

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO.:

MAURA MENA,

Plaintiff,

v.

PLANNED PARENTHOOD OF SOUTH
FLORIDA AND THE TREASURE COAST, INC, and
PLANNED PARENTHOOD FEDERATION OF
AMERICA, INC.

Defendants.

COMPLAINT

COME NOW, Plaintiff, MAURA MENA, by and through her undersigned counsel, and sues the Defendants, PLANNED PARENTHOOD OF SOUTH FLORIDA AND THE TREASURE COAST, INC., and PLANNED PARENTHOOD FEDERATION OF AMERICA, for her cause of action, and states the following:

JURISDICTION AND VENUE

1. This Court has original jurisdiction over the action pursuant to 28 U.S.C. § 1331, 1343, and 1367 for the Plaintiff's claims arising under Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12181 and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794. In this action, Plaintiff suffered injuries and now seeks damages.
2. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1) and (b)(2) because (a) the Defendant is in this judicial district, and (b) a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this judicial district.

PARTIES

3. MAURA MENA is a resident of Florida who is deaf and communicates in American Sign Language (ASL) and is therefore a qualified individual with a disability under the Rehabilitation Act (RA) and the Americans with Disabilities Act (ADA) and is otherwise *sui juris*.
4. PLANNED PARENTHOOD OF SOUTH FLORIDA AND THE TREASURE COAST, INC. (“PLANNED PARENTHOOD”) owns and operates a health clinic located at 3119-A, Coral Way in Miami, FL as well as six other health clinics from Miami-Dade County to Indian River County.
5. PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. (“PPFA”) is a New York Corporation, licensed and doing business in Florida. PPFA establishes the health, education, and advocacy mission of its sixty-six affiliates across the country that operate under the Planned Parenthood name, and has control over the health care policies for each of its affiliates.
6. PPFA establishes policies and procedures for PLANNED PARENTHOOD, and PLANNED PARENTHOOD is required to follow the procedures set by PPFA as part of their affiliate agreement.
7. PLANNED PARENTHOOD and PPFA, and all of its affiliates receive over 500 million dollars of federal financial assistance per year, and is therefore subject to the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794.

FACTS ABOUT PLANNED PARENTHOOD

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8. PPFA and its affiliates are the nation's largest reproductive health care provider, with more than 700 health centers across the country. PPFA and its affiliates serve more than three million people per year and provide sex education training to over one million young people per year.
9. PPFA controls the actions and directs the affairs of its affiliates across the country. PPFA provides each affiliate with a Medical Policy and Procedure Manual which must be followed unless the state has an overriding statutory requirement. PPFA provides a "template" for a policy and the affiliate revises as appropriate for their state.
10. In order for an affiliate to remain in good standing, it must follow all rules, regulations, requirements, and procedures, put forth by PPFA, unless the state that the affiliate is located in has other statutory requirements that would override. Each affiliate is accredited every three to four years and if all points (administrative, clinical, education) of its policies and procedures are not met, the affiliate could be put on probation. If the affiliate chose not to comply with the policies and procedures of PPFA, the affiliate would not be accredited by PPFA and would no longer be allowed to use the "Planned Parenthood" brand.
11. By virtue of promulgating policy and procedures which the affiliates are obligated to follow, it has the power and authority to facilitate any necessary accommodation.
12. In the past century, PPFA and its affiliates have been on the forefront of women's reproductive rights and developed the following mission statement:

Planned Parenthood believes in the fundamental right of each individual, throughout the world, to manage his or her fertility, regardless of the individual's income, marital status, race, ethnicity, sexual orientation, age, national origin, or residence. We believe that respect and value for diversity in all aspects of our organization are essential to our well-being. We believe

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that reproductive self-determination must be voluntary and preserve the individual's right to privacy. We further believe that such self-determination will contribute to an enhancement of the quality of life and strong family relationships.

Based on these beliefs, and reflecting the diverse communities within which we operate, the mission of Planned Parenthood is

- to provide comprehensive reproductive and complementary health care services in settings which preserve and protect the essential privacy and rights of each individual
- to advocate public policies which guarantee these rights and ensure access to such services
- to provide educational programs which enhance understanding of individual and societal implications of human sexuality
- to promote research and the advancement of technology in reproductive health care and encourage understanding of their inherent bioethical, behavioral, and social implications

13. PPFA and PLANNED PARENTHOOD fails and continues to fail to account for the unique needs of women with disabilities and fails to provide the same services to persons with disabilities as other “able-bodied” women.
14. According to PPFA publications, women with physical disabilities are at a great risk of being victims of Intimate Partner Violence (IPV). Women with disabilities experience almost twice the rate of all forms of abuse compared to women without disabilities. In fact, studies have shown that 83% of women with disabilities are sexually assaulted at some point in their lives. The IPV risk factors potentially associated with different disabilities (e.g., blindness, spinal cord injury, cognitive impairment, or deafness) are different in consideration of the barriers they may (or may not) present to self-defense, judgment, mobility-related safety, and access to IPV services or preventive educational initiatives.
15. Deaf women are often subject to communication control as a form of IPV, including when perpetrators had greater speech abilities.

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16. In recognition of the prevalence of IPV, PPFA and all of its affiliates, have adopted a policy where, for each visit, each medical center provides Intimate Partner Violence (IPV) screening.
17. It is standard practice that screening for IPV should be confidential, direct, and non-judgmental. Screening should be done on a routine basis as part of the medical intake. For clients with limited English proficiency, trained interpreters should be used; the use of family or friends as interpreters should be avoided if at all possible. IPV screening must be done in absolute privacy to reduce the danger that the patient's partner will learn of the disclosure and retaliate.
18. Such IPV screening is to ensure that the woman is not in a position of coercion, and the choices with regards to reproductive choice are her choices, and not that of a parent, partner or caregiver.
19. In order to ensure a woman's choice, privacy and the absence of coercion, PPFA and their affiliates use Language Line when an in-person staff member does not speak a patient's language. Language Line provides on-demand interpreters in any spoken language.
20. PPFA or PLANNED PARENTHOOD does not utilize Video Remote Interpreting or any other device to communicate with Deaf women to determine whether their choice is voluntary and their privacy is secured.
21. PPFA or PLANNED PARENTHOOD do not have any policies or procedures to provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills, where necessary to afford such persons an equal opportunity to benefit from the services of PPFA or PLANNED PARENTHOOD..

Provisions of Florida Law Ensuring Informed Consent and Choice

22. Florida Law requires a heightened standard to ensure that the choice provided to a woman in terminating a pregnancy is an informed choice, as follows:

(3) CONSENTS REQUIRED.—A termination of pregnancy may not be performed or induced except with the voluntary and informed written consent of the pregnant woman or, in the case of a mental incompetent, the voluntary and informed written consent of her court-appointed guardian.

(a) Except in the case of a medical emergency, consent to a termination of pregnancy is voluntary and informed only if:

1. The physician who is to perform the procedure, or the referring physician, has, at a minimum, orally, in person, informed the woman of:

a. The nature and risks of undergoing or not undergoing the proposed procedure that a reasonable patient would consider material to making a knowing and willful decision of whether to terminate a pregnancy.

b. The probable gestational age of the fetus, verified by an ultrasound, at the time the termination of pregnancy is to be performed.

(I) The ultrasound must be performed by the physician who is to perform the abortion or by a person having documented evidence that he or she has completed a course in the operation of ultrasound equipment as prescribed by rule and who is working in conjunction with the physician.

(II) The person performing the ultrasound must offer the woman the opportunity to view the live ultrasound images and hear an explanation of them. If the woman accepts the opportunity to view the images and hear the explanation, a physician or a registered nurse, licensed practical nurse, advanced registered nurse practitioner, or physician assistant working in conjunction with the physician must contemporaneously review and explain the images to the woman before the woman gives informed consent to having an abortion procedure performed.

...

c. The medical risks to the woman and fetus of carrying the pregnancy to term.

2. Printed materials prepared and provided by the department have been provided to the pregnant woman, if she chooses to view these materials, including:

a. A description of the fetus, including a description of the various stages of development.

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- b. A list of entities that offer alternatives to terminating the pregnancy.
 - c. Detailed information on the availability of medical assistance benefits for prenatal care, childbirth, and neonatal care.
3. The woman acknowledges in writing, before the termination of pregnancy, that the information required to be provided under this subsection has been provided.

Nothing in this paragraph is intended to prohibit a physician from providing any additional information which the physician deems material to the woman's informed decision to terminate her pregnancy.

....

(c) Violation of this subsection by a physician constitutes grounds for disciplinary action under s. 458.331 or s. 459.015. Substantial compliance or reasonable belief that complying with the requirements of informed consent would threaten the life or health of the patient is a defense to any action brought under this paragraph.

Fla. Stat. 390.0111(c)(emphasis added)

23. Further, Florida Statutes require abortion providers, such as PLANNED PARENTHOOD to provide further information as follows:

(1) As used in this section, an "abortion referral or counseling agency" is any person, group, or organization, whether funded publicly or privately, that provides advice or help to persons in obtaining abortions.

(2) An abortion referral or counseling agency, before making a referral or aiding a person in obtaining an abortion, shall furnish such person with a full and detailed explanation of abortion, including the effects of and alternatives to abortion.

(3) Any person who violates the provisions of this section is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Fla. Stat, 390.025.

FACTS SPECIFIC TO MAURA MENA

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24. At the onset of the material times, MAURA MENA was a 37-year-old woman who is deaf and communicates in American Sign Language.
25. MENA was born deaf, and grew up in South Florida with divorced parents, none of which were deaf or communicated in sign language.
26. MENA did not begin her education until she was seven years old, and later attended high school at South West Miami Senior High School, and spoke primarily ASL, and graduated with a fourth grade written English ability, which is not uncommon as ASL is MENA's primary language.
27. Similar to many deaf children of hearing adults, MENA received no sex education from her parents or school, nor any education regarding her rights under the Americans with Disabilities Act to have equal communication access.
28. MENA had her first child when she was 20 years old in 1996, while in a long term relationship. MENA gave birth at Baptist Hospital, and her cousin was in the delivery room with her and interpreted for her.
29. Four years later, MENA had two surgical abortions in North Miami. She did not have interpreters at either of these abortions and did not know the risks, alternatives, or health effects of these abortions. Subsequent to the abortions, she could not walk, had severe fever and bleeding for several days.
30. At the time, she lived with her mother, who disapproved of the procedure. Her mother stood by while MENA on both occasions stayed at home until the adverse effects of the abortion subsided.

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31. MENA then was married wherein she tried to have children. The first pregnancy resulted in a miscarriage, and then she had two more children in 2005 and 2007. Both births occurred at Palmetto Hospital where, again, she did not have interpreters on either occasion, and the hospital used family members with minimal knowledge of ASL to interpret for both deliveries.
32. While she was married, MENA learned about her rights under the Americans with Disabilities Act and started to request interpreters during medical care and treatment.
33. After MENA's husband left her, in 2012, and then for the next year and one half, MENA became homeless with her three children. She would move from friend to friend, live in her car, or in a gym.
34. In 2012, MENA had a chemical abortion at a Planned Parenthood in Orlando. Prior to receiving the abortion, she called and requested, and had an ASL interpreter when she arrived at the Orlando facility
35. In April 2013, MENA wanted to have more children.
36. While she was homeless in Miami, MENA began dating a man in April of 2013, who, like most of MENA's relationships, did not understand ASL, and communicated through basic signs and pantomime.
37. As a result of the relationship between MENA and a hearing man, he assumed dominance in all interactions between MENA and others who could hear and understand English.
38. In August 2013, MENA became pregnant as a result of the relationship. MENA did not know what her options were at that point and was not sure what she wanted to do and thought of an abortion.

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39. On August 1, 2013, MENA's boyfriend suggested PLANNED PARENTHOOD. Since MENA did not have a phone, MENA's boyfriend made the call to PLANNED PARENTHOOD. A transcript of the call is attached hereto as Exhibit "A"
40. In the phone call:
- a. MENA's boyfriend does not identify himself, but refers to himself as a "friend."
 - b. States that Mena is "mute" and legally cannot speak
 - c. PLANNED PARENTHOOD asks if the friend will translate for her during the appointment.
 - d. PLANNED PARENTHOOD reviews the costs and the procedures with MENA's boyfriend;
 - e. MENA's boyfriend is in a rush to get the procedure done as soon as possible.
 - f. When the boyfriend was not sure of whether he was going to accompany her, PLANNED PARENTHOOD implied that MENA would be required to bring a translator at the time of her appointment.¹
41. MENA requested that her boyfriend ask for an interpreter, and was under the impression that he did ask for an interpreter at the time of her appointment, so she could understand what was occurring, especially since she had such a traumatic experience with an abortion in the past.
42. The next morning, MENA arrived first at the PLANNED PARENTHOOD location at 3119-A Coral Way in Miami, FL, and her boyfriend arrived late.

¹ "PP – Okay, just give me one moment, Okay. If you won't be accompanying her whoever will be accompanying her if you know, if she is mute she'll just need a translator at the time of her appointment with her."

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43. When MENA arrived for her procedure, she asked her boyfriend, “where is the interpreter?” MENA was upset and argued with her boyfriend in sign language and in front of the staff how she needed and wanted an interpreter. Her boyfriend told her to be quiet as it would cost them more money if she was going to postpone the abortion, and as she was homeless, she did not have any more money to spend. MENA started to cry.
44. MENA’s boyfriend spoke with the doctor and could not and did not interpret what the doctor told him to MENA.
45. It was clear and obvious that MENA’s boyfriend could not and did not interpret any of the materials to MENA.
46. MENA was provided forms on an electronic tablet to sign. In all forms, PLANNED PARENTHOOD referred to MENA as “MAURA (FULLY DEAF) MENA”
47. As the forms were not translated to American Sign Language, MENA was asked to sign the forms to get the procedure. None of the language on the forms was explained to her.
48. PLANNED PARENTHOOD did not know who MENA’s boyfriend was, nor did they attempt to explain MENA’s privacy rights under the Health Insurance Portability and Accountability Act.
49. PLANNED PARENTHOOD has a form entitled “Consent for an interpreter not employed by Planned Parenthood” attached as Exhibit “B”. Such form does not provide MENA a choice, and was filled out by PLANNED PARENTHOOD to indicate that MENA was going to interpret for herself.
50. PLANNED PARENTHOOD failed to take a history of MENA and included many issues in her history which were inaccurate or false, see Exhibit “C”. Examples of items that

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were never explained to MENA, but were indicated in the medical records from PLANNED PARENTHOOD are as follows:

- a. Reviewed diagnosis (es) and plan with patient. Patient voiced understanding.
- b. Condoms were offered. Client Accepted
- c. Access to telephone, ER care
- d. Willing to have vacuum aspiration
- e. Can follow up to confirm pregnancy terminated
- f. Patient desires to know if multiple gestations are identified
- g. Options counseling: adoption, abortion, parenting discussed
- h. Client is Confident and clear about decision to have an abortion
- i. Client informed about what to expect emotionally and physically before, during, and after procedure
- j. Client demonstrated understanding and is prepared for the abortion
- k. All questions answered
- l. Denies coercion (including reproductive coercion)
- m. Desired birth control method: oral contraceptives
- n. "Patient states that the person who got her pregnant was aware she is here today for abortion and he is supportive of her decision. Patient states she has someone who supports her decision. Patient denies being threatened by anyone if she does not do what they want with the pregnancy.
- o. Patient informed of US findings
- p. Patient informed of eligibility for MAB or TAB
- q. Patient has support at home including partner

- r. Risk of abnormalities and need to complete abortion discussed
 - s. After hours/ER info given/reviewed
 - t. Post procedure instructions given
 - u. Follow up plan: repeat ultrasound.
 - v. BCM Counseling
 - w. Reviewed diagnosis and plan with patient. Patient voiced understanding.
51. At no time in the medical record does it indicate that MENA's boyfriend was present during the Intimate Partner Violence screening, the abortion procedure, the parental counseling or other procedure conducted by PLANNED PARENTHOOD.
52. Despite the consent form, attached hereto as Exhibit "B", the provider, C.J., stated "Pt. is deaf, but understands lip reading.
53. MENA does not understand lip reading nor did she ever contend that she understands lip reading. As ASL is MENA's primary language, "lip reading" is not effective for her. Only about 30% of English speech sounds appear as lip movements. The majority of English speech sounds emanate from tongue, throat, breath, and other physiological functions invisible on the lips. Thus, approximately 70% of speech reading involves guesswork apart from the "data" gained from watching lip movements. As such, with very limited English ability, MENA is not able to accurately or effectively fill in the gaps between what is accurately perceived via lip movements, facial expressions, and gestures that are strongly dependent when one is innately fluent in the English language.
54. As such, she was able to answer only the most basic questions and understand that the ultrasound showed that her fetus was the size of a bean and was four weeks old. (The medical records demonstrate that the fetus was five weeks, three days old.)

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55. PLANNED PARENTHOOD tried to speak directly to her via writing notes. The first time was when the receptionist wrote down the price of the procedure and ask if she could pay. The second is during a point in the procedure when MENA's boyfriend left the room with MENA alone with the doctor, and the doctor displayed a series of pamphlets in the examination room, of which MENA did not understand, and then wrote down on a piece of paper, "NEXT TIME USE A CONDOM"
56. MENA received the medications, but did not understand herself on how to use the medication. Did not know the order of how to take the medication or how much.
57. MENA was told to come back on August 16, 2014. She was still in pain and cramping, and did not know what was occurring, and was not provided an adequate understanding of what was occurring.
58. On August 20, 2013, because she did not believe she was permitted an interpreter at PLANNED PARENTHOOD and PLANNED PARENTHOOD would not provide her with an interpreter, MENA went to the Emergency Department of Hialeah Hospital because she was experiencing vaginal bleeding.
59. After the abortion, MENA continuously cried. She did not know what alternatives she had other than to have the abortion and wanted to have more children.
60. MENA has used PLANNED PARENTHOOD in the past and will return in the future for yearly wellness services, and information for her daughter.
61. Following this incident, and starting in January 2014, counsel for MENA attempted to contact PLANNED PARENTHOOD to resolve the matter and ensure that adequate services were in place to provide reproductive services and choices to Deaf women which were equivalent to those provided to hearing women. The policy and liability issues were

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directly referred to PPFA, who is responsible for the policy provisions of PPFA and its affiliates.

62. For fourteen months, the undersigned attempted to obtain adequate provisions to ensure equal treatment for Deaf women with PPFA, and throughout such time, PPFA refused and continues to refuse to ensure that the Deaf community is provided effective communication and benefits and services which are equal to those received by the hearing community.
63. In returning to PLANNED PARENTHOOD, MENA would like to be able to receive the same services and information as any hearing person who goes to PLANNED PARENTHOOD or any other PPFA affiliate, which includes, but is not limited to:
 - a. Being able to make independent decisions regarding her reproductive care or treatment without pressure or coercion from a non-disabled partner;
 - b. Being able to ask questions and receive information in American Sign Language;
 - c. Being able to return annually to PLANNED PARENTHOOD for annual checkups for gynecological care.
 - d. Being able to accompany her daughter so her daughter could learn about safe and healthy reproductive health.
 - e. Having printed information in an accessible format in ASL for the Deaf;
 - f. Being treated with dignity and not to be given a moniker of Maura “Fully Deaf” Mena.
64. The discrimination against MENA was intentional, with reckless disregard, and with deliberate indifference to her protected rights and the rights of all Deaf women to effective choice.
65. MENA has retained the services of Disability Independence Group, Inc., and have agreed to pay them a reasonable fee for their services.

COUNT I
SECTION 504 OF THE REHABILITATION ACT OF 1973, 29 USC § 706

66. Plaintiff re-alleges and incorporates herein the allegations set forth in Paragraphs 1 through 65 above.
67. MENA is deaf and her disability substantially limit her major life activities, including her ability to effectively communicate with others who are not fluent in ASL, therefore, she are considered to be individuals with a disability under Section 504 of the Rehabilitation Act, as amended.
68. PPFA and PLANNED PARENTHOOD is a recipient of federal financial assistance.
69. Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, requires that no qualified individual with a disability, on the basis of that disability, be excluded from participation in or be denied the benefit of the services, programs, activities, or to otherwise be discriminated against.
70. During MENA's treatment at PLANNED PARENTHOOD, the staff recognized that she was deaf to the extent that they gave her the moniker "MAURA (FULLY DEAF) MENA"
71. Prior to MENA's treatment, PLANNED PARENTHOOD advised MENA's boyfriend that he was required to bring a translator for MENA.
72. During MENA's treatment, and notwithstanding the fact that she communicated in sign language, PLANNED PARENTHOOD allowed MENA's boyfriend to control her decisions and allowed Intimate Partner Violence by his controlling MENA's communication, and depriving her of an effective and informed choice.
73. Solely as a result of her disability, PLANNED PARENTHOOD treated her differently from any other hearing woman failing to do the following:

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- a. Conducting an Intimate Partner Violence Screening in a private, confidential and non-judgmental fashion in a direct manner, either through direct contact, or in any spoken language, through Language Line;
- b. Protecting her privacy rights to be able to discuss her treatment and care outside the presence of the father of the fetus;
- c. Providing information regarding alternatives other than terminating the pregnancies and other resources for assistance;
- d. Ensuring that the risks of the procedure and that she is clear about her decision.
- e. Ensuring that statutory mandates of Florida Statutes are complied with, including receiving information, **orally**, in person, and not in writing of :
 - i. the nature and risks of undergoing or not undergoing the proposed procedure that a reasonable patient would consider material to making a knowing and willful decision of whether to terminate a pregnancy.
 - ii. The probable gestational age of the fetus, verified by an ultrasound, at the time the termination of pregnancy is to be performed.
 - iii. The medical risks to the woman and fetus of carrying the pregnancy to term.
- f. Provided with translation of printed materials provided to hearing and English speaking women that provide assistance to women that
 - i. Describes the fetus, including a description of the various stages of development.
 - ii. Provides a list of entities that offer alternatives to terminating the pregnancy.
 - iii. Provides detailed information on the availability of medical assistance benefits for prenatal care, childbirth, and neonatal care.

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74. PLANNED PARENTHOOD had actual knowledge of the need for interpreting services by utilizing MENA's boyfriend as an interpreter, and then after recognizing that MENA's boyfriend was not interpreting effectively, opted to attempt to use lip reading for communication with MENA.
75. PLANNED PARENTHOOD does not explain the risks of the procedures, nor permit a deaf patient to ask questions or to have a real understanding of her course of treatment.
76. MENA was deprived of the opportunity to ask all the questions she had, obtain statutorily required information, and to gain meaningful answers.
77. MENA was left feeling frustrated and mistreated after her medical treatment at PLANNED PARENTHOOD, and cried because of her lack of control and powerlessness in this situation.
78. MENA was not properly informed of the treatment plans, medication risks, and follow up procedures, nor given the opportunity to ask questions that any other non-hearing impaired person would ask.
79. Accordingly, PLANNED PARENTHOOD discriminated against MENA in the equal use of their facilities and as a result, she experienced mental anguish and humiliation in violation of her civil rights.
80. Further, PLANNED PARENTHOOD failed to provide services to MENA as they would have provided a similarly situated hearing patients.
81. PPFA was contacted after PLANNED PARENTHOOD was put on notice of MENA's claims. While PPFA has control of the affiliate's policies, practices and procedures, PPFA refused to, and continues to refuse to immediately implement corrective measures to ensure

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that persons who are Deaf do not experience similar discrimination solely on the basis of their disability.

82. MENA has actual knowledge that PPFA and PLANNED PARENTHOOD does not have adequate procedures to provide auxiliary aids for Deaf women, and does not, and will not, provide live interpreters for services in their facilities.
83. Defendants policies, practices and procedures, particularly the actions and omissions described above, violated MENA's rights under Section 504 of the Rehabilitation Act by discriminating on the basis of a disability.
84. PLANNED PARENTHOOD has discriminated against MENA by failing to provide auxiliary aids and services necessary to ensure effective communication with individuals who are deaf or hard of hearing, in violation of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794.
85. PLANNED PARENTHOOD staff knew that MENA would be harmed by their failure to provide an interpreter or effective communication, and as a result thereof, the staff was unable to impart information required by Florida law, or information provided to similarly situated hearing patients.
86. PLANNED PARENTHOOD's actions were intentional, with reckless disregard, and with deliberate indifference to the rights and needs of MENA.
87. As a result of PLANNED PARENTHOOD's actions, MENA has been damaged and suffered injuries and experienced emotional suffering, pain and anguish.

WHEREFORE, MENA respectfully prays that this Court grant the following relief against the Defendants, including entering a declaratory judgment, pursuant to Rule 57 of the Federal Rules of Civil Procedure, stating that the Defendants practices, policies and procedures

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have subjected MENA to discrimination in violation of Section 504 of the Rehabilitation Act permanently enjoining the Defendants from any practice, policy and/or procedure which will deny Plaintiff or any other Deaf woman equal access to, and benefit from the PLANNED PARENTHOOD, PPFA and their affiliates services or which deny Plaintiff effective communication in the course of services for reproductive health or abortion services. This includes entering a permanent injunction ordering the Defendants:

- a. To cease discrimination against MENA and all other deaf or hard of hearing patients;
- b. To promulgate and comply with policies and procedures to ensure that the PPFA and their affiliates, including PLANNED PARENTHOOD and their staff do not discriminate against individuals who are deaf and hard of hearing, which includes, but is not limited to:
 - i. Using Video Remote Interpreters, which are similar to language line, when a deaf person does not request an interpreter to determine if a Deaf patient is subject to Intimate Partner Violence;
 - ii. Using and providing, at no charge to the deaf patient, in-person sign language interpreters for any other communication and to ensure that statutorily required information is provided to patients, as well as all other services that are provided to hearing patients.
 - iii. Refraining from advising or implying that a patient is required to provide his or her own translators for an appointments, but enjoining defendants to promulgate and comply with procedures to ensure that the Defendants will notify individuals who are deaf or hard of hearing of their right to effective communication. This notification will include posting explicit and clearly

worded notices at the facility and on electronic publications that state that the Defendant will provide sign language interpreters and/or other communication services that ensure effective communication with deaf or hard of hearing persons.

- iv. Providing materials to deaf patients in American Sign Language through pre-recorded videos.
- c. Establish and implement training procedures for PLANNED PARENTHOOD, PPFA and its affiliates to ensure equal treatment for women with disabilities by recognizing and accommodating women with disabilities with respect to their unique needs and heightened susceptibility to IPV
- d. To Award compensatory damages from PLANNED PARENTHOOD to MENA.
- e. Award reasonable costs and attorneys' fees; and
- f. Award any and all other relief that may be necessary and appropriate.

COUNT II

TITLE III OF THE AMERICANS WITH DISABILITIES ACT, 42 USC § 12181 et seq

- 88. Plaintiff re-alleges and incorporate by reference the allegations of facts in paragraph 1 through 65.
- 89. MENA's hearing loss substantially limits her major life activities, including her ability to effectively communicate.
- 90. Therefore, Plaintiff is an individual with a disability under Title III of the Americans with Disabilities Act.
- 91. Plaintiff meets the essential eligibility requirements for Defendant's services at all times material hereto.

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92. MENA will likely return to the PLANNED PARENTHOOD premises in the near future to receive health services and will be harmed by their discriminatory policies and procedures.
93. MENA has actual knowledge that PPFA and PLANNED PARENTHOOD does not have adequate procedures to provide auxiliary aids for Deaf women, and does not, and will not, provide live interpreters for services in their facilities.
94. Defendants violated Title III of the Americans with Disabilities Act in numerous ways, including discriminatory actions which occurred and the lack of policies and procedures when they:
- a. Failed to maintain policies and procedures to ensure compliance with Title III of the Americans with Disabilities Act, specifically policies that provide equal access and effective communication to individuals with disabilities; 28 C.F.R. § 36.303(a) (2010).
 - b. Failed to ensure that communications with Plaintiff was as effective as communications with non-disabled patients; 28 C.F.R. § 36.303(a) (2010).
 - c. Failed to provide auxiliary aids and services, including a qualified interpreter, and to modify policies and procedures to prevent discrimination against Plaintiff; 28 C.F.R. § 36.303(a) (2010); 28 C.F.R. § 36.302(a) (2010).
 - d. Excluded Plaintiff from services of the public entity and denied Plaintiff the benefit of these services due to her disability. 28 C.F.R. § 36.202(a) (2010).
95. Defendants had knowledge of their obligations under the Americans with Disabilities Act and was deliberately indifferent to the rights MENA.
96. Defendants knew that MENA would be harmed by their failure to provide an interpreter.

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WHEREFORE, MENA respectfully prays that this Court grant the following relief against the Defendants, including entering a declaratory judgment, pursuant to Rule 57 of the Federal Rules of Civil Procedure, stating that the Defendants practices, policies and procedures have subjected MENA to discrimination in violation of the Americans with Disabilities Act and permanently enjoining the Defendants from any practice, policy and/or procedure which will deny Plaintiff or any other Deaf woman equal access to, and benefit from the PLANNED PARENTHOOD, PPFA and their affiliates services or which deny Plaintiff effective communication in the course of services for reproductive health or abortion services. This includes entering a permanent injunction ordering the Defendant:

- a. To cease discrimination against MENA and all other deaf or hard of hearing patients;
- b. To promulgate and comply with policies and procedures to ensure that the PPFA and their affiliates, including PLANNED PARENTHOOD and their staff do not discriminate against individuals who are deaf and hard of hearing, which includes, but is not limited to:
 - i. Using Video Remote Interpreters, which are similar to language line, when a deaf person does not request an interpreter to determine if a Deaf patient is subject to Intimate Partner Violence;
 - ii. Using and providing, at no charge to the deaf patient, in-person sign language interpreters for any other communication and to ensure that statutorily required information is provided to patients, as well as all other services that are provided to hearing patients.

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- iii. Refraining from advising or implying that a patient is required to provide his or her own translators for an appointments, but enjoining defendants to promulgate and comply with procedures to ensure that the Defendants will notify individuals who are deaf or hard of hearing of their right to effective communication. This notification will include posting explicit and clearly worded notices at the facility and on electronic publications that state that the Defendant will provide sign language interpreters and/or other communication services that ensure effective communication with deaf or hard of hearing persons.
- iv. Providing materials to deaf patients in American Sign Language through pre-recorded videos.
- c. Establish and implement training procedures for PLANNED PARENTHOOD, PPFA and its affiliates to ensure equal treatment for women with disabilities by recognizing and accommodating women with disabilities with respect to their unique needs and heightened susceptibility to IPV
- d. Award reasonable costs and attorneys' fees; and
- e. Any and all other relief that may be necessary and appropriate.

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PLAINTIFF DEMANDS A TRIAL BY JURY FOR ALL ISSUES FOR WHICH A TRIAL BY JURY IS PERMITTED.

Respectfully submitted this 12th day of March, 2015,

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