

FILED

Superior Court of California
County of Los Angeles

JUN 13 2010

Sherri R. Carter, Executive Officer/Clerk of Court
By Kristina Vargas Deputy
Kristina Vargas

1 Michael A. Coletti, Esq. (SBN 135632)
2 Law Offices of Michael A. Coletti
3 5850 Canoga Avenue, Ste. 400
4 Woodland Hills, California 91367
5 Telephone: (818) 710-3828
6 Facsimile: (818) 798-3288
7 Email: mike@colettilegal.com

8 Attorneys for Plaintiff, Taylor Lewis

9 Superior Court of the State of California
10 For the County of Los Angeles

11
12 Taylor Lewis,

13 Plaintiff,

14
15
16
17 v.

18
19
20 Planned Parenthood; San Gabriel
21 Valley, Inc. and Does 1-100,

22 Defendants.
23
24

Case No.: BC709722

Complaint for Damages and
Demand for Jury Trial

25 Plaintiff, for her cause of action against the Defendants, alleges as
26 follows:

27 Preliminary Allegations

28 1. Plaintiff Taylor Lewis ("Plaintiff") is an individual and
29 resident of the State of California.

30 2. Defendant San Gabriel Valley, Inc. is a business entity of
31 unknown form with its principal place of business at 130 W. Route 66, Unit
32 100, Glendora, CA 91740. All acts and omissions of Defendant Planned
33 Parenthood as described herein were done by its agents, servants,
34 employees and/or owners, acting in the course and scope of their respective
35 agencies, services, employments, and/or ownerships.

36 3. Defendant Planned Parenthood is a business entity of
37 unknown form with its principal place of business at 2333 Lake Avenue, 2nd

0107/01/00

06/13/2018

CIT/CASE: BC709722

LEA/DEF#:

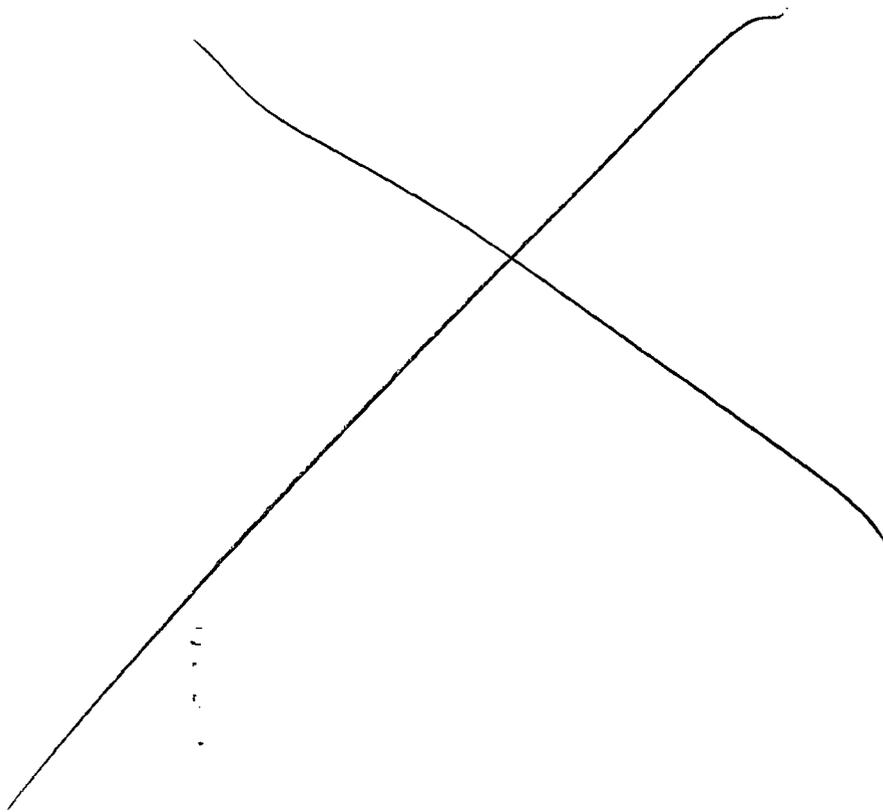
RECEIPT #: CCH517486013

DATE PAID: 06/13/18 09:43 AM

PAYMENT: \$435.00 310

RECEIVED:

CHECK:	\$435.00
CASH:	\$0.00
CHANGE:	\$0.00
CARD:	\$0.00



06/11/27/2019 TRAIL 12/13/2019 OBE 6/13/2021
 D & Nieto

Copy A of the original
 receipt is in the file

10/1/2018

10/1/2018
 10/1/2018
 10/1/2018

1 Floor, Altadena, CA 91001. All acts and omissions of Defendant Planned
2 Parenthood as described herein were done by its agents, servants,
3 employees and/or owners, acting in the course and scope of their respective
4 agencies, services, employments, and/or ownerships.

5 4. At all times alleged herein, Defendants include any and all
6 parents, subsidiaries, affiliates, divisions, franchises, partners, joint
7 venturers, and organizational units of any kind, their predecessors,
8 successors and assigns and their officers, directors, employees, agents,
9 representatives, and any and all other persons acting on their behalf.

10 5. At all times alleged herein, Defendants were each the agent,
11 servant, partner, aider and abettor, co-conspirator and joint venturer of each
12 other and were at all times operating and acting within the purpose and
13 scope of said agency, service, employment, partnership, conspiracy and
14 joint venture and rendered substantial assistance and encouragement to each
15 other, knowing that their conduct constituted a breach of duty owed to
16 Plaintiff.

17 6. There exists, and at all times herein alleged, there existed, a
18 unity of interest in ownership between certain Defendants and other certain
19 Defendants such that any individuality and separateness between the certain
20 Defendants has ceased and these Defendants are the alter-ego of the other
21 certain Defendants and exerted control over those Defendants. Adherence
22 to the fiction of the separate existence of these certain Defendants as an
23 entity distinct from other certain Defendants will permit an abuse of the
24 corporate privilege and would sanction fraud and would promote injustice.

25 7. The true names or capacities, whether individual, corporate,
26 or otherwise, of Defendants Does 1-40, inclusive, are unknown to Plaintiff,
27 who therefore sues said Defendants by such fictitious names. Plaintiff
28 believes and alleges that each of the Defendants designated herein by
29 fictitious names is in some manner legally responsible for the events and
30 happenings herein referred to and caused damages proximately and
31 foreseeably to Plaintiff as alleged herein.

32 **No Federal Claims Pleaded**

33 8. Plaintiff's claims in this action are brought solely under state
34 law. Plaintiff does not herein bring, assert, or allege, either expressly or
35 impliedly, any causes of action arising under any federal law, statute,
36 regulation, or provision. Thus, there is no federal jurisdiction in this action
37 on the basis of a federal question under 28 U.S.C. § 1331.

6611372018

1. 9. Furthermore, federal diversity jurisdiction is lacking in this
2 action. Complete diversity does not exist between the parties and therefore
3 the federal courts lack jurisdiction under 28 U.S.C §1332.

4 **General Allegations**

5 10. At all times relevant herein, Defendants, and each of them,
6 engaged in the business of placing medical devices into the stream of
7 commerce by designing, manufacturing, packaging, labeling, marketing,
8 selling, and distributing such devices, including the Nexplanon Birth
9 Control Devices. The Nexplanon Birth Control Devices are products
10 targeted at women as a birth control implant.

11 11. On information and belief, prior to April 10, 2017,
12 Defendants, and each of them, knew, or should have known, the Nexplanon
13 Birth Control Devices had caused injuries and complications that included,
14 but was not limited to, the causation of severe acne and failed to perform as
15 intended, required frequent and often debilitating additional surgeries, and
16 has caused severe and irreversible injuries, conditions, and damage to a
17 significant number of women.

18 12. On information and belief, on or before April 10, 2017,
19 Plaintiff presented to Defendants, and each of them, for consultation
20 regarding a birth control device. During this consultation, Defendants
21 recommended implantation of the Nexplanon Birth Control Device but
22 failed to fully disclose to Plaintiff all risks that were known, or should have
23 been known, and which were associated with said device and procedure.

24 13. On information and belief, Defendants recommended the
25 Nexplanon Birth Control Devices to Plaintiff as appropriate and safe for
26 birth control. Consequently, Plaintiff consented to the implantation of the
27 Nexplanon Birth Control Device.

28 14. On or before April 10, 2017, Defendants, and each of them,
29 implanted Plaintiff with the Nexplanon Birth Control Devices at Planned
30 Parenthood at 130 W. Route 66, Unit 100, Glendora, California with the
31 intention of providing birth control, the use for which Defendants and each
32 of them marketed and sold the Nexplanon Birth Control Devices.

33 15. As a result of the implantation of the Nexplanon Birth
34 Control Devices, Plaintiff suffered and will continue to suffer serious
35 bodily injuries; including pain, discomfort, humiliation, scarring and
36 disfigurement.

37

0011572018

**First Cause of Action: Medical Malpractice
(Against Defendants and Does 1-100)**

1
2
3 16. Plaintiff realleges and incorporates herein by reference each
4 of the foregoing paragraphs of this Complaint as though fully set forth
5 herein.

6 17. At all relevant times herein, Defendants, and each of them,
7 were healthcare providers, physicians, surgeons, and other hospital
8 personnel and facilities duly licensed to practice medicine and surgery,
9 operate hospitals and other medical facilities, and provide other related
10 medical services in the State of California. Defendants, and each of them,
11 inclusive, have held themselves out to possess that degree of skill, ability,
12 and learning, common to medical personnel in said community.

13 18. At all relevant times herein, Defendants, and each of them,
14 inclusive, were agents and employees, each of the other, and in doing the
15 things hereinafter mentioned were acting within the scope of their authority
16 as such agents and employees and with the consent of their Co-Defendants.

17 19. On information and belief, Defendants, and each of them,
18 inclusive, were doing business in the State of California, in the County of
19 Los Angeles.

20 20. Plaintiff retained the services of Defendants, and each of
21 them, to provide her with a birth control device, a medical condition for
22 which these Defendants implanted the Nexplanon Birth Control Devices in
23 Plaintiff.

24 21. Defendants, and each of them, inclusive, carelessly and
25 negligently treated, operated on, and cared for Plaintiff, and so negligently
26 failed to conform to the standards of care required of them as medical
27 practitioners, surgeons, nurses, and physicians, and that by reason thereof,
28 Plaintiff was caused to and did suffer irreparable, serious personal injuries
29 and damages as described herein.

30 22. Plaintiff had no knowledge of these Defendants' negligence
31 until less than one year and 90 days (the statutory period provided by
32 California Code of Civil Procedure section 364 from the date of the filing
33 of this Complaint.

34 23. As a direct result of said negligence of Defendants, and each
35 of them,, Plaintiff suffered and will continue to suffer serious, debilitating
36 and permanent injuries and damages, including great mental and physical
37 pain, scarring and disfigurement, medical and related expenses, and lost

1 earnings, all to her general and special damage in a sum in excess of the
2 jurisdictional minimum of this Court. Plaintiff will seek leave of court to
3 insert said sum when known to her or upon proof thereof at the time of trial.

4 **Second Cause Of Action: Strict Liability In Tort – Failure To Warn**
5 **(Against All Defendants)**

6 24. Plaintiff realleges and incorporates herein by reference each
7 of the foregoing paragraphs of this Complaint as though fully set forth
8 herein.

9 25. The Nexplanon Birth Control Devices were defective at the
10 time of their manufacture, development, production, testing, inspection,
11 endorsement, prescription, sale and distribution in that, and not by way of
12 limitation, the Nexplanon Birth Control Devices' warnings, instructions,
13 and directions failed to warn of the dangerous risks posed by the Nexplanon
14 Birth Control Devices, including increased dangerous propensities as
15 compared to other similar and comparable alternatives, which risks were
16 known or reasonably scientifically knowable to Defendants, and each of
17 them. These Defendants, and each of them, knew or should have known of
18 the defective condition, characteristics and risks associated with the
19 Nexplanon Birth Control Devices, as previously set forth herein.

20 26. At all times alleged herein, the Nexplanon Birth Control
21 Devices were defective and Defendants, and each of them, knew that the
22 Nexplanon Birth Control Devices were to be used by consumers without
23 inspection for defects therein. Moreover, Plaintiff, her prescribing
24 physicians, and healthcare providers, neither knew, at the time of their use
25 of the Nexplanon Birth Control Devices of the existence of all the
26 aforementioned defects. Ordinary consumers would not have recognized
27 the potential risks or side effects for which these Defendants failed to
28 include appropriate warnings.

29 27. At all times mentioned herein, the Nexplanon Birth Control
30 Devices were being used as intended by these Defendants and in a manner
31 reasonably foreseeable to these Defendants.

32 28. As a result of the defective condition of the Nexplanon Birth
33 Control Devices, namely the lack of sufficient warnings, Plaintiff suffered
34 and will continue to suffer serious, debilitating and permanent injuries and
35 damages, including great mental and physical pain and permanent
36 disfigurement, medical and related expenses, and lost earnings, all to her
37 general and special damage in a sum in excess of the jurisdictional

06/13/78/15

1 minimum of this Court. Plaintiff will seek leave of court to insert said sum.
2 when known to her or upon proof thereof at the time of trial.

3 29. Defendants, and each of them, had a duty to warn of known
4 or reasonably knowable side effects of the Nexplanon Birth Control
5 Devices. On information and belief, Defendants, and each of them, failed to
6 warn Plaintiff, of all known and reasonably knowable side effects of the
7 Nexplanon Birth Control Devices.

8 30. Defendants, and each of them, had a duty to adequately warn
9 the medical profession, including of the Nexplanon Birth Control Devices'
10 dangerous properties or of facts which make it likely to be dangerous. On
11 information and belief, Defendants, and each of them, did not adequately
12 warn the medical profession of the Nexplanon Birth Control Devices'
13 dangerous properties or of facts that make it likely to be dangerous.

14 **Third Cause Of Action: Strict Liability In Tort**

15 **(Against All Defendants)**

16 31. Plaintiff realleges and incorporates herein by reference each
17 of the foregoing paragraphs of this Complaint as though fully set forth
18 herein.

19 32. Defendants, and each of them, 30 designed, engineered,
20 developed, manufactured, fabricated, assembled, equipped, tested or failed
21 to test, inspected or failed to inspect, labeled, advertised, promoted,
22 marketed, supplied, distributed, wholesaled, and sold the Nexplanon Birth
23 Control Devices.

24 33. The Nexplanon Birth Control Devices manufactured,
25 supplied, and/or placed into the stream of commerce by Defendants, and
26 each of them, were defective and unreasonably dangerous in that:

27 A. The foreseeable risks exceeded the benefits associated with
28 their design or formulation;

29 B. They contained inadequate warnings or instructions; and

30 C. They contained inadequate post-marketing warnings or
31 instructions.

32 34. The Nexplanon Birth Control Devices manufactured,
33 supplied, and/or placed into the stream of commerce by Defendants, and
34 each of them, were more dangerous than an ordinary consumer would
35 expect, and more dangerous than other products or procedures available to
36 treat stress urinary incontinence and pelvic organ prolapse.

37 35. Defendants, and each of them, knew that the Nexplanon Birth

1 Control Devices were to be purchased and used without inspection for
2 defects.

3 36. The Nexplanon Birth Control Devices were and continue to
4 be unsafe for their intended use by reason of defects in their design so that
5 they do not safely serve their purpose, but instead expose its users to
6 serious injuries.

7 37. Plaintiff used the Nexplanon Birth Control Devices in a
8 reasonably foreseeable manner.

9 38. Defendants, and each of them, designed the Nexplanon Birth
10 Control Devices defectively, causing them to fail to perform as safely as an
11 ordinary consumer would expect when used in an intended or reasonably
12 foreseeable manner.

13 39. As a legal and proximate result of the aforementioned defects
14 in the design of the Nexplanon Birth Control Devices, Plaintiff suffered and
15 will continue to suffer serious, debilitating and permanent injuries and
16 damages, including great mental and physical pain and permanent
17 disability, medical and related expenses, and lost earnings, all to her general
18 and special damage in a sum in excess of the jurisdictional minimum of this
19 Court. Plaintiff will seek leave of court to insert said sum when known to
20 her or upon proof thereof at the time of trial.

21 40. Defendants, and each of them, had a duty to warn of all
22 known or reasonably knowable side effects of the Nexplanon Birth Control
23 Devices. On information and belief, Defendants, and each of them, failed to
24 warn of the known and reasonably knowable side effects of the Nexplanon
25 Birth Control Devices.

26 **Fourth Cause Of Action: Negligence**

27 **(Against AMS and Does 1-30)**

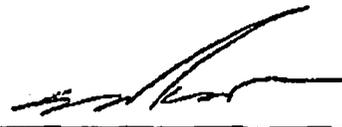
28 41. Plaintiff realleges and incorporates herein by reference each
29 of the foregoing paragraphs of this Complaint as though fully set forth
30 herein.

31 42. At all times relevant herein, Defendants, and each of them,,
32 and each of them, had a duty to properly manufacture, design, formulate,
33 distribute, compound, produce, process, assemble, test, inspect, research,
34 market, label, package, prepare for use, issue warnings with respect to,
35 promote, advertise, sell, and monitor the use of the Nexplanon Birth
36 Control Devices, and to adequately test and warn of the risks and dangers
37 of the Nexplanon Birth Control Devices, both before and after sale.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Dated: June 12, 2018

Respectfully submitted,

By: 
Michael A. Coletti, SBN 135632
Attorneys for Plaintiff
Taylor Lewis

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all counts in this Complaint.

Dated: June 12, 2018

Respectfully submitted,

By: 
Michael A. Coletti, SBN 135632
Attorneys for Plaintiff
Taylor Lewis

06/13/2018

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Michael A. Coletti, Esq. (SBN 135632)
LAW OFFICES OF MICHAEL A. COLETTI
5850 Canoga Ave., Ste. 400
Woodland Hills, CA 91367
TELEPHONE NO.: 818-710-3828 FAX NO.: 818-798-3288
ATTORNEY FOR (Name): Plaintiff, Taylor Lewis

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles
JUN 13 2018
Sherri R. Carter, Executive Officer/Clerk of Court
By Kristina Vargas Deputy
Kristina Vargas

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Los Angeles 90012

CASE NAME:
Taylor Lewis v. Planned Parenthood

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

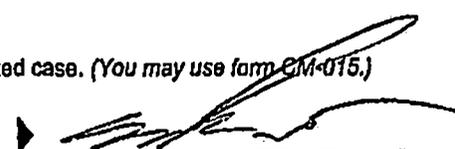
CASE NUMBER:
BC709722
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) | Contract
<input type="checkbox"/> Breach of contract/warranty (08)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) |
| Other P/PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input checked="" type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other P/PI/PD/W/D (23) | Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) | Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20) |
| Non-P/PI/PD/W/D (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-P/PI/PD/W/D tort (35) | Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) | Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42) |
| Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 11, 2018
Michael A. Coletti, Esq.
(TYPE OR PRINT NAME)


(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

06/15/2018

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PUPD/W (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PUPD/W (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/W (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress

Non-PUPD/W (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PUPD/W Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease
 - Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition For Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)
- Enforcement of Judgment
 - Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
 - Declaratory Relief Only
 - Injunctive Relief Only *(non-harassment)*
 - Mechanics Lien
 - Other Commercial Complaint Case *(non-tort/non-complex)*
 - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

0071372018

SHORT TITLE: Taylor Lewis v. Planned Parenthood

CASE NUMBER

BC709722

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

Auto Tort

Other Personal Injury/Property Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
Medical Malpractice (45)	<input checked="" type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	<input checked="" type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

06/15/2015

SHORT TITLE

Taylor Lewis v. Planned Parenthood

CASE NUMBER

Non-Personal Injury/Property
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1, 2, 3
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1, 2, 3
	<input type="checkbox"/> A6108 Labor Commissioner Appeals	10
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
	<input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence)	2, 5
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	5, 6, 11
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	5, 11
	<input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1, 2, 3, 5
	<input type="checkbox"/> A6031 Tortious Interference	1, 2, 3, 5
	<input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2, 6
	<input type="checkbox"/> A6032 Quiet Title	2, 6
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	5, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

06/15/19

SHORT TITLE: Taylor Lewis v. Planned Parenthood

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 8
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 6
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 8 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

01275190

SHORT TITLE:

Taylor Lewis v. Planned Parenthood

CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input checked="" type="checkbox"/> 11.		ADDRESS: 130 W. Route 66, Unit 100
CITY: Glendora	STATE: CA	ZIP CODE: 91740

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 11, 2016



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/15/2016