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 ROSA NAVARRO

FILED  
 JUN 29 2007

SAN LUIS OBISPO SUPERIOR COURT  
 BY *[Signature]*  
 Lisa Marie Jordan Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SAN LUIS OBISPO

ROSA NAVARRO,

Plaintiff,

vs.

HOOTAN ROOZROKH, M.D., an individual,  
 CALIFORNIA TRANSPLANT DONOR  
 NETWORK, a California corporation,  
 ARTURO MARTINEZ, M.D., an individual,  
 TENET HEALTHCARE CORPORATION, a  
 Nevada corporation,  
 SIERRA VISTA HOSPITAL, INC., a California  
 corporation,  
 THE PERMANENTE MEDICAL GROUP, INC.,  
 a California corporation,  
 and DOES 1-100,

Defendants.

Case No.

CV 070471

COMPLAINT FOR

1. WRONGFUL DEATH (THE INTENTIONAL MURDER OF RUBEN NAVARRO FOR THE PURPOSE OF HARVESTING HIS ORGANS)
2. ASSAULT
3. BATTERY
4. FRAUD
5. CIVIL CONSPIRACY
6. NEGLIGENCE PER SE
7. MEDICAL MALPRACTICE
8. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF ROSA NAVARRO to submit the following complaint based upon information and belief as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff ROSA NAVARRO ("Plaintiff") was an adult individual residing in Ventura County, California, and the mother of RUBEN NAVARRO. She is his only surviving family. RUBEN had no spouse, no children, and passed away intestate. ROSA NAVARRO depended on RUBEN NAVARRO for her emotional sense of well being, as he was her only child, and her only family near her. For purposes of California Code of Civil Procedure § 377.60, ROSA

\$320.00

FAX

1 NAVARRO is RUBEN NAVARRO's successor-in-interest, as well as his surviving intestate heir, and his  
2 parent.

3 2. At all times mentioned herein, Defendant HOOTAN ROOZROKH, M.D.  
4 ("ROOZROKH") was an adult individual and a medical doctor licensed by the State of California to  
5 practice medicine, license number A83949, and a resident of California.

6 3. At all times mentioned herein, Defendant CALIFORNIA TRANSPLANT DONOR  
7 NETWORK ("CTDN") was a corporation organized and operating under the laws of the State of  
8 California as Corporation Number C1199092, with its principal place of business located in Oakland,  
9 California.

10 4. At all times mentioned herein, Defendant TENET HEALTHCARE CORPORATION  
11 ("THC") was a corporation organized and operating under the laws of the State of Nevada, with its  
12 primary place of business in Dallas, Texas, and was operating under the laws of the State of California as  
13 Corporation Number C0761495 as registered with the California Secretary of State. At all times  
14 mentioned herein, TENET HEALTHCARE CORPORATION owned and operated the Sierra Vista  
15 Regional Medical Center located in San Luis Obispo, California.

16 5. At all times mentioned herein, Defendant SIERRA VISTA HOSPITAL, INC. ("SVH")  
17 was a corporation organized and operating under the laws of the State of California as Corporation  
18 Number C0551013, with its principal place of business located in San Luis Obispo, California. SIERRA  
19 VISTA HOSPITAL, INC. is owned and operated by Defendant TENET HEALTHCARE  
20 CORPORATION.

21 6. At all times mentioned herein, Defendant ARTURO MARTINEZ, M.D. ("MARTINEZ")  
22 was an adult individual and a medical doctor licensed by the State of California to practice medicine,  
23 license number G54311, and a resident of California.

24 7. At all times mentioned herein, Defendant THE PERMANENTE MEDICAL GROUP,  
25 INC., ("KAISER") was a corporation organized and operating under the laws of the State of California as  
26 Corporation Number C1015108, with its principal place of business located in Oakland, California. At all  
27 times mentioned herein, Defendant HOOTAN ROOZROKH, M.D. ("ROOZROKH") was an employee  
28

1 of Defendant THE PERMANENTE MEDICAL GROUP, INC., ("KAISER"), and was acting on  
2 KAISER's behalf, within the course and scope of his employment.

3 8. The true names and capacities of defendants DOES 1-100, whether individual, corporate,  
4 associate or otherwise, are unknown to Plaintiff at the time of filing this Complaint and Plaintiff,  
5 therefore, sues said defendants by such fictitious names and will ask leave of court to amend this  
6 Complaint to show their true names or capacities when the same have been ascertained. Plaintiff is  
7 informed and believes, and therefore alleges, that each of the DOE defendants is, in some manner,  
8 responsible for the events and happenings herein set forth and proximately caused injury and damages to  
9 the Plaintiff as herein alleged.

10 9. At all times mentioned herein, each of the Defendants was acting as the employer, partner,  
11 employee, agent, owner, operator and co-conspirator of each of the other Defendants, and each of them  
12 are responsible for the actions, inactions, obligations and liabilities of each of the other Defendants.

13 GENERAL ALLEGATIONS

14 10. Plaintiff incorporates paragraphs 1-9 above as though fully set forth herein.

15 11. RUBEN NAVARRO was the only child of Plaintiff ROSA NAVARRO. RUBEN had no  
16 children of his own, nor did he have any siblings. The only living family member of RUBEN's with  
17 whom he had any relationship was his mother, ROSA NAVARRO. ROSA NAVARRO is RUBEN  
18 NAVARRO's mother. She is his only surviving family. RUBEN had no spouse, no children, and passed  
19 away intestate. ROSA NAVARRO depended on RUBEN NAVARRO for her emotional sense of well  
20 being, as he was her only child, and her only family near her. For purposes of California Code of Civil  
21 Procedure § 377.60, ROSA NAVARRO is RUBEN NAVARRO's successor-in-interest, as well as his  
22 surviving intestate heir, and his parent.

23 12. Around the age of 9 years old, RUBEN was stricken with Adrenal Leukodystrophy. Over  
24 the years, with the support of his mother, RUBEN was able to battle the effects of the disease, and  
25 although confined to a wheelchair and suffering from its symptoms, he graduated high school. RUBEN  
26 lived with his mother until medical issues made it impracticable. As of late January, 2006, RUBEN  
27 NAVARRO was a patient at the Case De Vida health care facility located in San Luis Obispo, California.  
28 RUBEN's mother would take the train from Oxnard to San Luis Obispo to visit her son. Her last regular

1 visit before his death was in early January of 2006. At that last visit, RUBEN's mother knew that he was  
2 fighting off bronchitis, but she did not know he was in danger of being sent to the hospital, nor did she  
3 know or suspect that her next visit to see her son would be her last.

4 13. On approximately January 27, 2006, RUBEN was transferred from Casa De Vida to the  
5 Sierra Vista Regional Medical Center due to a medical issue. At some point after he was transferred to  
6 Sierra Vista Regional Medical Center, he was placed on a respirator and medicated. ROSA NAVARRO  
7 was contacted by Casa De Vida and told that RUBEN was having trouble breathing. ROSA boarded the  
8 train with a friend, and took the trip to see her son.

9 14. When ROSA NAVARRO arrived at the Sierra Vista Regional Medical Center, she saw  
10 that RUBEN was on a respirator. ROSA asked the nurses what was wrong with RUBEN, and questions  
11 about his treatment. One of the nurses told her that she would need to talk to RUBEN's doctor.

12 15. While ROSA NAVARRO was at the hospital, she eventually did get to speak with a man  
13 who identified himself as "RUBEN's doctor." That man was Defendant HOOTAN ROOZROKH, M.D.  
14 ROSA asked DR. ROOZROKH about RUBEN's condition and treatment.

15 16. When Plaintiff ROSA NAVARRO visited her son RUBEN at the hospital, she eventually  
16 met DR. HOOTAN ROOZROKH, M.D. Plaintiff was led to believe that DR. ROOZROKH was  
17 Plaintiff's "treating doctor." **Plaintiff was never informed nor did she ever understand that Dr.**  
18 **Hootan Roozrokh was not Ruben Navarro's treating doctor, but instead, he was a doctor who came**  
19 **to the hospital for the express purpose of harvesting Ruben's organs.** When Plaintiff ROSA  
20 NAVARRO spoke with Defendant DR. HOOTAN ROOZROKH, M.D. at the hospital, DR. HOOTAN  
21 ROOZROKH told the Plaintiff words to the effect of the following:

- 22 i. *"There is nothing that can be done for your son. He is going to die."*  
23 ii. *"The policy of the hospital in situations like this is that after five (5) days, the plug*  
24 *must be pulled. There is no other option or choice."*  
25 iii. *"Do you want to be in the room when we pull the plug?"*

26 17. After Plaintiff was told these things by DR. HOOTAN ROOZROKH, she immediately  
27 began to suffer from severe emotional distress, and panic. Plaintiff did not know what was wrong with her  
28 son, nor was she given any choices or options regarding removal of the respirator. **Plaintiff never gave**

1 her consent for RUBEN NAVARRO to be taken off of the respirator. Based on Dr. Roozrokh's  
2 comments, Plaintiff did not believe she had any choice in the matter, or any other options which would  
3 have resulted in RUBEN staying alive.

4 18. During the time that ROSA had been at the hospital, at least two of her friends had been in  
5 the room with her and RUBEN, and observed RUBEN squeezing a hand with his hand. At one point,  
6 when ROSA was talking to RUBEN, those present observed him trying to talk but unable to do so, and  
7 observed tears falling from his eyes.

8 19. Plaintiff did not want to be in the room when her son RUBEN NAVARRO was taken off  
9 of the respirator. Plaintiff was never informed that RUBEN might be able to continue living without  
10 the aid of the respirator. Believing that her son RUBEN was terminally ill, and that he was going to die  
11 as soon as the respirator was removed, and that there was no option but for the respirator to be removed,  
12 Plaintiff went to RUBEN's room. She was in shock, and terribly upset, when she said goodbye to him.  
13 One of the nurses at the hospital told her that she was going to receive a phone call from an Organ Donor  
14 company, to get her consent to allow Ruben's organs to be harvested.

15 20. Plaintiff ROSA NAVARRO was completely unprepared to say goodbye to her son. She  
16 did not have enough money to stay at the hotel any longer, so she boarded the train to return home. While  
17 she was on the train, Plaintiff received a telephone call from someone claiming to represent a California  
18 organization dedicated to the issue of organ donation and transplants. This person told Plaintiff ROSA  
19 NAVARRO that since her son was terminally ill, that there was no chance for him to live, they were  
20 asking for her permission to donate his organs. Believing what she had been told by Dr. Roozrokh and  
21 this person, and in a state of shock and distress, Plaintiff agreed to donate her son's organs. However, at  
22 no time did Plaintiff ever agree to "pull the plug" as put by Dr. Roozrokh. At no time did Plaintiff ROSA  
23 NAVARRO knowingly, without duress and/or with full informed consent give her permission for Ruben  
24 to be taken off life support, or for Ruben's organs to be donated.

25 21. Plaintiff ROSA NAVARRO never received any of the following things:

26 a) She was never told about other options for RUBEN besides "pulling the plug" after "5  
27 days."  
28

1           b)     She was never told exactly what was wrong with RUBEN, and what options there were for  
2 his treatment.

3           c)     She was never told how long RUBEN could live on the respirator.

4           d)     She was never told how long RUBEN might live if he was taken off the respirator.

5           e)     She was never given a chance to make any choices or decisions for RUBEN after he was  
6 admitted to Sierra Vista Regional Medical Center. To the contrary, she was told that she did not have any  
7 choices.

8           f)     She was led to believe that Defendant HOOTAN ROOZROKH, M.D. was Ruben's  
9 treating doctor, and thus that he had Ruben's best interests in mind. She was never told that Defendant  
10 HOOTAN ROOZROKH, M.D. was actually an organ harvesting Doctor, whose sole purpose and mission  
11 was to find organ donor candidates.

12           g)     She was never told about the California Law that is supposed to prevent doctors like  
13 Defendant HOOTAN ROOZROKH, M.D. from being involved in the treatment decisions of potential  
14 organ donors.

15           22.     On or about Friday night, February 3, 2006, at 11:00 p.m., Ruben Navarro was wheeled  
16 out of his hospital room, and into an operating room at the Sierra Vista Regional Medical Center located  
17 in San Luis Obispo, California. In the operating room, Ruben lay on a table surrounded by Defendant  
18 HOOTAN ROOZROKH, M.D., Defendant ARTURO MARTINEZ, M.D., and various doctors, nurses  
19 and employees of Sierra Vista Regional Medical Center (owned and operated by Defendant TENET  
20 HEALTHCARE CORPORATION, and Defendant SIERRA VISTA HOSPITAL, INC.). He was taken off  
21 the respirator. He continued breathing, his heart continued beating, and he was alive. At the direction of  
22 Defendant HOOTAN ROOZROKH, M.D., in cooperation with each and every Defendant in this case,  
23 RUBEN NAVARRO was administered a lethal does of morphine and Ativan. He continued breathing, his  
24 heart continued beating, and he was alive. Defendants, and each of them, observing that RUBEN was not  
25 killed by the first injection, administered another lethal does of morphine and Ativan. He continued  
26 breathing, his heart continued beating, and he was alive.

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1           23.     The Defendants tried to kill RUBEN NAVARRO to harvest his organs. Seeing that their  
2 efforts were unsuccessful, Defendant HOOTAN ROOZROKH, M.D. told the nurses, doctors and hospital  
3 staff around him:

4               *"Let's give him some more candy."*

5           24.     Defendants administered another lethal does of morphine and Ativan. RUBEN did not die.  
6 He continued breathing, his heart continued beating, and he was alive.

7           25.     Approximately thirty minutes after he was taken off life support equipment, and  
8 administered multiple lethal doses of morphine and Ativan, the Defendants gave up their effort to kill  
9 RUBEN and wheeled him out of the operating room and into a different room at the hospital. RUBEN  
10 was not placed back on life support. Nothing was done to repair the damage caused by the attempt to kill  
11 him. RUBEN was left alone in room to die, and nine hours later, he passed away.

12           26.     When ROSA NAVARRO left the hospital, she had no idea that Defendants had broken the  
13 law, or committed malpractice, or that their conduction was actionable as set forth and alleged herein. It  
14 was not until approximately May 11, 2006, when ROSA NAVARRO was approached by law  
15 enforcement officers from the County of San Luis Obispo, and told that they were investigating the  
16 conduct of the doctors and hospital in connection with the death of her son RUBEN, that ROSA  
17 NAVARRO knew facts which indicated and/or should have indicated that the conduct of the Defendants  
18 gave rise to legal rights and causes of action on behalf of her son RUBEN and on her own behalf. On  
19 March 28, 2007, ROSA NAVARRO complied with California Code of Civil Procedure section 364, and  
20 gave each of the Defendants 90-day notice of her intent to file this action.

21                   FIRST CAUSE OF ACTION FOR WRONGFUL DEATH

22                   (THE INTENTIONAL MURDER OF RUBEN NAVARRO FOR THE PURPOSE OF  
23                                   HARVESTING HIS ORGANS)

24                                   (against all Defendants)

25           27.     Plaintiff incorporates paragraphs 1-26 above as though fully set forth herein.

26           28.     On or about February 4, 2006, RUBEN NAVARRO died as a result of the conduct of the  
27 Defendants, and each of them, in that (a) they negligently failed to provide him with medical care that  
28 would have saved and/or prolonged his life, (b) they intentionally removed him from life support

1 equipment, (c) they intentionally administered a lethal dose of morphine and Ativan to him in order to  
2 hasten his death for the purposes of harvesting his organs, and (d) they negligent and/or intentionally  
3 failed to administer medical care to him after their unsuccessful attempt to kill him, which also hastened  
4 his death.

5 29. As a direct and proximate result of the aforementioned negligence, recklessness,  
6 unlawfulness and intentional conduct of Defendants, and each of them, RUBEN NAVARRO sustained  
7 severe and serious injury resulting in his death.

8 30. At the time of his death, RUBEN NAVARRO was a resident of the County of San Luis  
9 Obispo, State of California. At the time of her son's death, Plaintiff ROSA NAVARRO was a resident of  
10 the County of Ventura, State of California.

11 31. As a direct and proximate result of the aforementioned negligence, recklessness,  
12 unlawfulness and intentional conduct of Defendants, and each of them, and the resulting death of her son  
13 RUBEN NAVARRO, Plaintiff ROSA NAVARRO sustained severe and serious injury to her person, all  
14 to Plaintiff's damage in a sum within the jurisdiction of this Court and to be shown according to proof.

15 32. As a further proximate result of said conduct of Defendants, and each of them, and the  
16 resulting death of her son, Plaintiff was compelled to incur expenses, the exact total amount of which is  
17 unascertained at this time, but within the jurisdiction of this Court and to be shown according to proof.

18 SECOND CAUSE OF ACTION FOR ASSAULT

19 (against all Defendants)

20 33. Plaintiff incorporates paragraphs 1-32 above as though fully set forth herein.

21 34. On or about Friday night, February 3, 2006, Defendants, and each of them, voluntarily,  
22 intentionally, willfully, wantonly and maliciously (a) took RUBEN NAVARRO, Plaintiff ROSA  
23 NAVARRO's only son, off of a life support respirator with the intention of killing him, and (b)  
24 administered a lethal dose of morphine and Ativan to him with the intention of causing his death. The  
25 actions of Defendants, and each of them, were intentional. The actions of Defendants, and each of them,  
26 were harmful and offensive. The actions of Defendants, and each of them, were non-consensual. The  
27 actions of Defendants, and each of them, were the cause of injury and damage to RUBEN NAVARRO  
28 and Plaintiff ROSA NAVARRO.



1           35. At no time did Decedent, RUBEN NAVARRO, knowingly consent to the conduct of the  
2 Defendants. Likewise, at no time did Plaintiff, ROSA NAVARRO, give her knowing and informed  
3 consent to the conduct of the Defendants.

4           36. As a direct and proximate result of the conduct of the Defendants, and each of them,  
5 RUBEN NAVARRO was killed, and Plaintiff sustained serious and permanent injuries to her person, all  
6 to her damage in an amount to be shown according to proof and within the jurisdiction of the Superior  
7 Court. Further, as a result of the conduct of Defendants, Plaintiff incurred and suffered economic  
8 damages, in an amount to be shown according to proof and within the jurisdiction of the Superior Court.

9           37. The conduct of Defendants, and each of them, as described herein, was done intentionally,  
10 recklessly, with fraud, oppression and malice, such as to justify an award of punitive damages pursuant to  
11 California Civil Code §3294, in an amount appropriate to punish and set an example of said Defendants.

12                               THIRD CAUSE OF ACTION FOR BATTERY

13                               (against all Defendants)

14           38. Plaintiff incorporates paragraphs 1-37 above as though fully set forth herein.

15           39. On or about Friday night, February 3, 2006, Defendants, and each of them, voluntarily,  
16 intentionally, willfully, wantonly and maliciously (a) took RUBEN NAVARRO, Plaintiff ROSA  
17 NAVARRO's only son, off of a life support respirator with the intention of killing him, and (b)  
18 administered a lethal dose of morphine and Ativan to him with the intention of causing his death. The  
19 actions of Defendants, and each of them, were intentional. The actions of Defendants, and each of them,  
20 were harmful and offensive. The actions of Defendants, and each of them, were non-consensual. The  
21 actions of Defendants, and each of them, were the cause of injury and damage to RUBEN NAVARRO  
22 and Plaintiff ROSA NAVARRO.

23           40. At no time did Decedent, RUBEN NAVARRO, knowingly consent to the conduct of the  
24 Defendants. Likewise, at no time did Plaintiff, ROSA NAVARRO, give her knowing and informed  
25 consent to the conduct of the Defendants.

26           41. As a direct and proximate result of the conduct of the Defendants, and each of them,  
27 RUBEN NAVARRO was killed, and Plaintiff sustained serious and permanent injuries to her person, all  
28 to her damage in an amount to be shown according to proof and within the jurisdiction of the Superior

1 Court. Further, as a result of the conduct of Defendants, Plaintiff incurred and suffered economic  
2 damages, in an amount to be shown according to proof and within the jurisdiction of the Superior Court.

3 42. The conduct of Defendants, and each of them, as described herein, was done intentionally,  
4 recklessly, with fraud, oppression and malice, such as to justify an award of punitive damages pursuant to  
5 California Civil Code §3294, in an amount appropriate to punish and set an example of said Defendants.

6 FOURTH CAUSE OF ACTION FOR FRAUD

7 (against all Defendants)

8 43. Plaintiff incorporates paragraphs 1-42 above as though fully set forth herein.

9 44. When Plaintiff ROSA NAVARRO arrived at the hospital, she asked questions to the  
10 nurses attending to her son RUBEN. One of the hospital's nurses told her that she would need to talk to  
11 RUBEN's doctor, and based on that, ROSA NAVARRO spoke with Defendant HOOTAN ROOZROKH,  
12 M.D.

13 45. ROSA NAVARRO was led to believe that Defendant HOOTAN ROOZROKH, M.D. was  
14 RUBEN's treating doctor. She was not told that Defendant HOOTAN ROOZROKH, M.D. was actually  
15 an organ transplant Doctor, whose sole purpose at the hospital was to harvest RUBEN's organs.

16 46. When ROSA NAVARRO spoke to Defendant HOOTAN ROOZROKH, M.D., and asked  
17 him about her son RUBEN and his condition, Defendant HOOTAN ROOZROKH, M.D. did not tell  
18 ROSA NAVARRO that he was not RUBEN's treating doctor, or that he was actually an organ transplant  
19 Doctor. It was clear to Defendant HOOTAN ROOZROKH, M.D. when ROSA NAVARRO inquired  
20 about RUBEN's condition that she believed he was RUBEN's treating Doctor.

21 47. When Defendant HOOTAN ROOZROKH, M.D. spoke to ROSA NAVARRO, he told her  
22 the following:

- 23 i. "There is nothing that can be done for your son. He is going to die."  
24 ii. "The policy of the hospital in situations like this is that after five (5) days, the plug  
25 must be pulled. There is no other option or choice."  
26 iii. "Do you want to be in the room when we pull the plug?"

27 48. After ROSA NAVARRO left the hospital, she received a telephone call from someone  
28 claiming to represent a California organization dedicated to the issue of organ donation and transplants.

1 This person told Plaintiff ROSA NAVARRO that since her son was terminally ill, that there was no  
2 chance for him to live, they were asking for her permission to donate his organs. Believing what she had  
3 been told by Dr. Roozrokh and this person, and in a state of shock and distress, Plaintiff agreed to donate  
4 her son's organs. However, at no time did Plaintiff ever agree to "pull the plug" as put by Dr. Roozrokh.  
5 At no time did Plaintiff ROSA NAVARRO knowingly, without duress and/or with full informed consent  
6 give her permission for Ruben to be taken off life support, or for Ruben's organs to be donated.

7 COUNT ONE – FRAUD AND INTENTIONAL DECEIT

8 49. Plaintiff incorporates paragraphs 1-48 above as though fully set forth herein.

9 50. When Defendant HOOTAN ROOZROKH, M.D. told ROSA NAVARRO that "There is  
10 nothing that can be done for your son. He is going to die..." it was an affirmative misrepresentation and  
11 intentionally false. When Defendant HOOTAN ROOZROKH, M.D. told ROSA NAVARRO that "The  
12 policy of the hospital in situations like this is that after five (5) days, the plug must be pulled. There is no  
13 other option or choice..." it was an affirmative misrepresentation and intentionally false.

14 51. The misrepresentations made by Defendant HOOTAN ROOZROKH, M.D. to ROSA  
15 NAVARRO were misrepresentations of material facts. If he had not said those things, ROSA NAVARRO  
16 would not have believed that RUBEN was facing imminent death, she would not have left the hospital,  
17 she would not have agreed to donate his organs during a later telephone call, and she would not have  
18 suffered the way she did.

19 52. Defendant HOOTAN ROOZROKH, M.D. knew those misrepresentations to be false.  
20 Likewise, he concealed facts from ROSA NAVARRO, and/or intentionally gave her a dishonest opinion.  
21 Defendant HOOTAN ROOZROKH, M.D. made those misrepresentations and concealed facts with the  
22 intent to induce reliance on the part of ROSA NAVARRO, to cause her to refrain from seeking the  
23 opinion from other Doctors, to cause her from insisting on other medical choices for RUBEN, and to  
24 cause her to consent to donating RUBEN's organs.

25 53. ROSA NAVARRO justifiably relied on the misrepresentations and concealments of  
26 Defendant HOOTAN ROOZROKH, M.D.. He is a Doctor, licensed by the State of California to practice  
27 medicine, and she was an average ordinary person with no knowledge, training, or understanding of  
28

1 medicine. Likewise, she placed her trust and confidence in Defendant HOOTAN ROOZROKH, M.D. for  
2 the simple fact that he was a Doctor, and he was pointed out by the hospital's nurses as RUBEN's Doctor.

3 54. Plaintiff suffered damage as a result of relying on the untrue statements, as did RUBEN, as  
4 described herein.

5 COUNT TWO - NEGLIGENT MISREPRESENTATION

6 55. Plaintiff incorporates paragraphs 1-54 above as though fully set forth herein.

7 56. When Plaintiff was at the hospital, one of the hospital's nurses told Plaintiff that she  
8 needed to talk to RUBEN's doctor. As a result, Plaintiff spoke with Defendant HOOTAN ROOZROKH,  
9 M.D.

10 57. Telling Plaintiff that Defendant HOOTAN ROOZROKH, M.D. was RUBEN's Doctor was  
11 a material misrepresentation of fact. It was made with the intention to cause Plaintiff to rely on the  
12 statement, which Plaintiff justifiably did.

13 58. Plaintiff suffered damage as a result of relying on the untrue statement that Defendant  
14 HOOTAN ROOZROKH, M.D. was RUBEN's doctor, as did RUBEN, as described herein.

15 59. Plaintiff suffered damage as a result of relying on the untrue statement that Defendant  
16 HOOTAN ROOZROKH, M.D. was RUBEN's doctor, as did RUBEN, as described herein.

17 COUNT THREE - CONSTRUCTIVE FRAUD

18 60. Plaintiff incorporates paragraphs 1-59 above as though fully set forth herein.

19 61. After ROSA NAVARRO left the hospital, she received a telephone call from someone  
20 claiming to represent a California organization dedicated to the issue of organ donation and transplants.  
21 This person told Plaintiff ROSA NAVARRO that since her son was terminally ill, that there was no  
22 chance for him to live, they were asking for her permission to donate his organs. Believing what she had  
23 been told by Dr. Roozrokh and this person, and in a state of shock and distress, Plaintiff agreed to donate  
24 her son's organs. However, at no time did Plaintiff ever agree to "pull the plug" as put by Dr. Roozrokh.  
25 At no time did Plaintiff ROSA NAVARRO knowingly, without duress and/or with full informed consent  
26 give her permission for Ruben to be taken off life support, or for Ruben's organs to be donated.

27 62. The statements made by the person on the telephone, holding themselves out to be a  
28 medical professional and a representative of a California organization dedicated to the issue of organ

1 donation and transplants, and thereby acting on behalf of and in concert with each of the Defendants  
2 herein, were intentionally false, and/or recklessly made, with knowledge of their falsity, with intent to  
3 cause Plaintiff to rely on those statements and act on those statements. As alleged herein, Plaintiff did act  
4 on and rely on those statements.

5 63. Plaintiff suffered damage as a result of relying on the untrue statements, as did RUBEN, as  
6 described herein.

7 64. As a direct and proximate result of Defendants misrepresentations and concealments,  
8 RUBEN NAVARRO suffered damage to his person, in the form of his death and/or the hastening of his  
9 death, and ROSA NAVARRO suffered damage to her person as well as economic damages, in an amount  
10 according to proof and within the jurisdiction of the Superior Court.

11 65. The conduct of Defendants, and each of them, as described herein, was done intentionally,  
12 recklessly, with fraud, oppression and malice, such as to justify an award of punitive damages pursuant to  
13 California Civil Code §3294, in an amount appropriate to punish and set an example of said Defendants.

14 FIFTH CAUSE OF ACTION FOR CIVIL CONSPIRACY

15 (against all Defendants)

16 66. Plaintiff incorporates paragraphs 1-65 above as though fully set forth herein.

17 67. The Defendants, and each of them, conspired together to wrongfully obtain the consent of  
18 ROSA NAVARRO to donate the organs of her son, RUBEN NAVARRO. The Defendants, and each of  
19 them, engaged in a conspiracy to harvest organs from RUBEN NAVARRO, as follows:

20 a) The Defendants, and each of them, failed to provide RUBEN NAVARRO with treatment  
21 that could have saved and/or prolonged his life;

22 b) The Defendants, and each of them, violated California law by allowing Defendant  
23 HOOTAN ROOZROKH, M.D. to direct the treatment of RUBEN NAVARRO;

24 c) The Defendants, and each of them, misled Plaintiff ROSA NAVARRO as to RUBEN's  
25 condition and prognosis;

26 d) The Defendants, and each of them, misled Plaintiff ROSA NAVARRO by telling her that  
27 the there was a "5 day maximum" policy for life support;

28

1 e) The Defendants, and each of them, misled Plaintiff ROSA NAVARRO by failing to tell  
2 her what other options there were for RUBEN's care and treatment;

3 f) The Defendants, and each of them, did as alleged in this complaint with the intention of  
4 killing RUBEN NAVARRO to take his organs.

5 68. The Defendants, and each of them, are health care providers, and/or held themselves out to  
6 be health care providers. However, in addition, the Defendants, and each of them, were also engaged in a  
7 cooperative effort to harvest organs, and to further that end, engaged in a conspiracy as alleged in this  
8 complaint.

9 69. As a result of Defendants' conspiring together, RUBEN NAVARRO suffered damage to  
10 his person, in the form of his death and/or the hastening of his death, and ROSA NAVARRO suffered  
11 damage to her person as well as economic damages, in an amount according to proof and within the  
12 jurisdiction of the Superior Court.

13 70. As conspirators, each of the Defendants in this action is a joint-tortfeasor, equally liable for  
14 the actions of each of the other Defendants.

15 SIXTH CAUSE OF ACTION FOR MEDICAL MALPRACTICE

16 (PROFESSIONAL NEGLIGENCE)

17 (against all Defendants)

18 71. Plaintiff incorporates paragraphs 1-70 above as though fully set forth herein.

19 72. As Medical Doctors, Defendants HOOTAN ROOZROKH, M.D. and ARTURO  
20 MARTINEZ, M.D., owed the following duty to RUBEN NAVARRO and Plaintiff ROSA NAVARRO:

21 (1) To have the degree of learning and skill ordinarily possessed by practitioners of the  
22 medical profession in the same or a similar locality, under similar circumstances

23 (2) To use the same degree of skill and care usually exercised by practitioners for the  
24 medical profession in the same or a similar locality, under similar circumstances

25 (3) To use reasonable diligence in the application of the physician's learning and skill.

26 73. As Nurses, DOE DEFENDANTS (the nurses who acted as alleged herein), who were  
27 employees of the other Defendants, and each of them, acting within the course and scope of their  
28 employment, had the following duty to RUBEN NAVARRO and Plaintiff ROSA NAVARRO:

1 (1) A trained or graduate nurse must have and use the learning, skill and care ordinarily  
2 possessed by nurses in the same or similar locality, and under similar circumstances.

3 74. As Health Care Facilities and Providers, Defendants CALIFORNIA TRANSPLANT  
4 DONOR NETWORK, THE PERMANENTE MEDICAL GROUP, INC., and TENET HEALTHCARE  
5 CORPORATION, had the following duty to RUBEN NAVARRO and Plaintiff ROSA NAVARRO:

6 (1) Generally, it is the duty of a Health Care Facilities and/or Provider to use  
7 reasonable care in caring for a patient, taking into account the mental and physical condition of the  
8 patient, and in selecting and maintaining, and ensuring the competence of its staff. In determining whether  
9 the care is appropriate, the condition and needs of the patient, the circumstances of the care, and the  
10 locality of the facility must be taken into consideration.

11 75. During the time that Defendants, and each of them, treated Plaintiff ROSA NAVARRO's  
12 son, RUBEN NAVARRO, they held themselves out to be licensed members of the medical profession  
13 and/or licensed medical facilities, or nurses, technicians or other medical personnel, in that they were to  
14 provide health care, services and treatment to Plaintiff's son within the standard of care.

15 76. Defendants, and each of them, negligently rendered medical services and failed to conform  
16 to the standard of care required of them in rendering care to, or in rendering professional services to,  
17 Plaintiff's son. As a result of such negligence, Plaintiff lost her son, and was denied the opportunity to  
18 choose other care or treatment for him.

19 77. As a direct and proximate result of the aforementioned conduct of Defendants, and each of  
20 them, Plaintiff has suffered, and will continue to suffer, medical expenses, as well as general and special  
21 damages according to proof at trial.

22 SEVENTH CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

23 (against all Defendants)

24 78. Plaintiff incorporates paragraphs 1-77 above as though fully set forth herein.

25 79. The actions of the Defendants, and each of them, as alleged herein, were intentional and  
26 outrageous, and/or done with reckless disregard for the Plaintiff and her son. The conduct was directed at  
27 Plaintiff, and her son, and in her presence.  
28

1           80.     The conduct of the Defendants, and each of them, caused Plaintiff severe emotional  
2     distress.

3           81.     As a direct and proximate result of the aforementioned conduct of Defendants, and each of  
4     them, Plaintiff has suffered, and will continue to suffer, medical expenses, as well as general and special  
5     damages according to proof at trial.

6           82.     The conduct of Defendants, and each of them, as described herein, was done intentionally,  
7     recklessly, with fraud, oppression and malice, such as to justify an award of punitive damages pursuant to  
8     California Civil Code §3294, in an amount appropriate to punish and set an example of said Defendants.

9                   SIXTH CAUSE OF ACTION FOR NEGLIGENCE PER SE

10                                 (against all Defendants)

11           83.     Plaintiff incorporates paragraphs 1-82 above as though fully set forth herein.

12           84.     Defendants, and each of them, owed duties to RUBEN NAVARRO and Plaintiff ROSA  
13     NAVARRO, as set forth herein.

14           85.     Among the duties owed by Defendants, were those for which statutes have been enacted.  
15     Defendants, and each of them, violated statutes, as set forth below:

16                   (a)     California Health and Safety Code § 7154.5 provides that "Each hospital in this  
17     state, after consultation with other hospitals and procurement organizations, shall establish agreements or  
18     affiliations for coordination of procurement and use of human bodies and parts."

19                   (b)     California Health and Safety Code § 7182 provides that "7182. When a part of the  
20     donor is used for direct transplantation pursuant to the Uniform Anatomical Gift Act (Chapter 3.5  
21     (commencing with Section 7150)) and the death of the **donor** is determined by determining that the  
22     individual has suffered an irreversible cessation of all functions of the entire brain, including the brain  
23     stem, there shall be an independent confirmation of the death by another physician. Neither the physician  
24     making the determination of death under Section 7155.5 nor the physician making the independent  
25     confirmation shall participate in the procedures for removing or transplanting a part."

26                   (c)     California Health and Safety Code § 7150 et seq (Uniform Anatomical Gift Act);  
27     As provided by California law, transplant doctors are not to direct the treatment of potential organ donors  
28     before they are declared dead.



1 86. The Defendants' violation of the statutes at issue proximately caused injury to RUBEN  
2 NAVARRO and Plaintiff ROSA NAVARRO. Both RUBEN NAVARRO and Plaintiff ROSA  
3 NAVARRO are among the class of persons from whose protection the statutes were adopted.

4 87. As a direct and proximate result of the aforementioned conduct of Defendants, and each of  
5 them, Plaintiff has suffered, and will continue to suffer, medical expenses, as well as general and special  
6 damages according to proof at trial.

7 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 8 1. For compensatory damages, in an amount according to proof;
- 9 2. For general damages, in an amount according to proof;
- 10 3. For special damages, in an amount according to proof;
- 11 4. For emotional distress damages, in an amount according to proof;
- 12 5. For interest provided by law, including, but not limited to, Cal.Civil Code §3291;
- 13 6. For costs of suit;
- 14 7. For attorney's fees pursuant to statute; and
- 15 8. For punitive damages against any Defendant who is not a "health care provider" pursuant  
16 to Code of Civil Procedure section 425.13, and as to Defendants who are health care providers pursuant to  
17 statute, Plaintiff hereby notifies Defendants and The Court of her intent to seek leave of Court to amend  
18 the complaint to assert a prayer for punitive damages against Defendants pursuant to Code of Civil  
19 Procedure section 425.13.

- 20 9. For such other and further relief as the Court may deem just and proper.

21 Plaintiff demands trial by jury.

22 Dated: June 27, 2007

LAW OFFICE OF KEVIN D. CHAFFIN

23 By: 

Kevin D. Chaffin, Esq.

24  
25 Attorney for Plaintiff  
26 ROSA NAVARRO  
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