

1 ADAM B. WOLF (Cal. Bar No. 215914)
2 PEIFFER WOLF CARR KANE & CONWAY, LLP
3 5042 Wilshire Blvd., No. 304
4 Los Angeles, CA 90036
5 Telephone: (415) 766-3545
6 Facsimile: (415) 402-0058
7 awolf@peifferwolf.com

8 TRACEY B. COWAN (Cal. Bar No. 250053)
9 PEIFFER WOLF CARR KANE & CONWAY, LLP
10 4 Embarcadero Center, Suite 1400
11 San Francisco, CA 94111
12 Telephone: (415) 426-5641
13 Facsimile: (415) 402-0058
14 tcowan@peifferwolf.com

15 *Attorneys for Plaintiffs*

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

18 DAPHNA CARDINALE and
19 ALEXANDER CARDINALE,

20 Plaintiffs,

21 vs.

22 CALIFORNIA CENTER FOR
23 REPRODUCTIVE HEALTH; ELIRAN
24 MOR; IN VITROTECH LABS, INC.;
25 BEVERLY SUNSET SURGICAL
26 ASSOCIATES, LLC; and DOES 1
27 THROUGH 10, inclusive,

28 Defendants.

Case No.

COMPLAINT

- (1) BREACH OF CONTRACT**
- (2) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**
- (3) MEDICAL MALPRACTICE**
- (4) NEGLIGENCE**
- (5) CONVERSION**
- (6) FRAUDULENT CONCEALMENT**
- (7) VIOLATION OF UNFAIR COMPETITION LAW**
- (8) NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS**
- (9) BATTERY**
- (10) VIOLATION OF PENAL CODE § 367g**

DEMAND FOR JURY TRIAL

COMPLAINT

1 **INTRODUCTION**

2 1. Daphna and Alexander Cardinale were customers of California Center for Reproductive
3 Health (“CCRH”) and Dr. Eliran Mor. They entrusted CCRH and Dr. Mor with their dreams of having
4 a child, as well as with their most sensitive and important property: their embryos.

5 2. CCRH and the other defendants violated that trust in a shocking manner. During an IVF
6 procedure, CCRH purportedly transferred Daphna and Alexander’s embryo to Daphna, who consequently
7 became pregnant and gave birth to a healthy daughter. After the birth, however, Alexander was confused
8 and dismayed by the fact that she didn’t resemble either of her parents. Two months after the birth, a DNA
9 test confirmed Alexander’s worst fear: the child was not related to the Cardinales.

10 3. CCRH implanted a stranger’s embryo into Daphna, and thus Daphna became an
11 unwilling and unknowing surrogate for an unknown couple whose child Daphna and Alexander were
12 forced to raise. The Cardinales, including their young daughter, fell in love with this child, and were
13 terrified she would be taken away from them. All the while, Alexander and Daphna did not know the
14 whereabouts of their own embryo, and thus were terrified that another woman had been pregnant with
15 their child—and their child was out in the world somewhere without them.

16 4. Daphna and Alexander alerted CCRH. In the coming weeks, Alexander and Daphna
17 learned that CCRH outsourced the handling of their embryo to In VitroTech Labs, Inc., a third-party
18 embryology lab, and its parent company, Beverly Sunset Surgical Associates, LLC. Not only that, but
19 the lab chosen (without Alexander and Daphna’s knowledge) and its parent company were both owned
20 by Dr. Mor and had a sordid history of allegedly mixing up, mislabeling, and/or outright losing clients’
21 genetic material.

22 5. It was Dr. Mor’s lab, In VitroTech, that mixed up Alexander and Daphna’s embryo with
23 one from the other couple (“Couple Two”). Both embryos were inserted into the wrong women. In
24 other words, Daphna was surgically implanted—against her will or knowledge—with the sperm and
25 egg of a man and woman who were complete strangers to her. Meanwhile, Daphna and Alexander’s
26 embryo was transferred to that same couple, Couple Two, a few weeks after Daphna’s transfer
27 procedure. Couple Two carried to term and gave birth to a baby girl—Alexander and Daphna’s
28 biological child—and raised her for months before Defendants’ mistakes were uncovered and proven.

1 mentioned in this Complaint was, a citizen of Los Angeles County, California.

2 12. Plaintiff ALEXANDER CARDINALE is an individual who is now, and at all relevant
3 times mentioned in this Complaint was, a citizen of Los Angeles County, California.

4 13. At all times relevant herein, Defendant CALIFORNIA CENTER FOR REPRODUCTIVE
5 HEALTH (“CCRH”) was and is a corporation, organized and existing under the laws of the State of
6 California, with its principal place of business in Los Angeles, California. CCRH was and is in the
7 business of providing various fertility-related services to the public. Such services include performing in
8 vitro fertilization (“IVF”) retrieval cycles and transfer procedures.

9 14. At all times relevant herein, Defendant IN VITROTECH LABS, INC. (“In VitroTech”)
10 was and is a corporation, organized and existing under the laws of the State of California, with its
11 principal place of business in Los Angeles, California. In VitroTech was and is in the business of
12 providing various fertility-related services to the public. Such services include fertilizing, cryo-
13 preserving, and storing embryos and sperm for IVF, as well as taking biopsies from embryos to be sent
14 for genetic testing prior to the embryos being used in IVF services.

15 15. On information and belief, at all times relevant herein, BEVERLY SUNSET SURGICAL
16 ASSOCIATES, LLC (“BSSA”) was and is a limited liability company, organized and existing under the
17 law of the State of California, with its principal place of business in Los Angeles, California. On
18 information and belief, BSSA is owned by Defendant Eliran Mor, is the parent company of In VitroTech,
19 and is responsible for overseeing the protocols, procedures, and operations of In VitroTech.

20 16. Defendant ELIRAN MOR (“Mor”), at all times relevant herein, was and is an owner,
21 employee, and Medical Director of CCRH, as well as an owner of In VitroTech and BSSA. Dr. Mor was
22 the fertility specialist for both the Cardinales and Couple Two. Dr. Mor transferred Couple Two’s embryo
23 to Daphna and transferred Plaintiffs’ embryo to Couple Two, among other misconduct.

24 17. The true names and capacities, whether individual, corporate, associate or otherwise, of
25 Defendants sued herein as DOES 1 through 10, inclusive, are unknown to Plaintiffs, who therefore sue
26 said Defendants by such fictitious names. Plaintiffs are informed and believe, and thereon allege, that
27 each of said fictitious Defendants caused injury and damages to Plaintiffs.

28 18. At all times relevant herein, the Defendants, and each of them, were the agents, servants,

1 partners, aider and abettors, conspirators, employees, and joint venturers of each other. At all times
2 relevant herein, each and all of the Defendants were operating and acting within the course and scope of
3 their respective agency, service, employment, partnership, conspiracy, and joint venture relationships,
4 and rendered substantial assistance and encouragement to each of the other Defendants, knowing that
5 their conduct constituted a breach of duty to the Plaintiffs.

6 **JURISDICTION AND VENUE**

7 19. This Court has personal jurisdiction over the defendants because Defendants are
8 residents and/or do business in the State of California.

9 20. Venue is proper in this Court because the Defendants reside in Los Angeles County and
10 the injury occurred in Los Angeles County.

11 **STATEMENT OF FACTS**

12 **The Beginning**

13 21. Daphna and Alexander met in 2002 and married in June 2006. Throughout their courtship,
14 they agreed that conceiving, delivering, and raising children together was one of their most cherished
15 dreams. They planned to have two kids. To that end, they started trying to get pregnant roughly five years
16 after their marriage. After several years of trying, they conceived naturally and had a daughter in April
17 2014. They waited two years to start trying again, after being prompted by their daughter's frequent and
18 impassioned pleas for a little sister.

19 22. Unfortunately, this time around they did not have success conceiving naturally. Instead,
20 they suffered heartbreaking years of trying with no luck. On Daphna's fortieth birthday, when they
21 learned their most recent efforts had again failed, they decided to seek professional help and began
22 investigating assisted reproductive technology. On a recommendation from a friend, they ultimately
23 sought out the assistance of CCRH and Dr. Mor.

24 23. Before proceeding further, Daphna and Alexander reviewed Dr. Mor and CCRH's website
25 and other materials, and they relied upon the representations set forth therein regarding Dr. Mor and
26 CCRH's purportedly high standards of care, treatment, and technology, as well as their reportedly high
27 success rates. CCRH's website touts CCRH as "one of the top fertility clinics in the US," which prides
28 itself on "proven high success rates year after year, thanks to personalized fertility care, using innovation

1 and employing safe and proven fertility treatments to achieve a successful outcome.” The website further
2 boasts that Dr. Mor “is constantly striving to stay on the cutting-edge of fertility treatments and human
3 reproduction” and that his “[i]nvolvement in every aspect of your fertility care and complete
4 micromanagement of your treatment makes Dr. Mor your ideal partner in your path to becoming
5 pregnant.” Ultimately, when the Cardinales met with Dr. Mor, he assured them of all of the above
6 verbally, noted that everything was done “in house,” and stated that he would be overseeing every aspect
7 of the process for them.

8 24. After meeting with Dr. Mor in the summer of 2018, Daphna and Alexander decided to
9 follow his advice to try IVF at CCRH to build their family. IVF is an invasive and technical process. The
10 first step for IVF involves several weeks of drug therapy designed to hyper-stimulate the woman’s
11 reproductive system into producing multiple eggs as part of her monthly cycle. These eggs are retrieved
12 surgically and then fertilized with sperm in a laboratory. The resulting embryos can be frozen for later
13 use.

14 25. Daphna and Alexander clearly and unequivocally communicated their instruction for
15 Defendants to retrieve Daphna’s eggs and fertilize them with Alexander’s sperm, and then later to have
16 their resulting embryo(s) transferred to Daphna. Daphna and Alexander were clear that Daphna would
17 carry any children they conceived through this process. At no point did Defendants disclose a risk that
18 they would transfer Daphna and Alexander’s embryo to a stranger without their consent. Nor did any
19 Defendant disclose to the Cardinales that Defendants might place someone else’s embryo into Daphna’s
20 uterus without her consent.

21 **The IVF Services**

22 26. IVF is an expensive and arduous process, subjecting prospective parents, including
23 Daphna, to substantial physical and emotional strain. To prepare for the procedure, Daphna and
24 Alexander attended many appointments over the course of several months. During these visits, Daphna
25 underwent numerous ultrasounds and blood tests.

26 27. To increase the chance for success, Daphna was prescribed drugs to stimulate egg
27 development and ovulation. The drugs were administered daily by needle for a little over two to three
28 weeks, thereby stimulating the ovaries to increase production from the usual one egg to perhaps twenty

1 eggs per month. During this time period, Daphna went to CCRH nearly every other day for follow-up
2 examinations and blood tests.

3 28. Added to this inconvenience, the physical and emotional side effects of this hormone
4 treatment were horrible. Daphna and Alexander gave Daphna up to five different injections per day. The
5 shots were painful and caused unnatural stomach bloating and sharp mood swings. Daphna felt like she
6 was on an emotional rollercoaster during this time.

7 29. On the day of the egg-retrieval surgery, several eggs were extracted from Daphna.
8 Following the retrieval procedure, Daphna was in terrible pain and could not get out of bed for several
9 days.

10 30. Acting on their own initiative—and without seeking the consent of Daphna and
11 Alexander—CCRH and Mor used a third-party fertility lab, In VitroTech, and its parent company BSSA,
12 to fertilize the eggs with Alexander’s sperm, leading to one viable chromosomally normal embryo that
13 the lab cryo-preserved for later transfer. Daphna and Alexander used their frozen embryo in a transfer in
14 October 2018. Daphna and Alexander were devastated to learn that the transfer was unsuccessful.

15 31. Discouraged by the failure but still eager to build their family, and relying on CCRH’s
16 and Dr. Mor’s expertise, Daphna and Alexander returned to CCRH in the winter of 2018 for a second
17 round of IVF. Given the extreme pain she endured during the first retrieval, it was mentally difficult for
18 Daphna to work up the strength to participate in the second cycle. However, she felt it was worth enduring
19 further pain to complete her family and give their daughter the little sister or brother she wanted so badly.
20 Once again, despite having promised that all lab work would take place “in house” and under his direct
21 supervision, Dr. Mor and CCRH again surreptitiously used In VitroTech and BSSA to handle the lab
22 work and fertilization associated with this cycle, without Daphna and Alexander’s informed consent or
23 knowledge.

24 32. The retrieval resulted in a single chromosomally normal embryo, a female. Dr. Mor
25 purportedly transferred this embryo to Daphna on January 2, 2019.

26 33. As Daphna and Alexander later learned, however, their embryo was not actually
27 transferred to Daphna. Unbeknownst to them at the time, the embryo transferred into Daphna’s uterus by
28 CCRH and Dr. Mor belonged to another couple using CCRH to get pregnant, “Couple Two.” Meanwhile,

1 Daphna and Alexander’s embryo was transferred to Couple Two approximately two weeks after
2 Daphna’s transfer procedure. The wrongful transfer of Daphna and Alexander’s embryo to Couple Two
3 was similarly carried out under the direction and care of CCRH.

4 **In VitroTech**

5 34. Unlike many fertility labs, CCRH does not perform embryology services itself, but rather
6 farms out its embryology services to In VitroTech, a third-party lab owned by Dr. Mor. In addition to
7 failing to inform Daphna and Alexander that he was self-dealing by outsourcing these services to his own
8 lab, Dr. Mor and CCRH furthermore failed to tell Daphna and Alexander of the lab’s allegedly extremely
9 checkered past, including that they had previously failed to properly label embryology materials, lost or
10 switched genetic material, and created a substantial risk of mixed-up genetic material. Had Daphna and
11 Alexander known of this history, they never would have consented to use CCRH or Dr. Mor’s services,
12 much less allow them to hand over their single usable embryo to In VitroTech.

13 **The Pregnancy**

14 35. Following the transfer, Daphna, Alexander, and their daughter were overjoyed to learn
15 that Daphna was pregnant. They spent the next nine months preparing for their new family member.
16 Daphna relished the pregnancy, knowing it would be her last, and took special consideration with her
17 prenatal care to ensure that her daughter would have the best start possible to life. Much like her parents,
18 their daughter spent the pregnancy talking to her new little sister in the womb, promising to love and care
19 for her.

20 36. For all their joy, however, the pregnancy was not easy. Daphna was very nauseous during
21 the first trimester and extremely uncomfortable during the remaining two trimesters. She had nearly
22 constant, severe Braxton-Hicks contractions throughout the final trimester, which were worse at night,
23 making sleep nearly impossible. She also experienced constant numbness in her arms and legs. The
24 difficulty of this pregnancy only served to bond Daphna more to this baby she was carrying, and she felt
25 strongly that she would do anything and everything for this child.

26 **Warning Bells and Red Flags**

27 37. On September 24, 2019, Daphna gave birth to a baby girl (“Birth Daughter”). From the
28 very moment of birth, Alexander felt something was wrong, though he could not initially put a name to

1 his disquiet. He recalls being very surprised by their Birth Daughter's appearance. He expected to see a
2 fair child, much like their older daughter. Instead, their Birth Daughter came out with much darker skin
3 and jet-black hair. It was so jarring that Alexander actually took several steps away from the birthing
4 table, backing up against the wall.

5 38. Over the following weeks, Alexander couldn't stop thinking about their Birth Daughter's
6 surprising appearance. She looked to be of a different race, which made no sense in light of Daphna and
7 Alexander's respective backgrounds. He was not the only one to have these thoughts. Family and friends
8 began discreetly telling him how surprised they were by their Birth Daughter's appearance—some even
9 asking if they used a donated embryo. Adding to this bizarre state of affairs, several weeks after their
10 Birth Daughter was born, Dr. Mor's office manager contacted Daphna and Alexander out of the blue and
11 requested a photograph of the baby. To cover his growing feelings of discomfort, Alexander began joking
12 that maybe she was not his daughter.

13 39. Daphna was confused and dismayed by Alexander's increasingly frequent statements of
14 concern that their Birth Daughter was not their child. She convinced herself that their Birth Daughter
15 looked like she did an infant, since Daphna also had straight, jet-black hair at birth. She did, however,
16 spend a great deal of time experiencing dissociation, looking in the mirror and trying to see their Birth
17 Daughter's features in her own. After four or five weeks, fed up with Alexander's comments, Daphna
18 bought a home DNA test.

19 40. Alexander's deep concern about their Birth Daughter led to disconnect between the
20 couple. Several weeks after ordering the test, Daphna learned from Alexander's close friend that
21 Alexander did not know how to discuss this issue with Daphna. Alexander was worried that Daphna was
22 in denial and felt like he could not leave her and their Birth Daughter alone until this was resolved,
23 notwithstanding his incredibly pressing need to leave for an extended work trip that was the culmination
24 of his life-long efforts to become a globally-recognized musician.

25 41. Alexander was so upset that he was staying up at night, staring at their newborn child,
26 wondering if she was truly theirs. After learning this, Daphna insisted they take the DNA test, expecting
27 that the results would put everyone's mind at ease.

The DNA Tests

1
2 42. Daphna, Alexander, and their Birth Daughter took a DNA test approximately seven weeks
3 after the birth. Roughly a week later, the testing company called to say that the results were inconclusive
4 and sent a new test. Daphna and Alexander sent in the new specimens. On November 22, 2019, the DNA
5 testing company called and said that the results were “strange.” They asked Daphna if she was the mother.
6 When she explained that this was part of what they were trying to determine, they promised to reprocess
7 the results. That afternoon they confirmed that their Birth Daughter was not related to either Daphna or
8 Alexander.

9 43. The Cardinales did not know how to process this information. Daphna was so upset she
10 began experiencing blackouts. Panic and confusion overwhelmed her.

11 44. Daphna and Alexander did not know what to do. On the one hand, they loved their baby
12 and didn’t want to lose her; on the other, they were haunted by the idea that they may have a biological
13 child who was alive, and they needed to find her. Ultimately, Daphna and Alexander contacted an
14 attorney who reached out to CCRH and Dr. Mor. The Tuesday after Thanksgiving, their attorney called
15 to say that CCRH thought that the embryos had gotten mixed up when an embryology lab, In VitroTech,
16 was taking biopsies to send in for genetic testing.

17 45. The next several months were a non-stop nightmare for Daphna and Alexander. At a time
18 when they should have been enjoying and chronicling their newborn’s latest accomplishments and
19 milestones, they instead were spending days talking to lawyers and sleepless nights wondering if their
20 family would be ripped apart. Every time the doorbell rang, Daphna’s heart would stop, so afraid
21 someone would come and take her baby.

22 46. Compounding this pain was the difficulty in hiding these major developments from their
23 five-year-old. While Daphna and Alexander felt that their older daughter had a right to know what was
24 going on, they also realized it was not fair to worry her until they knew what was going to happen. At the
25 same time, they worried as they watched their daughter bonding and falling deeper in love with their
26 Birth Daughter, the little sister she had dreamed of for years. Daphna and Alexander struggled to keep
27 their emotions and fears under wraps all day long until the kids went to bed, and then completely fell
28 apart every night.

1 47. During this time, Daphna and Alexander’s attorney informed that CCRH had found a
2 couple that was perhaps their Birth Daughter’s biological parents. That couple also had given birth to a
3 baby girl, but that was all the lawyer knew at the time. Daphna and Alexander thus did not know if the
4 other baby was healthy, or even if she was related to them. They did know that the clinic no longer had
5 Daphna and Alexander’s embryo, but at this point that was all they could say. Their lawyer cautioned
6 that they should not expect to receive another baby, though they might lose their Birth Daughter.

7 48. Later during this period, the attorney reported that, based on the other baby’s coloring and
8 the similar appearance of their older daughter, the second couple’s child looked like it might be related
9 to Daphna and Alexander. This piecemeal parceling of information was torture to the Cardinales. Their
10 anxiety was unbearable.

11 49. Defendants arranged to do additional genetic testing on both sets of parents and kids. On
12 December 16, 2019, a nurse came to the Cardinale’s home and took samples from the adults and their
13 Birth Daughter. Eight days later, on Christmas Eve, the Cardinales learned that the testing had confirmed
14 that the Cardinales had given birth to Couple Two’s child, and vice versa.

15 **Meeting and Exchanging the Babies**

16 50. On December 26, 2019, Daphna and Alexander reached out to Couple Two for the first
17 time. The couples then met at a lawyer’s office, without the babies. Daphna and Alexander finally got to
18 learn about their biological daughter (“Biological Daughter”). The meeting was terribly uncomfortable
19 for everyone involved.

20 51. On December 31, the Cardinales and Couple Two met each other with the babies. This
21 was the first time either couple had seen or held their biological babies.

22 52. On January 1, 2020, Daphna and Alexander finally told their older daughter about what
23 had happened. She was crushed and terrified of losing her birth sister. She begged her parents not to
24 switch the babies. The following day, exactly one year after Daphna’s transfer procedure, their older
25 daughter met the Biological Daughter for the first time.

26 53. Over the next few weeks, the Cardinales and Couple Two met up nearly every day,
27 spending time with one another and exchanging the babies for brief visits. Each day was a strain that
28 wore on the adults and their children alike. On the evening of January 16, 2020, the babies had their first

1 overnight stays with their new families. The following morning, the Cardinales and Couple Two decided
2 that the constant switching was just too hard emotionally, especially on the older children, and the babies
3 would stay in their new homes for good.

4 54. Life was exceedingly difficult after the switch. In fact, the Cardinales feel that January
5 through March of 2020 was possibly the darkest time of their lives. Their older daughter began to have
6 serious breakdowns—her sense of trust in her parents deeply shaken. Though she did her best to bond
7 with their Biological Daughter, she missed their Birth Daughter constantly. For their part, Daphna and
8 Alexander also missed their Birth Daughter every day and felt terrible guilt that they had “given away”
9 their baby. During the ensuing COVID quarantine, they didn’t get to see their Birth Daughter for six
10 weeks. They struggled to bond with their Biological Daughter, which was incredibly hard. Daphna cried
11 herself to sleep for nearly a year.

12 55. In the midst of this emotional turmoil, the Cardinales and Couple Two had to resort to the
13 court system to obtain legal custody over their own children. They ultimately signed lengthy gestational
14 carrier contracts to formalize the exchange. This was not the idyllic picture of parenthood sold by
15 Defendants.

16 **Lasting Impact**

17 56. *Emotional Impact on Daphna and Alexander:* The impact of Defendants’ conduct has
18 been substantial—causing trauma that will affect the Cardinale family for the rest of their lives.

19 57. Daphna and Alexander did not meet their child until a full year after transplant.
20 Defendants’ misconduct robbed Daphna of the ability to carry her child throughout her fetal development.
21 Daphna never had the opportunity to grow and bond with her daughter during pregnancy, to feel her kick
22 in utero, and to watch her in ultrasounds. Daphna and Alexander had no ability to ensure their daughter’s
23 health and well-being through prenatal and post-natal care and nutrition, and they will never know all the
24 steps her birth mother took to protect and promote her development. Daphna and Alexander are
25 devastated they could not experience the wonder of their daughter’s birth and newborn months. They
26 never saw their baby’s entrance into the world or cuddled her in her first seconds of life—moments that
27 other parents treasure for the rest of their lives. Instead of breastfeeding her own biological child, Daphna
28 breastfed and bonded with a child she was forced to give away.

1 58. Daphna is plagued by the knowledge that she unknowingly carried a stranger’s child
2 inside her body. Every time she felt a kick—or spoke to her baby about her hopes for the future—it was
3 someone else’s baby. The horror of this situation cannot be understated. Alexander’s and Daphna’s
4 memories of childbirth will always be corrupted and tainted by the sick reality that someone else had
5 their child, and the child Daphna struggled to bring into the world was someone else’s. They developed
6 sincere love for their Birth Daughter, only to have to give her up forever. The daughter they bonded with
7 was taken from them after months of love and affection, and though they still see her periodically, their
8 Birth Daughter never warms up to Daphna during their visits. In fact, since the switch, Daphna and
9 Alexander have watched their Birth Daughter morph from an incredibly happy newborn to an anxious
10 baby—and they worry and feel constant guilt that the “switch” is to blame; that although they were giving
11 her to her own family, they still effectively were forced to abandon her by removing her from the family,
12 home, and life to which she had grown accustomed. This is one of the biggest things that haunts Daphna
13 on a regular basis.

14 59. Daphna and Alexander’s pain has not abated. They both suffer daily from symptoms of
15 anxiety, depression, and PTSD. They continue to see mental-health professionals. They no longer trust
16 anyone, and their guard is always up.

17 60. Daphna and Alexander have both developed significant health problems as a result of
18 Defendants’ misconduct. Daphna has experienced chest and neck pain, panic attacks, and migraines,
19 while Alexander has had an exceptionally fast heartrate, panic attacks, and chest pain resembling a heart
20 attack. Alexander’s attacks were so severe that he had to call 911, fearing for his life. They have both had
21 to visit urgent care (Alexander twice) and sought cardiac treatment. Daphna also experienced excessive
22 menstrual bleeding for over 6 months after learning of the baby switch, which her OBGYN also attributed
23 to PTSD. She has been prescribed anxiety medication and hormone therapy to regulate that bleeding. She
24 was also prescribed antidepressants for suicidality, which was a direct result of the trauma she and her
25 family have experienced.

26 61. In short, the Cardinales’ ordeal has not ended; it is just beginning. This will live with them
27 for the rest of their lives.

28 62. *Professional Impact on Daphna:* Daphna is a licensed therapist who had, as of the middle

1 of 2019, a burgeoning and prosperous practice, with roughly 40 regular clients.

2 63. Prior to maternity leave, Daphna did a lot of planning and advance work with her clients
3 to ensure that they would all remain with her practice. She planned to take only 6 weeks of leave, and
4 that is exactly what she did. When she returned to practice, she had not lost a single client. Unfortunately,
5 it was only a week later that Alexander and she took the first DNA test, throwing their lives upside down.
6 Daphna tried to continue seeing clients during the turmoil but found it impossible—she was breaking
7 down in tears between every session and having near-constant panic attacks. Ultimately, she was unable
8 to work from November 2019 through February 2020, losing a substantial amount of income.

9 64. Making matters worse, the vast majority of Daphna’s clients were unable to wait for her
10 to return to practice—especially as she had only recently returned from maternity leave and could not
11 predict how long she would be out—and thus found other therapists. When Daphna was emotionally
12 recovered enough to return to her work, she only had six clients remaining, and four of those booked only
13 half the regular sessions they had done previously. Her practice still has not come close to recovering,
14 and it may never fully recover.

15 65. *Professional Impact on Alexander:* Due to unfortunate timing, the fallout from this event
16 on Alexander’s career has been even more catastrophic and irreversible. Alexander is a singer-songwriter
17 who had been working for well over a decade to build a reputation in the music industry. He had early
18 successes—including having a song in several high-profile television placements, such as *One Tree Hill*,
19 *Castle*, and *90210*. Then, in 2016, one of his singles was used in an international Coca-Cola
20 advertisement, gaining it heavy rotation on SiriusXM and leading to a singles deal with Atlantic Records.

21 66. The culmination of these successes was supposed to occur in 2019 and early 2020,
22 following the release of his single “Simple Things,” with platinum-selling pop star Christina Perri. The
23 plan for his single was to have Atlantic promote it until after Daphna gave birth, and then for Alexander
24 go to New York for a PR tour—playing all the big media outlets, followed by a radio station tour around
25 the country. This is typical practice in the music industry to get the various media outlets and stations to
26 increase rotation of a popular single.

27 67. Alexander was scheduled to leave on his promotional tour two weeks after the birth.
28 However, he was so deeply concerned about the lack of resemblance between himself and their Birth

1 Daughter, that he did not feel comfortable leaving and pushed off the trip. His manager and label did
2 what they could to promote the single without him in the short term. However, when their Birth
3 Daughter's DNA results came in, Alexander had to—and did—cancel all travel and promotion altogether.

4 68. Even without Alexander's participation in standard promotional activities, Simple Things
5 hit 39 on the charts. It would have gone much higher if he had been able to tour/promote, as planned.
6 Alexander's manager, a longstanding and well-respected music insider, concluded that Alexander likely
7 would have been able to leverage his then-existing singles deal with Atlantic into a record and publishing
8 deal. An extremely conservative estimate from his manager is that he then could have expected a million-
9 dollar advance from the label and another million-dollar publishing advance. Moreover, had his single
10 hit approximately 15 on the charts, which would have been likely during a PR tour, that would have led
11 to further significant riches for Alexander.

12 69. Unfortunately, given the timing of everything that happened, Alexander missed out on his
13 big chance with Simple Things. Moreover, by staying home and taking care of his family as it was being
14 ripped apart by Defendants' misconduct, he came across to his industry contacts as unreliable and
15 undependable—in short, a bad investment. This soured his connections in the industry, which infamously
16 provides no second chances. Poised on the brink of having everything he had worked for, he had to watch
17 helplessly as it was all taken away for reasons beyond his control. Alexander's manager estimates the
18 likely economic losses to be many millions of dollars.

19 70. Alexander's song was expected to be the doorway to an extended, life-long music career.
20 But that was ripped away. Fifteen years of building momentum gone. Alexander hasn't worked
21 significantly in the music industry since.

22 71. *Impact on Older Daughter:* Daphna and Alexander have had to watch the incredible and
23 terrible changes that this whole experience has had on their older daughter. Prior to learning about their
24 Birth Daughter, Daphna and Alexander's older daughter was the happiest, lightest, and most wistful child.
25 After losing her sister (Daphna and Alexander's Birth Daughter), she changed. Her world became too
26 real, too scary, and too out of control. This was too much for a five-year-old to understand and process.
27 Daphna and Alexander have watched their older daughter change before their eyes.

28 72. Their older daughter also clearly harbors substantial anger toward Daphna and Alexander

1 for what happened. Where once they were her whole world, now she no longer trusts Daphna and
2 Alexander, and she won't share any of her feelings or emotions with them. They have not been able to
3 hug or kiss their little girl since the babies were switched. She is now on her second therapist since the
4 switch, but won't fully participate in sessions and has become extremely secretive, angry, and fearful.
5 She also has taken to watching online videos regarding pregnancy and has stated that she never wants to
6 have her own children due to what happened.

7 73. Daphna and Alexander are heartbroken by the shift in their daughter's demeanor and
8 personality. They mourn the closeness they've lost and wonder if their relationship will ever truly
9 recover. They are also deeply concerned about how this trauma will impact their older daughter, and how
10 she will navigate relationships with others for the rest of her life.

11 **FIRST CAUSE OF ACTION**

12 **BREACH OF CONTRACT**

13 **(All Plaintiffs Against Defendant CCRH)**

14 74. Plaintiffs incorporate all paragraphs by reference.

15 75. Plaintiffs entered into a contract with Defendant CCRH for various IVF services,
16 including but not limited to embryo cryopreservation, storage, and safeguarding; and frozen embryo
17 transfer of embryos created from Plaintiffs' biological material.

18 76. There was a meeting of the minds between Plaintiffs and Defendant that the services
19 provided pursuant to this contract would be of the utmost quality and care, in accordance with all
20 recognized standards in the IVF industry.

21 77. Some of the terms of this contract were memorialized in writing (albeit possessed, if at
22 all, only by Defendants, not Plaintiffs). The remainder of the terms of the contract were formed orally.

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

25 79. It was the intent of Plaintiffs and Defendant that all sides would be held to their end of the
26 bargain, *i.e.*, that the parties had a binding legal contract.

27 80. Defendant had a contractual duty to perform all services as agreed upon and as
28 memorialized in records, the parties' agreements, and stated intentions.

1 81. Defendant materially breached their obligations by negligently, recklessly, and/or
2 knowingly disregarding Plaintiffs' express instructions by improperly implanting Plaintiffs' precious
3 and irreplaceable embryo into a stranger, subjecting Plaintiffs' unborn child to an unreasonable amount
4 of danger, transferring an embryo of unknown origin into Daphna's uterus, failing to properly and
5 accurately inform Plaintiffs as to the true disposition of their embryo, and causing Daphna to carry, give
6 birth, and nurse another woman's baby.

7 82. Defendant furthermore exacerbated the damages caused by these breaches by failing to
8 disclose the spotty backgrounds of In VitroTech and BSSA to Plaintiffs prior to assigning the embryology
9 tasks to these third parties; failing to fully investigate the discrepancies associated with the transfers; and
10 failing to fully apprise Plaintiffs of the true situation upon its first notification that Plaintiffs' embryo
11 may have been transferred and born to another couple.

12 83. Due to the highly sensitive nature of the services to be provided under this contract, it was
13 reasonably foreseeable to Defendant that its breach would result in substantial emotional damages.

14 84. As a direct and proximate result of Defendant's breach, the Plaintiffs suffered extreme
15 emotional, property, physical, and economic damages.

16 85. Defendants' conduct caused Plaintiffs' harm.

17 **SECOND CAUSE OF ACTION**

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

19 **(All Plaintiffs Against Defendant CCHR)**

20 86. Plaintiffs incorporate all paragraphs by reference.

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

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

27 89. As a direct and proximate result of Defendant's breach, the Plaintiffs suffered extreme
28 emotional, property, physical, and economic damages.

1 90. Defendants' conduct caused Plaintiffs' harm.

2 **THIRD CAUSE OF ACTION**

3 **MEDICAL MALPRACTICE**

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

5 91. Plaintiffs incorporate all paragraphs by reference.

6 92. At all relevant times, Defendants and their agents and/or employees undertook to treat,
7 monitor, and care for Plaintiffs and their genetic material.

8 93. Defendants, and each of them, had a duty to render the treatment necessary to achieve
9 Plaintiffs' treatment goals using the same level of skill, prudence, and diligence that other members of
10 their profession commonly possess and exercise.

11 94. Defendants In VitroTech and BSSA breached their respective duties by failing to monitor,
12 label, and utilize Daphna and Alexander's genetic material in accordance with Plaintiffs' express
13 directives. BSSA and In VitroTech further breached their duties by failing to have in place and/or compel
14 compliance with protocols and procedures to ensure that such misuse of Plaintiffs' genetic material could
15 never happen. This conduct fell far below the applicable standard of care.

16 95. CCRH and Mor breached their duties by failing to ensure that these tasks were carried out
17 by their selected third parties with the utmost of skill and competence. CCRH and Mor further breached
18 their respective duties by transferring Daphna and Alexander's embryo to Couple Two. Defendants
19 CCRH and Mor also breached their duties by transferring Couple Two's embryo into Daphna's uterus.
20 Defendants CCRH and Mor furthermore breached their duties by failing to follow-up with Plaintiffs
21 when Defendants became aware of discrepancies with the transfers. This conduct fell far below the
22 applicable standard of care for a fertility specialist and renowned fertility clinic.

23 96. As a direct and proximate result of Defendants' negligence, the Plaintiffs suffered, as
24 direct victims, extreme emotional, property, physical, and economic damages in an amount to be proven
25 at trial.

26 97. Each of the Defendants' conduct caused Plaintiffs' harm.

27 98. Plaintiffs are not conceding that their claims are rooted in medical malpractice. However,
28 they plead this cause of action in the event that the Court determines that these claims sound in medical

1 malpractice more than non-medical negligence.

2 **FOURTH CAUSE OF ACTION**

3 **NEGLIGENCE**

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

5 99. The Plaintiffs incorporate all paragraphs by reference.

6 100. Defendants had a duty to use reasonable care in the storage and care of the Plaintiffs'
7 cryopreserved embryos. Defendants furthermore had a duty to impose reasonable policies and
8 procedures, as well as to carry out such policies and procedures, to ensure that their services were
9 competently performed.

10 101. Defendants furthermore had a duty of care based on the fact that they voluntarily
11 undertook to render cryopreservation and fertility services to the Plaintiffs, and therefore had a duty to
12 perform these services with a reasonable degree of care. Defendants furthermore knew or should have
13 known that failure to exercise such care increased the risk of harm to Plaintiffs. Moreover, to the extent
14 that Defendants' undertaking to store the material constitutes a bailment for hire, which is hereby alleged,
15 Defendants had a duty of care with respect to the bailed property.

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

20 103. The Plaintiffs relied on all of the Defendants' aforementioned duties of care to them in
21 placing their genetic material in Defendant CCRH and Mor's care.

22 104. Defendants breached these duties by negligently, recklessly, and/or knowingly using
23 Plaintiffs' embryo in a transfer procedure with Couple Two, and by failing to have in place policies and
24 procedures that would have prevented such negligent, reckless, and/or knowing improper use.

25 105. Defendants further breached these duties by negligently, recklessly, and/or knowingly
26 using Couple Two's embryo in a transfer procedure with Daphna Cardinale, and by failing to have in
27 place policies and procedures that would have prevented such negligent, reckless, and/or knowing
28 improper use.

1 **SIXTH CAUSE OF ACTION**

2 **FRAUDULENT CONCEALMENT**

3 **(All Plaintiffs Against Defendants CCRH and Mor)**

4 118. Plaintiffs incorporate all paragraphs by reference.

5 119. CCRH and Mor marketed and promoted their services and made representations to the
6 public and to Plaintiffs regarding the quality of those services as described herein.

7 120. Defendants' representations were false, and Defendants either knew the truth or made
8 the representations without regard for the truth. CCRH and Mor intended for Plaintiffs to rely on their
9 representations and pay them to perform IVF services—and to allow CCRH and Mor to use In
10 VitroTech to perform all necessary lab work—and Plaintiffs reasonably relied on these representations
11 when purchasing such services. Moreover, had Plaintiffs been apprised of the deficiencies affecting the
12 relevant systems and protocols, Plaintiffs would not have purchased or continued purchasing such
13 services.

14 121. CCRH and Mor intentionally suppressed and concealed material facts concerning the
15 services being provided at its partner-facility, In VitroTech, including but not limited to the fact that
16 Mor was an owner, that Plaintiffs did not have to let CCRH use In VitroTech to perform necessary
17 embryology lab work, that In VitroTech had a history of allegations of mislabeling and mixing up
18 patients' material, and that there were serious questions regarding whether the correct embryos had
19 been transferred to Plaintiffs and Couple Two. CCRH and Mor knew or reasonably should have known
20 that CCRH's and In VitroTech's systems and processes were inadequate to protect against damage to
21 Plaintiffs. CCRH and Mor intentionally failed to notify Plaintiffs of these risks and furthermore failed
22 to inform them when questions arose about Daphna and Alexander's own transfer. The omission and
23 concealment of these facts made CCRH and Mor's actual disclosures deception regarding CCRH and
24 In VitroTech's systems and processes, the risks of the transfer, and the facts of Daphna and
25 Alexander's own transfer.

26 122. Plaintiffs had no reasonable means of knowing that CCRH and In VitroTech's systems
27 and processes were inadequate, or that CCRH and Mor's representations about such systems were
28 incomplete, false, or misleading for failure to disclose such inadequacies. Plaintiffs did not and

1 reasonably could not have discovered CCRH and Mor’s deception prior to purchasing (and continuing
2 to pay for) these services. Moreover, had Plaintiffs been apprised of the true facts, Plaintiffs would
3 have taken different, immediate action, to CCRH and Mor’s immediate detriment.

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

8 124. Defendants intended to deceive Plaintiffs by concealing the true facts.

9 125. Plaintiffs reasonably relied to their detriment upon Defendants’ material omissions and
10 misrepresentations. Plaintiffs were unaware of the omitted material facts and would not have acted as
11 they did had these facts been disclosed.

12 126. Plaintiffs sustained damage as a direct and proximate result of Defendants’ fraud, deceit
13 and fraudulent concealment.

14 127. Defendants’ deceit and concealment caused Plaintiffs’ harm.

15 128. The foregoing acts and omissions were committed maliciously, oppressively,
16 deliberately, with intent to defraud, and in reckless disregard of Plaintiffs’ rights, interests, and well-
17 being to enrich CCRH and Mor.

18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATIONS OF THE UNFAIR COMPETITION LAW (“UCL”),**

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

21 **(All Plaintiffs Against All Defendants)**

22 129. Plaintiffs incorporate all paragraphs by reference.

23 130. The UCL prohibits acts of “unfair competition,” including any “unlawful, unfair or
24 fraudulent business act or practice.”

25 131. Defendants’ conduct is unfair because it is immoral, unethical, unscrupulous, oppressive,
26 and substantially injurious. Plaintiffs entrusted Defendants to preserve their options for procreation and
27 parenting. Defendants breached that trust by, among other things:
28

1 i. failing to adequately supervise and institute systems and processes that would
2 ensure against the improper use of clients' embryos by transferal into the wrong or unintended
3 recipient;

4 ii. failing to adequately supervise and institute systems and processes that would
5 ensure against the mix-up of clients' embryos;

6 iii. failing to adequately supervise and institute systems and processes that would
7 ensure the proper and accurate labeling of all genetic material within the fertility lab, embryology lab,
8 and associated environs;

9 iv. failing to adequately supervise and institute systems and processes that would
10 ensure against the battery of any client through transferal of foreign matter;

11 v. failing to properly safeguard the embryos in their care; and

12 vi. failing to follow reasonable scientific and laboratory procedures for safeguarding
13 embryos and patients in their care.

14 vii. failing to disclose and actively concealing the lack of appropriate processes and
15 systems in place to protect Plaintiffs' embryos.

16 132. The gravity of the harm resulting from Defendants' conduct far outweighs any
17 conceivable utility of this conduct. There are reasonably available alternatives that would further
18 Defendants' legitimate business interests, such as implementing reasonable protocols and procedures,
19 as promised, to prevent the misuse of reproductive material, or adequately and accurately describing the
20 systems and protocols currently in place for safeguarding that reproductive material.

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

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

27 135. Defendants knowingly and intentionally concealed from Plaintiffs that there were
28 questions about whether they had misused Plaintiffs' embryo(s) to the effect of impregnating another

1 couple with Plaintiffs' unborn child.

2 136. Defendants CCRH and Mor volunteered specific information to Plaintiffs through
3 advertising, on the CCRH website, and in documents that Defendants' services were high quality with
4 "proven high success rates year after year, thanks to personalized fertility care, using innovation and
5 employing safe and proven fertility treatments to achieve a successful outcome." Defendants further
6 volunteered specific information to Plaintiffs through conversations with Dr. Mor that everything was
7 done "in house" by CCRH, and that Dr. Mor would be overseeing every aspect of this process for
8 Plaintiffs.

9 137. Defendants made these specific representations despite knowing (and without
10 disclosing) that Defendants' systems were inadequate to protect against damage to Plaintiffs' bodily
11 well-being and embryos. Defendants' partial representations gave rise to an independent duty to
12 disclose to Plaintiffs that the systems and processes in place at its facility were inadequate to protect
13 against such damages.

14 138. Defendants had ample means and opportunities to alert Plaintiffs to the fact that their
15 systems and processes were inadequate to protect against the damage described herein. However,
16 Defendants did not disclose such inadequacies to Plaintiffs. Had Defendants disclosed such
17 inadequacies to Plaintiffs, Plaintiffs would not have continued purchasing Defendants' services and
18 would have moved their embryos to a safer location.

19 139. Defendants were under a duty to disclose that their systems and processes were
20 inadequate given Defendants' exclusive knowledge of the inadequacies and because they made partial
21 representations about the services without disclosing the inadequacies.

22 140. As a direct and proximate result of Defendants' UCL violations, Plaintiffs have suffered
23 injuries in fact and seek appropriate relief under the UCL, including injunctive relief and restitution.

24 141. The requested injunction under the UCL will primarily benefit the interests of the
25 general public. It will have the primary purpose and effect of prohibiting unlawful acts that threaten
26 injury to members of the public who have placed, or who in the future will place, reproductive
27 materials under Defendants' care.

1 **EIGHTH CAUSE OF ACTION**

2 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

3 **(All Plaintiffs Against all Defendants)**

4 142. Plaintiffs incorporate all paragraphs by reference.

5 143. Defendants negligently transferred an embryo into Plaintiff Daphna Cardinale that did
6 not contain her genetic material. Defendants also negligently transferred Plaintiffs' embryo into
7 someone other than Daphna. By these negligent acts, Defendants caused Plaintiffs to carry, birth, and
8 bond with another couple's child while that same couple unknowingly carried, birthed, and bonded
9 with Plaintiffs' child.

10 144. Defendants' negligent conduct was extreme and outrageous, and in a manner in which
11 they knew, or should have known, would result in Plaintiff's severe emotional distress.

12 145. Plaintiff's injuries and damages are the direct and proximate result of the Defendants'
13 conduct.

14 146. Defendants' conduct caused Plaintiffs' harm.

15 147. As a result of Defendants' conduct Plaintiffs have and will continue to suffer severe
16 emotional distress and associated financial damages.

17 **NINTH CAUSE OF ACTION**

18 **BATTERY / LACK OF INFORMED CONSENT**

19 **(Plaintiff Daphna Cardinale Against CCRH and Mor)**

20 148. Plaintiffs incorporate all paragraphs by reference.

21 149. Plaintiff Daphna Cardinale consented to the transfer into her uterus of an embryo
22 comprised of genetic material from the Plaintiffs. She did not consent to the transfer into her body of
23 any other embryos.

24 150. Defendants transferred an embryo into Daphna's body that was created from strangers'
25 genetic material, without her consent.

26 151. Defendants' conduct in transferring this material to Daphna's body was made with the
27 intent to harm her or with willful disregard for her rights.

1 such misuse. Acting as employee and agent of CCRH, Defendant Mor then knowingly inserted—and/or
2 played a vital role into the insertion of—Couple Two’s embryo into Daphna’s uterus. At all times,
3 Defendants, and each of them, knew that Daphna and Couple Two had not consented to have Couple
4 Two’s embryo transferred to Daphna Cardinale.

5 160. As a result of Defendants’ multiple violations of Penal Code 367g, Plaintiffs suffered
6 damages, including but not limited to extreme emotional distress.

7 161. Defendants’ conduct caused Plaintiffs’ harm.

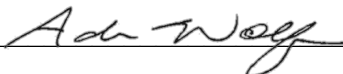
8 **PRAYER FOR RELIEF**

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

- 10 (a) Compensatory and property damages in an amount to be proven at trial;
11 (b) Emotional damages in an amount to be proven at trial;
12 (c) Costs of suit; and
13 (d) Such further relief as this Court deems equitable, just, and proper.*

14
15 Date: November 8, 2021

Respectfully submitted,

16
17 

18 ADAM B. WOLF (Cal. Bar No. 215914)
19 PEIFFER WOLF CARR KANE & CONWAY, LLP
20 5042 Wilshire Blvd., No. 304
21 Los Angeles, CA 90036
22 Telephone: (415) 766-3545
23 Facsimile: (415) 402-0058
24 awolf@peifferwolf.com

25 TRACEY B. COWAN (Cal. Bar No. 250053)
26 PEIFFER WOLF CARR KANE & CONWAY, LLP
27 4 Embarcadero Center, Suite 1400
28 San Francisco, CA 94111
Telephone: (415) 426-5641
Facsimile: (415) 402-0058
tcowan@peifferwolf.com

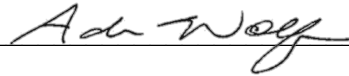
* Plaintiffs believe that discovery will support the imposition of punitive damages based on the misconduct described in this Complaint. Plaintiffs reserve the right to seek leave of Court to amend this Complaint to request punitive damages.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs Daphna Cardinale and Alexander Cardinale hereby demand a jury trial of all causes of
3 action so triable.

4
5 Date: November 8, 2021

Respectfully submitted,

6
7 

8 ADAM B. WOLF (Cal. Bar No. 215914)
9 PEIFFER WOLF CARR KANE & CONWAY, LLP
10 5042 Wilshire Blvd., No. 304
11 Los Angeles, CA 90036
12 Telephone: (415) 766-3545
13 Facsimile: (415) 402-0058
14 awolf@peifferwolf.com

15 TRACEY B. COWAN (Cal. Bar No. 250053)
16 PEIFFER WOLF CARR KANE & CONWAY, LLP
17 4 Embarcadero Center, Suite 1400
18 San Francisco, CA 94111
19 Telephone: (415) 426-5641
20 Facsimile: (415) 402-0058
21 tcowan@peifferwolf.com
22
23
24
25
26
27
28