

# SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANTS:****(AVISO AL DEMANDADO):**

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California government corporation; and JAMES HEAPS, M.D., an individual; and ROES 1 through 20, inclusive

**YOU ARE BEING SUED BY PLAINTIFFS:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JANE DOE 20, an individual; JANE DOE 21, an individual; JANE DOE 22, an individual; JANE DOE 23, an individual; JANE DOE 24, an individual; JANE DOE 25, an individual; (Additional parties attachment form is attached.)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

OCT 17 2019

Sherri R. Carter, Executive Officer/Clerk of Court

By Steven Drew, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles Superior Court

111 North Hill Street, Los Angeles, CA 90012

Stanley Mosk Courthouse

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

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DATE: **OCT 17 2019**  
(Fecha)

Sherri R. Carter, Clerk

Clerk, by  
(Secretario)

CASE NUMBER:  
(Número del Caso):

**19STCV36950**

**STEVEN DREW**, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE: Jane Doe 20, et al. v. The Regents of the University of California, etc., et al.	CASE NUMBER:
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**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (*Check only one box. Use a separate page for each type of party.*):

☒ Plaintiff   
 ☐ Defendant   
 ☐ Cross-Complainant   
 ☐ Cross-Defendant  
 JANE DOE 26, an individual; JANE DOE 27, an individual; JANE DOE 28, an individual; and JANE DOE 29, an individual

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DOE 21, JANE DOE 22, JANE DOE 23, JANE  
DOE 24, JANE DOE 25, JANE DOE 26, JANE  
DOE 27, JANE DOE 28 and JANE DOE 29

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

OCT 17 2019

Sherri K. Carter, Executive Officer/Clerk of Court  
By Steven Drew, Deputy

**19STCV36950**

JANE DOE 20, an individual; JANE DOE  
21, an individual; JANE DOE 22, an  
individual; JANE DOE 23, an individual;  
JANE DOE 24, an individual, JANE DOE  
25, an individual, JANE DOE 26, an  
individual, JANE DOE 27, an individual,  
JANE DOE 28, an individual, and JANE  
DOE 29, an individual;

Plaintiffs,

vs.

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA, a California  
government corporation; JAMES HEAPS,  
M.D., an individual; and ROES 1 through  
20, inclusive,

Defendants.

**COMPLAINT FOR:**

- (1) Violations of Unruh Act (Civil Code § 51)
- (2) Violations of Bane Act (Civil Code § 52.1)
- (3) Violations of Personal Rights (Civil Code § 51.9)
- (4) Battery
- (5) Sexual Battery
- (6) Intentional Infliction of Emotional Distress
- (7) Negligent Infliction of Emotional Distress
- (8) Negligent Supervision and Retention
- (9) Negligent Ratification
- (10) Negligent Failure to Warn, Train, or Educate
- (11) Negligence
- (12) Gender Violence (Civil Code § 52.4)
- (13) Sexual Assault
- (14) Unfair Business Practices (Business & Professions Code § 17200)

(15) Constructive Fraud

**DEMAND FOR JURY TRIAL**

Plaintiffs Jane Doe 20 (“Doe 20”), Jane Doe 21 (“Doe 21”), Jane Doe 22 (“Doe 22”), Jane Doe 23 (“Doe 23”), Jane Doe 24 (“Doe 24”), Jane Doe 25 (“Doe 25”) Jane Doe 26 (“Doe 26”), Jane Doe 27 (“Doe 27”), Jane Doe 28 (“Doe 28”) and Jane Doe 29 (“Doe 29”) (collectively “Plaintiffs”),<sup>1</sup> who are individuals, hereby complain against Defendants Regents of the University of California (“UC Regents”), a California government corporation; Dr. James Heaps (“Dr. Heaps”), an individual; and Roes 1 through 20, and allege as follows:

**GENERAL ALLEGATIONS**

1. This case involves an egregious breach of trust and medical ethics by Defendants. Plaintiffs were gynecological patients at UCLA Health (“UCLA Health” or “UCLA”) when they were sexually abused, molested, and harassed at the hands of serial sexual predator Defendant Dr. Heaps.

2. Dr. Heaps’ conduct was a gross violation of the trust between physician and patient. This is especially true as a gynecological patient is, of course, at her most vulnerable during examination of her intimate body parts and should be able to trust that she will be treated at all times with dignity, and in a nonsexual and medically appropriate manner.

3. Using his position as an obstetrician-gynecologist (“OB-GYN”), Dr. Heaps engaged in horrific action — preying upon Plaintiffs, who sought routine gynecological and oncology care. Especially as Plaintiffs had, in some cases, suffered for many years with gynecological and breast cancers and other illnesses, they became extremely reliant on Dr. Heaps for their care and placed their complete trust and confidence in him and in his purported medical practices.

4. Shamefully, Plaintiffs are now informed and believe that the UC Regents and

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<sup>1</sup> Plaintiffs, as victims of sexual abuse, are identified herein using pseudonyms in order to preserve their confidentiality and privacy in accordance with United States and California law. *See, e.g., Doe v. Lincoln Unified School Dist.*, 188 Cal. App. 4th 758 (2010).

Dr. Heaps also profited financially from the sexual abuse, harassment, and mistreatment which Plaintiffs endured. On information and belief, Dr. Heaps had dual motives for this conduct — financial gain from fraudulent overbilling (as he would bill Plaintiffs and their respective insurers for his unscheduled participation in the procedures) and the opportunity to sexually abuse Plaintiffs. On information and belief, as discussed throughout, it is clear that the UC Regents were willing — and did — protect Dr. Heaps from being exposed as a sexual predator because the Regents profited to the tune of millions of dollars from this gross misconduct.

5. On information and belief, Dr. Heaps had privileges at Ronald Reagan UCLA Medical Center for thirty years, beginning in 1988, and provided services at UCLA Student Health from 1983 to 2010. During his tenure as an employee of Defendant UC Regents, Dr. Heaps was a very high earner for UCLA, ranking on the 2016 list of highest paid UC employees, with an annual salary of \$1,182,265, as reported in an August 28, 2017 story in the Sacramento Bee entitled, *All 35 of the University of California’s highest-paid employees in 2016 were men*. Dr. Heaps was also apparently considered an OB-GYN “to the stars,” who was listed in the Hollywood Reporter’s annual Best Doctors in Los Angeles issue in 2015.

6. Perhaps because of the millions of dollars in income that Dr. Heaps generated for UCLA, and the fact that he had powerful patients and was celebrated in the community (as recent times have made apparent that sexual predators so often are), Defendant UC Regents wholly failed to protect Plaintiffs or other vulnerable women from Dr. Heaps.

7. In fact, UCLA allowed Dr. Heaps to continue to examine female gynecological patients despite a history of similar complaints of misconduct and abuse, including (1) a California Medical Board investigation in 2014 (at or near the time that UCLA apparently acquired Dr. Heaps’ practice), which, on information and belief, involved allegations of sexual misconduct during a patient examination; (2) at least one claim that he sexually harassed and molested a UCLA student that was posted online in a public forum in early 2015; and (3) a highly credible report in January 2017 from a UCLA Health employee herself certified to chaperone intimate examinations at UCLA (who went to Dr. Heaps as a patient) that Dr. Heaps had sexually molested her.

1           8.       In addition, on information and belief, UCLA did not institute basic protections  
2 in order to prevent sexual abuse of patients, including having independent, qualified, and  
3 trained chaperones present during examinations and/or, if any such protocols were in place,  
4 UCLA's employees did not follow such protocols. Nor, on information and belief, did UCLA  
5 train or supervise its employees so as to make them aware of how to intervene should any  
6 medically unnecessary or inappropriate conduct occur, nor how to report such misconduct. As  
7 stated above, even though the abuse inflicted upon Plaintiffs at times occurred in the presence  
8 of a chaperone, the chaperones — who, on information and belief were supervised by Dr.  
9 Heaps — did not act to stop the incident or report the incident to authorities.

10           9.       The UC Regents had a duty to its students and other patients using its services to  
11 ensure that physicians employed by or affiliated with it, such as Dr. Heaps, used their  
12 positions in a manner consistent with the standard of care, and did not abuse and harass  
13 patients. The UC Regents abrogated this duty. The UC Regents violated its students' and  
14 patients' trust by knowingly exposing them to Dr. Heaps during medical treatments, knowing  
15 that inappropriate physical contact and other harassment would occur. On information and  
16 belief, the UC Regents actively and deliberately concealed Dr. Heaps' sexual abuse for years,  
17 continuing to grant Dr. Heaps unfettered access to female patients in order to protect UCLA's  
18 reputation and financial coffers.

19           10.      On information and belief, in or about late June 2018, Dr. Heaps was forced to  
20 resign. UCLA, however, again chose to protect itself and Dr. Heaps and keep this incident  
21 (and others known to it) under wraps. In or about mid-June 2018, UCLA sent a letter to  
22 patients of Dr. Heaps, stating that "it is with mixed emotions" that UCLA announces  
23 Dr. Heaps' "retirement." UCLA then continued to feature Dr. Heaps on the webpages of  
24 UCLA Health and of the David Geffen School of Medicine for nearly a year following,  
25 allowing Dr. Heaps and UCLA to save face in the community, a community unwittingly  
26 exposed to a sexual predator by Defendants.

27           11.      Dr. Heaps' actions and the inaction of the UC Regents and its employees (both  
28 before and after Plaintiffs' horrific encounters with Dr. Heaps as described herein), have

1 caused Plaintiffs tremendous and lasting harm, including feelings of fear and powerlessness,  
2 symptoms of post-traumatic stress disorder, and other physical and emotional manifestations  
3 of the severe emotional distress that they have suffered.

4 12. Dr. Heaps has now been arrested and charged with multiple felony counts,  
5 including in connection with alleged sexual battery of his patients. When Dr. Heaps was  
6 arrested, and publicity with regard to his misconduct was all but inevitable, the UC Regents  
7 changed course, then issuing a public statement contending that Dr. Heaps was “terminated”  
8 and that UCLA has purportedly taken corrective action. This communication was circulated  
9 to the UCLA “Campus Community” by the UCLA Chancellor and Vice Chancellor, UCLA  
10 Health Services. This is a far cry from the previous communication to patients announcing  
11 Dr. Heaps’ “retirement,” a communication that failed to alert the community to his misconduct  
12 or offer any assistance or support to Plaintiffs or other victims.

13 13. Only when Dr. Heap’s arrest became public, did Plaintiffs come to understand  
14 what had been done to them by Dr. Heaps’ misconduct and UCLA’s inaction. Only in the last  
15 few months have Plaintiffs come to realize that they were subjected to abuse during routine  
16 examinations and that Dr. Heaps’ conduct in those exams was inappropriate and of a sexual  
17 nature, including molesting them during routine examinations and procedures.

## 18 **BACKGROUND FACTS**

### 19 **Defendant Dr. Heaps Provides Gynecological Services to UCLA Patients**

20 14. Dr. Heaps completed his internship and residency as an obstetrician-  
21 gynecologist and a fellowship in gynecologic oncology at the UCLA School of Medicine from  
22 1983–1989. Upon information and belief, beginning in the early 1990s, Dr. Heaps was in  
23 private practice as an OB-GYN at an office located at 100 Medical Plaza in Westwood. On  
24 further information and belief, in or about February 2014, Dr. Heaps’ private practice was  
25 acquired by the UC Regents and Dr. Heaps was hired by the UC Regents as a full-time  
26 gynecologist at UCLA Health, with a purported specialty in gynecologic oncology.

27 15. In that role, on information and belief, Dr. Heaps continued to provide  
28 gynecological services to women, including Plaintiffs, at his office located at 100 Medical

1 Plaza in Westwood. On further information and belief, Dr. Heaps had privileges at Ronald  
2 Reagan UCLA Medical Center from 1988 to 2018, where he performed procedures and  
3 provided services to hospitalized female patients. On further information and belief,  
4 Dr. Heaps was a professor at the University of California Los Angeles David Geffen School of  
5 Medicine from 1989 until 2018.

6 16. On information and belief, Dr. Heaps also at times provided gynecological  
7 services to students at the UCLA Student Health Center between 1983 and 2010. In addition,  
8 in the early 2000s and at other times, on information and belief, Dr. Heaps and his then-  
9 partner regularly advertised their gynecological practice in *The Daily Bruin*, UCLA's daily  
10 student newspaper, presumably to attract female UCLA students as patients.

11 17. At all times herein alleged, Dr. Heaps was an agent, servant, and/or employee of  
12 Defendant UC Regents and its medical clinics, facilities, and locations, and/or was under its  
13 complete control and/or direct supervision. It was through this position of access, trust, and  
14 authority that Dr. Heaps sexually exploited and abused Plaintiffs.

15 **UCLA Turns a Blind Eye to Sexual Abuse, Harassment, and Fraudulent Overbilling**  
16 **of Patients by Dr. Heaps**

17 18. UCLA holds itself out as a provider of high quality medical care for women,  
18 stating on the UCLA Health website that it is one of the "premier providers of modern  
19 medicine to the Los Angeles area and the nation" and that its Obstetrics and Gynecology  
20 department is "dedicated to providing comprehensive and personal care for women." UCLA  
21 also publicly touts its purported "serious commitment to addressing and preventing sexual  
22 violence and sexual harassment."

23 19. During Dr. Heaps' tenure at UCLA, however, Plaintiffs are informed and  
24 believe, and on this basis allege, that Dr. Heaps sexually abused and molested a number of his  
25 female patients, including Plaintiffs, through the use of his position and authority as a full-  
26 time gynecologist employed by the UC Regents.

27 20. It is unknown to Plaintiffs what background information the UC Regents sought  
28 from Dr. Heaps in advance of his being hired at UCLA (and his practice acquired by the UC



1 Regents) in or about February 2014. It is unclear whether the UC Regents did any  
2 independent investigation of Dr. Heaps or his background when they sought to employ him to  
3 provide gynecological services to female patients at his UCLA Health office and at Ronald  
4 Reagan UCLA Medical Center.

5 21. Plaintiffs are informed and believe, and on this basis allege, however, that the  
6 California Medical Board investigated Dr. Heaps in or about 2014 — during, on information  
7 and belief — a time in which Dr. Heaps’ practice was being acquired by UCLA and when he  
8 was being hired as an employee of the UC Regents (the “2014 Medical Board Investigation”).  
9 On information and belief, the 2014 Medical Board Investigation arose from an allegation that  
10 Dr. Heaps acted in a medically inappropriate and sexual manner during a patient examination.  
11 On information and belief, the UC Regents had knowledge that the 2014 Medical Board  
12 Investigation was taking place at the time that it was ongoing. On information and belief, the  
13 UC Regents failed to take corrective action.

14 22. In or about January 2015, during Dr. Heaps’ tenure at UCLA Health, a report of  
15 sexually inappropriate conduct by Dr. Heaps was posted on Yelp, a public review website.  
16 The young woman who posted on Yelp stated that the misconduct she alleged, which included  
17 Dr. Heaps groping her breast and making inappropriate comments during a post-operative  
18 appointment with her, had occurred several years prior to her Yelp post and while she was a  
19 UCLA student. The woman who posted on Yelp detailed her experience with this harassment  
20 and molestation by Dr. Heaps and its aftermath, stating that, “7 years later, I still feel  
21 violated.”

22 23. Subsequent to the 2014 Medical Board Investigation, and despite the existence  
23 of at least one accusation of sexual misconduct on a public website, as detailed above, Dr.  
24 Heaps continued to practice as a UCLA gynecologist, both in his UCLA Health office and, on  
25 information and belief, at Ronald Reagan UCLA Medical Center. As discussed above,  
26 Dr. Heaps was paid one of the highest salaries of any UC system employee in 2016 and, on  
27 information and belief, in other years during his UCLA tenure.

28 24. On information and belief, in or about January 2017, a UCLA Health employee

(who went to Dr. Heaps for her personal medical care), herself certified to chaperone intimate examinations at UCLA Health, reported to her supervisor (a managerial employee of the Regents) that Dr. Heaps had sexually abused and harassed her during a routine gynecological procedure. On further information and belief, the Regents did nothing to investigate these allegations. Nor, on information and belief, did the Regents report the allegations to the California Medical Board or to law enforcement or take any actions to protect the employee or other patients of Dr. Heaps — including likely hundreds of women who were examined by Dr. Heaps until his forced “retirement” in or about June 2018 — from ongoing sexual abuse.

25. In addition, in or about early December 2017, a patient of Dr. Heaps complained to UCLA in detail about the verbal and physical sexual harassment and abuse that she had been forced to endure at the hands of Dr. Heaps. Nonetheless, UCLA chose to ratify Dr. Heaps’ conduct, allowing him to continue practicing and seeing patients uninterrupted for the better part of a year. Those patients — likely hundreds in number — were seeking routine care and were unwittingly exposed to a serious threat of lasting harm. Notwithstanding these complaints — and despite being on notice of Dr. Heaps’ malfeasance — the UC Regents continued to employ or otherwise affiliate with Dr. Heaps and ratify his conduct, allowing him to maintain his practice and see patients, which he did until mid-2018.

26. Plaintiffs are further informed and believe that, in or before mid-2018, the UC Regents were informed of an employee complaint against Dr. Heaps involving sexual harassment and retaliation. Notwithstanding these allegations, the UC Regents failed to put appropriate safeguards in place to prevent foreseeable harm to female gynecological patients.

27. The UC Regents failed to take prompt action in response to complaints received about Dr. Heaps, including the aforementioned complaints. Instead, to avoid negative publicity, the UC Regents continued to provide Dr. Heaps unfettered access to patients, including young female students at UCLA and female patients at UCLA Health.

28. Plaintiffs are further informed and believe that UCLA’s own internal investigation of Dr. Heaps’ medical practices and billing found that he systemically overbilled patients, their private insurance companies, and Medicare and other public agencies.

According to an internal report, on information and belief, at times, even when a nurse practitioner or other staff member was scheduled to provide services to patients, upon their arrival, those patients were seen by Dr. Heaps (if only very briefly) and were then charged for his services, even though their care was actually handled by the nurse practitioner or other staff member. The UCLA internal investigation concluded, on information and belief, that — in certain instances — “Heaps’ clinical practice misrepresents the provider of services and the billing provider.” In light of this fraudulent scheme perpetrated by Dr. Heaps, and by extension, UCLA, the report further recommends that UCLA Health issue refunds to those affected. On information and belief, Plaintiffs were fraudulently overcharged by UCLA and Dr. Heaps for appointments during which they were subjected to sexual abuse and harassment.

**Plaintiffs Are Sexually Battered and Harassed by Dr. Heaps**

**During Routine Gynecological Examinations**

**Plaintiff Jane Doe 20’s Allegations**

29. In or about early 2014, Plaintiff Doe 20 researched physicians and chose Dr. Heaps because she trusted UCLA Health and the level of care that she believed UCLA Health would provide. Plaintiff Doe 20 sought a second opinion from Dr. Heaps because blood test results showed that she might be experiencing early menopause.

30. The appointment, in or about February 2014, began with a discussion of her symptoms with Dr. Heaps in his office. During this discussion with Dr. Heaps, Dr. Heaps established a rapport with Plaintiff Doe 20 and garnered her trust in his medical advice and expertise. Dr. Heaps reviewed her lab work and recommended that she begin taking birth control pills. Dr. Heaps then told her he would need to examine her and asked her to step into an exam room.

31. Once in the exam room, for reasons that Dr. Heaps did not explain, he began performing a transvaginal ultrasound procedure, a procedure which involves the insertion into the vagina of an ultrasound wave-producing device, called a transducer, to produce images on a screen of the organs in the pelvic region. Dr. Heaps began the transvaginal ultrasound

1 without warning or discussing the procedure with Plaintiff Doe 20. Plaintiff Doe 20 does not  
2 know why Dr. Heaps performed the transvaginal ultrasound procedure and why he did so  
3 without seeking pre-approval, which was required by Plaintiff Doe 20's insurer at the time.  
4 Nonetheless, Plaintiff Doe 20 put her trust in Dr. Heaps and did not object when he proceeded  
5 to perform the ultrasound on her.

6 32. During the course of the ultrasound, however, Dr. Heaps engaged in what  
7 Plaintiff Doe 20 now understands was grossly inappropriate conduct that was sexual in nature,  
8 including an overly-lengthy exam in which Dr. Heaps aggressively used the transducer so as  
9 to attempt to sexually stimulate Plaintiff Doe 20 and gratify Dr. Heaps. Following the  
10 ultrasound, Dr. Heaps patted Plaintiff Doe 20's leg, told her that "everything is going to be  
11 fine" and left the room. No nurse or chaperone was present at any time during this abusive  
12 procedure. Only after the criminal investigation was reported in the news did Plaintiff Doe 20  
13 realize the wrongfulness of Dr. Heaps' behavior during this examination.

14 **Plaintiff Jane Doe 21's Allegations**

15 33. Plaintiff Doe 21 was employed as a hospital assistant — and later as a certified  
16 laboratory assistant — at UCLA Health for approximately eighteen years. From in or about  
17 2006 to on or about April 12, 2017, Plaintiff Doe 21 sought both routine care from Dr. Heaps,  
18 as well as undergoing an endometrial biopsy (a procedure to check for endometrial cancer) .  
19 During that time, Plaintiff Doe 21 became dependent on Dr. Heaps for her care and placed  
20 trust and confidence in him. Especially because of her employment relationship with UCLA,  
21 she believed that health care providers at UCLA Health were trustworthy and skilled.

22 34. As a result of the reasonable trust that she placed in him as a UCLA Health  
23 physician who was providing her with legitimate medical treatment and care, Plaintiff Doe 21  
24 proceeded to see Dr. Heaps on numerous occasions over several years between in or about  
25 2006 until in or about April 2017 on an annual basis.

26 35. At each of these appointments, Dr. Heaps groped and massaged Plaintiff Doe  
27 21's breasts (including her nipples) in a lengthy "examination" that Plaintiffs now understands  
28 was both grossly inappropriate and medically unnecessary. At each of these appointments,

1 Dr. Heaps also performed overly-lengthy pelvic examinations, which were aggressive in  
2 nature and which involved touching and rubbing which Plaintiff Doe 21 now believes was  
3 designed to sexually stimulate her and gratify Dr. Heaps, and was not done for any medical  
4 purpose. While Dr. Heaps engaged in this sexual conduct, he would often closely watch Doe  
5 21 for her reaction to his conduct. In addition, oftentimes during these pelvic “exams,” Dr.  
6 Heaps would make comments which Plaintiff Doe 21 now understands were sexually  
7 harassing, including “complimenting” the size of her anatomy or complaining that the small  
8 size of her anatomy purportedly prevented him from doing a thorough examination.

9         36. Nonetheless, believing in Dr. Heaps’ skills as a physician and trusting that the  
10 institution which employed her for decades would not put her in harm’s way, Plaintiff Doe 21  
11 continued to believe that the care she received was appropriate and medically necessary.  
12 Chaperones — when they were in fact present — often looked away or appeared uninterested  
13 in Dr. Heaps’ exams of Plaintiff Doe 21. In addition, on the last several of Plaintiff Doe 21’s  
14 visits, chaperones who were initially present left the examination room at the request of Dr.  
15 Heaps for what Plaintiff Doe 21 now believes were pre-textual reasons. The chaperones did  
16 nothing to intervene or stop the abuse and, on information and belief, did not report the abuse.  
17 The conduct of the chaperones lulled Plaintiff Doe 21 into a belief that nothing inappropriate  
18 was occurring during these “exams.”

19         37. At one appointment in particular, on or about April 12, 2017, Dr. Heaps again  
20 engaged in what Plaintiff Doe 21 has now come to understand was abusive and harassing  
21 conduct. Prior to a scheduled biopsy procedure, Dr. Heaps began a pelvic exam, again  
22 commenting on Plaintiff Doe 21’s anatomy in what Plaintiff Doe 21 now understands to be a  
23 sexually harassing and demeaning way, telling her that she is “so tight.” When Plaintiff Doe  
24 21 told Dr. Heaps that she had not been sexually active for some time, he replied “no wonder  
25 you are so tight” and began touching her in a sexual manner, designed to stimulate her  
26 sexually and gratify Dr. Heaps. This conduct, which Plaintiff Doe 21 now understands to  
27 have been sexually abusive, continued for an extended period of time. As described above, a  
28 nurse who was initially present during this “exam” left the room while the conduct was

1 occurring.

2 **Plaintiff Jane Doe 22's Allegations**

3 38. Plaintiff Doe 22 has been employed as a nurse at UCLA Health for 20 years.  
4 Plaintiff Doe 22 also personally worked with Dr. Heaps (in her capacity as a UCLA Health  
5 nurse) at a UCLA owned-facility. Plaintiff Doe 22 was treated by Dr. Heaps for  
6 approximately thirteen years, from in or about 2002 until in or about 2015. During that time,  
7 Plaintiff Doe 22 became dependent on Dr. Heaps for her care and placed trust and confidence  
8 in him. Especially because of her employment relationship with UCLA (and her working  
9 relationship with Dr. Heaps), she believed that health care providers at UCLA Health were  
10 trustworthy and skilled.

11 39. At nearly every annual visit during the time that Dr. Heaps was treating Plaintiff  
12 Doe 22, Dr. Heaps would stroke and rub Plaintiff Doe 22's body, including her thighs.  
13 Plaintiff Doe 22 now understands that this conduct was not medically necessary and was  
14 sexual in nature and done to gratify Dr. Heaps. At these visits, Dr. Heaps would also  
15 complement Plaintiff Doe 22 and make comments to her which she now believes were  
16 sexually harassing, including commenting on her anatomy. On at least one occasion, Dr.  
17 Heaps made what Plaintiff Doe 22 is now aware was an inappropriate and harassing comment  
18 about the size of Plaintiff Doe 22's anatomy, stating that, "your husband must not be that big."

19 40. Nonetheless, believing in Dr. Heaps' skills as a physician and trusting that the  
20 institution which employed her for decades would not put her in harm's way, Plaintiff Doe 22  
21 continued to believe that the care she received was appropriate and medically necessary.  
22 During the examinations described herein, there were sometimes female chaperones present.  
23 However, the chaperones — when they were in fact present — often looked away or appeared  
24 uninterested. The chaperones did nothing to intervene or stop the abuse and, on information  
25 and belief, did not report the abuse. The conduct of the chaperones lulled Plaintiff Doe 22 into  
26 a belief that nothing inappropriate was occurring.

27 41. In or about 2015, Plaintiff Doe 22 ran into Dr. Heaps in her workplace. Dr.  
28 Heaps offered to get her into his office for her annual gynecological appointment, which was



1 scheduled for that day, on her lunch hour — purportedly to minimize the disruption to her  
2 workday. During that appointment, which took place without any nurses or other staff present  
3 (as they were all on their lunch break), Dr. Heaps engaged in touching which Plaintiff Doe 22  
4 now believes was sexual in nature, including rubbing and stroking her thighs in a manner that  
5 was not medically necessary. At the same time as this touching, Dr. Heaps made what she  
6 now understands to be harassing and abusive comments of a sexual nature to Plaintiff Doe 22.  
7 Dr. Heaps asked her about her sex life, telling her that she needed to go immediately after the  
8 appointment to an erotica store in Hollywood, purchase sex toys and “practice” with them.

9 **Plaintiff Jane Doe 23’s Allegations**

10 42. Plaintiff Doe 23 was a patient of Dr. Heaps beginning on or about November 28,  
11 2011 following a diagnosis of endometrial cancer. As a result of this cancer diagnosis (and  
12 her tremendous fear that her cancer would spread and/or worsen), Plaintiff Doe 23 became  
13 extremely reliant on Dr. Heaps for her care and placed her complete trust and confidence in  
14 him and in his purported medical practices.

15 43. For the first several visits, between in or about November 2011 until in or about  
16 mid-2012, there was no inappropriate or abusive conduct, as Plaintiff Doe 23 underwent  
17 endometrial biopsies which were very painful. A nurse was present on each of these  
18 occasions. As Dr. Heaps acted in a professional manner during these appointments, he  
19 continued to garner Plaintiff’s trust and lull her into a belief that he was a skilled professional.

20 44. Once her cancer was under control, in or about approximately early 2013, Dr.  
21 Heaps began regularly to examine Plaintiff Doe 23 without any nurse or chaperone present.  
22 At the same time, Dr. Heaps began to engage in what Plaintiff Doe 23 now understands to be  
23 sexually abusive and harassing conduct which escalated over a series of appointments every  
24 four to six months, including on: January 25, 2013; April 26, 2013; August 1, 2013;  
25 November 14, 2013; February 27, 2014; September 11, 2014; February 26, 2015; May 6,  
26 2015; July 13, 2015; November 23, 2015; and November 10, 2016.

27 45. During appointments on the dates listed above, Dr. Heaps frequently held her  
28 hand and rubbed and massaged various parts of Plaintiff Doe 23’s body, including her

1 abdomen and thighs, purportedly to “relax” her. Plaintiff Doe 23 now understands that this  
2 touching was not medically necessary or appropriate. Dr. Heaps also repeatedly engaged in  
3 sexual touching during pelvic “exams” and transvaginal ultrasound procedures, which Plaintiff  
4 now understands was intended to sexually stimulate her and gratify Dr. Heaps. During one  
5 appointment in particular that took place while Plaintiff Doe 23 was going through a difficult  
6 divorce, Dr. Heaps asked Plaintiff Doe 23 whether she was still sexually active. When  
7 Plaintiff Doe 23 told him “no,” Dr. Heaps examined her and told her that she had a medical  
8 issue that would make intercourse painful. Dr. Heaps proceeded to “demonstrate,” using his  
9 fingers internally, the way in which intercourse would purportedly be painful for Plaintiff Doe  
10 23.

11 46. At this same appointment, Dr. Heaps again made comments which Plaintiff Doe  
12 23 now believes were harassing, including telling her that her vaginal opening was “small,”  
13 and commenting again that her husband must have been “very small.” Dr. Heaps repeated this  
14 action of inserting his fingers internally to “demonstrate” that sex would be painful for  
15 Plaintiff Doe 23 at several subsequent appointments. Plaintiff Doe 23 now believes that these  
16 repeated “demonstrations” were done for Dr. Heaps own gratification and were not medically  
17 necessary or appropriate.

18 47. During the course of these appointments, Dr. Heaps also groped and massaged  
19 Plaintiff Doe 23’s breasts, including squeezing her nipples, in lengthy “examinations” that  
20 Plaintiff Doe 23 now understands were both grossly inappropriate and medically unnecessary.

21 48. During all of the conduct described herein, Dr. Heaps would frequently stare  
22 intently into Plaintiff Doe 23’s eyes, watching for her reaction to what Plaintiff now  
23 understands was sexually abusive and harassing conduct.

#### 24 **Plaintiff Jane Doe 24’s Allegations**

25 49. Plaintiff Doe 24 was a patient of Dr. Heaps from in or about the mid-2000's until  
26 in or about 2011 and, later, from in or about mid-2014 until on or about October 28, 2015.  
27 During that time, Dr. Heaps garnered Plaintiff Doe 24’s trust and confidence, which he took  
28 advantage of in order to sexually abuse and molest her. Plaintiff Doe 24 was particularly



1 vulnerable to Dr. Heaps' abuse because she had learned in 2003 — only a few years before  
2 becoming his patient — that she carried a mutation in the BRCA1 gene which made her  
3 highly susceptible to the early onset of breast, ovarian, and other cancers. As a result of this  
4 news, a genetic counselor advised Plaintiff Doe 24 to seek care from surgeons who could  
5 potentially remove her ovaries. Plaintiff Doe 24 moved to Los Angeles in 2005 and became a  
6 patient of Dr. Russell Rapoza, who was then, on information and belief, Dr. Heaps' partner.  
7 When Dr. Rapoza left the practice about a year later, he referred Plaintiff Doe 24 to Dr. Heaps.  
8 Dr. Heaps also came highly recommend by other physicians at UCLA, and Plaintiff Doe 24  
9 was told that that Dr. Heaps was among the best in his field.

10           50. Because Plaintiff Doe 24 carries a mutation in the BRCA1 gene, when she first  
11 began seeing Dr. Heaps as a patient, Dr. Heaps told her that he needed to monitor her closely  
12 for ovarian cancer. Dr. Heaps represented to Plaintiff Doe 24 that he needed to perform  
13 transvaginal ultrasounds twice a year. Intensely fearful of developing cancer in light of her  
14 genetic predisposition and trusting that Dr. Heaps' advice was medically correct, Plaintiff Doe  
15 24 made frequent appointments with Dr. Heaps' office for transvaginal ultrasounds. Although  
16 she at times made such appointments with Physician Assistants or Nurse Practitioners, Dr.  
17 Heaps would nonetheless often appear and complete the procedures. Plaintiff Doe 24 has  
18 subsequently learned that, in addition to being sexually abusive, as described herein, on  
19 information and belief, Dr. Heaps' involvement in these procedures (which she scheduled with  
20 other staff in his office) was designed in order that Dr. Heaps could both sexually abuse and  
21 harass her and charge her for having performed the procedure.

22           51. During the course of numerous appointments, Dr. Heaps engaged in conduct  
23 that, as described herein, Plaintiff Doe 24 has now to come to understand was abusive and  
24 harassing, including at appointments (during which transvaginal ultrasound procedures were  
25 performed by Dr. Heaps) from in or about 2006 to 2011 and on or about October 2, 2014 and  
26 October 28, 2015. Plaintiff Doe 24 was living in New York between in or about 2011 and  
27 early 2014 (and was not therefore being seen by Dr. Heaps), during which time she had her  
28 ovaries removed as a preventative step to avoid her substantial genetic risk of ovarian cancer.

1           52. Plaintiff Doe 24 has come to understand that Dr. Heaps conducted transvaginal  
2 ultrasound examinations — including on certain of the appointment dates listed above — in a  
3 sexually abusive manner. Dr. Heaps used the ultrasound transducer device to perform overly  
4 lengthy and aggressive exams, in a manner which Plaintiff Doe 24 now understands was  
5 designed to stimulate Plaintiff Doe 24 and gratify Dr. Heaps sexually. In addition, during the  
6 overly-aggressive exams, Dr. Heaps would “compliment” her intimate anatomy as described  
7 above and ask questions about her personal and sex life that Plaintiff Doe 24 now understands  
8 to be inappropriate. Again, chaperones or Physician Assistants were at times present during  
9 these examinations, but were often not paying attention to what Dr. Heaps was doing and gave  
10 Plaintiff Doe 24 no indication that anything abusive, harassing, or not medically necessary  
11 was occurring.

12           53. In addition, during the course of pelvic exams which Dr. Heaps performed on  
13 the dates of the visits listed above, Dr. Heaps would make comments which Plaintiff Doe 24  
14 now understands were inappropriate, not medically necessary, and sexually harassing,  
15 including repeatedly “complimenting” Plaintiff Doe 24, telling her that she is “so lucky”  
16 because she is “so tight.” Dr. Heaps would couple these “compliments” with inappropriate  
17 questions about Plaintiff Doe 24’s personal and sex life. During such “exams,” there was at  
18 times a nurse present, but the nurse would stand to the side and do nothing that indicated to  
19 Plaintiff Doe 24 that Dr. Heaps was engaging in misconduct. Nor, on information and believe,  
20 did any nurse ever report that the conduct in which Dr. Heaps was engaging was sexually  
21 abusive or take any other action to stop it or intervene.

22                           **Plaintiff Jane Doe 25’s Allegations**

23           54. Plaintiff Doe 25 began seeing Dr. Heaps on or about October 7, 2015 to consult  
24 with him regarding polyp surgery that he later performed, on or about November 4, 2015.  
25 Following her surgery, which was successful, Plaintiff Doe 25 had several follow-up  
26 appointment at Dr. Heaps’ office during which she was seen by Physician Assistant Carla  
27 Saldibar.

28           55. Beginning in or about November 2016 and during frequent exams (every few

months) in late 2016 and throughout 2017, Plaintiff Doe 25 saw Dr. Heaps. At that time, Plaintiff Doe 25 was experiencing excessive bleeding that was worrisome and interfering with her functioning. During this time, and especially in light of her concern about these bleeding issues and fear that she had cancer, Plaintiff Doe 25 became highly dependent on Dr. Heaps for her care. During these examinations in late 2016 and 2017, Dr. Heaps built trust with Plaintiff Doe 25, who believed that he was a skilled and competent physician and who was lulled into a belief that Dr. Heaps would act at all times in a professional and medically necessary manner.

56. Dr. Heaps did not continue to act in a professional manner towards Plaintiff Doe 25. On the contrary, at an appointment on or about December 7, 2017, Dr. Heaps engaged in abusive and sexually harassing conduct. At an appointment on that date, Dr. Heaps entered the exam room and — standing between Plaintiff Doe 25 and the exam room door in a manner which made Plaintiff Doe 25 feel trapped and frightened — immediately threw open the paper gown she was wearing and —without saying a word—grabbed both of her breasts simultaneously while she was sitting up.

57. Dr. Heaps proceeded to massage and grope both her breasts — for an overly-lengthy period of time — in a manner which Plaintiff Doe 25 believes was designed to sexually gratify Dr. Heaps. Although Plaintiff Doe 25 had had numerous prior breast examinations, this conduct by Dr. Heaps was not at all like those previous exams. During the course of this egregious conduct, Dr. Heaps had a look on his face which greatly disturbed Plaintiff Doe 25. Dr. Heaps looked not as though he was performing a clinical breast examination, but rather as though he was enjoying this abusive conduct sexually. Especially upon seeing the look on Dr. Heaps' face, Plaintiff Doe 25 experienced tremendous distress during this assault, which took place while Plaintiff Doe 25 was alone in the exam room with Dr. Heaps, without a nurse or chaperone present to intervene, or from whom Plaintiff Doe 25 could seek assistance.

58. After a few moments in which Dr. Heaps was assaulting Plaintiff Doe 25, a nurse opened the door to the small exam room, startling Dr. Heaps, who immediately stopped

1 what he was doing and quickly closed the paper gown covering Plaintiff Doe 25's breasts.  
2 Apparently unaware of the assault that had occurred in her absence, the nurse announced that  
3 Dr. Heaps would proceed with a breast examination and asked Plaintiff Doe 25 to lay back on  
4 the exam table in order for the examination to be performed. Still stunned, Plaintiff Doe 25  
5 proceeded to lay back on the exam table and Dr. Heaps proceeded to perform a breast  
6 examination – in front of the nurse—far different in nature from the assault that had occurred  
7 just moments before. Dr. Heaps proceeded to palpate each of Plaintiff Doe 25's breasts (using  
8 his fingertips), one at a time, in a manner that was akin to previous breast exams that Plaintiff  
9 Doe had had performed in the past.

10         59. Although fearful and distressed following this appointment and her assault by  
11 Dr. Heaps, Plaintiff Doe 25 was likewise confused by this conduct being perpetuated by her  
12 longtime trusted physician, who was esteemed in the community and at UCLA for the  
13 oncological care he provided to women. In addition, Plaintiff Doe 25 tried to push her  
14 concerns out of her mind because she was intensely fearful that — if she stopped going to Dr.  
15 Heaps for care — her insurance coverage would not allow her to see another gynecological  
16 oncologist and that she would not get appropriate care (especially as she was still experiencing  
17 unexplained pelvic bleeding that could have been the result of a malignancy). As such,  
18 following this episode of sexual abuse and harassment, Plaintiff Doe 25 returned to Dr. Heaps'  
19 office on two occasions, including in or about February and April 2018.

20         60. Scheduled for a July 2018 appointment, Plaintiff Doe 25 found out in June 2018  
21 that Dr. Heaps had “retired.” When she learned that Dr. Heaps had suddenly retired, Plaintiff  
22 Doe 25 became convinced that he had done so because of abusive conduct and this confirmed  
23 her suspicions that he had molested and abused her for his own gratification.

24         61. In addition, in or about mid-2019, Plaintiff Doe 25 came to understand from her  
25 new physician that her numerous appointments with Dr. Heaps (and the frequent biopsies  
26 performed by him) were likely unnecessary. Plaintiff Doe 25 is now informed and believes  
27 that Dr. Heaps recommended that she see him more frequently than necessary (and have more  
28 procedures than medically necessary) in order both to have the opportunity to sexually abuse

1 her and to financially benefit by billing her and her insurers for these unnecessary visits and  
2 procedures.

3 **Plaintiff Jane Doe 26's Allegations**

4 62. From in or about 2005, when Plaintiff Doe 26 was approximately 20  
5 years old, up to and until at least mid-2014 (including an appointment on or about May 8,  
6 2014), Plaintiff Doe 26 sought gynecological care from Dr. Heaps at his Westwood office.  
7 Plaintiff Doe 26 has long suffered from a host of health problems, including significant health  
8 concerns stemming from a liver transplant that she underwent while still in her teens. As  
9 such, Plaintiff Doe 26 quickly became dependent on Dr. Heaps for her care. Moreover, Dr.  
10 Heaps was recommended to Plaintiff Doe 26 by a UCLA transplant coordinator and came  
11 highly recommended. As such, Plaintiff Doe 26 trusted that a gynecologist recommended by  
12 the UCLA transplant team would be trustworthy and would provide only appropriate and  
13 medically necessary care.

14 63. At some of her appointments with him, however, Dr. Heaps performed  
15 overly-lengthy pelvic examinations, which were aggressive in nature and which involved  
16 touching which Plaintiff Doe 26 now believes was designed to sexually stimulate her and  
17 gratify Dr. Heaps, and was not done for any medical purpose. While Dr. Heaps engaged in  
18 this sexual conduct, he would often closely watch Doe 26 for her reaction to his conduct. In  
19 addition, oftentimes during these pelvic "exams," Dr. Heaps would make comments which  
20 Plaintiff Doe 26 now understands were sexually harassing, including "complimenting" her  
21 anatomy and making sexually provocative comments to her. Nurses were frequently present  
22 during what Plaintiff Doe 26 now understands to have been this abusive and harassing  
23 conduct, but appeared uninterested and did nothing to intervene or stop Dr. Heaps from his  
24 conduct or comments. This inaction on the part of the nurse chaperones gave Plaintiff Doe 26  
25 no indication that anything inappropriate was occurring and further lulled her into a belief that  
26 Dr. Heaps was acting in a professional and medically necessary manner.

27 64. At one appointment in particular, in or about 2014, Plaintiff Doe 26 had an  
28 appointment with Dr. Heaps late in the day and Plaintiff Doe 26 and her father (who

1 accompanied her to the appointment) waited almost two hours while Dr. Heaps was  
2 purportedly finishing surgery and seeing other patients. By the time that Dr. Heaps himself  
3 escorted Plaintiff Doe 26 (without her father – who waited in the waiting area) to an exam  
4 room, all of the nurses and other staff had gone home for the evening and it appeared that Dr.  
5 Heaps was alone in the examination area with Plaintiff Doe 26. It was at this overly-lengthy  
6 appointment (the examination took in excess of thirty minutes)– with no nurses or others  
7 present– that Dr. Heaps again engaged in what Plaintiff Doe 26 now understands to have been  
8 sexually abusive and harassing conduct, including making what Plaintiff Doe 26 now  
9 understands were inappropriate and sexually provocative comments, some of which were  
10 couched as “compliments” about Plaintiff Doe 26’s looks and about her intimate body parts.

11 65. Plaintiff Doe 26, who was only in her early 20’s when she began seeing Dr.  
12 Heaps (and was still recovering from serious illness, as well as life-saving, but intensely  
13 difficult, transplant surgery) did not come to understand that Dr. Heaps had engaged in  
14 conduct that was inappropriate and harassing until she saw news of Dr. Heaps’ arrest for  
15 similar misconduct in the media.

#### 16 **Plaintiff Jane Doe 27’s Allegations**

17 66. Plaintiff Doe 27 sought the help of Dr. Heaps after developing a very large  
18 ovarian tumor. She sought help from other physicians, many of whom told her that they could  
19 not perform the surgery she needed to remove the tumor or that the surgery would require  
20 removal of her ovaries and uterus, which Plaintiff Doe 27 wanted to preserve.

21 67. As the tumor eventually grew to over forty pounds in size, Plaintiff Doe 27  
22 became increasingly uncomfortable and unable to function normally. By that point, in or  
23 about the fall of 2017, Plaintiff Doe 27 was unable to eat or sleep and was vomiting several  
24 times per day. Faced with this difficult and painful condition, Plaintiff Doe 27 was referred to  
25 Dr. Heaps, who told her that he could treat her and successfully perform surgery without  
26 performing a hysterectomy or removing her ovaries. Plaintiff Doe 27 was elated with that  
27 news and put her complete faith and trust in Dr. Heaps.

28 68. At her initial consultation with Dr. Heaps, on or about October 17, 2017, a nurse

1 was present for part of the appointment. At that appointment, Dr. Heaps wanted to perform a  
2 pelvic examination and transvaginal ultrasound, but Plaintiff Doe 27 was afraid of the pain  
3 that such procedures would cause her due to the weight of the ovarian tumor and the amount  
4 of pelvic discomfort that she was experiencing. As such, Dr. Heaps decided that he could  
5 perform an abdominal ultrasound on Plaintiff Doe 27. Dr. Heaps and Plaintiff Doe 27  
6 together walked into the ultrasound room.

7           69. Once Dr. Heaps and Plaintiff Doe 27 were in the ultrasound room, Plaintiff Doe  
8 27 laid down on the examination table. Dr. Heaps proceeded to forcibly pull Plaintiff Doe  
9 27's pants and underwear down so that her entire genital area and buttocks were exposed.  
10 During the course of the abdominal ultrasound, which does not normally involve contact with  
11 the genitals, Dr. Heaps engaged in touching of a sexual nature while purportedly acting to  
12 place a paper cover over the lower half of Plaintiff Doe 27's body, including touching  
13 designed to sexually stimulate Plaintiff Doe 27 and gratify Dr. Heaps. During the course of  
14 this touching, Dr. Heaps looked at Plaintiff Doe 27, in an attempt — Plaintiff Doe 27 believes  
15 — to watch closely her reaction to the inappropriate touching. Dr. Heaps was not wearing  
16 gloves while performing the ultrasound, and Plaintiff Doe 27 saw him scratching his face and  
17 arm both before and after touching her genitals with his ungloved hand. A nurse was present  
18 during this examination but did nothing to intervene or stop this abusive conduct. In  
19 considerable discomfort from the ovarian cyst, Plaintiff Doe 27 felt confused, afraid, and  
20 trapped during this sexually abusive and harassing conduct.

21           70. When Dr. Heaps had completed this ultrasound "examination," the nurse  
22 immediately exited the exam room, leaving the exam room door open while Plaintiff Doe 27  
23 was still undressed from the waist down. Following the nurse's exit, Dr. Heaps began to rub  
24 the ultrasound gel off of Plaintiff Doe 27's abdomen for a lengthy period of time and in a slow  
25 manner which was not medically necessary or appropriate and which made Plaintiff Doe 27  
26 feel uncomfortable. Dr. Heaps then forcibly pulled Plaintiff Doe 27's underwear and pants up.  
27 Dr. Heaps began to discuss how Plaintiff Doe 27's surgery would be performed and where  
28 incisions would be made. Dr. Heaps then walked Plaintiff Doe 27 to the reception area. Once



1 there, Dr. Heaps stood uncomfortably close behind Plaintiff Doe and grabbed both arms  
2 tightly and then rubbed her right arm. Dr. Heaps then positioned himself in front of Plaintiff  
3 Doe 27, speaking to her with his face just inches from her face. Plaintiff Doe 27 looked for  
4 help to the receptionist, who smiled awkwardly, but who did nothing to intervene.

5           71. At Plaintiff Doe 27's next appointment on or about December 4, 2017, shortly  
6 before her scheduled surgery, Dr. Heaps again engaged in inappropriate conduct, grabbing and  
7 rubbing her knee while showing her the results of a recent CAT scan of her abdominal area.  
8 Dr. Heaps then asked Plaintiff Doe 27 to lay down on the examination table so that he could  
9 "see how I'm going to do this," i.e., how he was going to perform Plaintiff Doe 27's surgery.  
10 Dr. Heaps pulled Plaintiff Doe 27's pants and underwear down, exposing her genitals and  
11 buttocks. Dr. Heaps then proceeded to move his fingers slowly up and down Plaintiff Doe  
12 27's abdomen.

13           72. During this same examination, on or about December 4, 2017, Dr. Heaps then  
14 moved his fingers to Plaintiff Doe 27's genitals and engaged in touching of a sexual nature,  
15 designed to sexually stimulate Plaintiff Doe 27 and gratify himself. During this conduct, Dr.  
16 Heaps again watched Plaintiff Doe 27's reaction closely, while Plaintiff Doe 27 tried to avoid  
17 his gaze. Dr. Heaps then moved his fingers up to Plaintiff Doe 27's pubic area, continuing to  
18 rub the area, purportedly to explain where he planned to make an incision and assuring  
19 Plaintiff Doe 27 that she "could still wear a bikini." Dr. Heaps went on to make inappropriate  
20 and harassing comments about the types of bikinis which Plaintiff Doe 27 "would be able to  
21 wear." A nurse who was present exchanged looks with Plaintiff Doe 27, but did nothing to  
22 assist her or intervene to stop the abuse and harassment.

23           73. On or about January 29, 2018, Dr. Heaps was scheduled to perform surgery on  
24 Plaintiff Doe 27 to remove her large ovarian cyst. When Dr. Heaps met with Plaintiff Doe 27  
25 immediately before the surgery — as she was on a gurney ready to be wheeled into the  
26 operating room — Dr. Heaps again rubbed and pushed up against Plaintiff's body  
27 immediately before she was wheeled into surgery.

28           74. Following her surgery, Plaintiff Doe 27 had a follow-up appointment with Dr.



1 Heaps (to check her surgical scar and her progress since the procedure) on or about February  
2 16, 2018. At that appointment, Dr. Heaps wanted to perform a pelvic examination on Plaintiff  
3 Doe 27. Fearful that Dr. Heaps would again engage in inappropriate touching, Plaintiff Doe  
4 27 stated that she did not want to have a pelvic exam. Plaintiff Doe 27 told Dr. Heaps that she  
5 was menstruating. Dr. Heaps replied with a grin, stating “that doesn’t bother me at all.”  
6 Plaintiff Doe 27 nonetheless persisted in her refusal to undergo the exam, out of fear and  
7 concern that Dr. Heaps might again sexually abuse her. Although Plaintiff Doe 27 scheduled  
8 another appointment with Dr. Heaps, she subsequently found out that he had “retired.”

9 **Plaintiff Doe 28’s Allegations**

10 75. Plaintiff Doe 28 was referred to Dr. Heaps after she was found to have an  
11 ovarian cyst that required surgery. A different surgeon had performed an earlier operation for  
12 the same problem, but that surgery had caused complications, including adhesions which  
13 could impact her fertility. Plaintiff Doe 28 heard from both a friend and another physician that  
14 Dr. Heaps was a highly skilled surgeon and among the best in his field. Because of Plaintiff  
15 Doe 28’s distress at the recurrence of her ovarian cyst, and her desire for a successful surgical  
16 treatment of the ailment, she placed her complete faith and trust in Dr. Heaps and his medical  
17 skill.

18 76. At an initial consultant and pre-operative appointments on or about February 17,  
19 2015 and August 18, 2015, Plaintiff Doe 28 first met with Dr. Heaps, discussed her condition  
20 and was examined. At those examinations, Dr. Heaps acted in a professional manner that  
21 lulled Plaintiff Doe 28 into the belief that his conduct was at all times medically necessary and  
22 appropriate. Shortly thereafter, Dr. Heaps successfully performed surgery on Plaintiff Doe 28  
23 and removed her ovarian cyst.

24 77. Unfortunately, Plaintiff Doe 28’s trust in Dr. Heaps was misplaced. At a series  
25 of appointments following her surgery, over the course of several years (up to and including a  
26 final appointment in March 2018), Dr. Heaps engaged in what Plaintiff Doe 28 has come to  
27 understand was abusive and sexually harassing conduct, including during pelvic examinations,  
28 transvaginal ultrasound procedures and breast examinations. Dr. Heaps engaged in this

conduct (described herein) at every subsequent appointment following Plaintiff Doe 28's surgery and oftentimes in the presence of nurses, who showed no emotion and did nothing to intervene or protect Plaintiff Doe 28 from what she now knows was sexual battery and abuse. In addition, their inaction led Plaintiff Doe 28 to believe that nothing inappropriate was occurring.

78. During the course of subsequent appointments, on or about February 18, 2016; March 2, 2016; August 18, 2016; September 12, 2016; February 23, 2017; March 27, 2017; August 22, 2017; February 27, 2018 and March 14, 2018, Dr. Heaps performed transvaginal ultrasounds on Plaintiff Doe 28, purportedly to check her ovaries and determine whether she had ovarian cysts. During these procedures, Dr. Heaps would apply the lubricant used in the course of the procedure directly to Plaintiff Doe 28's body and, in the course of so doing, would engage in touching of a sexual nature which Plaintiff Doe 28 now believes was designed to sexually stimulate Plaintiff Doe 28 and gratify himself. Dr. Heaps also moved the transvaginal ultrasound wand in an aggressive manner which simulated sexual intercourse and which Plaintiff Doe 28 also now believes was designed to sexually stimulate Plaintiff Doe 28 and gratify Dr. Heaps.

79. During each of the appointment dates listed above, Dr. Heaps also engaged in what Plaintiff Doe 28 now believes was inappropriate touching of a sexual nature during pelvic examinations. Plaintiff Doe 28 now believes that this conduct was intended to sexually stimulate her and gratify Dr. Heaps. Moreover, during the course of such examinations, Dr. Heaps would frequently keep his ungloved hands resting on Plaintiff Doe 28's body, including on her breasts, lower abdomen (near her hairline) and on her inner thighs. During this lengthy conduct, Dr. Heaps would act so as to distract Plaintiff Doe 28 from the placement of his hands by engaging in small talk. Plaintiff Doe 28 now believes that there was no medical purpose behind this touching and that it constituted sexual abuse and harassment.

80. In addition, at every visit following her surgery in late 2015 until in or about March 2018, Dr. Heaps performed breast "examinations" of Plaintiff Doe 28. Dr. Heaps did so, however, in a manner which Plaintiff Doe 28 now believes was sexually abusive, including

performing an overly-lengthy examination without gloves, using a massaging motion designed to gratify Dr. Heaps, rather than clinically palpating Plaintiff Doe 28's breasts.

81. Plaintiff Doe 28 has also come to understand that Dr. Heaps subjected her to more numerous appointments (and transvaginal ultrasound procedures) --approximately every six months and often even more frequently-- than were medically necessary in order both to have additional opportunities to sexually abuse and harass her and to have additional opportunities to bill Plaintiff Doe 28 and her insurance carriers for unnecessary testing and procedures.

### **Plaintiff Doe 29's Allegations**

82. In or about the summer of 2011, Plaintiff Doe 29 learned that she had a large uterine fibroid which needed to be removed surgically. Plaintiff Doe 29 subsequently researched Dr. Heaps online, including reviewing his profile on the UCLA Health website, and found that he was well regarded as a purportedly skilled physician and surgeon. Plaintiff Doe 29 made an appointment with Dr. Heaps to consult with him in or about July 2011.

83. At that first appointment, which was a pre-surgical consultation, Dr. Heaps engaged in what Plaintiff Doe 29 now believes was sexually abusive and harassing conduct. Following a pelvic examination, Dr. Heaps left his ungloved hand on her upper thigh while he spoke with her about the planned fibroid surgery. During this discussion, Dr. Heaps pulled a stool on which he was seated up very close to Plaintiff Doe 29, so close that his face was just inches from hers, all while he was continuing to leave his hand on her upper thigh, close to her genitalia.

84. Dr. Heaps performed Plaintiff Doe 29's fibroid surgery in or about October 2011. The surgery was successful. However, during the course of certain appointments following the surgery-- including a post-operative appointment in or about November 2011, appointments in or about 2013 and 2014 --and appointments on or about March 8, 2015, March 9, 2016 and March 14, 2018, Plaintiff Doe 29 now understands that Dr. Heaps continued to engage in sexual battery and harassment of her.

85. At one of the appointments listed above, Dr. Heaps asked Plaintiff Doe 29—

1 without any apparent reason or medical purpose—whether she could perform Kegel exercises  
2 (exercises designed to strengthen the pelvic floor) while he was examining her internally with  
3 an ungloved hand and touched her inappropriately while she did so. Plaintiff Doe 29 now  
4 understands that Dr. Heaps sexually molested her for his own sexual gratification. Although a  
5 nurse was present during this abusive conduct, she had her back turned to Plaintiff Doe 29 and  
6 did nothing to monitor the examination or intervene or stop the abuse. Her presence, however,  
7 gave Plaintiff Doe 29 false reassurance that nothing inappropriate was occurring.

8       86. On at least three other occasions—on certain of the appointment dates listed  
9 above—Dr. Heaps again engaged in conduct which Plaintiff Doe 29 has come to understand  
10 was abusive and harassing, including making inappropriate comments, couched as  
11 “compliments,” including graphic comments about Plaintiff Doe 29’s pubic hair being shaved  
12 at an appointment in or about March 2016. During such visits, Dr. Heaps again placed his  
13 ungloved hands on her upper thighs (near her genitalia), on her breasts or on other areas of her  
14 body and simply left them there—which Plaintiff Doe 29 now believes was without medical  
15 justification or purpose—after he had concluded his physical examination and while he was  
16 speaking for a lengthy period to Plaintiff Doe 29.

17       87. Plaintiff Doe 29 did not come to understand that Dr. Heaps had engaged in  
18 conduct that was inappropriate and harassing until she saw news of Dr. Heaps’ arrest for  
19 similar misconduct in the media.

#### 20                   **Dr. Heaps’ “Retirement” from UCLA Health**

21       88. On further information and belief, on or about June 30, 2018, Dr. Heaps ceased  
22 providing services to patients through UCLA Health. On information and belief, on or about  
23 June 19, 2018, UCLA Health sent a letter, authored by Dr. Deborah Krakow, MD, Professor  
24 and Chair of the Department of Obstetrics and Gynecology and Professor of Human Genetics  
25 and Orthopedic Surgery, David Geffen School of Medicine at UCLA, to patients of Dr. Heaps.  
26 In that letter, Dr. Krakow stated that “[i]t is with mixed emotions that I announce the  
27 retirement of Dr. James Heaps.” At the time that UCLA Health sent this notification letter to  
28 patients of Dr. Heaps, UCLA Health was aware of specific allegations against Dr. Heaps and

1 of the then-ongoing California Medical Board Investigation of Dr. Heaps.

2       89. All of the actions of Dr. Heaps alleged in the following causes of action were  
3 ratified and approved by the officers or managing agents of the UC Regents. Further, the UC  
4 Regents had notice of Dr. Heaps' unfitness in advance of his sexual battery and harassment of  
5 Plaintiffs, yet failed to take corrective action to protect Plaintiffs or other students or patients.  
6 Despite this notice, the UC Regents allowed Dr. Heaps to remain employed and left him in a  
7 position where he could molest, batter, and harass Plaintiffs, other patients, and students.

8       90. The UC Regents condoned and ratified the conduct of Dr. Heaps by their  
9 advance notice of Dr. Heaps' unfitness at work, by their failure to make required reports of  
10 suspected abuse, and by their failure to take immediate corrective action to protect Plaintiffs  
11 and other patients (including students) from further harm after reports — and formal  
12 California Medical Board investigations — of Dr. Heaps' sexual assault of patients.

13       91. As discussed throughout, Defendant UC Regents also failed to put in place  
14 appropriate safeguards to prevent foreseeable harm to female gynecological patients, including  
15 imposition of a policy providing for the mandatory presence of an independent and  
16 appropriately trained chaperone, to prevent, deter, and report any misconduct in the context of  
17 gynecological examinations and procedures. Defendant UC Regents also failed adequately (or  
18 at all) to train its employees and agents in how to recognize and report any sexual or medical  
19 battery or harassment.

20       92. The female chaperones who were at times in the room during Dr. Heaps' sexual  
21 battery and harassment of Plaintiffs acted recklessly and negligently, in that they failed to  
22 reasonably perform their duties as a chaperone and failed to act with the ordinary care one  
23 would expect. The chaperones — on information and belief, employees of the UC Regents —  
24 failed to raise any alarms during Dr. Heaps' misconduct (which they witnessed) or take any  
25 other reasonably expected actions to prevent or stop the misconduct, despite being aware of  
26 the lack of medical necessity of Dr. Heaps' touching and comments to Plaintiffs. Further, on  
27 information and belief, the chaperones did not report Dr. Heaps' misconduct.

28       93. Plaintiffs are now informed and believe, and based thereon allege, that the UC

1 Regents further breached its duties owed to Plaintiffs and other patients by, among other  
2 things, failing to conduct reasonable investigation and/or due diligence prior to hiring  
3 individuals assigned to assist Dr. Heaps during the relevant time period, including those  
4 charged with the important task of chaperoning gynecological examinations.

5 94. On information and belief, one nurse/chaperone employed by UCLA Health  
6 from in or about 2003 until in or about 2016 was retained despite the fact that she was — in or  
7 about 2008 — criminally charged with welfare fraud and perjury, and pleaded guilty to  
8 welfare fraud. On information and belief, during the time she was employed by the UC  
9 Regents, this nurse/chaperone was also a defendant in a civil harassment suit. It is unclear  
10 why such an individual would be hired into a position of trust, with access to private patient  
11 medical and personal information. Nor is it clear why such a person would be called upon to  
12 act as a chaperone and purportedly safeguard women's well-being and safety.

13 95. In addition, on information and belief, during the time in which she was  
14 employed by UCLA as a nurse/chaperone in the office of Dr. Heaps, this nurse/chaperone was  
15 charged with driving under the influence of alcohol and was again (the next year) charged  
16 with driving under the influence of drugs and alcohol. On information and belief, in both  
17 instances, the nurse/chaperone pleaded no contest in response to the charges.

18 96. As a result of these charges, on information and belief, the Board of Vocational  
19 Nursing and Psychiatric Technicians, Department of Consumer Affairs, initiated proceedings  
20 against this individual's nursing license (the "Accusation"). The Accusation alleges that this  
21 nurse/chaperone's medical records indicated that she took a bottle of Xanax pills causing her  
22 to "black out" while driving. The Accusation also alleges that an outpatient program  
23 diagnosed her with "unspecified alcohol dependence, unspecified drinking behavior, and  
24 sedative, hypnotic, or anxiolytic dependence." Quite obviously, the UC Regents was on  
25 notice that this nurse was unfit to perform the duties for which she was employed, including  
26 chaperoning gynecological procedures and providing medical treatment to patients.

27 97. Dr. Heaps' misconduct, the chaperones' silence and inaction — and the UC  
28 Regents' cover up — has resulted in tremendous harm to Plaintiffs. The physical and

psychological aftermath of Dr. Heaps' conduct has been severe for Plaintiffs. Since coming to understand what was done to them, they have suffered from shock, humiliation, embarrassment, and other forms of severe emotional distress. This has resulted in sleeplessness, lack of focus, anxiety, flashbacks, and other physical and psychological manifestations of the distress caused by Defendants' egregious acts.

### **THE PARTIES**

98. Plaintiff Jane Doe 20 currently resides in the County of San Diego, State of California.

99. Plaintiff Jane Doe 21 currently resides in the County of Los Angeles, State of California.

100. Plaintiff Jane Doe 22 currently resides in the County of Los Angeles, State of California.

101. Plaintiff Jane Doe 23 currently resides in the County of Los Angeles, State of California.

102. Plaintiff Jane Doe 24 currently resides in the County of Los Angeles, State of California.

103. Plaintiff Jane Doe 25 currently resides in the County of Los Angeles, State of California.

104. Plaintiff Jane Doe 26 currently resides in the County of Los Angeles, State of California.

105. Plaintiff Jane Doe 27 current resides in in the County of Los Angeles, State of California.

106. Plaintiff Jane Doe 28 current resides in in the County of Los Angeles, State of California.

107. Plaintiff Jane Doe 29 current resides in in the County of Los Angeles, State of California.

108. Defendant UC Regents is, and at all times relevant hereto was, a California Corporation having its principal place of business in the State of California. Upon information



1 and belief, the UC Regents is the governing body of the University of California and exercises  
2 the ultimate dominion and control of the same. UCLA is an educational institution of higher  
3 learning.

4 109. Plaintiffs are informed and believe, and on that basis allege, that UC Regents  
5 owned, operated, and maintained UCLA Health, through which medical services were  
6 provided to Plaintiffs, pursuant to licenses issued by the California State Department of  
7 Health, and provided health care as healthcare facilities.

8 110. Plaintiffs are informed and believe, and on that basis allege, that Defendant  
9 Dr. Heaps is, and at all times relevant hereto was, an individual residing in the State of  
10 California. At all times mentioned herein, Dr. Heaps was a physician licensed by the State of  
11 California to practice medicine, and was the employee and/or agent of the UC Regents.

12 111. Plaintiffs are ignorant of the true name of the female nurses/chaperones that  
13 were in the room during Dr. Heaps' sexual battery and harassment of Plaintiffs, and therefore  
14 sue these defendants as Roes 1 through 5. Upon information and belief, Plaintiffs allege that  
15 Roes 1 through 5 were nurses employed by the UC Regents. Plaintiffs will amend this  
16 Complaint to allege Defendants Roes 1 through 5's true names and capacities when it has been  
17 ascertained or upon proof at trial. Plaintiffs allege that Roes 1 through 5 are legally  
18 responsible in some manner for the occurrences and damages alleged herein and/or are jointly  
19 and severally liable.

20 112. Plaintiffs are ignorant of the true names and capacities of defendants sued as  
21 Roe Nos. 6 through 20, inclusive, and sue these Roe defendants by these fictitious names.  
22 Plaintiffs will amend this Complaint to allege their true names and capacities when they have  
23 been ascertained or upon proof at trial. Plaintiffs allege that each of the fictitiously named  
24 Roe defendants is legally responsible in some manner for the occurrences and damages  
25 alleged herein and/or is jointly and severally liable for the obligations of the other defendants.

26 113. Plaintiffs are informed and believe, and based thereon allege, that at all times  
27 relevant each of the defendants, including the Roe Defendants, was the agent, employee,  
28 manager, supervisor, owner, servant, and joint venturer of each of the remaining Defendants



1 and that in doing the things alleged, was acting within the course, scope, and authority of such  
2 agency, employment, supervision, management, ownership, and joint venture, and with the  
3 consent and permission of each of the other Defendants. Unless otherwise indicated, all  
4 Defendants, including the Roe Defendants, are collectively referred to herein as the  
5 “Defendants.”

6 114. Plaintiffs are informed and believe, and on that basis allege, that, in addition to  
7 its own independent conduct, UC Regents is vicariously liable for the acts, misconduct, and  
8 omissions — both negligent and intentional — of Dr. Heaps and its other employees,  
9 including but not limited to the female chaperones who were in the examination room at the  
10 time of Dr. Heaps’ examination of Plaintiffs — as more particularly described above, pursuant  
11 to the doctrine of respondeat superior and California Government Code § 815.2. Dr. Heaps,  
12 the female chaperones, and others were acting in the course and scope of their employment at  
13 the time of the allegations herein.

14 115. Once the 90-day wait period pursuant to Code of Civil Procedure § 364 expires  
15 without resolution, Plaintiffs intend to amend their complaint to add a claim of professional  
16 negligence against Defendants.

17 116. In the event that Dr. Heaps is convicted of felonies for the conduct alleged  
18 herein, Plaintiffs request leave to amend this Complaint, such that a request for attorneys’ fees  
19 can be made against Dr. Heaps and Defendants pursuant to Code of Civil Procedure § 1021.4.

## 20 **JURISDICTION AND VENUE**

21 117. This Court has personal jurisdiction of the UC Regents as it is, and at all times  
22 relevant hereto was, a California corporation doing business in California.

23 118. This Court has personal jurisdiction of Dr. Heaps as he is, and at all times  
24 relevant hereto was, an individual residing in the State of California.

25 119. At least some of the wrongful acts alleged herein occurred in the County of Los  
26 Angeles; thus, venue is properly in the County of Los Angeles.

1 **FIRST CAUSE OF ACTION**

2 **(Violations of Unruh Act by all Plaintiffs against all Defendants: Civil Code § 51)**

3 120. Plaintiffs incorporate Paragraphs 1 through 119 as though fully set forth herein.

4 121. Plaintiffs' civil rights were violated by Defendants when they abused and  
5 harassed Plaintiffs and when they intentionally and fraudulently concealed complaints of  
6 sexual exploitation, sexual abuse, sexual harassment, and molestation by Dr. Heaps from other  
7 patients. Plaintiffs had a right to be free from gender discrimination, sexual molestation,  
8 abuse, and harassment under the Unruh Civil Rights Act.

9 122. The Defendants were acting under the color of their authority and in the scope of  
10 their employment during the instances when Plaintiffs were patients at UCLA Health.

11 123. The Defendants denied Plaintiffs full and equal accommodations, advantages,  
12 facilities, privileges, and healthcare services because of their gender, by allowing Dr. Heaps  
13 unfettered access to sexually abuse Plaintiffs, by and through his position of authority as a  
14 UCLA Health gynecologist, by actively concealing from Plaintiffs the knowledge that  
15 Dr. Heaps was a serial sexual predator, which the UC Regents enabled and which conduct the  
16 UC Regents ratified.

17 124. By employing and retaining Dr. Heaps as a gynecologist at UCLA Health,  
18 despite their knowledge of reports of Dr. Heaps' sexually abusive nature, Defendants exposed  
19 female patients, including Plaintiffs, to Dr. Heaps' sexual abuse and harassment. Defendants'  
20 retention of Dr. Heaps denied Plaintiffs, and all of their other female patients, full and equal  
21 access to safe medical facilities, treatment, and services, based upon their gender.

22 125. The substantial motivating reason for the UC Regents' conduct of actively  
23 concealing numerous complaints of Dr. Heaps' sexually abusive nature was Plaintiffs' gender,  
24 as Defendants knew that only its female patients would seek gynecological treatment from  
25 Defendant Heaps and, thus, would be unwittingly subjected to his sexual assault, battery, and  
26 harassment.

27 126. As a direct and proximate result of Defendants' tortious acts, omissions,  
28 wrongful conduct, and breaches of their duties, Plaintiffs have suffered substantial general,

1 special, and consequential damage in an amount to be proven at trial, but in no event less than  
2 the minimum jurisdictional amount of this Court.

3 127. As a further direct and proximate result of Defendants' collective and concerted  
4 wrongful actions, as herein alleged, Plaintiffs have been hurt in their health, strength, and  
5 activity. Plaintiffs have sustained permanent and continuing injury to their nervous systems  
6 and person, which has caused and continues to cause great mental and physical pain, suffering,  
7 fright, upset, grief, worry, and shock in an amount according to proof at trial but in no event  
8 less than the jurisdictional minimum requirements of this Court.

### 9 **SECOND CAUSE OF ACTION**

#### 10 **(Violations of Bane Act by all Plaintiffs against all Defendants: Civil Code § 52.1)**

11 128. Plaintiffs incorporate Paragraphs 1 through 127 as though fully set forth herein.

12 129. Defendants' actions, as alleged herein, have and will continue to interfere with  
13 Plaintiffs' right to be free from gender discrimination in the form of sexual harassment,  
14 codified under Cal. Civ. Code § 52.1.

15 130. During Plaintiffs' time as patients at UCLA Health, Defendants engaged in  
16 oppressive and unlawful tactics in abusing and harassing Plaintiffs, as well as ignoring,  
17 concealing, and suppressing other patients' complaints of being sexually exploited and abused  
18 by Dr. Heaps. These intentional acts of concealment of Dr. Heaps' abusive behavior violated  
19 Plaintiffs' right to be free from discrimination on the basis of their gender, under Cal. Civ.  
20 Code § 52.1.

21 131. Defendants' wrongful conduct was intended to, and did successfully interfere  
22 with Plaintiffs' Constitutional rights to be free from gender discrimination and harassment, as  
23 well as interfered with their rights of Due Process under the United States' Constitution,  
24 specifically the Fifth and Fourteenth Amendments.

25 132. Defendants unlawfully and wrongfully used, or employed others to wrongfully  
26 use, threats, intimidation, harassment, violence, and coercion over Plaintiffs' persons, to which  
27 Plaintiffs, who did not have knowledge that the conduct in which Defendants were engaging  
28 was not medically necessary, had no relief except to submit to the Defendants' wrongful

1 threats, intimidation, harassment, violence, and coercion, which rendered Plaintiffs'  
2 submission involuntary.

3 133. Defendants' above-noted actions were the legal and proximate causes of  
4 physical, psychological, and emotional damages to Plaintiffs, who have suffered and continue  
5 to suffer to this day. The actions of Defendants have also resulted in Plaintiffs incurring, and  
6 will require them to incur into the future, expenses for medical and psychological treatment,  
7 therapy, and counseling.

8 134. As a result of the above-described conduct, Plaintiffs have suffered and continue  
9 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of  
10 emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of  
11 enjoyment of life; have suffered and continue to suffer and were prevented and will continue  
12 to be prevented from performing daily activities and obtaining the full enjoyment of life; and  
13 have incurred and will continue to incur expenses for medical and psychological treatment,  
14 therapy, and counseling.

15 135. In subjecting Plaintiffs to the wrongful treatment described herein, Defendants  
16 acted willfully and maliciously with the intent to harm Plaintiffs, and in conscious disregard of  
17 Plaintiffs' rights, entitling Plaintiffs to compensatory damages in a sum to be shown according  
18 to proof, emotional distress damages in a sum to be shown according to proof, punitive and/or  
19 exemplary damages (with regard to Dr. Heaps), attorney's fees, other damages pursuant to  
20 Civil Code § 52(b)(1), and a temporary restraining order or a preliminary or permanent  
21 injunction ordering Defendants to refrain from conduct or activities as alleged herein, stating  
22 "VIOLATION OF THIS ORDER IS A CRIME PUNISHABLE UNDER SECTION 422.77  
23 OF THE PENAL CODE," and other such relief as the court deems proper.

24 136. In subjecting Plaintiffs to the wrongful treatment herein described, Dr. Heaps  
25 acted willfully and maliciously with the intent to harm Plaintiffs, and in conscious disregard of  
26 Plaintiffs' rights, so as to constitute malice and oppression under California Civil Code §  
27 3294. Plaintiffs are therefore entitled to the recovery of punitive damages against Dr. Heaps,  
28 in an amount to be determined according to proof.

**THIRD CAUSE OF ACTION**

**(Committing and Enabling Sexual Harassment by all Plaintiffs against all**

**Defendants: Civil Code § 51.9)**

137. Plaintiffs incorporate Paragraphs 1 through 136 as though fully set forth herein.

138. During Plaintiffs' time as patients at UCLA Health, Defendants intentionally, recklessly, and wantonly committed, enabled, and omitted, acts which resulted in harmful and offensive contact with intimate parts of Plaintiffs' persons, including but not limited to: performing overly-lengthy pelvic examinations for his own sexual gratification, performing ultrasound procedures and breast exams in a sexual manner, and making sexually inappropriate comments to Plaintiffs, which Plaintiffs have now come to understand were without medical justification, all under the supervision of Defendant the UC Regents. Female chaperones who were at times in the room during Plaintiffs' examinations by Dr. Heaps sat silently as Plaintiffs were mistreated.

139. During Plaintiffs' time as patients at UCLA Health, Defendants also intentionally, recklessly, and wantonly made, and enabled, what Plaintiffs have now come to understand were sexual and exploitative statements of a prurient nature, based on Plaintiffs' gender that were unwelcome, pervasive, and severe, all under the supervision of Defendant UC Regents. Again, the female chaperones who were at times in the room during Plaintiffs' examinations sat silently as Plaintiffs were subjected to these comments.

140. The incidents of abuse outlined herein took place while Plaintiffs were under the control of Dr. Heaps and Defendant UC Regents in their capacities and positions as a physician and as a supervisor of physicians, medical professionals, and other staff at Defendants' premises, and while acting specifically on behalf of Defendants' herein.

141. Because of Plaintiffs' relationships with Defendants Dr. Heaps and the UC Regents; Dr. Heaps' status as a prominent, highly compensated gynecologist employed by Defendant UC Regents and promoted on the UCLA Health website as a highly skilled physician; and Plaintiffs' vulnerability as gynecological patients, Plaintiffs were unable to easily terminate the relationship they had with the Defendants.

142. Because of Dr. Heaps' status, position of authority, physical seclusion of Plaintiffs, Plaintiffs' mental and emotional state, Plaintiffs' vulnerable position, and the fact that Plaintiffs did not understand that Dr. Heaps' conduct was not medically necessary, Plaintiffs were unable to, did not, and could not give consent to such acts.

143. Even though Defendant UC Regents knew or should have known of these pervasive, illegal, and inappropriate activities by Dr. Heaps, the UC Regents did nothing to investigate, supervise, or monitor Dr. Heaps to ensure the safety of the patients in their charge. Nor did Defendant UC Regents put in place — or enforce — safeguards to prevent foreseeable harm to female gynecological patients, including imposition of a policy providing for the mandatory presence of an independent and properly trained chaperone, to prevent, deter, and report any misconduct in the context of gynecological examinations and procedures. Defendant UC Regents also failed adequately (or at all) to hire appropriate chaperones or train its employees and agents in how to recognize and report any sexual or medical battery or harassment.

144. With regard specifically to the liability hereunder of Defendant UC Regents, a corporation is a "person" within the meaning of Civil Code § 51.9, which subjects persons to liability for sexual harassment within a business, service, or professional relationship, and such an entity defendant may be held liable under this Statute for the acts of its employees. See *C.R. v. Tenet Healthcare Corp.*, 169 Cal.App.4th 1094 (2009). Further, principles of ratification apply when the principal ratifies the agent's originally unauthorized harassment, as is alleged to have occurred herein.

145. Defendants' conduct (and the conduct of their agents, servants, and/or employees) was a breach of their duties to Plaintiffs.

146. As a result of the above-described conduct, Plaintiffs have suffered and continue to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; have suffered and continue to suffer and were prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of

life; and/or have incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

#### **FOURTH CAUSE OF ACTION**

##### **(Battery by all Plaintiffs against all Defendants)**

147. Plaintiffs incorporate Paragraphs 1 through 146 as though fully set forth herein.

148. During the course of treatment of Plaintiffs, Dr. Heaps used his powers and abilities as a physician, and his knowledge and background and access to Plaintiffs, to sexually batter Plaintiffs, knowing that they would be vulnerable to this type of sexual battery. As described herein with regard to certain or all Plaintiffs, Dr. Heaps performed overly-lengthy pelvic exams for his own gratification and performed ultrasound procedures and breast exams in a sexual manner which Plaintiffs now understand were designed to sexually stimulate Plaintiffs and gratify himself, without medical justification, all under the supervision of the UC Regents.

149. The female chaperones who were at times in the room during the visits enabled the sexual battery and assault of Plaintiffs by failing to reasonably perform their duties as chaperones and failing to raise any alarms during Dr. Heaps' misconduct or take any other reasonably expected actions to prevent the harm inflicted upon Plaintiffs.

150. Had Dr. Heaps not been in a position of power and authority over Plaintiffs and had Plaintiffs not been treated by Defendants, Plaintiffs would have never permitted such sexual contact by Dr. Heaps, which acts (they now understand) constituted a harmful or offensive touching and battery upon their persons.

151. Plaintiffs did not consent to the sexualized touching and sexual contact.

152. Dr. Heaps' conduct was within the course and scope of his employment with Defendants, and each of them, and was ratified by Defendants and each of them who had advance notice of this misconduct. All of the conduct occurred during the course and scope of Dr. Heaps' employment at UCLA. Plaintiffs suffered severe emotional distress and physical injury as a result of Dr. Heaps' misconduct and damages as otherwise alleged in this complaint. In addition, at the time they were in the examination room and while they were



1 witnessing Dr. Heaps' battery of Plaintiffs, the female chaperones were acting in the course  
2 and scope of their employment with UCLA.

3 153. Defendant UC Regents is vicariously liable for the conduct alleged herein  
4 because, even though Defendant UC Regents knew of these pervasive, illegal, and  
5 inappropriate activities by Dr. Heaps, the UC Regents did nothing to investigate, supervise, or  
6 monitor Dr. Heaps to ensure the safety of the patients in his charge. Nor did Defendant UC  
7 Regents put in place — or enforce — safeguards to prevent foreseeable harm to female  
8 gynecological patients, including imposition of a policy providing for the mandatory presence  
9 of a properly-trained independent chaperone, to prevent, deter, and report any misconduct in  
10 the context of gynecological examinations and procedures. Defendant UC Regents also failed  
11 to adequately (or at all) train its employees and agents in how to recognize and report any  
12 sexual or medical battery or harassment. Instead, Defendant UC Regents allowed Dr. Heaps  
13 to continue to perform gynecological examinations of female patients despite knowledge that  
14 he had committed battery, sexual battery, and assault in the past.

15 154. In doing the acts alleged herein, Dr. Heaps used the power and authority  
16 conferred upon him by Defendants UC Regents to get access to patients such as Plaintiffs. It  
17 is predictable and foreseeable, given Defendants' knowledge of Dr. Heaps' prior misconduct  
18 and its negligent supervision of Dr. Heaps, and failure put in place — or enforce — safeguards  
19 to prevent foreseeable harm to female gynecological patients, that someone in Dr. Heaps'  
20 position would abuse the power and authority the UC Regents conferred upon him by  
21 engaging in assaultive conduct. As such, Dr. Heaps' conduct is incident to his agency with the  
22 UC Regents, so as to be fairly attributable to them.

23 155. As a proximate result of the above, Plaintiffs suffered damages as otherwise  
24 alleged in this Complaint.

25 156. Dr. Heaps' conduct alleged herein was despicable, and was done willfully and/or  
26 with a conscious disregard of Plaintiffs' rights, and/or intentionally, maliciously, or in reckless  
27 disregard of the high probability of injury to Plaintiffs and others. Defendants, and each of  
28 them, were in a special relationship with Plaintiffs by virtue of the fact that they were patients

1 at UCLA Health and receiving their services.

2 157. Defendants, and each of them, further knew that Plaintiffs were especially  
3 vulnerable and susceptible to injury by persons such as Dr. Heaps in the absence of adequate  
4 supervision, and by reason of the authority the UC Regents vested in Dr. Heaps. The UC  
5 Regents acted in conscious disregard of the rights and safety of Plaintiffs by ignoring the  
6 danger posed by Dr. Heaps, and by putting him in a position of trust and authority over  
7 Plaintiffs, and failing to take proper steps to protect Plaintiffs and other patients. It was  
8 reasonably foreseeable Plaintiffs would receive physical injury and severe emotional distress  
9 as a result of Dr. Heaps' malfeasance. Defendant UC Regents' conduct in this regard was  
10 done with the intent to cause injury to Plaintiffs and/or done with a conscious disregard of the  
11 rights and safety of Plaintiffs.

12 158. In subjecting Plaintiffs to the wrongful treatment herein described, Defendant  
13 Heaps acted willfully and maliciously with the intent to harm Plaintiffs, and in conscious  
14 disregard of Plaintiffs' rights, so as to constitute malice and oppression under California Civil  
15 Code § 3294. Plaintiffs are therefore entitled to the recovery of punitive damages against  
16 Defendant Heaps, in an amount to be determined according to proof.

17 **FIFTH CAUSE OF ACTION**

18 **(Sexual Battery by all Plaintiffs against all Defendants: Civil Code Section 1708.5)**

19 159. Plaintiffs incorporate Paragraphs 1 through 158 as though fully set forth herein.

20 160. During Plaintiffs' time as patients with Defendants, Dr. Heaps intentionally,  
21 recklessly, and wantonly did acts certain acts as alleged herein with regard to certain Plaintiffs  
22 which Plaintiffs now understand were intended to, and did, result in harmful and offensive  
23 contact with intimate parts of Plaintiffs' persons, including but not limited to: performing  
24 overly-lengthy pelvic exams designed to gratify himself and performing ultrasound procedures  
25 and breast exams in a sexual manner which Plaintiffs now understand were designed to  
26 sexually stimulate Plaintiffs and gratify himself, without medical justification, all under the  
27 supervision of the UC Regents.

28 161. Dr. Heaps did the aforementioned acts with the intent to cause a harmful or

1 offensive contact with an intimate part of Plaintiffs' persons that would offend a reasonable  
2 sense of personal dignity. Further, said acts did cause a harmful or offensive contact with an  
3 intimate part of Plaintiffs' person that would offend a reasonable sense of personal dignity.

4 162. Had Dr. Heaps not been in a position of power and authority over Plaintiffs and  
5 had they not been treated by Defendants, they would have never permitted such sexual contact  
6 by Dr. Heaps.

7 163. Plaintiffs did not consent to this sexualized touching and sexual contact.

8 164. Dr. Heaps' conduct was within the course and scope of his employment with  
9 Defendants, and each of them, and was ratified by Defendants and each of them who had  
10 advance notice of this misconduct. All of the conduct occurred during the course and scope of  
11 Dr. Heaps' employment at UCLA. Plaintiffs suffered severe emotional distress and physical  
12 injury as a result of Dr. Heaps' misconduct and damages as otherwise alleged in this  
13 complaint.

14 165. At the time they were in the examination room and while they were witnessing  
15 Dr. Heaps' battery of Plaintiffs, the female chaperones were acting in the course and scope of  
16 their employment with UCLA.

17 166. Defendant UC Regents is vicariously liable for the conduct alleged herein  
18 because, even though Defendant UC Regents knew of these pervasive, illegal, and  
19 inappropriate activities by Dr. Heaps, the UC regents did nothing to investigate, supervise, or  
20 monitor Dr. Heaps to ensure the safety of the patients in his charge. Nor did Defendant UC  
21 Regents put in place — or enforce — safeguards to prevent foreseeable harm to female  
22 gynecological patients, including imposition of a policy providing for the mandatory presence  
23 of a properly trained independent chaperone to prevent, deter, and report any misconduct in  
24 the context of gynecological examinations and procedures. Defendant UC Regents also failed  
25 adequately (or at all) to train its employees and agents in how to recognize and report any  
26 sexual or medical battery or harassment. Instead, Defendant UC Regents allowed Dr. Heaps  
27 to continue to perform gynecological examinations of female patients despite knowledge that  
28 he had committed battery and sexual battery and assault in the past.

167. In doing the acts alleged herein, Dr. Heaps used the power and authority conferred upon him by Defendants UC Regents to get access to patients such as Plaintiffs. It is predictable and foreseeable, given Defendants' knowledge of Dr. Heaps' prior misconduct and its negligent supervision of Dr. Heaps, and failure put in place — or enforce — safeguards to prevent foreseeable harm to female gynecological patients, that someone in Dr. Heaps' position would abuse the power and authority the UC Regents conferred upon him by engaging in assaultive conduct. As such, Dr. Heaps conduct is incident to his agency with the UC Regents, so as to be fairly attributable to them.

168. As a proximate result of the above, Plaintiffs suffered damages as otherwise alleged in this Complaint. As a direct, legal, and proximate result of Dr. Heaps' conduct, Plaintiffs sustained serious and permanent injury to their person, all of this damage in an amount to be shown according to proof and within the jurisdiction of the Court.

169. Plaintiffs are informed and believe and based thereon allege that the conduct of Dr. Heaps was oppressive, malicious, and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and was carried out with a conscious disregard of Plaintiffs' right to be free from tortious behavior, such as to constitute oppression, fraud, or malice pursuant to California Civil Code § 3294, entitling Plaintiffs to punitive damages against Dr. Heaps in an amount appropriate to punish and set an example of Dr. Heaps and send a cautionary message to others similarly situated.

### **SIXTH CAUSE OF ACTION**

#### **(Intentional Infliction of Emotional Distress by all Plaintiffs against all Defendants)**

170. Plaintiffs incorporate Paragraphs 1 through 169 as though fully set forth herein.

171. The conduct of defendants UC Regents and Dr. Heaps toward Plaintiffs, as described herein, was outrageous and extreme.

172. A reasonable person would not expect or tolerate the sexual harassment, exploitation, molestation, and abuse of Plaintiffs by Dr. Heaps, nor tolerate or expect the UC Regents' knowledge of, and callous indifference to, the abuse. Plaintiffs had great faith, trust, and confidence in Defendants, which, by virtue of Defendants' wrongful conduct, has now

1 turned to fear, shame, and humiliation.

2 173. A reasonable person would not expect or tolerate the UC Regents placing  
3 Dr. Heaps — who was known to the UC Regents to have physically and sexually abused other  
4 patients — in a position of care of Plaintiffs, which enabled Dr. Heaps to have access to Plaintiffs  
5 so that he could commit wrongful sexual acts, including the conduct described herein.

6 174. A reasonable person would not expect or tolerate the Defendants, their agents,  
7 servants, and/or employees to be incapable of supervising, preventing, and stopping Dr. Heaps  
8 from committing wrongful sexual acts with patients, including Plaintiffs, or to be incapable or  
9 unwilling to supervise Dr. Heaps. A reasonable person would not expect a chaperone whose  
10 presence was supposed to ensure Plaintiffs' comfort and safety during a gynecological exam  
11 would sit idly by and not say anything while Plaintiffs were being sexually abused by a  
12 physician. A reasonable person would not expect that UCLA would not vet its  
13 nurse/chaperones to determine whether they have criminal histories and remove them from  
14 their positions when it is clear that they have alcohol and drug dependencies. Indeed the  
15 presence — at times — of a silent chaperone has now further exacerbated Plaintiffs' extreme  
16 embarrassment and harm as they were subjected to what they now understand to be  
17 misconduct with a silent audience.

18 175. Defendants' conduct described herein was intentional and malicious and done  
19 for the purpose of causing or with the substantial certainty that Plaintiffs would suffer  
20 humiliation, mental anguish, and emotional and physical distress.

21 176. As a result of the above-described conduct, Plaintiffs have suffered and continue  
22 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of  
23 emotional distress including embarrassment, loss of self-esteem, disgrace, shame, humiliation,  
24 and loss of enjoyment of life; have suffered and continue to suffer and was prevented and will  
25 continue to be prevented from performing daily activities and obtaining the full enjoyment of  
26 life; and have incurred and will continue to incur expenses for medical and psychological  
27 treatment, therapy, and counseling.

28 177. In subjecting Plaintiffs to the wrongful treatment described herein, Dr. Heaps

acted willfully and maliciously with the intent to harm Plaintiffs, and in conscious disregard of their rights, so as to constitute malice and oppression under California Civil Code § 3294. Plaintiffs are therefore entitled to recover punitive damages against Defendant Heaps, in an amount to be determined by the court.

### **SEVENTH CAUSE OF ACTION**

#### **(Negligent Infliction of Emotional Distress by all Plaintiffs against all Defendants)**

178. Plaintiffs incorporate Paragraphs 1 through 177 as though fully set forth herein.

179. A reasonable person would not expect or tolerate the sexual harassment, exploitation, molestation, and abuse of Plaintiffs by Dr. Heaps, nor tolerate or expect the UC Regents' knowledge of and callous indifference to the abuse. Plaintiffs had great faith, trust, and confidence in Defendants, which, by virtue of Defendants' wrongful conduct, turned to fear, shame, and humiliation.

180. A reasonable person would not expect or tolerate the UC Regents placing Dr. Heaps — who was known to the UC Regents to have physically and sexually abused other patients — in a position of care of Plaintiffs, which enabled Dr. Heaps to have access to Plaintiffs so that he could commit wrongful sexual acts, including the conduct described herein.

181. A reasonable person would not expect or tolerate the Defendants, their agents, servants, and/or employees to be incapable of supervising, preventing, and stopping Dr. Heaps from committing wrongful sexual acts with patients, including Plaintiffs, or to be incapable or unwilling to supervise Dr. Heaps. A reasonable person would not expect a chaperone whose presence was supposed to ensure Plaintiffs' comfort and safety during a gynecological exam would sit idly by and not say anything while Plaintiffs were being sexually abused by a physician. A reasonable person would not expect that UCLA would not vet its nurse/chaperones to determine whether they have criminal histories and remove them from their positions when it is clear that they have alcohol and drug dependencies. Indeed looking back now on what they understand to be sexual abuse, the presence — at times — of silent chaperones has further exacerbated Plaintiffs' extreme embarrassment and harm as they were subjected to the misconduct with a silent audience.

182. Defendants had a special relationship with Plaintiffs and/or had undertaken an obligation to them that necessarily implicated Plaintiffs' emotional well-being. Specifically, Defendants had a duty to take reasonable measures to prevent harm to Plaintiffs and to protect them from Dr. Heaps.

183. There was an especially likely risk that Defendants' negligent actions and inactions would cause serious emotional distress to Plaintiffs. Defendants' failure to take reasonable steps to institute safeguards to prevent sexual abuse and harassment caused Plaintiffs tremendous harm.

184. Defendants' negligence was a substantial factor in causing Plaintiffs serious emotional distress.

### **EIGHTH CAUSE OF ACTION**

#### **(Negligent Supervision and Retention by all Plaintiffs against UC Regents)**

185. Plaintiffs incorporate Paragraphs 1 through 184 as though fully set forth herein.

186. By virtue of Plaintiffs' special relationship with the UC Regents as patients, and the UC Regents' relation to Dr. Heaps, Defendants owed Plaintiffs a duty not to retain Dr. Heaps, given his dangerous and exploitative propensities, which Defendants knew or should have known about.

187. Defendants expressly and implicitly represented that Dr. Heaps was a legitimate gynecologist, and not a sexual threat to his female patients. As discussed throughout, Dr. Heaps was well-compensated (a fact that was publically reported) and was acclaimed on UCLA' websites as a highly skilled and professional physician.

188. At no time during the periods of time alleged herein did the UC Regents have in place a reasonable system or procedure to investigate, supervise, and monitor its UCLA physicians and healthcare personnel, including Dr. Heaps, to prevent sexual harassment, sexual exploitation, molestation, and abuse of patients, nor did they implement a system or procedure to oversee or monitor conduct toward patients and others in their care.

189. The UC Regents were aware, or should have been aware, and understood how vulnerable gynecological patients were to sexual harassment, sexual exploitation, molestation,



1 and abuse by physicians and other persons of authority within the control of the UC Regents  
2 prior to Plaintiffs' sexual abuse and exploitation by Dr. Heaps. As a result, Defendant UC  
3 Regents should have put in place appropriate safeguards to prevent foreseeable harm to female  
4 gynecological patients, including imposition of a policy providing for the mandatory presence  
5 of an independent, properly-trained chaperone to prevent, deter, and report any misconduct in  
6 the context of gynecological examinations and procedures. Defendant UC Regents also failed  
7 adequately (or at all) to train its employees and agents in how to recognize and report any  
8 sexual or medical battery or harassment.

9       190. In fact, on information and belief, Defendant UC Regents knowingly hired at  
10 least one individual which the UC Regents knew or should have known had a history of  
11 criminality and fraud, and who — during the course of her employment as a nurse/chaperone  
12 in Dr. Heaps' office — was arrested multiple times for DUIs stemming from alcohol and  
13 prescription drug abuse. Defendant UC Regents thus further failed in their duty to provide  
14 appropriate and skilled staff who could properly oversee intimate examinations and protect  
15 female patients.

16       191. The UC Regents were put on notice, and should have known, that Dr. Heaps had  
17 previously engaged, and continued to engage, in unlawful sexual conduct with female patients,  
18 and that it was foreseeable, or should have been foreseeable, that Dr. Heaps was engaging in,  
19 or would engage in, misconduct directed towards Plaintiffs and others, under the protection of  
20 the authority, confidence, and trust bestowed upon him through the UC Regents, their agents,  
21 servants, and employees.

22       192. The UC Regents were placed on actual or constructive notice that Dr. Heaps had  
23 molested or was molesting female patients during his employment. Defendants had  
24 knowledge of inappropriate conduct, exploitation, and serial molestations committed by  
25 Dr. Heaps during his employment, yet chose to allow him to interact with patients, including  
26 Plaintiffs.

27       193. Despite the fact that the UC Regents knew, or should have known, of these  
28 sexually exploitive activities being perpetrated by Dr. Heaps, the UC Regents failed to use

reasonable care in investigating Dr. Heaps and did nothing to reasonably investigate, supervise, monitor, or terminate Dr. Heaps to ensure the safety of their patients.

194. The UC Regents' conduct in enabling Dr. Heaps to serially sexually assault his female patients was a long-standing, gross, and inexcusable violation of the duty of care owed to Plaintiffs.

195. Because the UC Regents:

- (a) Had actual knowledge of the sexual exploitation, abuse, and harassment being committed by Dr. Heaps;
- (b) Failed to take action such as firing Dr. Heaps, reporting him to the police, or reporting him to the California State Medical Board as mandated by Federal Laws;
- (c) Consciously and intentionally enabled Dr. Heaps to continue to sexually exploit, abuse, and harass female patients by failing to take any of the above action;
- (d) Consciously and intentionally kept all of Dr. Heaps' exploitative, abusive, and harassing behaviors secrets from patients and the public at large; and
- (e) Failed to employ or train appropriate nurse/chaperones who could oversee intimate examinations and report misbehavior;

the UC Regents have enabled and permitted the conduct of Dr. Heaps as set forth herein.

196. The UC Regents, their agents, servants, and/or employees knew Dr. Heaps was sexually exploiting, abusing, and harassing female patients and refused to take any action to stop him. Moreover, the UC Regents, their agents, servants, and/or employees hid this information so Dr. Heaps could continue to work for UCLA, its clinics and facilities. With knowledge of Dr. Heaps' sexual misconduct, no disciplinary action was taken by the UC Regents and he was allowed to continue to interact with patients, including Plaintiffs. The UC Regents, their agents, servants, and/or employees are thus responsible for Dr. Heaps' acts of sexual exploitation, sexual assault, battery, and harassment.

197. As a result of the above-described conduct, Plaintiffs have suffered and continue

1 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of  
2 emotional distress including embarrassment, loss of self-esteem, disgrace, shame, humiliation,  
3 and loss of enjoyment of life; have suffered and continue to suffer and were prevented and  
4 will continue to be prevented from performing daily activities and obtaining the full  
5 enjoyment of life; and have incurred and will continue to incur expenses for medical and  
6 psychological treatment, therapy, and counseling.

### 7 **NINTH CAUSE OF ACTION**

#### 8 **(Negligent Ratification by all Plaintiffs against the UC Regents)**

9 198. Plaintiffs incorporate Paragraphs 1 through 197 as though fully set forth herein.

10 199. At all times relevant herein, each Defendant was the agent, partner, joint  
11 venturer, representative, servant, employee and/or co-conspirator of each of the other  
12 Defendants, and was at all times mentioned herein acting within the course and scope of said  
13 agency and employment, and that all acts or omissions alleged herein were duly committed  
14 with the ratification, knowledge, permission, encouragement, authorization, and consent of  
15 each Defendant designated herein.

16 200. Defendants and each of them were agents, principals, joint venturers, partners,  
17 representatives, servants, employees, and/or co-conspirators of each of the other Defendants.  
18 Each Defendant condoned and ratified the conduct of all other defendants, and was at all times  
19 mentioned herein acting within the course and scope of said agency and employment,  
20 authority, and ratification.

21 201. The UC Regents learned Dr. Heaps had molested or was molesting female  
22 patients during his employment. Defendants had knowledge of inappropriate conduct and  
23 exploitation committed by Dr. Heaps during his employment, yet chose to allow him to  
24 continue interacting with patients, including Plaintiffs.

25 202. Despite the fact that the UC Regents learned about these sexually exploitive  
26 activities being perpetrated by Dr. Heaps, the UC Regents failed to use reasonable care in  
27 investigating Dr. Heaps and did nothing to reasonably investigate, supervise, monitor, or  
28 terminate Dr. Heaps to ensure the safety of their patients.

203. In fact, on information and belief, Defendant UC Regents knowingly hired at least one individual which the UC Regents knew or should have known had a history of criminality and fraud, and who — during the course of her employment as a nurse/chaperone in Dr. Heaps’ office — was arrested multiple times for DUIs stemming from alcohol and prescription drug abuse. Defendant UC Regents thus further failed in their duty to provide appropriate and skilled staff who could properly oversee intimate examinations and protect female patients.

204. The UC Regents’ conduct in enabling Dr. Heaps to serially sexually assault his female patients was a long-standing, gross, and inexcusable violation of the duty of care owed to Plaintiffs.

205. Because the UC Regents:

- (a) Had actual knowledge of the sexual exploitation, abuse, and harassment being committed by Dr. Heaps;
- (b) Failed to take action such as firing Dr. Heaps, reporting him to the police, or reporting him to the California State Medical Board as mandated by Federal Laws;
- (c) Consciously and intentionally enabled Dr. Heaps to continue to sexually exploit, abuse, and harass female patients by failing to take any of the above action;
- (d) Consciously and intentionally kept all of Dr. Heaps’ exploitative, abusive, and harassing behaviors secrets from patients and the public at large; and
- (e) Failed to employ or train appropriate nurse/chaperones who could oversee intimate examinations and report misbehavior.

the UC Regents have ratified the conduct of Dr. Heaps as set forth herein.

206. The UC Regents, their agents, servants, and/or employees learned Dr. Heaps was sexually exploiting, abusing, and harassing female patients and refused take any action to stop him. Moreover, the UC Regents, their agents, servants, and/or employees hid this information so Dr. Heaps could continue to work for UCLA, its clinics and facilities. With

1 knowledge of Dr. Heaps' sexual misconduct, no disciplinary action was taken by the UC  
2 Regents, and Dr. Heaps was allowed to be alone with gynecological patients. The UC  
3 Regents, their agents, servants, and/or employees thus approved, ratified, and are responsible  
4 for Dr. Heaps' acts of sexual exploitation, sexual assault, battery, and sexual harassment.

5 207. As a result of the above-described conduct, Plaintiffs have suffered and continue  
6 to suffer great pain of mind and body, shock, emotional distress, physical manifestations of  
7 emotional distress including embarrassment, loss of self-esteem, disgrace, shame, humiliation,  
8 and loss of enjoyment of life; have suffered and continue to suffer and were prevented and  
9 will continue to be prevented from performing daily activities and obtaining the full  
10 enjoyment of life; and have incurred and will continue to incur expenses for medical and  
11 psychological treatment, therapy, and counseling.

## 12 **TENTH CAUSE OF ACTION**

### 13 **(Negligent Failure to Warn, Train, or Educate by all Plaintiffs against the UC** 14 **Regents)**

15 208. Plaintiffs incorporate Paragraphs 1 through 207 as though fully set forth herein.

16 209. Defendant UC Regents owed Plaintiffs a duty to take reasonable protective  
17 measures to safeguard Plaintiffs and other female patients from the risk of sexual battery by  
18 Dr. Heaps by properly warning, training, or educating others, including their own medical  
19 personnel, medical staff, administrators, and other agents, servants, and/or employees  
20 (including chaperones) about how to avoid such a risk and what to do when such inappropriate  
21 conduct is witnessed, reported, and/or discovered.

22 210. Defendant UC Regents breached its duty to take reasonable measures to protect  
23 Plaintiffs and other female patients from the risk of sexual harassment and abuse by  
24 Dr. Heaps, such as the failure to properly warn Plaintiffs and other patients about Dr. Heaps.

25 211. Defendant UC Regents breached its duty to take reasonable protective measures  
26 to safeguard Plaintiffs and other patients from the risk of sexual harassment and abuse by  
27 Dr. Heaps, by failing to supervise and stop employees, such as Dr. Heaps, and prevent them  
28 from committing sexually abusive and exploitive acts upon patients, including Plaintiffs.

212. In fact, on information and belief, Defendant UC Regents knowingly hired at least one individual which the UC Regents knew or should have known had a history of criminality and fraud, and who — during the course of her employment as a nurse/chaperone in Dr. Heaps’ office — was arrested multiple times for DUIs stemming from alcohol and prescription drug abuse. Defendant UC Regents thus further failed in their duty to provide appropriate and skilled staff who could properly oversee intimate examinations and protect female patients.

213. By breaching its duty, Defendant UC Regents unreasonably and wrongfully exposed Plaintiffs and other patients to sexual battery and abuse.

214. As a proximate result of the above-referenced conduct, Plaintiffs have suffered and continue to suffer great pain of mind and body, shock, emotional distress, shame, physical manifestations of emotional distress including embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; have suffered and continue to suffer and were prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; and/or have incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

### **ELEVENTH CAUSE OF ACTION**

#### **(Ordinary Negligence against by all Plaintiffs against Defendants UC Regents and Roes)**

215. Plaintiffs incorporates Paragraphs 1 through 214 as though fully set forth herein.

216. Defendants committed the negligent acts and/or negligent failures to act, as set forth above, and those acts caused the emotional and physical harm endured by Plaintiffs.

217. Defendants owed Plaintiffs a duty of care to act.

218. Defendants breached that duty of care by way of their conduct and failed to exercise reasonable care, as detailed and alleged above.

219. For example, the chaperones who were at times in the room during Dr. Heaps’ sexual assault and harassment of Plaintiffs acted negligently, in that they failed to reasonably

perform their duties as a chaperone and failed to act as a reasonably prudent person. The chaperones failed to raise any alarms during Dr. Heaps' misconduct or take any other reasonably expected actions to prevent the harm inflicted on Plaintiffs, despite the fact that (a) the purpose of the chaperones was to protect Plaintiffs and ensure that they were comfortable and safe during the gynecological visit; and (b) the chaperones were aware of the lack of medical necessity of Dr. Heaps' touching and questioning of Plaintiffs. Further, the chaperones did not report Dr. Heaps' misconduct. At the time they were in the examination room and while they were silently witnessing Dr. Heaps' infliction of harm to Plaintiffs, the female chaperones were acting in the course and scope of their employment with UCLA.

220. As a result of the above-described conduct, Plaintiffs have suffered and continue to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation, and loss of enjoyment of life; have suffered and continue to suffer and were prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; and have incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling.

## **TWELFTH CAUSE OF ACTION**

### **(Gender Violence (Civil Code § 52.4) by all Plaintiffs against all Defendants)**

221. Plaintiffs incorporate Paragraphs 1 through 220 as though fully set forth herein.

222. California Civil Code § 52.4 provides that gender violence is a form of sexual discrimination and includes a "physical intrusion or physical invasion of a sexual nature under coercive conditions. . ." Cal. Civ. Code § 52.4(c)(2). For purposes of this section, "gender" means "sex, and includes a person's gender identity and gender expression." Cal. Civ. Code § 52.4(d); Cal. Civ. Code § 51. The provision further provides that any person subjected to gender violence may bring a civil action for damages against any responsible party, and may seek actual, compensatory, and punitive damages therefor, or any other appropriate relief.

223. Plaintiffs are female.

224. Dr. Heaps intentionally and without consent physically intruded and/or invaded



1 Plaintiffs' body during medical examinations in a sexual manner in violation of Cal. Civ.  
2 Code § 52.4. The conditions were coercive in that Plaintiffs placed their trust and confidence  
3 in Dr. Heaps as a physician and in the UC Regents as a premier provider of patient care (via  
4 UCLA Health).

5 225. The UC Regents participated in the physical intrusion and/or invasion of  
6 Plaintiffs' bodies during medical examinations by either (a) the presence of chaperones or  
7 other staff members during the medical examinations; and/or (b) UCLA staff members or  
8 other personnel bringing Plaintiffs into the examination room and directing them to remove  
9 their clothing, knowing that Dr. Heaps would assault them in a sexual manner; and/or (c)  
10 providing Dr. Heaps the facilities and location to assault Plaintiffs in a sexual manner and  
11 touting him as an expert in gynecological care.

12 226. As more fully set forth above, Plaintiffs were injured as a result of the gender  
13 violence, and seek all remedies provided for in California Civil Code § 52.4, including but not  
14 limited to, actual damages, compensatory damages, punitive damages, costs, and attorney's  
15 fees.

### 16 **THIRTEENTH CAUSE OF ACTION**

17 **(Sexual Assault by Jane Doe 25, Jane Doe 27 and Jane Doe 28 against all Defendants)**

18 227. Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28 incorporate Paragraphs 1  
19 through 226 as though fully set forth herein.

20 228. During Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28's respective  
21 times as patients with Defendants, Dr. Heaps intended to cause harmful or offensive contact  
22 with Doe 25, Doe 27, and Doe 38, or intended to put them in imminent apprehension of such  
23 conduct.

24 229. In doing certain of the things herein alleged, Plaintiff Doe 25, Plaintiff Doe 27,  
25 and Plaintiff Doe 28 were in imminent apprehension of a harmful or offensive contact by  
26 Dr. Heaps and actually believed Dr. Heaps had the ability to make harmful or offensive  
27 contact with Doe 25, Doe 27, and Doe 28.

28 230. Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28 did not consent to

Dr. Heaps' intended harmful or offensive contact, or his intent to put them in imminent apprehension of such contact.

231. Dr. Heaps' conduct was within the course and scope of his employment with Defendants, and each of them, and was ratified by Defendants and each of them who had advance notice of this misconduct.

232. Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28 suffered severe emotional distress and physical injury as a result of Dr. Heaps' misconduct and damages, as otherwise alleged in this complaint.

233. Even though Defendant UC Regents knew or should have known of these pervasive, illegal, and inappropriate activities by Dr. Heaps, Defendant UC Regents did nothing to investigate, supervise, or monitor Dr. Heaps to ensure the safety of the patients in their charge. Nor did Defendant UC Regents put in place — or enforce — safeguards to prevent foreseeable harm to female gynecological patients, including imposition of policy providing for the mandatory presence of an independent and properly-trained chaperone, to prevent, deter, and report any misconduct in the context of gynecological examinations and procedures. Defendant UC Regents also failed to adequately (or at all) train its employees and agents in how to recognize and report any sexual assault.

234. In doing so the acts alleged herein, Dr. Heaps used the power and authority conferred upon him by Defendant UC Regents to get access to patients such as Plaintiffs. It is predictable and foreseeable, given Defendants' negligent supervision of Dr. Heaps, and failure to put in place — or enforce — safeguards to prevent foreseeable harm to female gynecological patients, that someone in Dr. Heaps' position would abuse the power and authority the UC Regents conferred upon him by engaging in assaultive conduct. As such, Dr. Heaps' conduct is incident to his agency with the UC Regents, so as to be fairly attributable to them.

235. In doing the things herein alleged, Defendants violated Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28's rights, pursuant to California Civil Code § 43, of protection from bodily restrain or harm, and from personal insult. In doing the things herein alleged,

1 Defendants violated the duty, pursuant to California Civil Code § 1708, to abstain from  
2 injuring the persons of Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28 or infringing  
3 upon their rights.

4 236. As a proximate result of the above, Plaintiff Doe 25, Plaintiff Doe 27, and  
5 Plaintiff Doe 28 suffered damages as otherwise alleged in this Complaint. As a direct, legal,  
6 and proximate result of Dr. Heaps' conduct, Doe 25, Doe 27, and Doe 28 sustained serious  
7 and permanent injury to their persons, all of this damage in an amount to be shown according  
8 to proof and within the jurisdiction of this Court.

9 237. Plaintiff Doe 25, Plaintiff Doe 27, and Plaintiff Doe 28 are informed and believe  
10 and based thereon allege that the conduct of Dr. Heaps was oppressive, malicious, and  
11 despicable in that it was intentional and done in conscious disregard for the rights and safety  
12 of others, and was carried out with a conscious disregard for Plaintiffs' right to be free from  
13 tortious behavior, such as to constitute oppression, fraud, or malice pursuant to California  
14 Civil Code § 3294, entitling Doe 25, Doe 27, and Doe 28 to punitive damages against  
15 Dr. Heaps in an amount appropriate to punish and set an example of Dr. Heaps and send a  
16 cautionary message to others similarly situated.

#### 17 **FOURTEENTH CAUSE OF ACTION**

18 **(Unfair Business Practices (Business & Professions Code § 17200) by all Plaintiffs**  
19 **against Defendant Heaps and Roes)**

20 238. Plaintiffs incorporate Paragraphs 1 through 237 as though fully set forth herein.

21 239. Plaintiffs are informed and believe, and on that basis allege, that Defendant  
22 Heaps has engaged in unlawful, unfair, and/or deceptive business practices, including by  
23 engaging in in repeated sexual abuse and harassment of patients, including Plaintiffs, and by  
24 failing to take all reasonable steps to prevent such sexual abuse and harassment from  
25 occurring. The unlawful, unfair, and/or deceptive business practices also included failing to  
26 adequately and promptly investigate, vet, and evaluate individuals for employment with  
27 UCLA Health and the UC Regents, as well as refusing to design, implement, and oversee  
28 appropriate policies regarding sexual harassment and abuse of patients in a reasonable manner,

as is customary in similar healthcare and student-active environments. Further, Plaintiffs are informed and believe, and on that basis allege, that Defendants engaged in unlawful, unfair, and/or deceptive business practices by concealing the aforementioned sexual harassment, abuse, and/or molestation in order to retain other patients who were not apprised of such misconduct.

240. Plaintiffs are informed and believe, and on that basis allege, that Defendants engaged in a common scheme, arrangement, or plan to actively conceal allegations against sexual abusers like Dr. Heaps who were employees, agents, members, and/or otherwise affiliated with UCLA Health or the UC Regents so that Defendants could maintain their public image, be insulated from public scrutiny and embarrassment, and otherwise avoid the detection of such abuse and abusers, all in an effort to project a false sense of safety and security for patients and students and benefit financially.

241. By engaging in the unlawful, unfair, and/or deceptive business practices described above, Defendants benefitted financially to the detriment of competitors and the public.

242. Unless restrained, Defendants will continue to engage in the unlawful, unfair, and/or deceptive business practices described above, resulting in irreparable harm to Plaintiffs and the public.

243. Plaintiffs seek restitution of all amounts improperly obtained by Defendants through the use of the above-described unlawful, unfair, and/or deceptive business practices, as well as disgorgement of any ill-gotten gains on behalf of Plaintiffs and all others similarly situated.

244. Pursuant to Section 17203 of the California Business & Professions Code and available equitable powers of the Court, Plaintiffs are entitled to and seek an injunction enjoining Defendants from continuing their unlawful, unfair, and/or deceptive business practices. Further, Plaintiffs are entitled to recover reasonable attorneys' fees pursuant to the California Business & Professions Code and California Code of Civil Procedure § 1021.5.

**FIFTEENTH CAUSE OF ACTION**

**(Constructive Fraud by all Plaintiffs against all Defendants)**

245. Plaintiffs incorporate Paragraphs 1 through 244 as though fully set forth herein.

246. By (a) holding Dr. Heaps out as an agent and trusted employee of UCLA Health, (b) allowing and encouraging Dr. Heaps to undertake the medical care of vulnerable patients such as Plaintiffs, and (c) holding themselves out as a preeminent healthcare facility and provider, Defendants entered into a confidential, fiduciary, and special relationship with Plaintiffs.

247. Defendants breached their confidential, fiduciary, and special duties to Plaintiffs by the wrongful and negligent conduct described above, and, in doing so, gained an advantage over Plaintiffs in matters relating to Plaintiffs' safety, security, and health.

248. By virtue of their confidential, fiduciary, and special relationship with Plaintiffs, Defendants owed Plaintiffs a duty to:

- (a) promptly and thoroughly investigate claims of sexual abuse or harassment committed by its employees, agents, or affiliates (such as Dr. Heaps) and reveal any such negative findings to Plaintiffs, the community, the Medical Board, and law enforcement;
- (b) refuse to place Dr. Heaps in a position of trust and authority within the UC Regents' controlled and affiliated institutions and facilities;
- (c) refuse to hold Dr. Heaps out to Plaintiffs, other patients, students, and the community at large as being a trustworthy physician in good standing, a faculty member, and an authority figure; and
- (d) promptly disclose to Plaintiffs, UCLA students, and the community at large the reasons for his "retirement" in June 2018.

249. On information and belief, Defendants breached their respective duties by:

- (a) failing to promptly and thoroughly investigate claims of sexual abuse or harassment against Dr. Heaps;
- (b) failing to disclose to Plaintiffs, UCLA students, and the community at

large the reasons for Dr. Heaps' retirement in June 2018;

- (c) issuing no warnings about Dr. Heaps;
- (d) permitting Dr. Heaps to routinely examine gynecological patients either entirely unsupervised or supervised by untrained chaperones who were derelict in their duty to report Dr. Heaps;
- (e) failing to adopt policies that mandated the use of chaperones at all gynecological visits or properly training their chaperones;
- (f) hiring at least one nurse/chaperone with a history of criminality and who, on information and belief, had alcohol and prescription drug addictions during the time in which she was rendering nurse and chaperone services to patients, including Plaintiffs;
- (g) continuing to assign Dr. Heaps to duties which placed him in positions of trust and authority over other patients;
- (h) continuing to impliedly represent that Dr. Heaps was safe and morally fit to give medical care and provide gynecological treatment; and
- (i) continuing to promote Dr. Heaps as a faculty member and trusted physician on the UCLA School of Medicine website even after he had forcibly "retired."

250. Defendant made affirmative or implied representations and nondisclosures of material facts about Dr. Heaps and his suitability to provide gynecological care to patients, and knowingly and intentionally suppressed material facts about past allegations of misconduct against Dr. Heaps that the UC Regents knew or should have known about.

251. Given their need for medical treatment, and their trust and care in Defendants, Plaintiffs were vulnerable to Defendants.

252. At the time Defendants engaged in such suppression and acts of concealment, such acts were done for the purpose of causing Plaintiffs to forebear on their rights.

253. Defendants' conduct did reasonably cause Plaintiffs to forebear on their rights, and Plaintiffs justifiably relied upon Defendants for information about Dr. Heaps.

254. The misrepresentations, suppressions, and concealment of facts by Defendants were intended to, and were likely to, mislead Plaintiffs and others to believe that Defendants had no knowledge of any misconduct by Dr. Heaps.

255. Defendants knew or should have known at the time they suppressed and/or concealed the true facts about Dr. Heaps that the resulting impressions were misleading.

256. On information and belief, Defendants suppressed and concealed the true facts regarding Dr. Heaps with the purpose of, among other things: (a) preventing Plaintiffs and others from learning that Dr. Heaps had and was continuing to sexually harass, molest, and abuse patients; (b) inducing Plaintiffs and other people to participate and financially support Defendants' programs and enterprises; (c) preventing further reports and investigations of Defendants' misconduct; (d) avoiding damage to Defendants' reputations; and (e) protecting Defendants' power, status, and reputation in the community.

257. Defendants knowingly conspired and gave each other substantial assistance to perpetuate the misrepresentations, fraud, and deceit alleged herein in order to allow Dr. Heaps to remain in his position as a physician, faculty member, and doctor (or retire with a good reputation) so that they could maintain their standing in the community.

258. Plaintiffs were misled by Defendants' suppression and acts of concealment, and, in reliance thereon, were induced to act or not act as intended by Defendants. Specifically, Plaintiffs were induced to believe there were no allegations of prior misconduct against Dr. Heaps and that he was safe to be around patients and students. Had Plaintiffs known the true facts about Dr. Heaps, they would not have seen him for gynecological or other medical care, and they would have acted sooner in reporting him or pursuing their claims.

259. As a direct and proximate result of the UC Regents' actions and/or inactions, Plaintiffs have been damaged as more fully set forth above.



1       **WHEREFORE**, Plaintiffs pray for a jury trial and for judgment against Defendants as  
2 follows:

3                               **FOR ALL CAUSES OF ACTION**

- 4           1.     For compensatory damages, in an amount to be determined at trial;  
5           2.     For costs of suit;  
6           3.     For interest based on damages, as well as pre-judgment and post-judgment  
7 interest as allowed by law;  
8           4.     For declaratory and injunctive relief, including but not limited to court  
9 supervision of the UC Regents;  
10          5.     For attorneys' fees as provided by statute;  
11          6.     For punitive damages as to Dr. Heaps;  
12          7.     For restitution and disgorgement; and  
13       For such other and further relief as the Court may deem proper.

14  
15 DATED: October 16, 2019

THEODORA ORINGHER PC

16  
17 By: /s/ Jennifer J. McGrath

Jennifer J. McGrath

Katherine J. Flores

18 Attorneys for Plaintiffs JANE DOE 20, JANE  
19 DOE 21, JANE DOE 22, JANE DOE 23, JANE  
20 DOE 24, JANE DOE 25, JANE DOE 26, JANE  
21 DOE 27, JANE DOE 28 and JANE DOE 29  
22  
23  
24  
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs Jane Doe 20, Jane Doe 21, Jane Doe 22, Jane Doe 23, Jane Doe 24, Jane Doe  
3 25, Jane Doe 26, Jane Doe 27, Jane Doe 28, and Jane Doe 29 hereby demand a trial by jury in  
4 this action.

5  
6 DATED: October 16, 2019

THEODORA ORINGHER PC

7  
8 By: /s/ Jennifer J. McGrath

Jennifer J. McGrath

Katherine J. Flores

9 Attorneys for Plaintiffs JANE DOE 20, JANE  
10 DOE 21, JANE DOE 22, JANE DOE 23, JANE  
11 DOE 24, JANE DOE 25, JANE DOE 26, JANE  
12 DOE 27, JANE DOE 28 and JANE DOE 29  
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## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

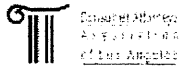


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ (INSERT DATE) for the complaint, and \_\_\_\_\_ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR PLAINTIFF)
Date: _____	
_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR DEFENDANT)
Date: _____	
_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR _____)
Date: _____	
_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR _____)
Date: _____	
_____ (TYPE OR PRINT NAME)	> _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION – DISCOVERY RESOLUTION</b>			

**This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.**

**The parties agree that:**

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.



SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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(TYPE OR PRINT NAME)



\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)



\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)



\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

- This document relates to:
  - ☐ Request for Informal Discovery Conference
  - ☐ Answer to Request for Informal Discovery Conference
- Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).
- Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).
- For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			

**This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.**

**The parties agree that:**

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

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➤ \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

➤ \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

➤ \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER



## Superior Court of California, County of Los Angeles

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR information Package on any new parties named to the action with the cross-complaint.

#### What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration and settlement conferences. When ADR is done by phone or computer, it may be called Online Dispute Resolution (ODR). These "alternatives" to litigation and trial are described below.

#### Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees and witness fees.
- **Keeps Control** with the parties: Parties choose their ADR process and provider for voluntary ADR.
- **Reduces stress/protects privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral "mediator" listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

### How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

**a. The Civil Mediation Vendor Resource List**

Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).

- JAMS, Inc.: Case Manager (213) 253-9776 [mdawson@jamsadr.com](mailto:mdawson@jamsadr.com)
- Mediation Center of Los Angeles: Case Manager: (833) 476-9145 [info@mediationLA.org](mailto:info@mediationLA.org)

**These organizations cannot accept every case and they may decline cases at their discretion.**

Visit [www.lacourt.org/ADR.Res.List](http://www.lacourt.org/ADR.Res.List) for important information and FAQs before contacting them.

NOTE: This service is not available for family law, probate or small claims.

**b. Los Angeles County Dispute Resolution Programs**

<https://wdacs.lacounty.gov/programs/drp/>

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial, visit

<http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

**c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.**

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit: [www.lacourt.org/division/civil/settlement](http://www.lacourt.org/division/civil/settlement)

Los Angeles Superior Court ADR website: [www.lacourt.org/division/civil/settlement](http://www.lacourt.org/division/civil/settlement)

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>