

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

FILED
2nd JUDICIAL DISTRICT COURT
Bernalillo County
6/21/2019 9:39 AM
James A. Noel
CLERK OF THE COURT
Patricia Serna

NICHOLE ATKINS,

No.:
D-202-CV-2019-04886

Plaintiff,

vs.

CURTIS BOYD, M.D. P.C. D/B/A SOUTHWESTERN
WOMEN'S OPTIONS, CURTIS W. BOYD, INDIVIDUALLY,
AND SHELLY SELLA, INDIVIDUALLY

Defendants.

**UNFAIR TRADE PRACTICES, UNCONSCIONABLE TRADE PRACTICES
INFORMED CONSENT, NEGLIGENCE PER SE, NEGLIGENT SUPERVISION,
MEDICAL MALPRACTICE AND INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS**

COMES NOW the Plaintiff NICHOLE ATKINS, by and through her attorney of record,
Michael J. Seibel, and for her complaint states as follows:

1. Plaintiff, NICHOLE ATKINS is a resident of Bernalillo County, New Mexico.
2. Defendant, Curtis Boyd, M.D. P.C is a New Mexico Corporation doing business in Bernalillo County, Albuquerque, New Mexico as Southwestern Women's Options.
3. Defendant, Curtis W. Boyd, is a licensed doctor doing business in Albuquerque, New Mexico. Upon information and belief, Curtis Boyd supervises all employees of Southwestern Women's Options.
4. Defendant, Shelly Sella, is a licensed physician doing business in Albuquerque, New Mexico. Upon information and belief, Shelly Sella is employed by Southwestern Women's Options
5. The events are the subject of this complaint occurred in Bernalillo County, New Mexico.

6. Curtis Boyd M.D. P.C. is a New Mexico Corporation and provides abortion services under the name Southwestern Women's Options, Curtis Boyd, M.D P.C. herein this complaint it will be referred to as "Southwestern Women's Options" within the body of this complaint.

STATEMENT OF FACTS

7. On or about December 28, 2010, Plaintiff, NICHOLE ATKINS, went to the Curtis W. Boyd, M.D., d/b/a/ Southwestern Women's Options to obtain a consultation and counseling for an abortion.

8. The Plaintiff was examined by the doctor's and staff, in preparation for the possible abortion of her pregnancy.

9. Plaintiff told the doctor's and staff at Southwestern Women's Options of her history of depression and anxiety.

10. NICHOLE ATKINS was given a form for the consent for treatment and an alleged consent to donate body parts to the Curtis Boyd Clinic MD. P.C. A true and accurate copy of the consent is attached hereto as Exhibit "A".

11. The Consent for treatment and the consent to allegedly donate unborn infant baby body parts were contained within the same document.

12. The consent for treatment did not inform Plaintiff NICHOLE ATKINS that Dr. Curtis W. Boyd was a volunteer faculty member at the University of New Mexico.

13. At all times relevant, Dr. Curtis W. Boyd was a volunteer faculty member at the University of New Mexico.

14. The consent did not contain any disclosure that Dr. Curtis Boyd and Dr. Carmen Landau were faculty members at the University of New Mexico.

15. The Congressional Select Panel on Infant Lives has been investigating Southwestern Women's Options and its relationship with the University of New Mexico.

16. On June 23, 2016, the Congressional Select Panel on Infant Lives issued a Criminal Referral to the Attorney General of the State of New Mexico for prosecution of various acts.

17. The Congressional Select Panel Published the Criminal Referral of June 23, 2016 on its website.

18. Jessica Hertz of the Law Firm of Jenner and Block LLC was hired by the doctors and staff at Southwestern Women's Options to defend them with regard to the Criminal Referral.

19. At all times relevant, Jessica Hertz and her law firm, Jenner and Block, LLP, were agents of Southwestern Women's Options and the Defendants.

20. According to the Congressional Select Panel on Infant Lives, Jessica Hertz issued a letter dated February 12, 2016, in Appendix "B" to her letter, Ms. Hertz stated that the University of New Mexico is the only entity to which Southwestern Women's Options donates unborn infant baby body parts (See Appendix "B" of the letter to Marsha Blackburn of February 12, 2016 attached as Attachment 26 Select Panel on Infant Lives criminal referral issued on June 23, 2016).

21. Additionally, the University of New Mexico responded to a Subpoena from the Select Panel on Infant Lives on January 29, 2016. In its response, The University of New Mexico stated that Southwestern Women's Options was the sole supplier of infant baby body parts to the University of New Mexico (See Response to the Select Panel on Infant Lives Criminal Referral to the Attorney General Attachment Number 24).

22. Plaintiff, NICHOLE ATKINS, was not informed that Southwestern Women's Options was the sole supplier of unborn infant baby body parts to the University of New Mexico.

23. The fact that Southwestern Women's Options was the sole supplier of unborn infant baby body parts was not disclosed to NICHOLE ATKINS in any written document.

24. Additionally, numerous documents in the Select Panel on Infant Lives Criminal Referral of June 23, 2015 display that Southwestern Women's Options and its doctors collaborated with the University of New Mexico regarding Fetal Tissue research since 1995.

25. On November 18, 2005, Curtis W. Boyd, on behalf of Southwestern Women's Options, issued a letter stating that he had reviewed the research protocols for the University of New Mexico and felt that the use of fetal tissue was appropriate.

26. Upon information and belief, Curtis Boyd has issued several letters to the University of New Mexico for their fetal tissue research regarding his collaboration with the University of New Mexico.

27. Southwestern Women's Options and Curtis W. Boyd have been acknowledged in studies and thanked for their technical assistance in their published studies.

28. According to the letter of Jessica Hertz of February 12, 2016, Southwestern Women's Options purchased a freezer to store the unborn baby body parts at its facilities.

29. Southwestern Women's Options, its doctors, employees and staff were active participants in the studies with the University of New Mexico.

30. Southwestern Women's Options, its employees, doctors and staff did not inform Plaintiff, NICHOLE ATKINS, that Southwestern Women's Options was collaborating with University of New Mexico on its fetal tissue research.

31. At all times relevant, Dr. Carmen Landau was the treating Physician of NICHOLE ATKINS at Southwestern Women's Options.

32. Upon information and belief Dr. Carmen Landau, the agents and employees of Southwestern Women's Options knew or should have known of the collaboration between the University of New Mexico and Southwestern Women's Options regarding the fetal tissue research.

33. Dr. Carmen Landau, the agents and employees of Southwestern Women's Options failed to disclose to NICHOLE ATKINS the nature and extent of how her unborn infant baby's body parts were to be used in fetal tissue research.

34. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options give Plaintiff, NICHOLE ATKINS, a fair explanation of the procedures to be followed and their purposes, including identification of any procedures which are experimental with regard to the donation of her baby's body parts to fetal tissue research as a result of the termination of the pregnancy.

35. At no time did Carmen Landau, the agents and employees of Southwestern Women's Options provide the Plaintiff, NICHOLE ATKINS, a statement that she was a participant of a research study, an explanation of the purposes of the research and the expected duration of the subject's participation, a description of the procedures to be followed, and identification of any procedures which are experimental.

36. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options provide the Plaintiff, NICHOLE ATKINS, a description of any benefits to herself or to others which may reasonably be expected from the donation of her baby's body parts for fetal tissue research.

37. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options provide the Plaintiff, NICHOLE ATKINS, a statement describing the extent, if

any, to which confidentiality of records identifying NICHOLE ATKINS will be maintained with regards to the donation of her baby's body parts.

38. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options provide a statement to NICHOLE ATKINS with an explanation of whom to contact for answers to pertinent questions about the donation of her baby's body parts and whom to contact in the event of an injury to herself in relation to the donation of her baby's body parts.

39. At no time did Carmen Landau, the agents and employees of Southwestern Women's Options provide a statement that the donation of fetal tissue was voluntary and NICHOLE ATKINS's refusal to participate will involve no penalty or loss of benefits to which NICHOLE ATKINS was otherwise entitled, and the subject may discontinue participation at any time without penalty or loss of benefits.

40. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options provide NICHOLE ATKINS a description of any attendant discomforts and risks reasonably to be expected as a result of the donation of fetal tissue.

41. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options provide NICHOLE ATKINS a description of any attendant discomforts and risks reasonably to be expected as a result of the donation of her baby's body parts.

42. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options disclose any appropriate alternative procedures that might be advantageous for the Plaintiff, NICHOLE ATKINS, when she was donating her baby's body parts for fetal tissue research.

43. At no time did Carmen Landau, the agents and employees of Southwestern Women's Options provide an instruction that Plaintiff, NICHOLE ATKINS, that she was free to withdraw her consent and to discontinue the donation of body parts.

44. At no time did Carmen Landau, the Agents or employees of Southwestern Women's Options inform NICHOLE ATKINS she was free to withdraw her consent.

45. At no time did Dr. Carmen Landau, the agents and employees of Southwestern Women's Options provide a consent to donate her baby's body parts that was separate and distinct from the consent for the termination of the pregnancy.

46. The custom and practice in the medical community is to provide a separate consent form for the donation of body parts.

47. NICHOLE ATKINS obtained an abortion from Defendants. At the time of the abortion, Dr. Boyd's office gave a fetal foot length of the baby at 23 centimeters and estimated the gestational age of 17 weeks (See Exhibit "B").

48. NICHOLE ATKINS suffered two superficial lacerations on her cervix and they were not repaired (See Exhibit "B")

49. NICHOLE ATKINS was not told of the lacerations by staff.

50. The University of New Mexico procurement notes of 12/28/10 show an entry for a 17 week old fetus where they took the baby's brain for experiment (See Exhibit "C").

51. NICHOLE ATKINS suffered extreme pain after the procedure and eventually had a hysterectomy.

52. Upon information and belief, the procedure was changed in order to harvest baby parts from the University of New Mexico.

COUNT I. UNFAIR TRADE PRACTICES

53. Plaintiff realleges and Incorporates by Reference the allegations of Paragraphs 1 through 52 as if set fourth fully again herein.

54. New Mexico has a Statute which defines unfair trade practices, in part, as follows:

D. "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;

55. Defendant, Curtis Boyd M.D. Clinic, its agents and employees

have engaged in unfair trade practices by:

Failing to inform the Plaintiff that Curtis W. Boyd M.D. P.C. is in active collaboration with the University of New Mexico and that its staff members are voluntary professors at the University of New Mexico.

(A) Failing to inform the Plaintiff that Dr. Curtis Boyd is the sole provider of infant unborn body parts to the University of New Mexico.

(B) Failing to Inform the Plaintiff of a fair explanation of the procedures to be followed and their purposes, including identification of any procedures which are experimental with regard to the parts donated for medical research

(C) Failing to inform the Plaintiff of a description of any attendant discomforts and risks reasonably to be expected as a result of the donation of unborn infant body parts.

(D) Failure to inform the Plaintiff of a description of any benefits reasonably to be expected of the donation of the unborn infant body parts.

(E) Failure to inform the Plaintiff of a disclosure of any appropriate alternative procedures that might be advantageous for the subject in donating the unborn infant body parts.

(F) Failing to offer to answer any inquiries concerning the procedure associated with regard to the unborn infant baby parts donated by NICHOLE ATKINS

(G) Failing to inform the Plaintiff of an instruction that she was free to withdraw her consent and to discontinue participation in the project or activity at any time without prejudice.

(H) Failing to inform the Plaintiff of how the unborn infant body parts were going to be used.

(I) Failing to give the Plaintiff informed consent Under 45 C.F.R 46 (2012)

(J) Failing to give the Plaintiff informed consent under New Mexico Law

(K) Failing to provide a clear conspicuous informed consent separate from the

consent to receive treatment as required by the Federal Regulations and industry standards.

56. As a result of the acts of Defendant, Curtis W. Boyd Clinic MD PC, NICHOLE ATKINS has sustained damages in loss of property, emotional distress, mental anguish, physical pain and suffering, loss of quality of life, medical bills, consequential damages and other damages to be proven at trial.

57. Pursuant to 57-12-1 *et seq.* NICHOLE ATKINS is entitled to attorney's fees.

58. Pursuant to 57-12-1 *et. seq.* NICHOLE ATKINS is entitled to treble damages.

COUNT II. UNCONSCIONABLE TRADE PRACTICES

59. Plaintiff realleges and Incorporates by Reference the allegations of Paragraphs 1 through 58 as if set forth again herein.

60. "Unconscionable Trade Practice" means 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 to a person's detriment:

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

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

61. NICHOLE ATKINS, at the time of the abortion, did not have the financial means to pay for the abortion.

62. NICHOLE ATKINS, at the time of the abortion, had limited experience and didn't know she was donating her unborn infant baby's parts for medical research.

63. NICHOLE ATKINS did not have the capacity to fully understand the consent agreement.

64. The Defendants failed to give her proper informed consent when they asked for informed consent to donate her babies parts.

65. The actions of the Defendants took advantage of the lack of knowledge, ability and capacity of NICHOLE ATKINS to an unfair degree.

66. NICHOLE ATKINS has sustained damages.

67. NICHOLE ATKINS is entitled to attorney's fees pursuant to The Unfair Trade Practices Act.

68. NICHOLE ATKINS is entitled to treble damages pursuant to the Unfair Trade Practices Act.

COUNT III. INFORMED CONSENT

69. The Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 68 of the complaint as if set forth again fully herein.

70. The decision to undergo an abortion is a personal decision that is subject to a variety of material, emotional, spiritual and physical factors.

71. In order to have the freedom to make the best possible decision, a woman contemplating the abortion decision should be able to consider all material facts that may affect her decision.

72. Defendants, Southwestern Women's Options, Dr, Curtis W. Boyd, Dr. Carmen Landau, and Dr. Shelly Sella have a duty to inform the patient of all material facts that may affect the person's decision to engage their services.

73. Defendants, Southwestern Women's Options, Dr, Curtis W. Boyd, Dr. Carmen Landau, and Dr. Shelly Sella when seeking a patient's consent for a medical procedure, in order to satisfy her fiduciary duty and to obtain the patient's informed consent, disclose personal interests unrelated to the patient's health, whether research or economic, that may affect her medical judgment.

74. Defendants have been actively engaged in corroborating with the University of New Mexico on research using unborn baby body parts.

75. Defendants knew that they were the sole baby body part providers for the medical research conducted at the University of New Mexico

76. In numerous letters, Dr. Curtis W. Boyd acknowledged that he had reviewed the protocols for the researchers at the University of New Mexico.

77. Defendants, Southwestern Women's Options and Dr. Curtis W. Boyd, participated in giving technical assistance for research studies.

78. At all times relevant, defendants knew that the unborn infant body parts were being used for medical research.

79. Defendants, Southwestern Women's Options, Curtis W. Boyd, Shelly Sella and Carmen Landau breached their duty of providing informed consent by failing to disclose the following information to NICHOLE ATKINS and others who engaged their services

(A). Failing to disclose their collaboration with the University of New Mexico in research projects for the last 20 years.

(B). Failing to disclose the faculty status of Dr. Curtis W. Boyd and Dr Carmen Landau.

(C). Failing to inform NICHOLE ATKINS that Defendants were the sole provider of unborn infant body parts to the University of New Mexico.

(D). Failing to Inform the Plaintiff of a fair explanation of the procedures to be followed and their purposes, including identification of any procedures which are experimental with regard to the unborn infant body parts donated for fetal tissue research

(E) failing to inform the Plaintiff of a description of any attendant discomforts and risks reasonably to be expected as a result of the donation of unborn infant body parts.

(F) failure to inform the Plaintiff of a description of any benefits reasonably to be expected of the donation of the unborn infant body parts.

(G) Failure to inform the plaintiff of a disclosure of any appropriate alternative procedures that might be advantageous for the subject in donating the unborn infant body parts.

(H) Failing to an offer to answer any inquiries concerning the procedure associated with regard to the unborn infant body parts donated by NICHOLE ATKINS

(I) Failing to inform the plaintiff of an instruction she was free to withdraw her consent and to discontinue participation in the project or activity at any time without prejudice.

(J) Failing to inform the Plaintiff of how the unborn infant body parts were going to be used.

(K) Failing to give the plaintiff informed consent Under 45 C.F.R 46 (2012)

(L) Failing to comply with the provisions of the Maternal, Fetal and Infant Experimentation Act Section 24-9a-1 NMSA (1978).

(M) Failing to provide a clear conspicuous informed consent separate from the consent to receive treatment as required by the Federal Regulations and industry standards.

80. As a direct and proximate cause of the failure Defendants to provide proper informed Consent the Plaintiff, NICHOLE ATKINS, has incurred damages, pain and suffering, loss of quality of life, medical bills, emotional distress and mental anguish to be proven at the time of trial.

81. Upon information and belief the Defendants have failed to provide the proper informed consent for hundreds of women dating back to 1995 when they first started corroborating with the University of New Mexico. The Defendants blatant violation of State Statutes, Federal laws, and the rights of the Plaintiff, NICHOLE ATKINS, is willful wanton and reckless. Such conduct requires the imposition of punitive damages.

**COUNT IV. NEGLIGENCE PER SE MATERNAL FETAL AND INFANT
EXPERIMENTATION ACT**

82. Plaintiff Realleges and incorporates by reference the allegations of Paragraphs 1 through 81 as if set forth again fully herein.

83. The New Mexico Statute enacted a Maternal, Fetal and Infant Experimentation Act 24-9A-1 to 24-9A-7 (NMSA 1978) for the protection of pregnant women, fetus and live born infants.

84. The Statute provides a standard of conduct for which all people participating in clinical research must follow.

85. The statute is to be construed liberally.

86. The Defendants, Southwestern Women's Options, Carmen Landau, Shelly Sella and Curtis Boyd have been corroborating, providing technical assistance for research and assisting in the clinical research with the University of New Mexico since 1995.

87. Defendants violated the above-mentioned Statute by participating in the research also having a part of NICHOLE ATKINS's timing method and procedures used to determine the pregnancy.

88. Defendants violated 24-9A-5(C) by failing to give the proper informed consent to NICHOLE ATKINS when she allegedly donated he baby for medical research.

89. The informed consent provided to NICHOLE ATKINS to allegedly donate tissue was invalid as she was not provided the proper disclosures under 24-9A-5 (C) (1 through 6) (NMSA 1978).

89. Plaintiff, NICHOLE ATKINS, is in the class of persons sought to be protected by the statute.

90. The act was intended to prevent severe physical and psychological harm to persons such as Plaintiff, NICHOLE ATKINS.

91. As a direct and proximate cause of Defendants violations of the Maternal, Fetal and Infant Experimentation Act, Plaintiff, NICHOLE ATKINS, has suffered emotional distress and mental anguish and other damages to be proven at trial.

92. The Defendants, Southwestern Women's Options, Curtis W. Boyd, Shelly Sella and Carmen Landau are liable under a theory of negligence as a matter of law.

93. Plaintiff, NICHOLE ATKINS, is entitled to equitable tolling of the Statute of Limitations as it was previously not public knowledge that Defendants were the sole supplier of Fetal Tissue to the University of New Mexico.

94. The acts of Southwestern Women's Options, Curtis Boyd, Shelly Sella and Carmen Landau were so willful, wanton and reckless done without any concern for the rights of the

Plaintiff or any other woman allegedly donating body parts that the imposition of punitive damages is required.

V. NEGLIGENT SUPERVISION

95. Plaintiff realleges and incorporates by reference the allegations of Paragraphs 1 through 94 as if fully set forth again herein.

96. According to the letter from Jessica Hertz to the Select Panel on Infant Lives, Curtis W. Boyd trains all physicians regarding the laws, develops medical protocol and supervises all physicians at Southwestern Women's Options.

COUNT VI **MEDICAL MALPRACTICE**

97. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 96).

98. Defendants owed a duty of care to the Plaintiff, NICHOLE ATKINS, to provide medical services within the standard of care.

99. Plaintiff, NICHOLE ATKINS, was unaware until April 24, 2018 that Defendants were harvesting body parts for University of New Mexico. Plaintiff was unaware that she had lacerations of the cervix until April 24, 2018.

100. The Defendants care of NICHOLE ATKINS fall below the standard of care for other abortionists in the community.

101. As a result of the breach of the duty of care, the Plaintiff, NICHOLE ATKINS, has suffered damages, medical bills, pain and suffering and economic distress.

102. But for the Defendants negligence, Plaintiff, NICHOLE ATKINS, would not have sustained damages.

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

COUNT VII
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

104. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 through 103 of the complaint as if set forth again full herein.

105. Plaintiff, NICHOLE ATKINS, has a right to freedom from severe emotional distress.

106. Defendants had a duty to inform NICHOLE ATKINS of all material information that could affect her health.

107. Defendants failed to notify NICHOLE ATKINS of any lacerations, the harvesting of body parts, the guided ultrasound and any change in the procedure.

108. Defendants had a fiduciary duty to inform the Plaintiff of the above-mentioned items.

109. Defendants breached their fiduciary duty to NICHOLE ATKINS.

110. Defendants breach of fiduciary duty tolls the statute of limitations.

111. The failure of the Defendant to follow Federal, State and local laws regarding informed consent was extreme and outrageous.

112. The failure to adequately inform NICHOLE ATKINS of the donation of the unborn infant body parts to the University of New Mexico was extreme and outrageous.

113. The failure to secure the consent of NICHOLE ATKINS in a separate consent was extreme and outrageous in light of industry standards.

114. The Defendants failure to follow the New Mexico Maternal, Infant and Fetal Experimentation Act was extreme and outrageous.

115. The Defendants have acted willfully and recklessly in failing to follow State laws, Federal laws and industry standards in giving NICHOLE ATKINS proper informed consent is so willful wanton and reckless.

116. As a result of the conduct of the Defendants, NICHOLE ATKINS has suffered and continues to suffer severe emotional distress and mental anguish.

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

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 reasonable costs and attorney's fees;
- E. For an injunction against Southwest Women's Options to prevent them for seeking the donation of Fetal Tissue until they comply with the Maternal, Fetal and Infant Experimentation Act, provide proper informed consent, and comply with all State and Federal Laws regarding Fetal Tissue research.
- F. For Punitive damages against all defendants.
- G. For such other and further relief is as deemed just and proper.
- H. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

MICHAEL J. SEIBEL & ASSOCIATES

By: /s/Michael J. Seibel
Michael J. Seibel
Attorney for Plaintiff
P.O. Box 14066
Albuquerque, NM 87191-4066
(505) 275-1700

**INFORMED CONSENT FOR
ABORTION TREATMENT, ANESTHETIC, AND
OTHER MEDICAL SERVICES**

Name of client Nicole Atkins

Address 431 Texas NE Apt C Alb, NM 87108

Birth Date January 16, 1986

Date December 27, 2010

I, Nicole Atkins request and consent to the performance upon me of a pregnancy termination procedure by vacuum aspiration or standard dilation and evacuation at Dr. Curtis Boyd's office by any of the physicians employed by Curtis Boyd, M.D., P.C.

I further consent to the taking of cultures and performance of reasonably indicated tests and procedures, whether or not relating to presently known conditions, if my medical provider finds these necessary or advisable in the course of evaluation or treatment for pregnancy termination or management of complications.

I have fully and completely disclosed my medical history, including allergies, medical conditions, prior medications, over the counter or other drugs taken, and reactions I have had to anesthetics, medicines, or drugs. I consent to my physicians relying on this disclosure as complete.

I consent that the physician or medical staff may administer such anesthesia and medications as deemed necessary or advisable (including a medication called misoprostol given to prevent bleeding and enhance safety, which has been associated with birth defects), with the exception of *(list any medications which you do not want or are allergic to)*:

Morphine, PCN, and Shellfish.

I understand that local and IV anesthetics do not always eliminate all pain, that in a small number of cases, those anesthetics cause severe reactions or even shock or death, and that no guarantee to the contrary has been made to me. I further understand that any anesthetic will affect my level of consciousness and may, in a small number of cases, cause bodily reactions or complications requiring additional measures and treatment. I understand that the affect on my level of consciousness will impair my ability to make important decisions or operate machinery; I agree to not drive for a period of 30 minutes - 24 hours postoperatively depending on medications given to me. I request and consent to local and/or IV anesthetics.

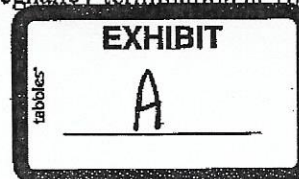
I understand that the gestation of my pregnancy is determined through multiple methods that may include a urine test, the first date of my last normal menstrual period, and ultrasound measurements taken here in the clinic. Based on these findings, I consent to treatment deemed appropriate by the physician(s) of the Curtis Boyd Clinic, M.D., P.C.

I fully understand that the purpose is to terminate this pregnancy, and I affirm this to be my personal choice in light of the alternative of continuing the pregnancy to term. No one has coerced or compelled me to make this decision.

I understand that tissue and parts will be removed during the procedure, and I consent to their examination and their use in medical research and their disposal by the clinic and/or physician in the manner they deem appropriate.

I understand that the complications associated with early pregnancy termination are generally much less severe and less frequent than with childbirth. Nonetheless, I realize, as is true of childbirth and any kind of surgery, that there are inherent risks of minor and major complications and death which may occur without the fault of the physician.

No guarantee or assurance has been made to me as to the results that may be obtained. The risk of terminating a pregnancy gradually increases throughout the course of the pregnancy. These comparative risks become approximately equal at 16 -18 weeks of pregnancy and increase so that pregnancy termination at 18 weeks and above involves a greater risk than carrying the pregnancy to term.



The risks and possible complications of abortion procedures most likely to occur, though only in a small number of cases, include the following:

Perforation: An instrument used in the abortion may go through the wall of the uterus. If this happens, 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. However, this complication can cause severe bleeding and require hospitalization.

Bleeding: This may require an immediate repeat of the abortion procedure, or hospitalization for observation and treatment. If the 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.

Infections: Infections usually respond to antibiotics, but in a few cases, hospitalization is necessary.

Failure to Terminate Pregnancy: (i.e. The abortion procedure fails to end the pregnancy): It is this possibility, among others, that makes a post-abortion examination essential. In such a case, another abortion must be performed, since the first one may have affected normal development of the pregnancy.

NA
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 very great. The abortion procedure cannot terminate a tubal pregnancy. I understand that this is a preexisting medical condition for which Curtis Boyd's office 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) that remain untreated.

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

Emotional Distress: Individual women cope differently with abortion; 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 abortion.

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 questions or complications after leaving, I agree to call the office of Curtis Boyd, M.D., P.C. immediately. I also 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.

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 12/27/10

Signature of Client Nicole C...

Provider A

Witness - Staff Person Molly Serra

Patient Name Nicole Atkins DOB 1-16-86 Date 12-28-10

PROCEDURE SUMMARY

Pelvic exam: Uterus ✓

Removed 5 # Iams 1 # gauze

Dilated to: _____ Cervix see note

EBL 420 cc Aspirated with 12 mm cannula

Curette: Yes ✓ No _____ Path specimen submitted Yes _____ No ✓

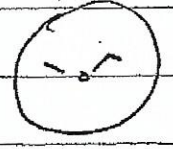
Forceps: Yes ✓ No _____ Fetal Foot measure 23

Diagnosis: Est. Gestation age: 17 weeks

Patient response tol well Completion time _____

Other (special instructions, technical problems, complication): _____

pt s/p LEEP

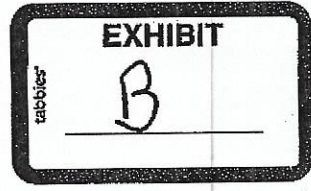


2 superficial lacerations on cx noted @ 1/11 o'clock, ⊕ hemostats

not noted yesterday @ lam. insert.

lacerations on superficial mucosa only - no repair

Physician's Signature [Signature]



12/28/10

17wk = 23mm

Brain → [redacted]

1/5/11

16mm = 10.6 wk.

Brain → [redacted]

1-6-11 ① 18mm = 15.2 wk

brain 1.9 grams → [redacted]

2 eyes → [redacted] to [redacted]

Lung/heart → [redacted]

purse / freezing apt

② 19mm = 15.6 weeks

brain, 1.65g → [redacted]

heart/lung → [redacted]

1-19-11

① alumna 18 weeks

heart } culture
brain }

- K
- L
- lung
- blood
- brain

Trizol + -80°C

K, L, lung → [redacted]

tabbles

EXHIBIT

C