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10 Attorneys for Plaintiff MARK DAWSON

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90007

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Doyle

**FILED**  
Superior Court Of California  
County Of Los Angeles

JUN 19 2017

By: *[Signature]*  
Glorietta Rodriguez  
Executive Officer

11 **SUPERIOR COURT OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 MARK DAWSON, an individual,  
14  
15 Plaintiff,  
16  
17 v.  
18  
19 PLANNED PARENTHOOD LOS  
20 ANGELES, a California non-profit  
21 corporation, and DOES 1 to 50, inclusive,  
22  
23 Defendants.

24 CASE NO. **BC 665580**

25 **PLAINTIFF'S COMPLAINT FOR DAMAGES**

- 26 1. **Retaliation in Violation of Labor Code §§ 1102.5 and 98.6;**
- 27 2. **Wrongful Termination in Violation of Public Policy**

28 **PUNITIVE DAMAGES  
UNLIMITED JURISDICTION  
DEMAND FOR TRIAL BY JURY**

Plaintiff MARK DAWSON alleges as follows:

1. Plaintiff MARK DAWSON ("DAWSON" or "Plaintiff") is, and at all times herein mentioned was, an individual residing in the County of Los Angeles, State of California. Plaintiff is of Hispanic origin.

2. Defendant PLANNED PARENTHOOD LOS ANGELES ("PPLA," "Defendant") is, and at all relevant times herein mentioned was, a non-profit corporation organized and existing under the laws of the State of California, Corporation No. C0489734 with its corporate headquarters at 400 W. 30th Street, Los Angeles, CA 90007, in the County of Los Angeles.

CIT/DOSE: BC665580  
LEA/DEF#: \_\_\_\_\_  
RECEIPT #: C0489734  
DATE PAID: 06/19/17 04:05 PM  
PAYMENT: \$435.00  
RECEIVED: 310  
CHECK #: \_\_\_\_\_ \$435.00  
CLASS #: \_\_\_\_\_ \$0.00  
CHARGE #: \_\_\_\_\_ \$0.00  
CARD #: \_\_\_\_\_ \$0.00

1           3.     PPLA provides reproductive health care and services, and is an exempt, charitable  
2 organization eligible to receive tax-deductible donations. Part of PPLA's revenue comes from  
3 state and/or federal funding.

4           4.     Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
5 DOES 1 to 50, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff  
6 will amend this complaint to allege their true names and capacities when ascertained. Plaintiff is  
7 informed and believes and thereon alleges that each of the fictitiously named Defendants is  
8 responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as  
9 herein alleged were proximately caused by such Defendants.

10          5.     Plaintiff is informed and believes and thereon alleges, that each of the fictitiously  
11 named Defendants were the agents, servants and employees of each of the named Defendants  
12 and, in doing the acts and things herein alleged were, at all times, acting within the course and  
13 scope of that agency, servitude and employment, and with the permission, consent and approval  
14 or subsequent ratification of each of the named Defendants. All references to Defendants include  
15 the named Defendant and DOE Defendants herein.

16          6.     Plaintiff is informed and believes and thereon alleges that there exists such a unity  
17 of interest and ownership between PPLA and DOES 1 to 50 that the individuality and  
18 separateness of those Defendants have ceased to exist. The business affairs of PPLA and DOES 1  
19 to 50 are, and at all times relevant hereto were, so mixed and intermingled that the same cannot  
20 reasonably be segregated, and the same are in inextricable confusion. PPLA is, and at all times  
21 relevant hereto was, used by DOES 1 to 50, and each of them, as a mere shell and a conduit for  
22 the conduct of certain of Defendants' affairs. The recognition of the separate existence of PPLA  
23 and DOES 1 to 50 would not promote justice, in that it would permit Defendants to insulate  
24 themselves from liability to Plaintiff. Accordingly, PPLA and DOES 1 to 50, constitute the alter  
25 egos of each other, and the fiction of their separate existence must be disregarded at law and in  
26 equity, because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

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1           7.     Plaintiff is further informed and believes, and on that basis alleges, that one or  
2 more of the remaining named and/or unnamed Defendants are the successors of one or more of  
3 the remaining named and/or unnamed Defendants.

4           8.     Plaintiff alleges that Defendants acted as the employers and/or joint employers of  
5 Plaintiff, and that they shared control of Plaintiff as employees, either directly or indirectly. This  
6 control includes, but is not limited to, the authority to hire and fire, assign work tasks, engage in  
7 day-to-day supervision of employees and controlling employee records.

8           9.     Plaintiff alleges that adherence to the fiction of the separate existence of  
9 Defendants would, under the circumstances alleged above, permit abuse of the corporate  
10 privilege, sanction a fraud, promote injustice, and produce an inequitable result.

11          10.    Plaintiff is informed and believes, and based thereon alleges, that the fictitiously  
12 named Defendants were the agents, servants, and employees of each of the named Defendants  
13 and, in doing the acts and things alleged, were at all times acting within the course and scope of  
14 that agency, servitude, and employment and with the permission, consent, and approval, or  
15 subsequent ratification, of each of the named Defendants. Reference to "Defendants" includes  
16 the named Defendant and the DOE Defendants.

17          11.    Plaintiff is informed and believes, and based thereon alleges, that at all material  
18 times, each of the Defendants was the agent and/or employee of each of the remaining  
19 Defendants, and each of them was at all material times acting within the course, purpose and  
20 scope of such agency and employment.

21          12.    Plaintiff alleges that at all material times, one or more of each named and/or  
22 unnamed Defendants was in some fashion, by contract or otherwise, the predecessors, affiliates,  
23 alter egos, assigns, joint-venturers, co-venturers or partners of one or more of the remaining  
24 named and/or unnamed Defendants, and as hereinafter alleged, was acting within that capacity.

25          13.    Plaintiff alleges that one or more of the remaining named and/or unnamed  
26 Defendants are the successors of one or more of the remaining named and/or unnamed  
27 Defendants. Such successors are liable for the occurrences, damages, and injuries alleged herein  
28 to the same extent its predecessors are liable for the alleged occurrences, damages and injuries.

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1           17. Plaintiff was targeted for retaliation in early 2016 by his supervisor, Vice President  
2 of Development BARBARA BUSHNELL, specifically because he had expressed dissatisfaction  
3 with the work being performed by a direct-mail vendor to PPLA, RBI Systems, owned and  
4 operated by BARBARA BUSHNELL's husband Ray Bushnell. This was a blatant conflict of  
5 interest from which BARBARA BUSHNELL received direct financial benefit, yet Plaintiff was  
6 ordered by BARBARA BUSHNELL to use her husband's company, and no other, for all mailing  
7 work Plaintiff initiated for PPLA. It did not matter to BARBARA BUSHNELL that her  
8 husband's company was performing substandard work, often delayed. The moment this cozy and  
9 improper arrangement appeared to threaten an investigation, she took action to get rid of plaintiff  
10 using any pretext available.

11           18. The challenge faced by Plaintiff in being forced to work with BARBARA  
12 BUSHNELL's husband and his untouchable (though incompetent) company became increasingly  
13 difficult throughout Plaintiff's time with PPLA. Had this been a legitimate, arm's-length vendor-  
14 customer relationship, Plaintiff would have given this vendor a timeframe for improvement and,  
15 failing in that, would have ended the contract and sought a more competent vendor. There are  
16 many such vendors to choose from in this very competitive field. Instead, BARBARA  
17 BUSHNELL compounded the challenge by informing Plaintiff in 2014 that her husband's  
18 company would now be retained not only as a direct mail vendor, but as a "consultant" at  
19 \$2,500.00 per month. This added insult to injury, further lined the pockets of BARBARA  
20 BUSHNELL, and greatly increased the conflict of interest presented by this arrangement.

21           19. At a certain point, Plaintiff had had to hire a new report whose responsibilities  
22 included managing the Direct Mail program – the employee who dealt directly with this  
23 unreliable vendor – because the first one had successfully sought a new job because of, among  
24 other reasons, the frustration from being forced to work with this vendor. This second person  
25 overseeing the Direct Mail program eventually left PPLA as well to accept a new position, in  
26 large measure due to the same issues associated with having to deal with this vendor. Plaintiff  
27 was forced to hire a third employee for this responsibility in the fall of 2015. Upon this new  
28 employee's arrival she encountered the very same problems with BARBARA BUSHNELL's

1 husband as before, and, during the time Plaintiff supervised her, not one Direct Mail mailing went  
2 out without significant negative impact caused by this vendor's failures.

3 20. At the beginning of 2016, the problems became more serious. The first major  
4 Direct Mail mailing of the year, already two weeks late because of this vendor's "production  
5 issues," faced further delay due to problems that the vendor was having at the US Post Office.  
6 The current manager elevated the problem to Plaintiff and requested that he speak directly with  
7 this vendor to see if the problems could be straightened out. With his manager also on the phone,  
8 Plaintiff attempted to discern what the problems were, but could not seem to get straight answers.  
9 Plaintiff's tone was one of concern, but (consistent with his well-known professional demeanor)  
10 was never disrespectful or inappropriate.

11 21. Retribution began the very next day. BARBARA BUSHNELL, while never  
12 speaking to Plaintiff directly, hauled the Direct Mail manager into her office and demanded to  
13 know whether the manager thought that Plaintiff had "lost his cool" during the phone call with  
14 her husband. The manager said that absolutely had not happened. Later that day BARBARA  
15 BUSHNELL called Plaintiff into her office and lectured him on the supposed workings of the  
16 U.S. Post Office, with no opportunity for him to respond or comment. It was obvious, consistent  
17 with past experience, that in BARBARA BUSHNELL's thinking her husband could do no wrong  
18 and his work could not be questioned.

19 22. Plaintiff took this matter to the PPLA Vice President of Human Resources,  
20 ABBEY WILLIAMS. ABBEY WILLIAMS pooh-poohed Plaintiff's concerns, asserting that  
21 BARBARA BUSHNELL, along with all other senior PPLA staff and board members, each  
22 signed annual conflict-of-interest statements. ABBEY WILLIAMS claimed that the statement  
23 signed by BARBARA BUSHNELL explicitly addressed this vendor relationship, and stated that  
24 (a) BARBARA BUSHNELL was to have no contact or discussion with her husband concerning  
25 the work of his company for PPLA, and (b) full discretion and authority concerning that  
26 relationship was to be vested with Plaintiff.

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1           23.     Both of these affirmations by BARBARA BUSHNELL were clearly false, and as  
2 discussed below, they would not satisfy California law in any case. It was obvious that this  
3 supposed "wall" between BARBARA BUSHNELL and her husband did not exist, and in any  
4 case it did not cure the problem with this conflict of interest. Had the "wall" actually been  
5 effective, for example, BARBARA BUSHNELL would not have known about the January 2016  
6 issues with her husband's company the very next day. Indeed, throughout Plaintiff's tenure with  
7 PPLA, BARBARA BUSHNELL very frequently reported to him about things concerning the  
8 mailing work that she and her husband had discussed the night before. And throughout this time,  
9 there could be no doubt that only BARBARA BUSHNELL's husband's point of view would be  
10 given any weight, and that any supposed discretion and authority on Plaintiff's part was  
11 completely illusory.

12           24.     After the January 2016 incident, and Plaintiff's elevation of concerns to ABBEY  
13 WILLIAMS, the Vice President of Human Relations, BARBARA BUSHNELL immediately  
14 went on the warpath against Plaintiff. Matters routinely handled by Plaintiff that had never  
15 previously been questioned began to be scrutinized and micro-managed by BARBARA  
16 BUSHNELL. At the same time, BARBARA BUSHNELL became unresponsive to Plaintiff on  
17 matters that required her decisions or concurrence.

18           25.     In March 2016, Plaintiff learned that BARBARA BUSHNELL and the Human  
19 Resources department had fashioned a "Performance Improvement Plan" for him, with a 60-day  
20 period for correction of purported deficiencies (later extended an additional 30 days, a period of  
21 time that did not fully play out before Plaintiff's wrongful termination). These alleged  
22 deficiencies were contrived and pretextual, and Plaintiff refuted them in detail in writing. The  
23 meetings with BARBARA BUSHNELL supposedly to address progress on these points became  
24 more and more unfocused, vague, and infrequent. It became clear that she was not actually  
25 interested in any genuine improvement; she just wanted a purported excuse to terminate his  
26 employment.

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1 26. Plaintiff's employment was terminated on June 20, 2016 at a 4:00 PM, when he  
2 was invited by YADIRA DIAZ, Director of Human Resources, to meet with her in her office.  
3 Upon arriving in the HR office, Plaintiff found that BARBARA BUSHNELL was also part of the  
4 meeting. He was fired, apparently based on these trumped-up allegations of performance issues,  
5 after which he packed his personal belongings, overseen by security, then was escorted from the  
6 building by security.

7 27. Plaintiff's termination was pretextual, and was actually in retaliation for his reports  
8 of conflict of interest concerns regarding BARBARA BUSHNELL and her husband's improper  
9 relationship with PPLA.

10  
11 **FIRST CAUSE OF ACTION**

12 **RETALIATION IN VIOLATION OF LABOR CODE §§ 98.6 AND 1102.5**

13 **(Against Defendant PPLA and Does 1-25, Inclusive)**

14 28. As a separate and distinct cause of action, Plaintiff complains and realleges all the  
15 allegations contained in this complaint, and incorporate them by reference into this cause of  
16 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
17 cause of action.

18 29. Labor Code § 98.6 provides: "No person shall discharge an employee or in any  
19 manner discriminate against any employee or applicant for employment because the employee or  
20 applicant engaged in conduct delineated in this chapter.... Including the conduct described in...  
21 Chapter 5 (commencing with Section 1101) ..."

22 30. Labor Code § 1102.5(b) provides: "An employer, or any person acting on behalf  
23 of the employer, shall not retaliate against an employee for disclosing information, or because the  
24 employer believes that the employee disclosed or may disclose information, to a government or  
25 law enforcement agency, to a person with authority over the employee or another employee who  
26 has the authority to investigate, discover, or correct the violation or noncompliance, or for  
27 providing information to, or testifying before, any public body conducting an investigation,  
28 hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses

1 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or  
2 federal rule or regulation, regardless of whether disclosing the information is part of the  
3 employee's job duties."

4 31. The conflict of interest presented by BARBARA BUSHNELL's financial interest  
5 in the payments being made by PPLA to her husband's company, and her insistence that only her  
6 husband's company could be used for the services being provided to PPLA, was apparent.  
7 Plaintiff is informed and believes and thereon alleges that PPLA's board had not properly  
8 evaluated and approved this arrangement between one of its most highly compensated officers  
9 (BARBARA BUSHNELL) and her husband's company, had not performed any due diligence to  
10 confirm that this arrangement was fair and reasonable to the corporation, and had not in good  
11 faith determined after reasonable investigation, that the corporation could not have obtained a  
12 more advantageous arrangement with another vendor.

13 32. Violation of conflict-of-interest rules under such provisions as Internal Revenue  
14 Code §§ 501(c)(3) and 4968, as well as the self-dealing provisions of the California Corporations  
15 Code applicable to non-profit corporations such as PPLA, could bring serious consequences both  
16 to BARBARA BUSHNELL and to PPLA itself. It was imperative to BARBARA BUSHNELL  
17 that Plaintiff be prevented from initiating or pursuing any investigation into BARBARA  
18 BUSHNELL's conflict of interest.

19 33. Plaintiff objected to Defendant PPLA's improper arrangement with RBI Systems,  
20 the company owned by BARBARA BUSHNELL's husband. Plaintiff made these complaints to,  
21 among others, BARBARA BUSHNELL and ABBEY WILLIAMS, both officers of PPLA.  
22 Plaintiff's ongoing complaints about these practices made him a target for hostility and retaliation  
23 by PPLA and its managers, including BARBARA BUSHNELL and ABBY WILLIAMS.

24 34. Defendants feared that Plaintiff would report these and other unlawful practices to  
25 relevant officials and/or government agencies.

26 35. Defendant terminated Plaintiff in retaliation for Plaintiff's objecting and refusing  
27 to participate in what he reasonably believed to be Defendant's unlawful conduct.

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1           36.     As a proximate result of the conduct of Defendants, and each of them, Plaintiff has  
2 suffered general and special damages in a sum according to proof, but which amount exceeds the  
3 jurisdictional minimum of this Court, with interest thereon at the maximum legal rate.

4           37.     As a result of the aforesaid acts of Defendants, and each of them, Plaintiff claims  
5 general damages for mental and emotional distress and aggravation in an amount to be proven at  
6 the time of trial.

7           38.     As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained,  
8 and continues to sustain economic damages in earnings and other employment benefits in an  
9 amount according to proof.

10          39.     As a proximate result of Defendants' wrongful conduct, Plaintiff has sustained,  
11 and continues to sustain non-economic damages and emotional distress, including but not limited  
12 to, loss of sleep, anxiety, tension, depression and humiliation.

13          40.     The acts and conduct of Defendants, including the acts of management personnel,  
14 BARBARA BUSHNELL and ABBEY WILLIAMS, constituted "malice," "oppression" and/or  
15 "fraud" (as those terms are defined in Civil Code § 3294©), in that these acts were intended by  
16 Defendants to cause injury to Plaintiff and/or constituted despicable conduct carried on by the  
17 Defendants with willful and conscious disregard of the rights of Plaintiff.

18          41.     The acts of the Defendants were done fraudulently, maliciously and oppressively  
19 and with the advance knowledge, conscious disregard, authorization, ratification or act of  
20 oppression, within the meaning of Civil Code § 3294 on the part of Defendants' officers,  
21 directors, or managing agents of the corporation, including the acts of BARBARA BUSHNELL  
22 and ABBEY WILLIAMS. The actions and conduct of the Defendants was intended to cause  
23 injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants  
24 with the intention of the Defendants to deprive Plaintiff of property and legal rights, justifying an  
25 award of exemplary and punitive damages in an amount according to proof.

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1 33. The acts and conduct of Defendants, and each of them, including through the  
2 actions of management personnel, BARBARA BUSHNELL and ABBEY WILLIAMS,  
3 constituted "malice," "oppression" and/or "fraud" (as those terms are defined in California *Civil*  
4 *Code* § 3294(c)), in that it was intended by Defendants, and each of them, to cause injury to  
5 Plaintiff or was despicable conduct which was carried on by the Defendants, and each of them,  
6 with a willful and conscious disregard of the rights of Plaintiff.

7 34. The acts of Defendants, and each of them, including through the actions of  
8 management personnel, BARBARA BUSHNELL and ABBEY WILLIAMS, were done  
9 fraudulently, maliciously and oppressively and with the advance knowledge, conscious disregard,  
10 authorization, or ratification within the meaning of *Civil Code* §3294 on the part of Defendants'  
11 officers, directors, or managing agents of the corporation. The actions and conduct of  
12 Defendants, and each of them, were intended to cause injury to Plaintiff and constituted deceit  
13 and concealment of material facts known to Defendants, and each of them, with the intention on  
14 the Defendants' part to deprive Plaintiff of property and legal rights, justifying an award of  
15 exemplary and punitive damages in an amount according to proof.

16  
17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as  
19 follows:

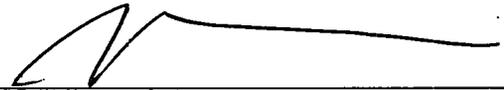
- 20 1. For economic damages according to proof;
- 21 2. For general, special and incidental damages and amounts for emotional distress  
22 according to proof;
- 23 3. For penalties and premiums awardable under the Labor Code to the maximum  
24 extent permitted by law;
- 25 4. For prejudgment interest and interest on the sum of damages awarded to the  
26 maximum extent permitted by law;
- 27 5. For declaratory and/or injunctive relief;
- 28 6. For punitive and exemplary damages according to proof.

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- 7. For reasonable attorneys' fees recoverable under California law;
- 8. For costs of suit herein incurred; and
- 9. For such other and further relief as the Court may deem just and proper.

DATED: June 19, 2017

KESLUK, SILVERSTEIN & JACOB, P.C.

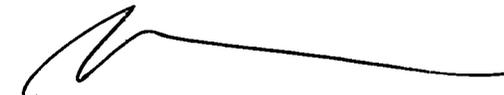
By   
 \_\_\_\_\_  
 Douglas N. Silverstein, Esq.  
 Geoffrey L. Bryan, Esq.  
 Attorneys for Plaintiff MARK DAWSON

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.

DATED: June 19, 2017

KESLUK, SILVERSTEIN & JACOB, P.C.

By   
 \_\_\_\_\_  
 Douglas N. Silverstein, Esq.  
 Geoffrey L. Bryan, Esq.  
 Attorneys for Plaintiff MARK DAWSON

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Douglas N. Silverstein, Esq. (SBN 181957)  
 Geoffrey L. Bryan, Esq. (SBN 93579)  
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 ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY  
**FILED**  
 Superior Court Of California  
 County Of Los Angeles  
 JUN 19 2017  
 Executed by  
 Gloria K. Robbins

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
 STREET ADDRESS: 111 North Hill Street  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: Los Angeles, California 90012  
 BRANCH NAME: Central District

CASE NAME: Dawson vs. Planned Parenthood, etc. et al.,

**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:  
**BC 665580**  
 JUDGE:  
 DEPT:

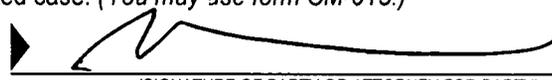
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (34) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/W/D (23) <p><b>Non-PI/PD/W/D (Other) Tort</b></p> <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-PI/PD/W/D tort (35) <p><b>Employment</b></p> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <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) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <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)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <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) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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.  Large number of separately represented parties d.  Large number of witnesses  
 b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c.  Substantial amount of documentary evidence f.  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): Two  
 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 19, 2017  
 Geoffrey L. Bryan, 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.

SHORT TITLE: Dawson vs. Planned Parenthood, etc. et al.,

CASE NUMBER

**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 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIALS 5-7  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

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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., 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	2., 3.
Wrongful Termination (36)	<input checked="" 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"/> A6109 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	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
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.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
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)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	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.
<b>Provisionally Complex Litigation</b>	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"/> A6006 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.
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
<b>Miscellaneous Civil Complaints</b>	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
<b>Miscellaneous Civil Petitions</b>	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	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

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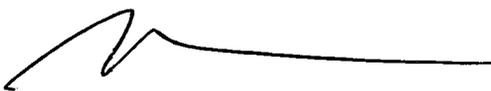
CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b> <input type="checkbox"/> 1. <input checked="" 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.			ADDRESS: 400 W. 30th Street
CITY: Los Angeles	STATE: Calif.	ZIP CODE: 90007	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: June 19, 2017

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)  
 Geoffrey L. Bryan, Esq.

**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. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
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.

03/11/11