

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR OSCEOLA COUNTY, FLORIDA

MMB PROPERTIES, a Florida general  
partnership,

CASE NO.: 2014-CA1636 OC

Plaintiff,

vs.

PLANNED PARENTHOOD OF GREATER  
ORLANDO, INC., a Florida non-profit  
corporation,

Defendant.

/

**SUPPLEMENTAL AFFIDAVIT OF JENNA TOSH**

STATE OF FLORIDA  
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared Jenna Tosh, who after first being duly sworn on oath, deposes and says as follows:

1. My name is Jenna Tosh. I am over the age of 18 and otherwise fully competent to testify in these proceedings. Unless indicated to the contrary, all statements made in this Affidavit are true and correct based on my own personal knowledge.

2. Planned Parenthood of Greater Orlando Inc.'s ("PLANNED PARENTHOOD") Kissimmee health center opened on Thursday, July 10, 2014 and has been providing health care services to patients ever since.

3. If the Kissimmee health center is actually prevented from providing the services which have been enjoined in the Court's Order, then irreparable harm is certain to result to



PLANNED PARENTHOOD's business reputation as well as to the reputation of other Planned Parenthood affiliates generally.

4. The surgical abortion and diagnostic imaging services that this Court enjoined are part and parcel of the comprehensive women's healthcare that Planned Parenthood affiliates around the country provide to patients. The Court's use of the phrase "including but not limited to" makes it unclear to me what other services PLANNED PARENTHOOD may be prohibited from providing.

5. If PLANNED PARENTHOOD's Kissimmee health center is unable to offer surgical abortion or do ultrasounds (which will necessarily preclude us from providing other services as well), then PLANNED PARENTHOOD will lose quite a significant amount of revenue. Although the particular services at issue may comprise a small percentage of the total services typically provided by our health centers, PLANNED PARENTHOOD's inability to provide these services will result in the Kissimmee health center losing many patients who will not come to us in the first place if we no longer can provide these services. Revenue from all of the other associated or subsequent services we would likely provide for those patients will thus also be lost.

6. For example, Planned Parenthood health centers discuss contraception with their patients and often prescribe it to women who have come to the health center for abortions. Many of these women will then continue coming to the health center afterwards for contraception as well as a variety of other health services. Thus, although surgical abortion services may constitute a small portion of the total services to be provided at the Kissimmee health center, our physicians' inability to provide surgical abortions will result in the loss of future patients who would then return to us multiple times for other services the health center can provide.



7. Even if a woman comes to the Kissimmee health center only once, such as for abortion services, she also receives other healthcare services that are associated with or necessary for the abortion, such as an ultrasound and contraception. If the health center cannot provide abortions, it will lose revenue not just for the abortions, but also for all the associated healthcare services as well.

8. Absent a stay of the Court's Order as presently entered, if the Kissimmee health center is unable to provide surgical abortion and cannot make use of diagnostic imaging services for more than three months, then PLANNED PARENTHOOD will be constrained to seek another site for its Kissimmee health center. To be viable, PLANNED PARENTHOOD's Kissimmee center must be able to provide all the basic services necessary to attract and keep enough patients.

9. Despite the fact that it is important for Defendant PLANNED PARENTHOOD to be able to offer surgical abortions to those women who need and request them, the provision of abortions is not "a central component of PLANNED PARENTHOOD's corporate activity." In fact it was in Brooklyn, New York back in 1916 that Margaret Sanger established a birth control clinic that was the predecessor to Planned Parenthood. That was over a half century before the U.S. Supreme Court's decision in *Roe v. Wade* effectively legalized abortion throughout the United States. The national organization adopted its present name of Planned Parenthood Federation of America in 1942, which was over thirty years before the *Roe* decision. At that time it sponsored over 200 centers across the country. None performed abortions.

10. Defendant PLANNED PARENTHOOD began providing healthcare services here in Central Florida back in 1994, but did not provide surgical abortions until 2006. Performing abortions never has been and is thus far from our "primary purpose." The fact that PLANNED



PARENTHOOD does offer abortions has brought considerable attention to the organization as a result of abortion opponents. Those opponents consistently fail however to focus upon the vast number of other services which PLANNED PARENTHOOD provides and the many activities in which it is involved that are unrelated to abortion.

11. The court's order granting the injunction stated that I testified that PLANNED PARENTHOOD had only recently hired a Medical Director. In fact, I testified that PLANNED PARENTHOOD was currently transitioning from a part-time salaried Medical Director to a full-time Medical Director. Since PLANNED PARENTHOOD began providing health services in 1994, at no time has the organization ever been without a qualified Medical Director. Over the past twenty years it has provided healthcare, PLANNED PARENTHOOD has had 5 Medical Directors. Every one of the five has been a board certified OBGYN and has not only been responsible for oversight and supervision of all our medical staff but has also directly cared for patients.

12. All of PLANNED PARENTHOOD's medical services are delivered to our patients by appropriately licensed medical staff. At the present time, this includes our 4 Physicians, 7 mid-level clinicians (Advanced Registered Nurse Practitioners), 1 Registered Nurse and 4 Licensed Nurses.

13. Like most private physicians' offices, PLANNED PARENTHOOD accepts health insurance. For example, we are a contracted provider with the Florida Medicaid Program, AetnaBlue, Cross/Blue Shield, Cigna, Humana, United Health Care, Wellcare, Healthease, Staywell, Sunshine State Health, and Molina. All require our medical providers to be licensed and insured.



14. If the injunction is allowed to remain in effect, unstayed, then PLANNED PARENTHOOD will be significantly harmed. PLANNED PARENTHOOD stands to lose all the time and the over one million dollars it has already sunk into acquiring and opening the Kissimmee health center. It took us approximately ten months to find the current site for the Kissimmee health center. Another eight months were necessary to improve the facility and open the site. PLANNED PARENTHOOD had to expend costly resources to ensure that the walls, ceiling, and floors in the building were all replaced. A full rewiring and computer server installation was necessary, and an adequate security system had to be properly installed.

15. I believe that it will take us at least ten months to find another suitable property for this health center and another eight months to fully prepare that site. The result will be no small loss of revenue. PLANNED PARENTHOOD will not be providing health care services in the Kissimmee area throughout this time. The move will require us to divert significant resources away from all of our other services and programs.

FURTHER AFFIANT SAITH NAUGHT.

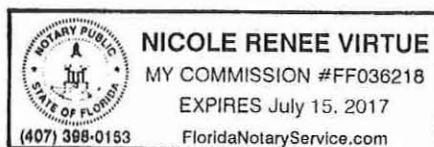
  
Jenna Tosh

SWORN TO AND SUBSCRIBED before me this 28 day of July, 2014, by Jenna Tosh who is ☒ personally known to me, or ☐ who produced \_\_\_\_\_ as identification.

[SEAL]

  
Notary Public

Nicole Renee Virtue  
Printed Name





**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 28, 2014, I electronically filed the foregoing with the Clerk of the Court by using the E-Portal system which will serve a copy via email on:

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/s/ Donald E. Christopher  
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