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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF VENTURA

13 SALVADOR VILLASENOR and REGINA
14 VILLASENOR, as individuals and on behalf
15 of ELIZABETH VERA; MICAELA
16 THOMPSON; VIOLET MARQUEZ; and
17 RAMONA PENA MARQUEZ, as
18 individuals,

19 Plaintiffs,

20 v.

21 COUNTY OF VENTURA; VENTURA
22 COUNTY GENERAL HOSPITAL aka
23 VENTURA COUNTY MEDICAL CENTER
24 and DOES 1 through 100, inclusive,

25 Defendants.

Case No.:

COMPLAINT FOR DAMAGES:

- 1) BREACH OF CONTRACT
- 2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 3) MEDICAL MALPRACTICE
- 4) NEGLIGENCE
- 5) FRAUDULENT CONCEALMENT
- 6) VIOLATION OF UNFAIR COMPETITION LAW
- 7) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
- 8) NEGLIGENCE; GOVERNMENT CODE SECTION 815.2
- 9) NEGLIGENCE; GOVERNMENT CODE SECTION 815.4

DEMAND FOR JURY TRIAL

26 Plaintiffs, SALVADOR VILLASENOR, REGINA VILLASENOR, MICAELA
27 THOMPSON, ROMONA MARQUEZ; VIOLET MARQUEZ and ELIZABETH VERA, by and
28 through her heirs, (hereinafter Plaintiffs), allege as follows:

1 INTRODUCTION

2 1. That the true names, whether individual, corporate, partnership, associate, or otherwise of
3 defendants DOES 1 through 100, inclusive, are unknown to plaintiff and are therefore designated
4 by such fictitious names. Plaintiffs do not know the true names or legal capacities of the
5 defendants sued herein as DOES 1 through 100, inclusive, and therefore sue said defendants by
6 such fictitious names. Plaintiffs are informed and believe, and thereupon allege, that each of said
7 fictitious defendants designated herein as a DOE is responsible directly or vicariously, in some
8 manner, for the actions that caused the injuries and damages to plaintiffs as hereinafter alleged.
9 Plaintiffs will seek leave of court to amend this Complaint to insert the true names and/or
10 capacities of such fictitiously named defendants when the same has been ascertained.

11 2. That Plaintiffs are informed and believe that, at all times herein mentioned, each and every
12 one of the above-named defendants was the agent, servant and employee of the other remaining
13 defendants and was acting within the course and scope of such agency, service, and employment.
14 Plaintiff is informed and believes, and thereupon alleges, that each of the defendants, whether
15 specifically named or designated herein as a DOE, were the agents, representatives, servants,
16 employees, principals, alter-egos, joint-venturers, co-conspirators, management companies
17 and/or representatives of each of the remaining co-defendants and, in doing the acts herein
18 alleged, were acting within the course and scope of said agency, employment, joint-venture, alter-
19 ego relationship, pooling, re-insurance agreement, co-insurance agreement, management
20 company agreement and/or service with the approval, knowledge, authority, acquiescence and/or
21 ratification of each of the remaining defendants.

22 3. That Plaintiffs are informed and believe that all of the acts and conduct herein and below
23 described of each and every corporate defendant was duly authorized, ordered and directed by the
24 respective and collective defendant corporate managerial employers, directors, officers and/or
25 other management-level employees of said corporate employers. In addition thereto, said
26 corporate managers, officers, directors and employers participated in the aforementioned acts and
27 conduct of their employees, agents and representatives, and each of them; and upon completion
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1 of the aforesaid acts and conduct of said corporate employees, agents and representatives, the
2 defendant corporations, respectively and collectively, ratified, accepted the benefits of, condoned,
3 lauded, acquiesced, authorized and otherwise ratified and/or approved of each and all of the said
4 acts and conduct of the aforementioned corporate employees, agents and representatives.

5 PARTIES

6 4. Plaintiff SALVADOR VILLASENOR is an individual who is now, and at all relevant
7 times mentioned in this Complaint was, a citizen of Ventura County. SALVADOR
8 VILLASENOR is the biological son of decedent ELIZABETH VERA and an heir entitled to
9 bring this claim on behalf of decedent ELIZABETH VERA.

10 5. That Plaintiff REGINA VILLASENOR is an individual who is now, and at all relevant
11 times mentioned in this Complaint was, a citizen of Kern County. REGINA VILLASENOR is
12 the biological daughter of ELIZABETH VERA and an heir entitled to bring this claim on behalf
13 of decedent, ELIZABETH VERA

14 6. That Plaintiff MICAELA THOMPSON is an individual who is now, and at all relevant
15 times mentioned in the complaint, was a resident of Ventura County, State of California.
16 MICALA THOMPSON is the biological daughter of Plaintiff VIOLET MARQUEZ.

17 7. That Plaintiff VIOLET MARQUEZ is an individual who is now and at all relevant times
18 mentioned in this Complaint was, a citizen of Ventura County.

19 8. That Plaintiff RAMONA PENA MARQUEZ is an individual who is now and at all
20 relevant times mentioned in this Complaint was, a citizen of Ventura County.

21 9. That at all times relevant herein, Defendant COUNTY OF VENTURA and DOES 1
22 through 10 (cumulatively COUNTY OF VENTURA) is, and was at all relevant times herein, a
23 California governmental entity, and the parent entity of Defendant VENTURA COUNTY
24 GENERAL HOSPITAL aka VENTURA COUNTY MEDICAL CENTER.

25 10. That at all times relevant herein, Defendant VENTURA COUNTY GENERAL
26 HOSPITAL aka VENTURA COUNTY MEDICAL CENTER and DOES 11 through 30
27 (cumulatively VCGH) is, and was at all relevant times herein, a California governmental entity.

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1 11. That on information and belief, defendants, DOES 31 through 40 (cumulatively
2 CONTRACTOR) are, and was at all times relevant herein, were corporations or other business
3 entities authorized to do business in Ventura, California.

4 12. That the true names and capacities, whether individual, corporate, associate or otherwise,
5 of Defendants sued herein as DOES 41 through 100, inclusive, are unknown to Plaintiffs, who
6 therefore sue said Defendants by such fictitious names. Plaintiffs are informed and believe, and
7 thereon allege, that each of said fictitious Defendants caused injury and damages to Plaintiffs.

8 **JURISDICTION AND VENUE**

9 13. That this Court has personal jurisdiction over the defendants because Defendants are
10 residents and/or do business in the State of California.

11 14. That venue is proper in this Court because the Defendants reside in Ventura County and
12 the injury occurred in Ventura County

13 **FACTUAL BACKGROUND**

14 15. That Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
15 11 as though fully set forth herein.

16 16. That the present matter arises from an incident that occurred on August 17, 1960, when
17 two baby girls were born at Defendant GENERAL HOSPITAL OF VENTURA, now known as
18 Ventura County Medical Center, one named Violet and the other Elizabeth. These two newborn
19 baby girls were switched by hospital personnel at Defendant GENERAL HOSPITAL OF
20 VENTURA and sent home to be raised by the wrong parents.

21 17. That, specifically, on August 17, 1960, at 4:54 P.M., Martha Medina gave birth to "Baby
22 Girl 1". However, Martha's baby was sent home with Ramona Pena, who called her Violet.
23 VIOLET MARQUEZ (Baby Girl 1) turned 61 in the Summer of 2021, and for 61 years, she
24 believed she was the biological daughter of Ramona Pena. As a result of the hospital's actions for
25 61 years, Ramona Pena believed Violet Marquez was the baby girl she had given birth to.

26 18. That on that same date, August 17, 1960, at 5:12 P.M., Plaintiff RAMONA PENA
27 MARQUEZ gave birth to "Baby Girl 2". However, Ramona's baby was sent home with Martha
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1 Medina, who named her Elizabeth. Decedent ELIZABETH VERA (Baby Girl 2) subsequently
2 died by suicide on March 12, 1995. For 34 years, she believed that she was the biological daughter
3 of Martha Medina. As a result of the hospital's actions Martha Medina also believed decedent
4 ELIZABETH VERA was the baby girl she had given birth to.

5 19. That Defendant GENERAL HOSPITAL OF VENTURA's mistake was not hypothesized
6 until October 29, 2021, and was not further solidified until December 4, 2021. Sometime in late
7 2020, Plaintiff VIOLET MARQUEZ submitted a DNA sample to Ancestry.com. At the time, she
8 had no suspicion that she had been switched at birth. However, on January 17, 2021, she received
9 the results that revealed connections to a family named "Vera." While these connections were
10 peculiar, they did not lead her to believe that Ramona Pena was not her biological mother.

11 20. That Plaintiff VIOLET MARQUEZ began inquiring into the "Vera" family, including
12 calls to Ancestry.com and Defendant GENERAL HOSPITAL OF VENTURA, now Ventura
13 County Medical Center.

14 21. That on October 29, 2021, Plaintiff VIOLET MARQUEZ was finally able to get a hold
15 of and speak with Laura Vera. Laura informed Violet that her deceased sister decedent
16 ELIZABETH VERA shared her birthdate and was also born at Defendant GENERAL
17 HOSPITAL OF VENTURA. Laura Vera suggested that Elizabeth's children, Plaintiffs
18 SALVADOR VILLASENOR, AND REGINA VILLASENOR, submit DNA samples to
19 23andMe.

20 22. That the more definitive date, that Plaintiffs discovered Defendants' wrongful actions
21 was December 4, 2021, the date on which Plaintiffs SALVADOR VILLASENOR AND REGINA
22 VILLASENOR received back their genetic results. Those results confirmed the strong likelihood
23 that decedent ELIZABETH VERA and Plaintiff VIOLET MARQUEZ were switched at birth.

24 23. That the actions of Defendant GENERAL HOSPITAL OF VENTURA set into motion a
25 particularly unfortunate chain of events resulting, among other things, in the suicide of decedent
26 ELIZABETH VERA. Prior to Elizabeth's suicide at the age of 34, she had suffered from many
27 years of alcoholism, anxiety, and depression. While her biological family has a history of mental
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1 illness and disability, the Vera family did not. Elizabeth never fit in with the family who raised
2 her. She did not resemble them in appearance or behavior, resulting in her feeling perpetually
3 alienated and ostracized.

4 24. That it was not the expectation of Plaintiff ROMONA PENA MARQUEZ nor Martha
5 Medina, as it would not be the expectation of any mother, that they would be sent home with the
6 wrong baby. It would be their expectation that Defendant GENERAL HOSPITAL OF
7 VENTURA would have in place mechanisms for identifying babies after birth to prevent
8 accidental switching such as occurred in this case. It's actions, or lack thereof, failed to prevent
9 the switch from occurring during the time frame that both the babies were at the hospital. Those
10 actions were a proximate cause of the injuries and damages alleged herein.

11 **DATE OF ACCRUAL**

12 25. That Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
13 24 as though fully set forth herein

14 26. That pursuant to long standing statutory and case law actions based on the medical
15 negligence of a health care provider, whether public or private, accrue as of the date of the actual
16 or constructive discovery by the claimants of that negligence. *Code of Civil Procedure* section
17 340.5. *Simms v. Bear Valley Community Healthcare Center* (6/28/2022) 80 Cal.App.5th 391.
18 *Phillips v. Desert Hospital. District.* (1989) 49 Cal.3d 699. Such accrual based on delayed
19 discovery also applies to contract and other actions. *NBC Universal Media , LLC v. Superior*
20 *Court* (2014) 225 Cal.App.4th 1222.

21 27. That as noted above it was not until December 4, 2021, that Plaintiffs had actual notice
22 that Defendant GENERAL HOSPITAL OF VENTURA's actions had resulted in a switch of the
23 babies when Plaintiffs SALVADOR VILLASENOR AND REGINA VILLASENOR received
24 back their genetic results, which confirmed the strong likelihood that decedent ELIZABETH
25 VERA and Plaintiff VIOLET MARQUEZ were switched at birth.

26 28. That on or about March 30, 2022, well within the six-month statutory period under
27 Government Code section 911.2, Plaintiffs, SALVADOR VILLASENOR, REGINA
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1 VILLASENOR, MICAELA THOMPSON, ROMONA PENA MARQUEZ, VIOLET
2 MARQUEZ, AND ELIZABETH VERA, by and through her heirs, timely submitted government
3 claims against Defendant COUNTY OF VENTURA, true and correct copies of which are
4 attached as Exhibits A-E. At its request additional information was provided to Defendant
5 COUNTY OF VENTURA.

6 29. That on or about May 10, 2022, Defendant COUNTY OF VENTURA rejected all five
7 claims ostensibly on the grounds that they were not filed within the time period established by
8 Government Code section 911.2.

9 **FIRST CAUSE OF ACTION**

10 **BREACH OF CONTRACT**

11 **(Plaintiffs RAMONA PENA MARQUEZ, VIOLET MARQUEZ, SALVADOR**
12 **VILLASENOR, and REGINA VILLASENOR on behalf of ELIZABETH VERA Against**
13 **Defendants VCGH)**

14 30. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
15 though fully set forth herein.

16 31. That Plaintiffs entered into a contract with Defendants VCGH for the labor and birth of
17 decedent ELIZABETH VERA and Plaintiff VIOLET MARQUEZ, including but not limited to,
18 all medical services associated with the labor, birth, pre and post care of RAMONA PENA
19 MARQUEZ, decedent ELIZABETH VERA, VIOLET MARQUEZ, and Martha Medina.

20 32. That there was a meeting of the minds between said Plaintiffs and Defendants that the
21 services provided pursuant to this contract would be of the utmost quality and care, in accordance
22 with all recognized standards in the medical field.

23 33. That said Plaintiffs provided consideration for these services and upheld their end of the
24 bargain by promptly paying all bills.

25 34. That it was the intent of said Plaintiffs and Defendants that all sides would be held to their
26 end of the bargain, i.e., that the parties had a binding legal contract.

27 35. That Defendants had a contractual duty to perform all services as agreed upon and as
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1 memorialized in the various records and documents, the parties' agreements, and stated
2 intentions.

3 36. That Defendants materially breached their obligations by negligently, recklessly, and/or
4 knowingly disregarding Plaintiffs' express intentions by improperly placing Plaintiffs' precious
5 and irreplaceable children in the custody of strangers, subjecting Plaintiffs' children to an
6 unreasonably amount of danger, failing to properly and accurately inform Plaintiffs as to the true
7 location of their children, and causing Plaintiff RAMONA PENA MARQUEZ and Martha
8 Medina to nurse and care for another woman's baby.

9 37. That due to the highly sensitive nature of the services to be provided under this contract,
10 it was reasonably foreseeable to Defendants that its breach would result in substantial emotional
11 damages.

12 38. That as a direct and proximate result of Defendant's breach, the Plaintiffs suffered extreme
13 emotional, property, physical, and economic damages.

14 **SECOND CAUSE OF ACTION**

15 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

16 (Plaintiffs RAMONA PENA MARQUEZ, VIOLET MARQUEZ, SALVADOR
17 VILLASENOR, and REGINA VILLASENOR on behalf of ELIZABETH VERA Against
18 Defendant VCGH)

19 39. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
20 though fully set forth herein.

21 40. That in every contract there is an implied covenant of good faith and fair dealing
22 which encompasses any promise that a reasonable person would be justified in understanding was
23 included in the contract.

24 41. That Defendant's conduct, including but not limited to Defendant's failure to fully
25 disclose all aspects of its breaches, constitutes a breach of the implied covenant of good faith and
26 fair dealing, which resulted in damages to Plaintiffs.

27 42. That as a direct and proximate result of Defendant's breach, the Plaintiffs have
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1 suffered extreme emotional, property, physical, and economic damages. Defendants' conduct
2 caused Plaintiffs' harm.

3 **THIRD CAUSE OF ACTION**

4 **MEDICAL MALPRACTICE**

5 **(All Plaintiffs Against All Defendants)**

6 43. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
7 though fully set forth herein.

8 44. That at all relevant times, Defendants, and their agents and/or employees undertook to
9 treat, monitor, and care for Plaintiffs RAMONA PENA MARQUEZ, VIOLET MARQUEZ, and
10 decedent ELIZABETH VERA.

11 45. That Defendants, and each of them, had a duty to render the treatment necessary to achieve
12 Plaintiffs' treatment goals using the same level of skill, prudence, and diligence that other
13 members of their profession commonly possess and exercise.

14 46. That Defendants, and each of them, breached their respective duties by failing to properly
15 care for Plaintiffs RAMONA PENA MARQUEZ and VIOLET MARQUEZ, DECEDENT
16 ELIZABETH VERA, and Martha Medina in accordance with Plaintiffs' express directives.
17 Defendants, and each of them, further breached their duties by failing to have in place and/or
18 compel compliance with protocols and procedures to ensure that the switching of Plaintiff
19 VIOLET MARQUEZ and Decedent ELIZABETH VERA, never could happen. This conduct fell
20 far below the applicable standard of care.

21 47. That Defendants, and each of them, breached their duties by failing to ensure that these
22 tasks were carried out by themselves and/or their selected third parties with the utmost of skill
23 and competence. Defendants, and each of them, breached their duties by failing to follow-up with
24 Plaintiffs when Defendants became aware of their error in providing the respective mothers with
25 their biological children. This conduct fell far below the applicable standard of care.

26 48. That as a direct and proximate result of Defendants' negligence, the Plaintiffs suffered, as
27 direct victims, extreme emotional, property, physical, and economic damages in an amount to be
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1 proven at trial.

2 **FOURTH CAUSE OF ACTION**

3 **MEDICAL MALPRACTICE**

4 **(All Plaintiffs Against All Defendants)**

5 49. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
6 though fully set forth herein.

7 50. That Defendants had a duty to use reasonable care in the treatment of Plaintiffs.
8 Defendants furthermore had a duty to impose reasonable policies and procedures, as well as to
9 carry out such policies and procedures, to ensure that their treatment services were competently
10 performed.

11 51. That Defendants furthermore had a duty of care based on the fact that they voluntarily
12 undertook to render labor and birthing services to the Plaintiffs, and therefore had a duty to
13 perform these services with a reasonable degree of care. Defendants furthermore knew or should
14 have known that failure to exercise such care increased the risk of harm to Plaintiffs.

15 52. That Defendants had a basic duty and a duty based on voluntarily undertaking to oversee
16 and render labor and birthing services and care to the Plaintiffs, and therefore had a duty to
17 perform these services with a reasonable degree of care. These Defendants furthermore knew, or
18 should have known, that failure to exercise such care increased the risk of harm to the Plaintiffs.

19 53. That the Plaintiffs relied on all of the Defendants' aforementioned duties of care to them
20 in submitting themselves for care at VCGH.

21 54. That Defendants breached these duties by negligently, recklessly, and/or knowingly
22 providing Plaintiff RAMONA PENA MARQUEZ and Martha Medina with the wrong babies,
23 and by failing to have in place policies and procedures that would have prevented such negligent,
24 reckless, and/or knowing improper placement.

25 55. That as a direct and proximate result of Defendants' negligence, the Plaintiffs suffered
26 extreme emotional, physical, property, and economic damages.

27 56. That Plaintiffs are entitled to recover all such damages as a result of Defendants'
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1 negligence.

2 **FIFTH CAUSE OF ACTION**

3 **FRAUDULENT CONCEALMENT**

4 **(All Plaintiffs Against All Defendants)**

5 57. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
6 though fully set forth herein.

7 58. That Defendants marketed and promoted their services and made representations to the
8 public and to Plaintiffs regarding the quality of those services as described herein.

9 59. That Defendants' representations were false, and Defendants either knew the truth or
10 made the representations without regard for the truth. Defendants intended for Plaintiffs to rely
11 on their representations and pay them for labor and birthing services and treatment and Plaintiffs
12 reasonably relied on these representations when submitting to such treatment. Moreover, had
13 Plaintiffs been apprised of the deficiencies affecting the relevant systems and protocols, Plaintiffs
14 would not have sought treatment at VCGH.

15 60. That Defendants, and particularly Defendant VCGH intentionally suppressed and
16 concealed material facts concerning the switching of infants at discharge. Defendants knew or
17 reasonably should have known that VCGH's systems and processes were inadequate to protect
18 against damage to Plaintiffs. Defendants failed to notify Plaintiffs of these risks. The omission
19 and concealment of these facts made VCGH's actual disclosures deceptive regarding VCGH's
20 systems and processes, the risks of an infant switch, and the facts surrounding the switch of
21 Plaintiff RAMONA MARQUEZ and Martha Medina's infant children upon and following
22 discharge from the hospital.

23 61. That Plaintiffs had no reasonable means of knowing that VCGH systems and processes
24 were inadequate, or that Defendants' representations about such systems and procedures were
25 incomplete, false, or misleading for failure to disclose such inadequacies. Plaintiffs did not and
26 reasonably could not have discovered VCGH's deception prior to their admission in care and
27 treatment. Moreover, had Plaintiffs been apprised of the true facts, Plaintiffs would have taken
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1 different, immediate action, to VCGH's immediate detriment.

2 62. That Defendants were under a duty to disclose the true facts to Plaintiffs. This duty arose
3 by reason of Defendants' exclusive knowledge regarding the true facts, and because Defendants
4 made partial, erroneous representations about relevant facts without disclosing material facts
5 needed to understand the truth.

6 63. That Defendants intended to deceive Plaintiffs by concealing the true facts.

7 64. That Plaintiffs reasonably relied to their detriment upon Defendants' material omissions
8 and misrepresentations. Plaintiffs were unaware of the omitted material facts until, as noted,
9 December 4, 2021, and would not have acted as they did, had these facts been disclosed.

10 65. That Plaintiffs sustained damage as a direct and proximate result of Defendants' fraud,
11 deceit and fraudulent concealment.

12 66. That the foregoing acts and omissions were committed maliciously, oppressively,
13 deliberately, with intent to defraud, and in conscious and reckless disregard of Plaintiffs' rights,
14 pursuant to *California Civil Code* §3294, justifying the trier of fact to assess punitive damages
15 against the non-governmental entities, and each of them, in an amount appropriate given all of
16 the relevant evidence to punish said defendants and to deter similar bad faith conduct in the future.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATIONS OF UNFAIR COMPETITION LAW ("UCL")**

19 **Cal. Bus. & Prof. Code § 17200 et seq.**

20 **(All Plaintiffs Against All Defendants)**

21 67. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
22 though fully set forth herein.

23 68. That the UCL prohibits acts of "unfair competition," including any "unlawful, unfair or
24 fraudulent business act or practice."

25 69. That Defendants' conduct is unfair because it is immoral, unethical, unscrupulous,
26 oppressive, and substantially injurious. Plaintiffs entrusted Defendants to provide treatment and
27 care through the labor and birthing process, including discharging Plaintiffs with their biological
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1 children. Defendants breached that trust by, among other things:

- 2 a. failing to adequately supervise and institute systems and processes that would
3 ensure against the mix-up of patient's infant children;
- 4 b. failing to adequately supervise and institute systems and processes that would
5 ensure the proper and accurate labeling and identification of all infant children in
6 their custody and control;
- 7 c. failing to follow reasonable scientific and laboratory procedures for safeguarding
8 children and patients in their care;
- 9 d. failing to disclose and actively concealing the lack of appropriate processes and
10 systems in place to protect Plaintiffs' infant children; and
- 11 e. failing to disclose and actively concealing their error or the possibility of their
12 error in improperly sending their patient mothers home with the wrong infant
13 children.

14 70. That the gravity of the harm resulting from Defendants' conduct far outweighs any
15 conceivable utility of this conduct. There are reasonably available alternatives that would further
16 Defendants' legitimate business interests, such as implementing reasonable protocols and
17 procedures, as promised, to prevent the mix-up of infant children in their custody and control, or
18 adequately and accurately describing the systems and protocols currently in place for
19 safeguarding against the mix-up of infant children.

20 71. That Plaintiffs could not have reasonably avoided injury from Defendants' unfair conduct.
21 Plaintiffs did not know, and had no reasonable means of learning, that Defendants were not
22 properly safeguarding infant children in their custody and control and did not have adequate
23 systems and processes in place to do so.

24 72. That Defendants' conduct also is fraudulent in violation of the UCL because it is likely to
25 deceive a reasonable consumer.

26 73. That Defendants knowingly and intentionally concealed from Plaintiffs that there were
27 questions about whether they had mixed-up Plaintiff's infant children.

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1 74. That Defendants had ample means and opportunities to alert Plaintiffs to the fact that their
2 systems and processes were inadequate to protect against the damage described herein. However,
3 Defendants did not disclose such inadequacies to Plaintiffs.

4 75. That had Defendants disclosed such inadequacies to Plaintiffs, Plaintiffs would not have
5 sought treatment and care at VCGH.

6 76. That Defendants were under a duty to disclose that their systems and processes were
7 inadequate given Defendants' exclusive knowledge of the inadequacies.

8 77. That as a direct and proximate result of Defendants' UCL violations, Plaintiffs have
9 suffered injuries in fact and seek appropriate relief under the UCL, including injunctive relief and
10 restitution.

11 78. That the requested injunction under the UCL will primarily benefit the interests of the
12 general public. It will have the primary purpose and effect of prohibiting unlawful acts that
13 threaten injury to members of the public who have placed, or who in the future will place,
14 reproductive materials under Defendants' care.

15 **SEVENTH CAUSE OF ACTION**

16 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

17 **(All Plaintiffs Against All Defendants)**

18 79. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 29 as
19 though fully set forth herein.

20 80. That Defendants negligently mixed-up Plaintiff's infant children, sending Plaintiff
21 RAMONA PENA MARQUEZ home with Martha Medina's biological child and Martha Medina
22 with Plaintiff RAMONA PENA MARQUEZ's biological child. By these negligent acts,
23 Defendants caused Plaintiff RAMONA PENA MARQUEZ to raise and bond with another
24 couple's child while that same couple unknowingly raised and bonded with said Plaintiff's child.
25 Additionally, by these negligent acts, Defendant caused Plaintiffs VIOLET MARQUEZ and
26 Decedent ELIZABETH VERA to be raised by individuals to whom they had no biological
27 connection, resulting in years of emotional trauma.

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1 81. That Defendants' negligent conduct was extreme and outrageous, and in a manner in
2 which they knew, or should have known, would result in Plaintiff's severe emotional distress.

3 82. That Plaintiff's injuries and damages are the direct and proximate result of the Defendants'
4 conduct.

5 83. That as a result of Defendants' conduct Plaintiffs have and will continue to suffer severe
6 emotional distress and associated financial damages.

7 **EIGHTH CAUSE OF ACTION**

8 **NEGLIGENCE**

9 **Gov. Code § 815.2**

10 **(All Plaintiffs Against VCGH and COUNTY OF VENTURA)**

11 84. Plaintiffs incorporate by reference the allegations in all paragraphs 1 through 29 as though
12 fully set forth herein.

13 85. That at the times, places and in the manner as aforesaid, Defendants VCGH, and each of
14 them, or any of them, were employed by the County of Ventura and acting in the scope of their
15 employment when, among other things, they negligently and carelessly failed to operate,
16 maintain, manage, and/or inspect the Ventura County General Hospital, where the subject
17 incident occurred, which caused or contributed to the release and discharge of Plaintiff VIOLET
18 MARQUEZ and Decedent ELIZABETH VERA, into the custody of the wrong mothers, Plaintiff
19 RAMONA PENA MARQUEZ and Martha Medina, as alleged more specifically above.

20 86. That at all times mentioned, while in the scope of their employment, Defendants VCGH
21 and/or Defendant COUNTY OF VENTURA, and each of them, or any of them, negligently and
22 carelessly, created, or permitted to exist inadequate training, policies, and procedures, resulting
23 in the subject incident.

24 87. That as a consequence of these negligent acts and omissions of Defendants VCGH and
25 COUNTY OF VENTURA, and each of them, or any of them, Plaintiff VIOLET MARQUEZ, and
26 Decedent ELIZABETH VERA, were released into the custody and subsequently raised by the
27 wrong parents, thereby causing them to suffer severe and serious emotional injuries and related
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1 damages, in a sum within the jurisdiction of this court and in an amount according to proof at the
2 time of trial.

3 88. That as a further legal result of the foregoing, said Plaintiffs incurred and continues to
4 incur economic losses for necessary hospital, medical and professional care and treatment of the
5 injuries said plaintiffs suffered, and continue to suffer, all to said Plaintiff's damage, in sums
6 within the jurisdiction of this Court and according to proof at the time of trial.

7 **NINTH CAUSE OF ACTION**

8 **NEGLIGENCE**

9 **Gov. Code § 815.4**

10 **(All Plaintiffs Against VCGH and COUNTY OF VENTURA)**

11 89. Plaintiffs incorporate by reference the allegations in paragraphs 1 through 29 as though
12 fully set forth herein

13 90. That at the times, places and in the manner as aforesaid, treatment and services provided
14 to Plaintiffs, was the legal responsibility of Defendants VCGH and COUNTY OF VENTURA,
15 and each of them, or any of them, but performed, wholly or partially, by CONTRACTOR; and
16 CONTRACTOR so negligently treated and provided services to Plaintiffs, including but not
17 limited to negligently, intentionally, or recklessly, discharging Plaintiff VIOLET MARQUEZ and
18 Decedent ELIZABETH VERA into the custody of strangers. Defendants VCGH and COUNTY
19 OF VENTURA's duty was non-delegable.

20 91. That as a consequence of these negligent acts and omissions of Defendants VCGH and
21 COUNTY OF VENTURA, and each of them, or any of them, Plaintiff VIOLET MARQUEZ, and
22 Decedent ELIZABETH VERA, were released into the custody and subsequently raised by the
23 wrong parents, thereby causing them to suffer severe and serious emotional injuries and related
24 damages, in a sum within the jurisdiction of this court and in an amount according to proof at the
25 time of trial.

26 92. That as a further legal result of the foregoing, Plaintiffs incurred and continue to incur
27 economic losses for necessary hospital, medical and professional care and treatment of the injuries
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1 said Plaintiffs suffered, and continue to suffer, all to said Plaintiff's damage, in sums within the
2 jurisdiction of this court and according to proof at the time of trial.

3 WHEREFORE, Plaintiffs prays for judgment against Defendants, and each of them, as
4 follows:

- 5 1. For economic damages, according to proof;
- 6 2. For non-economic damages, according to proof;
- 7 3. For punitive damages against the non-governmental entities in an amount
8 sufficient to punish said defendants, according to each defendant's net worth;
- 9 4. For injunctive relief pursuant to the provisions of Business and Professions Code
10 § 17200 *et seq.*
- 11 5. For costs of suit incurred herein, and prejudgment interest;
- 12 6. For such other and further relief as this Court deems just and proper.

13
14 DATED: October 26, 2022

RIZIO LIPINSKY LAW FIRM PC

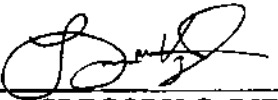
15
16 By: 
17 GREGORY G. RIZIO
18 LAUREN M. VOGT
19 Attorneys for Plaintiffs

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a jury trial.

22
23 DATED: October 26, 2022

RIZIO LIPINSKY LAW FIRM PC

24
25 By: 
26 GREGORY G. RIZIO
27 LAUREN M. VOGT
28 Attorneys for Plaintiff