

FILED/ENDORSED  
APR 17 2019  
By: R. San Miguel  
Deputy Clerk

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8 ATTORNEY FOR PLAINTIFF

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE

11 STEPHANIE VEGA, an individual,  
12 Plaintiff,  
13 vs.  
14 PLANNED PARENTHOOD, a business entity,  
15 form unknown, and DOES 1 to 100, inclusive  
16 Defendants.

Case No.: 34-2019-00249315

Unlimited over \$25,000.00

Judge:  
Dept.:

**FIRST AMENDED COMPLAINT FOR DAMAGES FOR:**  
1. NEGLIGENCE  
2. FAILURE TO OBTAIN CONSENT  
3. BATTERY

17 COMES NOW Plaintiff STEPHANIE VEGA, an individual, (hereinafter "Plaintiff") and alleges, avers,  
18 and claims against Defendants PLANNED PARENTHOOD, a business entity, form unknown, and  
19 DOES 1 to 100, inclusive (hereinafter "Defendants") and each of them, as follows:

20 I.

21 PARTIES & JURISDICTION

- 22 1. Plaintiff is an individual over the age of eighteen (18) and is now and/or at all times mentioned in  
23 this Complaint a resident of the State of California.  
24 2. Plaintiff is informed and believes and thereby alleges that Defendant PLANNED PARENTHOOD  
25 ("Defendant Planned Parenthood") is a business entity, form unknown, operating a facility under the

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BY FAX

1 name Planned Parenthood - North Highlands Health Center, at all material times resident in or doing  
2 business in the State of California.

3 3. Plaintiff is unaware of the identity of the health care provider who provided treatment to her and  
4 therefore sues this health care provider as Defendant Doe No. 1.

5 4. Plaintiff is informed and believes and thereby alleges that Defendant Doe No. 1 ("Defendant Doe  
6 No. 1") is an individual, at all material times resident in or doing business in the State of California.

7 5. The true names and capacities of the defendants named herein as does 2 through 100, inclusive,  
8 whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues  
9 such defendants by fictitious names pursuant to *California Code of Civil Procedure* ("CCP") §474.

10 6. Plaintiff is informed and believes that doe defendants are California residents and/or do business in  
11 California. Plaintiff will amend this Complaint to show such true names and capacities when they  
12 have been determined.

13 7. Defendants, and each of them, are now, and/or at all times mentioned in this Complaint were in  
14 some manner legally responsible for the events, happenings and circumstances alleged in this  
15 Complaint.

16 8. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs,  
17 complaints, injuries and/or damages alleged in this Complaint.

18 9. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts  
19 and omissions of each and every one of the other defendants thereby proximately causing the  
20 damages alleged in this Complaint.

21 10. The damages alleged in this Complaint are within the jurisdiction of this Court.

22 11. This Court is the proper venue because the events and occurrences alleged in this Complaint  
23 occurred within the jurisdiction of this Court.

24 12. Plaintiff is informed and believes that each defendant, and doe defendants, reside, do business, or  
25 have sufficient minimum contacts in the State of California to justify personal jurisdiction over said  
26 defendants.

27 13. Plaintiff served notice of intent to sue on each named defendant pursuant to *California Code of Civil*  
28 *Procedure*, s. 364 on or about October 18, 2018. Notice was sent less than 90 days prior to the

1 applicable limitation date, tolling the limitation date for 90 days pursuant to the decision in *Woods v.*  
2 *Young* (1991) 53 Cal.3d 315.

3 **II.**

4 **GENERAL ALLEGATIONS**

5 **COMMON TO ALL CAUSES OF ACTION**

6 14. Plaintiff incorporates by reference and alleges each and every one of the allegations contained in the  
7 preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

8 15. On or about November 23, 2017, Plaintiff went to the Defendant Planned Parenthood's facility in  
9 North Highland for a pelvic exam.

10 16. Defendant Doe No. 1 - whose identity is unknown to Plaintiff - examined and treated Plaintiff.

11 17. Defendant Doe No. 1 told Plaintiff that she had moved her IUD string and that her husband would be  
12 happy about it.

13 18. Plaintiff did not instruct Defendant Doe No. 1 to move the IUD nor consent to Defendant Doe No. 1  
14 doing so.

15 19. In mid-March 2018, Plaintiff was informed that she was pregnant.

16 20. Plaintiff was informed that due to her recent bariatric surgery she would need an abortion.

17 21. On or about April 18, 2018, Plaintiff underwent an abortion procedure.

18 22. At that time, Plaintiff was informed that her IUD was no longer in her cervix.

19 23. Plaintiff contends that when Defendant Doe No. 1 moved her IUD without her consent in November  
20 2017, it rendered the IUD ineffective, causing her pregnancy and eventual abortion.

21 24. As a result of the negligence of Defendants, Plaintiff suffered injury, damage and loss.

22 **III.**

23 **CAUSES OF ACTION**

24 **FIRST CAUSE OF ACTION**

25 **NEGLIGENCE**

26 **(as to all Defendants)**

27 25. Plaintiff incorporates by reference and alleges each and every one of the allegations contained in the  
28 preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

- 1 26. Defendant Planned Parenthood had a duty to Plaintiff:
- 2 a. To use reasonable care in caring for Plaintiff, taking into account the mental and physical
- 3 condition of the patient,
- 4 b. To use reasonable care in the selection and maintenance of its staff; and
- 5 c. To use reasonable care to ensure the competency of its staff.
- 6 27. Defendant Planned Parenthood breached its duty to Plaintiff by failing to use reasonable care in
- 7 caring for Plaintiff, failing to use reasonable care in the selection and maintenance of its staff, and
- 8 failing to ensure the competency of its staff, thereby causing or contributing to the incident.
- 9 28. Defendant Planned Parenthood was negligent in the hiring, retention and supervision of its
- 10 employees and agents, who where incompetent to perform the tasks required of their position and
- 11 whose incompetence was a proximate cause of the injuries and damages suffered by Plaintiff.
- 12 29. Defendant Planned Parenthood is liable for the negligent acts of its employees under the principle of
- 13 *respondeat superior*.
- 14 30. Defendant Doe No. 1 had a duty to Plaintiff:
- 15 a. To have the degree of learning and skill ordinarily possessed by practitioners of the medical
- 16 profession in the same or a similar locality, under similar circumstances;
- 17 b. To use the same degree of skill and care usually exercised by practitioners for the medical
- 18 profession in the same or a similar locality, under similar circumstances; and
- 19 c. To use reasonable diligence in the application of the physician's learning and skill.
- 20 31. Defendant Doe No. 1 was incompetent to perform the tasks required of her position and her
- 21 incompetence was a proximate cause of the injuries and damages suffered by Plaintiff.
- 22 32. Defendant Doe No. 1 breached her duty to Plaintiff by failing to have the degree of learning and
- 23 skill ordinarily possessed by medical professionals in the same locality, causing Plaintiff's injuries
- 24 and damages.
- 25 33. Defendant Doe No. 1 breached her duty to Plaintiff by failing to use the degree of learning and skill
- 26 ordinarily exercised by medical professionals in the same locality, causing Plaintiff's injuries and
- 27 damages.
- 28

- 1 34. Defendant Doe No. 1 breached her duty to Plaintiff by failing to use reasonable diligence in the  
2 application of her learning and skill to treat Plaintiff's injuries.
- 3 35. As a direct and proximate result of the wrongful conduct of Defendants, Plaintiff sustained severe  
4 and serious injury to her person, all to Plaintiff's damage in a sum within the jurisdiction of this  
5 court and to be shown according to proof.
- 6 36. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
7 physicians, surgeons, nurses and other professional services, and Plaintiff has been compelled to  
8 incur expenses for medications and other medical supplies and services. Plaintiff is informed and  
9 thereon alleges that further services of a similar nature will be required in an amount to be shown  
10 according to proof.
- 11 37. At the time of the injury, as aforesaid, Plaintiff was regularly and gainfully employed or able to be  
12 employed. By reason of the foregoing, Plaintiff has been unable to engage in employment for a time  
13 subsequent to said incident, and Plaintiff is informed and believes, and upon such information and  
14 belief, alleges that she will be unable to work for an indefinite period in the future, all to Plaintiff's  
15 damage in an amount to be shown according to proof.

16 **SECOND CAUSE OF ACTION**  
17 **FAILURE TO OBTAIN CONSENT**  
18 **(as to all Defendants)**

- 19 38. Plaintiff incorporates by reference and alleges each and every one of the allegations contained in the  
20 preceding and foregoing paragraphs of this Complaint as if fully set forth herein.
- 21 39. Defendant Doe No. 1 performed a basic pelvic exam on Plaintiff.
- 22 40. During the pelvic exam, Defendant Doe No. 1 also moved Plaintiff's IUD without notifying Plaintiff  
23 or obtaining her consent to do so.
- 24 41. Defendant Doe No. 1 failed to inform Plaintiff of the risks of migration or failure of the IUD if it  
25 was improperly placed or moved.
- 26 42. A reasonable person in the position of Plaintiff would not have consented to having her IUD moved  
27 by Defendant Doe No. 1 if she had been informed of the risk of failure.

28 ///

- 1 43. Defendant Planned Parenthood is liable for the negligent acts of Defendant Doe No. 1 under the  
2 principle of *respondeat superior*.
- 3 44. As a direct and proximate result of the wrongful conduct of Defendants, Plaintiff sustained severe  
4 and serious injury to her person, all to Plaintiff's damage in a sum within the jurisdiction of this  
5 court and to be shown according to proof.
- 6 45. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
7 physicians, surgeons, nurses and other professional services, and Plaintiff has been compelled to  
8 incur expenses for medications and other medical supplies and services. Plaintiff is informed and  
9 thereon alleges that further services of a similar nature will be required in an amount to be shown  
10 according to proof.
- 11 46. At the time of the injury, as aforesaid, Plaintiff was regularly and gainfully employed or able to be  
12 employed. By reason of the foregoing, Plaintiff has been unable to engage in employment for a time  
13 subsequent to said incident, and Plaintiff is informed and believes, and upon such information and  
14 belief, alleges that she will be unable to work for an indefinite period in the future, all to Plaintiff's  
15 damage in an amount to be shown according to proof.

16 **THIRD CAUSE OF ACTION**

17 **BATTERY**

18 **(as to all Defendants)**

- 19 47. Plaintiff incorporates by reference and alleges each and every one of the allegations contained in the  
20 preceding and foregoing paragraphs of this Complaint as if fully set forth herein.
- 21 48. Defendant Doe No. 1 performed a basic pelvic exam on Plaintiff.
- 22 49. During the pelvic exam, Defendant Doe No. 1 also moved Plaintiff's IUD without notifying Plaintiff  
23 or obtaining her consent to do so.
- 24 50. Defendant Doe No. 1 touched Plaintiff with the intent to offend or harm.
- 25 51. Plaintiff did not consent to the touching and was harmed and offended by Defendant Doe No. 1's  
26 conduct.
- 27 52. A reasonable person in the position of Plaintiff would have been offended by the touching.
- 28

- 1 53. Defendant Planned Parenthood is liable for the negligent acts of Defendant Doe No. 1 under the  
2 principle of *respondeat superior*.
- 3 54. As a direct and proximate result of the wrongful conduct of Defendants, Plaintiff sustained severe  
4 and serious injury to her person, all to Plaintiff's damage in a sum within the jurisdiction of this  
5 court and to be shown according to proof.
- 6 55. By reason of the foregoing, Plaintiff has been required to employ the services of hospitals,  
7 physicians, surgeons, nurses and other professional services, and Plaintiff has been compelled to  
8 incur expenses for medications and other medical supplies and services. Plaintiff is informed and  
9 thereon alleges that further services of a similar nature will be required in an amount to be shown  
10 according to proof.
- 11 56. At the time of the injury, as aforesaid, Plaintiff was regularly and gainfully employed or able to be  
12 employed. By reason of the foregoing, Plaintiff has been unable to engage in employment for a time  
13 subsequent to said incident, and Plaintiff is informed and believes, and upon such information and  
14 belief, alleges that she will be unable to work for an indefinite period in the future, all to Plaintiff's  
15 damage in an amount to be shown according to proof.

16 IV.

17 PRAYER FOR RELIEF

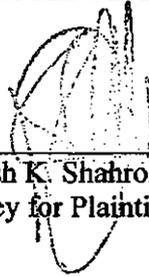
18 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, for:

- 19 a. General Damages for negligence in the sum according to proof;
- 20 b. Special Damages incurred and to be incurred for services of hospitals, physicians, surgeons,  
21 nurses and other medical supplies and services in a sum according to proof at trial;
- 22 c. Damages for permanent or temporary disability;
- 23 d. Damages for emotional distress;
- 24 e. Damages for loss of earnings, both past and prospective, in an amount to be proven at trial;
- 25 f. Damages for loss of capacity to earn income in an amount to be proven at trial;
- 26 g. Damages for loss of homemaking services in an amount to be proven at trial;
- 27 h. For the interest provided by law including, but not limited to, *California Civil Code* § 3291;
- 28 and

1 i. Costs of suit and for such other and further relief as the court deems proper.

2 Dated: April 17, 2019

**NATIONAL CHOICE LAWYERS**



\_\_\_\_\_  
Koorosh K. Shahrokh, Esq.  
Attorney for Plaintiff

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COUNTY OF SACRAMENTO