

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

BIANCA COONS AND CHRISTOPHER RUIZ,

PLAINTIFFS,

vs.

CASE NO. D-202-CV-2019-01326

PLANNED PARENTHOOD OF ALBUQUERQUE, INC.,
aka PLANNED PARENTHOOD OF THE ROCKY
MOUNTAINS, aka ALBUQUERQUE SURGICAL HEALTH
CENTER, ANY OF ITS AFFILIATES;
DOCTOR (JANE DOE) HAN, J. MCKAY, CNP;
M. KOSTON, RN; R. TRELION, RN;
PLANNED PARENTHOOD OF THE GREAT NORTHWEST
AND HAWAIIAN ISLANDS, ANY OF ITS AFFILIATES;
TOBY DAVID, MD, and ST. ALPHONSUS MEDICAL
CENTER OF BOISE IDAHO,

DEFENDANTS.

**COMPLAINT FOR MEDICAL NEGLIGENCE, NEGLIGENCE,
BREACH OF CONTRACT AND UNFAIR TRADE PRACTICES,
VIOLATION OF FEDERAL LAW AND DAMAGES**

COME NOW Plaintiff's, Bianca Coons and Christopher Ruiz, individually and as parents on behalf of Mateo Kobe Ruiz (M.K.R.) through their attorney, John McCall, to file their Complaint against the above-named Defendants, for Medical Negligence, Negligence, Breach of Contract, Unfair Trade Practices, Violation of Federal Common and Statutory Law and Damages and for their Complaint state as follows:

Count I: Jurisdiction

1. Defendant, Planned Parenthood of Albuquerque, is a Domestic Non-Profit Corporation doing business in New Mexico and is also known as and has done business as Planned Parenthood of the Rocky Mountains and Albuquerque Surgical Health Center

2. Defendant, Doctor (Jane Doe) Han was a Doctor practicing medicine in Albuquerque, Bernalillo County, New Mexico and was the supervising physician of the care being provided to Plaintiff Bianca Coons. On information and belief Doctor Han was not registered with the New Mexico Medical Board of Review.

3. Defendants J. MCKAY, CNP; M. KOSTON, RN; and R. TRELLION, RN were on staff in Albuquerque, New Mexico and responsible for the monitoring and communications with Plaintiff Bianca Coons and physician Dr. Toby David of St. Alphonsus Medical Center in Boise, Idaho and are material to this Complaint.

4. Defendants St. Alphonsus Medical Center and Doctor Toby David were located in Boise Idaho and took all actions relevant to this complaint in Boise Idaho. St Alphonsus is a registered corporation doing business in the State of Idaho. Doctor David was a physician in Idaho working for St. Alphonsus.

5. Defendant Planned Parenthood of the Great Northwest and Hawaiian Islands (PPGN) was also registered to do business in the State of Idaho and took actions related to this Complaint in the State of Idaho. PPGN is also an affiliate of PPRM and the two share agency and similar interests both business and philosophical.

6. The incidents which are the subject of this claim occurred in the City of Albuquerque, Bernalillo County, State of New Mexico and Boise, Boise County, Idaho.

7. This action is being brought for Negligence, Torts, Medical Negligence and Statutory violations pursuant to Federal Law, New Mexico Law and Idaho Law. Venue and Jurisdiction lie in New Mexico as it is the locus of at least one of the parties, PPNM and the majority of the events herein occurred in Albuquerque, New Mexico.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

8. On February 12, 2016, Bianca Coons and Christopher Ruiz, parents of two young infants, went to Planned Parenthood of Albuquerque aka Albuquerque Surgical Health Center and Planned Parenthood of the Rocky Mountains at 701 San Mateo Blvd., NE, Albuquerque, New Mexico, and sought to have a Medically Assisted “MAB” or nonsurgical abortion due to the extreme poverty they were experiencing at the time and the inability to add a third child to their family of four.

9. A Patient Agreement was executed by the parties on February 12, 2016 for services to be provided by Planned Parenthood to Plaintiff Bianca Coons.

10. Dr. (Jane Doe) Han was the supervising physician in charge of Plaintiff Bianca Coons care along with the staff of CNP and RN’s at the Planned Parenthood Albuquerque Surgical Center.

11. Ms. Coons was approximately 5 to 6 weeks into her pregnancy at the time she presented for the “MAB”. She informed the staff she and her family were traveling from Idaho to New Mexico for this procedure so it could be done quickly before the fetus grew any bigger as Idaho had a wait period that would result in the baby being much more advanced in development. Her family had used all economic resources available to them at the time to pay the \$400 fee for the abortion and to make the trip.

12. The prescribed regimen of Misoprostol was provided and Ms. Coons consumed the medication in front of PPRM staff and then was given instruction for further oral administration. The family then returned to Boise, Idaho.

13. On February 13th, Ms. Coons was experiencing severe nausea, dizziness and felt very weak. She presented to the emergency room at St. Alphonsus Hospital in

Boise Idaho and was seen and evaluated by Dr. Toby David. Following the evaluation and examination, the hospital staff informed Ms. Coons that her “baby was fine, in position with a strong heartbeat”.

14. On February 13, 2016, the “on Call Nurse giving Report,” identified as ‘Kerry,’ noted a call from Dr. Toby David from St. Alphouns Medical Center in Boise Idaho stating he was treating Ms. Coons for dehydration and wanted to make sure they should continue with Misoprostol.

15. “Kerry” noted her recommendations in the clinic call report of her call with Dr. Toby David, that she was “advised to still take Misoprostol and stay hydrated, call PRN if there are any further issues”. “Kerry” further noted on that record that “no further follow-up is indicated,” a reference corroborated by comments to Ms. Coons that the abortion was working and would not fail. These statements were not grounded in any factual basis.

16. On February 15, 2016, Ms. Coons spoke with a “J. McKay, CNP”, of Planned Parenthood of Albuquerque (PPRM), who noted Ms. Coons symptoms and advised Ms. Coons to follow up as scheduled and to provide a blood sample to determine HCG levels and proceed as determined by the HCG levels. Ms. Coons requested another MAB if pregnant but could not return to New Mexico from Idaho at the time nor did she have the funds to pay for any further procedures.

17. Ms. Coons agreed to, and did have, the bloodwork done as instructed which determined the pregnancy was still viable.

18. On February 16, 2016, “L. Trellion, RN” spoke with Ms. Coons to follow up on her condition. Ms. Coons at that time reported “still feeling pregnant.” RN

Trellion informed Ms. Coons that occasionally another dose could be called in or arrangements made for a suction procedure if next blood work indicates the pregnancy is persisting.

19. The contract entered into between Coons and PPRM provided the PPRM would provide all necessary follow up report. The Contract referenced the provider as playing this role. In the contract the “provider,” Planned Parenthood, was not defined or distinguished as between one Planned Parenthood agency and another.

20. Plaintiff Coons was instructed that she could return to New Mexico where another procedure would be paid for, however if she remained in Idaho, she would be responsible for the payment for any additional procedure(s) performed in Idaho.

21. Mr. Ruiz and Ms. Coons repeatedly informed PPRM, Albuquerque that they did not have additional funds for another procedure after the failed procedure and requested that Planned Parenthood include the additional treatment needed to complete the abortion in the cost of the original payments for the MAB since the first one had failed and the contract provided that PPRM would, as the provider, provide follow up to complete the abortion.

22. On March 3, 2016, “M. Coston, RN” from the Planned Parent Surgical Center spoke with Ms. Coons who informed her that she was still pregnant and did not have the funds for a second round of the abortion protocol. The fetus had now developed to somewhere around nine weeks. Ms. Coons could not morally sanction further action to terminate the fetus as this was the original reason she had travelled to New Mexico in consideration of her choice to terminate the fetus while it was relatively undeveloped at under 6 weeks.

23. Ms. Coons further informed RN Coston, that she was going to an OB-GYN, and, at this point, she felt impelled to keep the pregnancy after what had occurred.

24. On March 3, 2016, Planned Parenthood of Albuquerque sent Ms. Coons an MAB follow up letter informing her that Misoprostol can cause birth defects. No further arrangements to follow up with Ms. Coons were made.

25. As a result of the failed MAB, the child Mateo Kobe Ruiz was born on August 28, 2016.

Count I: Medical Negligence

26. The foregoing paragraphs are incorporated by reference as if set forth with particularity.

27. That on or about February 12, 2016, within the city of Albuquerque New Mexico, the Defendant, Dr. Han and nursing staff of Planned Parenthood Albuquerque agreed to perform a no surgical abortion with Plaintiffs and to provide all services necessary to ensure the abortion would be safe and effective.

28. Plaintiff, Bianca Coons visited Planned Parenthood of Albuquerque and experienced Medical Malpractice involving a failed medical abortion which resulted in the birth of a child on August 28, 2018.

29. Defendant Dr. Han and the nursing staff of Planned Parenthood of Albuquerque were supposed to, and were contracted to, provide the medical nonsurgical abortion.

30. While the procedure was underway, Plaintiffs traveled back to Idaho and sought support services and additional medical help to address problems with the abortion and to address dangers to the unborn fetus. Planned Parenthood of Albuquerque

failed to address the problems involved and sought further payment from the Plaintiffs to complete the contracted services in Idaho at their affiliate PPGN.

31. Following communications with providers in Bosie, Idaho, Defendant “Kerry” from the Albuquerque Planned Parenthood Surgical Center further noted on the February 13, 2016 record of communications with Dr. Toby David of St. Alphonsus, that “no further follow-up is indicated.” Further follow up was required.

32. As a result of Defendant’s Doctor Han, Doctor David, St. Alphouses, PPRM, and PPRM nursing staff members cited herein and their medical negligence, the MAB abortion failed and resulted in the pre-mature birth of a jaundiced and ill male child.

33. As a result of the failure of Defendant Doctor Han, PPRM and the aforementioned Defendant nursing staff members, to properly follow through with and administer the non-surgical abortion in this matter, the Plaintiffs in this matter experienced trauma as a result of the incident, lived in fear and concern first, with regard to the health of the Mother and the lack of success of the abortion and then with fear and concern for the Fetus that it would be born with birth defects or might develop health issues later in life.

34. As a result of the failed pregnancy termination procedure and the failure of Dr. Han, PPRM, Doctor David and St. Alphouses and the PPRM nursing staff to follow up on the procedure, Plaintiff Bianca Coons further suffered from a premature birth more than a month earlier than the original projected due date. The male child was born with jaundice and blood sugar issues.

35. As a result of the failure of Defendants PPRM, Doctor Han and

aforementioned medical staff in providing a non-negligent medical abortion, Plaintiffs incurred additional needed services and expenses. The Defendant's failure to properly supervise and administer the abortion service directly resulted in the failure of the pregnancy termination which resulted in injury to Plaintiff's interests in family planning and their interests in financial planning for the future of their family.

36. The Plaintiffs have suffered damages in the form of medical expenses for prenatal care, the medical expenses for the premature birth and care of the child (\$18,500.00) and damages for injury of the right to plan the size of Plaintiffs' family as well as damages in the amount of the cost of raising an additional unplanned child through college education (\$765,000.00).

COUNT II: NEGLIGENCE AND RESPONDEAT SUPERIOR

37. The foregoing paragraphs are incorporated by reference as if set forth with particularity.

38. Once Plaintiffs were in Idaho and it was clear the abortion procedure was failing, Defendants failed to follow through and sought further payment for the follow up services to be provided in Idaho. Defendants PPRM knew that Plaintiffs had travelled to New Mexico for the initiation of the procedure in a timely fashion and that Plaintiffs could not return to New Mexico for additional procedures there. Defendants ignored this factor and first informed Plaintiffs that the abortion procedure was working.

39. "Kerry" from the Albuquerque Planned Parenthood Surgical Center further noted on the February 13, 2016 record of communications with Dr. Toby David of St. Alphonsus, that "no further follow-up is indicated".

40. Upon being alerted to further complications, PPRM did not seek to

coordinate with Its Idaho affiliate for any follow up services that would be covered. The Defendant Nurses and on call staff of PPRM who are named in this Complaint each sought to assure Plaintiff and her medical provider that the MAB was working without any evidence to support their assertions other than the reported dehydration and bleeding of Plaintiff Coons.

41. The identified staff were working under the direction, supervision and control of Doctor Han and PPRM.

42. As a result of the negligence and failure to supervise by Doctor Han and PPRM, the Plaintiffs' MAB failed and the fetus and mother were affected. The Plaintiffs were deprived of an effective family planning tool at a time when they were destitute and attempting to maintain and limit the size of their family.

43. The Plaintiffs further suffered from the loss of the ability to financially plan their family and to receive an effective family planning procedure under New Mexico, Idaho and Federal law. The Defendant's negligence directly contributed to Plaintiffs' inability to further plan their family's financial future and resulted in pecuniary harm to Plaintiffs.

COUNT III - BREACH OF CONTRACT

44. The foregoing paragraphs are incorporated by reference as if set forth with particularity.

45. On February 12, 2016, Plaintiff Bianca Coons and PPRM entered into an Agreement in Albuquerque, New Mexico, whereby PPRM agreed to provide an MAB and all necessary follow up. This contract was entered into by PPRM knowing that Plaintiffs had travelled to New Mexico for one day to receive services from PPRM they

could not initiate with sufficient rapidity in Idaho.

46. The contract states that Plaintiff Bianca Coon would take Mifeprex “in my provider’s office” (provider being Planned Parenthood) on day one and Plaintiff would “take Misoprostol in my provider’s office two days after I take Mifeprex (Day 3).”

47. The contract also states at paragraph 14 that “I will do the following: . . . return to my providers office in 2 days (Day 3) to check if my pregnancy has ended. My provider will give me misoprostol if I am still pregnant.” The contract at paragraph 14 also provides for a visit on day 14 to be sure the pregnancy has ended and patient is well.

48. Finally, the contract (Patient Agreement) states that “I understand that if the medicines I take do not end my pregnancy and I decide to have a surgical procedure to end my pregnancy or if I need a surgical procedure to stop bleeding, my provider will do the procedure or refer me to another provider who will. I have that provier’s name and address and phone number.

49. The Abortion/Miscarriage management staff notes of Defendant PPRM generated by Defendant Doctor Han note that Plaintiff did not have a 14 day follow up appointment scheduled and further note that Plaintiff would “do HCG in Idaho.” Defendants also noted that the Plaintiff agreed to an “in-clinic” suction abortion procedure if the MAB failed. No additional cost is referenced in the contract for an “in-clinic suction abortion procedure.”

50. The staff notes further include that Patient would be responsible for costs of any care received at “an emergency facility or private provider.”

51. Plaintiff Patient sought the additional abortion procedures from the clinic provider, Planned Parenthood, and was told she would have to pay Planned Parenthood

of Idaho (an in-clinic suction abortion provider) or she would have to travel to New Mexico for further services included in her contract.

52. Neither PPRM or PPGN are emergency facilities or private providers as referenced in the contract and notes.

53. PPRM and PPGN provide in-clinic services and are Planned Parenthood Providers.

54. The client information for the informed consent portion of the contract states that “Misoprostol can cause serious birth defects if the pregnancy continues.”

55. Defendant entered into the contract that required Plaintiff to engage procedures three days and fourteen days thereafter in the offices of Defendant Planned Parenthood. The contract does not specify that the provider, Planned Parenthood, excludes Planned Parenthood in any state or municipality of the United States. The contract informed Plaintiff, as did the Doctor and PPRM staff, that Plaintiff could safely return to Idaho and complete the procedure with the support of Planned Parenthood and support she might have to pay for from “emergency” and/or “private” providers. Plaintiff was never informed at the time of signing, that the support she would receive from her contractual “provider” would require her to return to New Mexico for an additional MAB or an “in-clinic suction abortion procedure” that was provided in both New Mexico and Idaho by “Planned Parenthood.”

56. Plaintiff had specifically agreed to the in-clinic suction abortion procedure if the MAB did not work and had the reasonable expectation that Defendants would arrange for such procedure to be provided as part of the follow-up promised to Plaintiff in the event of the failure of the medical abortion procedure using misoprositol. If PPGN

could not provide this service due to law or other collateral events, this was not discussed with Plaintiffs in any way and was either misrepresented to them or omitted from the discussion despite Defendants' knowledge that she was only in New Mexico for one day.

57. As a result of Defendants PPRM, PPGN, Doctor Han, their agents and any other parties to the contract with Plaintiffs breach of their contract with Plaintiffs, the Plaintiffs suffered damages in the form of the inability to plan their family size and in the form of expenses and costs that Plaintiffs were denied the right to prepare and plan for, inclusive of the costs of birthing and raising the child that was born subsequent to the failed MAB and failed follow up by Defendants.

**COUNT IV: MISREPRESENTATION, FRAUD, NEGLIGENT
MISREPRESENTATION AND UNFAIR TRADE PRACTICES – NEW MEXICO
AND IDAHO**

58. All paragraphs herein are incorporated by reference as if set forth with particularity.

59. The Defendants attempted to twice charge the Plaintiffs for services that were not properly administered the first time. Defendants also failed to take actions to protect Plaintiffs from the negative effects of the medicine's used in the procedures for the MAB and with respect to Ms. Coons dehydration.

60. Defendants PPRM and PPGW represented themselves as Planned Parenthood, an organization with national reach and services. Plaintiffs were deceived into thinking that they could come to New Mexico and initiate the MAB and then return to Idaho without losing access to "Planned Parenthood Services."

61. As a result of the misrepresentations of Defendants, Plaintiff believed she was receiving medical services from a provider who was doing business in both Idaho

and New Mexico.

62. Defendants efforts to obtain payment for continuation of the same previously purchased MAB were an effort to “double charge” Plaintiffs for a service they had already paid for and were, therefore a violation of the New Mexico Unfair Practices Act and a violation of the Idaho Unfair Trade Practices Act.

63. Defendant’s misrepresentations of the services to be provided, the reach of their service area and provisions for follow up on the MAB are also the basis for common law claims of misrepresentation, Negligent misrepresentation and fraud.

64. Plaintiffs are entitled to treble damages for the Defendants unfair trade practices, to punitive damages and to attorneys fees for the same and in the alternative Plaintiffs are entitled to the same damages for Common law violations of misrepresentation.

65. Defendants Unfair Trade Practices also included advertising a service and failing to provide said service and misleading Plaintiffs to believe they had purchased the services Defendant Planned Parenthood of the Rocky Mountains was advertising or promoting to Plaintiffs.

66. On information and belief, Defendant Planned Parenthood of the Great Northwest and Hawaiian Islands conspired to violate the Unfair Trade Practices Act with Defendant Planned Parenthood of the Rocky Mountains, by refusing to honor the prior contractual arrangement made with Planned Parenthood to provide the MAB and all reasonable support for the MAB, which should have included providing the additional services associated to the MAB; the continuation of the MAB prescription protocol initiated in New Mexico and provision of “in-clinic suction abortion procedures” needed

to complete the MAB effectively as provided for in the contract between Plaintiff and Defendant PPRM and its affiliates.

67. Defendants failed to define the term provider and insinuated or outright asserted that only “emergency” services and “private provider” services would have to be paid for by Plaintiff in her efforts to have an abortion on little or no money.

68. Individuals obtaining abortions often have little or no economic resources and Defendants are well aware of this fact. Despite this awareness, Defendants misled Plaintiff into believing she would not be at risk in Idaho if she needed additional procedures and they failed to inform her she would have to come back to New Mexico for the procedures to be completed. Defendants took advantage of Plaintiffs Ruiz and Coons’ inferior bargaining position in that they were near the end of the period for receiving a MAB, Coons did not wish to abort a larger fetus and they had to travel to obtain an abortion while under financial duress.

69. Plaintiffs are entitled to damages from Defendants PPRM and PPGN for their multiple violations of the New Mexico and Idaho Unfair Practices Acts and for attorneys fees and other costs and damages that may be determined by the Court.

COUNT V – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
CHRISTOPHER RUIZ

70. Plaintiffs incorporate all other paragraphs herein as if stated herein.

71. Mr. Ruiz was the spouse of Ms. Coons and father of Baby Ruiz. Mr. Ruiz was forced to go through the suffering of seeing his future wife pregnant with a child with potential birth defects during the pregnancy. Ms. Coons was also very sick from the procedure itself and during the pregnancy as a result of the procedure.

72. Mr. Ruiz’ is constitutionally protected under New Mexico Law from any

injury or interference with his right and in his interest in limiting the size of his family and further suffered injury and damages as a result of the failed procedure and birth of Baby Ruiz.

73. Mr. Ruiz continues to suffer from guilt, severe anxiety and emotional distress day to day in fear that his son could develop latent affects from the Misoprostol, Zotran and/or other drugs administered in the failed nonsurgical abortion and this has been indicated by the child's pediatrician.

74. Mr. Ruiz and Ms. Coons are entitled to damages for Emotional Distress caused by witnessing the premature birth of their child, the child's illness at birth and the continuing injury of knowing the child may carry a defect or injury into adulthood as a result of their involvement in the Defendants' failure to follow up on the MAB as outlined in other paragraphs herein. Plaintiff's damages should be established as an amount to address the pain and suffering they have suffered watching the birth and engaging in the process of re-enlivening their relationship.

COUNT VI: FEDERAL AND STATE COMMON LAW - MISPRESCRIPTION

75. Plaintiffs incorporate all proceeding paragraphs as if stated herein.

76. Defendants administration of the controlled substances (Mifeprex and Misoprotal) in this matter is regulated by Federal Law.

77. Defendants failed to follow requirements for ensuring that Plaintiff Coons and Plaintiff baby Ruiz were protected from birth and/or other latent defects that could result from Mifeprex and Misoprositol. Specifically, Plaintiffs failed to follow their own prescription requirements as outlined in the contract with Plaintiffs that the use of the medications would occur in the offices of Defendants under their supervision. Defendants

attempted to supervise the administration of the prescriptions through nurse practitioners who failed to request proper medical information from Doctor David at St. Alphouses and who asserted that the abortion procedure was functioning properly when it was not.

78. Defendants PPRM and Doctor Han failed to coordinate with their affiliate in Idaho, PPGN, in ensuring the proper administration and follow up of the MAB.

79. Defendant PPGN failed to follow up with Plaintiff in providing access to its facilities for the safe administration of the prescriptions given to Plaintiff Coons.

80. This failure caused damages to Plaintiff Coons and Baby Ruiz and also caused Plaintiff Christopher Ruiz to suffer damages including severe emotional distress and his right and ability in limiting the size of his family.

WHEREFORE, Plaintiffs Bianca Coons and Christopher Ruiz, individually and as parents on behalf of MKR, pray for judgment against the Defendants, jointly and severally, in the following particulars: for a sums to be determined for damages against Planned Parenthood of Albuquerque a/k/a Planned Parenthood of the Rocky Mountains and its affiliates, Doctor Han, the staff Defendants named herein, Planned Parenthood of the Great Northwest and Hawaiian Islands, St. Alphouse Medical Center and Doctor Toby David; such damages to include:

- A. Damages for failure to provide a non-negligent medical procedure and family planning procedure to limit the size of Plaintiffs' Coons and Ruiz's family.
- B. Damages including the cost of prenatal care, birthing the child, raising the child to adulthood and providing for a college education.

- C. Damages for breach of contract and unfair Trade Practices including the contract payment price, pecuniary damages, punitive damages, attorney fees and treble damages.
- D. Compensatory damages in the amount of \$765,000.00 for all of the aforementioned damages to be enhanced by punitive damages, treble damages and attorneys fees.
- E. Damages for violation of consumer protection laws and for misprescription and Negligent Infliction of Emotional Distress upon Bianca Coons and Christopher Ruiz for having to experience the emotional distress of witnessing their child born prematurely, jaundiced and sickly as a result of their choice to attempt the MAB and for future damages related to the emotional distress attendant to not knowing if MKR will develop an illness or defect stemming from the use of the drugs misprescribed by Defendants.
- F. and for such other and further relief as this Court deems just and proper.

Respectfully Submitted,

/s/ John A. McCall

John McCall,
Attorney for the Plaintiffs
500 Oak St. NE Suite 108
Albuquerque, NM 87102
Telephone: 505-256-1998

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

BIANCA COONS AND CHRISTOPHER RUIZ,

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TOBY DAVID, MD, and ST. ALPHONSUS MEDICAL
CENTER OF BOISE IDAHO,

COURT-ANNEXED ARBITRATION CERTIFICATION

Bianca Coons and Christopher Ruiz, through their attorney, John McCall, pursuant to Second Judicial District Local Rule 2-603, certify as follows:

____ This party seeks only a money judgment and the amount sought does not exceed twenty-five thousand dollars (\$25,000.00) exclusive of punitive damages, interest, costs and attorney fees.

 X This party seeks relief other than a money judgment and/or seeks relief in excess of twenty- five thousand dollars (\$25,000.00) exclusive of punitive damages, interest, costs and attorney fees.

Signature: _____ /s/ John McCall _____

Printed Name: John McCall _____

Law Firm: Law Works LLC _____

Address: 500 Oak St. NE, Ste. 108 _____

City/Zip: Albuquerque, NM 87106 _____

Phone/Fax: 505-256-1998, Fax: 505-255-7266 _____

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

FILED
2nd JUDICIAL DISTRICT COURT
Bernalillo County
2/11/2019
James A. Noel
CLERK OF THE COURT
Latoya Grayes

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DEFENDANTS.

JURY DEMAND

COME NOW, Plaintiffs, by and through counsel, John A. McCall, and respectfully requests a 6 (six) person jury in the above entitled case.

Respectfully Submitted:

/s/ John A. McCall

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