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Attorneys for Plaintiffs Arezoo Alirezapoor and Mehran Ali Bakhshi

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

AREZOO ALIREZAPOOR, an individual;)	Case No.: 37-2023-00054431-CU-MM-CTL
MEHRAN ALI BAKHSHI, an individual,)	[UNLIMITED CIVIL JURISDICTION]
)	
Plaintiffs,)	COMPLAINT FOR:
)	
vs.)	1. NEGLIGENCE;
)	2. MEDICAL BATTERY;
SHARP REES-STEALY MEDICAL GROUP,)	3. LOSS OF CONSORTIUM; AND
INC., a California corporation; HALEH)	DEMAND FOR JURY TRIAL
EBRAHIMI, an individual and California)	
licensed physician; THOMAS MORAN, an)	
individual and California licensed physician;)	
PLANNED PARENTHOOD FEDERATION OF)	
AMERICA, INC., a New York corporation;)	
DOES 1 to 100, inclusive,)	
)	
Defendants.)	

COME NOW plaintiffs Arezoo Alirezapoor, an individual, (“Alirezapoor”) and her husband Mehran Ali Bakhshi, an individual (“Bakhshi”) (collectively, “Plaintiffs”) and complain as to defendants, and each of them, based on information and belief, as follows:

JURISDICTION AND VENUE

1. The transactions and events which are the subject matter of this Complaint all occurred within the County of San Diego, State of California.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/18/2023 at 09:04:52 AM
Clerk of the Superior Court
By Connie Hines, Deputy Clerk

PARTIES

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2 2. Plaintiff Arezoo Alirezapoor was at all times relevant to this action, a resident of San
3 Diego County, California.

4 3. Plaintiff Mehran Ali Bakhshi was at all times relevant to this action, a resident of San
5 Diego County, California.

6 4. Defendant Sharp Rees-Stealy Medical Group, Inc. (“Sharp”) is a California
7 corporation and not for profit hospital, doing business as Sharp Memorial Hospital, with its principal
8 place of business at 2929 Health Center Drive, San Diego, California 92123.

9 5. Defendant Haleh Ebrahimi (“Ebrahimi”) is an individual and licensed medical doctor
10 with her principal place of business at 10243 Genetic Center Drive, San Diego, California 92121.

11 6. Defendant Thomas Moran (“Moran”) is an individual and licensed medical doctor
12 with his principal place of business at 2017 First Avenue, Suite 100, San Diego, California 92101.

13 7. Defendant Planned Parenthood Federation of America, Inc. (“PP”) is a New York
14 corporation that operates a medical clinic called the Planned Parenthood – First Avenue Specialty
15 Services Michelle Wagner Center located at 2017 First Avenue, Suite 100, San Diego, California
16 92101.

17 8. Sharp, Ebrahimi, Moran and PP are collectively referred to as “Defendants.”

18 9. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as
19 DOES 1 through 100, inclusive, and therefore sue these defendants by such fictitious names.
20 Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained.
21 Plaintiffs are informed and believe and based thereon alleges that each of the fictitiously named
22 defendants is responsible in some manner for the injuries to the Plaintiffs alleged herein, and that
23 such injuries as herein alleged were proximately caused by such defendants.

24 10. Plaintiffs are informed and believe and thereon allege that at all times herein
25 mentioned, that each of the defendants were the agents, employees, partners, joint venturers, co-
26 conspirators, successors or predecessors in interest, owners, principals, and employers of the
27 remaining defendants, and in doing the things hereinafter alleged, were acting within the course and
28 scope of such agency, partnership, employment, ownership, joint venture and/or conspiracy.

1 Plaintiffs are further informed and believe and based thereon alleges that the acts and conduct herein
2 alleged of each such defendant were known to, authorized by, and/or ratified by the other defendants,
3 and each of them.

4 11. Whenever in this Complaint an act or omission of a corporation or business entity is
5 alleged, said allegation shall be deemed to mean and include an allegation that the corporation or
6 business entity acted or omitted to act through its authorized officers, directors, agents, servants,
7 and/or employees, acting within the course and scope of their duties, that the act or omission was
8 authorized by corporate managerial officers or directors, and that the act or omission was ratified by
9 the officers and directors of the corporation.

10 **JURY TRIAL DEMAND**

11 12. Pursuant to Article 1, section 16, of the California Constitution, Plaintiffs request a
12 jury trial on all issues so entitled in this matter.

13 **DEMAND FOR DAMAGES AT LEAST 90 DAYS PRIOR TO COMPLAINT**

14 13. On September 20, 2023, Plaintiff sent a demand letter, pursuant to Code of Civil
15 Procedure section 364, to Defendants prior to filing the instant complaint. A true copy of the letter is
16 attached and incorporated here as **Exhibit 1**.

17 **GENERAL FACTS**

18 14. This is an action for medical malpractice committed against Plaintiffs during an
19 abortion, surgery, emergency treatments, and hospitalization which rendered her unable to have
20 children despite being of child-bearing age as she discovered on September 21, 2022, against Sharp
21 Rees-Stealy Medical Group, Dr. Haleh Ebrahimi, Planned Parenthood of San Diego, Dr. Moran, and
22 other medical providers not yet identified.

23 15. In May 2022, the lives of Alirezapoor and Bakhshi, husband and wife, took an
24 unexpected turn when they discovered they were expecting a child. Eager to ensure the well-being
25 of the pregnancy, they scheduled with an obstetric nurse an appointment on June 15, 2022, marking
26 the ninth week of gestation (“OB Visit”).

27 16. During this initial OB Visit, a provider Angel Hightower conducted an ultrasound,
28 conveying positive feedback about the baby's health and playing the heartbeat for the couple. The

1 couple also received information about the pregnancy screening process during the OB Visit.

2 17. On June 21, 2022, concerns arose following a Non-Invasive Prenatal Testing
3 (“NIPT”), which indicated an 83% possibility of Down Syndrome. This prompted a referral to a
4 genetic center for further assessment, involving both an ultrasound and a Chorionic Villus Sampling
5 (“CVS”) test.

6 18. On July 12, 2022, the couple received a call from Dr. Haleh Ebrahimi (“Ebrahimi”),
7 the gynecologist, disclosing the CVS results, confirming Trisomy 21 (“Down Syndrome”). Ebrahimi
8 expressed sympathy and provided counseling, recommending to the couple an abortion before the
9 15th week and referring them to Planned Parenthood (“PP”) for the procedure.

10 19. On July 18, 2022, the journey took an unexpected turn at PP, where the planned
11 abortion faced a hurdle. Dr. Moran at PP raised concerns about potential *placenta accreta*, a condition
12 that had not been previously discussed. This uncertainty led to a referral to Sharp Radiology Center
13 (“SRC”) for further evaluation.

14 20. On July 19, 2022, SRC's ultrasound hinted at the possibility of *placenta accreta*, a
15 serious condition where the placenta grows too deeply into the uterine wall. Despite the urgency,
16 there were administrative complications regarding referrals and locations.

17 21. Following a series of delays and administrative confusion, the abortion procedure was
18 eventually rescheduled for July 21, 2022. However, this delay raised concerns about the accuracy of
19 the pregnancy age, suggesting discrepancies among providers.

20 22. Post-abortion complications arose, leading to persistent bleeding and an emergency
21 room visit on August 13, 2022. An ultrasound revealed remaining tissues, necessitating a second
22 emergent surgery at Sharp Memorial Hospital. The ER surgery, conducted without pathology results,
23 failed to remove all remains.

24 23. The couple faced challenges, including long waits in the ER and communication gaps.
25 Ebrahimi performed a subsequent surgery on August 18, 2022, placing a balloon to control bleeding
26 and administering blood transfusions.

27 24. Despite these efforts, bleeding persisted, leading to ongoing concerns about
28 Alirezapoor’s health. Follow-up visits with Ebrahimi, including an ultrasound on August 26, 2022,

1 revealed the severity of the situation. Ebrahimi hinted at potential *placenta accreta* and advised
2 against future pregnancies, recommending a permanent prevention method.

3 25. As the couple navigated the physical and emotional toll, they discovered that the
4 complications extended beyond the immediate post-surgery period. On September 21, 2022, after a
5 conversation with Alirezapoor’s primary care physician (“PCP”), the couple were informed and
6 discovered the enduring impact of the events on the wife's health, fertility, and overall well-being.

7 26. The subsequent months brought distress and uncertainties, with ongoing bleeding and
8 weakness. Despite seeking medical attention, the couple faced challenges in finding resolution and
9 understanding the full extent of the harm caused by the medical procedures. Primarily, Alirezapoor
10 has been informed that she will never be able to bear children.

11 **FIRST CAUSE OF ACTION**

12 **(NEGLIGENCE)**

13 **(Plaintiff Alirezapoor Against All Defendants)**

14 27. Plaintiff Alirezapoor hereby realleges and incorporates by reference paragraphs 1
15 through 26 as if the same were fully set forth herein.

16 28. Plaintiff was a patient of Defendants commencing on or about June 21, 2022 to
17 September 21, 2022. During this period Arezoo was under the care of Defendants who acted as her
18 physicians and health care providers.

19 29. By the virtue of the foresaid, Defendants owed Plaintiff a duty of ordinary care. To
20 use the degree of care and skill that a reasonable prudent person would use. In the case of the
21 physician defendants, these defendants had a duty to use the degree of care that a reasonably prudent
22 physician would owe given his or her knowledge, training, expertise, and skill.

23 30. Defendants breached the aforesaid duties of care.

24 31. As a direct and legal result of the foresaid, Plaintiff sustained permanent and
25 irreversible physical and internal injuries. As a further direct and legal result of the foresaid, Plaintiff
26 sustained pain, suffering and special damages in a sum according to proof at trial.

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THIRD CAUSE OF ACTION
(LOSS OF CONSORTIUM)
(Plaintiffs Against Defendants)

41. Plaintiffs reallege and incorporate herein by reference the allegations made in paragraphs 1 through 40, inclusive, as though fully set forth herein.

42. Alirezapoor and Bakhshi are legally married and hold themselves out to the world as husband and wife. Alirezapoor and Bakhshi reside together in San Diego, California. They are a married couple, and best friends, who have been together for over 15 years. The couple were excited to have their second child. And prior to the damage to Alirezapoor’s reproductive organs, they were planning to have at least one or possibly two more children, which was very likely.

43. However, after Defendants wrongfully damaged Alirezapoor’s reproductive organs, she has not been the same emotionally and physically. Alirezapoor has been distant and Bakhshi has lost the consortium of his wife, partner and friend.

44. The loss of consortium was a direct result of Defendants’ grossly negligent and reckless conduct. As a further consequence, Bakhshi suffered pain and emotional distress from this loss. Therefore, Bakhshi was also harmed as a result of Defendants’ acts and conduct in an amount to be proved at trial.

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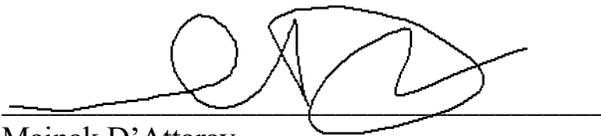
PRAYER FOR RELIEF

Wherefore, Plaintiffs pray for judgment against Defendants, and each of them, jointly and severally, as follows:

- 1. For general and special damages according to proof in an amount to be proved at trial.
- 2. For costs of suit, including expert costs.
- 3. For such other and further relief as the court deems just and proper.

DATED: December 15, 2023

d'attaraylaw |
law office of mainak d'attaray



Mainak D'Attaray
Attorneys for Plaintiff

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EXHIBIT 1

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.
San Diego, CA 92123

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.66
Total Postage and Fees	\$5.01

Sent To
 Street and Apt. No., or PO Box No. **SHARP REES-STEALY**
2929 HEALTHCARE DR.
 City, State, ZIP+4® **SAN DIEGO, CA 92123**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.
San Diego, CA 92111

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.66
Total Postage and Fees	\$5.01

Sent To
 Street and Apt. No., or PO Box No. **SHARP REES-STEALY**
651 COPLEY DRIVE, STE A
 City, State, ZIP+4® **SAN DIEGO, CA 92111**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.
San Diego, CA 92121

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.66
Total Postage and Fees	\$5.01

Sent To
 Street and Apt. No., or PO Box No. **DR. HALEH EBRAHIMI**
10243 GENET CTR. DRIVE
 City, State, ZIP+4® **SAN DIEGO, CA 92121**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.
San Diego, CA 92101

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.66
Total Postage and Fees	\$5.01

Sent To
 Street and Apt. No., or PO Box No. **PLANNED PARENTHOOD**
2017 FIRST AVENUE, STE 100
 City, State, ZIP+4® **SAN DIEGO, CA 92101**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com.
San Diego, CA 92101

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$0.66
Total Postage and Fees	\$5.01

Sent To
 Street and Apt. No., or PO Box No. **DR. THOMAS MORAN**
2017 FIRST AVENUE, STE 100
 City, State, ZIP+4® **SAN DIEGO, CA 92101**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

September 20, 2023

VIA CERTIFIED MAIL

Sharp Rees-Stealy Medical Group, Inc.
C/O Sharp Memorial Hospital
2929 Health Center Drive
San Diego, California 92123
C/O Alan Jay Bier
5651 Copley Drive, Suite A
San Diego, California 92111

Planned Parenthood – First Avenue
Specialty Services Michelle Wagner
Center
2017 First Avenue, Suite 100
San Deigo, California 92101

Dr. Haleh Ebrahimi
C/O SRS Medical Group
10243 Genetic Center Drive
San Diego, California 92121

Dr. Thomas Moran
2017 First Avenue, Suite 100
San Deigo, California 92101

**RE: NOTICE OF INTENT TO COMMENCE LEGAL ACTION
[PURSUANT TO CAL. CIV. PROC. CODE § 364]**

To Whom It May Concern,¹

Please note that I, Mainak D'Attaray, Esq., and representatives of my law office: d'attaraylaw | law office of mainak d'attaray represent Arezoo Alirezapoor ("Client" and/or "Alirezapoor") and her husband, Mehran Ali Bakhshi, in possible legal action arising out of medical malpractice committed against her during an abortion, surgery, emergency treatments, and hospitalization which rendered her unable to have children despite being of child-bearing age as she discovered on September 21, 2022, against Sharp Rees-Stealy Medical Group, Dr. Haleh Ebrahimi, Planned Parenthood of San Diego, Dr. Moran, and other medical providers not yet identified..

PLEASE TAKE NOTICE that pursuant to Code of Civil Procedure section 364, we intend to bring an action against Sharp Rees-Stealy Medical Group, Dr. Haleh Ebrahimi, Planned Parenthood of San Diego, Dr. Moran, and other medical providers not yet identified within ninety days from the date of this correspondence.

California Code of Civil Procedure section 364 extends the statute of limitations in a malpractice action for ninety (90) days within which all potential litigants can and should investigate the merits of potential claims for medical negligence. It is possible that once

¹ If you are represented by counsel, please (i) forward this to your counsel, and (ii) provide us with the name and contact information for your attorney.

Ltr. to Sharp Rees-Stealy, et al.

Page 2 of 2

September 20, 2023

this investigation has been completed, we will not be filing a lawsuit on behalf of our Client, or perhaps the matter can be settled without the necessity of a formal lawsuit.

We would suggest that you immediately forward a copy of this Notice and correspondence to your malpractice/errors and omissions liability insurance carrier(s) and request that they contact our office so that we can take full advantage of the intent and purpose of Section 364.

Thank you for giving this matter your kind and prompt attention.

Very truly yours,
Law Office of Mainak D'Attaray

Mainak D'Attaray, Esq.

cc: Client File
Law Office of Morteza Aghavali