

1 Ian B. Wieland, State Bar No. 285721  
2 Christopher M. Rusca, State Bar No. 264608  
3 Paul M. Parvianian, State Bar No. 247284  
4 **SAGASER, WATKINS & WIELAND PC**  
5 5260 North Palm Avenue, Suite 400  
6 Fresno, California 93704  
7 Telephone: (559) 421-7000  
8 Facsimile: (559) 473-1483

9 Attorneys for Defendant, COMMUNITY HOSPITALS OF  
10 CENTRAL CALIFORNIA

11 STATE OF CALIFORNIA

12 SUPERIOR COURT FOR THE COUNTY OF FRESNO

13 JOHN DOE, JANE DOE, and DAUGHTER  
14 DOE,

15 Plaintiffs,

16 v.

17 JOHN CHRISTOPHER SPATAFORE,  
18 COMMUNITY HOSPITALS OF CENTRAL  
19 CALIFORNIA, and DOES 1 through 20,  
20 inclusive,

21 Defendants.

Case No.: 21CECG03118

**DEFENDANT COMMUNITY  
HOSPITALS OF CENTRAL  
CALIFORNIA'S ANSWER TO  
PLAINTIFFS' SECOND AMENDED  
COMPLAINT**

Complaint Filed: October 19, 2021  
Trial Date: None Set

22 Defendant COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA ("CHCC") hereby  
23 answers the unverified "Second Amended Complaint; and Jury Demand" the ("SAC") of Plaintiffs  
24 JOHN DOE, JANE DOE, and DAUGHTER DOE (collectively, "Plaintiffs") as follows:

**GENERAL DENIAL**

25 Pursuant to Code of Civil Procedure section 431.30(d), CHCC denies generally and  
26 specifically each and every allegation contained in Plaintiffs' SAC, and each and every cause of  
27 action therein, and specifically denies that Plaintiffs' have been damaged or suffered any losses in  
28 the sums alleged, or in any other sum, or at all, by reason of any wrongful act or omission on the  
part of CHCC.

///

///

SAGASER, WATKINS & WIELAND PC  
ATTORNEYS AT LAW  
5260 North Palm Avenue, Suite 400  
Fresno, California 93704  
Telephone: (559) 421-7000

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

As separate and distinct affirmative defenses to Plaintiffs’ SAC, CHCC alleges as follows:

**First Affirmative Defense**

**(Failure to State a Claim)**

1. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each and every alleged cause of action therein, fails to state facts sufficient to constitute a cause of action upon which relief can be granted.

**Second Affirmative Defense**

**(Laches)**

2. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs’ SAC, and each claim and purported cause of action alleged therein, is barred by the doctrine of laches.

**Third Affirmative Defense**

**(Estoppel)**

3. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs’ SAC, and each claim and purported cause of action alleged therein, is barred by the doctrine of estoppel.

**Fourth Affirmative Defense**

**(Statute of Limitations)**

4. As a separate and distinctive affirmative defense, CHCC alleges that each purported cause of action set forth in the SAC is barred, in whole or in part, by any applicable statute(s) of limitation, including, but not limited to California Code of Civil Procedure sections 335.1, 338, and 340.

///  
///  
///  
///  
///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Fifth Affirmative Action**

**(Unclean Hands)**

5. As a separate and distinctive affirmative defense, CHCC is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, the SAC and each cause of action set forth therein are barred by the equitable doctrine of unclean hands. CHCC reserves the right to amend its answer upon further investigation and discovery of fact supporting this defense.

**Sixth Affirmative Defense**

**(Failure to State a Claim for Attorneys' Fees and Costs)**

6. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs' failed to state facts sufficient to constitute a claim for which attorneys' fees and costs may be awarded.

**Seventh Affirmative Defense**

**(Immunity)**

7. The claims against CHCC are barred and without merit to the extent that CHCC is immunized from liability to Plaintiffs with respect to the matters alleged in the SAC.

**Eighth Affirmative Defense**

**(Damages Caused By Others)**

8. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that any damages Plaintiffs might have suffered, if any, were caused solely or in part by persons, firms, corporations or other entities other than CHCC, and not by an act or omission for which CHCC may be held legally or equitably responsible.

///  
///  
///  
///  
///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Ninth Affirmative Defense**

**(Mitigation of Damages)**

9. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that it is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, Plaintiffs failed to exercise reasonable care to mitigate or attempt to mitigate their damages, if any were suffered, and that their right to recover against CHCC, if any, should be reduced and/or eliminated by such a failure.

**Tenth Affirmative Defense**

**(Waiver)**

10. As a separate and distinctive affirmative defense to each and every cause of action, CHCC is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, the SAC and each cause of action set forth therein is barred by the equitable doctrine of waiver.

**Eleventh Affirmative Defense**

**(Unjust Enrichment)**

11. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs' SAC, and each claim and purported cause of action alleged therein, is barred because any recovery from CHCC would result in Plaintiffs' unjust enrichment.

**Twelfth Affirmative Defense**

**(Lack of Specificity)**

12. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs failed to allege special damages and civil penalties with requisite specificity.

///

///

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Thirteenth Affirmative Defense**

**(Failure to do Equity)**

13. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that no relief may be obtained under the SAC by reason of Plaintiffs' failure to do equity in the matters alleged in the SAC.

**Fourteenth Affirmative Defense**

**(Consent/Ratification)**

14. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs by reason of their knowledge, statements, and conduct, and by reason of the knowledge, statements, and conduct of Plaintiffs' agents, have consented to and ratified the acts and omissions of CHCC barring Plaintiffs from any and all recovery from CHCC.

**Fifteenth Affirmative Defense**

**(Breach of Duty)**

15. As a separate and distinct affirmative defense to each and every cause of action, CHCC is informed and believes that a reasonable opportunity for investigation and discovery will reveal, and on that basis alleges, Plaintiffs' claims are barred by their own breach of the duties owed to CHCC, thereby excusing any further obligation by CHCC under any alleged contract.

**Sixteenth Affirmative Defense**

**(Damages Not Certain)**

16. As a separate and distinct affirmative defense to each and every cause of action, CHCC alleges that prejudgment interest is not applicable to any of Plaintiffs' claims because any amount of damages that Plaintiffs may be entitled to, if any, are not certain or capable of being made certain by calculation.

///  
///  
///  
///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Seventeenth Affirmative Defense**

**(Good Faith)**

17. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that any actions they took with respect to Plaintiffs, or otherwise, were in good faith and with reasonable grounds to believe such conduct comported with applicable law.

**Eighteenth Affirmative Defense**

**(Lack of Reasonable Skill and Diligence)**

18. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' failure to act with reasonable skill, diligence and cooperation in carrying out the duties and responsibilities as required by Plaintiffs.

**Nineteenth Affirmative Defense**

**(No Damages)**

19. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs' SAC, and each claim and purported cause of action alleged therein, is barred, in whole or in part, to the extent that Plaintiffs were not damaged by any alleged act, omission, or violation of any contract or statute allegedly committed by CHCC.

**Twentieth Affirmative Defense**

**(Attorneys' Fees)**

20. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs' claims against CHCC are frivolous, unreasonable, and groundless and, accordingly, CHCC should recover all costs and attorney's fees incurred herein.

**Twenty-First Affirmative Defense**

**(Performance Prevented)**

21. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action alleged therein, is barred, in whole or in part, to the extent that CHCC's performance of its obligations were prevented by Plaintiffs.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Twenty-Second Affirmative Defense**

**(No Causal Connection)**

22. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action alleged therein, is barred, in whole or in part, because there is no causal connection between any purported breach by CHCC and any damage which Plaintiffs allege they suffered.

**Twenty-Third Affirmative Defense**

**(Reasonable Care)**

23. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action, is barred because CHCC exercised reasonable care.

**Twenty-Fourth Affirmative Defense**

**(Bad Faith)**

24. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs have acted in bad faith, and therefore, are barred from any and all recovery from CHCC.

**Twenty-Fifth Affirmative Defense**

**(No Breach)**

25. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action, is barred because CHCC did not breach any agreement between the parties and met all of its duties to Plaintiffs under any agreement.

**Twenty-Sixth Affirmative Defense**

**(No Duty)**

26. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action, is barred because CHCC owed no duty to Plaintiffs and did not breach any duty, if any, owed to Plaintiffs.

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Twenty-Seventh Affirmative Defense**

**(No Causation)**

27. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action, is barred because CHCC did not actually or proximately cause any damages for which Plaintiffs seek to recover in this matter.

**Twenty-Eighth Affirmative Defense**

**(No Breach of Duty)**

28. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that it acted in good faith and did not directly or indirectly perform any acts or fail to perform any acts whatsoever which would constitute a violation of duty or breach of duty, if any, owed to Plaintiffs by CHCC, sounding in either contract or tort.

///

**Twenty-Ninth Affirmative Defense**

**(Fraud)**

29. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action, is barred because Plaintiffs allegations are false and misleading, and Plaintiffs have intent, or a reckless disregard, of the truth of the matters asserted herein, thereby preventing Plaintiffs' recovery and entitling CHCC to costs and fees.

**Thirtieth Affirmative Defense**

**(Contributory Negligence)**

30. As a separate and distinctive affirmative defense, CHCC alleges that the SAC, and each purported cause of action, is barred because Plaintiffs' own negligence was the primary and/or contributory cause of any damages Plaintiffs suffered and Plaintiffs' right to recover against CHCC, if any, should be reduced and/or eliminated by such a negligence.

///

///

///



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Thirty-First Affirmative Defense**

**(Privilege)**

31. CHCC alleges that to the extent Plaintiffs allege CHCC made any written and verbal statements regarding Plaintiffs, or to the extent Plaintiffs allege another defendant to the SAC made any written or verbal statements regarding Plaintiffs, any and all such statements were privileged and accordingly cannot form the basis of defamation.

**Thirty-Second Affirmative Defense**

**(Justification)**

32. CHCC is informed and believes and on that basis alleges that any recovery by the Plaintiffs, or any purported cause of action alleged therein, is barred because CHCC's disputed conduct was justified.

**Thirty-Third Affirmative Defense**

**(Acquiescence)**

33. CHCC is informed and believes and on that basis alleges that the SAC is barred because the Plaintiffs acquiesced to and approved of all the acts and omissions about which the Plaintiffs now complain. Accordingly, Plaintiffs are barred from pursuing this action.

**Thirty-Fourth Affirmative Defense**

**(Vague, Ambiguous, and Uncertain)**

34. CHCC alleges that Plaintiffs' SAC, and each alleged cause of action therein, is vague, ambiguous and uncertain, and does not describe the claims against CHCC with sufficient particularity and certainty to enable CHCC to determine all defenses that may exist. CHCC reserves the right to assert all defenses that may be pertinent to or arise from the Plaintiffs' claims.

**Thirty-Fifth Affirmative Defense**

**(Prejudgment Interest)**

35. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs failed to properly state a claim upon which prejudgment interest may be awarded, as the damages claimed are not sufficiently certain or proper to allow an award of prejudgment interest.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Thirty-Sixth Affirmative Defense**

**(Plaintiff's Proximate Cause of Damage)**

36. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that, should it be determined that Plaintiffs have been damaged, then said damages were proximately caused by Plaintiffs' own, or their agents' conduct, acts, errors, omissions, and/or negligence, and Plaintiffs' claims are barred, or limited by their own contributory negligence, comparative negligence, or comparative fault.

**Thirty-Seventh Affirmative Defense**

**(Causation by Third Party)**

37. As a separate and distinctive affirmative defense to each and every cause of action, CHCC is informed and believes, and on that basis alleges, that the damages, if any, sustained by Plaintiffs were caused by acts, omissions, or negligence of third parties other than CHCC and any damages awarded to Plaintiffs should be diminished in proportion to that amount attributed to said third parties.

**Thirty Eighth Affirmative Defense**

**(Improper Party)**

38. CHCC alleges that it is an improper party to Plaintiffs' SAC.

**Thirty-Ninth Affirmative Defense**

**(Scope)**

39. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that any unlawful or other wrongful acts of any person(s) employed by CHCC was outside the scope of their/his/her employment and authority, and such act(s), if any, were not authorized, ratified, or condoned by CHCC, nor did CHCC know or have reason to be aware of such alleged conduct.

///

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Fortieth Affirmative Defense**

**(Assumption of Risk)**

40. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs assumed the risk of the matters referred to in their SAC, that Plaintiffs knew and appreciated the nature of the risk, and that Plaintiffs voluntarily accepted the risk.

**Forty-First Affirmative Defense**

**(Standing)**

41. As a separate and distinctive affirmative defense, CHCC alleges that Plaintiffs, or some of them, lack standing to pursue the SAC and have established no standing to sue or other basis on which they may sue CHCC, and accordingly Plaintiffs have stated no cause of action against CHCC.

**Forty-Second Affirmative Defense**

**(Superseding Cause)**

42. The injuries and damages, if any, sustained by Plaintiffs are the direct and proximate result of the acts, omissions, negligence, or other actionable conduct of Plaintiffs, or persons or entities other than Plaintiffs, which CHCC cannot and does not control, and such conduct is a contributing, intervening, and superseding cause of the damages and losses alleged.

**Forty-Third Affirmative Defense**

**(Unconstitutionality)**

43. Plaintiffs are not entitled to recover any punitive damages because such damages are so punitive in purpose and effect as to constitute a criminal penalty entitling CHCC to the rights to be given to defendants under the United States Constitution and the California Constitution. All procedures and applications of California and federal law in this action that deny CHCC such rights including, but not limited to, a burden of proof beyond a reasonable doubt, violate CHCC rights under such Constitutional provisions.

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Forty-Fourth Affirmative Defense**

**(Due Process and Equal Protection)**

44. Plaintiffs are not entitled to recover any punitive damages because the provisions of law allowing for the award of punitive damages and the substantive rules, procedures, and standards for determining whether or not to award them and, if so, in what amount, violate CHCC's rights to due process and equal protection under the United States and/or California Constitutions.

**Forty-Fifth Affirmative Defense**

**(Procedural Due Process)**

45. Plaintiffs' SAC, to the extent it seeks punitive or exemplary damages pursuant to section 3294 of the California Civil Code, violates CHCC's rights to procedural due process under the Fourteenth Amendment to the United States Constitution and the Constitution of the State of California and, therefore, fails to state a cause of action upon which either punitive or exemplary damages may be awarded.

**Forty-Sixth Affirmative Defense**

**(Clear and Convincing Evidence)**

46. Plaintiffs' SAC, to the extent it seeks punitive or exemplary damages pursuant to section 3294 of the California Civil Code, fails to plead, and Plaintiffs will not be able to prove by clear and convincing evidence, facts sufficient to support an award of punitive or exemplary damages.

**Forty-Seventh Affirmative Defense**

**(Truth)**

47. Although CHCC did not make the alleged statements or representations alleged to be defamatory in the SAC, to the extent any such alleged statements or representations relating to Plaintiffs' SAC, and in particular the defamation cause of action contained therein, are proven to be true, Plaintiffs cannot establish liability for such statements or representations and further, no relief can be obtained against CHCC.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Forty-Eighth Affirmative Defense**

**(Misjoinder of Defendant)**

48. CHCC is improperly joined as a defendant in this action, and as a result, there is a defect or misjoinder of a party and this action should not be permitted to proceed against CHCC.

**Forty-Ninth Affirmative Defense**

**(Communications Not Libel on Their Face)**

49. The SAC fails to state a cause of action for defamation as any alleged communication did not amount to libel on its face and Plaintiffs cannot allege or prove they suffered any damages as a result of the allegedly libelous and/or disparaging statement.

**Fiftieth Affirmative Defense**

**(Comparative Fault)**

50. CHCC alleges that Plaintiffs, or their agents, did not exercise ordinary care, caution and prudence in connection with the transactions and events alleged within the SAC, and plaintiff is therefore barred entirely from recovery against defendant or alternatively, plaintiff should have the recovery, if any, proportionately reduced.

**Fifty-First Affirmative Defense**

**(Failure to Exhaust Administrative Remedies)**

51. As a separate and distinctive affirmative defense to each and every cause of action, CHCC alleges that Plaintiffs' SAC, and each claim and purported cause of action alleged therein, is barred because of Plaintiffs' failure to exhaust prerequisite administrative remedies.

**Fifty-Second Affirmative Defense**

**(Reservation of Rights)**

52. CHCC alleges that it presently has insufficient knowledge upon which to form a belief as to whether any additional, as yet unstated, affirmative defenses to the SAC are applicable. CHCC thus reserves the right to assert additional affirmative defenses if appropriate.

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CHCC'S PRAYER FOR RELIEF**

WHEREFORE, CHCC prays for relief as follows:

1. That Plaintiffs take nothing;
2. For Plaintiffs' SAC to be dismissed in its entirety with prejudice;
3. That judgment be entered in CHCC's favor;
4. That CHCC be awarded its attorney fees and costs of suit herein; and
5. That CHCC be awarded such other and further relief as the Court deems just and proper.

Dated: April 10, 2023

SAGASER WATKINS & WIELAND PC

By: 

Ian B. Wieland  
Christopher M. Rusca  
Paul M. Parvanian  
Attorneys for Defendant,  
COMMUNITY HOSPITALS  
OF CENTRAL CALIFORNIA

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**  
(CODE CIV. PROC. § 1013)

STATE OF CALIFORNIA, COUNTY OF FRESNO

I am employed in the County of Fresno, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 5260 North Palm Avenue, Suite 400, Fresno, California 93704.


On April 10, 2023, I served the following document(s) described as **DEFENDANT COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

**SEE ATTACHED SERVICE LIST**

- BY MAIL:** I deposited such envelope in the mail at Fresno, California. The envelope(s) was mailed with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.
- BY OVERNIGHT COURIER:** I sent such document(s) on April 10, 2023, by with postage thereon fully prepaid at Fresno, California.
- BY FAX:** I sent such document by use of facsimile machine telephone number (559) 473-1483. Facsimile cover sheet and confirmation is attached hereto indicating the recipients' facsimile number and time of transmission pursuant to California Rules of Court Rule 2.306. The facsimile machine I used complied with California Rules of Court Rule 2.301(3) and no error was reported by the machine.
- BY PERSONAL SERVICE:** I placed the above document in a sealed envelope. I caused said envelope to be handed to our messenger service to be delivered by hand to the above address(es).
- BY EMAIL:** I sent such document by use of email to the email address(es) above. (CCP § 1013(a)) Such document was scanned and emailed to such recipient(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 10, 2023, at Fresno, California.

  
\_\_\_\_\_  
Meghan Ferreira Kisling

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SERVICE LIST**

Brian D. Whelan  
Whelan Law Group  
1827 E. Fir, Suite 110  
Fresno, California 93720  
E-Mail: [brian@whelanlawgroup.com](mailto:brian@whelanlawgroup.com)

Attorneys for Plaintiffs,  
John Doe, Jane Doe and Daughter Doe