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

JUL 27 2015

By Paul So, Deputy  
Executive Officer/Clerk

Attorneys for Plaintiffs

073 Rafael Ongkelo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES - CENTRAL DISTRICT

11 STEMEXPRESS, LLC, and  
12 CATHERINE DYER,

13 Plaintiffs,

14 v.

15 THE CENTER FOR MEDICAL  
16 PROGRESS, BIOMAX  
17 PROCUREMENT SERVICES, LLC,  
18 DAVID DALEIDEN (aka "ROBERT  
19 SARKIS"), DOE 1 (aka "SUSAN  
20 TENNENBAUM"), and DOES 2 through  
21 100, inclusive,

Defendants.

CASE NO. **BC 5 8 9 1 4 5**

**COMPLAINT FOR:**

1. INVASION OF PRIVACY (PEN. CODE § 632)
2. RECEIPT OF STOLEN PROPERTY (PEN. CODE § 496)
3. CONVERSION
4. FRAUDULENT INDUCEMENT OF CONTRACT
5. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
6. BREACH OF CONTRACT
7. UNFAIR COMPETITION (BUS. & PROF. CODE § 17200)
8. DECLARATORY RELIEF

**DEMAND FOR JURY TRIAL**

McDERMOTT WILL & EMERY LLP  
ATTORNEYS AT LAW  
LOS ANGELES

07/27/2015

DM\_US 62766386-1.097549.0011

COMPLAINT

CIT/CASE #: BC589145  
 LEA/DEF#:   
 RECEIPT #: CCH539179002  
 DATE PAID: 07/27/15 09:03 AM  
 PAYMENT: \$435.00 310  
 RECEIVED:  
 CHECK: \$435.00  
 CASH: \$0.00  
 CHANGE: \$0.00  
 CARD: \$0.00

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Plaintiffs StemExpress, LLC and Catherine Dyer hereby complain against defendants The Center for Medical Progress (“CMP”), BioMax Procurement Services, LLC (“BioMax”), David Daleiden, Doe 1 (aka “Susan Tennenbaum”), and Does 2 through 100 (collectively, “Defendants”), as follows:

**NATURE OF THE ACTION**

1. StemExpress, LLC supplies human blood, tissue products, primary cells and other clinical specimens to biomedical researchers around the world to fuel regenerative medicine and research. Defendants are anti-abortion activists. In furtherance of their cause, Defendants have engaged in a public campaign against Planned Parenthood. In the course of this campaign, Defendants have committed numerous illegal acts against StemExpress and its employees, including plaintiff Catherine Dyer. Indeed, Defendants’ conduct is already the subject of investigations by both the United States Department of Justice and the California Department of Justice, Office of the Attorney General.

2. Defendants have, among other things, (1) set up a dummy medical tissue procurement company (defendant BioMax Procurement Services, LLC) and approached StemExpress under the ruse of doing a business deal, (2) illegally videotaped and recorded StemExpress’s officers (plaintiff Catherine Dyer and two other StemExpress employees) during a private business meeting, and (3) received and published StemExpress documents containing confidential and sensitive business information. Defendants’ conduct violates California Penal Code § 632, which prohibits the secret recording of confidential conversations without the consent of all parties involved. It also violates Penal Code § 496, which prohibits the receipt of stolen property.

3. In addition to the dissemination of StemExpress documents, Defendants released two videos of Planned Parenthood doctors who were also secretly recorded. The videos are purposely edited in a way to paint the doctors in a negative and factually-misleading light. The videos and release of documents have received significant coverage from news and social media. As a result of the coverage, Dyer has been harassed and even received death threats. StemExpress’s business has already been impacted because of the false and misleading assertions

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1 made concerning its business relationship with the Planned Parenthood physicians contained in  
2 the videos. CMP has stated its intention to release more “undercover” video footage. Plaintiffs  
3 believe that CMP is at least in part referring to video illegally taken of the Defendants. Based on  
4 CMP’s prior videos, Plaintiffs believe that CMP will manipulate the illegal video footage into a  
5 false and misleadingly-edited video designed to further harm StemExpress’s business and subject  
6 StemExpress’s employees to additional harassment. Plaintiffs are entitled to have their property  
7 returned, to have Plaintiffs’ dissemination of illegally-obtained recordings enjoined so that they  
8 do not inflict further harm on Plaintiffs, and to recover damages caused by Defendants’ violations  
9 of the law.

10 **THE PARTIES**

11 4. Plaintiff StemExpress, LLC (“StemExpress”) is a California company based in  
12 Placerville, California.

13 5. Plaintiff Catherine Dyer is the Chief Executive Officer of StemExpress and an  
14 individual residing in California.

15 6. Defendant The Center for Medical Progress (“CMP”) is a California company  
16 purportedly based in Irvine, California.

17 7. Defendant BioMax Procurement Services, LLC (“BioMax”) is an entity registered  
18 in California with its principal place of business listed in Norwalk, California or Long Beach,  
19 California.

20 8. On information and belief, defendant David Daleiden is an individual residing in  
21 California. On information and belief, Daleiden also uses the alias “Robert (or Bob) Daoud  
22 Sarkis.” Daleiden is affiliated with defendants CMP and BioMax, as either an owner, employee,  
23 or agent.

24 9. On information and belief, defendant Doe 1 is an individual residing in California  
25 using the alias “Susan Tennenbaum.” Doe 1 is affiliated with defendants CMP and BioMax, as  
26 either an owner, employee, or agent.

27 10. The names and capacities of Defendants named herein as Does 2 through 100 are  
28 unknown or not yet confirmed. Plaintiffs are informed and believe and thereon allege that each of

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1 the fictitiously-named defendants is responsible in some manner for the occurrences herein  
2 alleged, and that Plaintiffs' damages as herein alleged were proximately caused by their conduct.  
3 Plaintiffs will ask leave to amend this Complaint to show the true names and capacities of each  
4 Doe Defendant at such time as the same has been ascertained. Plaintiffs allege on information  
5 and belief that Defendants, and each of them, were agents of each other, and that each defendant  
6 gave consent to, ratified, and/or authorized the conduct of each other defendant.

7 **JURISDICTION AND VENUE**

8 11. The Court possesses personal jurisdiction over the defendants in this case because  
9 each defendant is a resident of California.

10 12. Venue is proper in this Court because the principal place of business of BioMax is  
11 located in Los Angeles County, and as result certain of the conduct giving rise to the claims took  
12 place in Los Angeles County.

13 **FACTUAL ALLEGATIONS**

14 **StemExpress**

15 13. StemExpress is a small life sciences company based in Placerville, California that  
16 specializes in the procurement and distribution of human blood, tissue products, primary cells,  
17 and other clinical specimens to biomedical researchers around the world for the purpose of  
18 conducting medical research. StemExpress's clients include almost every major medical research  
19 institution in the country, as well as many major pharmaceutical companies.

20 14. StemExpress's products and services support leading research institutions in the  
21 United States and internationally, including medical schools, pharmaceutical companies, and  
22 federal agencies, to provide stem cells and other human tissue critical to medical research. Cells  
23 produced by the physicians, scientists, medical technicians, and nurses at StemExpress are  
24 currently used in research globally aimed at finding cures and treatments for cancer, diabetes,  
25 HIV/AIDS, cardiac disease, and other significant medical conditions.

26 15. StemExpress offers the largest variety of raw material in the industry, as well as  
27 fresh (non-frozen) and cryopreserved human primary cells. Its human tissue products range from  
28 fetal to adult and healthy to diseased, and StemExpress also collects bone marrow, and performs

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1 leukapheresis for cell isolation.

2 16. In its state-of-the-art laboratory, StemExpress isolates and cultures primary human  
3 somatic, progenitor, and stem cells. Using the most up-to-date technology, StemExpress delivers  
4 cell isolates with the purity, viability, and quality investigators need to perform their research.

5 17. In 2010, StemExpress initially had three procurement sites located in Northern  
6 California. Within its first year of operation, the company moved into a 1,500 square foot facility  
7 and opened a laboratory. In 2014, StemExpress was named one of the fastest-growing companies  
8 in the United States by Inc. 500. StemExpress currently has relationships with more than 30  
9 procurement sites across the country and delivers product to hundreds of researchers worldwide.  
10 It also has an on-site donation center for the collection of blood, bone marrow, and conducting  
11 leukapheresis. StemExpress employs 35 people.

12 18. Approximately 10% of StemExpress's procurement is from fetal tissue.  
13 Approximately 90% of the fetal tissue collected by StemExpress is shipped to its laboratory to be  
14 processed down to specific cells.

15 19. Medical researchers engage StemExpress to procure specific types of fetal  
16 specimens (or cells derived therefrom), and StemExpress procures those specimens from medical  
17 facilities that perform the procedures, such as Planned Parenthood. StemExpress only actively  
18 works with 2 affiliates of the total 59 affiliates that make up Planned Parenthood.

19 20. StemExpress requires that an informed consent be discussed and signed by each  
20 donor for any donation of tissue of all types, including human fetal tissue or blood.

21 21. Protecting the privacy of its researchers and suppliers is always the highest priority  
22 at StemExpress. StemExpress is routinely asked to sign non-disclosure agreements,  
23 confidentiality agreements, and Material Transfer Agreements ("MTA") with strict provisions  
24 protecting the privacy of its client-researchers, their proprietary information, and above all, the  
25 donors' information.

26 22. Biomedical research is intensely competitive and based largely on proprietary  
27 intellectual property. The research and development projects undertaken by StemExpress's  
28 client-researchers span many years and typically require millions of dollars of investment.

1 Maintaining the researchers' confidential information is a central component of any MTA or  
2 similar supply contract that StemExpress executes. The consequences of unauthorized disclosure  
3 of confidential information may significantly damage the competitive position of the researcher,  
4 lost market opportunity, loss of intellectual property rights, all of which will greatly harm the  
5 reputation of StemExpress.

6 23. As part of its commitment to the privacy and confidentiality of its donors and  
7 clients, StemExpress also requires that each of its employees and independent contractors sign  
8 agreements that require them to maintain the confidentiality of a broad range of information and  
9 prohibit them from disclosing such information publicly. Those agreements require employees  
10 and independent contractors to maintain confidentiality after termination and to return  
11 StemExpress documents and materials upon leaving the company.

12 24. StemExpress also requires its employees and independent contractors to sign its  
13 policies related to its "Code of Conduct" and "Clinic Procedures and Policies," which also stress  
14 the critical importance of maintaining the confidentiality of information.

15 **The Center For Medical Progress**

16 25. CMP is anti-abortion group founded by defendant David Daleiden. Although  
17 CMP has a registered agent for service of process in California, the corporate address listed on the  
18 Secretary of State's website appears to be a shopping mall in Irvine, California.

19 26. CMP's ostensible objective (titled the "Human Capital Project") is to expose "how  
20 Planned Parenthood sells the body parts of aborted babies." CMP implores the public and  
21 Congress to take action in response to the alleged "black market in aborted baby parts."

22 27. CMP's website went live on July 6, 2015.

23 28. On July 14 at 8:00 a.m. ET, CMP released a heavily-edited video from  
24 "undercover footage" of Daleiden posing as a representative for a fake biomedical company and  
25 questioning a doctor for Planned Parenthood about the sale of fetal tissue. Daleiden is identified  
26 as the "contact" for the release. The video is edited to present a misleading story on multiple  
27 fronts. For example, the nearly 9-minute video inaccurately suggests that the Planned Parenthood  
28 clinics where the doctor works sells fetal tissue specimens to StemExpress when the truth is that

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1 StemExpress has never had a relationship with that doctor or those clinics. Nor does  
2 StemExpress violate the law, in any way, as the video suggests.

3 29. CMP's claims that the July 14 video is the product of a "thousands of research  
4 hours to painstakingly gather *hundreds of hours of undercover footage*, dozens of eye-witness  
5 testimonies, and nearly two *hundred pages of primary source documents*." (emphasis added).  
6 CMP promises that "[t]his information will continue to be made available the public [on its  
7 website]." (emphasis added).

8 30. True to its word, on July 14, CMP published documents on its website that were  
9 illegally obtained from StemExpress. Although certain of the StemExpress documents posted by  
10 CMP contain non-confidential information, such as StemExpress's brochure, several of the  
11 documents contain highly confidential and sensitive information, such as the names and addresses  
12 of the researchers to whom StemExpress supplies specimens.

13 31. The information contained on these documents suggests that they were given to  
14 CMP by Holly O'Donnell, a former employee of StemExpress. This inference is reinforced by  
15 certain public posts that O'Donnell made on her Facebook page on July 15 linking to CMP's  
16 website, the July 14 video, and Daleiden's July 15 interview with Bill O'Reilly.

17 32. On July 21 at 8:00 a.m. ET, *which is exactly one week after the July 14 video*  
18 *release*, CMP released another heavily-edited video of "undercover footage" of Daleiden posing  
19 as a representative for a fake biomedical company and questioning another Planned Parenthood  
20 doctor.

21 33. As with the July 14 video, the July 21 video attacks Planned Parenthood and  
22 accuses it of profiteering on the sale of human fetal tissue as well as changing medical techniques  
23 in response specimen orders.

24 34. On or around July 22, both the United States Department of Justice and the  
25 California Department of Justice announced the initiation of criminal investigations of CMP into  
26 the Planned Parenthood videos.

27 35. On July 22, CMP released a statement suggesting that it would continue with its  
28 plan to release additional information despite the criminal probes related to its conduct and that

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1 “Planned Parenthood trying to use the power of their political cronies to shut down free speech, to  
2 silence the freedom of the press, to persecute David Daleiden.”

3 **Defendants’ Illegal Video Recording**

4 36. On April 19-21, 2015, Megan Barr, the Procurement Manager of StemExpress,  
5 attended a women’s health conference in Baltimore, Maryland.

6 37. Following the conference, Barr was approached by two people who claimed that  
7 their names were “Robert (‘Bob’) Daoud Sarkis” and “Susan Tennenbaum.” They claimed to  
8 work for a company called “BioMax Procurement Services, LLC,” which they claimed was a  
9 company that also procured and distributed human fetal tissue. “Sarkis” and “Tennenbaum”  
10 repeatedly came to the StemExpress’s booth and her numerous questions concerning  
11 StemExpress’s business practices, procurement methodology and pricing information and  
12 expressed an interest in partnering with StemExpress, requested a meeting with Catherine Dyer,  
13 (StemExpress’s chief executive), and provided Barr with their business cards and email addresses  
14 ([bob@biomaxps.com](mailto:bob@biomaxps.com); [susan@biomaxps.com](mailto:susan@biomaxps.com)).

15 38. StemExpress undertook a brief, but routine evaluation of the publicly available  
16 information pertaining to “BioMax” for a potential professional relationship, including its web  
17 site and its paper flyer/brochure. At the time, StemExpress did not detect any information that  
18 provides concern as to the veracity of “BioMax” as a legitimate procurement company. In fact,  
19 the mere presence of “BioMax” at the conference suggested that it was legitimate company  
20 because the conference has strict screening policies for the attendance of industry vendors.

21 39. On May 18, 2015, Barr contacted “Sarkis” to set up a telephone call to explore  
22 potential business opportunities between StemExpress and “BioMax.”

23 40. On May 19, 2015, “Sarkis” responded stating that he would be “in the Bay Area  
24 meeting with investors” during the upcoming weekend and invited Barr and Dyer to be his  
25 “guests for lunch or dinner” in Sacramento on May 22, 2015.

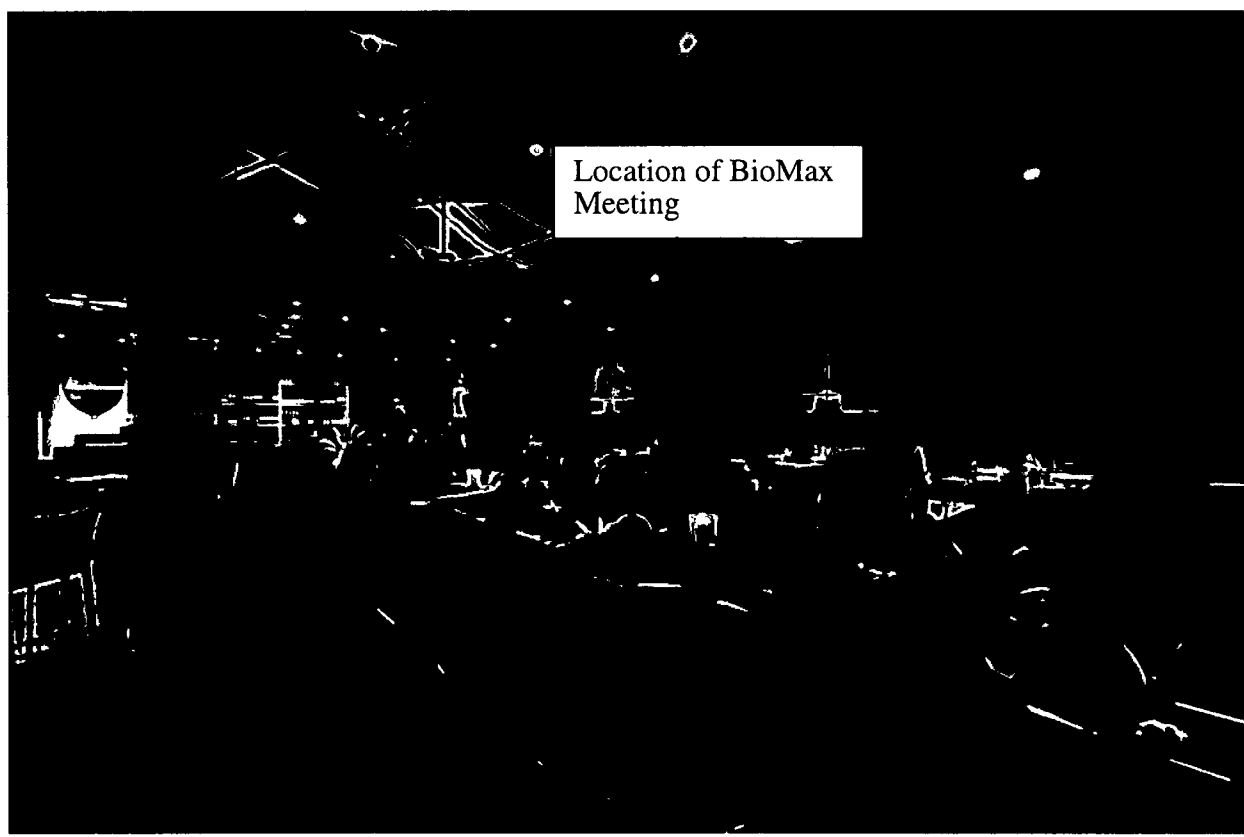
26 41. On May 19, 2015, Barr emailed “Sarkis” accepting his invitation and proposing  
27 that the meeting take place at Bistro 33 in El Dorado Hills, California at 4:30 p.m. Dyer regularly  
28 and intentionally chooses Bistro 33 for meetings because of the private nature of its seating. For



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1 the meeting with "BioMax," Dyer specifically chose the restaurant because at the time they were  
2 scheduled to meet, the restaurant typically has open seating in its large dining room with remote  
3 tables and is typically sparsely attended before the regular evening dinner period. In addition,  
4 because StemExpress intended to assess "BioMax" as a potential business partner, Dyer invited  
5 Kevin Cooksy (the Vice President of Corporate Development and Legal Affairs of StemExpress)  
6 to attend the meeting.

7 42. On May 22, 2015, Dyer, Cooksy, and Barr attended a meeting with "Sarkis" and  
8 "Tennenbaum" at Bistro 33 in El Dorado Hills, California. They arrived at the restaurant together  
9 at around 4:30 p.m. They were seated in a booth in a remote area of the restaurant situated on a  
10 segregated floor that had no other diners. The arrow in the picture below reflects the location of  
11 the meeting. Like the photo, when Dyer, Cooksy, and Barr arrived at 4:30 p.m. there were no  
12 other people in the dining room.



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26 43. Other than the staff, the only other people at the restaurant were located at the bar  
27 at the end of the main dining room and outside on the patio. The other patrons could not overhear  
28 the conversation at the meeting nor were they in a position to record it.

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1           44.     During the meeting, “Sarkis” and “Tennenbaum” asked numerous questions  
2 concerning StemExpress’s fetal tissue procurement business to the exclusion of asking questions  
3 relating to other more frequent procurement types. Their questions include how StemExpress  
4 develops relationships and agreements with fetal tissue clinics, the financial interchange between  
5 the clinics and StemExpress and StemExpress’s revenues, and specific abortion and tissue  
6 collection practices used by physicians. “Tennenbaum” also asked Dyer personal questions  
7 concerning her family and their opinions about StemExpress’s work procuring fetal tissue.

8           45.     Throughout the meeting, whenever any employees of the restaurant would  
9 approach our table, Dyer would put up her hand to stop conversation until they were alone again.  
10 Dyer took every step possible to ensure that the conversation was only audible to the persons  
11 sitting at their table.

12           46.     Approximately an hour into the conversation, additional dinner and bar patrons  
13 began arriving at the far end of the restaurant creating background noise in the dining room that  
14 further masked their private conversation. When “Tennenbaum” began speaking loudly, Dyer  
15 specifically asked her to keep her voice down so that their conversation would not be overhead.

16           47.     Unbeknownst to Dyer, Cooksy, and Barr and without their consent, “Sarkis”  
17 and/or “Tennenbaum” recorded their private conversation, including by video or other means. If  
18 they had known that this was their intention, they never would have agreed to meet with them or  
19 answer their questions.

20           48.     The meeting ended around 6:45 p.m. Around that time, Dyer informed “Sarkis”  
21 and “Tennenbaum” that StemExpress could provide a template supply agreement for their  
22 consideration, but that a comprehensive written confidentiality agreement would have to be  
23 executed by the parties. Dyer also stated that the confidentiality agreement would cover their  
24 May 22 conversation.

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1 **Defendants' Receipt of StemExpress Property**

2 49. Following the meeting, Cooksy prepared a draft supply agreement in which  
3 "BioMax" would supply fetal tissue to StemExpress for the sole purpose of producing cell  
4 isolates. Dyer also asked Barr to reach out to "Sarkis" regarding next steps.

5 50. On May 27, 2015, Barr emailed "Sarkis" thanking him for the dinner, stating that  
6 "there is a potential for us to work together," and requesting that he provide a price quote on  
7 several specimens.

8 51. On June 3, 2015, "Sarkis" emailed Barr a price quote for fetal liver and maternal  
9 blood specimens and insisted that Barr send him "an initial draft [supply agreement] ... before  
10 moving forward."

11 52. On June 12, 2015, Cooksy sent an email to "Sarkis" attaching a draft supply  
12 agreement between StemExpress and "BioMax."

13 53. On June 17, 2015, "Sarkis" responded to Cooksy requesting additional  
14 documentation, namely a sample consent form and sample procurement instructions, both of  
15 which StemExpress considers to be confidential and proprietary.

16 54. On June 18, 2015, Cooksy emailed "Sarkis" agreeing to provide the requested  
17 documentation and attaching a nondisclosure agreement.

18 55. On June 22, 2015, "Sarkis" emailed Cooksy attaching a copy of the nondisclosure  
19 agreement with "Tennenbaum's" signature and reiterating his request for "the other documents."  
20 Attached hereto as **Exhibit A**, and incorporated by reference herein, is a true and correct copy of  
21 the executed Mutual Nondisclosure Agreement between StemExpress and "BioMax."

22 56. On June 25, 2015, Cooksy emailed "Sarkis" StemExpress's confidential  
23 documents and proposed a discussion concerning: "whether the path forward for FL collection is  
24 better served by using a StemExpress IRB or a BioMax IRB. If the former, then we'd have the  
25 usual SOP trainings and audits that come with such an arrangement." For context, "IRB" stands  
26 for Independent Review Board. As the name describes, it is an independent panel that reviews  
27 the procurement from all perspectives: maintaining donor privacy, assessing protocols for safety,  
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1 ethical practices, etc. An IRB is required for any procurement transaction and therefore, not  
2 uncommon.

3 57. Cooksy's June 25, 2015 email to "Sarkis" was the last communication that anyone  
4 at StemExpress had with anyone from "BioMax." "BioMax" went silent at this point because the  
5 next steps would require "BioMax" to disclose pertinent information that would end its ruse.

6 58. On or about July 14, 2015, and thereafter, when CMP released the first video of its  
7 "undercover" footage of Daleiden's meetings with Planned Parenthood doctors, Plaintiffs finally  
8 realized that Daleiden was "Sarkis," that "BioMax" was a fake company, that the May 22 meeting  
9 was secretly recorded, and that both BioMax and CMP were in possession of StemExpress'  
10 confidential business documents.

11 **FIRST CAUSE OF ACTION**

12 **Violation of The Invasion of Privacy Act (Pen. Code § 630 *et seq.*)**

13 **(By Plaintiffs against all Defendants)**

14 59. Plaintiffs incorporate by reference each and every allegation set forth in  
15 paragraphs 1 through 58, as though fully set forth herein.

16 60. California's Invasion of Privacy Act prohibits "intentionally and without the  
17 consent of all parties to a confidential communication, by means of any electronic amplifying or  
18 recording device, eavesdrops upon or records the confidential communication, whether the  
19 communication is carried on among the parties in the presence of one another or by means of a  
20 telegraph, telephone, or other device, except a radio." Pen. Code § 632(a).

21 61. The May 22, 2015 meeting involved a conversation between Dyer, Cooksy, Barr,  
22 Daleiden (posing as "Sarkis"), and Doe 1 (posing as "Tennenbaum") that constitutes a  
23 "confidential communication" under the Act because Dyer, Cooksy, and Barr each had an  
24 objectively reasonable expectation that the conversation was not overheard or recorded.

25 62. Without the knowledge or consent of Dyer, Cooksy, and Barr, Daleiden (posing as  
26 "Sarkis") and Doe 1 (posing as "Tennenbaum") intentionally recorded their communications from  
27 the May 22 meeting by means of an electronic or recording device in violation of the Act.  
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1 disclose StemExpress's confidential information to any third party, to agree that StemExpress is  
2 the exclusive owner of the confidential information, and to return StemExpress's documents.

3 84. BioMax intended that StemExpress would rely upon BioMax's promises  
4 embodied in Paragraphs 3, 5, and 8 of the Nondisclosure Agreement.

5 85. Absent BioMax's promises embodied in Paragraphs 3, 5, and 8 of the  
6 Nondisclosure Agreement, StemExpress would not have signed the contract and therefore  
7 reasonably relied upon BioMax's promises.

8 86. StemExpress's reliance on BioMax's promises embodied in Paragraphs 3, 5, and 8  
9 of the Nondisclosure Agreement was justifiable.

10 87. At the time when BioMax entered into the Nondisclosure Agreement with  
11 StemExpress, BioMax never intended to fulfill the promises described in Paragraphs 3, 5, and 8.

12 88. BioMax has not fulfilled the promises embodied in Paragraphs 3, 5, and 8 of the  
13 Nondisclosure Agreement.

14 89. BioMax's intention to deceive StemExpress is evidenced by the facts that it is a  
15 sham company that was formed for the sole purpose of deceiving legitimate companies, such as  
16 StemExpress, and obtaining their confidential information and documentation.

17 90. As a proximate cause of BioMax's fraudulent inducement, StemExpress has  
18 suffered harm and will continue to suffer harm and therefore is entitled to recover compensatory  
19 damages, in an amount to proven at trial.

20 91. StemExpress is also entitled to rescind the Nondisclosure Agreement.

21 **FIFTH CAUSE OF ACTION**

22 **Intentional Interference with Contractual Relations**

23 **(By StemExpress against all Defendants)**

24 92. Plaintiffs incorporate by reference each and every allegation set forth in  
25 paragraphs 1 through 58, as though fully set forth herein.

26 93. StemExpress entered into a contract relationship with Holly O'Donnell, and other  
27 independent contractors and employees, whereby O'Donnell agreed to maintain, guard, and  
28 protect the confidentiality of StemExpress's confidential information, to not use StemExpress's

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1 confidential information to the benefit of anyone else, to not disclose StemExpress's confidential  
2 information to anyone else unless authorized, and to return of any StemExpress's confidential  
3 information when her engagement ended.

4 94. On information and belief, Defendants knew about and intended to disrupt the  
5 contractual relationship between StemExpress and O'Donnell and to prevent StemExpress from  
6 enjoying the full benefits of that contractual relationship.

7 95. Defendants have disrupted the contractual relationship between StemExpress and  
8 O'Donnell by obtaining and disclosing documents containing the confidential, propriety, and/or  
9 sensitive business information of StemExpress.

10 96. As a proximate cause of Defendants' wrongful conduct, StemExpress has suffered  
11 harm and continue to suffer harm.

12 97. As a result of such wrongful conduct, StemExpress is entitled to recover  
13 compensatory damages, in an amount to be proven at trial.

14 **SIXTH CAUSE OF ACTION**

15 **Breach of Contract**

16 **(By StemExpress against BioMax)**

17 98. Plaintiffs incorporate by reference each and every allegation set forth in  
18 paragraphs 1 through 58, as though fully set forth herein.

19 99. In Paragraphs 3, 5, and 8 of the Nondisclosure Agreement, BioMax was obligated  
20 to not use any of StemExpress's confidential information for any purpose other than pursuing a  
21 business opportunity with StemExpress, to not disclose StemExpress's confidential information  
22 to any third party, to agree that StemExpress is the exclusive owner of the confidential  
23 information, and to return StemExpress's documents.

24 100. Pursuant to and in reliance on the Nondisclosure Agreement, StemExpress  
25 provided BioMax with confidential documents.

26 101. On information and belief, BioMax has breached one or more of its obligations  
27 under Paragraphs 3, 5, and 8 of the Nondisclosure Agreement by using StemExpress's  
28 confidential information for purposes other than pursuing a business opportunity with

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1 StemExpress, by disclosing StemExpress's confidential information to third parties, by not  
2 recognizing that StemExpress is the exclusive owner of the confidential information, and by  
3 failing to return StemExpress's documents.

4 102. StemExpress has performed, or substantially performed, each of its material  
5 obligations under the Nondisclosure Agreement.

6 103. As a proximate cause of BioMax's breaches of the Nondisclosure Agreement,  
7 StemExpress has suffered harm and continues to suffer harm and therefore is entitled to recover  
8 compensatory damages, in an amount to proven at trial.

9 104. StemExpress is also entitled to an injunction requiring BioMax to return any and  
10 all documents that it received from StemExpress, either directly or indirectly.

11 **SEVENTH CAUSE OF ACTION**

12 **Unfair Competition (Bus. & Prof. Code § 17200 *et seq.*)**

13 **(By StemExpress against BioMax)**

14 105. Plaintiffs incorporate by reference each and every allegation set forth in  
15 paragraphs 1 through 58, as though fully set forth herein.

16 106. BioMax's illegal recording of StemExpress's confidential communications on  
17 May 22, its fraudulent representations to StemExpress concerning its intent for the companies to  
18 enter into a business relationship, and its unlawful receipt of documents containing  
19 StemExpress's confidential business information, including from StemExpress's former  
20 employees, constitute an unlawful, fraudulent, and unfair business practices within the meaning  
21 of Business & Profession Code Section 17200.

22 107. BioMax's unfair business practices have caused StemExpress to suffer an injury-  
23 in-fact, and StemExpress has lost money as a result of the unfair competition.

24 108. Under Business & Profession Code Section 17203, StemExpress is entitled to an  
25 injunction prohibiting BioMax from disclosing, publishing, or otherwise disseminating any  
26 illegally-recorded version of the May 22 conversation and returning any documents in its  
27 possession that contain StemExpress's confidential business information.

28

1 **EIGHTH CAUSE OF ACTION**

2 **Declaratory Relief**

3 **(By Plaintiffs against all Defendants)**

4 109. Plaintiffs incorporate by reference each and every allegation set forth in  
5 paragraphs 1 through 58, as though fully set forth herein.

6 110. An actual controversy has arisen and now exists between Plaintiffs and Defendants  
7 concerning: (a) Plaintiffs' rights under the Invasion of Privacy Act concerning the confidentiality  
8 of their communications with Defendants on May 22; (b) Defendants' right to possess or disclose  
9 any of StemExpress's documents, including any documents containing confidential, proprietary,  
10 or sensitive business information.

11 111. A judicial declaration is necessary and appropriate at this time so that Plaintiffs  
12 may affirm their rights against Defendants.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray for judgment and relief against Defendants as follows:

15 **First Cause of Action**

- 16 a. Three times the amount of damages, according to proof at trial;
- 17 b. \$5,000 against each Defendant;
- 18 c. An injunction prohibiting Defendants from disclosing, publishing, or otherwise  
19 disseminating any illegally-recorded version of the May 22 conversation;

20 **Second Cause of Action**

- 21 d. Three times the amount of damages, according to proof at trial;
- 22 e. An injunction prohibiting Defendants from continuing to possess and requiring  
23 Defendants to return the illegally-acquired documents to StemExpress;
- 24 f. Attorneys' fees and costs of suit;

25 **Third Cause of Action**

- 26 g. Compensatory damages, according to proof at trial;
- 27 h. An injunction prohibiting Defendants from continuing to possess, and requiring  
28 Defendants to return to StemExpress, the illegally-acquired documents from

07/27/2015

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StemExpress;

**Fourth Cause of Action**

- i. Rescission of the Nondisclosure Agreement;
- j. Compensatory damages, according to proof at trial;

**Fifth Cause of Action**

- k. Compensatory damages, according to proof at trial;

**Sixth Cause of Action**

- l. Compensatory damages, according to proof at trial;
- m. And injunction requiring BioMax to return any and all documents that it received from StemExpress;

**Seventh Cause of Action**

- n. And injunction prohibiting BioMax from disclosing, publishing, or otherwise disseminating any illegally-recorded version of the May 22 conversation and returning any documents in its possession that contain StemExpress's confidential business information;

**Eighth Cause of Action**

- o. A judicial declaration that: (a) Plaintiffs' communications with Defendants on May 22 are protected under the Invasion of Privacy Act; and (b) Defendants have no right to possess or disclose any of StemExpress's documents, including any documents containing confidential, proprietary, or sensitive business information.

**All Causes of Action**

- p. Pre-judgment and post-judgment interest;
- q. Such other and further relief as the Court deems just and proper.

Dated: July 26, 2015

**MCDERMOTT WILL & EMERY LLP**

By: 

CHARLES E. WEIR  
Attorneys for Plaintiffs

97.27.2015

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("Agreement") effective this 22 day of June 2015 ("Effective Date"), is made by and between **BioMax Procurement Services, LLC**, a California limited liability corporation, with a place of business located at 6444 E. Spring Street, Long Beach, California 90815 ("Company"), and **StemExpress LLC**, a California Limited Liability Company, with a place of business at 778 Pacific Street, Placerville, California 95667 ("StemExpress"). Company and StemExpress shall be referred to herein individually as a "Party" and collectively as the "Parties."

1. **Purpose.** Company and StemExpress wish to discuss possible opportunities between the Parties related to the procurement and supply of certain human products and related potential research activities (hereinafter the "Purpose"). In the course of such discussions, it is anticipated that either Party may disclose or deliver to the other Party certain confidential and/or proprietary materials and/or information. The Parties have entered into this Agreement in order to assure the confidentiality of such confidential and/or proprietary materials and/or information in accordance with the terms of this Agreement.

2. **Definition.** As used in this Agreement, the term "Confidential Information" shall mean all confidential or proprietary materials or information of one Party (the "Disclosing Party") disclosed to the other Party (the "Receiving Party"), either directly or indirectly. Confidential Information includes, without limitation, information regarding technology, products, product candidates, research and development activities, results, compound designs or structures, manufacturing or other processes or methods, know-how, inventions or other intellectual property, information learned through observation during visit(s) to the Disclosing Party's facilities, confidential or proprietary materials or information of third parties who have disclosed or entrusted the same in confidence to the Disclosing Party, the content of licenses, the existence, status or content of licensing or collaboration negotiations, the existence, status or content of other agreements with third parties, information regarding facilities and financial and other business information, and including all documents, presentations, information, reports, materials, evaluations and copies to the extent incorporating any of the foregoing. In addition, any notes or other work product developed by the Receiving Party containing or based upon the Disclosing Party's Confidential Information shall be deemed Confidential Information and is subject to the same obligations of non-disclosure, non-use and return as Confidential Information disclosed to the Receiving Party by the Disclosing Party. Confidential Information shall not, however, include any information which the Receiving Party can establish by competent evidence:

- (a) is publicly known and generally available in the public domain prior to the time of disclosure by the Disclosing Party to the Receiving Party;
- (b) becomes publicly known and generally available after disclosure by the Disclosing Party to the Receiving Party through no wrongful act or default on of the Receiving Party;
- (c) is in the Receiving Party's possession at the time of disclosure other than as a result of a prior confidential disclosure by the Disclosing Party or another party or the Receiving Party's breach of any legal obligation hereunder;
- (d) becomes known to the Receiving Party through disclosure by third party sources having no duty of confidentiality with respect to such Confidential Information, whether to the Disclosing Party or another party, and having the legal right to disclose such Confidential Information; or

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- (e) is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

3. Non-Use and Non-Disclosure of Confidential Information. The Receiving Party agrees not to use any Confidential Information for any purpose other than the Purpose or as otherwise approved in writing by the Disclosing Party. The Receiving Party agrees not to disclose any Confidential information to any third party or to the Receiving Party's employees, except to those employees who have a specific need-to-know in order to advise the Receiving Party for the Purpose and who are bound by obligations of confidentiality and restrictions on use and non-disclosure that cover such Confidential Information and are at least as stringent as those set forth in this Agreement. The Parties shall secure and safeguard Confidential Information and shall maintain reasonable procedures to prevent accidental or other loss of any Confidential Information, using at least the same degree of care for such information as it uses to protect its own proprietary information but in any event no less than reasonable care.

4. Disclosure Required by Law. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by applicable law, including pursuant to a subpoena or other court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure, if possible under the circumstances, and cooperates with the Disclosing Party's efforts to limit the scope of Confidential Information to be provided, or to obtain an order protecting its Confidential Information from public disclosure.

5. Ownership of Confidential Information. The Receiving Party agrees that the Disclosing Party is and shall remain the exclusive owner of all Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license or conveyance of such rights to the Receiving Party is granted or implied under this Agreement.

6. No Obligation. The Disclosing Party may, at any time, cease to make further disclosure of its Confidential Information and the Receiving Party may refuse to accept further disclosure of the Disclosing Party's Confidential Information. Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in such Party's sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT EXCEPT THAT IT HAS THE RIGHT TO DISCLOSE SUCH CONFIDENTIAL INFORMATION.

8. Return of Documents. All documents and other tangible objects containing or representing Confidential Information which have been disclosed or provided by the Disclosing Party to the Receiving Party, and all copies of such Confidential Information, which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed, as requested and directed in writing by the Disclosing Party, and any memoranda, notes, reports and the like generated by the Receiving Party which contain or incorporate or are derived from such Confidential Information shall be destroyed upon the Disclosing Party's written request; provided, however, that the Receiving Party may retain one (1) copy of such Confidential Information solely for purposes of ensuring compliance with this Agreement, law and regulation.

9. No Licenses. Neither the execution and delivery of this Agreement nor the delivery of any Confidential Information hereunder shall be construed as granting by implication, estoppel or otherwise, any right in or license under any present or future invention, trade secret, trademark, copyright, or patent, now or hereafter owned or controlled by either Party.

10. Term. This Agreement shall have a term of one (1) year from the Effective Date. Notwithstanding the termination or expiration of this Agreement, the Receiving Party's obligations of non-disclosure and non-use of Confidential Information shall continue in effect for a period of five (5) years from the date of expiration or termination of this Agreement.

11. Breach. The Receiving Party acknowledges and agrees that the use or disclosure of any Confidential Information, other than as specifically provided for in this Agreement, without the prior express written consent of the Disclosing Party, shall be considered a breach of this Confidentiality Agreement and an unauthorized disclosure of such Confidential Information.

12. Injunctive Relief. The Receiving Party agrees and expressly acknowledges that the disclosure of Confidential Information in contravention of this Agreement may cause immediate, substantial, and irreparable harm to the Disclosing Party, for which monetary damages may not be a sufficient remedy. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement without the need for a bond or to prove harm.

13. No Further Commitment. The disclosure of Confidential Information shall neither result in any obligation on the part of either Party to enter into any future agreement relating to such Confidential Information nor to undertake any other obligation not set forth in a written agreement signed by the Parties. This Agreement provides only for the handling and protecting of Confidential Information and shall not be construed as a teaming, joint venture, or any other such arrangement.

14. No Waiver/Severability. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such a waiver constitute a continuing waiver. If any provision or provisions of this Agreement are determined to be unenforceable, the remaining provisions shall stand. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right of such Party at a later time to enforce such provision or any other provision of this Agreement.

15. Amendment or Modification. This Agreement sets forth the entire agreement between the Parties, and supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of this Agreement. This Agreement may be modified or amended only by mutual written agreement by both Parties. This Agreement may not be assigned to a third party by either Party without the express, prior written approval of the other Party.

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16. Miscellaneous. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns; provided, however, that the Receiving Party may not assign the Agreement, or its rights and obligations hereunder, without the prior written consent of the Disclosing Party. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, USA, without giving effect to its conflict of laws provisions. The parties hereby agree that the exclusive venue for any dispute arising under this Agreement or in connection with any breach thereof shall be in the federal or state courts within California and hereby irrevocably consent to the personal jurisdiction of such courts. This Agreement may be executed in one or more counterparts by the Parties by signature of a person having authority to bind the Party, which may be by facsimile signature, each of which when executed and delivered, by facsimile transmission or by mail delivery, will be an original and all of which will constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date hereof.

**BIOMAX PROCUREMENT SERVICES, LLC**

**STEMEXPRESS LLC**

By: 

By: 

Name:

Susan Tenneybaum

Name: Cate Dyer

Title:

CEO.

Title: Chief Executive Officer

Date:

6-22-15

Date:

6/23/2015

Digitally signed by cate dyer  
uid:AC572468-1978-4115-ASC4-CC6E5AE12955  
DN: cn=cate dyer, o=STEMEXPRESS LLC  
uid:AC572468-1978-4115-ASC4-CC6E5AE12955,  
c=US  
Date: 2015.06.23 09:56:05 -0700

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CONFIDENTIAL

Page 4 of 4

CONFIDENTIAL



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Charles Weir (SB 211091); Gregory Jones (SB 229858), Kate Hammond (SB 293433)  
McDERMOTT WILL & EMERY LLP  
2049 Century Park East, Ste. 3800  
Los Angeles, CA 90067  
TELEPHONE NO.: 310-277-4110 FAX NO.: 310-277-4730  
ATTORNEY FOR (Name): Plaintiffs

FOR COURT USE ONLY

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

JUL 27 2015

Sharon K. Carter, Executive Officer/Clerk  
By Charles Weir, Deputy  
Paul So

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 N. Hill Street  
MAILING ADDRESS: Same  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Central District

CASE NAME: STEMEXPRESS, LLC and CATHERINE DYER  
vs. THE CENTER FOR MEDICAL PROGRESS, et al.

**CIVIL CASE COVER SHEET**  
 **Unlimited** (Amount demanded exceeds \$25,000)  
 **Limited** (Amount demanded is \$25,000 or less)

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

CASE NUMBER:  
**BC 589145**  
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:

<p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p><b>Contract</b></p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> 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): Eight (8)

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: July 26, 2015  
Charles Weir, Esq.

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

(TYPE OR PRINT NAME)

**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.

**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

**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.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5  HOURS/  DAYS

**Item II. Indicate** the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |
|  | 11. Mandatory Filing Location (Hub Case)                   |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<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>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.	
	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.	
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 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.
Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
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.
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)	2., 5., 6, 11 2., 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.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
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)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

	<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., 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	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.		
<b>Miscellaneous Civil Complaints</b>	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	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
<b>Miscellaneous Civil Petitions</b>	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 <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., 4., 8. 2., 9.

SHORT TITLE:

STEMEXPRESS, LLC, et al. vs. THE CENTER FOR MEDICAL PROGRESS, et al.

CASE NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b> <input type="checkbox"/> 1. <input checked="" 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 type="checkbox"/> 11.			<b>ADDRESS:</b> Biomax Procurement Services, LLC 10929 Firestone Blvd, #246		
<b>CITY:</b> Norwalk		<b>STATE:</b> CA	<b>ZIP CODE:</b> 90650		

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse 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, subd.(a).

Dated: July 26, 2015

(SIGNATURE OF ATTORNEY/FILING PARTY)  
Charles Weir, Esq.

**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. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
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.

07/27/2015