

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

SYCLORIA WILLIAMS, individually, and
as Personal Representative of the Estate
of SHANICE DENISE OSBOURNE, Deceased,

CASE NO: 9-6136 CA09

Plaintiff,

vs.

PIERRE JEAN-JACQUE RENELIQUE, M.D.,
MIRAMAR WOMAN CENTER, INC.,
A WOMAN'S CARE, INC.,
A GYN. OF HIALEAH, INC.,
A GYN. DIAGNOSTIC CENTER, INC.,
A GYN DIAGNOSTIC CENTER, INC.,
BELKIS GONZALEZ,
NATALI VERGARA,
SIOMARA SENISES,
FREDDY GUZMAN,
MARIO DIAZ,
MARIA PEGUERO,
and FRANTZ BAZILE, M.D.

Defendants.

COMPLAINT

The Plaintiff, SYCLORIA WILLIAMS, individually, and as Personal Representative of the Estate of SHANICE DENISE OSBOURNE, Deceased, sues Defendants, PIERRE JEAN-JACQUE RENELIQUE, M.D., MIRAMAR WOMAN CENTER, INC., A GYN. OF HIALEAH, INC., A WOMAN'S CARE, INC., A GYN. DIAGNOSTIC CENTER, INC., A GYN DIAGNOSTIC CENTER, INC., BELKIS GONZALEZ, NATALI VERGARA, SIOMARA SENISES, FREDDY GUZMAN, MARIO DIAZ, MARIA PEGUERO and FRANTZ BAZILE, M.D. Ms. Williams alleges:

JURISDICTIONAL STATEMENT and IDENTIFICATION OF PARTIES

1. This is an action for damages in excess of this Court's minimum jurisdictional limits, exclusive of interest and costs.

2. The Plaintiff, SYCLORIA WILLIAMS (Ms. Williams) is the duly authorized Personal Representative of the Estate of SHANICE DENISE OSBOURNE, deceased.

3. SYCLORIA WILLIAMS and SHANE OSBOURNE are the surviving parents of SHANICE DENISE OSBOURNE, deceased.

4. PIERRE JEAN-JACQUE RENELIQUE, M.D. (Dr. Renelique) holds license number ME 99962, and his address of record is 714 Central Avenue, Woodmere, New York 11598. Dr. Renelique's last known address is 16051 NE 11th Avenue, North Miami Beach, FL 33162. Dr. Renelique is not board certified in any practice, but he practices in obstetrics and gynecology (OB/GYN) – abortion medicine in Miami-Dade and Broward County, Florida.

5. MIRAMAR WOMAN CENTER, INC. (the Miramar clinic) is an active Florida corporation with its principal place of business located at 6161 Miramar Parkway Suite #300, Miramar, FL 33023. The current officers are Natali Vergara and Freddy Guzman. The corporation was formed 5/24/2006 by Natali Vergara with Natali Vergara as president and treasurer and Mario Diaz as vice president. On 8/28/2006, just 1 month after this incident, Mario Diaz was deleted as an officer. On 1/19/07, Freddy Guzman was added as vice president and member of the board of directors. Prior to May 2006, the

aforementioned address was the principal place of business of A GYN. OF MIRAMAR, INC. which was incorporated in June 1999. A GYN. OF MIRAMAR, INC. was administratively dissolved for annual reports in September 2005 with the last report filed in March 2004. At the time of administrative dissolution, the corporation's officers were Siomara Senises and Belkis Gonzalez.

6. A WOMAN'S CARE, INC. (the North Miami clinic) is an active Florida corporation with its principal place of business located at 68 N.E. 167th Street, Suite A, Miami, FL 33162. The corporation was formed on 5/1/1989. Siomara Senises is the secretary, treasurer and vice president and Maria Peguero is the president.

7. A GYN. OF HIALEAH, INC. ("the old Hialeah clinic," where this live birth occurred) is an inactive Florida corporation whose principal place of business was formerly located at 3671 W. 16th Ave., Hialeah, FL. The company was incorporated by Belkis Gonzalez on 2/08/01 with Belkis Gonzalez as incorporator, registered agent and shareholder; Frantz Bazile, M.D. as president; and, Siomara Senise as vice president and treasurer. On 4/28/06 Frantz Bazile, M.D., was removed as an officer and Belkis Gonzalez was substituted as president. On 7/31/2006, Siomara Senises surrendered the ACHA license for the Clinic to the Florida Department of Health "DOH" stating the Hialeah clinic had closed for business. On 9/08/06, Siomara Sineses filed articles of dissolution stating that no shares of stock had been issued. Previously, the aforementioned address was the same as that of the principal

place of business of A GYN. DIAGNOSTIC CENTER, INC. which is an inactive Florida corporation. This diagnostic center was incorporated on 5/16/1994, but dissolved for failure to file annual reports in September of 1997. The diagnostic center's last annual report had been filed in May of 1996. The officers, director and shareholders were Siomara Senises, Belkis Gonzalez and Frantz Bazile, M.D.

8. A GYN DIAGNOSTIC CENTER, INC., (the new Hialeah clinic) shares the name of the previously mentioned corporation, only lacking a period after "GYN." The new Hialeah clinic is an active Florida corporation with its principal place of business at 267 E. 49th Street, Hialeah FL 33012. This is just a few miles away from their old Hialeah clinic. The corporation was formed on 5/25/06 (the same time as MIRAMAR WOMAN CENTER, INC. was formed to replace A GYN. OF MIRAMAR, INC.) by Siomara Senises as incorporator, vice president and treasurer and Belkis Gonzalez as president. Belkis Gonzalez resigned as president on 9/15/06 just two months after this incident and the same time Siomara Senises filed articles of dissolution for A GYN. OF HIALEAH, INC. On 1/09/07, Natali Vergara was named vice president and member of the board of directors. On 2/19/07, Siomara Senises resigned as treasurer with a note that "Ms. Senises sold the business to Natali Vergara an officer already in the corporation." On 4/29/07, Natali Vergara became the president and secretary and is also the registered agent. Natali Vergara is

Belkis Gonzalez's daughter. Frantz Bazile, M.D., is either her father or her half-brother's father.

9. On May 12, 2006, Siomara Senises and Belkis Gonzalez filed the fictitious name A GYN Diagnostic Center with the State of Florida.

10. Siomara Senises is married to Freddy Guzman. Natasha Diaz is Senises' daughter with former husband Mario Diaz. Accordingly, Natasha Diaz is Guzman's step daughter. Natasha Diaz was working for all of the abortion clinics on the date of this incident, and was present at the old Hialeah clinic, (A GYN. OF HIALEAH, INC.) when the incident occurred.

11. BELKIS GONZALEZ'S address is listed as 18093 SW 28 Street, Miramar, FL 33029 in her corporate filings.

12. NATALI VERGARA'S address is listed as both 267 E. 49th Street, Hialeah FL 33012 and 6161 Miramar Parkway, Miramar FL 33023 in her corporate filings.

13. SIOMARA SENISES' address is listed as 14720 Shotgun Road, Davie FL 33325 and 3 Fair Fax Lane, Davie FL in her corporate filings.

14. FREDDY GUZMAN'S address is listed as 6161 Miramar Parkway, Miramar FL 33023 in his corporate filings.

15. MARIO DIAZ'S address is listed as 3500 Fairfax Lane, Davie, FL in his corporate filings.

16. MARIA PEGUERO'S address is listed as 18794 NW 80th Ave., Miami, FL in her corporate filings.

17. FRANTZ BAZILE, M.D. (Dr. Bazile) holds license number ME 49347. His address of record with DOH is 6464 N. Miami Avenue, Miami, Florida 33150-4520. Dr. Bazile is not board certified in any practice, but he practices obstetrics and gynecology, (OB/GYN) specifically abortion medicine, in Miami-Dade and Broward County, Florida. Dr. Bazile has a child with Belkis González. Bazile is related to Natali Vergara, as her father or perhaps stepfather. Dr. Bazile's address is listed as 19100 SW 24 Street, Miramar, FL 33029 in his corporate filings.

18. Notwithstanding the officially designated corporate officers of the Miramar, North Miami, old Hialeah and new Hialeah abortion clinics, Belkis Gonzalez, Natali Vergara, Siomara Senises, Freddy Guzman, Mario Diaz, Maria Peguero and Dr. Bazile are the true owners, shareholders and partners in these clinics. In order to conceal their involvement in this and prior incidents, evade legal prohibition, and avoid criminal and civil liability for their negligent and illegal activities, this same group may also operate other abortion clinics in Miami-Dade and Broward Counties though relatives and friends are named as officers and shareholders. Their illegal activities include: unauthorized and unlicensed practice of medicine by medical students, unauthorized practice of medicine by unlicensed physicians, and unauthorized practice of medicine by former physicians whose licenses have been revoked as a result of malpractice, patient endangerment and botched abortions. The Defendants are already subject to criminal investigation and prosecution for these illegal acts. Even so,

the Defendants Belkis Gonzalez and Siomara Senises continued to provide abortion services under the cloak of entities and officers that are mere instrumentalities and alter egos of each other and the Defendants individually.

19. The Defendants are residents of and/or maintain offices and conduct business in Miami-Dade County and Broward County, Florida. Miami-Dade County is the proper venue for this action where the cause of action arose.

AGENCY and ALTER EGO

20. Defendants, the Miramar clinic, the old Hialeah clinic and the North Miami clinic, (collectively, Defendant clinics) sought to provide patients abortion-related medical and surgical evaluation, treatment and care. These clinics were authorized under county, state, national and regional licensing and permitting regulations to provide abortion services. They held themselves out to the public and the Plaintiff as a full service abortion center qualified to render abortion-related services including late second trimester abortions to its patients. As a result, these Defendant clinics had and undertook the implied, contractual, and non-delegable duty to Ms. Williams to provide the physicians, nurses, care and services required to attend to her medical care needs.

21. The Defendant clinics had a non-delegable duty to provide Ms. Williams and her baby Shanice D. Osbourne with a medical doctor, medical personnel, and appropriate medical care to perform and safely administer abortions at their clinics. In the case of active labor or a live birth, the

defendant clinics owed Ms. Williams and her baby Shanice D. Osbourne a non-delegable duty to arrange emergency transportation from their clinics for obstetrical or neonatal care.

22. Defendant, Dr. Renelique, was the agent, servant, or employee of the Defendant clinics. Dr. Renelique was acting within the course and scope of his employment with respect to the allegations of this Complaint.

23. Dr. Renelique, was also the actual agent, apparent agent, servant, or employee of the Defendant clinics, and was acting within the course and scope of his employment or agency. The Defendant clinics acknowledged the agency relationship and Dr. Renelique accepted the agency relationship between them. The Defendant clinics exercised control over Dr. Renelique's day-to-day activities in providing abortion services at their locations in Miramar, Hialeah and North Miami. Alternatively, these clinics held Dr. Renelique out to Ms. Williams and the public as being their agent for the provision of abortion services. Ms. Williams accepted these services in the reasonable belief that the care and treatment rendered by Dr. Renelique was in fact provided as an agent, servant or employee of the Defendant clinics.

24. The Defendant clinics, as well as Defendants collectively, had non-delegable duty to provide such services at Defendant clinics. Pursuant to their implied and/or contractual agreement with Ms. Williams, the Defendant clinics owed her the duty to provide licensed physicians authorized to practice medicine to perform abortion services. Therefore, the Defendant clinics owed a

contractual non-delegable duty to Ms. Williams which Dr. Renelique fulfilled on their behalf. Accordingly, Defendant Dr. Renelique will be deemed the Defendant clinics' agent, notwithstanding whether or not Dr. Renelique is claimed to be an independent contractor or an employee, agent, or servant of Defendants.

25. Defendants collectively held themselves out to Ms. Williams and the public as employees and agents of shared offices and clinics. The Plaintiff accepted the Defendants' abortion services in the reasonable belief that they acted in concert as agents, servants and employees of each other in rendering care and treatment. At the Miramar clinic, Defendants performed sonograms and accepted Ms. Williams' payment. There, Defendants also supplied her medications, furnished her Laminaria sticks to induce cervical dilation for the abortion procedure and directed her to meet with their doctor at their North Miami clinic. At their North Miami clinic, Dr. Renelique placed the Laminaria sticks and Defendants instructed Ms. Williams to return to Dr. Renelique the following morning for the abortion, this time at the Hialeah clinic. Natali Vergara was present at Ms. Williams' visits to both the Miramar and Hialeah clinic. Moreover, the same staff was present at the Miramar and North Miami clinics when Ms. Williams visited those locations. Moreover, Natali Vergara actually transported Ms. Williams' medical chart and more medication for the procedure between the clinics. The Defendant entities all share the same officers, directors and shareholders as well as staff both medical and

nonmedical alike. These entities all shared the same medical chart as to this patient. The corporations are and were engaged in illegal conduct and exist only as a sham and mere instrumentalities of each other and the individual Defendants to permit their illegal operation and to avoid liability and are manipulated by their true principals, officers and shareholders to frustrate and avoid liability for debts incurred, illegal acts performed and wrongs committed toward the public in general and the Plaintiff in particular.

26. The Defendants closed the Hialeah clinic following these events and transferred their assets, staff, doctors, telephone numbers and operations to the New Hialeah abortion clinic, A GYN DIAGNOSTIC CENTER, INC., a short distance away and continued operations under the new almost identical corporate name and placed Belkis Gonzalez' daughter Natali Vergara as the corporation's officer and shareholder in an effort to avoid personal, corporate, administrative, civil and criminal responsibility for the illegal actions that are the subject of this Complaint and prior criminal actions for similar illegal activities including the unlicensed practice of abortion medicine. This New Hialeah clinic corporation had been established by the Defendants to attempt to avoid personal, corporate, administrative, civil and criminal responsibility for another pending matter involving many of the same negligent and illegal activities perpetrated in this case including in particular the practice and administration of medicine without a license and the practice of medicine by unlicensed individuals including the so called "doctors" actually performing

abortions. As such the corporate veils should be pierced and the Defendants held collectively, jointly and severally as well as personally liable in this matter.

27. Concurrent with the events in this matter as detailed below, Siomara Senises and Belkis Gonzalez as well as two employees and two other persons actually performing abortions at their abortion clinics in Miramar, North Miami and Hialeah were under criminal indictment and prosecution for practicing abortion medicine without a license. The Miramar Police Department began to investigate these individuals and clinics in November 2004, based on a tip to the Miramar Police Department. The police issued arrest warrants for Roberto Osborne, M.D. and Kieron Nisbet for conducting abortions at these clinics without medical licenses. Osborne's medical license was revoked in August of 2004 for endangering the lives of abortion patients and Nisbet never had a license in the first place. According to sworn testimony, Siomara Senises and Belkis Gonzalez knowingly permitted Osborne and Nisbet to conduct abortions at their clinics without licenses. As a result of this criminal investigation for the unlicensed practice of medicine at the Defendants' abortion clinics, Osborne was adjudicated guilty of practicing abortion medicine without a license and Nisbet fled the country to Trinidad and has arrest warrants pending in Miami-Dade and Broward counties. Two of the clinics' workers Joselin Collado and Adieren Rojas were also arrested for dispensing prescription medicines and conducting ultrasounds without licenses all with the knowledge of and at the direction of Siomara Senises and

Belkis Gonzalez who also have no medical licenses. Collado and Rojas both pled nolo contendere and received sentences of probation. Belkis Gonzalez and Siomara Senises were thereafter arrested for the unlicensed practice of medicine. Belkis Gonzalez pled no contest, was adjudicated guilty and sentenced to 5 years probation on 12/20/07. Under the terms of her probation agreement she was "not allowed to directly or indirectly owning (sic), operating, conducting, managing, or being employed or associated with any health care clinic, business or establishment." Siomara Senises pled no contest, had adjudication withheld and was sentenced to 3 years probation on 9/28/08. During this criminal prosecution, Siomara Senises and Belkis Gonzalez changed the name of the Miramar clinic from A GYN. of Miramar, Inc. to Miramar Woman Center, Inc. and withdrew as officers substituting Belkis Gonzalez' daughter Natali Vergara as the officer of the new entity. They continued to work at the clinics and remained the de facto owners and operators of the Defendant abortion clinics. This is the same tactic used in this matter.

COMPLIANCE WITH FLORIDA STATUTES 766.106(2)

28. Notice of Intent to Initiate Litigation against the Defendants was given in accordance with the requirements of Florida Statutes. A Petition to Automatically Extend the Statute of Limitations was filed within two years of the acts giving rise to the claims for medical malpractice and this complaint is filed within the extension within the filing period following the conclusion of the

mandatory medical malpractice presuit. Therefore, the medical malpractice personal injury and medical malpractice wrongful death claims against the medical providers are properly brought within two years of when the alleged negligent incident occurred and within two years of the date the alleged negligence could have been discovered with the exercise of due diligence and not later than four years from when the incident occurred together with the automatic tolling of the statute of limitations for pre-suit investigation and the filing period following the conclusion of presuit. A copy of this Complaint will be served upon the Agency for Health Care Administration, Department of Health at the time of service. The remaining claims are all brought within the four year statute of limitation. Any and all conditions precedent to the filing of this lawsuit have been met or waived.

29. Through counsel's signature on this Complaint, it is hereby certified pursuant to Florida Statutes, that Counsel for the Plaintiff, Ms. Williams, prior to filing this action has made a reasonable investigation as permitted by the circumstances to determine that there are grounds for a good faith belief that there has been negligence in the care and treatment of Ms. Williams and Shanice Denise Osbourne resulting in both personal injuries and wrongful death. Further, such reasonable investigation has given rise to a good faith belief that grounds exist for an action against the named Defendants.

FACTS GIVING RISE TO CAUSE OF ACTION

30. On or about July 12, 2006, Sycloria went to Broward Medical Center after a fall with abdominal pain and spotting. She was found to be pregnant. She was 18 years old.

31. On or about July 17, 2006, WILLIAMS presented to MIRAMAR WOMAN CENTER, INC. for an elective termination of pregnancy. WILLIAMS received a sonogram which showed she was 23 weeks pregnant. WILLIAMS did not know the date of her last menstrual period. She was told the procedure would cost \$1,200 rather than \$800 as she had initially been told. She was told to return with the balance of the \$1,200.00 for the abortion which she did the next day.

32. At the MIRAMAR WOMAN CENTER, INC., WILLIAMS was informed she was to present herself to their clinic office in North Miami on July 19, 2006 to be further prepared and evaluated for the abortion. She was given medications, gauze and Laminaria sticks to take with her to their doctor at the North Miami clinic. WILLIAMS was told their doctor, Dr. Renelique, would be the treating physician and that she would meet him at their North Miami office. WILLIAMS was given and signed forms consenting to treatment for the abortion by Dr. Renelique at the Miramar clinic (all prior to meeting him).

33. On or about July 19, 2006, Ms. Williams presented herself to the North Miami clinic office as instructed. This office is the principal place of

business for Defendant, A WOMAN'S CARE, INC. There she met Defendant, PIERRE JEAN-JACQUE RENELIQUE, M.D. for the first time.

34. Dr. Renelique performed a Laminaria insertion and gave her a prescription of Cytotec to take that night. She was instructed to return the next morning for the procedure. After leaving the North Miami clinic, Natali Vergara called Sycloria and instructed her to go to instead to their Hialeah clinic the next morning for the procedure with Dr. Renelique.

35. On July 20, 2006 at 9:30 a.m., WILLIAMS presented herself to the Defendant's Hialeah clinic office as instructed. This office was the principal place of business of A GYN. OF HIALEAH, INC. She was told there was no physician available and that she would have to wait for Dr. Renelique to arrive to perform the procedure. At around 10:30 a.m., she was given Motrin and then given two more white pills by the receptionist Rosemary Chaneton to take and was told that these white pills would make her feel ill. There was still no doctor and or other medical personnel at the Hialeah clinic.

36. The pills were Cytotec which Natali Vergara who is unlicensed and the daughter of Belkis Gonzalez had picked up at one of the other Defendant clinics and brought to the receptionist Rosemary to give to Sycloria for the procedure along with Sycloria's medical records.

37. At approximately 11:45 a.m., still with no doctor, Sycloria began feeling ill and nauseated and was seen by the "staff" at the clinic none of whom had any form of medical licensing. She was given a robe, told to lie down and

placed in a patient waiting room. At approximately 1:30 p.m. while still waiting for the doctor, Sycloria complained to the staff that she was feeling worse by the minute and was told the doctor would be there at 2:00 p.m. At approximately 2:00 p.m., while still without a doctor, and ill, nauseated and cramping, she felt a large pain in her vaginal region and proceeded to deliver an unattended live baby in the patient waiting room. The staff began screaming and pandemonium ensued. Sycloria watched in horror and shock as her baby writhed with her chest rising and falling as she breathed.

38. Belkis Gonzalez came running into the room, picked up a large pair of orange shears and cut the umbilical cord. She then scooped up the baby and placed the live baby, placenta and afterbirth in a red plastic biohazard bag which she sealed and then threw bag and the baby in a trash can. Belkis Gonzalez has no healthcare license of any kind.

39. The Clinic staff did not call 911 or seek any medical or neonatal assistance of any kind for either the mother or the baby at any time.

40. Dr. Renelique arrived to the Hialeah clinic at approximately 3:00 p.m. Sycloria could overhear Belkis Gonzalez and the doctor screaming at each other about what had transpired and the fact that the doctor had not been present at the Hialeah clinic. The doctor instructed Belkis Gonzalez to start an IV on Sycloria. Belkis Gonzalez attempted to place the IV but was unable to hold her hands steady so Dr. Renelique placed the IV. Dr. Renelique told Sycloria that "the hard part was over" and that he was "going to clean her up".

He gave her a shot and told her it would make her sleep. She awoke after the procedure and was sent home still in complete shock.

41. The medical records from the Defendants' Hialeah clinic office for the procedure consist of a one page document entitled "Termination of Pregnancy" stating that Dr. Renelique performed an examination of Sycloria prior to the procedure which was normal with a dilated cervix and a uterine size of 22 weeks. The form states that the "risks and benefits and alternatives explained to the patient and consent is taken for: Suction D&E". A D&E is a dilation and extraction abortion procedure. According to the record, she was given 75 milligrams of Demerol and 5 milligrams of Versed by IV. Demerol is for the treatment of moderate to severe pain and Versed is a preoperative sedative. The Demerol was actually given intramuscularly contrary to the record. He also administered 8 ccs of 2% Lidocaine to the cervix as a local anesthetic before using sharp curettage resulting in a blood loss of an estimated 40ccs. The Termination of Pregnancy Form concludes that Dr. Renelique examined "fetal parts" and the "placenta", performed a post operative sonogram to verify the uterus was empty and he signed the medical record.

42. The medical records further conflict in that Recovery Information Form indicates Sycloria arrived at 9:35 a.m. and was discharged and departed at 12:05 p.m. however there are blood pressure and temperatures records at 12:20 p.m. and 12:40 p.m. on the same form and yet Sycloria gave birth at

2:00 p.m. and Dr. Renelique did not even arrive at the Hialeah clinic until 2:20-3:00 p.m.

43. Sycloria's medical records fail to document what actually transpired and are clearly falsified. According to her medical records, a D&E abortion was performed, however she had already delivered a live baby.

44. Dr. Renelique failed to meet the standard of care by not being available in a timely fashion to complete the D&E procedure. Dr. Renelique's diagnosis of the patient's condition was inappropriate. He stated that Sycloria's condition was stable and only requiring analgesics when he was called for another emergency. However, Sycloria was in active labor at that time and required immediate medical attention. Dr. Renelique should have instructed the staff at A GYN. of Hialeah, Inc. to call an ambulance and transfer the patient to the hospital for medical care as she was in active labor.

45. There are no medical records available from A Woman's Care, Inc. for the visit on July 19, 2006. That is the first time Sycloria met with Dr. Renelique and it is when the Laminaria sticks were inserted and Cytotec was prescribed to be taken that same evening. There are no records available of a physical examination or medical history performed by Dr. Renelique prior to placing the Laminaria sticks.

46. On her visit on July 17, 2006 to the Miramar Woman Center, Inc. the records available contain an ultrasound image, consents for D&E and Laminaria insertion, and other instructions.

47. Sycloria's condition required licensed medical personnel to be available during the night of July 19, 2006 and on July 20, 2006 at the Hialeah clinic. During the day of July 20, 2006 there were no licensed medical personnel available to her at the Hialeah clinic. When she started experiencing labor pains she should have been transferred to a hospital since Dr. Renelique was apparently not available.

48. On the day of July 20, 2006 at 10:30 a.m., the receptionist handed Sycloria "two white pills" to take. Dr. Renelique has admitted that Cytotec was given, although he has claimed it was done without his permission. Cytotec should not have been administered at that time particularly by unlicensed staff, and especially when Dr. Renelique was not available for the patient. A non licensed worker at the clinic is not allowed to dispense prescription drugs nor is an unlicensed clinic worker, Natali Vergara, allowed to provide another unlicensed clinic worker with prescription drugs to administer to a patient.

49. The medical records from all of the Clinics are nonexistent, incomplete, contradictory and/or fraudulent. The records from the visit on July 19, 2006 to A Woman's Care, Inc. in North Miami are not available and presumably do not exist. The records from A GYN. of Hialeah, Inc. contain several significant discrepancies. One is the time of discharge of the patient. The other is the operative report that states that consent was taken for a D&E but it does not reflect that the patient had already delivered an unattended live

baby by the time that Dr. Renelique had arrived to perform the supposed abortion procedure.

50. Dr. Renelique fell below the standard of care by failing to be readily available if an emergency occurred, utilizing unlicensed individuals to administer prescription drugs, utilizing both Cytotec and Laminaria sticks for a procedure not scheduled until the following day, failing to call or instructing staff to call 911 for a woman in labor particularly when no medical personnel much less a doctor was present at the Hialeah clinic, failing to instruct the staff to call 911 to assist the baby who was born alive, instructing unlicensed nonmedical staff to perform unlicensed medical procedures, failing to maintain required medical records, and improperly disposing of the live baby and falsifying his medical records to omit the fact that a live birth had taken place prior to any D&E procedure.

51. The clinics by and through their staff, owners and operators were negligent in failing to have available medical personnel to perform the scheduled abortion, utilizing unlicensed individuals to administer prescription drugs, administering Cytotec in the face of active labor and with no medical doctor on the premises to perform the procedure, utilizing both Cytotec and Laminaria sticks for a procedure not scheduled until the following day, failing to call 911 for a woman in labor when no medical personnel, much less a doctor was present, failing to call 911 to assist the baby who was born alive, performing and attempting to perform unlicensed medical procedures, failing to

maintain required medical records, and improperly killing and disposing of the live baby by throwing it in a sealed bag to suffocate it in the trash.

52. The Defendants then undertook conscious, calculated and collective efforts intended to avoid both criminal and civil liability for their actions which caused the live birth and then murder of the baby. For starters, the medical records are falsified. Second, on July 21, 2006 an anonymous caller called 911 and notified the police of the live birth and murder at the Hialeah clinic. On July 22, 2006, the police executed a search warrant at the Hialeah clinic, seized the medical records but were unable to locate the baby's remains. On July 28, 2006, another anonymous source called the police and told them the baby's body had been hidden on the roof. The Police responded to the clinic and searched the roof but did not find the baby's body. The anonymous caller called the police again that day and reported the baby's body had been returned to the clinic's interior. The police obtained another search warrant and found the decomposing baby in a cardboard box in a closet at the clinic. At that time, the Police confiscated the facility's occupational license.

53. On July 22, 2008, Sycloria returned to Broward Medical Center with vaginal bleeding and pain for examination and treatment.

54. On July 29, 2006, the Miami-Dade Medical Examiner performed an autopsy which revealed the baby had filled its lungs with air before it was killed. DNA has linked the baby's remains to Ms. Williams as the mother.

55. On February 16, 2007 as a direct result of the events outlined in this Complaint and its investigation of these events, DOH entered an Order of Emergency Restriction of License against Dr. Renelique requiring him to be physically supervised by another licensed physician when performing abortions, requiring the supervising physician to review his medical records for accuracy and note his or her approval on each record as well as seeking a formal restriction and/or discipline of his license.

56. On November 10, 2008, the Administrative hearing judge deemed all requests for admission in the DOH proceedings against Dr. Renelique admitted. On November 18, 2008 the Administrative hearing judge relinquished jurisdiction back to DOH as there was no issue of fact to try in this matter and for appropriate action against Dr. Renelique and his medical license.

COUNT I

CLAIM AGAINST MIRAMAR WOMAN CENTER, INC., A GYN. OF HIALEAH, INC., and A WOMAN'S CARE, INC. - VICARIOUS LIABILITY FOR THE NEGLIGENCE OF DEFENDANT DR. RENELIQUE

57. Plaintiff, Ms. Williams, adopts and realleges paragraph 1 through 56 and further alleges:

58. Based on actual employment, agency, apparent agency, agency or employment allegations set forth above Defendants MIRAMAR WOMAN CENTER, INC., A GYN. OF HIALEAH, INC., and A WOMAN'S CARE, INC. are

vicariously liable for the negligence of Defendant Dr. Renelique as set forth in Count III, below.

COUNT II

CLAIM AGAINST ALL DEFENDANTS - LIABILITY FOR THE NEGLIGENCE OF DEFENDANT DR. RENELIQUE AS ALTER EGOS

59. Plaintiff, Ms. Williams, adopts and realleges paragraph 1 through 56 and further alleges:

60. Based on actual employment, agency, apparent agency, agency or employment allegations set forth above as well as the allegations of alter ego and piercing the corporate veil the Defendants are personally, collectively and jointly and severally liable for the negligence of Defendant Dr. Renelique as set forth in Count III, below.

COUNT III

CLAIM AGAINST DR. RENELIQUE - NEGLIGENCE

61. The Plaintiff, Ms. Williams, adopts and realleges paragraphs 1 through 56 and further alleges:

62. The Defendant PIERRE JEAN-JACQUE RENELIQUE, M.D. was a health care provider which held himself out to the public in general and to Sycloria in particular, as capable of and who also undertook the corresponding duty to of providing medical care and services including abortion services in accordance with that level of care and skill which is recognized as acceptable

and appropriate by reasonably prudent similar health care providers in the same or similar circumstances.

63. Notwithstanding the aforesaid duties, the Defendant PIERRE JEAN-JACQUE RENELIQUE, M.D. negligently breached his duties, in one or more of the following ways by failing to be readily available if an emergency occurred, utilizing unlicensed individuals to administer prescription drugs, failing to call or instructing staff to call 911 for a woman in labor when no medical personnel much less a doctor was present at the Hialeah clinic, failing to instruct the staff to call 911 to assist the baby who was born alive, instructing unlicensed nonmedical staff to perform unlicensed medical procedures, failing to maintain required medical records, improperly disposing of the baby's remains and falsifying his medical records to omit the fact that a live birth had taken place prior to any D&E procedure as well as:

- a. Failed to be present at the Clinic for the scheduled abortion;
- b. Failed to respond to the Clinic when Sycloria was in active labor;
- c. Failed to instruct the Clinic staff to call 911 to get Sycloria prompt medical care when she was in active labor
- d. Failed to instruct the Clinic Staff to call 911 to get Shanice Osbourne, the baby born alive, immediate medical care and attention,
- e. Instructing the unlicensed clinic staff to administer Cytotec to Sycloria despite being unavailable for the abortion procedure;
- f. Allowed unlicensed Clinic staff to administer prescription drugs including Cytotec to Sycloria;

- g. Instructing unlicensed Clinic staff to perform medical procedures;
- h. Failing to keep proper medical records;
- i. Falsifying medical records to hide the fact that Sycloria delivered a live baby which was killed at the Clinic;
- j. Falsifying medical records to indicate he performed a D&E procedure despite the fact that Sycloria had already delivered a live fetus which had been killed by Clinic staff;
- k. Failing to properly dispose of fetal remains;
- l. Utilizing Cytotec and Laminaria sticks for a D&E procedure when he was unable to attend to the patient;
- m. Failing to ensure licensed personnel were available at the clinic for the abortion;
- n. Failing to call in another physician to care for Sycloria when she was in active labor and he was unavailable;
- o. Allowing an unlicensed person to administer prescription medications and attempt to place an IV;
- p. Falsifying Shanice Osbourne's medical records;
- q. Failing to keep accurate, legible and truthful medical records including patient history, physical examination, test results and prescription information, or accurate records of actual events and procedures;
- r. Allowing unlicensed personnel to attend to Sycloria during recovery from conscious sedation;

64. As a direct and proximate result of the negligence of the Defendants, the Plaintiff brings the below listed claims for damages on behalf of herself, the estate and survivors.

COUNT IV -

CLAIM AGAINST MIRAMAR WOMAN CENTER, INC., A GYN. OF HIALEAH, INC., and A WOMAN'S CARE, INC. - VICARIOUS LIABILITY FOR DEFENDANT BELKIS GONZALEZ

65. Plaintiff adopts and realleges paragraph 1 through 56 and further alleges:

66. Based on actual employment, agency, apparent agency, agency or employment Defendants MIRAMAR WOMAN CENTER, INC., A GYN. OF HIALEAH, INC., and A WOMAN'S CARE, INC. are vicariously liable for the negligence and intentional conduct of Defendant BELKIS GONZALEZ as set forth in Counts VI, VII and VIII, below.

COUNT V -

CLAIM AGAINST ALL DEFENDANTS - LIABILITY FOR THE NEGLIGENCE OF DEFENDANT BELKIS GONZALEZ AS ALTER EGOS

67. Plaintiff adopts and realleges paragraph 1 through 56 and further alleges:

68. Based on actual employment, agency, apparent agency, agency or employment allegations set forth above as well as the allegations of alter ego and piercing the corporate veil set forth above, the Defendants are personally, collectively and jointly and severally liable for the negligence and intentional conduct of Defendant Belkis Gonzalez as set forth in Counts Count VI, VII and VIII below.

COUNT VI -

CLAIM FOR NEGLIGENCE INFLICTION OF MENTAL DISTRESS

69. Plaintiff adopts and realleges paragraphs 1 through 56 and further alleges:

70. As a direct and proximate result of the negligent conduct of the Defendants, Plaintiff Sycloria witnessed the live birth and suffering of her daughter as she struggled for life in pain, moving and breathing on the recliner. She witnessed Belkis Gonzalez enter the room and knock the live baby from the recliner seat where she had given birth to the floor. She then witnessed the murder of her daughter by Belkis Gonzalez before her eyes, as Belkis Gonzalez picked up a large pair of orange shears and cut the umbilical cord connecting mother and daughter. Belkis Gonzalez did not clamp the baby's umbilical cord allowing the baby to bleed out and also threw or by some accounts literally swept the breathing live child into a biohazard bag to suffocate and bleed to death. There are reports that Belkis Gonzalez also placed a caustic chemical in the bag with the live baby. As a direct and proximate result, Plaintiff Sycloria sustained severe emotional distress, shock and psychic trauma which have resulted in discernible bodily injury to her, loss of the capacity for the enjoyment of life, medical and psychotherapy expenses, and other compensatory damages recoverable under Florida law against Belkis Gonzalez.

COUNT VII -

CLAIM FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

71. Plaintiff adopts and realleges paragraphs 1 through 56 and further alleges:

72. As a direct and proximate result of the intentional conduct of the Defendants, Plaintiff Sycloria witnessed the live birth and suffering of her daughter as she struggled for life in pain, moving and breathing on the recliner. She witnessed Belkis Gonzalez enter the room and knock the live baby from the recliner seat where she had given birth to the floor. She then witnessed the murder of her daughter by Belkis Gonzalez before her eyes, as Belkis Gonzalez picked up a large pair of orange shears and cut the umbilical cord connecting mother and daughter. Belkis Gonzalez did not clamp the baby's umbilical cord allowing the baby to bleed out and also threw or by some accounts literally swept the breathing live child into a biohazard bag to suffocate and bleed to death. There are reports that Belkis Gonzalez also placed a caustic chemical in the bag with the live baby. As a direct and proximate result, Plaintiff Sycloria sustained severe emotional distress, shock and psychic trauma which have resulted in discernible bodily injury to her, loss of the capacity for the enjoyment of life, medical and psychotherapy expenses, and other compensatory damages recoverable under Florida law against Belkis Gonzalez.

73. As a direct and proximate result, Plaintiff Sycloria sustained her own individual severe emotional distress, shock, psychic trauma and physical

injuries which have resulted in mental pain and suffering, bodily injury, loss of the capacity for the enjoyment of life, medical and psychotherapy expenses, and other compensatory damages recoverable under Florida law against the Defendants.

COUNT VIII -

CLAIM FOR BATTERY

74. Plaintiff adopts and realleges paragraphs 1 through 56 and further alleges:

75. As a direct and proximate result of the intentional conduct of the Defendants, Plaintiff Sycloria witnessed the live birth and suffering of her daughter as she struggled for life in pain, moving and breathing on the recliner. She witnessed Belkis Gonzalez enter the room and knock the live baby from the recliner seat where she had given birth to the floor. She then witnessed the murder of her daughter by Belkis Gonzalez before her eyes, as Belkis Gonzalez picked up a large pair of orange shears and cut the umbilical cord connecting mother and daughter. Belkis Gonzalez did not clamp the baby's umbilical cord allowing the baby to bleed out and also threw or by some accounts literally swept the breathing live child into a biohazard bag to suffocate and bleeding to death. There are reports that Belkis Gonzalez also placed a caustic chemical in the bag with the live baby. As a direct and proximate result, Plaintiff Sycloria sustained severe emotional distress, shock and psychic trauma which have resulted in discernible bodily injury to her, loss of the capacity for the

enjoyment of life, medical and psychotherapy expenses, and other compensatory damages recoverable under Florida law against Belkis Gonzalez.

CLAIMS FOR DAMAGES TO ALL COUNTS

DAMAGES SUSTAINED BY PLAINTIFF SYCLORIA WILLIAMS- PERSONAL INJURY

76. As a direct and proximate result of the negligence of the Defendants as set forth in the previous Counts, SYCLORIA WILLIAMS has in the past and will in the future suffer the following damages:

- a. Bodily Injury;
- b. Pain and suffering;
- c. Disability;
- d. Disfigurement;
- e. Severe mental anguish and emotional distress;
- f. Loss of capacity for the enjoyment of life;
- g. Medical and other health related expenses;
- h. Lost earning and lost wage earning capacity;
- i. Rehabilitation expenses; and,
- j. Aggravation of a pre-existing condition.

CLAIMS OF PERSONAL REPRESENTATIVE FOR DAMAGES ON BEHALF OF THE ESTATE AND SURVIVOR- WRONGFUL DEATH OF SHANICE DENISE OSBOURNE

77. As a direct and proximate result of the negligence and intentional conduct of the Defendants which caused the wrongful death of SHANICE

OSBOURNE, Sycloria Williams, as Personal Representative of the Estate of SHANICE OSBOURNE, deceased, sets forth the below listed claims for the decedent's Estate and decedent's survivor pursuant to Florida Statute 768.21, the Wrongful Death Act.

78. Sycloria Williams, as Personal Representative of the Estate of Shanice Osbourne, deceased, claims for the Estate of SHANICE OSBOURNE medical or funeral expenses or both which have been incurred due to the decedent's death which have become a charge against her estate or that were paid by or on behalf of the decedent excluding the amounts recoverable by the decedent's Personal Representative, SYCLORIA WILLIAMS.

79. Sycloria Williams, as Personal Representative of the Estate of Shanice Osbourne, deceased, claims for herself as surviving parent of the minor Shanice Osbourne, her past and future mental pain and suffering.

WHEREFORE, Plaintiff SYCLORIA WILLIAMS as Personal Representative of the Estate of SHANICE OSBOURNE, Deceased, demands judgment against the Defendants for compensatory damages in excess of the minimum jurisdictional limits of this Court, exclusive of interest and costs.

DEMAND FOR JURY TRIAL

80. The Plaintiff demands trial by jury on all issues triable as a right by a jury.

DATED on January 27, 2009.

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