Certificate (PIC) Form and the required \$40.00 filing fee; checks should be made payable to the State of Maryland.

Venue, as stated in Question (1), is the county in which the incident or injury occurred.

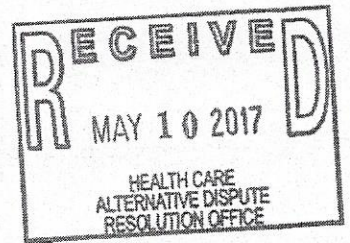
Completion of question (2) should be comprehensive with a full description of the alleged medical malpractice including separate numbered paragraphs in accordance with the Maryland Rules of Procedure.

Listed below are the recognized specialties of the American Medical Association and the American Dental Association. Please indicate which, if any, of these specialties are pertinent to the claim in Section (3) of the Claim Form.

The Statement of Claim must state: "The amount of this claim exceeds \$30,000.00" and is to be followed by a Certificate of Meritorious Claim within ninety (90) days of the original filing in accordance with 3-2A-04 of the Courts and Judicial Proceedings Article.



- |  |   |  |   |
|--|---|--|---|
| 002 Allergy (General)                                | 078 Medicine, Addiction                           | 165 Osteopath                            | 140 Surgery, Neurological, Critical Care      |
| 074 Allergy and Immunology                           | 081 Medicine, Adolescent                          | 033 Otolaryngology                       | 141 Surgery, Neurological, Pediatric          |
| 075 Allergy & Immunology/Clin & Lab Immun            | 001 Medicine, Aerospace                           | 034 Otolaryngology/Otorhinolaryngology   | 063 Surgery, Orthopedic (General)             |
| 039 Allergy, Pediatric                               | 008 Medicine, Emergency (Trauma)                  | 125 Otolaryngology, Pediatric            | 142 Surgery, Orthopedic, Hand                 |
| 003 Anesthesiology (General)                         | 104 Medicine, Emergency Pediatric                 | 126 Pathology, Anatomic                  | 143 Surgery, Orthopedic, Spine                |
| 085 Anesthesiology, Critical Care                    | 013 Medicine, General Preventive                  | 035 Pathology, Anatomical/Clinical       | 144 Surgery, Orthopedic, Sports Med.          |
| 151 Anesthesiology, Pain Mngmt.                      | 019 Medicine, Internal (General)                  | 127 Pathology, Chemical                  | 065 Surgery, Plastic (General)                |
| 088 Blood Banking/Transfusion Med                    | 106 Medicine, Internal, Critical Care             | 036 Pathology, Clinical                  | 145 Surgery, Plastic, Facial                  |
| 004 Broncho-Esophagology                             | 107 Medicine, (Internal) Critical Care, Pediatric | 128 Pathology, Cyto-                     | 146 Surgery, Plastic, Hand                    |
| 089 Cardiac Electrophysiology                        | 014 Medicine, Internal, Geriatric                 | 129 Pathology, Dermato-                  | 066 Surgery, Thoracic                         |
| 005 (Cardiology, General or), Cardiovascular Disease | 021 Medicine, Legal                               | 037 Pathology, Forensic                  | 067 Surgery, Traumatic                        |
| 040 Cardiology, Pediatric                            | 152 Medicine, Maternal & Fetal                    | 130 Pathology, Hematology                | 068 Surgery, Urological                       |
| 155 Chiropractic Medicine                            | 072 Medicine, Neonatal-Perinatal                  | 131 Pathology, Immuno-                   | 076 Surgery, Vascular (General)               |
| 153 Dental, General                                  | 027 Medicine, Nuclear                             | 026 Pathology, Neuro-                    | 147 Toxicology, Medical (Emergency Medicine)  |
| 152 Dental, Public Health                            | 031 Medicine, Occupational                        | 132 Pathology, Pediatric                 | 148 Toxicology, Medical (Pediatrics)          |
| 162 Dental, Maxillofacial                            | 108 Medicine, Pain                                | 133 Pathology, Radiostopic               | 149 Toxicology, Medical (Preventive Medicine) |
| 006 Dermatology (General)                            | 042 Medicine, Physical & Rehab.                   | 038 Pediatrics (General)                 | 083 Ultrasound                                |
| 080 Dermatology, Pediatric                           | 046 Medicine, Psychosomatic                       | 159 Periodontics                         | 086 Urology (General)                         |
| 079 Developmental Disabilities                       | 109 Medicine, Sports, Emergency Med.              | 041 Pharmacology, Clinical               | 150 Urology (Pediatric)                       |
| 007 Diabetes   | 110 Medicine, Sports, Family Practice             | 170 Physical Therapist                   | 069 Other, Specify                            |
| 009 Endocrinology, Diabetes & Metabolism             | 111 Medicine, Sports, Internal Med.               | 164 Podiatry                             | 073 None/Not Applicable                       |
| 090 Endocrinology, Pediatric                         | 112 Medicine, Sports (Pediatrics)                 | 161 Prosthodontics                       |   |
| 091 Endocrinology, Reproductive                      | 113 Medicine, Underseas                           | 043 Psychiatry, General                  |   |
| 154 Endodontic                                       | 103 Microbiology, Medical                         | 134 Psychiatry, Addiction                |   |
| 070 Epidemiology                                     | 022 Neoplastic Diseases                           | 044 Psychiatry, Child & Adolescent       |   |
| 010 Family Practice (General)                        | 023 Nephrology (General)                          | 087 Psychiatry, Geriatric                |   |
| 105 Family Practice, Geriatric                       | 114 Nephrology, Pediatric                         | 045 Psychoanalysis                       |   |
| 011 Gastroenterology (General)                       | 024 Neurology (General)                           | 169 Psychologist                         |   |
| 092 Gastroenterology, Pediatric                      | 025 Neurology, Child                              | 047 Public Health & Gen. Prev. Med       |   |
| 012 General Practice                                 | 115 Neurophysiology, Clinical                     | 048 Pulmonary Diseases (General)         |   |
| 093 Genetics, Clinical Biochemical                   | 167 Nurse, Licensed Practical                     | 135 Pulmonology, Pediatric               |   |
| 094 Genetics, Clinical Cyto-                         | 153 Nurse, Registered                             | 136 Radiological Physics                 |   |
| 095 Genetics, Clinical (General)                     | 028 Nutrition                                     | 049 Radiology, (General)                 |   |
| 096 Genetics, Clinical Molecular                     | 029 Obstetrics                                    | 050 Radiology, Diagnostic                |   |
| 097 Genetics, Medical (PhD)                          | 030 Obstetrics & Gynecology (General)             | 082 Radiology, Neuro-                    |   |
| 015 Gynecology                                       | 116 Obstetrics & Gyn, Critical Care               | 137 Radiology, Nuclear                   |   |
| 016 Hematology (Internal Medicine)                   | 118 Oncology, Gynecological                       | 051 Radiology, Pediatric                 |   |
| 098 Hematology/Oncology Pediatric                    | 084 Oncology, Medical (General)                   | 052 Radiology, Vascular & Interventional |   |
| 099 Hepatology                                       | 119 Oncology, Musculoskeletal                     | 053 Rheumatology, General                |   |
| 017 Hypnosis   | 120 Oncology, Radiation                           | 138 Rheumatology, Pediatric              |   |
| 077 Immunology (General)                             | 032 Ophthalmology (General)                       | 054 Rhinology                            |   |
| 100 Immunology, Dermatological                       | 117 Ophthalmology Pediatric                       | 056 Surgery, Abdominal                   |   |
| 101 Immunology, Internal Medicine                    | 166 Optometrist                                   | 057 Surgery, Cardiovascular              |   |
| 102 Immunology, Pediatrics                           | 156 Oral, Pathology                               | 058 Surgery, Colon & Rectal              |   |
| 018 Infectious Disease                               | 157 Oral Surgery                                  | 139 Surgery, Critical Care               |   |
| 020 Laryngology                                      | 158 Orthodontic                                   | 059 Surgery, General                     |   |
| 168 Licensed Certified Social Worker-Clinical        | 121 Orthopedics, General                          | 064 Surgery, General, Pediatric          |   |
|  | 122 Orthopedics, Adult Reconstructive             | 060 Surgery, Hand (General)              |   |
|  | 123 Orthopedics, Pediatric                        | 061 Surgery, Head & Neck                 |   |
|  | 124 Orthopedics, Trauma                           | 062 Surgery, Neurological (General)      |   |



A.J.,

Claimant,

v.

**PLANNED PARENTHOOD,**  
1400 Spring Street #450  
Silver Spring, MD 20910

and

**PLANNED PARENTHOOD OF  
METROPOLITAN  
WASHINGTON DC, INC.,**  
1225 4th Street, N.E.  
Washington, DC 20002

and

**DR. DIANE JOY HORVATH-COSPER**  
1400 Spring Street #450  
Silver Spring, MD 20910

**Defendants / Health Care Providers.**

BEFORE THE  
HEALTH CLAIMS  
ALTERNATIVE DISPUTE  
RESOLUTION OFFICE  
OF MARYLAND

HCA NO.

STATEMENT OF CLAIM

Plaintiff, AJ, by counsel, file this claim against Defendants Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Joy Horvath-Cosper ("Defendants"), jointly and severally, and, as grounds therefore, respectfully states the following:

INTRODUCTION

1. This is a claim for medical malpractice in which Plaintiff, known anonymously by her initials "AJ," was a patient of Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Horvath-Cosper. The Defendants entered into a healthcare provider-patient relationship with Plaintiff, and during and after a medical procedure, Plaintiff was injured by Defendants' medical negligence, gross negligence, and other tortious harms.

## PARTIES

2. At all times relevant hereto, Plaintiff AJ was a resident of Maryland.
3. On information and belief, at all times relevant hereto Defendant Planned Parenthood was a medical provider licensed in the State of Maryland to provide medical treatment to patients in Maryland and did engage in the practice of medicine.
4. On information and belief, Defendant Planned Parenthood of Metropolitan Washington DC, Inc., was a medical provider licensed in the State of Maryland to provide medical treatment to patients in Maryland and did provide such medical treatment.
5. On information and belief, Dr. Diane Horvath-Cosper was a medical provider licensed in the State of Maryland to provide medical treatment to patients in Maryland and did provide such medical treatment.
6. On information and belief, at all times relevant hereto and particularly on or about January 28, 2016 and thereafter, Dr. Diane Horvath-Cosper was an employee or agent of Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

## FACTS

7. The amount of this Claim exceeds \$30,000.00 and the appropriate venue for this claim is Montgomery County, Maryland because Defendants caused injury to Plaintiff in Silver Spring, Maryland, and Defendants maintain principle places of business in Montgomery County, Maryland.
8. On or about January 28, 2016, AJ entered into a patient-healthcare provider relationship with Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Joy Horvath-Cosper at the Planned Parenthood facility located at 1400 Spring Street #450, Silver Spring, Maryland 20910.

9. On or about January 28, 2016, Defendant Dr. Horvath-Cosper M.D. was scheduled to perform the medical service of a dilation and evacuation procedure on Plaintiff AJ at Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.'s facility located at 1400 Spring Street #450, Silver Spring, Maryland 20910.

10. During the procedure on or about January 28, 2016, Dr. Horvath-Cosper caused several significant injuries to Plaintiff including two posterior uterine perforations approximately 1 to 1.5 centimeters in size, tore and denuded the right broad ligament and the posterior right peritoneal surface near the right cornual area, destroyed and evacuated Plaintiff's right ovary, right fallopian tube, portions of Plaintiff's uterus, a portion of Plaintiff's appendix, and other tissues.

11. During the procedure on or about January 28, 2016, Dr. Horvath-Cosper, M.D. owed a duty to Plaintiff to perform the procedure within an acceptable standard of medical care within the medical community and Dr. Horvath-Cosper, M.D. breached such standard of care by perforating Plaintiff's uterus, destroying and evacuating her right ovary and fallopian tube, destroying and evacuating a portion of Plaintiff's appendix, and causing the Plaintiff other physical injury.

12. As a direct and proximate result of Dr. Horvath-Cosper's breach of the applicable standard of medical care, which resulted in the foregoing list of injuries to Plaintiff, the Plaintiff:

- 1) suffered conscious pain and suffering in the past and will suffer conscious pain and suffering into the future,
- 2) incurred past and future lost wages,
- 3) suffered loss of earning capacity in the past and into the future,
- 4) suffered loss of household services in the past and into the future,
- 5) incurred medical expenses in the past and will incur future medical expenses,
- 6) suffered mental



anguish, 7) suffered permanent physical injuries and disfigurement, and, 8) was required to undergo additional medical procedures and has sustained other damages.

13. On or about January 28, 2016, after Dr. Horvath-Cosper injured Plaintiff at the Planned Parenthood facility, the facility and Defendants did not have a proper emergency plan in place in the event of an injury such as the Plaintiff's injuries.

14. Defendants' conduct after Plaintiff was injured demonstrated a reckless indifference and a complete lack of care to Plaintiff's rights by not promptly and properly transferring Plaintiff to a facility that was able to treat her injuries; Defendants should have had a policy in place to handle such injuries; the lack of such policy was ratified by Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

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16. Suburban Hospital transferred Plaintiff to Shady Grove Hospital wherein Plaintiff received lifesaving surgery and other care.

17. Surgeons at Shady Grove hospital repaired the lacerations and perforations in Plaintiff's uterus, inspected and repaired the denuded and damaged ligaments, performed an appendectomy, stopped multiple sources of bleeding, and closed AJ's abdomen and a sonogram technician was utilized to view the interior of AJ's uterus. The sonogram revealed that Planned Parenthood did not complete the dilation and evacuation procedure and that the placenta and

fetal calvarium remained. The Shady Grove doctors completed the evacuation of the remaining products of conception under guidance of sonogram.

18. After Plaintiff was released from Shady Grove Hospital, Plaintiff attempted to contact Defendants to receive follow up care as offered by Defendants and as instructed. Defendants failed or refused to respond to Plaintiff, placed Plaintiff on hold for several hours, and did not respond to Plaintiff's requests. This policy and conduct was ratified and adopted by Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

19. All of the injuries and damages sustained by the Plaintiff were the direct and proximate result of the negligent actions of Dr. Horvath-Cosper, Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., or their staff or agents; such injuries were caused without any act or omission on the part of Plaintiff directly thereunto contributing.

20. Plaintiff did not assume the risk of her injuries.

21. On or about May 10, 2017, Plaintiff filed a claim against all Defendants with the Health Care Alternative Dispute Resolution Office with the required Certificate of Qualified Expert, Expert Report, and Election to Waive Arbitration. (Exhibit 1 and Exhibit 2 attached hereto and incorporated by reference herein).

#### **COUNT I: NEGLIGENCE - MEDICAL MALPRACTICE**

22. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in Paragraphs 1-21 above.

23. Dr. Horvath-Cosper M.D. deviated from the acceptable standard of medical care during the dilation and evacuation procedure that she performed on Plaintiff on or about January 28, 2016 and that such deviation was the direct and proximate cause of the perforations of Plaintiff's uterus, destruction and evacuation of Plaintiff's right ovary, right fallopian tube,

portions of Plaintiff's uterus, a portion of Plaintiff's appendix, and other tissues and Dr. Horvath-Cosper's deviation from the acceptable standard of medical care was the direct and proximate cause of all of the Plaintiff's injuries and damages alleged herein.

**WHEREFORE:** Plaintiff claims damages against Dr. Horvath-Cosper M.D. individually in an amount to be determined at trial, plus costs, and for any further relief that this Honorable Court determines necessary and appropriate.

**COUNT II: MEDICAL MALPRACTICE / RESPONDEAT SUPERIOR/AGENCY**

24. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in Paragraphs 1-23 above.

25. At the time that Dr. Horvath-Cosper injured Plaintiff, Dr. Horvath-Cosper was acting within the scope of her employment and agency with Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc.

26. Because of such employment and agency, Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc are liable, *respondeat superior*, for the injuries caused by Dr. Horvath-Cosper.

**WHEREFORE:** Plaintiff claims damages against Defendants Planned Parenthood and Planned Parenthood of Metropolitan Washington DC, Inc. for *respondeat superior / agency* liability for the damages caused by Dr. Horvath-Cosper in an amount to be determined at trial, plus costs, and for any further relief that this Honorable Court determines necessary and appropriate.

**COUNT III: GROSS NEGLIGENCE**

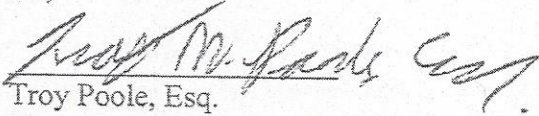
27. Plaintiff re-alleges and incorporates by reference herein all of the allegations contained in paragraphs 1-26 above.

28. Defendants' intentional failure to perform the manifest duty of having a reasonable policy in place to handle injuries such as Plaintiff's injuries, to communicate with patients after they have been injured, and to provide proper care to injured patients demonstrates a reckless disregard of the consequences of their conduct, policies, failure of policy, and ratification.

**WHEREFORE:** The Plaintiff claims compensatory damages against Defendants Planned Parenthood, Planned Parenthood of Metropolitan Washington DC, Inc., and Dr. Diane Joy Horvath-Cosper, jointly and severally, and for punitive damages against Defendants jointly and severally, in such amounts as to be determined at trial, plus costs, and for any further relief that this Honorable Court deems necessary and appropriate.

Respectfully submitted,

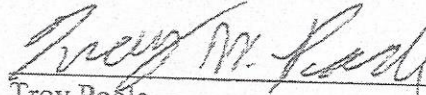
AJ,

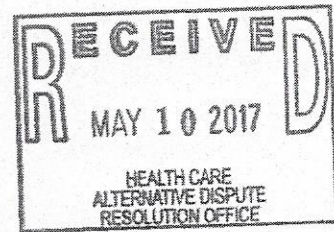


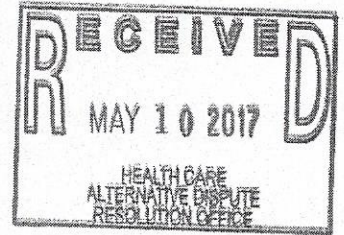
Troy Poole, Esq.  
The Poole Law Firm, PLLC  
8701 Georgia Ave, Suite 404  
Silver Spring, MD 20910  
Office 301-585-3014  
Fax: 888-426-1107  
twp@thepoolelawfirm.com  
*Counsel for AJ*

**REQUEST FOR A JURY TRIAL**

The Plaintiff, Pursuant to Maryland Rule 2-325, prays trial by jury on all issues.

  
Troy Poole





A.J.,

Claimant,

v.

**PLANNED PARENTHOOD,**  
1400 Spring Street #450  
Silver Spring, MD 20910

and

**PLANNED PARENTHOOD OF  
METROPOLITAN  
WASHINGTON DC, INC.,**  
1225 4th Street, N.E.  
Washington, DC 20002

and

**DR. DIANE JOY HORVATH-COSPER**  
1400 Spring Street #450  
Silver Spring, MD 20910

**Defendants / Health Care Providers.**

BEFORE THE  
HEALTH CLAIMS  
ALTERNATIVE DISPUTE  
RESOLUTION OFFICE  
OF MARYLAND

HCA NO. \_\_\_\_\_

**ELECTION FOR WAIVER OF ARBITRATION**

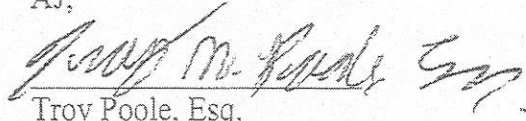
The Claimant, AJ, by counsel, files this Election for Waiver of Arbitration pursuant to Md. Cts. & Jud. Procs. Code Ann. § 3-2A-06B and for reasons in support thereof, respectfully states the following:

1. The Statement of Claim was filed on or about May 10, 2017.
2. The Claimant has elected to waive arbitration in the above captioned action.
3. The Claimant filed the Certificate of Qualified Expert and Expert Report pursuant to Md. Cts. & Jud. Procs. Code Ann. § 3-2A-04(b), with the Health Care Alternative Dispute Resolution Office on or about May 10, 2017.

4. After the filing of this election, it shall be binding on all parties.

Respectfully submitted,

AJ,



Troy Poole, Esq.

The Poole Law Firm, PLLC  
8701 Georgia Ave, Suite 404

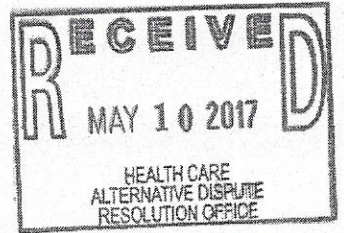
Silver Spring, MD 20910

Office 301-585-3014

Fax: 888-426-1107

[twp@thepoolelawfirm.com](mailto:twp@thepoolelawfirm.com)

*Counsel for AJ*



A [redacted] J [redacted]

Claimant,

v.

**PLANNED PARENTHOOD,**  
1400 Spring Street #450  
Silver Spring, MD 20910

and

**PLANNED PARENTHOOD OF  
METROPOLITAN  
WASHINGTON DC, INC.,**  
1225 4th Street, N.E.  
Washington, DC 20002

and

**DR. DIANE JOY HORVATH-COSPER**  
1400 Spring Street #450  
Silver Spring, MD 20910

**Defendants / Health Care Providers.**

**BEFORE THE  
HEALTH CLAIMS  
ALTERNATIVE DISPUTE  
RESOLUTION OFFICE  
OF MARYLAND**

**HCA NO.**

**CERTIFICATE OF QUALIFIED EXPERT  
Certificate of Merit and Report**

I, Daryl K. Boffard, hereby certify, attest, and affirm that:

1. I am a physician licensed to practice medicine in the State of New Jersey; I have been practicing obstetrics and gynecology, including performing abortions, since 1985 to present, including the 5-year period immediately prior to the time that Ms. A [redacted] J [redacted] was injured by Dr. Diane Joy Horvath-Cosper and Planned Parenthood.
2. I do not devote annually more than twenty percent (20%) of my professional activities to testifying in personal injury claims.
3. I am board certified by the American Board of Obstetrics and Gynecology.



4. I have reviewed the records in this case and I am of the professional opinion to a reasonable degree of medical probability that the care provided to Ms. A [redacted] J [redacted] by Dr. Diane Joy Horvath-Cosper departed from the applicable standards of care and such departure from the standards of care proximately caused substantial injury to Ms. A [redacted] J [redacted] as described in my Expert Report that is attached hereto and is hereby incorporated herein as if restated completely.

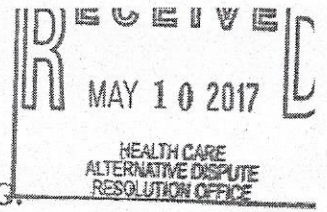
Daryl K. Boffard M.D.  
Daryl K. Boffard M.D. F.A.C.O.G.

4/18/2017  
Date

I hereby certify that the above Certificate of Merit and my attached Expert Report are true and correct to the best of my knowledge, information, and belief.

Daryl K. Boffard M.D.  
Daryl K. Boffard M.D. F.A.C.O.G.

4/18/2017  
Date



EXPERT REPORT OF DARYL K. BOFFARD, M.D., F.A.C.O.G.

I, Daryl K. Boffard, hereby certify, attest, and affirm that:

1. I am a physician licensed to practice medicine in the State of New Jersey; I have been actively practicing, in a clinical environment, obstetrics and gynecology, including performing abortions, from 1985 to present.
2. The current case involves the specialty of obstetrics and gynecology.
3. I am board certified by the American Board of Obstetrics and Gynecology and I am a Fellow of The American Congress of Obstetricians and Gynecologists.
4. I further attest that Dr. Diane Joy Horvath-Cosper's care departed from the applicable standards of care and such departure from the standards of care proximately caused substantial injury to Ms. A [REDACTED] J [REDACTED] as described herein.
5. I have reviewed the medical records regarding the medical services provided to Ms. A [REDACTED] J [REDACTED] on January 28, 2016 through approximately February 2, 2016 including the medical records from the Planned Parenthood facility at 1400 Spring Street, Suite 450, Silver Spring, Maryland 20910, from Suburban Hospital, 8600 Old Georgetown Road, Bethesda, Maryland 20814, and Shady Grove Adventist Hospital at 9901 Medical Center Drive, Rockville, Maryland 20850 regarding Ms. A [REDACTED] J [REDACTED]
6. I further attest that after reviewing the above listed records, it is my opinion, within a reasonable degree of medical probability, that Dr. Diane Joy Horvath-Cosper deviated from the applicable standard of care and such deviations proximately caused substantial injury to Ms. A [REDACTED] J [REDACTED]
7. The standard of care in performing a dilation and evacuation procedure is as follows:

- a. Assessing the patient's risk and deciding whether a candidate for hospital based versus outpatient care.
  - b. Providing detailed informed consent enumerating the potential risks of the procedure.
  - c. Obtaining a signed consent form.
  - d. Preparing the patient's cervix for the procedure using either mechanical or pharmacologic means, often requiring a two-day time span to accomplish for maximum cervical dilation.
  - e. Performance of the procedure under sonographic guidance to avoid uterine perforation.
  - f. Verification that all products of conception have been removed, either by sonographic demonstration or manual examination of the uterine contents.
  - g. Close observation of the patient's vital signs post-operatively, ascertaining homeostasis prior to being discharged.
  - h. Expeditious medical back-up in the event of a complication with a documented plan in place for facilitating transport to a nearby hospital. Having privileges at a local hospital to provide emergency medical/surgical care as needed.
8. Dr. Diane Joy Horvath-Cosper deviated from the applicable standard of care because she caused perforations in Ms. J. [REDACTED] uterus, evacuated and destroyed Ms. J. [REDACTED] right fallopian tube and right ovary, evacuated a portion of her appendix, and extracted or damaged other portions of Ms. J. [REDACTED] abdomen as described in the Shady Grove medical records.

9. Additionally, the physical characteristics of the patient including an elevated BMI which categorized her as an ASA III by the anesthesia personnel at Planned Parenthood should have disqualified Ms. J. [REDACTED] from having this procedure as an outpatient in their facility.
10. No documentation by Dr. Horvath that Ms. J. [REDACTED] procedure was performed under ultrasound guidance.
11. The technical notation that the patient's cervix was dilated to size 63 French, but that only a size 11 suction cannula was used during the performance of the procedure. It is an additional departure from the standard of care when performing a D&E procedure to use a size 11 suction cannula when a patient's cervix is dilated to size 63 French. In this instance, at least a size 16 suction cannula would be indicated.
12. No informed consent obtained from the patient in the records provided by Planned Parenthood. A detailed list of the possible complications would be particularly applicable in a second trimester procedure. Ms. J. [REDACTED] went in for a second trimester pregnancy termination and ended up losing her right tube, ovary, appendix and being exposed to multiple units of blood and blood products.
13. No signed consent form in the records provided by Planned Parenthood.
14. I further attest that such deviations from the standard of care proximately caused Ms. J. [REDACTED] to suffer an unnecessarily adverse outcome which could have been avoided. In addition, she was transported to 2 different hospitals while in a compromised condition because the first hospital, Suburban, did not take care of pregnant patients above a certain number weeks of gestation. Suburban Hospital even documented a fetal heart rate of 156 bpm, which was unlikely, since the removal of the fetus was complete save for the calvarium (head).

15. To properly perform the dilation and evacuation procedure within the applicable standard of care, Dr. Horvath-Cosper:

- a. Should have disqualified Ms. J. [REDACTED] from receiving this procedure as an outpatient because of her BMI;
- b. Should have performed the D&E procedure under the guidance of ultrasound;
- c. Should have performed the D&E procedure without causing uterus perforations, without damaging and extracting Ms. J. [REDACTED] fallopian tube, ovary, and other tissues, other than the products of conception;
- d. Should have had a proper emergency plan in place and should have known Suburban Hospital's ability to take a patient in Ms. J. [REDACTED] condition and should have sent Ms. J. [REDACTED] to a facility that could immediately provide emergency care.
- e. Should have provided Ms. J. [REDACTED] with detailed informed consent which would have included the option of referral for an induced abortion which would have avoided compromise to Ms. J. [REDACTED] future reproductive capacity.

16. I believe within a reasonable degree of medical probability that the care provided by Dr. Diane Joy Horvath-Cosper was not in accordance with the standards of practice among similarly situated OBGYN and abortion providers with similar training and experience at the time that Dr. Horvath-Cosper performed the D&E procedure on Ms. A. [REDACTED] J. [REDACTED] and that such deviation from the standard of care proximately caused the above stated injuries to Ms. A. [REDACTED] J. [REDACTED]

17. This report is not intended to be a complete or final statement of my opinions, I reserve the right to expand, modify or otherwise amend this report as the discovery process proceeds.

18. I do not devote annually more than twenty percent (20%) of my professional activities to testifying in personal injury claims.

19. This report is prepared in conjunction with the Certificate of Qualified Expert which is incorporated herein by this reference.

Daryl K. Boffard MD  
Daryl K. Boffard M.D. F.A.C.O.G.

4/18/2017  
Date

# **EXHIBIT #2**

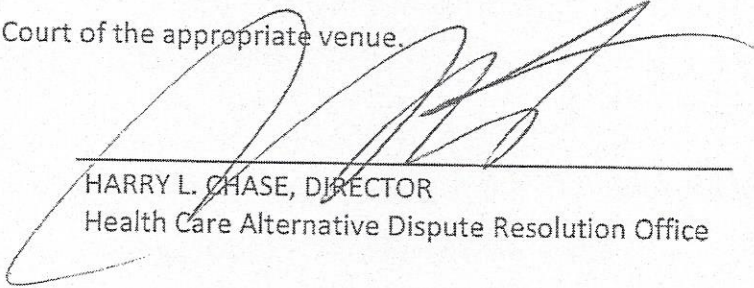
A.J.		*	BEFORE THE
		*	
	Claimant	*	HEALTH CARE
		*	
vs.		*	ALTERNATIVE DISPUTE
		*	
		*	RESOLUTION OFFICE
		*	
PLANNED PARENTHOOD, et al.		*	
		*	
	Health Care Providers	*	HCA No.: 2017-222
		*	

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ORDER OF TRANSFER

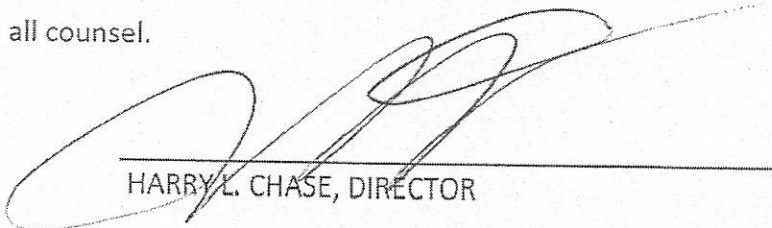
The Claimant, by and through counsel, having elected a Waiver of Arbitration under the provisions of Annotated Code of Maryland, Courts and Judicial Proceedings, Article, § 3-2A-06B, it is this 12<sup>th</sup> day of May, 2017, by the Health Care Alternative Dispute Resolution Office,

ORDERED, that this case shall be and is hereby, transferred to the United States District Court, or to the Circuit Court of the appropriate venue.

  
 \_\_\_\_\_  
 HARRY L. CHASE, DIRECTOR  
 Health Care Alternative Dispute Resolution Office

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the above ORDER OF TRANSFER have been mailed, postage prepaid, to all counsel.

  
 \_\_\_\_\_  
 HARRY L. CHASE, DIRECTOR