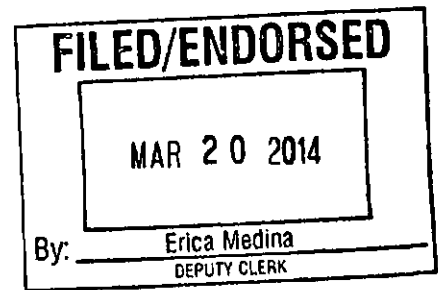


1 Joseph C. George, State Bar No. 119231
2 Joseph C. George, Jr., State Bar No. 200999
3 LAW OFFICES OF JOSEPH C. GEORGE, PH.D.
4 A Professional Corporation
5 601 University Avenue, Suite 200
6 Sacramento, CA 95825
7 Telephone: 916-641-7300
8 Facsimile: 916-641-7303
9 joe@psyclaw.com

6 Attorneys for Plaintiff



8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

11 JANE MN DOE,

12 Plaintiff,

13 v.

14 LENTON J. MORROW, M.D., BHC
15 HERITAGE OAKS HOSPITAL, INC., and
16 DOES I through 20, inclusive,

17 Defendants,

Case No.: 34-2013-00149592

FIRST AMENDED COMPLAINT FOR DAMAGES

1. Medical Malpractice I – Negligence
2. Medical Malpractice II – Abuse of Transference
3. Ostensible Agency/Vicarious Liability
4. Professional Negligence
5. Sexual Contact with a Patient (CC §43.93)
6. Intentional Infliction of Emotional Distress
7. Breach of Fiduciary Duty
8. Corporate Hospital Liability
9. General Negligence

21 **GENERAL ALLEGATIONS**

22 I. Plaintiff is using a fictitious name in this Complaint under rights to privacy granted
23 by the Constitution of the State of California due to the sensitive nature of this case. If, for any
24 reason, Defendant cannot accurately determine the identity of the Plaintiff, his attorney can
25 contact Plaintiff's attorney at the number on the face sheet of the Complaint, and the name of the
26 Plaintiff will be provided. Plaintiff's name has previously been provided pursuant to Civil Code
27 of Procedure section 364.

28 ///

2. Plaintiff JANE MN DOE is a natural person who is a resident of the County of Sacramento.

3. Defendant LENTON J. MORROW, M.D. (hereinafter referred to as "MORROW") is a natural person who is believed to be a resident of the County of Yolo, State of California.

4. At all relevant times hereinafter mentioned in this Complaint, Defendant MORROW was a physician licensed by the Medical Board of California and held himself out as possessing that degree of care, skill, ability, training and learning common to psychiatrists in the community.

5. Plaintiff is informed and believes and upon such information and belief alleges that Defendant BHC HERITAGE OAKS HOSPITAL, INC., (hereinafter referred to as "HERITAGE OAKS"), is believed to be a corporation formed under and by virtue of the laws of the State of California, doing business as a mental healthcare facility in Sacramento, California, County of Sacramento.

6. At all relevant times mentioned herein, Defendant MORROW was employed by HERITAGE OAKS and/or was an agent of HERITAGE OAKS and practiced psychiatry at HERITAGE OAKS.

7. At all times mentioned in this Complaint, HERITAGE OAKS held itself out as possessing that degree of care, skill, ability, training and learning common to psychiatric facilities that render care to mentally ill individuals in the community.

8. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES or of the factors linking them to causes of action stated herein and therefore sues such defendants by such fictitious names. Plaintiff will amend her Complaint to allege the true names and capacities of DOES when ascertained. Plaintiff is informed and believes and thereon alleges that each of the DOE defendants is responsible in some manner for the events and happenings hereinafter referred to, thereby proximately causing injury and damage to the Plaintiff as herein alleged.

9. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, defendants and each of them, were the agents, servants, employees and/or joint

venturers of their co-defendants and were, as such, acting within the scope, course and authority of said agency employment and/or joint venture and that each and every defendant, as aforesaid, has ratified and approved of the acts of his or her agent.

10. Plaintiff JANE MN DOE was admitted to HERITAGE OAKS Hospital in August 8, 2011 with a history of major depressive disorder and alcohol dependence. During the course of Plaintiff's hospitalization, Plaintiff was assigned to Dr. Berci for psychiatric care. Plaintiff was discharged on or about August 12, 2011, with the diagnosis of major depression, severe, recurrent.

11. Plaintiff JANE MN DOE again was admitted to HERITAGE OAKS Hospital on October 8, 2011 due to severe decomposition at home. On this occasion, Plaintiff was assigned to Defendant MORROW who advised Plaintiff that he would be taking over from Dr. Berci. Plaintiff's inpatient treating psychiatrist was Defendant MORROW. Plaintiff was discharged on October 21, 2011, with follow up instructions to participate in the Partial Hospitalization Program on the day after discharge. Plaintiff's discharge diagnoses on Axis I were major depressive disorder, recurrent, severe – 296.33; alcohol dependence, continuous use – 303.9; and Axis II was deferred – 799.9 with significant borderline and histrionic traits.

12. In addition to serving as Plaintiff JANE MN DOE's attending psychiatrist during Plaintiff's hospitalizations at Heritage Oaks Hospital from October 8, 2011 to October 21, 2011, Defendant MORROW rendered psychiatric care to Plaintiff in the HERITAGE OAKS sponsored Partial Hospitalization Program from October 25, 2011 to November 2, 2011 and subsequently on an outpatient basis. The negligent and wrongful acts complained of below occurred from October 2011 until in or about November 2012.

13. Plaintiff JANE MN DOE was admitted on an involuntary 5150 hold to a sister hospital of Heritage Oaks, Sierra Vista Hospital, on November 8 2012. During the course of the hospitalization from November 8, 2012 – November 12, 2012, Plaintiff disclosed specific details concerning her relationship with Defendant Morrow to her attending psychiatrist at Sierra Vista, Syed M., Munir, M.D. Dr. Munir, in Plaintiff's discharge diagnoses on Axis IV wrote, "inappropriate relationship with a treating psychiatrist."

///

14. Plaintiff manifested no awareness that she had suffered appreciable harm as a result of the negligent and misguided treatment Plaintiff received from Defendant MORROW, who was assigned as her treating psychiatrist by Defendant HERITAGE OAKS, until in or about November 8, 2012.

15. Defendant HERITAGE OAKS is estopped from raising a statute of limitations that is any different than the statute of limitations that is applicable to the conduct of Defendant Dr. MORROW because Defendant HERITAGE OAKS assigned Plaintiff to Dr. MORROW for psychiatric treatment as set forth below in paragraphs 11-13 and above at paragraphs 32-35. Based upon the ostensible agency/vicarious liability of Defendant HERITAGE OAKS set forth in the Third Cause of Action, the statute of limitations against Defendant HERITAGE OAKS runs throughout the course of psychiatric treatment of Plaintiff rendered by Defendant MORROW.

16. Notices to Health Care Providers were sent to Defendants MORROW and HERITAGE OAKS on May 3, 2013.

17. At least some of the wrongful acts mentioned herein occurred in Sacramento, California; therefore, venue is properly placed in Sacramento County.

FIRST CAUSE OF ACTION

(Medical Malpractice I – Negligence - MORROW)

18. Plaintiff incorporates herein by reference all General Allegations as though fully set forth herein and with the same force and effect.

19. During the course of the aforementioned treatment of Plaintiff by Defendant, Defendant agreed to diagnose and treat Plaintiff's emotional problems, and to do all things necessary and proper in connection therewith, thus establishing the relationship of psychiatrist and patient between said Defendant and Plaintiff.

20. During the course of said professional relationship, Defendant engaged Plaintiff in multiple relationships and rendered ineffective and substandard assessment and treatment. Such negligent and careless treatment included, but was not limited to:

- a. Not attempting to treat Plaintiff for her presenting problems; rather, Defendant developed his own agenda for treatment, which constituted the meeting of his own personal needs;

- b. Fostering a dependency relationship in a patient who needed help with individualization;
- c. Engaging Plaintiff in harmful multiple relationships;
- d. Clouding and breaking down emotional boundaries in a patient who should have been treated by the establishment of firm boundaries which should have been maintained and controlled throughout treatment;
- e. Failure to obtain supervision or seek consultation or peer review regarding the treatment of Plaintiff, including supervision of Defendant's own counter-transference issues; and
- f. Failure to adequately attend to his own psychological wellness and self-care, which placed him at risk for impaired professional functioning.
- g. Mismanagement of Plaintiff's medications and alcohol consumption.

21. All of the above allegations, which are not meant to be exhaustive, but only examples of Defendant's negligence, constitute actions and omissions below the standard of care in the community and exist wholly and separately from the intentional acts alleged in other parts of this Complaint. If Defendant never acted sexually toward Plaintiff and never performed the intentional misconduct hereinafter alleged, he would have still violated the standard of care in his treatment of Plaintiff as alleged above. Each and every one of the above acts occurred during the years of Plaintiff's treatment with Defendant.

22. As a result of the conduct herein alleged Plaintiff has been harmed and suffered damages as more fully set forth below.

SECOND CAUSE OF ACTION
(Medical Malpractice II – Abuse of Transference
Against Defendant MORROW)

23. Plaintiff herein repeat and re-allege as though fully set forth at length each and every paragraph of this Complaint, except for the paragraphs which are inconsistent with a cause of action for Medical Malpractice – Abuse of Transference.

24. In 2011, and thereafter, Plaintiff was suffering from mental disorders and/or emotional problems. Because of the nature and type of said mental illnesses and/or problems, and because of Plaintiff's pre-existing condition and background, Plaintiff was highly susceptible to

the suggestions of a psychiatrist who, by reason of his training, could take advantage of such illness. Because of such illness, Plaintiff was particularly susceptible to believing that he psychiatrist would actually care for her and look out for her best interests and thus she could easily be sexually pursued and otherwise inappropriately influenced by such psychiatrist, especially considering the nature of therapy and the transference process hereinafter alleged. Such actions upon the part of a psychiatrist would severely aggravate her then-existing condition and cause it to be permanent in nature and further cause her to be deprived of further treatment because of her lack of confidence in that treatment, and could cause her the need to be hospitalized for a long-term hospitalization as opposed to being able to be treated on an outpatient basis.

25. In order to cure a patient suffering from a mental and/or emotional condition such as Plaintiff had in 2011, it is necessary for the psychiatrist, by methods learned by him or her in his or her training, to establish what is known as the "transference phenomenon." The psychiatrist encourages the trust of the patient and as that trust develops, the patient begins to "transfer" feelings and perceptions which she had for significant people (usually mother and father) in her past onto the psychiatrist. This is an unconscious process that the patient does not realize is occurring. The psychiatrist essentially "becomes" the parent in the patient's eyes. However, unlike the real parent, the psychiatrist can remain "neutral" and nonjudgmental. The patient begins to place enormous trust in the psychiatrist when the patient reveals her darkest secrets to the psychiatrist. Also, due to the natural imbalance in the relationship, in which a patient is looking towards the psychiatrist for help, the psychiatrist is not only in a position of tremendous power in relationship to the patient, but also the psychiatrist can exert a tremendous amount of influence on the patient. In the natural progression of therapy, the patient begins to transfer the juvenile fantasies she had for her parents onto the psychiatrist. The appropriate psychiatrist is then able to learn more and more about the patient's unconscious motivations and barriers and then is able to slowly and carefully help the patient gain insight into a series of "problems" that began in early childhood, which will help the patient overcome years of self-destructive behavior and will place the patient on the road to mental health. On the other hand, at this point, the patient becomes extraordinarily vulnerable to the inappropriate suggestions and influence of the psychiatrist. The

patient can often be in a regressed state where she is reacting to the psychiatrist the way a young child would react to her parents. It is usual for the patient to begin expressing sexual feelings towards the psychiatrist and/or to attempt to act out on those feelings. When this occurs, the appropriate psychiatrist maintains her/his neutral persona and helps the patient understand the source of the fantasies and feelings which the patient is experiencing. The inappropriate psychiatrist exploits the situation and begins sexualizing the therapy for her own benefit or at least to the patient's detriment. Because of the transference situation, for a psychiatrist to engage in any type of sexual contact with a patient would be almost identical in its harmful effect to a parent engaging in a sexual relationship with a child. Once a psychiatrist allows a patient to believe her sexual fantasies can be fulfilled by the psychiatrist, the patient is almost powerless to resist. If this transference phenomenon is abused by the psychiatrist, not only sexually but in other ways too, it likely will not only worsen the mental illness of the patient but by the reason of the patient's resulting lack of confidence, it will also prevent the patient from being treated successfully in the future without a long-term hospitalization and long-term intense therapy, and even then, the patient cannot be totally put back together.

26. Commencing in 2011 and continuing thereafter, Defendant Morrow so negligently and carelessly treated, guided, counseled, diagnosed, supervised and cared for Plaintiff and abused the transference phenomenon as to cause Plaintiff's condition to worsen. Such negligent and careless treatment and abuse of the transference phenomenon by Defendant Morrow included, but was not limited to, the following acts:

- a. In or around November 2011, Defendant would begin therapy sessions with tight hugs. Said hugs gradually became more physical with Defendant moving his hands onto Plaintiff's clothed lower back and buttocks.
- b. Inappropriate sexual talk and innuendo with Plaintiff during therapy sessions.
- c. In approximately 2012, Defendant began kissing Plaintiff during formal psychotherapy sessions.
- d. Defendant told Plaintiff that they could enter into a sexual relationship but it would have to be hidden from their respective spouses.

///

- e. Gradually therapy sessions became a combination of traditional talk therapy and physical contact, starting with the above-mentioned touching and kissing, and concluding, in sexual intercourse that continued until at least 2012. Sexual contact occurred in Defendant's office.

27. The above allegations are not meant to be exhaustive, but are only examples of Defendant's abuse of the transference phenomenon and inappropriate conduct.

28. Defendant Morrow, by reason of his training and background knew, or should have known, that a psychiatric patient such as Plaintiff, with the type of emotional condition and/or mental illness from which she was suffering, was particularly susceptible to being influenced by Defendant, to being sexually abused by Defendant, to being exploited by Defendant and to believing that Defendant was the only one who could help her.

29. As a proximate result of the above, Plaintiff suffered damages as otherwise alleged in this Complaint.

THIRD CAUSE OF ACTION
(Ostensible Agency/Vicarious Liability
Against Defendant HERITAGE OAKS)

30. Plaintiff incorporates herein by reference each and every allegation in the Second Cause of Action as if fully set forth herein and with the same force and effect.

31. Dr. MORROW was the ostensible agent of HERITAGE OAKS. HERITAGE OAKS hospital held itself out as a provider of medical/psychiatric services. Plaintiff was sent to defendant HERITAGE OAKS for psychiatric care.

32. Plaintiff's attending psychiatrist during her first HERITAGE OAKS hospitalization from August 8, 2011 to August 12, 2011 was Dr. Berci. Upon her second admission to HERITAGE OAKS on October 8, 2011, Plaintiff was introduced to Defendant Dr. MORROW. Defendant MORROW told Plaintiff that Dr. Berci was unavailable at that time and he was filling in for her. Subsequently, Defendant MORROW advised Plaintiff that he had offered to serve as Plaintiff's attending psychiatrist and he would "be your doctor."

33. Plaintiff thought and believed that Defendant MORROW was a psychiatrist employed by Defendant HERITAGE OAKS. Plaintiff was hospitalized on a Welfare and Institutions Code § 5150 at HERITAGE OAKS. Dr. MORROW was assigned by HERITAGE

OAKS to serve as Plaintiff's treating physician. Plaintiff did not choose Defendant MORROW to be her treating psychiatrist. No employee or representative of Defendant HERITAGE OAKS ever told Plaintiff that Defendant MORROW was somehow "independent" of Defendant HERITAGE OAKS. In fact, the opposite was true - all staff of Defendant HERITAGE OAKS would defer to Defendant MORROW for all of Plaintiff's medical and psychiatric needs. Defendant MORROW acted with complete authority during Plaintiff's hospitalization from October 8, 2011 to October 21, 2011. Defendant MORROW also continued to act as Plaintiff's treating psychiatrist in the Partial Hospital Program recommended and provided by HERITAGE OAKS and later as an outpatient psychotherapist. HERITAGE OAKS did not explain to plaintiff the employment relationship it had with Dr. MORROW.

34. Plaintiff reasonably believed that Dr. MORROW was an employee of HERITAGE OAKS hospital. Plaintiff had never been treated by Dr. MORROW before being assigned to Dr. MORROW by HERITAGE OAKS.

35. Due to HERITAGE OAKS' failure to inform plaintiff of the employment status of Dr. MORROW, Plaintiff did not have actual knowledge of Dr. MORROW's actual employment status. HERITAGE OAKS created the belief in Plaintiff that Dr. MORROW was the hospital's agent. It was objectively reasonable for plaintiff to believe that Dr. MORROW was an employee of the hospital because plaintiff was treated by Dr. MORROW at HERITAGE OAKS. Plaintiff reasonably relied on this ostensible or apparent agency by accepting treatment from Dr. MORROW. Due to Dr. MORROW's aforementioned negligence HERITAGE OAKS, as the ostensible or apparent principal of Dr. MORROW, is vicariously liable for all harm caused by their ostensible or apparent agent, Dr. MORROW.

36. As a result of the conduct herein alleged Plaintiff has been harmed and suffered damages as more fully set forth below.

FOURTH CAUSE OF ACTION

(Professional Negligence – HERITAGE OAKS)

37. Plaintiff incorporates herein by reference each and every allegation in the Third Cause of Action as if fully set forth herein and with the same force and effect.

38. During the course of the aforementioned business and/or employment relationship that existed between Defendant MORROW and Defendant HERITAGE OAKS, Defendant HERITAGE OAKS agreed to provide training and supervision of Plaintiff's care by Defendant MORROW and to do all things necessary and proper in connection therewith. Defendant HERITAGE OAKS owed Plaintiff a duty not to perform its responsibilities to her negligently and not to negligently hire, control, monitor, supervise, and review the actions of their psychiatrists, including MORROW. During the course of the said professional relationship, Defendant HERITAGE OAKS failed to adequately discharge their aforementioned duties, thus exposing Plaintiff to a foreseeable risk of harm. Specifically, such negligent hiring, training and supervising included a failure to adequately screen and investigate the activities and background of MORROW, a failure to forbid MORROW from engaging Plaintiff in various harmful multiple relationships, including sexual contact.

39. Plaintiff is informed and believes and thereon alleges that Defendant HERITAGE OAKS knew, or in the exercise of reasonable diligence, should have known, that Defendant MORROW was incompetent and unfit to perform the duties for which he was rendering at Defendant HERITAGE OAKS, and that an undue risk to persons such as Plaintiff would exist because of Defendant MORROW's position.

40. All of the foregoing acts or omissions of Defendant HERITAGE OAKS as herein alleged fell far below the standard of care of licensed mental healthcare facilities in the community, and said wrongful acts/omissions constitute negligence.

41. As a result of the conduct herein alleged Plaintiff has been harmed and suffered damages as more fully set forth below.

FIFTH CAUSE OF ACTION

(Sexual Contact With a Patient - Civil Code §43.93 - MORROW)

42. Plaintiff incorporates herein by reference all General Allegations as though fully set forth herein and with the same force and effect.

43. During the time that Plaintiff was Defendant MORROW's patient, Defendant MORROW engaged in sexual contact with Plaintiff.

44. Plaintiff was within the class of persons specifically designed to be protected by Civil Code section 43.93, and her injuries resulted from an occurrence of the nature which the statute was designed to prevent.

45. As a result of the conduct herein alleged Plaintiff has been harmed and suffered damages as more fully set forth below.

SIXTH CAUSE OF ACTION

(Intentional Infliction of Emotional Distress - MORROW)

46. Plaintiff incorporates herein by reference each and every allegation in the Fifth Cause of Action as if fully set forth herein and with the same force and effect.

47. All of the acts of Defendant MORROW listed herein were done and committed with the intent to cause Plaintiff severe emotional distress and/or were of such an outrageous character as to be beyond all bounds of decency and to shock the conscience of a reasonable person. In doing the despicable acts complained of herein, Defendant MORROW acted with oppression, fraud, malice and conscious disregard of the safety and welfare of plaintiff. Defendant MORROW knew that his acts would expose Plaintiff to a foreseeable risk of serious and grievous harm, and Plaintiff was injured as a result of said conduct as more fully set forth below.

48. Such conduct included, but was not limited to intentionally engaging Plaintiff in sexual intimacies during her psychiatric treatment with Defendant MORROW by manipulating and using his powers and abilities as a psychiatrist.

49. As a result of the foregoing conduct of Defendant MORROW, Plaintiff was harmed as more fully set forth below.

SEVENTH CAUSE OF ACTION

(Breach of Fiduciary Duty – All Defendants)

50. Plaintiff repeats and realleges as though fully set forth herein each and every paragraph of this Complaint, except for the paragraphs inconsistent with a cause of action for breach of fiduciary duty.

51. Because of the position of authority and trust occupied by the Defendants, and each of them, and because of the nature of the therapy and the transference phenomenon, the Plaintiff

was induced to place special trust and confidence in the Defendants with respect to the course of medical treatment.

52. Because of the relationship of confidentiality and trust fostered by the Defendants, and each of them, and Plaintiff's reliance on the confidence of them, a fiduciary relationship existed between Plaintiff and Defendants.

53. All Defendants fostered this fiduciary relationship from the beginning of treatment until the end of the Plaintiff's relationship with Defendant MORROW caused Plaintiff harm as more fully set forth below.

54. Defendants failed to act to protect Plaintiff from harm and acted in a way to cause Plaintiff harm by placing their interests ahead of the safety and well-being of Plaintiff.

55. Defendants' actions in this regard constitute a breach of fiduciary relationship that existed between Plaintiff and Defendants. As a direct and proximate foreseeable result of the conduct of Defendants, Plaintiff has been injured as set forth below.

56. As a result of the conduct herein alleged Plaintiff has been harmed and suffered damages as more fully set forth below.

EIGHTH CAUSE OF ACTION
(Corporate Hospital Liability - HERITAGE OAKS)
(Elam v. College Park Hospital (1982) 132 Cal.App.3d 332)

57. Plaintiff incorporates by reference all allegations in the Seventh Cause of Action as though said allegations were fully set forth herein and with the same force and effect.

58. In the aforementioned examination, diagnosis, care, treatment, control, and general care and treatment of Plaintiff, Defendants, and each of them, failed in their duties in that they failed to possess and exercise that degree of knowledge and skill ordinarily possessed and exercised by hospitals, physicians, nurses, attendants, and other caregivers, so as to proximately cause the injuries and damages to Plaintiff as herein alleged.

59. Said Defendants, and each of them, owed a duty to Plaintiff herein, of selecting and reviewing the competency of its staff physicians, health care providers and other employees, carefully.

///

60. Plaintiff is informed and believes that Defendants, and each of them, breached their duty in exercising reasonable care in selecting, reviewing, periodically reviewing, and evaluating the competency of its staff physicians, health care providers, and other employees, so as to proximately cause the injuries and damages to Plaintiff as herein alleged.

61. Defendants, and each of them, did so negligently perform their duties such that they failed to ensure the competency of their medical and healthcare staff through careful selection and review and periodic evaluation of the staff physicians, health care providers and other employees, thereby proximately causing the injuries and damages to Plaintiff as herein alleged.

62. The acts of Defendants, and each of them, in negligently screening and subsequently ensuring the competency of its staff physicians, health care providers and other employees, so as to proximately thereby cause the injuries and damages to Plaintiff as herein alleged.

63. As a result of the conduct herein alleged Plaintiff has been harmed and suffered damages as more fully set forth below.

NINTH CAUSE OF ACTION

(General Negligence - Defendant MORROW)

64. Plaintiff herein repeats and re-alleges as though fully set forth at length each and every paragraph of this Complaint, except for the paragraphs which are inconsistent with a cause of action for General Negligence.

65. A confidential and fiduciary relationship existed between Plaintiff and Defendant MORROW. Plaintiff had every right to expect that MORROW would treat Plaintiff with the proper psychiatric treatment for her problems, and that the information that she disclosed to Defendant and the relationship itself would be kept confidential.

66. During the course of Defendant MORROW's relationship with Plaintiff, Defendant had access to medical and psychiatric information concerning Plaintiff's health and state of mind and knew of her susceptibility to emotional distress. MORROW had training in psychiatry that Plaintiff did not possess.

///

67. By virtue of Defendant's professional education, training, and his experience as a psychiatrist, MORROW knew or should have known that people such as Plaintiff, suffering from the types of problems which she presented, were particularly susceptible to being influenced by MORROW and being manipulated by MORROW, and that MORROW's failure to exercise due care in the performance of his acts and promises would cause Plaintiff severe emotional distress.

68. Insofar as any of MORROW's conduct as otherwise stated in the First and Second Causes of Action of this Complaint was outside of the course and scope of his employment, he was acting in a non-professional capacity; therefore, he was negligent in his actions, and his negligence proximately caused Plaintiff's damage as otherwise stated in the Complaint.

69. Defendant caused Plaintiff bodily injury by engaging in various non-sexual, non-intentional, negligent acts from August 2011 to the end of treatment.

DAMAGES

70. As a direct, legal and proximate result of each and all of the Causes of Action herein above alleged, Plaintiff has been damaged as herein below set forth.

71. Plaintiff has suffered psychological and emotional injury and harm, including not only the immediate distress caused by Defendants and their conduct, but also long-term psychological injuries which were to a large extent only latent at the time of the wrongful conduct, and which have developed and occurred, and will in the future continue to develop and occur in Plaintiff, all to Plaintiff's general damages in a sum to be proven. Plaintiff has further suffered an exacerbation of any emotional difficulties which were pre-existing the harmful treatment he received from Defendants.

72. Plaintiff has suffered physical, mental and emotional health problems as a result of which she has had to employ, and will in the future continue to have to employ, medical and mental health professionals for diagnosis and treatment and has incurred and will in the future continue to incur expenses therefore, in a sum as yet unascertained. Plaintiff will ask leave of Court to amend this Complaint to state the exact amount of expenses when they are ascertained.

///

///

73. Plaintiff has suffered and will in the future continue to suffer a loss of earnings and of earning capacity, in a sum as yet unascertained. Plaintiff will ask leave of court to amend this Complaint to state the exact amount of such losses when the same are ascertained.

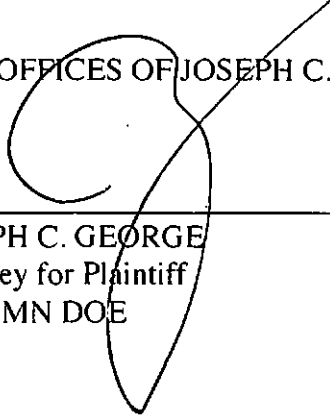
WHEREFORE, Plaintiff prays for judgment as follows:

1. For damages for past and future medical, psychotherapy, and related expenses according to proof at the time of trial;
2. For general damages for physical and mental pain and suffering and emotional distress in a sum to be proven at the time of trial;
3. For damages for past and future lost wages and loss of earning capacity according to proof at the time of trial;
4. For prejudgment interest pursuant to statute;
5. For costs of suit herein; and
6. For such other and further relief as the Court deems proper.

Dated: March 20, 2014

LAW OFFICES OF JOSEPH C. GEORGE, PH.D.

By:



JOSEPH C. GEORGE
Attorney for Plaintiff
JANE MN DOE

1 Re: *Jane MN Doe and John Doe v. Lenton J. Morrow, M.D., BHC Heritage Oaks Hospital, Inc. and*
2 *Does 1 through 20, inclusive*
3 Sacramento County Superior Court Case No: 34-2013-00149592

3 **PROOF OF SERVICE**

4 I, Shelby Nordman, declare as follows:

5 I am over the age of eighteen years and not a party to the within action; my business address is 601
6 University Avenue, Suite 200, Sacramento, CA 95825; I am employed in Sacramento County, California.

7 I am readily familiar with my employer's practices for collection and processing of correspondence
8 for mailing with the United States Postal Service and with Federal Express. On March 20, 2014, I served a
9 copy of the following document;

9 **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 on the interested parties in this case by:

11 X Following ordinary business practices and placing for collection and mailing at 601 University
12 Avenue, Suite 200, Sacramento, CA 95825, a true copy of the above-referenced document(s),
13 enclosed in a sealed envelope; in the ordinary course of business, the above documents would have
14 been deposited for first-class delivery with the United States Postal Service the same day they were
15 placed for deposit, with postage thereon fully prepaid, in the United States mail at Sacramento,
16 California, addressed as follows:

15 — Facsimile transmission from (916) 641-7303. Based on an agreement of the parties to accept
16 service by fax transmission, I faxed the document(s) to the persons at the fax numbers listed below.
17 No error was reported by the fax machine that I used. A copy of the record of the fax transmission
18 is attached hereto.

18 — Depositing copies of the above documents in a box or other facility regularly maintained by
19 Federal Express in an envelope or package designated by the carrier with delivery fees paid or
20 provided for, addressed as follows:

20 Daniela P. Stoutenburg, Esq.
21 DUMMIT, BUCHHOLZ & TRAPP
22 1661 Garden Highway
23 Sacramento, CA 95833
24 Tel.: (916) 929-9600
25 Fax: (916) 927-5368
26 *Attorneys for BHC Heritage Oaks Hospital, Inc.*

20 Ann H. Larson, Esq.
21 McNamara, Ney, Beatty, Slattery,
22 Borges & Ambacher, LLP
23 1211 Newell Avenue
24 Walnut Creek, CA 94596
25 Tel.: (925) 939-5330
26 Fax: (925) 939-0203
27 *Attorney for Defendant Lenton J. Morrow, M.D.*

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
25 and correct. Executed at Sacramento, California, on March 20, 2014.

26 
27 Shelby Nordman
28

CLERK OF SUPERIOR COURT
COUNTY OF SACRAMENTO

2017 MAR 20 PM 1:50

RECEIVED
IN DROP BOX