

PARENTS OF CHLA CANCER PATIENTS SEEK JUSTICE - STEM CELLS DESTROYED THROUGH “SHOCKING AND INTENTIONAL MISCONDUCT” OF CHLA.

As stated in the complaint, CHLA failed to update an “ancient” cryogenic freezer that should have been replaced in 1998. To make matters worse, they turned off the alarms that monitor the tanks prior to the freezer failure.

When the tank at CHLA containing precious stem cells for 56 children suffering from cancer finally failed, the disaster happened 21 years after CHLA should have replaced the freezer ... and months after CHLA deliberately turned off the alarms. Peiffer Wolf Carr Kane & Conway (“Peiffer Wolf”) is representing multiple families devastated by CHLA; more families are expected to seek justice in the coming weeks.

Apologies aren't enough. These families have entrusted their children's lives and futures to these facilities. A child fighting cancer shouldn't have to worry about freezers in a lab. We're going to keep fighting until these devastating tragedies never happen again.

-Partner, Adam Wolf



Peiffer Wolf is a national law firm with offices in Los Angeles, San Francisco, New York, Cleveland, St. Louis, Austin, and New Orleans. Peiffer Wolf is nationally recognized for representing victims of laboratory misconduct, including improper freezer handling, and the destruction of stem cells and embryos.

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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES
17

18 LINDA WRATTEN and TIMOTHY
19 WRATTEN, INDIVIDUALLY AND ON
BEHALF OF THEIR MINOR CHILD, E.F.,

20 Plaintiffs,

21 vs.

22 CHILDREN'S HOSPITAL LOS ANGELES,

23 Defendant.
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Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. This lawsuit stems from the catastrophic destruction of frozen stem cells of 56 children
3 who suffer from high-risk cancer, including Plaintiff E.F.

4 2. The stem cells were destroyed as a direct result of shocking and intentional misconduct
5 by Children’s Hospital Los Angeles (“CHLA”). Through this suit E.F. and his parents Linda Wratten
6 (“Linda”) and Timothy Wratten (“Timothy”) (collectively, “Plaintiffs”) seek to hold CHLA accountable
7 for the devastation it has wrought upon their family.

8 3. E.F. has neuroblastoma, a particularly aggressive cancer that is very resistant to treatment
9 and very likely to recur. The standard treatment for E.F., like most children with neuroblastoma,
10 includes prolonged high-dose chemotherapy. The chemotherapy kills the cancer cells. But the process
11 also destroys the child’s bone marrow, which is necessary to produce red and white blood cells.

12 4. Accordingly, at the outset of chemotherapy, CHLA performed a stem-cell “harvest” for
13 E.F., through which his stem cells were extracted from his body. While this procedure is protracted and
14 extremely painful—especially for a young child like E.F.—it is critically important. A subsequent
15 reintroduction of stem cells during chemotherapy restores the lost bone marrow necessary for survival.
16 For someone like E.F., the harvested stem cells are literally a life saver.

17 5. As is standard practice, CHLA retrieved more stem cells from E.F. than it needed for a
18 single round of reintroduction treatment. This is a critical and necessary precaution to take when
19 harvesting stem cells for use in treatment of aggressive childhood cancers, due to the high likelihood of
20 subsequent relapse. Should relapse occur, necessitating future chemotherapy treatment, additional
21 healthy stem cells would again need to be reintroduced to restore E.F.’s bone marrow. Following a full
22 battery of high-dose chemotherapy, however, there is no guarantee of successful future stem cell
23 harvests. Accordingly, it is critical to harvest extra stem cells at the outset. Accordingly, CHLA
24 promised Linda, Timothy, and E.F. that it would harvest additional bags of stem cells from E.F. and
25 cryogenically store them until such a time as they may be needed.

26 6. These frozen cells were both a lifeline and a safety net for E.F. and his family. Having
27 these cells available provided them with vital peace-of-mind that they were protected now and into the
28 future.

1 7. CHLA promised Plaintiffs—and Plaintiffs thus believed—that CHLA would preserve
2 and care for E.F.’s precious stem cells. After all, CHLA bills itself as one of the top pediatric cancer
3 facilities in the world, with “state of the art” equipment and “meticulously maintained” facilities.
4 Unfortunately, none of this is true of CHLA’s stem-cell lab.

5 8. Unbeknownst to Plaintiffs, CHLA deliberately stored E.F.’s stem cells in a freezer tank
6 that CHLA knew was several decades past the freezer’s life expectancy.

7 9. CHLA’s callous disregard for E.F.’s stem cells was compounded by its decision to
8 intentionally disable the alarm system that was intended to monitor the freezer tank and alert CHLA
9 personnel if the temperature in its ancient freezer rose to unsafe levels.

10 10. This all came to a head on a fateful day in September 2019, when the temperature in
11 CHLA’s old, unmonitored cryogenic freezer rose uncontrollably due to a failure of its decades-old
12 vacuum. And as a result of CHLA’s intentional decision to operate the tank without a functioning alarm
13 system, CHLA’s personnel did not learn of the malfunction until after all of E.F.’s precious stem cells
14 were destroyed.

15 11. The loss of those cells inflicted an immeasurable toll on Plaintiffs. They now live in
16 constant fear—with the anguish of knowing the safety net E.F. suffered so terribly to preserve is gone
17 because of CHLA’s intentional disregard for and violation of its promises.

18 12. CHLA left young E.F. virtually defenseless against his neuroblastoma. As CHLA’s own
19 doctors put it, Plaintiffs’ “best option at this point is to hope and pray.”

20 **PARTIES**

21 13. Plaintiff Linda Wratten is an individual of the age of majority who is now and at all
22 relevant times mentioned in this Complaint was a citizen of Los Angeles County, California. Linda is
23 E.F.’s mother.

24 14. Plaintiff Timothy Wratten is an individual of the age of majority who is now and at all
25 relevant times mentioned in this Complaint was a citizen of Los Angeles County, California. Timothy is
26 E.F.’s father.
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1 15. Plaintiff E.F. is a minor child represented in this suit by his parents. E.F. is now and at all
2 relevant times mentioned in this Complaint was a citizen of Los Angeles County, California. E.F. uses a
3 pseudonym in this complaint to maintain his privacy.

4 16. Defendant CHILDREN’S HOSPITAL LOS ANGELES (“CHLA”) is now and at all
5 relevant times mentioned in this Complaint was a corporation organized and existing under the laws of
6 the State of California, with its principal place of business in Los Angeles County.

7 17. As defined herein, “CHLA” expressly includes all of CHLA’s agents, employees or other
8 representatives, including but not limited to physicians, administrative personnel, scientists, and
9 technicians. At all times relevant to this Complaint, each of the foregoing were operating and acting
10 within the course and scope of their respective agency, service, employment, partnership, or joint
11 venture relationship with CHLA.

12 **JURISDICTION AND VENUE**

13 18. CHLA is a California corporation that transacts business in the State of California. This
14 Court has personal jurisdiction over CHLA.

15 19. Venue is proper in this Court because the Defendants reside in Los Angeles County and
16 the injury occurred in Los Angeles County.

17 **STATEMENT OF FACTS**

18 *E.F.’s Diagnosis and Early Treatment*

19 20. E.F. suffers from high-risk/stage IV neuroblastoma, a rare adrenal cancer that is extremely
20 aggressive and resistant to treatment.

21 21. E.F.’s cancer was first discovered in 2014. By that time it had spread throughout his
22 body, to the point that he was completely covered in disease, from head to toe. In fact, the day E.F. was
23 diagnosed he had emergency surgery to remove a brain tumor and he remained in the hospital for nearly
24 a month thereafter. Unfortunately, and as is typical for neuroblastoma patients, E.F.’s cancer has
25 relapsed three times in his young life.

26 22. E.F. was treated at CHLA. As part of his treatment protocol he underwent multiple
27 rounds of high-dose chemotherapy.
28

1 23. The high-dose chemotherapy given to neuroblastoma patients wreaks havoc on their
2 young bodies. It can cause sterility, and it destroys the patient’s bone marrow. One of the primary
3 functions of bone marrow is to produce new red and white blood cells that support the body’s basic life
4 functions, including oxygen transport and immunity.

5 24. Stem-cell transplants are thus administered following high-dose chemotherapy treatment
6 in an attempt to rejuvenate the bone marrow and stimulate the production of new red and white blood
7 cells. High-dose chemotherapy of the sort necessary to treat neuroblastoma is not possible without a
8 ready supply of stem cells to administer upon completion.

9 25. Accordingly, it is common for young neuroblastoma patients to undergo a stem-cell
10 collection procedure, or “harvest,” early on in their treatment. Some of the harvested cells will be
11 transplanted after chemotherapy is complete to help the patient resume production of red and white
12 blood cells.

13 26. Additional bags of stem cells are cryogenically frozen and stored for use following future
14 courses of chemotherapy treatment.

15 27. Sufficient stores of stem cells are vitally important to neuroblastoma patients because
16 there is no guarantee that a patient will be able to produce sufficient numbers of stem cells in the future.
17 By that time prolonged chemotherapy and other treatments have ravaged the young patient’s body,
18 leaving him or her unable to produce excess stem cells on their own. This concern is compounded by the
19 high rate of relapse of neuroblastoma. When neuroblastoma returns, these children likely again will need
20 to undergo further high-dose chemotherapy treatment. It is imperative they have enough stem cells on
21 hand to allow that necessary treatment.

22 28. Frozen stem cells are a lifeline making future treatment possible for young patients like
23 E.F.

24 29. The stored stem cells also provide patients with peace of mind that they are protected as
25 best they can be against a likely relapse.

26 30. Consistent with the foregoing, CHLA’s doctors strongly recommended to Linda and
27 Timothy that E.F. undergo a stem-cell collection procedure, or “harvest.” CHLA emphasized the
28

1 importance of this procedure to Plaintiffs, explaining in no uncertain terms that neuroblastoma patients
2 need to have these cells on hand.

3 31. CHLA's doctors made it very clear to Plaintiffs that the goal of the harvest procedure is
4 to extract enough stem cells to last the patient for the rest of his or her life because it is unlikely that
5 subsequent harvests will be successful.

6 The Harvest Procedure

7 32. Based on CHLA's advice, E.F. underwent a stem-cell harvest at CHLA in July 2014,
8 when he was less than two years old.

9 33. The collection process was *incredibly* painful for E.F. and traumatic for both him and his
10 parents.

11 34. On each of the five days leading up to the procedure, E.F. was given a painful injection
12 intended to stimulate production of bone marrow.

13 35. Children who receive these injections report feeling intense pain for days on end, as if
14 their bones are bursting. While E.F. was too young to articulate those precise words, the process was
15 excruciating for him.

16 36. E.F. was also placed under general anesthesia and then underwent surgery to implement
17 two large intravenous ports, known as central lines, into his chest. These central lines allow the patient's
18 blood to be circulated out of his body, into a machine that will attempt to extract stem cells before the
19 blood is circulated back into the patient's body.

20 37. Immediately before the harvest began E.F. was given a sedative so he would remain as
21 still as possible for the twelve or more hours it would take to circulate his blood and extract the stem
22 cells.

23 38. This painful process was hard-fought, but ultimately a resounding success. At the end,
24 CHLA had extracted 6 bags of cells—comprising many millions of stem cells in total. This amount of
25 stem cells should have been able to last E.F. for the rest of his life.

26 39. CHLA advised Plaintiffs that these stem cells were suitable for reinfusion, whenever
27 needed, into E.F.

1 40. Against that backdrop, CHLA pledged that the stem cells extracted from E.F. would be
2 cryogenically frozen and preserved on-premises at CHLA.

3 41. Plaintiffs trusted that CHLA would preserve E.F.’s precious stem cells. They would
4 inevitably be crushed, however, when they eventually discovered that their faith in CHLA had been
5 terribly misplaced.

6 *CHLA was Obligated to Preserve E.F.’s Precious Stem Cells*

7 42. Stem cells cannot live in ambient air. Rather, if they might be reintroduced into E.F.’s
8 body at some later date, they need to be stored in very low temperatures.

9 43. Consistent therewith, harvested stem cells are cryogenically frozen in specially designed
10 freezers that are kept at temperatures below -150 degrees Celsius.

11 44. CHLA represented to Plaintiffs that it had the proper equipment and procedures to
12 preserve E.F.’s delicate and irreplaceable cells.

13 45. CHLA bills itself as an innovator in the field of pediatric oncology, with a special
14 emphasis on treating children like E.F. who have neuroblastoma. CHLA’s website proudly trumpets that
15 it has been ranked “as a top health care facility for children by *U.S. News & World Report* magazine
16 every year since the magazine began ranking pediatric hospitals in 1990.”

17 46. As an award-winning hospital with a dedicated “Stem Cell Analytics Lab,” CHLA is
18 intimately familiar with standard practices for preserving and protecting stem cells.

19 47. On these bases Plaintiffs trusted CHLA with E.F.’s irreplaceable cells.

20 48. E.F.’s stem cells were cryogenically frozen and stored in a freezer at CHLA.

21 49. The use of appropriate technologies and maintenance protocols is paramount to ensure
22 that these freezer tanks maintain proper temperature and other conditions necessary to preserve the
23 precious cells contained inside.

24 50. Unlike a standard freezer of the type used in residential applications, where the
25 machinery can simply be plugged in and ignored for long periods of time, a cryogenic freezer used to
26 store stem cells must be carefully and continuously monitored and adjusted to ensure continued safe
27 storage. Cryogenic freezers use liquid nitrogen (“LN2”) to keep their contents cold. As LN2 constantly
28 evaporates, precise monitoring is critical to ensure that the temperature inside the tank is maintained

1 through regular refilling as the LN2 evaporates. Additionally, cryogenic freezers rely on a vacuum
2 between the inner vessel and the outer layer of the tank to keep the contents cold. It is axiomatic that a
3 perfect vacuum cannot last forever, due to inevitable wear on the tank components. Accordingly, Chart
4 storage tanks, such as the one at issue here, have only a ten-year expected lifetime.

5 51. Perhaps the two most basic principles are thus the following: (i) replace aging tanks
6 before they reach their shelf life and break, and (ii) ensure that a working alarm system is attached to the
7 tank to advise of rising temperatures so that appropriate remedial measures may be taken before material
8 in the tank is subjected to uncontrolled warming. Shockingly, however, CHLA intentionally violated
9 both principles.

10 CHLA's First Failure: Storing E.F.'s Stem Cells in a Dangerously Outdated Freezer Tank

11 52. In entrusting E.F.'s cells to CHLA, Plaintiffs understood and relied upon their belief that
12 CHLA, as a self-professed industry leader with state-of-the-art facilities, was using industry-standard
13 equipment.

14 53. CHLA stored E.F.'s stem cells in a freezer that was manufactured by Chart, Inc. in
15 approximately 1988 (the "CHLA Freezer Tank" or the "Freezer").

16 54. The CHLA Freezer Tank had a life expectancy of ten years, meaning, it was due for
17 replacement in or around 1998.

18 55. E.F.'s cells were placed in the CHLA Freezer Tank in 2014—nearly *twenty years* past its
19 outside life expectancy.

20 56. CHLA had actual and constructive knowledge that the CHLA Freezer Tank was overdue
21 for replacement. But it inexplicably made the affirmative decision not to replace the Freezer.

22 57. CHLA, as a hospital and laboratory entrusted with preserving children's invaluable life-
23 saving stem cells, including E.F.'s, had a duty to take reasonable precautions to store those cells. This
24 includes a duty to use functional and reasonably current equipment.

25 58. CHLA breached that duty by storing E.F.'s stem cells in an ancient tank that was
26 purchased in the late 1980s and should have been retired in the 1990s.

27 59. Plaintiffs were unaware that CHLA made the decision to store E.F.'s cells in a tank that
28 was due for replacement more than 15 years before E.F. was born.

1 60. Given the extreme age of the tank, it was entirely foreseeable—and in fact inevitable—
2 that the Tank would deteriorate and ultimately fail.

3 CHLA's Second Failure: Disabling the Alarm on the Ancient CHLA Freezer Tank

4 61. The CHLA Freezer Tank in which E.F.'s cells were stored was kept cold through the use
5 of LN2. As LN2 naturally evaporates, it must be frequently added to the tank to prevent an uncontrolled
6 thaw. To ensure that the temperature and LN2 levels stay within safe ranges for the stored material
7 inside, such tanks come with controller systems that monitor the tank continuously.

8 62. As is typical, the CHLA Freezer Tank's controller included a local and remote alarm
9 system that would alert CHLA's staff if the temperatures and/or LN2 levels in the tank fall outside of
10 acceptable ranges.

11 63. Use of an alarm is industry-standard and serves the critical purpose of alerting CHLA
12 personnel of potentially disastrous issues *before* stored contents are subjected to dangerous
13 temperatures. Assuming staff is alerted in time, they can add LN2 to the tank to maintain safe
14 temperatures or, in the event of a catastrophic vacuum failure, they can quickly move the stored material
15 to another tank or dewar filled with LN2 before the material is irrevocably damaged by an uncontrolled
16 thaw.

17 64. Beginning in or around Summer 2019, the alarm on the CHLA Freezer Tank sounded
18 repeatedly, alerting CHLA personnel that the temperature and/or LN2 levels in that Freezer were
19 fluctuating and/or not maintaining proper levels.

20 65. Rather than replace the controller and alarm, replace the ancient Freezer, or merely move
21 its contents to another storage tank, CHLA instead opted to simply disable the alarm and continue to
22 operate the Freezer without benefit of continuous monitoring or any safeguard to alert staff in the event
23 of equipment malfunction. CHLA's decision was made in spite of its awareness that an alarm system is
24 an industry-standard component for this type of cryogenic freezer, as well as a critical safeguard
25 necessary to alert CHLA personnel to potentially dangerous conditions in the CHLA Freezer Tank
26 before its contents were damaged.

1 66. CHLA made this troubling, intentional decision with full knowledge that the CHLA
2 Freezer Tank was decades past its expected lifetime and thus had an unreasonably high risk of failure to
3 begin with.

4 67. Plaintiffs never imagined that CHLA would knowingly operate a cryogenic freezer—
5 much less one so far past its expected lifetime—without benefit of an industry-standard alarm necessary
6 to monitor the tank and alert CHLA of any problem that could imperil the survival of E.F.’s precious
7 stem cells.

8 *Catastrophe Strikes in or Around September 2019*

9 68. As described in more detail above, CHLA failed to adhere to standard practices for
10 preserving and protecting E.F.’s and others’ stem cells by (i) knowingly refusing to update its
11 equipment, including the CHLA Freezer Tank, and (ii) intentionally disabling the Alarm that would
12 have alerted CHLA to the impending destruction of E.F.’s and others’ cells while there was still time to
13 act.

14 69. CHLA’s actions are not a mere failure of best practices; they represent a complete
15 abdication of responsibility, conscious disregard, and deliberate indifference to Plaintiffs’ wellbeing.
16 This misconduct is all the more egregious when one considers that CHLA undertook to store, preserve,
17 and safeguard life-saving and irreplaceable material, like harvested stem cells of a child with
18 neuroblastoma.

19 70. CHLA’s years of conscious indifference for the wellbeing of E.F. and others came to a
20 head on a fateful day in early fall 2019, when CHLA discovered that a vacuum seal on the CHLA
21 Freezer Tank had failed.

22 71. This vacuum seal had kept the inside of the freezer cold. The failure of the seal allowed
23 the temperature inside the tank to rise above the level needed to preserve the stem cells contained inside.

24 72. There were hundreds of bags of stem cells inside of the CHLA Freezer Tank, including at
25 least six bags belonging to E.F. Tragically, each and every one of these bags was lost.

26 73. Had a functional alarm system been in place, as soon as the temperature and/or LN2
27 levels fluctuated outside of preset parameters, an alarm would have sounded locally in the lab. If no one
28 addressed the local alarm, the controller system would have set off a phone tree, alerting employees

1 living nearby to immediately rush to the lab and investigate the problem. Without an operational alarm
2 system, however, CHLA had no way of knowing when the vacuum seal failed. By the time the issue was
3 discovered, hundreds of millions of stem cells belonging to E.F. and others had already thawed and died.

4 74. Plaintiffs could not have reasonably avoided injury from CHLA's unfair conduct.
5 Plaintiffs did not know, and had no reasonable means of learning, that CHLA was utilizing ancient,
6 substandard equipment like the CHLA Freezer Tank, or that CHLA had disabled the Alarm intended to
7 backstop that equipment.

8 75. E.F.'s stem cells were destroyed as a direct and proximate result of CHLA's conduct. If
9 CHLA had used a tank within its expected lifetime and/or a functional alarm, E.F.'s stem cells would
10 still be viable. If CHLA had disclosed its decision to forego use of either of the foregoing, Plaintiffs
11 would have stored E.F.'s stem cells elsewhere, and those cells still would be useable today.

12 76. The consequences of CHLA's misconduct cannot be overstated. Indeed, because of
13 CHLA's grossly negligent, reckless, and intentional misconduct, it is entirely possible that E.F. may die.

14 77. To be clear, Plaintiffs are not bringing a claim of wrongful death; fortunately, that has not
15 occurred. Rather, they live in *constant* fear and emotional anguish because of what CHLA took from
16 them.

17 CHLA Notified Plaintiffs of this Tragedy through a Form Letter and Misleading Press Release

18 78. CHLA did not personally notify Plaintiffs, or any of the other affected families, that
19 CHLA had destroyed their stem cells.

20 79. Instead, CHLA opted for a generic form letter that it mass-mailed to the 56 families
21 whose stem cells had been lost in the CHLA Freezer Tank incident. The form letter stated, in extremely
22 brief terms, that the Tank had failed, but did not explain how or why. No mention was made of the
23 Tank's age, or the fact that CHLA had disabled the Alarm prior to the catastrophic incident.

24 80. Compounding this lack of sensitivity, CHLA addressed its form letter directly to the
25 impacted children, *i.e.*, not to their parents. For example, the letter notifying Plaintiffs absurdly was
26 addressed to young E.F. himself.
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1 81. Moreover, CHLA originally sent the devastating letter to E.F. at an incorrect address.
2 This is particularly curious because CHLA managed to properly address the bills it sent to Plaintiffs
3 around this same time.

4 82. E.F.'s parents broke down in tears when they read CHLA's devastating message
5 informing them that E.F.'s stem cells were gone, forever.

6 83. For neuroblastoma patients like E.F., even something as minor as a stomachache can
7 signal a relapse of their horrific disease. These everyday occurrences are agonizing for Plaintiffs. Prior
8 to CHLA's Freezer failure, E.F.'s stem cells provided a tangible safety net that afforded his parents (and
9 E.F. himself) some small daily comfort that if and when that relapse occurs, they would be prepared to
10 fight. CHLA has taken that comfort away from them. Plaintiffs suffer extreme emotional distress on a
11 daily basis due to the loss of their safety net. The entirely preventable loss of E.F.'s stem cells has
12 inflicted profound and life-long wounds on each of the Plaintiffs.

13 84. Adding insult to injury, CHLA followed up on its mis-directed and mis-addressed form
14 letter by posting a public "apology" on its website that substantially misrepresented the facts of the
15 incident. Included in this "apology" post were the following serious misrepresentations:

- 16 i. "No child's health is in jeopardy due to this incident." This is false. E.F. and all of the
17 other children impacted by this incident are at a high risk of relapse and have
18 substantially lower chances of survival without their life-saving stem cells. CHLA
19 knows that E.F. and the other victims of the tank failure could need these cells to
20 support further treatment. And CHLA knows that E.F. and the other victims probably
21 will not be able to produce sufficient numbers of cells to support further treatment.
22 Indeed, CHLA's suggestion to Plaintiffs that they "pray for a miracle" plainly
23 illustrates this horrific truth.
- 24 ii. CHLA's post also suggested that the cells it destroyed were "not needed," but were
25 only collected in the "unlikely event that they could become helpful in the future."
26 This, too, is a lie. CHLA is well aware—and repeatedly stressed to Plaintiffs—that the
27 majority of neuroblastoma patients will suffer one or more relapses. CHLA knows that
28 stem cells are necessary to support the high-dose chemotherapy that is needed to fight

1 those relapses, and further knows that the odds of a successful subsequent harvest are
2 slim. For these reasons, it is CHLA’s standard practice to harvest and cryogenically
3 preserve these stem cells early on in the course of the original chemotherapy cycle.

4 iii. “The cause was a failure of freezer temperature sensors.” CHLA attempted to deflect
5 blame for its malfeasance. It set this course of events in motion when it opted to store
6 irreplaceable cells in a tank more than 20 years past its shelf life. Incredibly, CHLA
7 then doubled-down on its incomprehensible recklessness by disabling the Alarm that
8 would have alerted its staff to the specific “failure” that caused this devastating loss.

9 iv. “Safeguards were in place at the time but were insufficient.” On the contrary, there is
10 nothing “safe” about storing precious material in a freezer tank that should have been
11 replaced decades ago. And while the Alarm provided an ostensible “safeguard,”
12 CHLA knowingly disabled that alarm *prior* to the incident. As a result, there were *no*
13 *safeguards* in place at the time of the incident—and this situation was due solely to
14 CHLA’s own intentional choices.

15 *CHLA’s Conduct Amounts to Breach of the Duties It Owed Plaintiffs, Foreseeably Resulting in Their*
16 *Substantial Damages*

17 85. CHLA is ethically, legally, and contractually obligated to try to help its patients, not hurt
18 them.

19 86. Replacing the critical Freezer used to store E.F.’s stem cells by the end of its expected
20 lifetime would have cost a relatively tiny amount of money to CHLA, and it would have avoided this
21 life-changing catastrophe for E.F. and 55 other families.

22 87. Enabling a functional alarm system—rather than disabling it—also could have easily
23 avoided this tragedy.

24 88. Instead, CHLA made the conscious and intentional decision not to do either of these
25 things.

26 89. As a direct and proximate result of CHLA’s acts, omissions, and breaches, Plaintiffs have
27 suffered actual damages, including but not limited to, the loss of E.F.’s invaluable and likely
28 irreplaceable stem cells, and their resulting severe emotional distress.

1 **FIRST CAUSE OF ACTION – FRAUDULENT CONCEALMENT**

2 **(On Behalf of All Plaintiffs)**

3 90. Plaintiffs incorporate all paragraphs by reference.

4 91. CHLA promised that E.F.’s extracted stem cells would be stored safely at CHLA for use
5 in future treatment.

6 92. Plaintiffs relied upon CHLA’s representation that it would properly safeguard and
7 preserve E.F.’s stem cells.

8 93. Plaintiffs’ reliance was reasonable and premised upon, *inter alia*, CHLA’s affirmative
9 statements to Plaintiffs and CHLA’s public statements that it was a world-renowned medical facility
10 with state-of-the-art equipment.

11 94. CHLA was armed with superior knowledge of the equipment, methods, and techniques
12 used to store E.F.’s stem cells.

13 95. CHLA had a duty to disclose all material facts pertaining to storage of E.F.’s stem cells
14 that were exclusively within CHLA’s knowledge and could not have been known to Plaintiffs absent
15 disclosure by CHLA.

16 96. CHLA did not disclose to Plaintiffs that E.F.’s stem cells would be stored in an ancient
17 and outdated tank that should have been replaced more than 15 years before E.F. was even born, *i.e.*, the
18 CHLA Freezer Tank.

19 97. CHLA likewise did not disclose that it disabled the Alarm intended to monitor the freezer
20 CHLA used to store E.F.’s stem cells.

21 98. If Plaintiffs had been made aware of either of the foregoing, they would not have stored
22 E.F.’s stem cells at CHLA.

23 99. CHLA knowingly, intentionally, and/or recklessly chose to hide these material facts from
24 Plaintiffs. CHLA did this to protect its reputation and to avoid losing customers.

25 100. As a direct and proximate result of CHLA’s actions, Plaintiffs suffered actual damages,
26 including but not limited to, the loss of E.F.’s invaluable and likely irreplaceable stem cells.
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1 101. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA’s actions,
2 including but not limited to, the emotional devastation they experience on a daily basis knowing that
3 E.F.’s lifeline is now gone.

4 **SECOND CAUSE OF ACTION – VIOLATIONS OF CALIFORNIA’S CONSUMER LEGAL**
5 **REMEDIES ACT, CAL. CIV. CODE § 1750 et seq.**

6 **(On Behalf of All Plaintiffs)**

7 102. Plaintiffs incorporate all paragraphs by reference.

8 103. CHLA represented to Plaintiffs that CHLA’s stem-cell laboratory was capable of safely
9 storing E.F.’s stem cells.

10 104. CHLA represented to Plaintiffs that it would preserve, store, and safeguard E.F.’s stem
11 cells in order to make them available for future use.

12 105. Any reasonable person would understand CHLA’s statements to mean that it utilized
13 reasonably up-to-date equipment and basic monitoring procedures to safeguard those cells—particularly
14 insofar as CHLA touts its national ranking, “state of the art” facilities, and dedicated stem cell lab.

15 106. The Consumer Legal Remedies Act prohibits a defendant from engaging in certain
16 enumerated unlawful practices, including in relevant part, representing that its services had
17 characteristics, uses, and benefits that they did not have (Cal. Civ. Code § 1770(a)(5)); or that its
18 services were of a particular standard, quality, or grade when they were not (Cal. Civ. Code §
19 1770(a)(7)).

20 107. The Consumer Legal Remedies Act further prohibits a defendant from advertising
21 services with intent not to sell them as advertised (Cal. Civ. Code § 1770(a)(9)); or representing that the
22 subject of a transaction had been supplied in accordance with a previous representation when it had not
23 (Cal. Civ. Code § 1770(a)(16)).

24 108. CHLA’s representations and/or omissions were misleading and/or false, in violation of
25 the Consumer Legal Remedies Act, in the following non-exclusive particulars:

- 26 i. CHLA failed to disclose that the CHLA Freezer Tank in which CHLA stored E.F.’s
27 stem cells was 20 years or more past its shelf-life;

- 1 ii. CHLA failed to disclose that it did not consistently utilize the Alarm designed to alert
2 its staff to rising temperatures in the CHLA Freezer Tank;
- 3 iii. In spite of its prior representations to Plaintiffs and others regarding the supposed
4 quality of its facility and equipment, CHLA made the affirmative decision to not
5 replace earlier the Freezer Tank that contained E.F.’s cells;
- 6 iv. In spite of its prior representations to Plaintiffs and others regarding the supposed
7 quality of its facility and equipment, CHLA made the affirmative decision to disable
8 the Alarm designed to alert CHLA’s staff to dangerously high temperatures in the
9 CHLA Freezer Tank in which E.F.’s stem cells were stored; and
- 10 v. Making false warranties about the safety and quality of its laboratory equipment
11 including but not limited to, its promise that E.F.’s stem cells would remain (i) viably
12 stored, and (ii) available for future use.

13 109. All of the foregoing misrepresentations and/or omissions were contrary to CHLA’s
14 representations to Plaintiffs.

15 110. CHLA’s misrepresentations and/or omissions were of the sort that misled Plaintiffs and
16 that would mislead a reasonable consumer. Plaintiffs had neither the requisite knowledge nor
17 opportunity to discover the truth about CHLA’s antiquated storage tank, or its intentional disabling of
18 the Freezer’s alarm.

19 111. Had Plaintiffs known of either of these issues—*i.e.*, the relative age and life expectancy
20 of the CHLA Freezer Tank and/or CHLA’s practice of disabling Alarms—Plaintiffs would not have
21 entrusted CHLA with storage of E.F.’s invaluable, and irreplaceable, stem cells.

22 112. As a direct result of the foregoing misrepresentations and/or omissions, Plaintiffs trusted
23 CHLA to preserve E.F.’s stem cells. Indeed, the very facts that CHLA misrepresented and/or failed to
24 disclose ultimately destroyed E.F.’s stem cells.

25 113. Plaintiffs placed CHLA on notice of these violations more than 30 days prior to filing.
26 CHLA has not yet corrected or otherwise remedied the violations described herein.

27 114. As a direct and proximate result of CHLA’s actions, Plaintiffs suffered actual damages,
28 including but not limited to, the loss of E.F.’s invaluable and likely irreplaceable stem cells.

1 115. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA's actions,
2 including but not limited to, the emotional devastation they experience on a daily basis knowing that
3 E.F.'s lifeline is now gone.

4 **THIRD CAUSE OF ACTION – VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION**

5 **LAW, CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**

6 **(On Behalf of All Plaintiffs)**

7 116. Plaintiffs incorporate all paragraphs by reference.

8 117. CHLA advised Plaintiffs to undergo a stem-cell harvest procedure, and affirmatively
9 represented to Plaintiffs that the extracted cells would be cryogenically preserved in CHLA's stem cell
10 lab for future use.

11 118. CHLA did not disclose to Plaintiffs that the CHLA Freezer Tank in which it would store
12 E.F.'s cells was hopelessly antiquated and unsuitable for the task at hand.

13 119. CHLA did not disclose to Plaintiffs that CHLA had a practice of disabling the industry-
14 standard alarm system intended to alert CHLA's personnel to dangerous fluctuations of temperature
15 and/or other issues that have a direct impact on the viability of the stem cells contained in CHLA's
16 Freezer.

17 120. CHLA thus convinced Plaintiffs to store, and continue storing, E.F.'s stem cells at CHLA
18 without disclosing material information that would have impacted Plaintiffs' decision. If Plaintiffs had
19 known about CHLA's substandard equipment and conscious disregard of basic oversight
20 responsibilities, they would have stored E.F.'s cells elsewhere.

21 121. CHLA knowingly and intentionally failed to disclose this information, as it would have
22 caused Plaintiffs, or any reasonable consumer, to store E.F.'s stem cells elsewhere.

23 122. CHLA's failures to disclose material information were compounded by its
24 representations that it was a top-rated facility with a state-of-the-art stem-cell laboratory. Plaintiffs, like
25 any other reasonable consumer, reasonably understood these and other representations to suggest that
26 CHLA utilized functional equipment and would take industry-standard precautions—at the very least—
27 to protect E.F.'s stem cells.
28

1 123. CHLA's failures to disclose the true conditions under which E.F.'s stem cells would be
2 stored was fraudulent and would have deceived any reasonable consumer. It in fact deceived Plaintiffs,
3 who were induced by CHLA to store E.F.'s stem cells at CHLA's substandard stem-cell facility.

4 124. Against this backdrop CHLA voluntarily took responsibility for safeguarding E.F.'s stem
5 cells for long-term freezer storage. CHLA breached that trust and acted in an unfair, unlawful,
6 fraudulent, unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner by,
7 among other things:

- 8 i. intentionally failing to disclose and actively concealing the lack of appropriate
9 processes and systems in place to protect E.F.'s precious and irreplaceable property
10 (stem cells);
- 11 ii. failing to adequately institute systems and processes that would ensure the safe and
12 uninterrupted long-term storage of E.F.'s life-saving and irreplaceable property, *i.e.*,
13 his stem cells, despite representing to Plaintiffs that these cells would be cryogenically
14 preserved and safeguarded in a state-of-the-art facility;
- 15 iii. intentionally failing to institute systems and processes that would ensure all critical
16 laboratory equipment, including the CHLA Freezer Tank, was replaced no later than
17 the end of its expected lifetime, in accordance with industry standards, despite
18 representing to Plaintiffs that E.F.'s stem cells would be cryogenically preserved;
- 19 iv. intentionally disabling the critical Alarm on the ancient Freezer Tank, despite
20 representing to Plaintiffs that E.F.'s stem cells would be cryogenically preserved;
- 21 v. intentionally or recklessly failing to follow reasonable scientific and laboratory
22 procedures for safeguarding precious and irreplaceable property while representing to
23 Plaintiffs and the public that reasonable procedures would be followed; and
- 24 vi. intentionally making false and misleading representations on the CHLA website
25 regarding the nature of services and standard of care provided to clients, as well as the
26 causes and consequences of the catastrophic Freezer Tank failure in September 2019.

27 125. The gravity of the harm resulting from CHLA's conduct far outweighs the utility of that
28 conduct. There is no rational business purpose that can be used to justify CHLA's failure to replace

1 outdated equipment—particularly where that equipment safeguards irreplaceable stem cells belonging to
2 children with cancer.

3 126. Likewise, there is no rational business purpose that justifies CHLA’s decision to
4 knowingly disable alarms intended to monitor the Freezer and alert CHLA’s staff to dangerous
5 conditions in CHLA’s equipment.

6 127. There are reasonably available alternatives that would have furthered CHLA’s legitimate
7 business interests while still protecting E.F. and others. CHLA could have replaced its ancient freezer—
8 which would have been a nominal cost to CHLA—and/or enabled a functioning alarm on the tank.

9 128. CHLA’s decisions to forego these common-sense alternatives are reckless and
10 irresponsible, and, for Plaintiffs, life-changing.

11 129. The Unfair Competition Law prohibits acts of “unfair competition,” including any
12 “unlawful, unfair or fraudulent business act or practice.” Each of the aforementioned acts is unlawful,
13 unfair and unfraudulent within the meaning of the Unfair Competition Law.

14 130. As a direct and proximate result of CHLA’s actions, Plaintiffs suffered actual damages,
15 including but not limited to, the loss of E.F.’s invaluable and likely irreplaceable stem cells.

16 131. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA’s actions,
17 including but not limited to, the emotional devastation they experience on a daily basis knowing that
18 E.F.’s lifeline is now gone.

19 **FOURTH CAUSE OF ACTION: CONVERSION**

20 **(On Behalf of All Plaintiffs)**

21 132. Plaintiffs incorporate all paragraphs by reference.

22 133. E.F.’s stem cells were placed in CHLA’s care for the express purpose of safekeeping and
23 storage until such a time as Plaintiffs directed otherwise.

24 134. CHLA accepted E.F.’s stem cells with this understanding.

25 135. E.F. owned and had the right to possess his stem cells.

26 136. Linda and Timothy also had ownership interests in, and the right to possess, E.F.’s stem
27 cells.

1 137. CHLA converted E.F.'s stem cells by assuming control over those cells and then
2 knowingly taking actions that destroyed E.F.'s stem cells.

3 138. CHLA's intentional and reckless actions, which destroyed E.F.'s stem cells, deprived
4 Plaintiffs of their respective ownership and possessory rights over those cells.

5 139. As a direct and proximate result of CHLA's actions, Plaintiffs suffered actual damages,
6 including but not limited to, the loss of E.F.'s invaluable and likely irreplaceable stem cells.

7 140. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA's actions,
8 including but not limited to, the emotional devastation they experience on a daily basis knowing that
9 E.F.'s lifeline is now gone.

10 **FIFTH CAUSE OF ACTION: BAILMENT**

11 **(On Behalf of All Plaintiffs)**

12 141. Plaintiffs incorporate all paragraphs by reference.

13 142. A bailment arises where possession, but not ownership, of property is transferred from
14 one party, a bailor, to another, a bailee. Where the personal property of a bailor is delivered to a bailee,
15 a duty of care is owed.

16 143. A bailment was created when CHLA received for safekeeping Plaintiffs' irreplaceable
17 personal property—E.F.'s stem cells—to be safely and securely kept for the benefit of Plaintiffs, and to
18 be redelivered to Plaintiffs upon demand.

19 144. Plaintiffs agreed to pay, and did pay, either directly or through their insurance, substantial
20 sums in exchange for the safekeeping of E.F.'s stem cells.

21 145. CHLA had a duty to exercise care in maintaining, preserving, and protecting Plaintiffs'
22 property. Further, CHLA had a duty to return that property, undamaged, to Plaintiffs upon request.

23 146. Because of CHLA's wrongful conduct, as set forth herein, the irreplaceable property of
24 Plaintiffs was irreparably damaged, precluding its redelivery to them.

25 147. CHLA breached its duty to exercise care in the safekeeping of Plaintiffs' property and to
26 return that property, undamaged, to Plaintiffs.

27 148. As a direct and proximate result of CHLA's actions, Plaintiffs suffered actual damages,
28 including but not limited to, the loss of E.F.'s invaluable and likely irreplaceable stem cells.

1 149. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA’s actions,
2 including but not limited to, the emotional devastation they experience on a daily basis knowing that
3 E.F.’s lifeline is now gone.

4 **SIXTH CAUSE OF ACTION: BREACH OF CONTRACT**

5 **(On Behalf of All Plaintiffs)**

6 150. Plaintiffs incorporate all paragraphs by reference.

7 151. Plaintiffs entered into a contract with CHLA whereby CHLA, through its physicians or
8 other authorized personnel, offered to cryogenically preserve, store, and use reasonable care to safeguard
9 E.F.’s stem cells. In return, Plaintiffs agreed to pay CHLA for these services, either directly or through
10 Plaintiffs’ health insurance.

11 152. The contract between Plaintiffs and CHLA was an oral contract.

12 153. Plaintiffs provided consideration for these services and upheld their end of the bargain by
13 promptly paying all bills, either directly or through their health insurance.

14 154. It was the intent of Plaintiffs and CHLA that all sides would be held to their end of the
15 bargain, *i.e.*, that the parties had a binding legal contract.

16 155. CHLA had a contractual duty to perform all services as agreed upon and as memorialized
17 in the parties’ agreements, and in CHLA’s stated intentions. This included a contractual duty to
18 safeguard E.F.’s stem cells.

19 156. CHLA materially breached its obligations to Plaintiffs. Instead of safeguarding E.F.’s
20 stem cells as it was contractually obligated to do, CHLA destroyed E.F.’s stem cells by intentionally
21 declining to take necessary steps to ensure their safekeeping.

22 157. Due to the highly sensitive nature of the services to be provided under this contract, it
23 was reasonably foreseeable to CHLA that any breach of its obligations would result in substantial
24 emotional damages, in addition to the physical damage of the loss of E.F.’s stem cells.

25 158. As a direct and proximate result of CHLA’s breach, Plaintiffs suffered actual damages,
26 including but not limited to, the loss of E.F.’s invaluable and likely irreplaceable stem cells.
27
28

1 159. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA's breach,
2 including but not limited to, the emotional devastation they experience on a daily basis knowing that
3 E.F.'s lifeline is now gone.

4 **SEVENTH CAUSE OF ACTION: BREACH OF IMPLIED COVENANT**

5 **OF GOOD FAITH AND FAIR DEALING**

6 **(On Behalf of All Plaintiffs)**

7 160. Plaintiffs incorporate all paragraphs by reference.

8 161. Plaintiffs entered into a contract with CHLA whereby CHLA agreed to preserve, store,
9 and safeguard E.F.'s stem cells.

10 162. The parties' relationship, including but not limited to their contractual relationship,
11 included an implied covenant of good faith and fair dealing that extended from CHLA to Plaintiffs.

12 163. Proper preservation of E.F.'s stem cells for future use required CHLA to utilize
13 reasonably up-to-date and functional equipment to ensure that E.F.'s stem cells would remain viable.

14 164. Accordingly, Plaintiffs reasonably understood that CHLA would use reasonably up-to-
15 date and functional equipment—in this case freezer tanks and an enabled alarm system—for storing
16 E.F.'s stem cells.

17 165. CHLA's conscious and deliberate failures to uphold these promises, as well as its failure
18 to fully disclose all aspects of their breaches while Plaintiffs still had time to act to remove E.F.'s stem
19 cells from CHLA's custody, were unreasonable and prevented Plaintiffs from receiving the expected
20 benefit of their agreement with CHLA.

21 166. As a direct and proximate result of CHLA's actions, Plaintiffs suffered actual damages,
22 including but not limited to, the loss of E.F.'s invaluable and likely irreplaceable stem cells.

23 167. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA's actions,
24 including but not limited to, the emotional devastation they experience on a daily basis knowing that
25 E.F.'s lifeline is now gone.

26 **EIGHTH CAUSE OF ACTION: PREMISES LIABILITY**

27 **(On Behalf of All Plaintiffs)**

28 168. Plaintiffs incorporate all paragraphs by reference.

1 169. E.F.'s stem cells were stored in the CHLA Freezer Tank, which was at CHLA's facility.

2 170. CHLA had a duty to use reasonable care to store and preserve E.F.'s stem cells.

3 171. CHLA had a duty to impose reasonable policies and procedures, as well as to carry out
4 such policies and procedures, to ensure that E.F.'s stem cells were properly cared for.

5 172. Plaintiffs relied on all of CHLA's aforementioned duties of care in placing E.F.'s stem
6 cells in CHLA's care, custody and/or control.

7 173. CHLA negligently, recklessly, and/or knowingly breaching its duties to provide a
8 reasonably safe environment for E.F.'s stem cells, including through its use of the ancient CHLA
9 Freezer Tank and/or through its decision to disable the Alarm.

10 174. CHLA also breached its duty of care by failing to have in place policies and procedures
11 that would have prevented such negligent, reckless, and/or knowingly improper care for E.F.'s stem
12 cells. Even routine maintenance would have detected the problem(s) that ultimately led to the loss of
13 E.F.'s stem cells.

14 175. CHLA furthermore knew or should have known that failure to exercise such care
15 increased the risk of harm to Plaintiffs.

16 176. As a direct and proximate result of CHLA's actions, Plaintiffs suffered actual damages,
17 including but not limited to, the loss of E.F.'s invaluable and likely irreplaceable stem cells.

18 177. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA's actions,
19 including but not limited to, the emotional devastation they experience on a daily basis knowing that
20 E.F.'s lifeline is now gone.

21 **NINTH CAUSE OF ACTION– NEGLIGENCE**

22 **(On Behalf of All Plaintiffs)**

23 178. Plaintiffs incorporate all paragraphs by reference.

24 179. CHLA accepted E.F.'s stem cells for cryogenic preservation.

25 180. CHLA owed Plaintiffs a duty to use reasonable care to store and preserve E.F.'s stem
26 cells.

1 181. CHLA owed Plaintiffs a duty to impose reasonable policies and procedures, as well as to
2 carry out such policies and procedures, to ensure that its services—*i.e.*, the storage of E.F.’s stem cells—
3 were competently performed.

4 182. CHLA knew or should have known that failure to exercise such care increased the risk of
5 harm to Plaintiffs.

6 183. Plaintiffs relied on all of CHLA’s aforementioned duties of care in placing E.F.’s stem
7 cells in CHLA’s care.

8 184. CHLA breached these duties.

9 185. CHLA’s breach of its duties rises to the level of gross negligence. CHLA exhibited a
10 want of even scant care with respect to the safe storage of E.F.’s stem cells. CHLA’s actions were an
11 extreme departure from the duties it owed to Plaintiffs.

12 186. As a direct and proximate result of CHLA’s actions, Plaintiffs suffered actual damages,
13 including but not limited to, the loss of E.F.’s invaluable and likely irreplaceable stem cells.

14 187. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA’s actions,
15 including but not limited to, the emotional devastation they experience on a daily basis knowing that E.F.’s
16 lifeline is now gone.

17 **TENTH CAUSE OF ACTION – Medical Malpractice**

18 **(On Behalf of All Plaintiffs)**

19 188. Plaintiffs incorporate all paragraphs by reference.

20 189. Plaintiffs are not conceding that their claims are rooted in medical malpractice. However,
21 they plead this cause of action in the event that the Court determines that these claims—or any of
22 them—are in fact medical malpractice.

23 190. At all relevant times, CHLA undertook to preserve E.F.’s stem cells on Plaintiffs’ behalf.

24 191. CHLA had a duty to preserve those stem cells using the same level of skill, prudence, and
25 diligence that other members of the medical profession commonly possess and exercise.

26 192. CHLA breached this duty.

27 193. CHLA’s conduct fell far below the applicable standard of care for a facility that
28 committed to preserving such stem cells. CHLA’s actions exhibit a want of even scant care and

1 represent an extreme departure from the ordinary standard of conduct applicable in the field.

2 194. As a direct and proximate result of CHLA's actions, Plaintiffs suffered actual damages,
3 including but not limited to, the loss of E.F.'s invaluable and likely irreplaceable stem cells.

4 195. Plaintiffs have suffered actual, and extreme, emotional distress due to CHLA's actions,
5 including but not limited to, the emotional devastation they experience on a daily basis knowing that E.F.'s
6 lifeline is now gone.

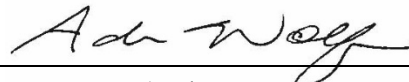
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs respectfully pray for relief and judgment as follows:

- 9 (a) Compensatory and property damages in an amount to be proven at trial;
10 (b) Statutory damages and other relief permitted by statute and otherwise;
11 (c) Emotional damages in an amount to be proven at trial;
12 (d) Attorneys' fees;
13 (e) Costs of suit; and
14 (f) Such further relief as this Court deems equitable, just, and proper.*

15 Date: August 18, 2020

Respectfully submitted,

17 

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27 _____
28 * Plaintiffs believe that subsequent discovery will support the imposition of punitive damages
against CHLA based on the misconduct described in this Complaint. Plaintiffs reserve the right to seek
leave of Court to amend this Complaint to request punitive damages.

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DANIEL CENTNER (will seek admission *pro hac vice*)
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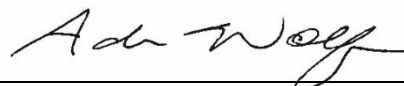
Attorneys for Plaintiffs

1 **DEMAND FOR JURY TRIAL**

2 All Plaintiffs hereby demand a jury trial of all causes of action so triable.

3 Date: August 18, 2020

Respectfully submitted,

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6 _____
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18 *Attorneys for Plaintiffs*