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FILED
Superior Court of California
County of Los Angeles

NOV 10 2014

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

Attorney for Plaintiffs
MARJORIE CASAS and ANNY CASAS

D54 Ernest Anoshige
SUPERIOR COURT OF THE STATE OF CALIFORNIA,

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC 563455

MARJORIE CASAS, an individual; ANNY CASAS, an individual,

Case No.:

COMPLAINT FOR DAMAGES FOR:

Plaintiffs,

1. **SEXUAL HARASSMENT IN VIOLATION OF CIVIL CODE §51.9;**
2. **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT (CIVIL CODE §51);**
3. **NEGLIGENT TRAINING AND SUPERVISION;**
4. **NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS;**
5. **INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS;**
6. **BREACH OF FIDUCIARY DUTY;**
7. **FRAUD BY CONCEALMENT;**
8. **NEGLIGENT MISREPRESENTATION;**
9. **PROFESSIONAL NEGLIGENCE**

vs.

HATHAWAY-SYCAMORES CHILD AND FAMILY SERVICES, a California corporation; COLIN PORUS DIAS, M.D., an individual; and DOES 1 through 20, inclusive,

Defendants.

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFFS, and for causes of action against the Defendants and each of them, allege as follows:

RECEIPT #: CH195707042
 DATE PAID: 11/10/14 02:22 PM
 PAYMENT: \$435.00
 RECEIVED:
 CHECK: \$435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

CIT/CASE: BC563455
 LEA/DEF#: B563455

11/10/2014

1 **JURISDICTION**

2 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
3 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
4 transact business within Los Angeles County, and because the work that is the subject of this action was
5 performed by Plaintiff in Los Angeles County.

6
7 **THE PARTIES**

8 2. Plaintiff, MARJORIE CASAS (hereinafter "MARJORIE"), is an individual, who at all
9 times relevant to this action, resided in Los Angeles, California. MARJORIE is 18-years-old, but was a
10 minor when many of the alleged events occurred.

11 3. Plaintiff, ANNY CASAS (hereinafter "ANNY"), is an individual, who at all times
12 relevant to this action, resided in Los Angeles, California. ANNY is MARJORIE's mother.

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendant HATHAWAY-
14 SYCAMORES CHILD AND FAMILY SERVICES ("HATHAWAY") is a California corporation, with
15 its principal place of business is in the City of Pasadena, County of Los Angeles, State of California.
16 HATHAWAY is a mental health and welfare agency with eleven locations throughout Southern
17 California providing services to children, youth, young adults, and families, is licensed by the
18 Community Care Licensing Division of the California Department of Social Services, and is certified by
19 the Los Angeles County Department of Mental Health.

20 5. Plaintiff is informed and believes, and thereon alleges, that Defendant COLIN PORUS
21 DIAS, M.D. ("DIAS") is licensed physician, License Number 84321, specializing in psychology. DIAS
22 is Board Certified by the American Board of Psychiatry and Neurology in Child and Adolescent
23 Psychiatry, in Psychiatry.

24 6. At all times mentioned herein, DIAS was acting as an employee, agent, subcontractor, or
25 in a similar capacity yet to be discovered, for HATHAWAY, providing psychiatric services to
26 HATHAWAY customers, patients and patrons, by and through HATHAWAY at HATHAWAY's
27 facilities.
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7. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein. Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and each of them, including those defendants named as DOES 1-20, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

10. Whenever and wherever reference is made in this Complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

FACTUAL ALLEGATIONS

11. MARJORIE and ANNY have been patients of HATHAWAY for many years.

1 12. MARJORIE suffers from ADHD, depression and Post-Traumatic Stress Disorder
2 ("PTSD") caused by multiple instances of sexual abuse during her childhood. Since she was a minor,
3 MARJORIE has been receiving treatment and therapy from the psychiatrists and therapists at
4 HATHAWAY. MARJORIE is also medicated with Adderall and Prozac for her depression and ADHD.

5 13. For the same time period MARJORIE has been a patient of HATHAWAY, ANNY has
6 also been a patient/patron of HATHAWAY, receiving counseling and advice relative to the care and
7 treatment of MARJORIE, helping ANNY to participate and assist with her daughter's progress, and
8 helping ANNY to deal, as a family, with MARJORIE's disorders. ANNY continued in this same role as
9 a patient/patron of HATHAWAY even after MARJORIE reached the age of majority on February 20,
10 1996.

11 14. For the past several years, MARJORIE has received visits twice weekly from a
12 therapist/Clinician from HATHAWAY, Dean Bertsch, Psy.D. ("Bertsch"). Bertsch's visits with
13 MARJORIE were either at her home or at school, with ANNY always present at the home visits.

14 15. Prior to November 2013, MARJORIE and ANNY had psychiatry sessions once a month
15 at HATHAWAY with Oscar V. Rosas, MD, a psychiatrist associated with HATHAWAY. Dr. Rosas did
16 not conduct sessions with MARJORIE alone, and was adamant about not ever doing so. Dr. Rosas
17 never made MARJORIE or ANNY feel uncomfortable, did not ask MARJORIE questions of a sexual
18 nature.

19 16. Starting in and around November 2013, MARJORIE and ANNY started seeing DIAS
20 once a month at HATHAWAY instead of Dr. Rosas. From almost the beginning of taking over their
21 treatment, DIAS began to engage in questionable behavior, including but not limited to, the following:

22 17. DIAS began to exclude ANNY from MARJORIE's sessions shortly after they started,
23 even though MARJORIE was still a minor, and even though ANNY had always participate in these
24 therapy sessions in the past;

- 25 a) DIAS started calling MARJORIE on the telephone at home;
26 b) DIAS asked MARJORIE to give him emails between MARJORIE and men she
27 met in internet chat rooms;
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1 c) When DIAS was alone with MARJORIE, he repeatedly told her she is a “very
2 beautiful girl,” to the point that it made MARJORIE uncomfortable; and

3 d) DIAS started asking MARJORIE questions of a sexual nature, including asking
4 her “how many times per week did she masturbate,” “are you still a virgin,” who she fantasizes about
5 when she masturbates and “why do you get sexually excited over the internet”.

6 18. DIAS did not ask MARJORIE these questions in front of ANNY. Rather, immediately
7 after DIAS would tell ANNY to leave the room for the session to continue in her absence, DIAS would
8 begin his sexual questioning of MARJORIE. DIAS also sometimes asked her these types of sexual
9 questions or made these comments during the phone calls he made to MARJORIE.

10 19. On one occasion, when DIAS called MARJORIE on the phone, DIAS made her so
11 uncomfortable that MARJORIE ran from the room because ANNY was present and could see
12 MARJORIE’s discomfort and was becoming concerned. MARJORIE was so embarrassed by the
13 conversation that she did not want to have to tell ANNY about it. When MARJORIE told DIAS that he
14 had made her uncomfortable, DIAS told MARJORIE it was because she was “excited” by their session.

15 20. On February 20, 2014, MARJORIE turned 18 years old. On the very next visit
16 MARJORIE had with DIAS, and the first session she had with DIAS as a legal adult, DIAS immediately
17 became more bold in his sexual interrogations of MARJORIE.

18 21. On March 17, 2014, at 1:00 p.m., MARJORIE and ANNY had a scheduled session with
19 DIAS. Almost immediately after it began, DIAS asked ANNY to wait outside while he continued the
20 session with MARJORIE, deliberately giving ANNY the impression that DIAS was asking ANNY to
21 leave so he could provide psychiatric services to MARJORIE. DIAS knew he was misleading ANNY
22 by his words and conduct, and intended to mislead ANNY so that she would leave and he would be left
23 alone with MARJORIE.

24 22. While ANNY was sitting outside the door, DIAS immediately begin asking MARJORIE
25 sexual questions, including whether she imagines having a penis insider her vagina and if she was
26 getting excited by his questions. MARJORIE was so uncomfortable and frightened that she could not
27 do anything but stare into her own lap while DIAS continued his efforts. After a long pause, DIAS told
28 MARJORIE to open her legs and masturbate in front of him. Helplessly, MARJORIE complied with

1 DIAS' instructions and masturbated herself over her clothing, while at the same time mentally
2 distancing herself what was happening to her, a trick she had learned in the past during prior incidents of
3 sexual abuse.

4 23. DIAS watched MARJORIE masturbate over her clothing, unzipped his pants and begin
5 to masturbate too, until he ejaculated. DIAS did not show his penis to MARJORIE, she heard him zip
6 up his pants, and watched him use a tissue to clean up his ejaculate. Afterwards, DIAS told MARJORIE
7 "there is a difference between fantasizing about something and actually doing it."

8 24. With those words, DIAS called ANNY back into the room, and falsely told her that the
9 session went well, that MARJORIE is "getting better," and counseling ANNY to put more faith in
10 MARJORIE. MARJORIE was shaking her head "no" to ANNY, but DIAS saw MARJORIE and shot
11 her a look to stop, but ANNY saw too but refrained from saying anything in front of DIAS.

12 25. On the way home, ANNY kept asking MARJORIE if she was okay, but MARJORIE
13 was still in shock by what had happened that she could not even respond to ANNY.

14 26. By the time ANNY and MARJORIE arrived home, Bertsch was at the home waiting for
15 them to have his twice-weekly session with MARJORIE, and could instantly see that something was
16 wrong.

17 27. Bertsch asked MARJORIE how her session went with DIAS, and MARJORIE told him
18 "it was interesting." With Bertsch's encouragement, MARJORIE disclosed what had occurred in the
19 session with DIAS. Bertsch determined at that point he needed to communicate the incident to a
20 supervisor to figure out what to do next. ANNY told Bertsch to try to retrieve the soiled tissue with
21 DIAS' ejaculate from the trash can before the janitorial staff came and emptied the trash cans. Bertsch
22 left around 3:00 p.m.

23 28. Around 7:15 p.m. that later that same night, ANNY and MARJORIE made a police
24 report of DIAS' "lewd acts." Bertsch arrived at the Rampart Station about an hour later, and also gave a
25 statement, and confirmed that MARJORIE had reported to him lewd acts by DIAS. The police officers
26 also asked Bertsch if he had access to the office to collect the evidence (the semen-covered tissue), and
27 Bertsch called his Director of the Transition Program, Sam Gonzalez, who advised it was likely the
28 custodians had already cleaned up by then.

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1 29. Since the incident, ANNY and MARJORIE treat with a different psychiatrist at
2 HATHAWAY, Dr. Mary Moore, and at a different location.

3 30. Plaintiffs are informed and believe, and based thereupon allege, that after the incident
4 with MARJORIE, DIAS was temporary suspended from HATHAWAY, but has since been reinstated,
5 and is still permitted to treat patients, including minors, at HATHAWAY.

6 31. As a result of Defendants' actions, MARJORIE has suffered and will continue to suffer
7 general and special damages, including severe and profound pain and emotional distress, extreme
8 anxiety, depression, headaches, tension, and other physical ailments, as well as medical expenses,
9 expenses for psychological counseling and treatment. All of the progress MARJORIE has made with
10 her therapy and treatments over the past several years has been undone, and MARJORIE feels like she is
11 starting from zero in her therapy. In addition, MARJORIE's existing symptoms of flashbacks and
12 nightmares caused by her PTSD have been exacerbated, and MARJORIE went from having flashbacks
13 and nightmares only sometimes to having them nightly.

14 32. As a result of Defendants' actions, ANNY has suffered and will continue to suffer
15 general and special damages, including severe and profound pain and emotional distress, anxiety,
16 depression, headaches, tension, and other physical ailments, as well as medical expenses, expenses for
17 psychological counseling and treatment. ANNY cannot escape her feelings of betrayal by DIAS and the
18 self-imposed guilt she feels knowing she was sitting right outside the door while her daughter was being
19 abused by the psychiatrist she had brought her to.

20 33. Plaintiffs claim general damages for emotional and mental distress and aggravation in a
21 sum in excess of the jurisdictional minimum of this court.

22 34. Because the acts taken toward Plaintiffs were carried out by DIAS acting in a deliberate,
23 cold, callous, cruel and intentional manner, in conscious disregard of Plaintiffs' rights and in order to
24 injure and damage each of them, Plaintiffs requests that punitive damages be levied against DIAS in
25 sums in excess of the jurisdictional minimum of this court.
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FIRST CAUSE OF ACTION
BY PLAINTIFF MARJORIE CASAS
FOR SEXUAL HARASSMENT
CIVIL CODE §51.9
AGAINST ALL DEFENDANTS

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6 35. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
7 though fully set forth herein.

8 36. At all relevant times mentioned in this complaint, Civil Code §51.9 was in full force and
9 effect and was binding on defendants, and makes unlawful sexual harassment in the context of a
10 business, service or professional relationship.

11 37. At all relevant times herein, Plaintiff, on the one hand, and Defendants, on the other
12 hand, were in a business, service, or professional relationship, by virtue of Plaintiff's professional
13 relationship with defendants as her psychotherapists.

14 38. Defendants, by and through DIAS acting on his own behalf and as HATHAWAY's
15 agent, made sexual advances, solicitations, sexual requests, demands for sexual compliance by the
16 Plaintiff, or engaged in other verbal, visual, or physical conduct of a sexual nature or of a hostile nature
17 based on gender, that were unwelcome and pervasive or severe.

18 39. There was an inability by Plaintiff to easily terminate the relationship with Defendants
19 due to her mother's status as a patient with Defendants and actively participating in the professional
20 relationship..

21 40. As a direct and proximate result of Defendants' sexual harassment, Plaintiff has suffered
22 or will suffer economic loss or disadvantage or personal injury, including, but not limited to, emotional
23 distress or the violation of a statutory or constitutional right.

24 41. The damage allegations of Paragraphs 31 through 33, inclusive, are herein incorporated
25 by reference.

26 42. The foregoing conduct of defendants individually, or by and through their managing
27 agents, was intended by the defendants to cause injury to the Plaintiff or was despicable conduct carried
28 on by the defendants with a willful and conscious disregard of the rights of Plaintiff or subjected

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1 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's civil rights, such as to
2 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive
3 damages in an amount appropriate to punish or make an example of defendants.

4 43. In addition to and/or in lieu of Plaintiff's election, Plaintiff is entitled to receive and
5 hereby seeks statutory damages pursuant to Civil Code §52(b), including actual and exemplary damages,
6 as well as a civil penalty pursuant to Civil Code §52(b)(2) of \$25,000.

7 44. Pursuant to Civil Code §52(b)(3), Plaintiff requests an award of attorneys' fees in
8 prosecuting this action.

9
10 **SECOND CAUSE OF ACTION**

11 **BY PLAINTIFFS**

12 **FOR VIOLATION OF THE UNRUH CIVIL RIGHTS ACT**

13 **CIVIL CODE §51**

14 **AGAINST ALL DEFENDANTS**

15 45. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
16 though fully set forth herein.

17 46. At all times mentioned herein, the Unruh Civil Rights Act, codified in Civil Code §51,
18 was in full force and effect., and binding upon defendants. This section confirms that all persons within
19 the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion,
20 ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual
21 orientation are entitled to the full and equal accommodations, advantages, facilities, privileges, or
22 services in all business establishments of every kind whatsoever.

23 47. At all times mentioned herein, Plaintiffs had the right to be free from discrimination and
24 harassment based upon their sex, and were entitled to full and equal accommodations, advantages and
25 privileges of any other patron or vendor at HATHAWAY's business establishment.

26 48. As alleged above, Defendants, through DIAS, subjected Plaintiff MARJORIE to
27 harassment on account of her sex, and denied Plaintiff ANNY access to Defendants' services and
28 privileges based upon her association with MARJORIE, depriving Plaintiffs, and each of them, of their

1 right to full and equal accommodations, advantages and privileges of any other patron or vendor at
2 HATHAWAY's business establishment.

3 49. In so doing, defendants violated the civil rights of Plaintiffs, as set forth in the Unruh
4 Civil Rights Act, which is codified in Civil Code §51.

5 50. The damage allegations of Paragraphs 31 through 33, inclusive, are herein incorporated
6 by reference.

7 51. The foregoing conduct of defendants individually, or by and through their managing
8 agents, was intended by the defendants to cause injury to the Plaintiffs or was despicable conduct carried
9 on by the defendants with a willful and conscious disregard of the rights of Plaintiffs or subjected
10 Plaintiffs to cruel and unjust hardship in conscious disregard of Plaintiffs' civil rights, such as to
11 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiffs to punitive
12 damages in an amount appropriate to punish or make an example of defendants.

13 52. In addition to and/or in lieu of Plaintiffs' election, Plaintiffs are entitled to receive and
14 hereby seeks treble damages pursuant to Civil Code §52(a), in no event less than \$4,000, plus an award
15 of attorneys' fees in prosecuting this action.

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17 **THIRD CAUSE OF ACTION**

18 **BY PLAINTIFFS**

19 **FOR NEGLIGENT HIRING, TRAINING AND SUPERVISION**

20 **AGAINST DEFENDANT HATHAWAY AND DOES 1-20, INCLUSIVE**

21 53. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
22 though fully set forth herein.

23 54. Defendants and each of them had a duty to Plaintiffs to supervise their agents, employees
24 and independent contractors who were responsible for providing mental health and psychiatric services
25 to HATHAWAY's patients, including plaintiffs herein, and ensure that they were fit to perform their
26 jobs and that they were properly trained in the laws setting forth a psychiatrist's ethical and fiduciary
27 obligations.
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1 55. On information and belief, Defendants and each of them negligently investigated,
2 checked the background of, and confirmed the suitability of defendant DIAS to be the assigned
3 psychiatrist to Plaintiffs herein in the mental health program in which they were enrolled. defendants
4 permitted DIAS, through their auspices and with their approval, to have a position of power and trust as
5 Plaintiffs' psychiatrist and therapist, including unsupervised and private sessions, even though facts
6 existed that Defendants should have discovered that showed it would be negligent to utilize DIAS and
7 permit him to exercise a position of power and trust as to Plaintiffs in the program operated by
8 Defendants. Defendants also knew or should have known that MARJORIE was particularly vulnerable
9 because Plaintiffs were enrolled in a mental health program Defendants operated by MARJORIE had
10 psychological issues which is what brought Plaintiffs to the program in the first place.

11 56. Defendants further negligently trained, supervised, controlled, managed, their program,
12 their employees, and their agents, including DIAS, and permitted DIAS to have unsupervised access to
13 Plaintiffs, as described above.

14 57. Defendants and each of them breached that duty by hiring, training and supervising
15 agents and employees whom they knew were not qualified to hold the positions they were assigned, by
16 failing to offer the agents and employees training, and by failing to supervise them to ensure that the
17 mental health services Defendants were offering to the public, including Plaintiffs, was safe and
18 beneficial, not harmful, to them.

19 58. As a result of the above, DIAS committed fraud upon ANNY, and lewd acts upon
20 MARJORIE, breached his fiduciary duties owed to both of them, violated their trust and caused them
21 both mental and emotional harm.

22 59. The damage allegations of Paragraphs 31 through 33, inclusive, are herein incorporated
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1 **FOURTH CAUSE OF ACTION**

2 **BY PLAINTIFFS**

3 **FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

4 **AGAINST ALL DEFENDANTS**

5 60. Plaintiff incorporates, by reference, all the foregoing paragraphs of this Complaint, as
6 though fully set forth herein.

7 61. Each of the Defendants had a duty to the Plaintiffs to exercise reasonable care in the
8 provision of psychiatric and mental health services to Plaintiffs.

9 62. Defendants breached their duty by failing to exercise reasonable care in the provision of
10 psychiatric and mental health services to Plaintiffs and, instead, engaging in conduct that was reasonably
11 foreseeable to cause more harm to Plaintiffs than good.

12 63. Defendants knew or in exercise of reasonable care should have known of the
13 unreasonable risk of harm to Plaintiffs and others similarly situated. Specifically, DIAS used and
14 abused his position of authority over Plaintiffs, and the trust Plaintiffs placed him by virtue of his
15 position of authority, to convert Plaintiffs' therapy sessions into his own sexual self-gratification
16 sessions.

17 64. As a result of Defendants' conduct, Plaintiffs each suffered serious emotional distress.

18 65. Defendants' negligence was a substantial factor in causing Plaintiffs' serious emotional
19 distress.

20 66. The damage allegations of Paragraphs 31 through 33, inclusive, are herein incorporated
21 by reference.

22
23 **FIFTH CAUSE OF ACTION**

24 **BY PLAINTIFFS**

25 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

26 **AGAINST ALL DEFENDANTS**

27 67. Plaintiff incorporates by reference all the foregoing paragraphs of this Complaint as
28 though fully set forth herein.

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1 68. A person is liable for intentional infliction of emotional distress if his or her conduct is
2 outrageous; the person either intended to cause another emotional distress or acted with reckless
3 disregard of the probability that the other person would suffer emotional distress; the other person
4 suffered severe emotional distress; and the conduct was a substantial factor in causing the emotional
5 distress.

6 69. As alleged herein, Defendants, by and through DIAS acting as an agent for
7 HATHAWAY, engaged in extreme and outrageous conduct against Plaintiffs, including but not
8 limited to deceiving ANNY into leaving DIAS alone with MARJORIE while their therapy session
9 was in progress, and then using the opportunity, unsupervised, to commit lewd acts and sexual abuse
10 upon MARJORIE, a patient who DIAS knew suffered from PTSD due to prior sexual abuse.

11 70. Defendants intended to cause, or acted in reckless disregard of the probability of
12 causing, emotional distress to Plaintiffs.

13 71. Defendants' conduct proximately caused Plaintiff severe emotional suffering and
14 distress.

15 72. The damage allegations of Paragraphs 31 through 34, inclusive, are herein incorporated
16 by reference.

17 73. The foregoing conduct of Defendants individually, or by and through their agent or
18 managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable
19 conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or
20 subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to
21 constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive
22 damages in an amount appropriate to punish or make an example of Defendants.

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SIXTH CAUSE OF ACTION
BY PLAINTIFFS
FOR BREACH OF FIDUCIARY DUTY
AGAINST ALL DEFENDANTS

74. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs of this Complaint as though fully set forth herein.

75. At all times hereto, Defendants owed a fiduciary duty to Plaintiffs, their patients, as their psychiatrist and mental health providers and therapists.

76. Defendants breached their fiduciary duty to Plaintiffs by deceiving ANNY into leaving DIAS alone with MARJORIE while their therapy session was in progress, and then using the opportunity, unsupervised, to commit lewd acts and sexual abuse upon MARJORIE, a patient who DIAS knew suffered from PTSD due to prior sexual abuse.

77. Defendants' breach of their fiduciary duty to Plaintiffs caused them damages as stated below.

78. The damage allegations of Paragraphs 31 through 34, inclusive, are herein incorporated by reference.

79. The foregoing conduct of Defendants individually, or by and through their agent managing agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants

1 SEVENTH CAUSE OF ACTION

2 BY PLAINTIFF ANNY

3 FOR FRAUD BY CONCEALMENT

4 AGAINST DIAS AND DOES 1-20

5 80. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs of this
6 Complaint as though fully set forth herein.

7 81. Defendants, by and through DIAS, fraudulently induced ANNY into leaving the therapy
8 session that she was entitled to attend and in which she was entitled to participate, by deliberately giving
9 ANNY the impression that DIAS was asking ANNY to leave so he could provide psychiatric services to
10 MARJORIE. DIAS concealed from ANNY that his purpose in asking her to leave was not so that he
11 could provide psychiatric services to MARJORIE, but was so that DIAS could sexually prey upon
12 MARJORIE without her mother being there to protect her.

13 82. ANNY did not know the facts DIAS concealed from her, specifically, that his purpose in
14 asking ANNY to leave was not so that he could provide psychiatric services to MARJORIE, but was so
15 that DIAS could sexually prey upon MARJORIE without her mother being there to protect her.

16 83. DIAS intended to deceive ANNY by concealing the aforementioned fact.

17 84. ANNY reasonably relied on DIAS' deception and did, in fact, leave MARJORIE alone
18 with DIAS at which time he did sexually prey upon her.

19 85. If ANNY had known the true facts, that DIAS was not going to continue his treatment
20 with MARJORIE once ANNY left the room but, instead, was going to coerce MARJORIE, a sexual
21 abuse victim, into masturbating for and with him, ANNY would not have left the room, and would not
22 have continued to treat, or permitted MARJORIE to treat, with DIAS.

23 86. As a proximate result of DIAS' deception, ANNY was harmed.

24 87. The damage allegations of Paragraphs 31 through 34, inclusive, are herein incorporated
25 by reference.

26 88. The foregoing conduct of Defendants individually, or by and through their managing
27 agents, was intended by the Defendants to cause injury to the Plaintiff or was despicable conduct carried
28 on by the Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected

1 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, such as to constitute
2 malice, oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in
3 an amount appropriate to punish or make an example of Defendants.

4
5 **EIGHTH CAUSE OF ACTION**

6 **BY PLAINTIFFS**

7 **FOR NEGLIGENT MISREPRESENTATION**

8 **AGAINST ALL DEFENDANTS**

9 89. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs of this
10 Complaint as though fully set forth herein.

11 90. Defendants, by and through DIAS, induced ANNY into leaving the therapy session that
12 she was entitled to attend and in which she was entitled to participate, by negligently representing to
13 ANNY he would be providing psychiatric services to MARJORIE after ANNY left the treatment room,
14 and that ANNY was required to leave.

15 91. The representation was not true, and DIAS knew or should have known that he had no
16 intention of providing competent psychiatric services to MARJORIE, now an adult, once MARJORIE's
17 mother was out of sight.

18 92. Defendants made such representation with the intent to induce ANNY to leave the
19 treatment room, and leave MARJORIE alone with DIAS.

20 93. At the time Defendants made the representation set forth above, ANNY was ignorant of
21 the falsity of such representations. Plaintiff justifiably relied on the representations and did, in fact,
22 leave the treatment room, despite her right and entitlement to stay and participate, and left MARJORIE,
23 alone with DIAS.

24 94. If Plaintiff had known of the falsity of Defendants representation, and Defendants' lack
25 of reasonable belief as to the truth of those representations, ANNY would not have left the treatment
26 room, and would not have left MARJORIE alone with DIAS.

27 95. Plaintiff was harmed, and ANNY's reliance on DIAS' misrepresentation was a
28 substantial factor in cause her harm.

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1 96. The damage allegations of Paragraphs 31 through 33, inclusive, are herein incorporated
2 by reference.

3
4 **NINTH CAUSE OF ACTION**
5 **BY PLAINTIFFS**
6 **FOR PROFESSIONAL NEGLIGENCE**
7 **AGAINST ALL DEFENDANTS**

8 97. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs of this
9 Complaint as though fully set forth herein.

10 98. DIAS, as a licensed and board certified psychiatrist, owed to Plaintiffs, their patients, the
11 duty to use such skill, prudence, and diligence as other members of his or her profession commonly
12 possess and exercise. DIAS was acting as an agent for HATHAWAY which, by virtue of the agency
13 relationship, also owed this duty to Plaintiffs.

14 99. DIAS breached his duty to Plaintiffs by providing psychiatric services that fell below the
15 standard of care and which, as to MARJORIE, violated Business and Professions Code §726.

16 100. DIAS' negligent conduct caused Plaintiffs' actual injuries and damage, including severe
17 emotional and mental distress.

18 101. The damage allegations of Paragraphs 31 through 33, inclusive, are herein incorporated
19 by reference.

20
21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiffs seeks judgment against Defendants, and each of them, in an amount
23 according to proof but estimated to exceed \$5,000,000, as follows:

- 24 1. For a money judgment representing compensatory damages including cost of future
- 25 mental health treatment and other out-of-pocket losses; for other special damages; and for general
- 26 damages for mental pain and anguish and emotional distress;
- 27 2. For treble damages pursuant to Civil Code §52(a);
- 28 3. For civil penalties pursuant to Civil Code §52(b)(2);

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1 4. For prejudgment interest on each of the foregoing at the legal rate from the date the
2 obligation became due through the date of judgment in this matter.

3 **WHEREFORE**, Plaintiff seeks further judgment against Defendants, and each of them, in an
4 amount according to proof, as follows:

5 5. For punitive damages, pursuant to Civil Code §3294 and 52(b)(1), in amounts
6 sufficient to punish Defendants for the wrongful conduct alleged herein and to deter such conduct in
7 the future;

8 6. For costs of suit;

9 7. For post-judgment interest; and

10 8. For any other relief that is just and proper.

11
12 DATED: October 31, 2014

LAW OFFICES OF RAMIN R. YOUNESSI

13
14 By: 

Ramin R. Younessi, Esq.
Attorneys for Plaintiffs
MARJORIE CASAS and ANNY CASAS

15
16
17 **JURY TRIAL DEMANDED**

18 Plaintiffs demands trial of all issues by jury.

19
20
21 DATED: October 31, 2014

LAW OFFICES OF RAMIN R. YOUNESSI

22
23 By: 

Ramin R. Younessi, Esq.
Attorneys for Plaintiffs
MARJORIE CASAS and ANNY CASAS

24
25
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P T C 7 / 0 T / I I

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Ramin R. Younessi, Esq. (SBN 175020)
Law Offices of Ramin R. Younessi
3435 Wilshire Blvd, Suite 2200
Los Angeles, CA 90010
TELEPHONE NO.: 213-480-6200 FAX NO.: 213-480-6201

ATTORNEY FOR (Name): Marjorie Casas, et al.

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, CA 91201
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

Marjorie Casas, et al. v. Hathaway-Sycamores Child and Family Services, et al.

FOR COURT USE ONLY
FILED
Superior Court of California
County of Los Angeles

NOV 10 2014

Sherri R. Carter, Executive Officer/Clerk
By Cristina Grijalva Deputy
Cristina Grijalva

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: 0563455

JUDGE:

DEPT:

Items 1-5 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

Auto (22)
Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Product liability (24)
Medical malpractice (45)
Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
Civil rights (08)
Defamation (13)
Fraud (16)
Intellectual property (19)
Professional negligence (25)
Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
Other employment (15)

Contract

Breach of contract/warranty (06)
Collections (09)
Insurance coverage (18)
Other contract (37)

Real Property

Eminent domain/inverse condemnation (14)
Wrongful eviction (33)
Other real property (26)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38)

Judicial Review

Asset forfeiture (05)
Petition re: arbitration award (11)
Writ of mandate (02)
Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
Construction defect (10)
Mass tort (40)
Securities litigation (28)
Environmental/Toxic tort (30)
Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
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. Large number of separately represented parties
b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. Substantial amount of documentary evidence
d. Large number of witnesses
e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. Substantial post judgment judicial supervision

3. Type of remedies sought (check all that apply):

- a. monetary
b. non monetary; declaratory or injunctive relief
c. punitive

4. Number of causes of action (specify): Nine (9)

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: October 31, 2014

Ramin R. Younessi, 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 complex case, this cover sheet will be used for statistical purposes only.

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 5 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. You do not need to submit a cover sheet with amended papers. 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 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 PI/PD/WD (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 PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
- Other PI/PD/WD

Non-PI/PD/WD (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-PI/PD/WD 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 Re: 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 Judgement (Out of County)
 - Confession of Judgement (*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 for Late Claim
 - Other Civil Petition

SHORT TITLE:

Casas, et al. v. Hathaway-Sycamore Child and Family Services, et al.

CASE NUMBER

BC 563455

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? [X] YES CLASS ACTION? [] YES LIMITED CASE? [] YES TIME ESTIMATED FOR TRIAL 5.7 [] HOURS/[X] 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.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

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

Table with 3 columns: A (Civil Case Cover Sheet Category No.), B (Type of Action), and C (Applicable Reasons). Rows include Auto (22), Uninsured Motorist (46), Asbestos (04), Product Liability (24), Medical Malpractice (45), and Other Personal Injury/Property Damage/Wrongful Death (23).

Non-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
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1.,3.
Civil Rights (08)	<input checked="" 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 <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1.,2.,3. 1.,2.,3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.

Employment

Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1.,2.,3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1.,2.,3. 10.

Contract

Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2.,5. 2.,5. 1.,2.,5. 1.,2.,5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2.,5.,6. 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 <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.

**Real Property
Unlawful Detainer**

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 <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2.,6. 2.,6. 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	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 checked="" 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.	
Employment	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"/> A6109 Labor Commissioner Appeals	10.
Contract	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.	
Real Property	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	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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	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 - Administration 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.
Provisionally Complex Litigation	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.
Enforcement of Judgment	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.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1.,2.,8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaration 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.		
Miscellaneous Civil Petitions	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 Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2.,9.		

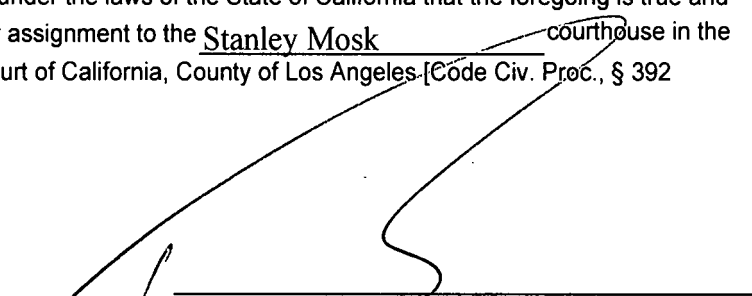
SHORT TITLE: Casas, et al. v. Hathaway-Sycamore Child and Family Services, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <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: 1968 W. Adams Blvd.	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90018	

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

Dated: October 31, 2014



Ramin R. Younessi, Esq.
 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMERCE 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 for 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 ordered appointing the Guardian as 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.

P T G 7 2 0 1 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joel Bruce Douglas (Bar # 056908) Bonne Bridges Mueller O'Keefe & Nichols 355 S. Grand Ave, Suite 1750 Los Angeles, CA 90071 TELEPHONE NO.: (213) 480-1900 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Colin P. Dias, M.D., Plaintiff	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles APR 27 2017 Sherri B. Carter, Executive Officer/Clerk By <u>Raul Sanchez</u> DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Central District		
PLAINTIFF/PETITIONER: Marjorie Casas and Anny Casas DEFENDANT/RESPONDENT: Hathaway-Sycamores Child & Family Services et al		
NOTICE OF SETTLEMENT OF ENTIRE CASE		CASE NUMBER: BC563455
		JUDGE: Hon. Gail Feuer DEPT.: 78

NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF

You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is **unconditional**. You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is **conditional**. Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.

To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case:

1. This entire case has been settled. The settlement is:
- a. **Unconditional**. A request for dismissal will be filed within 45 days after the date of the settlement.
Date of settlement:
 - b. **Conditional**. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): 7/1/17

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2. Date initial pleading filed: November 10, 2014

3. Next scheduled hearing or conference:
- a. Purpose: Final Status Conference
 - b. (1) Date: May 10, 2017
 (2) Time: 9:00 a.m.
 (3) Department: 78

4. Trial date:
- a. No trial date set.
 - b. (1) Date: May 23, 2017
 (2) Time: 9:30 a.m.
 (3) Department: 78

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

► Joel Bruce Douglas

 (SIGNATURE)