

COUNTY OF BERNALILLO
STATE OF NEW MEXICO
SECOND JUDICIAL DISTRICT COURT

**JAZEL WABBINGTON, individually and as
personal representative of the ESTATE of BABY
WABBINGTON,**

Plaintiffs,

vs.

No. D-202-CV-2023-09292

**CURTIS BOYD, M.D.P.C. d/b/a
SOUTHWESTERN WOMEN'S OPTIONS,
CURTIS W. BOYD, Individually, CARMEN
LANDAU, Deceased, THE ESTATE OF
CARMEN LANDAU, EMILY COHEN, M.D.
Individually,**

Defendants.

**COMPLAINT FOR MEDICAL MALPRACTICE,
MEDICAL NEGLIGENCE, WRONGFUL DEATH, AND UNFAIR TRADE PRACTICES**

COMES NOW the Plaintiffs, JAZEL WABBINGTON, individually and as personal representative of the ESTATE BABY WABBINGTON (hereinafter sometimes referred to as "Plaintiffs"), by and through their attorneys of record LAW OFFICE OF MICHAEL J. SEIBEL, PC (Michael J. Seibel) and THE LAW OFFICE OF JUSTIN K. HALL, PC (Justin K. Hall), and pursuant to the New Mexico Rules of Civil Procedure, hereby states for their complaint the following:

INTRODUCTION/JURISDICTIONAL ALLEGATIONS

1. Plaintiffs was, at all times material hereto, a resident of the City of Albuquerque, County of Bernalillo, State of New Mexico.
2. Plaintiff was appointed by the Second Judicial District Court as Personal Representative

of the Estate of Baby Wabington.

3. Defendant Curtis Boyd, M.D., P.C., was, at all times material hereto, a domestic for-profit New Mexico corporation doing business as “Southwestern Women’s Options”, 522 Lomas Boulevard NE in the City of Albuquerque, Bernalillo County, New Mexico, for the purpose of providing late term abortion services.

4. Defendant Curtis W. Boyd, M.D. (hereinafter sometimes referred to as “Boyd”) is a licensed doctor doing business in Albuquerque, New Mexico. Upon information and belief, Boyd supervises all employees of Defendant Southwestern Women’s Options.

5. Defendant, The Estate of Carmen Landau, M.D. (hereinafter sometimes referred to as “Landau”) was a licensed physician doing business in Albuquerque, New Mexico. Upon information and belief, Landau was employed by Defendant Southwestern Women’s Options prior to her death.

6. Defendant Emily Cohen, M.D. (hereinafter sometimes referred to as “Cohen”) is a licensed physician doing business in Albuquerque, New Mexico. Upon information and belief, Cohen is employed by Defendant Southwestern Women’s Options.

7. At all times material to this complaint, Defendant Curtis Boyd, M.D., P.C. d/b/a “Southwestern Women’s Options” (hereinafter sometimes collectively referred to as “SWO”), and its doctors (including Defendants Boyd, Landau, and Carr), nurses, nurses’ aides, employees, agents, and servants were not qualified health care providers under the New Mexico Medical Malpractice Act.

8. Because none of the Defendants are qualified health care providers as defined by the New Mexico Medical Malpractice Act, Plaintiffs are not required to comply with the prerequisites of the New Mexico Medical Malpractice Act for filing this lawsuit.

9. Personal jurisdiction of all parties, subject matter jurisdiction and venue are present and proper

in this state district court, County of Bernalillo, State of New Mexico.

GENERAL ALLEGATIONS

10. On or about December 8, 2020, Jazel Wabbington presented to Curtis Boyd, M.D. P.C. to seek medical assistance for a possible twenty- six (26) week abortion.

11. Jazel Wabbington was an active user of methamphetamines and used methamphetamines at the time of the visit.

12. Defendant, Curtis W. Boyd M.D.P.C., Carmen Landau and Emily Cohen knew or should have known of Jazel's use of methamphetamines as she had a prior abortion where they noted her use of methamphetamines.

13. Jazel Wabbington also told the counselor of her use of methamphetamines and the counselor placed that information in the notes.

14. The counselor noted that Jazel was anxious and avoided eye contact when she appeared for her interview.

15. Despite having knowledge of a substance abuse history and signs of intoxication of methamphetamine use, Defendants attempted to get informed consent from Plaintiff, Jazel Wabbington.

16. Jazel Wabbington could not legally give informed consent as she was intoxicated.

17. Plaintiffs attempted to get Jazel Wabbington to sign a consent to treatment to terminate pregnancy.

18. Despite having no legal capacity to consent, Jazel Wabbington signed the consent for medical treatment (A copy of the informed consent is attached hereto as Exhibit "A" and is incorporated by reference).

19. The informed consent attached as Exhibit "A" attempted to release liability for emotional distress.

20. The consent for termination of pregnancy attempted to release liability for emotional distress. Prospective releases of liability for medical negligence are void against public policy.

21. In addition, Jazel Wabbington wanted to release the baby's remains to Riverside Funeral Home to have services.

22. Jazel Wabbington signed a document on December 10, 2020, to release the baby Wabbington's remains to Riverside Funeral Home (A true and accurate copy is attached hereto as Exhibit "B").

23. Upon information and belief, Defendants, Boyd, Landau Cohen and SWO failed to transfer baby Wabbington's body to Riverside Funeral Home as promised. Upon information and belief, the body was placed in a medical waste container and destroyed.

24. The acts of the Defendants were so willful, wanton, and reckless they require the imposition of punitive damages.

COUNT I – MEDICAL NEGLIGENCE OF DEFENDANTS

25. Plaintiffs re-allege and incorporate herein as though set forth in full paragraphs 1 through 24 above.

25. Defendants, Dr. Carmen Landau, Dr Emily Cohen, Dr Curtis Boyd and Curtis W. Boyd, MD, failed to possess and apply the knowledge, skill and care ordinarily used by medical doctors acting under similar or same circumstances and giving consideration to the locality involved when they provided medical diagnosis, treatment, and care to Alani Harman.

26. Defendants Landau and Cohen, doctors specializing in late term elective abortion, were

negligent in his diagnosis, treatment, and care of Alani Harman, which negligence includes, but is not limited to, the following:

- a. Failure to recognize that Jazell Wabbington was not legally competent to give consent as she was intoxicated with Methamphetamine use.
- b. Failed to counsel or refer Jazell Wabbington the New Mexico Children Youth and families department for all of her options as being substance affected when pregnant.
- c. Failure to inform Jazelle Wabbington and obtain her proper consent while sober.
- d. Performed the abortion without proper informed consent

27. At the time of their negligent acts, Defendants, Dr Carmen landau, Emily Cohen, and Curtis W. Boyd, were acting within the scope and course of their employment, ownership or agency with Defendant, Curtis W Boyd MD, PC d/b/a Southwestern women's options.

28. Defendant, Curtis W Boyd MD, PC dba Southwestern Women's Options, is jointly and severally responsible for and jointly and severally liable for the actions, inactions, negligence or conduct of its doctors, staff or other employees who provided medical diagnosis, treatment, care to Jazel Wabbington.

29. As a proximate result of the negligence of Defendants, Dr. Carmen Landau, Dr Emily Cohen, Dr Curtis Boyd and Curtis W. Boyd, MD P.C d/b/a Southwestern Women's Options, Plaintiffs are entitled to damages against Defendants for: Wrongful Death of Baby Wabbington, past medical expenses; loss of earnings & benefits; loss of enjoyment of life; mental anguish; emotional distress; mental, physical, emotional and psychological pain and suffering and loss of consortium in an amount to be proven at the time of trial.

30. All of Plaintiffs' injuries, damages and wrongful death are due to the negligence and

carelessness of Defendants, without any contributing negligence on the part of Plaintiffs.

31. All of Plaintiffs' injuries, damages and wrongful death are due to the negligence and carelessness of Defendants, without any contributing negligence on the part of Plaintiffs.

COUNT II – RESPONDIAT SUPERIOR
Defendant Curtis W Boyd, MD PC d/b/a Southwestern Women's Options

32. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 31 as if stated fully herein.

33. At all times material hereto, Defendants, Dr. Carmen Landau, Dr Emily Cohen, Dr and Curtis W. Boyd, M.D. P.C. are employees, agent, servant, owner, officer and/or director of Defendant, Curtis W Boyd MD, PC dba Southwestern Women's Options, and/or authorized to practice elective abortions at the Curtis W Boyd MD, PC dba Southwestern Women's Options.

34. At all times material hereto, Defendants, Dr. Carmen Landau, Dr Emily Cohen, Dr Curtis Boyd and Curtis W. Boyd, MD, were acting within the scope of their employment and/or authorization with Defendant, Southwestern Women's Options.

35. Defendant, Curtis W Boyd MD, PC dba Southwestern Women's Options, had the right to control the manner in which the details of the work of Defendants, Dr. Carmen Landau, and Dr Emily Cohen, were to be performed at the time of the occurrence, even though the right of control may not have been exercised.

36. As a direct and proximate result of the negligence, and omissions of Defendant, Dr. Curtis W. Boyd, acting within the scope of Curtis W Boyd MD, PC dba Southwestern Women's Options of his employment and/or authorization with Defendant, Women's Southwestern Women's Options, Plaintiff is entitled to damages against Defendants for: past medical expenses; loss of earnings & benefits; loss of enjoyment of life; mental anguish; emotional distress; mental, physical, emotional

and psychological pain and suffering, in an amount to be proven at the time of trial.

37. All of Plaintiffs' injuries and damages are due to the negligence and carelessness of Defendants, without any contributing negligence on the part of Plaintiff.

COUNT III – UNFAIR TRADE PRACTICES

38. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 37 as if stated fully herein.

39. New Mexico Statute defines Unfair Trade Practices, in part, as follows:

"unfair or deceptive trade practice" means an act specifically declared unlawful pursuant to the Unfair Practices Act [57-12-1 NMSA 1978], a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services or in the extension of credit or in the collection of debts by a person in the regular course of his trade or commerce, which may, tends to or does deceive or mislead any person and includes:

(1) representing goods or services as those of another when the goods or services are not the goods or services of another;

(2) causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

(3) causing confusion or misunderstanding as to affiliation, connection, or association with or certification by another;

(4) using exaggeration, innuendo, or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive;

40. Defendant, Curtis W Boyd MD, PC dba Southwestern Women's Options, its agents and

employees have engaged in unfair trade practices by:

(A) Including provisions in its informed consent to release prospective liability for medical negligence despite knowing it was against public policy to do so;

(B) Attempting to persuade patients not to sue for malpractice;

(C) Disclaiming any liability for emotional distress against public policy;

(D) Attempting to prevent women and patients from suing for emotional distress;

(E) Attempting to persuade patients to release malpractice liability in contradiction with well settled law of New Mexico

(F) Offering funeral services for aborted babies without any intent to transfer the aborted babies to the funeral home.

41. As a result of the acts of Defendant, Southwestern Women's Options, Plaintiff has sustained damages in emotional distress, mental anguish, consequential damages, injuries, and other damages to be proven at trial.

42. Pursuant to *57-12-1 et seq. NMSA 2022* Plaintiffs are entitled to attorney's fees.

43. Pursuant to *57-12-1 et. seq. NMSA 2023* Plaintiffs are entitled to treble damages.

44. Plaintiff is entitled to an injunction against Defendants for the above-mentioned acts pursuant to 57-13-10(A)

COUNT IV – UNCONSCIONABLE TRADE PRACTICES

45. Plaintiff re-alleges and incorporate by reference paragraphs 1 through 44 as if stated fully herein.

45. New Mexico Statute defines "Unconscionable Trade Practice" as an act or practice in connection with the sale, lease, rental, or loan, or in connection with the offering for sale, lease,

rental, or loan, of any goods or services, including services provided by licensed professionals, or in the extension of credit or in the collection of debts which is to a person's detriment:

(A) takes advantage of the lack of knowledge, ability, experience, or capacity of a person to a grossly unfair degree; or

(B) results in a gross disparity between the value received by a person and the price paid.

46. At the time of her late term elective abortion procedure Jazel Wabbington did not understand that she was allegedly giving her rights away with regard to emotional distress in a document that contravenes public policy.

47. The alleged consent attempted to release the physicians prospectively in contradiction to public policy.

48. At the time of her elective abortion procedure, Jazel Wabbington did not know that she was free to seek medical assistance for medical complications at any medical facility.

49. At the time of her elective abortion procedure, Jazel Wabbington did not have the capacity to fully understand the consent agreement.

50. The actions of the Defendants took advantage of the lack of knowledge, ability, and capacity of Jazel Wabbington to an unfair degree.

51. Plaintiffs have sustained damages.

52. Plaintiffs are entitled to attorney's fees pursuant to The Unfair Trade Practices Act.

53. Plaintiffs are entitled to treble damages pursuant to the Unfair Trade Practices Act.

54. Plaintiff is entitled to an injunction.

COUNT V. INFORMED CONSENT

55. The Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 54 of the complaint as if set forth again fully herein.

55. Defendants, Dr Carmen Landau, Emily Cohen, and Curtis W. Boyd, have a duty to inform the patient of all material facts that may affect the person's decision to engage in their services.

56. At all times relevant, Defendants knew or should have known that Plaintiff, Jazel Wabbington had a long history of methamphetamine use and was intoxicated at the time she agreed to the abortion.

57. At all times relevant, Defendants Curtus W. Boyd, M.D. P.C., and Southwestern Women's Options, knew of Jazel Wabbington's Methamphetamine use.

58. Defendants knew or should have known that Jazel Wabbington was intoxicated with methamphetamines.

59. Defendants breached their duty to provide informed consent by the following acts:

1. Giving ineffective informed consent while Jazel Wabbington was intoxicated;
3. Terminating the life of Baby Wabbington without proper consent.

60. As a direct and proximate cause of the failure Defendants to provide proper informed Consent the Plaintiff, Jazel Wabbington, has incurred damages, pain and suffering, medical bills, emotional distress, mental anguish, and loss of property to be proven at the time of trial.

COUNT VI
WRONGFUL DEATH OF BABY WABBINGTON

61. Plaintiff realleges and incorporates by reference all allegations of paragraphs 1 through 60 as set forth again fully herein.

62. Baby Wabbington was a 26- week -old fetus and a person under the New Mexico Wrongful Death Statute.

63. This case has jurisdiction pursuant to the New Mexico Wrongful Death Statute.

64. Defendants, Dr. Carmen Landau, Dr Emily Cohen performed an abortion on Jazel Wabbington when she was intoxicated with methamphetamines.

65. Any informed consent given to Jazel Wabbington was ineffective as she was intoxicated.

66. The failure of informed consent resulted in an injury to Jazel Wabbington.

67. As a result of the lack of informed consent, baby Wabbington's life was illegally terminated.

68. The failure to secure informed consent prior to an abortion constitutes the wrongful death of Baby Wabbington by Defendants, Dr. Carmen Landau, Dr Emily Cohen, Dr and Curtis W. Boyd, M.D. P.C.

69. If not for the negligence of securing informed consent by Defendants, Baby Wabbington would be alive today.

70. The acts of the Defendants, Dr. Carmen Landau, Dr Emily Cohen, Dr and Curtis W. Boyd, M.D. P.C., entitle the Plaintiff to damages for wrongful death, loss of quality of life, loss of household services and pain and suffering for the death of Baby Wabbington.

71. The acts of Defendants were so willful, wanton, and reckless they require punitive damages.

COUNT VII
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

72. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 71 of the complaint as if set forth again full herein.

73. Plaintiff, Jazel Wabbington, has a right to freedom from severe emotional distress.
74. Defendants failed to provide proper informed consent.
75. The Defendants failure to return Baby Wabbington's body to the Plaintiff after she was denied the return of her baby's body.

COUNT VIII – LOSS OF CONSORTIUM

83. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 82 as if set forth fully herein.
84. As a direct and proximate result of the negligence and omissions of Defendants, Plaintiffs have been deprived of the companionship, company, and care of Jazel Wabbington.
85. As a direct and proximate result of the negligence and omissions of Defendants, Plaintiff has suffered and will continue to suffer a loss of consortium in an amount not presently determined, but to be proven at the time of trial.
86. All of Plaintiffs' injuries, damages and wrongful death are due to the negligence and carelessness of Defendants, without any contributing negligence on the part of Plaintiff.

COUNT IX NEGLIGENCE WITH THE DISPOSITION OF HUMAN REMAINS

76. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 75 of the complaint as if set forth again full herein.
77. In New Mexico, there is a right for the next of kin to dispose of the human remains of a family member.
78. Jazel Wabbington had a right to dispose of the baby Wabbington's body as she was the baby's natural mother.

79. Jazel Wabbington arranged with Curtis W. Boyd d/b/a Southwestern Women's Options to have baby Wabbington's remains taken to Riverside Funeral Home.

80. Defendants failed to transfer baby Wabbington's remains to the funeral home and subsequently disposed of the body.

81. As a result of the actions of Defendants, Jazel Wabbington has sustained damages for loss of property, mental anguish, emotional distress, and pain and suffering to be proven at trial.

82. The actions of the Defendants are so willful, wanton, and reckless it warrants the imposition of punitive damages.

COUNT X – PUNITIVE DAMAGES

87. Plaintiff re-allege and incorporates by reference paragraphs 1 through 86 as if set forth fully herein.

88. All of Defendants in this matter acted maliciously, wantonly and in obdurate disregard for the rights of Plaintiffs, justifying an award of compensatory and punitive damages on all counts.

CONCLUSION

WHEREFORE Plaintiff, Jazel Wabbington, individually and as personal representative of the Estate of Baby Wabbington, request special and compensatory damages and judgement against Defendants in an amount to be proven at trial, for their costs, prejudgment, and post-judgment interest, and for such other and further relief as may be permitted by law.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants for the following amounts:

- A. For damages to be proven at trial;
- B. For damages for emotional distress and mental anguish;

C. For Treble Damages under the New Mexico Unfair Trade Practices Act;

D. For punitive damages;

D. For reasonable costs and attorney's fees.

E. For an injunction against Curtis W. Boyd d/b/a Southwestern Women's Options prohibiting Defendants from prospectively limiting malpractice liability and emotional distress liability.

Respectfully submitted,

LAW OFFICE OF MICHAEL J. SEIBEL

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&

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Attorneys for Plaintiffs

INFORMED CONSENT for TERMINATION OF PREGNANCY.

MEDICATIONS AND OTHER MEDICAL SERVICES

Southwestern Women's Options ("the Clinic") is the office of Curtis Boyd, M.D., P.C.

Date: 12-8-2020

I, Jazel Wabbington am asking the doctors of the Clinic to perform a pregnancy termination for me. I understand that the purpose of this procedure is to stop my pregnancy so it will not end in childbirth or to remove a pregnancy from my uterus that is no longer viable. Having this procedure performed is my own decision. No one is threatening me or forcing me to terminate this pregnancy or to have this procedure performed at the Clinic. I made the decision to have this procedure because I believe that it is the best choice for me.

I give my permission for any tests, procedures or medications that the Clinic doctors think I should have either for my pregnancy termination or for care of any complications that may occur. I give my permission for the Clinic doctors or staff to give me whatever medications they believe necessary for the safe completion of my termination of pregnancy.

I understand that a doctor or medical student from a teaching hospital may be observing and/or participating in the performance of my abortion procedure to which I give my consent.

I do NOT give my permission for the following procedure (s) to be performed or medication (s) to be administered. (Please write "N/A" if this is not applicable) N/A

The information I have given the Clinic about my medical history is true. I have included in my medical history significant illnesses, surgeries, pregnancies, drug use, medication use, allergies, bad reactions to any medication, or any other medical facts about me. The Clinic doctors can rely on my medical history as being true and complete.

I understand that the age of my pregnancy is determined by my medical history and ultrasound measurements taken here in the clinic. Based on this information, the doctors will recommend what method they will use for my pregnancy termination. I give my permission for them to use the method of termination that they think is best.

I understand that the pregnancy tissue will be removed from my body during this procedure. The pregnancy tissue may be examined here in the Clinic and the Clinic doctors may dispose of the tissue according to the law.

I understand that the medications used during my pregnancy termination may not eliminate all pain. I know I could have a bad reaction to any of the medications administered by the Clinic. A bad reaction could be minor or severe. If I have a bad reaction, the doctors and staff may treat it as medically necessary, which may include calling emergency services for transfer to a hospital.

I understand that complications may occur as the result of any medical procedure, including a termination of pregnancy, even if the doctor does everything right. The risk of complications related to a termination of pregnancy increases as the pregnancy advances. This means an earlier procedure is less likely to result in complications than a later procedure. Complications can be small or very serious. They could even result in death. Termination of pregnancy has fewer complications than childbirth and when something does go wrong in this procedure it is usually less serious than a complication of childbirth. If I experience a complication while at the Clinic, the doctors and staff may treat it as medically necessary, which may include calling emergency services for transfer to a hospital.

No guarantee has been made to me about the outcome of this termination of pregnancy.

Initials W



The risks and possible complications of pregnancy termination procedures that are most common (although only in a small percentage of cases) include the following:

Perforation: An instrument used in the procedure may go through (or "perforate") the wall of the uterus. If perforation occurs, hospitalization may be necessary for repair and/or observation of the perforation and any internal injuries and/or completion of the abortion.

Laceration: In rare cases, the cervical opening and/or cervical canal may be torn. A few stitches to repair the tear are usually all that is necessary in the case of a laceration. However, under some circumstances, this complication can cause severe bleeding and require hospitalization.

Excessive bleeding: Some bleeding post-procedure is expected and normally ceases without medical intervention. Excessive bleeding may require an immediate repeat of the abortion procedure, or hospitalization for observation and treatment, which may include blood transfusions and in very rare instances, hysterectomy; removal of the uterus (see below). If excessive bleeding occurs some hours or days after the abortion, hospitalization may be necessary, and dilation and curettage may need to be done to remove material retained in the uterus.

Infection: Infections usually respond to antibiotics, but in a few cases, hospitalization is necessary. Very rarely, a severe infection may lead to infertility.

Failure to terminate pregnancy: (i.e. the procedure fails to end the pregnancy): A post-operative examination is essential to determine whether the termination procedure was successful. If the first procedure failed to terminate the pregnancy, another procedure must be performed, since the first one may have affected normal development of the pregnancy.

Tubal pregnancy: A tubal pregnancy occurs when the fertilized egg implants in the fallopian tube instead of in the uterus. If this condition is unchecked, the fetus develops in the tube until it is large enough to burst the tube. Although the chances of a tubal pregnancy are small, the risk of death from a ruptured tubal pregnancy is significant. The termination procedures performed at the Clinic cannot terminate a tubal pregnancy. I understand that this is a preexisting medical condition for which the Clinic assumes no medical or financial responsibility.

Hysterectomy: (i.e. removal of the uterus): I understand that as a result of certain conditions or some complications (such as perforating, bleeding, or severe infection) a hysterectomy may be necessary.

Pulmonary (Lung) embolism: (i.e. Blood clot or amniotic fluid clot that may go to the lungs and cause difficulty breathing). It may require transport to a hospital for evaluation and treatment.

Infertility: Although rare, infertility may result from certain complications (such as infection), particularly if the complications are untreated.

Unintended expulsion: When dilators are inserted and/or Misoprostol is used to prepare the cervix for the termination procedure, the intent is to perform a D&C (suction curettage), a standard D&E procedure or an induction procedure. On rare occasions, unintended expulsion of products of conception may occur.

Emotional distress: Individuals react differently to pregnancy termination. Most patients go through the process with minimal emotional effects, but in some cases professional help is required. I release the attending physicians and staff from any liability or responsibility for any condition that may result from this procedure, including but not limited to short range or long term psychological effects resulting from my decision to have this procedure.

Initials JW

For patients who have had one or more prior Cesarean sections:

Uterine rupture: I understand that having a Cesarean section ("C-section") scar places me at extra-risk for any procedure related to pregnancy including abortion and childbirth. The further along in my pregnancy I am, the more risk I have from my C-section scar. I understand that having an abortion is safer for my health than carrying the pregnancy to term. One serious possible complication that results from having a C-section is uterine rupture. Uterine rupture occurs when the muscle wall of the uterus tears open. The chance of a uterine rupture happening is approximately 1% during childbirth. It is less likely to happen during an abortion. The risk of uterine rupture occurring increases as the pregnancy grows. Uterine rupture may result in bleeding which may require blood transfusions, major surgery and/or could result in death. Uterine rupture also may result in me requiring a hysterectomy. A hysterectomy is the total removal of my uterus, which would make it impossible for me to get pregnant again.

I understand that my physician and/or counselor will answer any questions or concerns I have, and I will ask such questions before leaving the clinic. If I have concerns or complications after leaving, I agree to call the Clinic immediately.

If the physician asks me to do so I agree to have an examination and pregnancy test in two (2) weeks after the abortion, in order to rule out a continued pregnancy or the existence of other problems. If I fail to schedule and/or attend the recommended post-procedure examination, I release the Clinic, attending physicians, and staff from any liability or responsibility for injuries and/or damage caused by the failure to treat timely any complications related to the termination procedure.

I UNDERSTAND THAT, WHEN POSSIBLE, I MAY BE TREATED FOR ANY RESULTING COMPLICATIONS AT DR. CURTIS BOYD'S OFFICE, AT NO CHARGE TO ME; HOWEVER, SHOULD HOSPITALIZATION BE NECESSARY, I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY CHARGES.

I further understand that the medical practice of my physician(s) at Curtis Boyd, M.D., P.C. is to be judged according to those standards reasonably acceptable to other physicians practicing in similar facilities in the United States.

I certify that I have read, had explained to me, and fully understand the above informed consent, and that I agree, in light of the consent, to the pregnancy termination procedure I have requested.

Date 12 8 2020

Signature of Client J. Wabington

Witness - Staff Person [Signature]

Provider signature [Signature]

Curtis Boyd M.D., P.C.

522 LOMAS BOULEVARD NE
ALBUQUERQUE, NEW MEXICO 87102



TISSUE RELEASE AUTHORIZATION

Re: Baby Wabington

I, Chazel Wabington DOB 2.24.94, authorize the office of
Curtis Boyd, M.D., P. C. to release any products of conception to Riverside Funeral Home for
Cremation.

Chazel Wabington
Patient signature

Date 12.10.20

Molly F
Clinic signature

Date 12/10/2020

