

ORIGINAL

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10/01/2018

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JANE DOE 1

**FILED**

Superior Court of California  
County of Los Angeles

**SEP 27 2018**

Sherri R. Lauer, Clerk of Court

By Britny Smith Deputy  
Britny Smith

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

JANE DOE 1, an individual,

*Plaintiff,*

v.

DR. GEORGE TYNDALL, an individual;  
UNIVERSITY OF SOUTHERN  
CALIFORNIA, a California Corporation;  
and DOES 1-50,

*Defendants.*

Case No.: **BC 722780**

**COMPLAINT FOR DAMAGES FOR:**

1. Violation of the Unruh Act (*Civil Code §51*)
2. Violation of the Bane Act (*Civil Code §52.1*)
3. Sexual Abuse and Harassment in the Educational Setting (*Education Code §220*)
4. Gender Violence (*Civil Code §52.4*)
5. Sexual Harassment (*Civil Code §51.9*)
6. Sexual Assault
7. Sexual Battery (*Civil Code §1708.5*)
8. Unfair Business Practices (*Business & Professions Code §17200*)
9. Intentional Infliction of Emotional Distress
10. Constructive Fraud (*Civil Code §1573*)
11. Negligence
12. Negligent Supervision
13. Negligent Hiring/Retention
14. Negligent Failure to Warn, Train, or Educate

**DEMAND FOR JURY TRIAL**

CIT/CASE: BC722780  
LEA/DEF#:

RECEIPT #: C0612315024  
DATE PAID: 09/27/18 10:43 PM  
PAYMENT: \$1,435.00  
RECEIVED: 310  
\$1,435.00  
\$0.00  
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\$0.00

**TO THIS HONORABLE COURT AND ALL INTERESTED PARTIES:**

**NOW COMES** Plaintiff JANE DOE 1 (“Plaintiff”) for causes of action against Defendants DR. GEORGE TYNDALL, an individual (“TYNDALL”), UNIVERSITY OF SOUTHERN CALIFORNIA, a California corporation (“USC”); and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”) upon information and belief alleges as follows:

**THE PARTIES**

1. At all relevant times herein, Plaintiff was and is an individual, domiciled in the County of Los Angeles, California. From 2003 through 2007, Plaintiff attended Defendant USC and was treated by Defendant TYNDALL as her gynecologist.

2. Upon information and belief, Defendant TYNDALL was and is an individual, domiciled in the County of Los Angeles, California, at all relevant times herein. Upon information and belief, TYNDALL received his medical degree from the Medical College of Pennsylvania in 1985 and completed his medical residency in Obstetrics and Gynecology at Kaiser Foundation Hospital in Los Angeles, California, in 1989. Upon completion of his residency, TYNDALL was hired by USC as a full-time gynecologist at USC’s Student Health Center, and was employed in that capacity until June 30, 2017, when USC allowed TYNDALL to quietly resign with a financial settlement paid by USC in a deliberate attempt to continue to conceal TYNDALL’s sexual abuse and harassment of Plaintiff and other female students enrolled at USC to the Trojan family of students, alumni, donors, and supporters of USC in the community; law enforcement; the California Medical Board; and the public at large. During his nearly thirty years at USC, Plaintiff is informed and believed that TYNDALL sexually abused and harassed dozens of young female students, including Plaintiff, through use of his position, authority, and trust as the only full-time gynecologist with regular availability employed by USC’s Student Health Center. It was only in 2017, when USC paid TYNDALL a substantial financial settlement so that he would quietly resign, that TYNDALL’s systematic sexual abuse and harassment of USC’s young female students was finally halted. At all times alleged herein, TYNDALL was an employee,

1 agent, and/or servant of USC and DOES 1 through 50, and/or was under their complete  
2 control and/or direct supervision.

3 3. Plaintiff is informed and believes, and on that basis alleges, that TYNDALL  
4 was retained by USC as a research assistant, and then as a gynecologist, to provide medical  
5 care and treatment to the young women attending USC as undergraduate and graduate  
6 students, many of whom were very young adults and had never received any gynecological  
7 treatment before. All of the sexually abusive and harassing conduct alleged herein was  
8 done for TYNDALL's sexual gratification and was based upon Plaintiff's gender.

9 4. In the event that TYNDALL is prosecuted and convicted of a felony for the  
10 conduct alleged herein, Plaintiff requests leave to amend the instant Complaint, such that a  
11 request for attorneys' fees can be made against TYNDALL pursuant to *Code of Civil*  
12 *Procedure* §1021.4.

13 5. At all relevant times herein, Defendant USC was and is a California  
14 corporation, having its principal place of business in the State of California, County of Los  
15 Angeles. Plaintiff is informed and believes that USC is a private research university,  
16 established in 1880, located in Los Angeles, California. USC proclaims itself to be "one of  
17 the world's leading private research universities. An anchor institution in Los Angeles, a  
18 global center for arts, technology, and international business, USC's diverse curricular  
19 offerings provide extensive opportunities for interdisciplinary study and collaboration with  
20 leading researchers in highly advanced learning environments." USC's Code of Ethics  
21 states: "we aspire to create an environment in which racism, sexism, ageism, xenophobia  
22 and homophobia do not go unchallenged." Moreover, USC claims that its University  
23 Policies "have been established to create a safe and productive academic and work  
24 environment. All university employees and students are expected to be familiar with these  
25 policies and to follow them." Further, USC purports to have a \$5.1 billion endowment as  
26 of June 30, 2017, a \$4.9 billion budget for the 2017-2018 fiscal year, and \$764 million in  
27 sponsored research for the 2017-2018 fiscal year. While charging its undergraduate  
28 students one of the highest tuition costs in the United States—\$74,825 in tuition and fees,

1 per year—USC holds itself out to be one of the world’s most elite, prestigious, and reputable  
2 higher learning institutions. USC deliberately sells itself to prospective students that  
3 matriculating at USC means that someone is forever in the “Trojan family,” and repeatedly  
4 perpetuates this idea of all USC alumni, boosters, faculty, and affiliates as being part of the  
5 “Trojan family” or “Trojan family network.” USC deliberately crafted this public image in  
6 order to actively conceal the fact that it employed TYNDALL, a serial sexual predator, and  
7 allowed TYNDALL unfettered sexual access to its young female patients and students for  
8 nearly thirty years.

9 6. Furthermore, USC marketed and promoted its Student Health Center as a safe,  
10 affordable, and convenient healthcare provider where its students could obtain necessary  
11 medical treatment. The Student Health Center is an especially critical resource to young  
12 female students, many of whom are living away from home for the first time and require  
13 safe, direct, and private access to crucial gynecological and reproductive health treatment.  
14 USC’s Student Health Center’s own website proclaims: “Structured for students currently  
15 registered for classes, our focus is to help students maintain an optimum level of physical  
16 and mental health and to guide them in maintaining a healthy lifestyle.” USC’s Student  
17 Health Center “serves those students who are registered for classes and who have paid the  
18 Student Health Fee;” thus, USC requires its students to pay a premium above and beyond  
19 the \$74,825 that they pay in tuition and fees, in order to receive medical treatment at the  
20 Student Health Center. USC does not waive or reduce its “Student Health Fee” even for  
21 those students who qualify as low-income, making clear that USC prioritizes its own  
22 financial gain over the health and safety of its students at every juncture. The Mission  
23 Statement of USC’s Student Health Center states: “Our mission at Engemann Student  
24 Health Center is to provide high quality, cost-effective and client-oriented services and  
25 resources in health promotion and disease prevention, primary care and counseling to the  
26 University Park Campus student community. We strive to facilitate the completion of your  
27 academic career at USC by promoting healthy lifestyles and caring for your physical and  
28 psychological illnesses and concerns.” USC’s Student Health Center also provided medical

1 treatment to students of other colleges, including, but not limited to Mount Saint Mary's  
2 College, in order to generate even more revenue. In so doing, USC actively and fraudulently  
3 represented itself to be a safe, secure environment where other colleges could send their  
4 students for medical treatment without fear of being subjected to sexual abuse, assault, or  
5 harassment.

6 7. At all times during his employment with the Medical Center and the Student  
7 Health Center, USC held TYNDALL out to be a trustworthy and legitimate gynecological  
8 physician; indeed, by making TYNDALL the only full-time gynecologist with regular  
9 availability on staff at USC's Student Health Center, USC forced its young female students  
10 to place their trust and confidence in TYNDALL in order to receive necessary medical care.  
11 In making this false representation, USC concealed numerous complaints lodged by female  
12 students about TYNDALL's sexual abuse, which dates back to at least 1988, before USC  
13 had even hired TYNDALL as a gynecologist in its Student Health Center. Plaintiff is  
14 informed and believes, and on that basis alleges, that USC received myriad complaints of  
15 TYNDALL's sexually abusive nature, and therefore knew of TYNDALL's dangerous  
16 propensity to sexually abuse his young female patients, as early as 1988. Despite this  
17 knowledge, Plaintiff is informed and believes, and on that basis alleges, that USC never  
18 once reported TYNDALL to law enforcement or to the Medical Board of California during  
19 his nearly thirty-year tenure at USC. USC's failure to report TYNDALL is particularly  
20 egregious in light of the fact that its own President, C.L. Max Nikias, has publicly admitted  
21 that TYNDALL "should have been removed and referred to authorities years ago."

22 8. Plaintiff is informed and believes and on this basis alleges, that USC  
23 benefitted financially from retaining TYNDALL as a gynecologist with its Student Health  
24 Center by offering his health care to USC's female students and patients, at those students'  
25 and patients' expense. Plaintiff is further informed and believes, and on this basis alleges,  
26 that USC benefitted financially from actively concealing myriad complaints of sexual abuse  
27 made by its female students against TYNDALL by protecting its own reputation and  
28 financial coffers. USC's deliberate and fraudulent concealment included, but was not

1 limited to, paying TYNDALL a financial settlement so that he would quietly resign, after  
2 USC's 2016 investigation revealed that TYNDALL routinely made sexually and racially  
3 inappropriate remarks to patients, kept a secret box full of photographs of his patients'  
4 genitals, and had documented complaints against him lodged to USC dating back to at least  
5 the year 1988. USC paid TYNDALL this financial settlement in a deliberate attempt to  
6 conceal from Plaintiff, and the public at large, that TYNDALL was a serial sexual predator,  
7 in order to avoid criminal consequences, civil liability, and irreparable damage to its  
8 reputation.

9 9. Defendants DOES 1 through 50, inclusive, and each of them, are sued herein  
10 under said fictitious names. Plaintiff is ignorant as to the true names and capacities of  
11 DOES 1 through 50, whether individual, corporate, associate, or otherwise, and therefore  
12 sue said Defendants by such fictitious names. When their true names and capacities are  
13 ascertained, Plaintiff will request leave of Court to amend this Complaint to state their true  
14 names and capacities herein.

15 10. TYNDALL, USC, and DOES 1 through 50, inclusive, are sometimes  
16 collectively referred to herein as "Defendants" and/or as "All Defendants"; such collective  
17 reference refers to all specifically named Defendants as well as those fictitiously named  
18 herein.

19 11. Plaintiff is informed and believes, and on this basis alleges, that at all times  
20 mentioned herein, each Defendant was responsible in some manner or capacity for the  
21 occurrences herein alleged, and that Plaintiff's damages, as herein alleged, were  
22 proximately caused by all said Defendants.

23 12. At all times mentioned herein, each and every Defendant was an employee,  
24 agent, and/or servant of USC and DOES 1 through 50, inclusive, and/or was under their  
25 complete control and/or active supervision. Defendants and each of them are individuals,  
26 corporations, partnerships, and/or other entities that engaged in, joined in, and conspired  
27 with other Defendants and wrongdoers in carrying out het tortuous and unlawful activities  
28 described in this Complaint.

1           13. Plaintiff is informed and believes, and on that basis alleges, that at all times  
2 mentioned herein, there existed a unity of interest and ownership among Defendants and  
3 each of them such that any individuality and separateness between Defendants, and each of  
4 them, ceased to exist. Defendants and each of them were the successors-in-interest and/or  
5 alter egos of the other Defendants, and each of them in that they purchased, controlled,  
6 dominated, and operated each other without any separate identity, observation of  
7 formalities, or other manner of division. To continue maintaining the façade of a separate  
8 and individual existence between and among Defendants, and each of them, would serve to  
9 perpetrate a fraud and injustice.

10           14. Plaintiff is informed and believes, and on that basis alleges, that at all times  
11 mentioned herein, TYNDALL, USC, and DOES 1 through 50 were the agents,  
12 representatives, and/or employees of each and every other Defendant. In doing the things  
13 hereinafter alleged, Defendants and each of them were acting within the course and scope  
14 of said alternative personality, capacity, identity, agency, representation, and/or  
15 employment and were within the scope of their authority, whether actual or apparent.

16           15. Plaintiff is informed and believes, and on that basis alleges, that at all times  
17 mentioned herein, TYNDALL, USC, and DOES 1 through 50 were the trustees, partners,  
18 servants, joint venturers, shareholders, contractors, and/or employees of each and every  
19 other Defendant, and the acts and omissions herein alleged were done by them, acting  
20 individually, through such capacity and within the scope of their authority, and with the  
21 permission and consent of each and every other Defendant and that said conduct was  
22 thereafter ratified by each and every other Defendant, and that each of them is jointly and  
23 severally liable to Plaintiffs.

24  
25           **FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS BY PLAINTIFF**

26           16. At all times material hereto, Plaintiff was an undergraduate student and was  
27 under USC, TYNDALL, and DOES 1 through 50's complete control, dominion, and  
28 supervision. TYNDALL worked for, was employed by, and/or was an agent/servant of

1 Defendants USC and/or DOES 1 through 50, when TYNDALL came into contact with the  
2 Plaintiff.

3 17. Plaintiff is informed and believes, and on this basis alleges, that at all times  
4 material hereto, TYNDALL was under the direct supervision, management, agency, and  
5 control of Defendants USC and DOES 1 through 50, inclusive. Plaintiff is informed and  
6 believes, and on that basis alleges, that TYNDALL was hired, employed, supervised, and  
7 retained by Defendants USC and DOES 1 through 50. In this capacity, TYNDALL's  
8 employment duties included providing gynecological care to the young female students of  
9 USC. The purported care offered by TYNDALL included, but was not limited to,  
10 conducting gynecological examinations to the female patients of Defendants USC and  
11 DOES 1 through 50, which included Plaintiff. Plaintiff was an undergraduate student of  
12 Defendant USC and was a patient of USC's Student Health Center and DOES 1 through  
13 50, and it is under these circumstances that Plaintiff came to be under the direction and  
14 control of TYNDALL who used his position of authority and trust to sexually abuse and  
15 harass Plaintiff.

16 18. As a patient of Defendants USC and DOES 1 through 50, Plaintiff was under  
17 TYNDALL's direct supervision, control, and care, which created a special, confidential,  
18 and fiduciary relationship between Plaintiff and TYNDALL. Because of such relationship,  
19 TYNDALL owed Plaintiff a duty of care. Additionally, as the employers and supervisors  
20 of TYNDALL with knowledge that he was in contact with and providing medical care to  
21 female patients, Defendants USC and DOES 1 through 50 were also in a special,  
22 confidential, and fiduciary relationship with Plaintiff, owing Plaintiff a duty of care.

23 19. By employing TYNDALL and assigning him as the sole full-time  
24 gynecologist with regular availability at USC's Student Health Center, Defendants USC  
25 and DOES 1 through 50 represented to its students, and to the community, that TYNDALL  
26 was safe, trustworthy, and of high moral and ethical repute, such that patients need not  
27 worry about having TYNDALL interact with, and provide care to, those patients.  
28 Defendants did so in order to preserve their own public image and reputation, so they could



1 retain past students and recruit new patients, thus allowing donations and other financial  
2 support to continue flowing into their coffers for financial gain.

3 20. Plaintiff is informed and believes, and on that basis alleges, that Defendants  
4 knew or should have known that TYNDALL had engaged in unlawful sexually-abusive  
5 conduct and harassment in the past, and/or was continuing to engage in such conduct.  
6 Defendants had a duty to disclose these facts to Plaintiff and others, but negligently and/or  
7 intentionally suppressed, concealed, or failed to disclose this information. The duty to  
8 disclose this information arose by the special, trusting, confidential, fiduciary relationship  
9 between Defendants and Plaintiff.

10 21. Plaintiff is a female who was born in 1985 and attended USC as an  
11 undergraduate student from 2003 through 2007. Throughout her enrollment at USC,  
12 Plaintiff sought out, and obtained, gynecological treatment from TYNDALL at USC's  
13 Student Health Center. Plaintiff considered TYNDALL to be her regular gynecologist  
14 while she was enrolled at USC.

15 22. Upon information and belief, prior to her enrollment at USC, Plaintiff had not  
16 previously had a gynecological examination or otherwise sought treatment from a  
17 gynecologist. Accordingly, upon information and belief, TYNDALL performed Plaintiff's  
18 first gynecological examination, such that she was completely unfamiliar with the proper  
19 methods, practices, and procedures for such an examination and was completely relying on  
20 the expertise and professionalism of TYNDALL and USC, vis-à-vis its employment of  
21 TYNDALL, to perform a gynecological examination that complied with all standard and  
22 ethical practices and procedures.

23 23. When Plaintiff made her first gynecological appointment with USC, Plaintiff  
24 requested to be treated by a female physician. Plaintiff, however, was informed that the  
25 only available gynecologist was TYNDALL, and, as such, TYNDALL was assigned to be  
26 Plaintiff's regular gynecologist while she was enrolled at USC.

27 24. During all of Plaintiff's gynecological appointments, Plaintiff was made to  
28 strip completely naked and change into a medical gown.

1           25. Upon information and belief, during all of Plaintiff's appointments with  
2 TYNDALL, TYNDALL performed a pelvic examination of Plaintiff. During these "pelvic  
3 examinations," TYNDALL sexually abused Plaintiff by inserting his fingers into her vagina  
4 and moving them around inside of Plaintiff, without a speculum, for seemingly no  
5 legitimate medical purpose. At no time did TYNDALL seek or obtain Plaintiff's consent  
6 prior to inserting his fingers into her vagina. At no time did TYNDALL explain to Plaintiff  
7 the purpose for the insertion of his fingers into her vagina.

8           26. Additionally, upon information and belief, on occasion, TYNDALL would  
9 provide Plaintiff with short-term prescriptions for birth control, and would require Plaintiff  
10 to submit to subsequent "pelvic examinations" in order to obtain a refill on her prescription.  
11 Upon information and belief, there is no legitimate medical reason or basis for TYNDALL  
12 to perform pelvic examinations for the purpose of obtaining a refill for a birth control  
13 prescription. Upon information and belief, TYNDALL only provided Plaintiff with these  
14 short-term prescriptions and required her to submit to subsequent, medically unnecessary  
15 pelvic examinations so that TYNDALL could gain regular access to Plaintiff to continue  
16 his pattern and practice of abuse and harassment of Plaintiff.

17           27. In addition to the aforementioned abuse, during one of Plaintiff's  
18 appointments with TYNDALL, TYNDALL made inappropriate comments about her  
19 genitalia. Specifically, while Plaintiff was only wearing a medical gown, had her legs in  
20 stirrups, and TYNDALL was positioned between her spread legs while in the process of  
21 performing Plaintiff's pelvic examination, TYNDALL commented to Plaintiff that "your  
22 boyfriend is a lucky guy." Plaintiff was embarrassed, shocked, ashamed, and horrified by  
23 TYNDALL's comment, particularly given that the comment was made while she was in  
24 such a vulnerable position. Plaintiff is informed and believes, and on that basis alleges, that  
25 TYNDALL's wholly inappropriate comment to her was designed to shame and humiliate  
26 her so that she would suffer psychological pain and emotional distress.

27 ///

28 ///

1           28.    Upon information and belief, at all times when Plaintiff was sexually abused  
2 and harassed by TYNDALL, a USC-employed chaperone was present in the examination  
3 room, observing TYNDALL's conduct, yet doing nothing to intervene.

4           29.    In reasonable reliance upon USC's representations that TYNDALL was a  
5 trustworthy physician, USC's active concealment of its knowledge that TYNDALL was a  
6 serial sexual predator, and USC's repeated reminders to Plaintiff that, as a student, she was  
7 a member of the "Trojan family," Plaintiff reasonably believed that TYNDALL's treatment  
8 of her must have been medically legitimate. Plaintiff had no medical training or experience  
9 with which to gauge whether TYNDALL's conduct was, in fact, sexual abuse, such that she  
10 was blamelessly ignorant of the fact that she had been sexually abused by TYNDALL. It  
11 was only in May of 2018, when TYNDALL's rampant sexual abuse of the young female  
12 student-patients of USC was nationally publicized by the media that Plaintiff came to  
13 remember the irregularities with regard to TYNDALL's treatment of her as articulated  
14 above and learn that TYNDALL's treatment of her was never legitimate medical treatment,  
15 but rather was sexual assault and harassment.

16           30.    Plaintiff is informed and believes, and on that basis alleges, that while  
17 Plaintiff was a young student and patient of Defendants USC and Does 1 through 50,  
18 Defendants engaged in a pattern and practice of ignoring complaints, failing to investigate  
19 sexual harassment and abuse complaints, deliberately concealing information from abuse  
20 victims, and otherwise contributed to a sexually hostile environment on campus as USC.

21           31.    It is upon information, and therefore belief, that Defendants USC and DOES  
22 1 through 50 had a historic and systemic problem in properly handling sexual harassment  
23 and sexual abuse allegations. This pattern and practice was evidenced by, *inter alia*, the  
24 U.S. Department of Education's 2013 investigation of USC's handling of numerous rape  
25 cases, during which over 100 USC students came forward to complain of USC's "gross  
26 mishandling" of those rape cases. Furthermore, Plaintiff is informed and believes, and on  
27 that basis alleges, that the numerous complaints lodged against TYNDALL that were  
28 actively concealed by USC illustrates that USC had—and continues to have—a culture of

1 ignoring, minimizing, and sanitizing complaints from sexual abuse victims. By USC's own  
2 admission, in the course of its 2016 investigation of complaints against TYNDALL, "a  
3 review of files kept by Dr. Larry Neinstein, a former health center director from 1995-2014  
4 (who is now deceased), show earlier patient complaints about TYNDALL, including  
5 complaints about his clinical practice. The files contained eight complaints lodged between  
6 2000 and 2014 that were concerning." Even more egregiously, a patient lodged a written  
7 complaint against TYNDALL in 1988, before TYNDALL was hired as a full-time  
8 gynecologist, yet USC still hired TYNDALL as a gynecologist at its Student Health Center  
9 the following year. Despite the fact that TYNDALL's direct supervisor, Dr. Neinstein,  
10 possessed documented complaints against TYNDALL dating back to the year 2000, and  
11 that other complaints dating back to at least 1988 also existed, USC continued to allow  
12 TYNDALL to retain his position, thereby granting him unfettered sexual access to its young  
13 female students.

14 32. Plaintiff is informed and believes, and on that basis alleges, that Defendants  
15 knew, or should have known, of TYNDALL's propensity and disposition to engage in  
16 sexual misconduct with young patients before he sexually abused and molested Plaintiff,  
17 and knew of the probability that he would molest students and patients with whom he came  
18 into contact, including but not limited to Plaintiff. Namely, by USC's own admission,  
19 numerous documented complaints were lodged with USC regarding TYNDALL's sexually  
20 abusive behavior, which Plaintiff now knows dates back to at least the year 1988.  
21 Moreover, Plaintiff is informed and believes that, the vast majority of the times that  
22 TYNDALL sexually abused a patient student at USC's Medical Center or Student Health  
23 Center, a USC-employed chaperone was present, witnessing the sexual abuse and  
24 harassment yet doing nothing to intervene.

25 33. Defendants failed to implement reasonable safeguards to avoid acts of  
26 unlawful sexual conduct by TYNDALL in the future, including avoiding placement of  
27 TYNDALL in a position where contact and interaction with vulnerable patients and  
28

1 students is an inherent function. Defendants ignored and suppressed the past sexual  
2 misconduct TYNDALL had engaged in.

3 34. Plaintiff is informed and believes, and on that basis alleges, that Defendants  
4 were apprised, knew, or should have known and/or were put on notice of TYNDALL's past  
5 sexual abuse of young patients and students, past complaints and/or investigations, and his  
6 propensity and disposition to engage in such unlawful activity and unlawful sexual activity  
7 with patients, such that Defendants knew or should have known that TYNDALL would  
8 commit wrongful sexual acts with young patients, including Plaintiff. Plaintiff is informed  
9 and believes, and on that basis alleges, that personnel and/or employment records and other  
10 records of Defendants' reflect numerous incidents of inappropriate sexual contact and  
11 conduct with patients by TYNDALL and other professionals, employees, assistants, agents,  
12 supervisors, and others, on the physical premises of such Defendants. Based on these  
13 records, Defendants knew and/or should have known of TYNDALL's history of sexual  
14 abuse, past claims and/or past investigations, and his propensity and disposition to engage  
15 in unlawful activity and unlawful sexual activity with patients, such that Defendants knew  
16 or should have known that TYNDALL would commit wrongful sexual acts with those  
17 patients, including Plaintiff.

18 35. Because of the relationship between Plaintiff and Defendants, Defendants had  
19 an obligation and duty under the law not to hide material facts and information about  
20 TYNDALL's past, and his deviant sexual behavior and propensities. Additionally,  
21 Defendants had an affirmative duty to inform, warn, and institute appropriate protective  
22 measures to safeguard patients who were reasonably likely to come in contact with  
23 TYNDALL. Defendants willfully refused to notify, give adequate warning, and implement  
24 appropriate safeguards, thereby creating the peril that ultimately damaged Plaintiff.

25 36. California *Penal Code* §11160(a)(2) provides: "Any health practitioner  
26 employed in a health facility, clinic, physician's office, local or state public health  
27 department, or a clinic or other type of facility operated by a local or state public health  
28 department who, in his or her professional capacity or within the scope of his or her

1 employment provides medical services for a physical condition to a patient whom he or she  
2 knows or reasonably suspects is a person described as follows, shall immediately make a  
3 report in accordance with subdivision (b): Any person suffering from any wound or other  
4 physical injury inflicted upon the person where the injury is the result of assaultive or  
5 abusive conduct.” *Penal Code* §11160(b) mandates that such reports be made to a local  
6 law enforcement agency by telephone, “immediately or as soon as is practicable” and by  
7 written report “within two working days of receiving the information regarding the person.”  
8 By and through its health practitioner employees and/or agents, USC repeatedly violated  
9 the foregoing *Penal Code* provisions by failing to report TYNDALL to law enforcement  
10 each time it witnessed and/or received reports of TYNDALL committing a sexual assault  
11 or battery on a patient. Furthermore, USC has deliberately attempted to conceal its  
12 recurring failures to comply with *Penal Code* §11160 by publicly and falsely claiming that  
13 it had no legal duty to report TYNDALL’s sexually abusive behavior to law enforcement.

14 37. Additionally, USC’s own Code of Conduct mandates that “no faculty member  
15 may commit sexual assault, defined as any physical sexual act (including, but not limited  
16 to, actual or attempted intercourse, sexual touching, fondling, or groping) perpetrated upon  
17 a person.” USC’s own Code of Ethics further states: “At the University of Southern  
18 California, ethical behavior is predicated on two main pillars: a commitment to discharging  
19 our obligations to others in a fair and honest manner, and a commitment to respecting the  
20 rights and dignity of all persons. As faculty, staff, students, and trustees, we each bear  
21 responsibility not only for the ethics of our own behavior, but also for building USC’s  
22 stature as an ethical institution.” In direct contravention of their own Codes, USC actively  
23 concealed TYNDALL’s sexually abusive behavior for nearly thirty years, thereby exposing  
24 Plaintiff to his sexual assault, harassment, and molestation.

25 38. Plaintiff is informed and believes, and on that basis alleges, that as part of  
26 Defendants’ conspiratorial and fraudulent attempt to hide TYNDALL’s propensity to  
27 sexually abuse and molest young students and patients, and prior sexual misconduct with  
28 patients, from public scrutiny and criminal investigation, Defendants implemented various

measures designed to make TYNDALL's conduct harder to detect and ensure that other patients and students with whom he came into contact, such as Plaintiff, would be sexually abused, including:

- a. Permitting TYNDALL to remain in a position of authority and trust after Defendants' knew or should have known that he molested his young patients;
- b. Placing TYNDALL in a separate and secluded environment, at Defendant USC and DOES 1 through 50, which granted him unfettered access and control over patients even when he was purporting to conduct extremely sensitive gynecological treatment, thereby allowing TYNDALL to physically and sexually interact with the young students of USC, including Plaintiff.
- c. Failing to disclose and actively concealing TYNDALL's prior record of misconduct, sexual abuse, harassment, and molestation and his propensity to commit such acts towards students and patients in Defendants USC and DOES 1 through 50's Student Health Center, from its students, its patients, the public at large, and law enforcement;
- d. Allowing TYNDALL to have unfettered and un-controlled access to young patients, including Plaintiff;
- e. Holding out TYNDALL to Plaintiff, other patients at Defendants USC and DOES 1 through 50, the alumni members of the Trojan family, and the public at large as a trustworthy and honest person of high ethical and moral repute who was capable and worthy of being granted unsupervised access to the student patients of Defendants USC and DOES 1 through 50;
- f. Failing to investigate or otherwise confirm or deny such facts about TYNDALL, including prior complaints, claims, and investigations for sexual abuse;

- 1 g. Failing to inform, and actively concealing from Plaintiff and law  
2 enforcement officials the fact that Plaintiff and others were or may have  
3 been sexually abused, harassed, and molested, after Defendants knew or  
4 should have known TYNDALL may have sexually abused Plaintiff or  
5 others, thereby enabling Plaintiff to continue to be endangered and  
6 sexually abused, harassed, molested, and/or creating the circumstances  
7 where Plaintiff and others were less likely to receive proper medical  
8 treatment, thus exacerbating the harm to Plaintiff;
- 9 h. Holding out TYNDALL to Plaintiff and to the community as being in  
10 good standing and trustworthy;
- 11 i. Cloaking TYNDALL's prior sexual misconduct with student patients  
12 within the façade of normalcy, thereby disguising the nature of his sexual  
13 abuse and contact with young patients;
- 14 j. Failing to take reasonable steps and to implement reasonable safeguards  
15 to avoid acts of unlawful sexual conduct by TYNDALL such as avoiding  
16 placement of TYNDALL in functions or environments in which his  
17 intimate contact with young patients was inherent;
- 18 k. Failing to put in place a system or procedure to supervise or monitor  
19 physicians, chaperones, and agents to insure they do not molest or abuse  
20 patients in Defendants' care, and that they further report all reasonable  
21 suspicions of sexual assault and battery to law enforcement pursuant to  
22 *Penal Code* §11160.

23 39. By his position within Defendants' institutions, TYNDALL attained a  
24 position of influence over Plaintiff and others. Defendants' conduct created a situation of  
25 peril that was not, and could not, be appreciated by Plaintiff. By virtue of Defendants'  
26 conspiratorial and fraudulent conduct, and in keeping with their intent to fail to disclose and  
27 hide TYNDALL's past and present conduct from the community, the Trojan family, the  
28 public at large and law enforcement, Defendants allowed TYNDALL to remain in a position



1 of influence where his unsupervised or negligently supervised conduct with patients made  
2 the molestation and abuse of those individuals, including the Plaintiff, possible.

3 40. By his position within Defendants' institutions, Defendants and TYNDALL  
4 demanded and required that Plaintiff respect TYNDALL in his position as the only full-  
5 time gynecological physician with regular availability for Defendants USC and DOES 1  
6 through 50. In fact, Plaintiff had no choice but to see TYNDALL, because TYNDALL was  
7 the only full-time gynecologist with regular availability employed by Defendant USC's  
8 Student Health Center, such that he was automatically assigned as Plaintiff's treating  
9 physician.

10 41. The sexual harassment and abuse of Plaintiff by TYNDALL, outlined below,  
11 took place while TYNDALL was a research assistant and gynecological physician  
12 employed, retained, and supervised by Defendants USC and DOES 1 through 50, and  
13 Plaintiff was a student and patient of Defendants USC and DOES 1 through 50, while  
14 TYNDALL was serving as an agent and employee of Defendants in his capacity as a  
15 physician:

- 16 a. In his capacity as a physician with Defendants USC and DOES 1 through  
17 50, TYNDALL was given custody and supervision of students and  
18 patients, including Plaintiff. TYNDALL used this position to coerce  
19 student-patients to concede to his prurient sexual demands, using his  
20 authority and position of trust to exploit them physically, sexually, and  
21 emotionally;
- 22 b. As a patient and student of USC, Plaintiff came into contact with  
23 TYNDALL, Defendants' USC and DOES 1 through 50's physician.  
24 Plaintiff is informed and believes TYNDALL would use the guise of  
25 gynecological care and treatment to normalize intimate, inappropriate, and  
26 sexually abusive and harassing contact with Plaintiff. During this period,  
27 Plaintiff was a patient under TYNDALL's direct supervision and control;  
28

- 1 c. Plaintiff is informed and believes TYNDALL's physical and sexual abuse  
2 and harassment of Plaintiff commenced in or around 2003 and continued  
3 through in or around 2007. During this period, Plaintiff was a student and  
4 patient under TYNDALL's, USC's, and DOES 1 through 50's direct  
5 supervision and control. Using his position as a physician, TYNDALL  
6 would interact with Plaintiff under the guise of providing her with care  
7 and treatment necessary for her health and well-being. Under these  
8 circumstances, TYNDALL would, among other abusive acts, make  
9 Plaintiff strip naked, digitally penetrate her vagina in the presence of other  
10 medical professional staff, and make inappropriate, sexual comments  
11 regarding her genitalia. Plaintiff is informed and believes that  
12 TYNDALL's sexual abuse, molestation, and harassment of Plaintiff  
13 occurred on the premises of Defendant USC and DOES 1 through 50;  
14 d. TYNDALL's sexual abuse and harassment of Plaintiff was done for  
15 TYNDALL's personal sexual gratification, and it annoyed, disturbed,  
16 irritated, and offended Plaintiff as it would have a reasonable person.  
17 Plaintiff did not consent to the sexual abuse and harassment by  
18 TYNDALL.

19 42. As set forth more fully herein above, TYNDALL did sexually abuse, harass,  
20 and molest Plaintiff, who was a student and/or patient at the time of the acts at issue.  
21 Plaintiff is informed and believes, and on that basis alleges, that such conduct by  
22 TYNDALL was based upon Plaintiff's gender, and was done for TYNDALL's sexual  
23 gratification. These actions upon Plaintiff were performed by TYNDALL without the free  
24 consent of Plaintiff.

25 43. During the period Plaintiff was being sexually abused and harassed by  
26 TYNDALL, Defendants had the authority and ability to prevent such abuse by removing  
27 TYNDALL from his position as a research assistant and/or gynecological physician at  
28 Defendants USC and DOES 1 through 50. They failed to do so, allowing the abuse to occur

1 and to continue unabated. Plaintiff is informed and believes, and on that basis alleges, that  
2 this failure was a part of Defendants' conspiratorial plan and arrangement to conceal  
3 TYNDALL's wrongful acts, to avoid and inhibit detection, to block public disclosure, to  
4 avoid scandal, to avoid the disclosure of their tolerance of student-patient sexual  
5 molestation and abuse, to preserve a false appearance of propriety, and to avoid  
6 investigation and action by public authority including law enforcement. Such actions were  
7 motivated by a desire to protect the reputation of Defendants and protect the monetary  
8 support of Defendants, while fostering an environment where such abuse could continue to  
9 occur.

10 44. As a direct result of the sexual harassment and abuse of Plaintiff by  
11 TYNDALL, Plaintiff has suffered substantial emotional distress.

12 45. As a further direct and proximate result of Defendants' wrongful actions, as  
13 herein alleged, Plaintiff has been hurt in her health as she did not receive proper treatment  
14 while under TYNDALL's care.

15 46. As is set forth herein, Defendants and each of them have failed to uphold  
16 numerous mandatory duties required of them by state and federal law, as well as their own  
17 internal written policies and procedures, including but not limited to:

- 18 a. Duty of health care professionals to report reasonable suspicions of sexual  
19 abuse to law enforcement, pursuant to *Penal Code* §11160;
- 20 b. Duty to use reasonable care to protect participants and members from  
21 known or foreseeable dangers;
- 22 c. Duty to protect participants and members of staff, and provide adequate  
23 supervision;
- 24 d. Duty to ensure that any direction given to participants and members is  
25 lawful, and that adults act fairly, responsible and respectfully towards  
26 participants and members;
- 27 e. Duty to properly train staff so that they are aware of their individual  
28 responsibility for creating and maintaining a safe environment;

- f. Duty to review the criminal history of applicants and current employees;
- g. Duty to provide diligent supervision over patients;
- h. Duty to act promptly and diligently and not ignore or minimize problems;
- i. Duty to report suspected incidents of sexual abuse.

47. Defendants and each of them had and have a duty to protect students and patients, including Plaintiff. Defendants were required to, and failed to, provide adequate supervision, and failed to be properly vigilant in seeing that supervision was sufficient at Defendants USC and DOES 1 through 50 to ensure the safety of Plaintiff and others.

48. Despite having a duty to do so, Defendants failed to adequately train and supervise all staff to create a positive and safe environment, specifically including training to perceive, report, and stop inappropriate sexual conduct by other members of the staff, specifically including TYNDALL and young students and patients. In particular, the USC-employed chaperones who were responsible for ensuring that TYNDALL did not sexually abuse his young patients during examinations deliberately flouted this duty. Chaperons would watch the abuse of Plaintiff, and others, yet remain silent. Moreover, USC's chaperones failed to report or investigate myriad complaints from patients that TYNDALL had sexually abused them over the years.

49. Defendants failed to enforce their own rules and regulations designed to protect the health and safety of its students and patients. Further, they failed to adopt and implement safety measures, policies, and procedures designed to protect patients, such as Plaintiff from the sexually exploitive and abusive acts of their agents and employees such as TYNDALL.

50. In subjecting Plaintiff to the wrongful treatment herein described, Defendants acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and/or oppression under California *Civil Code* §3294. Plaintiff is informed, and on that basis alleges, that specifically, the Defendants acted in concert, and under their authority as an educational institution and medical provider, with reckless disregard for the concern of the student-patients in its charge, in

1 order to further financially benefit its business's growth. The Defendants acted  
2 intentionally in creating an environment that harbored molesters, put its vulnerable patients  
3 and young students at risk of harm, ignored clear warning signs and their duties to report  
4 sexual abusers and molesters in their ranks, to maintain a façade of normalcy, in order to  
5 maintain its funding and provide further financial growth of Defendants USC and DOES 1  
6 through 50, on the international level. The safety of the student-patients that were entrusted  
7 to Defendants USC and DOES 1 through 50 and was compromised du tot Defendants desire  
8 to maintain the status quo of the Defendants USC and DOES 1 through 50 organizations,  
9 to continue to enjoy the financial support of the alumni of the Trojan family, and avoid any  
10 public scrutiny for their misconduct. Plaintiff is informed, and on that basis alleges that  
11 these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified by  
12 the officers, directors, and/or managing agents of the Defendants. Plaintiff is therefore  
13 entitled to recover punitive damages, in an amount to be determined by the court, against  
14 Defendants TYNDALL, USC, and DOES 1 through 50.

### 15 16 STATUTE OF LIMITATIONS

17 51. Plaintiff was sexually abused by TYNDALL on Defendant USC's campus  
18 from in or around 2003 to in or around 2007 while Plaintiff was a patient of Defendant  
19 USC's Student Health Center. Plaintiff was sexually abused by TYNDALL while a  
20 chaperone employed by Defendant USC witnessed the abuse and did nothing to intervene,  
21 and Defendant USC actively concealed numerous complaints of TYNDALL's sexually  
22 abusive behavior in order to deceive Plaintiff into believing that his sexual abuse was a  
23 legitimate medical treatment. Indeed, several of TYNDALL's patients attempted to report  
24 TYNDALL's misconduct, yet were led to believe that their complaints were without merit,  
25 because no one from Defendant USC took action against or investigated TYNDALL as a  
26 result of these complaints. Then, in or around June of 2017, Defendant USC paid  
27 TYNDALL a financial settlement in exchange for his quiet resignation, in order to continue  
28 to conceal TYNDALL's sexually abusive nature from the public and thereby insulate itself

1 from civil liability. For all of the foregoing reasons, Plaintiff's statute of limitations was  
2 equitably tolled and Defendants USC and DOES 1 through 50 are equitably estopped from  
3 asserting the statute of limitations as a defense. Defendants USC's employees and DOES  
4 1 through 50 acted wrongfully in ignoring and actively concealing myriad complaints of  
5 sexual misconduct lodged against TYNDALL, and further breached numerous mandatory  
6 duties owed to Plaintiff by holding TYNDALL out as a safe, legitimate medical  
7 professional and failing to warn Plaintiff of TYNDALL's proclivity to sexually abuse  
8 young patients. Moreover, Plaintiff was a young woman who had limited, if any,  
9 experience with gynecological procedures before her experience with TYNDALL, and,  
10 only learned of the abusive nature of his acts due to Defendant USC's and the media's  
11 revelation of his pattern of misconduct and the subsequent police investigation allowing  
12 such victims, including Plaintiff, to come forward against Defendants USC and TYNDALL.

13 52. Furthermore, Plaintiff was led to believe that TYNDALL's sexual abuse was  
14 not, in fact, sexual abuse, but rather was legitimate gynecological treatment, due to the fact  
15 that a USC-employed chaperone witnessed the sexual abuse yet did nothing to intervene.  
16 Plaintiff was a young patient at the time she was abused by TYNDALL, and had no  
17 knowledge, or training in what legitimate gynecological examinations were, in comparison  
18 to TYNDALL's purported treatments. Indeed, to Plaintiff's best recollection and  
19 knowledge, Plaintiff had never had any sort of gynecological treatment before her  
20 appointments with TYNDALL, and therefore had no prior experience whatsoever with  
21 which to compare TYNDALL's purported treatment. Furthermore, Plaintiff was not, and  
22 is not, a medical professional and has no specialized medical training, and thus did not and  
23 could not have reasonably discovered her abuse at an earlier date than she did. As such, she  
24 was blamelessly ignorant of the true facts related to her abuse until it was revealed in May  
25 of 2018, because it was not until May of 2018, when the allegations of sexual misconduct  
26 against TYNDALL received national media attention and became public knowledge, that  
27 Plaintiff knew or had reason to know that her claims against Defendants USC, TYNDALL,  
28

1 and DOES 1 through 50 had accrued. Thus, Plaintiff's claims accrued in or around May of  
2 2018.

3  
4 **FIRST CAUSE OF ACTION**

5 **Violation of Unruh Act (*Civil Code* §51)**

6 **(Against Defendant TYNDALL, USC, and DOES 1 through 50)**

7 53. Plaintiff re-alleges and incorporates by reference herein each and every  
8 allegation contained herein above as though fully set forth and brought in this cause of  
9 action.

10 54. Plaintiff's civil rights were violated by Defendant USC, when Defendant  
11 USC, through its agents, actors, and employees, intentionally concealed complaints of  
12 sexual abuse, molestation, and harassment by TYNDALL from Plaintiff. Plaintiff had a  
13 right to be free from gender discrimination, sexual molestation, abuse, and harassment  
14 under the Unruh Civil Rights Act.

15 55. The Defendants USC, TYNDALL, and DOES 1 through 50 were acting under  
16 the color of their authority and in the scope of their employment, during the instances when  
17 the Plaintiff was a student and/or patient at Defendant USC and DOES 1 through 50.

18 56. USC denied Plaintiff full and equal accommodations, advantages, facilities,  
19 privileges, and healthcare services because of her gender, by allowing TYNDALL  
20 unfettered access to sexually abuse Plaintiff, by and through his position of authority as the  
21 Student Health Center's sole full-time gynecologist with regular availability, by actively  
22 concealing from Plaintiff its knowledge that TYNDALL was serial sexual predator.

23 57. By employing and retaining TYNDALL, first as a research assistant, and then  
24 as the sole full-time gynecologist with regular availability in its Student Health Center,  
25 despite its knowledge of myriad reports of TYNDALL's sexually abusive nature, USC  
26 forced its students and patients to seek necessary medical treatment from TYNDALL,  
27 thereby exposing Plaintiff to TYNDALL's sexual abuse. Thus, USC's retention of  
28

1 TYNDALL denied Plaintiff, and all of its other young students and patients, of full and  
2 equal access to safe medical facilities, treatment and services, based upon their gender.

3 58. The substantial motivating reason for Defendant USC's conduct of actively  
4 concealing numerous complaints of TYNDALL's sexually abusive nature was Plaintiff's  
5 gender, as USC knew that only its female students would seek gynecological treatment from  
6 TYNDALL and, thus, would be unwittingly subjected to his sexual assaults.

7 59. As a direct and proximate result of Defendant's tortuous acts, omissions,  
8 wrongful conduct, and breaches of their duties, Plaintiff suffered economic injury, all to  
9 Plaintiff's general, special, and consequential damage in an amount to be proven at trial,  
10 but in no event less than the minimum jurisdictional amount of this Court.

11 60. As a further direct and proximate result of Defendants' wrongful actions, as  
12 herein alleged, Plaintiff has sustained injury to her person, which has caused mental pain,  
13 suffering, upset, worry, humiliation, embarrassment, and shock in an amount according to  
14 proof at trial but in no event less than the jurisdictional minimum requirements of this Court.

## 15 16 **SECOND CAUSE OF ACTION**

### 17 **Violation of Bane Act (*Civil Code* §52.1)**

#### 18 **(Against Defendants TYNDALL, USC, and DOES 1 through 50)**

19 61. Plaintiff re-alleges and incorporates by reference herein each and every  
20 allegation contained hereinabove as though fully set forth and brought in this cause of  
21 action.

22 62. Defendants' actions, as alleged herein, have had and will continue to interfere  
23 with Plaintiff's right to be free from gender discrimination in the form of sexual harassment  
24 in the educational and collegiate setting, codified under 20 U.S.C. §1681. Furthermore, the  
25 Plaintiff had a right to have Defendant USC respond immediately and investigate her sexual  
26 assaults, molestation, and harassment by Defendant TYNDALL.

27 63. During Plaintiff's time as a patient and/or student at Defendant USC,  
28 Defendants engaged in oppressive and unlawful tactics in ignoring, concealing, and



1 ultimately suppressing the complaints of students being sexually abused by TYNDALL.  
2 These intentional acts of concealment of TYNDALL's abusive behavior violated the  
3 Plaintiff's right to be free from discrimination on the basis of her gender, under Title IX.

4 64. Furthermore, Plaintiff was deprived of Due Process of law, when various  
5 complaints to Defendant USC employees failed to trigger any report, investigation, or other  
6 action by Defendant USC, who was required to do so, both under its own policies and  
7 procedures, as well as under federal mandate by Title IX, and the Fourteenth Amendment.  
8 In addition, these actions were contrary to Plaintiff's civil rights guaranteed under the  
9 Constitution of the State of California.

10 65. Defendants' wrongful conduct was intended to, and did successfully interfere  
11 with Plaintiff's constitutional rights to be free from gender discrimination and harassment,  
12 as well as interfered with their rights of Due Process under the United States' Constitution,  
13 specifically the Fifth and Fourteenth Amendments.

14 66. Defendants unlawfully and wrongfully used, or employed others to  
15 wrongfully use threats, intimidation, harassment, violence, and coercion over Plaintiff's  
16 person, to which Plaintiff had no relief except to submit to the Defendants' wrongful threats,  
17 intimidation, harassment, violence, and coercion, which rendered Plaintiff's submission  
18 involuntary.

19 67. Defendants' above-noted actions were the legal and proximate causes of  
20 physical, psychological, emotional, and economic damages, and damage to the Plaintiff,  
21 who has suffered and continues to suffer to this day.

22 68. As a result of the above-described conduct, Plaintiff suffered great mental  
23 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
24 from performing daily activities and obtaining the full enjoyment of life.

25 69. In subjecting Plaintiff to the wrongful treatment described herein, Defendants  
26 acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard  
27 of Plaintiff's rights, entitling Plaintiff to compensatory damages in a sum to be shown  
28 according to proof, emotional distress damages in a sum to be shown according to proof,

1 punitive, and/or exemplary damages, attorneys' fees, other damages pursuant to *Civil Code*  
2 §52(b)(1), and a temporary restraining order or a preliminary or permanent injunction  
3 ordering Defendants to refrain from conduct or activities as alleged herein, stating  
4 "VIOLATION OF THIS ORDER IS A CRIME PUNISHABLE UNDER SECTION 422.77  
5 OF THE PENAL CODE," and other such relief as the Court deems proper.

6  
7 **THIRD CAUSE OF ACTION**

8 **Sexual Abuse and Harassment in the Educational Setting (*Education Code* §220)**  
9 **(Against Defendants TYNDALL, USC, and DOES 1 through 50)**

10 70. Plaintiff re-alleges and incorporates by reference herein each and every  
11 allegation contained hereinabove as though fully set forth and brought in this cause of  
12 action.

13 71. Plaintiff was harmed by being subjected to sexual abuse, harassment, and  
14 molestation at Defendants USC and DOES 1 through 50 because of the Plaintiff's gender  
15 and Defendants are responsible for that harm.

16 72. Plaintiff suffered harassment that deprived Plaintiff of the right of equal  
17 access to educational benefits and opportunities.

18 73. Defendants had actual knowledge that this sexual harassment, abuse, and  
19 molestation was occurring. Specifically, Defendant USC, by and through its employees,  
20 witnessed Defendant TYNDALL's abuse firsthand, as it was witnessed by multiple USC-  
21 employed chaperones. Further, Defendant USC received, and then actively suppressed and  
22 ignored, numerous complaints of TYNDALL's sexual abuse, dating back to at least the year  
23 1988.

24 74. In the face of this knowledge of sexual abuse, harassment, and molestation  
25 that was being perpetrated upon the Plaintiff, by TYNDALL, Defendants acted with  
26 deliberate indifference towards responding to these alarms and preventing further abuse.  
27 Defendants allowed TYNDALL to remain as a physician at Defendants USC and DOES 1  
28 through 50, to sexually harass, abuse, and molest other patients. It was not until June of

2017 that Defendants USC and DOES 1 through 50 allowed Defendant TYNDALL to resign, with a monetary settlement, that TYNDALL's sexual abuse of young female students of USC finally abated.

75. As a result of the above-described conduct, Plaintiff suffered great mental pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented from performing daily activities and obtaining the full enjoyment of life.

76. In subjecting the Plaintiff to the wrongful treatment herein described, Defendants USC, TYNDALL, and DOES 1 through 50, acted willfully and maliciously with the intent to harm Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice and oppression under *Civil Code* §3294. Plaintiff is therefore entitled to the recovery of punitive damages, in an amount to be determined by the Court, against TYNDALL, USC, and DOES 1 through 50, in a sum to be shown according to proof.

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

##### **Gender Violence**

##### **(Against Defendant TYNDALL)**

77. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained hereinabove as though fully set forth and brought in this cause of action.

78. TYNDALL's acts committed against Plaintiff, as alleged herein, including the sexual harassment, molestation, and abuse of Plaintiff constitutes gender violence and a form of sex discrimination in that one or more of TYNDALL's acts would constitute a criminal offense under state law that has as an element the use, attempted use, or threatened use of physical force against the person of another, committed at least in part based on the gender of the victim, whether or not those acts have resulted in criminal complaints, charges, prosecution, or conviction.

79. TYNDALL's acts committed against Plaintiff, as alleged herein, including the sexual harassment, molestation, and abuse of Plaintiff constitutes gender violence and

1 a form of sex discrimination in that TYNDALL's conduct caused a physical intrusion or  
2 physical invasion of a sexual nature upon Plaintiff under coercive conditions, whether or  
3 not those acts have resulted in criminal complaints, charges, prosecution, or conviction.

4 80. As a proximate result of TYNDALL's acts, Plaintiff is entitled to actual  
5 damages, compensatory damages, punitive damages, injunctive relief, any combination of  
6 those, or any other appropriate relief. Plaintiff is also entitled to an award of attorneys' fees  
7 and costs pursuant to *Civil Code* §52.4 against TYNDALL.

8  
9 **FIFTH CAUSE OF ACTION**

10 **Sexual Harassment (*Civil Code* §51.9)**

11 **(Against Defendants USC and DOES 1 through 50)**

12 81. Plaintiff re-alleges and incorporates by reference herein each and every  
13 allegation contained hereinabove as though fully set forth and brought in this cause of  
14 action.

15 82. During Plaintiff's time as a patient and/or student at Defendants USC and  
16 DOES 1 through 50, Defendant TYNDALL intentionally, recklessly, and wantonly made  
17 sexual advances, solicitations, requests, demands for sexual compliance of a hostile nature  
18 based on Plaintiff's gender that were unwelcome, pervasive, and severe, including but not  
19 limited to TYNDALL groping and fondling Plaintiff's vagina, all under the supervision of  
20 Defendants USC and DOES 1 through 50 who were acting in the course and scope of their  
21 agency with Defendants and each of them.

22 83. The incidents of abuse outlined hereinabove took place while Plaintiff was  
23 under the control of TYNDALL and Defendants USC and DOES 1 through 50, in their  
24 capacity and position as supervisors of physicians, medical professionals, and staff at  
25 Defendants USC and DOES 1 through 50, all while acting specifically on behalf of  
26 Defendants.

27 84. During Plaintiff's time as a patient and/or student at Defendants USC and  
28 DOES 1 through 50, Defendant TYNDALL intentionally, recklessly, and wantonly did acts

1 which resulted in harmful and offensive contact with intimate parts of Plaintiff's person,  
2 including but not limited to, using his position of authority and age to force Plaintiff to give  
3 into TYNDALL's sexual suggestions.

4 85. Because of Plaintiff's relationship with TYNDALL and Defendants USC and  
5 DOES 1 through 50, TYNDALL's status as the only full-time gynecologist with regular  
6 availability employed by Defendant USC's Student Health Center, and Plaintiff's young  
7 age as a student of Defendant USC, Plaintiff was unable to easily terminate the relationship  
8 she had with the Defendants.

9 86. Because of Defendant TYNDALL's age and position of authority, physical  
10 seclusion of the Plaintiff, Plaintiff's mental and emotional state, and Plaintiff's young age,  
11 Plaintiff was unable to, and did not and could not, give consent to such acts.

12 87. Even though the Defendants knew or should have known of these activities  
13 by TYNDALL, Defendants did nothing to investigate, supervisor, or monitor TYNDALL  
14 to ensure the safety of the student-patients in their charge.

15 88. Because of Plaintiff's relationship with Defendants, as a student-patient of  
16 Defendants, and Plaintiff's young age, Plaintiff was unable to easily terminate the doctor-  
17 patient relationship she had with Defendants.

18 89. A corporation is a "person" within the meaning of *Civil Code* §51.9, which  
19 subjects persons to liability for sexual harassment within a business, service, or professional  
20 relationship, and such an entity defendant may be held liable under this statute for the acts  
21 of its employees. *C.R. v. Tenet Healthcare Corp.* (2009) 169 Cal.App.4th 1094. Further,  
22 principles of ratification apply when the principal ratifies the agent's originally  
23 unauthorized harassment, as is alleged to have occurred herein.

24 90. Defendants' conduct (and the conduct of their agents) was a breach of their  
25 duties to Plaintiff.

26 91. As a result of the above-described conduct, Plaintiff suffered great mental  
27 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
28 from performing daily activities and obtaining the full enjoyment of life.

**SIXTH CAUSE OF ACTION**

**Sexual Assault**

**(Against Defendant TYNDALL)**

92. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained hereinabove as though fully set forth and brought in this cause of action.

93. TYNDALL, in doing the things herein alleged, beginning on or around 2003, and lasting for the duration of Plaintiff's tenure with these Defendants, in or around 2007, including but not limited to instances of TYNDALL digitally penetrating Plaintiff's vagina without her consent, all while TYNDALL acted in the course and scope of his agency/employment with Defendants USC and DOES 1 through 50, and each of them, and were intended to cause harmful or offensive contact with Plaintiff's person, or intended to put Plaintiff in imminent apprehension of such contact.

94. In doing the things herein alleged, Plaintiff was put in imminent apprehension of a harmful or offensive contact by TYNDALL and actually believed TYNDALL had the ability to make harmful or offensive contact with Plaintiff's person.

95. Plaintiff did not consent to TYNDALL's intended harmful or offensive contact with Plaintiff's person, or intent to put Plaintiff in imminent apprehension of such contact.

96. In doing the things alleged herein, TYNDALL violated Plaintiff's right, pursuant to *Civil Code* §43, of protection from bodily restraint or harm, and from personal insult. In doing the things herein alleged, TYNDALL violated his duty, pursuant to *Civil Code* §1708, to abstain from injuring the person of Plaintiff or infringing upon her rights.

97. As a result of the above-described conduct, Plaintiff suffered great mental pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented from performing daily activities and obtaining the full enjoyment of life.

98. Plaintiff is informed and based thereon alleges that the conduct of TYNDALL was oppressive, malicious, and despicable in that it was intentional and done in conscious

disregard of the rights and safety of others, and was carried out with conscious disregard of the right to be free from such tortious behavior, such as to constitute oppression, fraud, or malice pursuant to *Civil Code* §3294, entitling Plaintiff to punitive damages against TYNDALL in an amount appropriate to punish and set an example of TYNDALL.

**SEVENTH CAUSE OF ACTION**

**Sexual Battery (*Civil Code* §1708.5)**

**(Against Defendant TYNDALL)**

99. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained hereinabove as though fully set forth and brought in this cause of action.

100. During Plaintiff's time as a patient and/or student with Defendants USC and DOES 1 through 50, Defendant TYNDALL intentionally, recklessly, and wantonly did acts which were intended to, and did result in harmful and offensive contact with intimate parts of Plaintiff's person, including, but not limited to, being subjected to sexual abuse by TYNDALL, during Plaintiff's time with Defendants USC and DOES 1 through 50, beginning on or around 2003, and lasting of the duration of Plaintiff's tenure with Defendants USC and DOES 1 through 50, in or around 2007, including, but not limited to, instances of TYNDALL digitally penetrating the Plaintiff's vagina without her consent, all while TYNDALL acted in the course and scope of his agency/employment with Defendants USC and DOES 1 through 50, and each of them.

101. Defendant TYNDALL did the aforementioned acts with the intent to cause a harmful or offensive contact with an intimate part of Plaintiff's persons, and would offend a reasonable sense of personal dignity. Further, said acts did cause a harmful or offensive contact with an intimate part of Plaintiff's person that would offend a reasonable sense of personal dignity.

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102. Because of Defendant TYNDALL's position of authority over Plaintiff, and Plaintiff's mental and emotional state, and Plaintiff's young age, Plaintiff did not give meaningful consent to such acts.

103. As a direct, legal, and proximate result of the acts of Defendant TYNDALL, Plaintiff sustained serious injuries to her person, all of his damage in an amount to be shown according to proof and within the jurisdiction of the Court.

104. As a direct result of the sexual abuse by TYNDALL, Plaintiff has suffered substantial emotional distress, anxiety, nervousness, and fear.

105. Plaintiff is informed and based thereon alleges that the conduct of TYNDALL was oppressive, malicious, and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and was carried out with a conscious disregard of her right to be free from such tortious behavior, such as to constitute oppression, fraud, or malice pursuant to *Civil Code* §3294, entitling Plaintiff to punitive damages against TYNDALL in an amount appropriate to punish and set an example of TYNDALL.

### **EIGHTH CAUSE OF ACTION**

#### **Unfair Business Practices (*Business & Professions Code* §17200)**

#### **(Against Defendants USC, TYNDALL, and DOES 1 through 50)**

106. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained hereinabove as though fully set forth and brought in this cause of action.

107. Plaintiff is informed and believes, and on that basis alleges, that TYNDALL and Defendants USC and DOES 1 through 50 have engaged in unlawful, unfair, and deceptive business practices, including allowing Defendant TYNDALL to engage in repeated harassment of student-patients, including Plaintiff, and failing to take all reasonable steps to prevent harassment and abuse from occurring. The unlawful, unfair, and deceptive business practices also included failing to adequately investigate, vet, and evaluate individuals for employment with Defendants USC and DOES 1 through 50,



1 refusing to design, implement, and oversee policies regarding sexual harassment and abuse  
2 of student-patients in a reasonable manner that is customary in similar educational  
3 environments. Plaintiff is informed and believes, and on that basis alleges, that TYNDALL  
4 and Defendants USC and DOES 1 through 50 have engaged in unlawful, unfair, and  
5 deceptive business practices including concealing sexual harassment, abuse, and/or  
6 molestation claims by students and/or patients, such as Plaintiff, so as to retain other  
7 similarly situated individuals within Defendants USC and DOES 1 through 50 who were  
8 not apprised of such illicit sexual misconduct by TYNDALL.

9 108. Plaintiff is informed and believes that Defendants engaged in a common  
10 scheme, arrangement, or plan to actively conceal allegations against sexual abusers who  
11 were employees, agents, members, and/or participants at Defendants USC and DOES 1  
12 through 50, including TYNDALL, such that Defendants USC and DOES 1 through 50 could  
13 maintain their public image, and avoid detection of such abuse and abusers. Plaintiff is  
14 informed and believes and thereon alleges that Defendants actively concealed these  
15 allegations, such that Defendants would be insulated from public scrutiny, governmental  
16 oversight, and/or investigation from various law enforcement agencies, all done in order to  
17 maintain the false sense of safety for participants and their families and to perpetuate the  
18 program financially.

19 109. By engaging in unlawful, unfair, and deceptive business practices,  
20 TYNDALL and Defendants USC and DOES 1 through 50 benefitted financially to the  
21 detriment of its competitors, who had to comply with the law.

22 110. Unless restrained, Defendants USC and DOES 1 through 50 will continue to  
23 engage in the unfair acts and business practices described above, resulting in great and  
24 irreparable harm to Plaintiff and/or other similarly situated participants and members.

25 111. Plaintiff seeks restitution for all amounts improperly obtained by TYNDALL  
26 and Defendants USC and DOES 1 through 50 through the use of the above-mentioned  
27 unlawful business practices, as well as the disgorgement of all ill-gotten gains and  
28

1 restitution on behalf of Plaintiff and all other similarly situated student-patients who were  
2 also subjected to Defendants illegal and unfair business practices.

3 112. Pursuant to *Business and Professions Code* §17203 and available equitable  
4 powers, Plaintiff is entitled to a preliminary and permanent injunction, enjoining  
5 TYNDALL, Defendants USC and DOES 1 through 50 from continuing the unlawful and  
6 unfair business practices described above. Further, Plaintiff seeks the appointment of a  
7 court monitor to enforce its orders regarding client safety. In addition, Plaintiff is entitled  
8 to recover reasonable attorneys' fees pursuant to the California *Business and Professions*  
9 *Code* and *Code of Civil Procedure* §1021.5.

10  
11 **NINTH CAUSE OF ACTION**

12 **Intentional Infliction of Emotional Distress**

13 **(Against Defendants USC, TYNDALL, and DOES 1 through 50)**

14 113. Plaintiff re-alleges and incorporates by reference herein each and every  
15 allegation contained hereinabove as though fully set forth and brought in this cause of  
16 action.

17 114. Defendants TYNDALL, USC, and DOES 1 through 50's conduct toward  
18 Plaintiff, as described herein, was outrageous and extreme.

19 115. A reasonable person would not expect or tolerate the sexual harassment,  
20 molestation, and abuse of Plaintiff by TYNDALL and Defendants' knowledge and callous  
21 indifference thereof. Plaintiff had great trust, faith, and confidence in the Defendants,  
22 which, by virtue of TYNDALL and Defendants' wrongful conduct, turned to fear.

23 116. A reasonable person would not expect or tolerate Defendants putting  
24 TYNDALL, who was known to Defendants to have physically and sexually abused other  
25 student-patients, in a position of care of Plaintiff and other patients, which enabled  
26 TYNDALL to have access to other patients so that he could commit wrongful sexual acts,  
27 including the conduct described herein, with young female students, including Plaintiff.  
28

1 Plaintiff had great trust, faith, and confidence in Defendants, which, by virtue of  
2 Defendants' wrongful conduct, turned to fear.

3 117. A reasonable person would not expect or tolerate the Defendants and their  
4 agents to be incapable of supervision and/or stopping participants and members of  
5 Defendants, including TYNDALL, from committing wrongful sexual acts with other  
6 patients, including Plaintiff, or to supervise TYNDALL. Plaintiff had great trust, faith, and  
7 confidence in Defendants, which, by virtue of Defendants' wrongful conduct, turned to fear.

8 118. Defendants' conduct described herein was intentional and malicious and done  
9 for the purpose of causing or with the substantial certainty that Plaintiff would suffer  
10 humiliation, mental anguish, and emotional distress.

11 119. As a result of the above-described conduct, Plaintiff suffered great mental  
12 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
13 from performing daily activities and obtaining the full enjoyment of life.

14 120. In subjecting Plaintiff to the wrongful treatment herein described, Defendants  
15 TYNDALL, USC, and DOES 1 through 50 acted willfully and maliciously with the intent  
16 to harm Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice  
17 and/or oppression under *Civil Code* §3294. Plaintiff is informed, and on that basis alleges,  
18 that these willful, malicious, and/or oppressive acts, as alleged hereinabove, were ratified  
19 by the officers, directors, and/or managing agents of the Defendants. Plaintiff is therefore  
20 entitled to recover punitive damages, in an amount to be determined by the Court, against  
21 TYNDALL, USC, and DOES 1 through 50.

22  
23 **TENTH CAUSE OF ACTION**

24 **Constructive Fraud**

25 **(Against Defendants USC, TYNDALL, and DOES 1 through 50)**

26 121. Plaintiff re-alleges and incorporates by reference herein each and every  
27 allegation contained hereinabove as though fully set forth and brought in this cause of  
28 action.

122. By holding TYNDALL out as an agent of Defendants, and by allowing him to undertake the medical care of young patients such as Plaintiff, Defendants entered into a confidential, fiduciary, and special relationship with Plaintiff.

123. By holding themselves out as a preeminent collegiate facility, thereby enticing Plaintiff to attend Defendant USC as an undergraduate student, Defendants entered into a confidential, fiduciary, and special relationship with Plaintiff.

124. Defendants breached their confidential, fiduciary duties and special duties to Plaintiff by the wrongful and negligent conduct described above and incorporated into this cause of action, and in so doing, gained an advantage over Plaintiff in matters relating to Plaintiff's safety, security, and health. In particular, in breaching such duties as alleged, Defendants were able to sustain their status as an institution of high moral repute, and preserve their reputation, all at the expense of Plaintiff's further injury and in violation of Defendants' mandatory duties.

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

- a. Investigate or otherwise confirm or deny such claims of sexual abuse;
- b. Reveal such facts to Plaintiff, the community at large, and law enforcement agencies;
- c. Refuse to place TYNDALL and other molesters in positions of trust and authority within Defendants' institutions;
- d. Refuse to hold TYNDALL and other molesters to the public, the community, parents, and law enforcement agencies as being in good standing, and trustworthy in keeping with him and his position as a physician, faculty member, and authority figure;
- e. Refuse to assign TYNDALL and other molesters to positions of power within Defendants USC and DOES 1 through 50, and over young students; and

1 f. Disclose to Plaintiff, the public, the school community, and law  
2 enforcement agencies the wrongful, tortious, and sexually exploitative  
3 acts that TYNDALL had engaged in which patients.

4 126. Defendants' breach of their respective duties included:

- 5 a. Not making reasonable investigations of TYNDALL;  
6 b. Issuing no warnings about TYNDALL;  
7 c. Permitting TYNDALL to routinely be supervised only by untrained  
8 chaperones, who were consistently derelict in their duty to report  
9 TYNDALL's sexual abuse to law enforcement;  
10 d. Not adopting a policy to prevent TYNDALL from routinely having  
11 patients and students in his unsupervised control;  
12 e. Making no reports of any allegations of TYNDALL's abuse of students  
13 prior to or during his employment and/or agency at Defendants USC and  
14 DOES 1 through 50;  
15 f. Assigning and continuing to assign TYNDALL to duties which placed  
16 him in positions of authority and trust over other student-patients,  
17 positions in which TYNDALL could easily isolate and sexually abuse  
18 other student-patients; and  
19 g. Continuing to perpetrate the fraud that TYNDALL did not sexually abuse  
20 his student-patients when, in June of 2017, Defendant USC allowed  
21 TYNDALL to resign quietly, with a financial settlement, rather than  
22 reporting his sexually abusive conduct to law enforcement, the Medical  
23 Board, and/or the patients he sexually abused, including Plaintiff.

24 127. At the time that Defendants engaged in such suppression and concealment of  
25 acts, such acts were done for the purpose of causing Plaintiff to forbear on her rights.

26 128. Defendants' misconduct did reasonably cause Plaintiff to forbear on her  
27 rights.  
28

1           129. The misrepresentations, suppressions, and concealment of facts by  
2 Defendants were intended to and were likely to mislead Plaintiff and others to believe that  
3 Defendants had no knowledge of any charges against TYNDALL, or that there were no  
4 other charges of unlawful or sexual misconduct against TYNDALL or others and that there  
5 was no need for them to take further action or precaution.

6           130. The misrepresentations, suppressions, and concealment of facts by  
7 Defendants was likely to mislead Plaintiff and others to believe that Defendants had no  
8 knowledge of the fact that TYNDALL was a molester, and was known to commit wrongful  
9 sexual acts with student-patients, including Plaintiff.

10           131. Defendants knew or should have known at the time they suppressed and  
11 concealed the true facts regarding others' sexual molestations, that the resulting impressions  
12 were misleading.

13           132. Defendants suppressed and concealed the true facts regarding TYNDALL  
14 with the purpose of: preventing Plaintiff and others from learning that TYNDALL and  
15 others had been and were continuing to sexually harass, molest, and abuse patients; inducing  
16 people, including Plaintiff and other benefactors and donors to participate and financially  
17 support Defendants' program and other enterprises of Defendants; preventing further  
18 reports and outside investigations into TYNDALL and Defendants' conduct; preventing  
19 discovery of Defendants' own conduct; avoiding damage to the reputations of Defendants;  
20 protecting Defendants' power and status in the community; avoiding damage to the  
21 reputation of Defendants, or Defendants' institutions; and avoiding the civil and criminal  
22 liability of Defendants, of TYNDALL, and of others.

23           133. At all times mentioned herein, Defendants, and in particular Defendants  
24 TYNDALL, USC, and DOES 1 through 50, with knowledge of the tortious nature of their  
25 own and TYNDALL's conduct, knowingly conspired and gave each other substantial  
26 assistance to perpetrate the misrepresentations, fraud, and deceit alleged herein—covering  
27 up the past allegations of sexual misconduct lodged against TYNDALL, and allowing  
28

1 TYNDALL to remain in his position as a physician, faculty member, and doctor, so they  
2 could maintain their reputations and continue with their positions within the organization.

3 134. Plaintiff and others were misled by Defendants' suppressions and  
4 concealment of facts, and in reliance thereon, were induced to act or induced not to act,  
5 exactly as intended by Defendants. Specifically, Plaintiff was induced to believe that there  
6 were no allegations of criminal or sexual abuse against TYNDALL and that he was safe to  
7 be around patients. Had Plaintiff, and others, known the true facts about TYNDALL, they  
8 would not have participated further in activities of Defendants, or continued to financially  
9 support Defendants' activities. They would have reported the matters to the proper  
10 authorities, to other patients so as to prevent future recurrences; they would have not  
11 allowed their children, including Plaintiff, to be alone with, or have any relationship with  
12 TYNDALL; they would not have allowed young female students, including Plaintiff, to  
13 attend or be under the control of Defendants; they would have undertaken their own  
14 investigations which would have led to the discovery of the true facts; and they would have  
15 sought psychological counseling for Plaintiff, and for other student-patients, who had been  
16 abused by TYNDALL.

17 135. By giving TYNDALL the position of physician and faculty member,  
18 Defendants impliedly represented that TYNDALL was safe and morally fit to give medical  
19 care and provide gynecological treatment.

20 136. When Defendants made these affirmative or implied representations and non-  
21 disclosures of material facts, Defendants knew or should have known that the facts were  
22 otherwise. Defendants knowingly and intentionally suppressed the material facts that  
23 TYNDALL had on numerous, prior occasions sexually, physically, and mentally abused  
24 patients of Defendants, including Plaintiff, and knew of or learned of conduct, and should  
25 have known of conduct by TYNDALL which placed Defendants on notice that TYNDALL  
26 had previously been suspected of felonies, including unlawful sexual conduct with patients,  
27 and was likely sexually abusing student-patients in his care.  
28

1           137. Because of Plaintiff's young age, and because of the status of TYNDALL as  
2 a trusted, authority figure to Plaintiff, Plaintiff was vulnerable to TYNDALL. TYNDALL  
3 sought Plaintiff out, and was empowered by and accepted Plaintiff's vulnerability.  
4 Plaintiff's vulnerability also prevented Plaintiff from effectively protecting herself from the  
5 sexual advances of TYNDALL.

6           138. Defendants had the duty to obtain and disclose information relating to sexual  
7 misconduct of TYNDALL.

8           139. Defendants misrepresented, concealed, or failed to disclose information  
9 relating to the sexual misconduct of TYNDALL.

10          140. Defendants knew that they had misrepresented, concealed, or failed to  
11 disclose information related to sexual misconduct of TYNDALL.

12          141. Plaintiff justifiably relied upon Defendants for information relating to sexual  
13 misconduct of TYNDALL.

14          142. Defendants TYNDALL, USC, and DOES 1 through 50, in concert with each  
15 other and with the intent to conceal and defraud, conspired, and came to a meeting of the  
16 minds whereby they would misrepresent, conceal, or fail to disclose information relating to  
17 the sexual misconduct of TYNDALL, the inability of Defendants to supervise or stop  
18 TYNDALL from sexually harassing, molesting, and abusing Plaintiff, and their own failure  
19 to properly investigate, supervise, and monitor his conduct with patients.

20          143. By so concealing, Defendants committed at last one act in furtherance of the  
21 conspiracy.

22          144. As a result of the above-described conduct, Plaintiff suffered great mental  
23 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
24 from performing daily activities and obtaining the full enjoyment of life.

25          145. In addition, when Plaintiff finally discovered the fraud of Defendants, and  
26 continuing thereafter, Plaintiff experienced recurrences of the above-described injuries.  
27 Plaintiff experienced mental anguish and emotional distress that Plaintiff had been the  
28 victim of Defendants' fraude.



1           146. In subjecting Plaintiff to the wrongful treatment herein described, Defendants  
2 TYNDALL, USC, and DOES 1 through 50 acted willfully and maliciously with the intent  
3 to harm Plaintiff, and in conscious disregard of Plaintiff's rights, so as to constitute malice  
4 and/or oppression under *Civil Code* §3294. Plaintiff is informed, and on that basis alleges,  
5 that these willful, malicious, and/or oppressive acts, as alleged herein above, were ratified  
6 by the officers, directors, and/or managing agents of the Defendants. Plaintiff is therefore  
7 entitled to recover punitive damages, in an amount to be determined by the Court, against  
8 Defendants TYNDALL, USC, and DOES 1 through 50.

9  
10                                   **ELEVENTH CAUSE OF ACTION**

11                                   **Negligence**

12                                   **(Against Defendants USC and DOES 1 through 50)**

13           147. Plaintiff re-alleges and incorporates by reference herein each and every  
14 allegation contained hereinabove as though fully set forth and brought in this cause of  
15 action.

16           148. Prior to and after the first incident of TYNDALL's sexual harassment,  
17 molestation and abuse of Plaintiff, through the present, Defendants knew and/or should  
18 have known that TYNDALL had and was capable of sexually, physically, and mentally  
19 abusing and harassing Plaintiff or other victims.

20           149. Defendants and each of them had special duties to protect Plaintiff and the  
21 young patients, when such individuals were entrusted to Defendants' care. Plaintiff's care,  
22 welfare, and physical custody was entrusted to Defendants. Defendants voluntarily  
23 accepted the entrusted care of Plaintiff. As such, Defendants owed Plaintiff, a young  
24 student-patient, a special duty of care that adults and medical professionals dealing with  
25 vulnerable medical patients and young students, owe to protect them from harm. The duty  
26 to protect and warn arose from the special, trust, confidential, and fiduciary relationship  
27 between Defendants and Plaintiff.

28       ///

1           150. Defendants breached their duties of care to the Plaintiff by allowing  
2 TYNDALL to come into contact with the Plaintiff and other student-patients without  
3 effective supervision; by failing to adequately hire, supervise, and retain TYNDALL whom  
4 they permitted and enabled to have access to Plaintiff; by concealing from Plaintiff, the  
5 public, and law enforcement that TYNDALL was sexually harassing, molesting, and  
6 abusing patients; and by holding TYNDALL out to Plaintiff as being of high moral and  
7 ethical repute, in good standing and trustworthy.

8           151. Defendants breached their duty to Plaintiff by failing to adequately monitor  
9 and supervise TYNDALL and failing to prevent TYNDALL from committing wrongful  
10 sexual acts with medical patients, including Plaintiff. Defendants' voluminous past records  
11 of sexual misconduct by TYNDALL caused Defendants to know, or gave them information  
12 where they should have known, of TYNDALL's incapacity to serve as a physician and  
13 faculty member at Defendants' institutions, providing for the physical care of young  
14 females.

15           152. As a result of the above-described conduct, Plaintiff suffered great mental  
16 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
17 from performing daily activities and obtaining the full enjoyment of life.

18  
19                           **TWELFTH CAUSE OF ACTION**

20                                   **Negligent Supervision**

21   **(Against Defendants USC and DOES 1 through 50)**

22           153. Plaintiff re-alleges and incorporates by reference herein each and every  
23 allegation contained hereinabove as though fully set forth and brought in this cause of  
24 action.

25           154. By virtue of Plaintiff's special relationships with Defendants, and  
26 Defendants' relation to TYNDALL, Defendants owed Plaintiff a duty to provide reasonable  
27 supervision of TYNDALL, to use reasonable care in investigating TYNDALL's  
28 background, and to provide adequate warning to Plaintiff and other patients of TYNDALL's

1 dangerous propensities and unfitness. As organizations and individuals responsible for, and  
2 encrusted with, the welfare of patients, Defendants USC and DOES 1 through 50 had a duty  
3 to protect, supervise, and monitor Plaintiff from being preyed upon by sexual predators, and  
4 to supervise and monitor TYNDALL such that he would not be placed in seclusion with  
5 vulnerable medical patients, including the Plaintiff.

6 155. As representative of Defendants USC and DOES 1 through 50, where many  
7 of the patients thereof are vulnerable young women entrusted to these Defendants, these  
8 Defendants' agents expressly and implicitly represented that physicians, faculty, and staff,  
9 including TYNDALL, were not a sexual threat to those individuals and others who would  
10 fall under TYNDALL's influence, control, direction, and care.

11 156. Defendants, by and through their respective agents, servants, and employees,  
12 knew or should have known of TYNDALL's dangerous and exploitive propensities and that  
13 TYNDALL was an unfit agent. Despite such knowledge, Defendants negligently failed to  
14 supervise TYNDALL in his position of trust and authority as a physician, faculty member,  
15 and authority figure over patients and young women, where he was able to commit wrongful  
16 acts of sexual misconduct against Plaintiff. Defendants failed to provide reasonable  
17 supervision of TYNDALL, failed to use reasonable care in investigating TYNDALL, and  
18 failed to provide adequate warning to Plaintiff of TYNDALL's dangerous propensities and  
19 unfitness. Defendants further failed to take reasonable steps to ensure the safety of patients,  
20 including Plaintiff, from sexual harassment, molestation, and abuse.

21 157. At no time during the periods of time alleged did Defendants have in place a  
22 reasonable system or procedure to investigate, supervise, and monitor the physician, faculty  
23 member of staff, including TYNDALL, to prevent pre-sexual grooming and sexual  
24 harassment, molestation, and abuse of those individuals, nor did they implement a system  
25 or procedure to oversee or monitor conduct toward patients and others in Defendants' care.

26 158. Defendants were aware or should have been aware of how vulnerable medical  
27 patients were to sexual harassment, molestation, and abuse by physicians, doctors, faculty  
28 members, and other persons of authority within Defendants' entities.

1           159. Defendants were put on notice, knew, and/or should have known that  
2 TYNDALL had previously engaged and was continuing to engage in unlawful sexual  
3 conduct with minors and patients, and had committed other felonies, for his own personal  
4 sexual gratification, and that it was foreseeable that he was engaging, or would engage in  
5 illicit sexual activities with Plaintiff, and others, under the cloak of the authority,  
6 confidence, and trust bestowed upon him through Defendants.

7           160. Defendants were placed on actual or constructive notice that TYNDALL had  
8 molested other student-patients during his employment with Defendants. Defendants were  
9 informed of molestations of patients committed by TYNDALL prior to Plaintiff's sexual  
10 abuse, and of conduct by TYNDALL that would put a reasonable person on notice of such  
11 propensity to molest and abuse young, female students.

12           161. Even though Defendants knew or should have known of these illicit sexual  
13 activities by TYNDALL, Defendants did not reasonably investigate, supervise, or monitor  
14 TYNDALL to ensure the safety of the patients.

15           162. Defendants' conduct was a breach of their duties to Plaintiff.

16           163. Defendants, and each of them, breached their duty to Plaintiff by, *inter alia*,  
17 by failing to adequately monitor and supervise TYNDALL and stop TYNDALL from  
18 committing wrongful sexual acts with student-patients, including Plaintiff.

19           164. As a result of the above-described conduct, Plaintiff suffered great mental  
20 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
21 from performing daily activities and obtaining the full enjoyment of life.

22  
23           **NEGLIGENCE PER SE—CONDUCT IN VIOLATION OF MANDATED**  
24           **REPORTING LAWS**

25           165. Under applicable law, Defendants, by and through their employees and  
26 agents, were medical care providers and were under a statutory duty to report known or  
27 suspected incidents of sexual molestation or abuse of student-patients or any individuals in  
28 their care to the appropriate authorities, and not to impede the filing of any such report.

1           166. Defendants knew or should have known that their gynecological physician,  
2 TYNDALL, and other staff of Defendants, had sexually molested, abused, or caused  
3 touching, battery, harm, and/or other injuries to young female students including Plaintiff,  
4 giving rise to a duty to report such conduct.

5           167. Defendants knew, or should have known, in the exercise of reasonable  
6 diligence, that an undue risk to patients, including Plaintiff, existed because Defendants did  
7 not comply with mandatory reporting requirements.

8           168. By failing to report the continuing molestations and abuse by TYNDALL,  
9 which Defendants knew or should have known about, and by ignoring the fulfillment of the  
10 mandated compliance with the reporting requirements, Defendants created the risk and  
11 danger contemplated by the applicable mandated reporting laws, and, as a result,  
12 unreasonably and wrongfully exposed Plaintiff and other patients to sexual molestation and  
13 abuse.

14           169. Plaintiff was a member of the class of persons for whose protection applicable  
15 mandated reporting laws were specifically adopted to protect.

16           170. Had Defendants adequately reported the molestation of Plaintiff and other  
17 patients, as required by applicable mandated reporting laws, further harm to Plaintiff and  
18 other individuals would have been avoided.

19           171. As a proximate result of Defendants' failure to follow the mandatory  
20 reporting requirements, Defendants wrongfully denied Plaintiff and other minors the  
21 intervention of law enforcement and the appropriate authorities. Such public agencies  
22 would have changed the then-existing arrangements and conditions that provided the access  
23 and opportunities for the molestation of Plaintiff by TYNDALL.

24           172. The physical, mental, and emotional damages and injuries resulting from the  
25 sexual molestation of Plaintiff by TYNDALL were the type of occurrence and injuries that  
26 the applicable mandated reporting laws were designed to prevent.

27           173. As a result, Defendants' failure to comply with the mandatory reporting  
28 requirements constituted a per se breach of Defendants' duties to Plaintiff.

1 174. Defendants, and each of them, breached their duty to Plaintiff by, *inter alia*,  
2 failing to adequately monitor and supervise TYNDALL and stop TYNDALL from  
3 committing wrongful sexual acts with patients, including Plaintiff.

4 175. As a result of the above-described conduct, Plaintiff suffered great mental  
5 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
6 from performing daily activities and obtaining the full enjoyment of life.

7  
8 **THIRTEENTH CAUSE OF ACTION**

9 **Negligent Hiring/Retention**

10 **(Against Defendants USC and DOES 1 through 50)**

11 176. Plaintiff re-alleges and incorporates by reference herein each and every  
12 allegation contained hereinabove as though fully set forth and brought in this cause of  
13 action.

14 177. By virtue of Plaintiff's special relationship with Defendants, and Defendants'  
15 relation to TYNDALL, Defendants owed Plaintiff a duty to not hire or retain, given his  
16 dangerous and exploitive propensities, which Defendants knew or should have known about  
17 had they engaged in a reasonable, meaningful, and adequate investigation of his background  
18 prior to his hiring or retaining him in subsequent positions of employment.

19 178. Defendants expressly and implicitly represented that the staff, physicians, and  
20 faculty members, including TYNDALL, were not a sexual threat to student-patients and  
21 others who would fall under TYNDALL's influence, control, direction, and guidance.

22 179. At no time during the periods of time alleged did Defendants have in place a  
23 reasonable system or procedure to investigate, supervise, and monitor its Medical Center or  
24 Student Health Center physicians and healthcare professionals, including TYNDALL, to  
25 prevent pre-sexual grooming or sexual harassment, molestation, and abuse of student-  
26 patients, nor did they implement a system or procedure to oversee or monitor conduct  
27 toward student-patients and/or others in Defendants' care.  
28

1 180. Defendants were aware or should have been aware and understand how  
2 vulnerable young female students were to sexual harassment, molestation, and abuse by  
3 faculty members, physicians, and other persons of authority within the control of  
4 Defendants prior to Plaintiff's sexual abuse by TYNDALL.

5 181. Defendants were put on notice, and should have known that TYNDALL had  
6 previously engaged and continued to engage in unlawful sexual conduct with student-  
7 patients, and was committing other felonies, for his own personal gratification, and that it  
8 was, or should have know it would have been foreseeable, that he was engaging, or would  
9 engage, in illicit sexual activities with Plaintiff, and others, under the cloak of his authority,  
10 confidence, and trust, bestowed upon her through Defendants.

11 182. Defendants were placed on actual or constructive notice that TYNDALL had  
12 molested or was molesting patients, both before his employment with Defendants, and  
13 during that employment. Defendants had knowledge of inappropriate conduct and  
14 molestations committed by TYNDALL before and during his employment, yet chose to  
15 allow him to remain unsupervised where he sexually abused Plaintiff.

16 183. Even though Defendants knew or should have known of these sexually illicit  
17 activities by TYNDALL, Defendants failed to use reasonable care in investigating  
18 TYNDALL and did nothing to reasonably investigate, supervise, or monitor TYNDALL to  
19 ensure the safety of the patients.

20 184. Defendants' conduct was a breach of their duties to Plaintiff.

21 185. As a result of the above-described conduct, Plaintiff suffered great mental  
22 pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented  
23 from performing daily activities and obtaining the full enjoyment of life.

24 ///

25 ///

26 ///

27 ///

28 ///

**FOURTEENTH CAUSE OF ACTION**

**Negligent Failure to Warn, Train, or Educate**

**(Against Defendants USC and DOES 1 through 50)**

186. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained hereinabove as though fully set forth and brought in this cause of action.

187. Defendants owed Plaintiff a duty to take reasonable protective measures to protect Plaintiff and other student-patients from the risk of sexual harassment, molestation, and abuse by TYNDALL by properly warning, training, or educating Plaintiff and others about how to avoid such a risk.

188. Defendants breached their duty to take reasonable protective measures to protect Plaintiff and other patients from the risk of sexual harassment, molestation, and abuse by TYNDALL, such as the failure to properly warn, train, or educate Plaintiff and other patients about how to avoid such a particular risk that TYNDALL posed—of sexual misconduct.

189. Defendants breached their duty to take reasonable protective measures to protect Plaintiff and other patients from the risk of sexual harassment, molestation, and abuse by TYNDALL, by failing to supervise and stop employees of Defendants, including TYNDALL, from committing wrongful sexual acts with student-patients, including Plaintiff.

190. As a result of the above-described conduct, Plaintiff suffered great mental pain, suffering, upset, worry, humiliation, embarrassment, and shock and was prevented from performing daily activities and obtaining the full enjoyment of life.

///

///

///

///

///



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


3                           **FOR ALL CAUSES OF ACTION**

- 4           1.     For past, present, and future non-economic damages, in an amount to be  
5 determined at trial;
- 6           2.     For past, present, and future special damages, in an amount to be determined  
7 at trial;
- 8           3.     Any appropriate statutory damages;
- 9           4.     For costs of suit;
- 10          5.     Punitive damages, according to proof;
- 11          6.     Interest based on damages, as well as pre-judgment and post-judgment  
12 interest as allowed by law;
- 13          7.     For attorneys' fees pursuant to *Code of Civil Procedure* §§1021.5, *et seq.*, 51,  
14 *et seq.*, 52, *et seq.*, 42 U.S.C. §1988, or as otherwise allowable by law;
- 15          8.     For declaratory and injunctive relief, including, but not limited to, Court  
16 supervision of Defendant USC; and
- 17          9.     For such other and further relief as the Court may deem proper.

18  
19 DATED: September 27, 2018

ROSEN ♦ SABA, LLP

20  
21 By:

  
22 RYAN D. SABA, Esq.  
23 KRYSTLE D. MEYER, Esq.  
24 Attorneys for Plaintiff,  
25 JANE DOE 1  
26  
27  
28

9102/10/01

ROSEN ♦ SABA, LLP

9350 Wilshire Boulevard, Suite 250, Beverly Hills, CA 90212



**DEMAND FOR JURY TRIAL**

Plaintiff JANE DOE 1 hereby demands a trial by jury.

DATED: September 27, 2018

**ROSEN ♦ SABA, LLP**

By:

RYAN D. SABA, Esq.  
KRYSTLE D. MEYER, Esq.  
Attorneys for Plaintiff,  
JANE DOE 1

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Ryan D. Saba, Esq. (SBN 192370); Krystle D. Meyer, Esq. (SBN 270995)  
 ROSEN SABA LLP  
 9350 Wilshire Boulevard, Suite 250  
 Beverly Hills, California 90212  
 TELEPHONE NO.: (310) 285-1727 FAX NO.: (310) 285-1728  
 ATTORNEY FOR (Name): Plaintiff JANE DOE 1

**FILED**  
 Superior Court of California  
 County of Los Angeles

SEP 27 2018

Sherri R. Carter, Esq., County Clerk of Court  
 By Brittany Smith Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: (same)

CITY AND ZIP CODE: Los Angeles 90012

BRANCH NAME: STANLEY MOSK

CASE NAME:

JANE DOE 1 v. DR. GEORGE TYNDALL, et al.

CASE NUMBER **BC 722780**

## CIVIL CASE COVER SHEET

☒ **Unlimited** ☐ **Limited**  
 (Amount (Amount  
 demanded demanded is  
 exceeds \$25,000) \$25,000 or less)

## Complex Case Designation

☐ **Counter** ☐ **Joinder**  
 Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 3.402)

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

## Auto Tort

☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☒ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

☐ Wrongful termination (36)  
☐ Other employment (15)

## Contract

☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses  
 b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 14

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 27, 2018

RYAN D. SABA, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

ORIGINAL

10/01/2018

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

ORIGINAL

SHORT TITLE: JANE DOE 1 v. DR. GEORGE TYNDALL, et al.

CASE NUMBER BC 722780

CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

Auto  
Tort

Other Personal Injury/Property  
Damage/Wrongful Death Tort

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

910Z10101

SHORT TITLE: JANE DOE 1 v. DR. GEORGE TYNDALL, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Non-Personal Injury/Property Damage/ Wrongful Death Tort</b>	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
<b>Employment</b>	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
<b>Contract</b>	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
<b>Real Property</b>	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
<b>Unlawful Detainer</b>	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

10/01/2018

SHORT TITLE:

JANE DOE 1 v. DR. GEORGE TYNDALL, et al.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

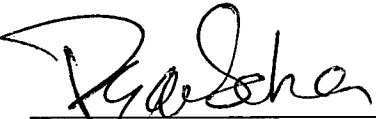
SHORT TITLE: JANE DOE 1 v. DR. GEORGE TYNDALL, et al.	CASE NUMBER
---	-------------

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input checked="" type="checkbox"/> 11.			<b>ADDRESS:</b> 3500 South Figueroa Street
<b>CITY:</b> Los Angeles	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90089	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: September 27, 2018

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

10/01/2018