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8 Attorneys for Plaintiffs

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF ORANGE

11 MONIQUE SANTOS, MIKHAEL ALLEN  
12 SANTOS, MARINA REYES, JORGE REYES,  
13 ANJILI PULIYANDA-SOARES, JAMES  
14 SOARES, ASHLEIGH HUFFMAN, L.M.,  
15 BERENICE CERVANTES, CURTIS  
16 HANSON, YESELY ELIZONDO, PEDRO  
17 RODRIGUEZ, NOEMI OJEDA, EFRAIN  
18 OJEDA, EMILIE GERNANDT,  
19 CHRISTOPHER GONZALEZ, MICHELLE  
20 HUSTED, ALAN HUSTED, A.A., J.A., J.B.,  
21 A.A.M., F.C., A.C., C.C., R.W., Y.D., B.P., J.D.,  
22 S.D., B.G., M.G., H.H., T.W., K.I., C.I., T.K.,  
23 M.K., J.K., R.K., Y.L., G.H., C.M., U.M., C.N.,  
24 J.M., E.R., D.R., S.T., R.M., C.W., and K.W.

25 Plaintiffs,

26 vs.

27 ACACIO FERTILITY CENTER, INC.; BRIAN  
28 DAVID ACACIO, M.D.; BRIAN DAVID  
ACACIO, M.D., A PROFESSIONAL  
CORPORATION; JOHN SCADROS, PhD. and  
DOES 1 through 100, Inclusive,

Defendants.

CASE NO:

[UNLIMITED CIVIL]

**COMPLAINT FOR:**

- 1) **NEGLIGENCE;**
- 2) **INJUNCTIVE RELIEF**
- 3) **LACK OF INFORMED CONSENT**
- 4) **CONCEALMENT**
- 5) **INTENTIONAL MISREPRESENTATION**
- 6) **NEGLIGENT MISREPRESENTATION**
- 7) **MEDICAL BATTERY**
- 8) **CONVERSION**
- 9) **LOSS OF CONSORTIUM**

**(DEMAND FOR JURY TRIAL)**

Plaintiffs, Monique Santos, Mikhael Allen Santos, Marina Reyes, Jorge Reyes, Anjili Puliyananda-

1 Soares, James Soares, Ashleigh Huffman, L.M., Berenice Cervantes, Curtis Hanson, Yesely Elizondo,  
2 Pedro Rodriguez, Noemi Ojeda, Efrain Ojeda, Emilie Gernandt, Christopher Gonzalez, Michelle Husted,  
3 Alan Husted, A.A., J.A., J.B., A.Am., F.C., A.C., C.C., R.W., Y.D., B.P., J.D., S.D., B.G., M.G., H.H.,  
4 T.W., K.I., C.I., T.K., M.K., J.K., R.K., Y.L., G.H., C.M., U.M., C.N., J.M., E.R., D.R., S.T., R.M., C.W.,  
5 K.W. hereby allege as follows on information and belief:

### 6 **GENERAL ALLEGATIONS**

7 1. This case involves a fertility doctor who betrayed the trust of dozens of patients in their most  
8 vulnerable moments. Defendant BRIAN DAVID ACACIO, M.D., whose medical license was suspended  
9 for drug use, secretly transported all his patients' embryos from his Orange County clinic to an unknown  
10 location in Bakersfield. Facing eviction from his clinic after failing to pay rent for over a year, Acacio  
11 loaded up all his patients' embryos into a truck and drove them to an undisclosed location over 160 miles  
12 away. He transported these embryos without his patients' knowledge or consent.

13 2. What's worse, Defendants ACACIO FERTILITY CENTER, INC.; BRIAN DAVID ACACIO,  
14 M.D.; BRIAN DAVID ACACIO, M.D., A PROFESSIONAL CORPORATION and Does 1 through 25  
15 (collectively, "Acacio" or "Dr. Acacio") are now holding the embryos hostage, refusing to give them  
16 back to their rightful owners unless the patients agree to sign a waiver of any damage caused to the  
17 embryos and release any and all claims against them. All the while, Acacio was (and is) still charging his  
18 patients storage costs to house the embryos.

19 3. Acacio has also illegally performed medical services and charged patients for such services while  
20 suspended from practice by the Medical Board. Many patients lost embryos during failed transfer  
21 procedures performed by Acacio, which occurred over the same time period that Acacio was abusing  
22 drugs and later deemed to be mentally unstable by the Medical Board.

### 23 **The Rise of Acacio's Fertility Practice — and Its Collapse**

24 4. For years, Acacio held himself out as a respected reproductive endocrinologist serving Southern  
25 California families. He operated Acacio Fertility Center in Laguna Niguel, California, and maintained a  
26 satellite location in Bakersfield. However, the Bakersfield office was not equipped to perform full IVF  
27 laboratory operations, including embryo transfers. On information and belief, the Bakersfield location  
28 did not maintain a fully operational embryology laboratory capable of conducting retrievals, transfers, or

1 complete cryogenic management at the standard previously represented to patients at the Laguna Niguel  
2 facility.

3 5. Acacio cultivated the image of a trusted and established physician. In March 2024, he attended  
4 the State of the Union address as a guest of a United States Congressman and was publicly recognized as  
5 a fertility doctor serving the community. Patients saw him as experienced, prominent, and stable.

6 6. Couples came to Acacio Fertility Center after years of infertility, miscarriages, and failed  
7 treatments. They endured months of hormone injections, invasive egg retrieval procedures, fertilization,  
8 and genetic testing. Many produced only one or two viable embryos. Those embryos were cryopreserved  
9 and stored in liquid nitrogen tanks at approximately minus 196 degrees Celsius inside the Laguna Niguel  
10 clinic.

11 7. For many Plaintiffs, those embryos represented their final opportunity to have a biological child.  
12 While publicly projecting success and stability, Acacio's personal and professional life was unraveling.

13 **Substance Abuse, Mental Instability, Investigation, and Discipline**

14 8. During 2024, Acacio's personal and professional life began visibly deteriorating in ways that were  
15 apparent to patients and staff. Multiple patients observed that Acacio's physical appearance changed  
16 dramatically over the course of that year. He appeared disheveled, gaunt, and significantly thinner than  
17 in prior visits. Patients described marked weight loss, erratic demeanor, agitation, and visible exhaustion.  
18 The physician who had previously presented as energetic and engaged appeared increasingly unstable  
19 and distracted.

20 9. Several patients personally observed Acacio inside the clinic with an intravenous line inserted  
21 into his arm while he was conducting patient appointments. When questioned, Acacio reportedly stated  
22 that the IV was for saline hydration because he "felt ill." Nevertheless, he continued performing and  
23 interpreting transvaginal ultrasounds, reviewing follicular measurements, and directing fertility treatment  
24 protocols while attached to an IV line. Fertility monitoring is a precision-dependent process requiring  
25 careful interpretation of ultrasound imaging, hormonal timing, and embryo development stages. The  
26 presence of an IV line during patient-facing medical care raised serious and immediate concerns  
27 regarding Acacio's physical condition and capacity to safely practice.

28 10. In addition, during 2024, allegations surfaced publicly through Acacio's former romantic partner

1 via social media platforms. Screenshots and postings circulated among patients accused Acacio of  
2 ongoing cocaine use, heavy alcohol consumption, and instability. While Plaintiffs do not rely solely on  
3 social media content for their claims, the substance of those public allegations was consistent with  
4 Acacio's admissions to the Medical Board and with the deterioration that patients personally observed in  
5 the clinic. Plaintiffs are informed and believe that Acacio's relationship with this former partner was  
6 volatile and that personal turmoil during this period contributed to escalating instability.

7 11. Patients undergoing fertility treatment in 2024 were never told that their physician had admitted  
8 cocaine use, was under investigation, or was experiencing documented psychiatric impairment. During  
9 this same period, numerous Plaintiffs underwent invasive and time-sensitive procedures, including  
10 ovarian stimulation, egg retrievals, embryo creation, and embryo transfers. Several Plaintiffs experienced  
11 failed transfers in 2024. At no time were they informed that the physician performing these procedures  
12 was struggling with substance abuse and mental health instability.

13 12. Embryo transfer is not a routine injection; it is a delicate, image-guided procedure requiring steady  
14 judgment, precise catheter placement, and optimal uterine timing. Subtle errors in technique or judgment  
15 can reduce implantation success. Patients were entitled to a sober, competent, unimpaired physician  
16 during these procedures. They were never given the opportunity to make an informed choice about  
17 whether to proceed under conditions of admitted cocaine use and escalating personal instability.

18 13. On or about December 17, 2024, the Medical Board of California received a complaint alleging  
19 that Acacio was using cocaine daily in or around 2024. Plaintiffs are informed and believe that the  
20 complaint was made by Acacio's former romantic partner, who alerted authorities to his cocaine use and  
21 related instability.

22 14. On or about February 25, 2025, Medical Board investigators went to Acacio's office and  
23 demanded that he submit to a urine test and undergo mental evaluations pursuant to Business and  
24 Professions Code section 820. During that encounter, Acacio admitted that he had used cocaine. Acacio  
25 refused to provide a urine sample that day.

26 15. On April 16, 2025, and again on August 14, 2025, a Board-appointed psychiatrist evaluated  
27 Acacio in person and conducted psychological testing. The psychiatrist concluded that Acacio had a  
28 mental condition affecting his ability to practice medicine safely.

1 16. Based on these findings, on October 8, 2025, the Office of Administrative Hearings issued an  
2 Interim Order Imposing Restrictions on Acacio’s Physician and Surgeon’s Certificate No. G80390.

3 17. The Order required Acacio to abstain completely from alcohol and controlled substances, submit  
4 to random biological fluid testing, and undergo psychiatric treatment. The Order expressly stated that it  
5 was issued in order to protect the public health, safety, and welfare.

6 18. Despite the issuance of this Interim Order, patients were never informed that their fertility  
7 physician had admitted cocaine use, had refused a Board-requested urine sample, and had been formally  
8 restricted due to a mental condition affecting his ability to practice medicine safely.

9 19. On December 30, 2025, Acacio tested positive for marijuana metabolites in violation of his  
10 probation. The Medical Board issued a formal Cease Practice Order prohibiting Acacio from engaging  
11 in the practice of medicine. The prior Order expressly prohibited Acacio from practicing medicine unless  
12 and until he completed thirty consecutive days of negative biological fluid testing and was authorized in  
13 writing to resume practice.

14 20. As of December 30, 2025 at 5:00 p.m., Acacio was legally prohibited from practicing medicine  
15 in the State of California.

16 **Practicing Medicine Without a License and Misrepresentations to Patients**

17 21. Plaintiffs are informed and believe that notwithstanding the Cease Practice Order, Acacio  
18 continued to participate in patient care in January 2026, including performing or participating in  
19 consultations, transvaginal ultrasounds, monitoring visits, fertility planning, and related medical services.

20 At least one patient underwent transvaginal ultrasound and active monitoring in early January 2026 while  
21 Acacio’s license was under active prohibition.

22 22. At no time were patients informed that Acacio’s license had been restricted in October 2025 or  
23 that he had been placed under a Cease Practice Order on December 30, 2025.

24 23. Instead, patients were told that Acacio was unavailable due to a “family emergency,” that  
25 schedules were being adjusted, or that transfers would be rescheduled, without disclosure of the Medical  
26 Board’s disciplinary action. This was particularly disruptive to many patients who had already started  
27 medications in anticipation of certain transfer date.

28 24. The Medical Board filed an Accusation seeking discipline against Acacio’s license based upon,

1 among other things, use of a controlled substance in a manner dangerous or injurious to himself or others,  
2 violation of statutes regulating controlled substances, and a mental condition affecting competency.

3 25. The Office of Administrative Hearings has set proceedings in the matter of Acacio, Brian David,  
4 M.D., Case No. 2025120230 (Agency No. 800-2024-114017), with a pre-hearing conference scheduled  
5 for June 12, 2026 at 10:00 a.m., and a full evidentiary hearing scheduled beginning August 11, 2026. The  
6 Medical Board is actively seeking further discipline, including revocation

7 26. The combination of documented cocaine use, refusal to submit to immediate testing, psychiatric  
8 findings of impaired competency, visible physical deterioration, IV use during clinic hours, public  
9 allegations of drug abuse, and subsequent Cease Practice Order demonstrates a physician spiraling out of  
10 control while continuing to perform fertility procedures. Plaintiffs are informed and believe that Acacio's  
11 impairment may have affected clinical judgment, procedure execution, and patient safety during 2024  
12 and 2025. Patients were never warned. Instead, they were reassured, charged for services, and encouraged  
13 to proceed with cycles that represented years of emotional and financial investment.

#### 14 **Financial Collapse and Eviction**

15 27. While Dr. Acacio was under scrutiny for substance abuse issues and alleged professional  
16 instability, the clinic itself was simultaneously collapsing financially. Public court records confirm that  
17 by late 2025 the landlord of the Laguna Niguel premises was forced to initiate an unlawful detainer action  
18 after Defendants failed to pay rent for more than a year.

19 28. On November 26, 2025, against Dr. Acacio and his practice, Mission Medical Investors, LLC  
20 filed an Unlawful Detainer – Commercial action in the Superior Court of California, County of Orange,  
21 Central Justice Center, Case No. 30-2025-01529074-CU-UD-CJC.

22 29. The landlord's sworn Declaration pursuant to Code of Civil Procedure § 585(d) establishes that  
23 Defendants failed to pay base rent and additional rent totaling \$243,464.81 for the period of December  
24 1, 2024 through November 30, 2025. When including holdover damages, penalties, and interest, the total  
25 damages owed was \$283,067.39.

26 30. The Declaration further confirms that Defendants were served with a notice to pay rent or quit on  
27 November 7, 2025, and that the delinquency persisted. The same Declaration states that the reasonable  
28 daily rental value of the premises was \$1,070.34 per day, and that holdover damages accrued through

1 January 6, 2026, bringing total rent and damages owed to \$283,067.39 as of that date.

2 31. On December 23, 2025, Plaintiff landlord filed a Request for Entry of Default after Defendants  
3 failed to respond. The court thereafter entered default against the named Defendants. The public record  
4 reflects that possession of the premises was regained by the landlord on or about January 6, 2026.

5 32. This was not a minor or temporary dispute. It was a sustained, year-long failure to pay rent  
6 exceeding a quarter of a million dollars, culminating in court-ordered default and eviction proceedings.

7 33. The Laguna Niguel premises housed the clinic's cryogenic storage systems, laboratory facilities,  
8 procedure rooms, and the embryos of numerous patients. Despite the ongoing unlawful detainer litigation,  
9 rent delinquency exceeding \$243,000, and eventual default, Defendants continued to operate as if  
10 financially stable.

11 34. At no time were patients informed that: 1) The clinic had failed to pay rent for over one year; 2)  
12 A notice to pay rent or quit had been served; 3) An unlawful detainer action had been filed in Orange  
13 County Superior Court; 4) Default had been entered against the clinic entities and Dr. Acacio; 5) The  
14 landlord had regained possession of the premises.

15 35. Instead, Defendants continued accepting deposits, initiating ovarian stimulation cycles,  
16 scheduling egg retrievals and embryo transfers, and collecting payments from patients during the  
17 pendency of the unlawful detainer action.

18 36. Plaintiffs are informed and believe that during this same period of mounting financial distress and  
19 litigation exposure, Defendants engaged in billing practices that included invoicing patients directly for  
20 services while also billing insurance carriers for overlapping or identical services, without transparent  
21 reconciliation of insurance reimbursements against patient charges.

22 37. The public court record establishes that Defendants' financial collapse was not sudden. The  
23 arrearage spanned twelve consecutive months. Yet patients were given no warning that the clinic storing  
24 their embryos was insolvent and facing eviction.

### 25 **The Secret Relocation of Embryos**

26 38. Facing court-ordered eviction from the Laguna Niguel facility and the loss of possession of the  
27 premises housing patients' embryos, Defendants made a unilateral decision that placed hundreds of  
28 cryopreserved embryos at immediate and unnecessary risk.

1 39. On or about December 17, 2025, defendant embryologist John Scodras, acting at the express  
2 direction and instruction of Acacio, removed multiple liquid nitrogen storage tanks containing patients'  
3 embryos from the Laguna Niguel clinic. Those tanks were physically loaded into a vehicle and  
4 transported approximately 160 miles — a roughly four-hour drive — from Orange County to Bakersfield.

5 40. Plaintiffs are informed and believe that members of clinic staff objected to this plan and raised  
6 concerns that patients should be notified before any transfer occurred. Plaintiffs are further informed and  
7 believe that those objections were dismissed and that Acacio refused to authorize notice to patients prior  
8 to the relocation.

9 41. No advance written notice was sent to patients. No telephone calls were made advising patients  
10 of an impending transport. No emergency disclosures were issued. No consent forms were circulated  
11 beforehand. Patients were not asked for authorization to relocate their embryos to Bakersfield. Patients  
12 were not given the opportunity to select an independent, accredited, third-party cryogenic transport  
13 provider. Patients were not given a choice to move their embryos elsewhere.

14 42. No commercial cryogenic shipping company or validated medical logistics provider was retained  
15 for this relocation. Instead, Plaintiffs are informed and believe that the embryos were transported  
16 internally by clinic personnel without independent third-party oversight.

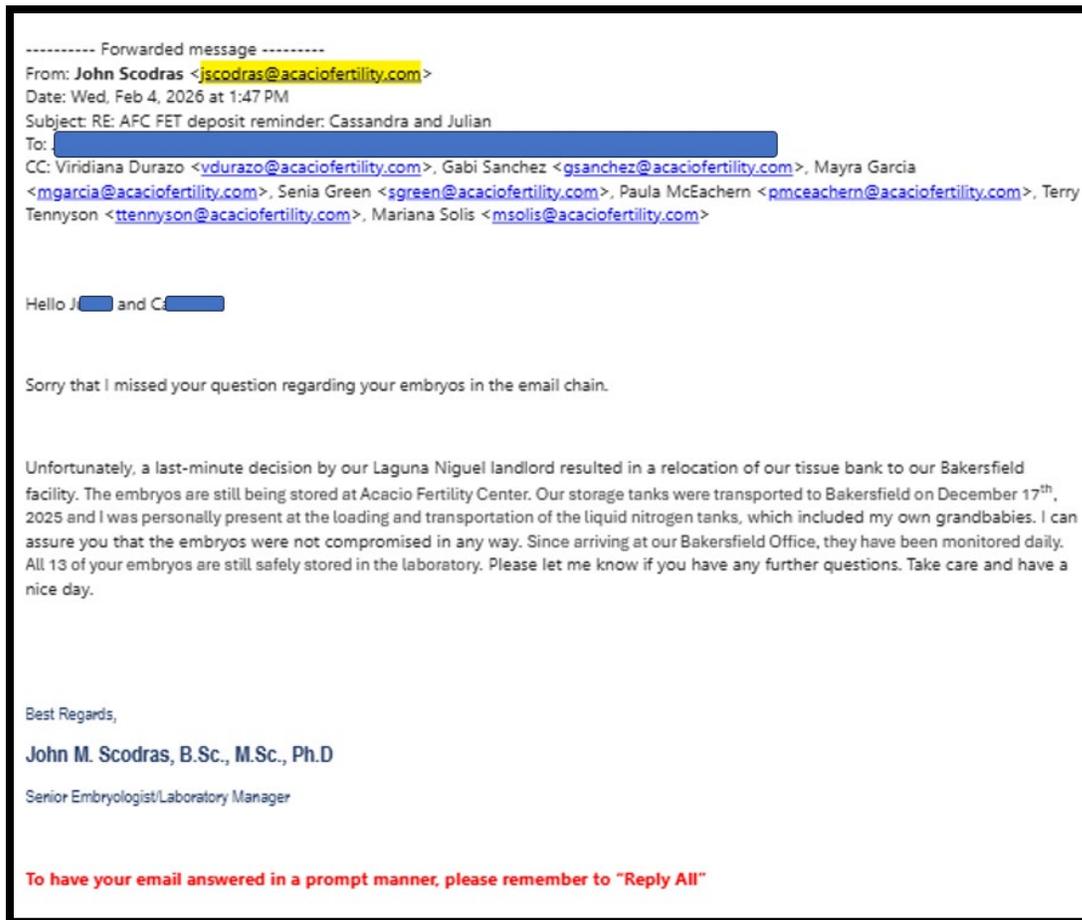
17 43. Cryopreserved embryos must remain continuously maintained at approximately minus 196  
18 degrees Celsius in liquid nitrogen in order to preserve viability. Even when performed properly, embryo  
19 transport is a high-risk event. Industry best practices require the use of validated dry vapor shippers,  
20 documented pre-cooling, temperature data loggers, shock detection monitors, tilt detection devices,  
21 tamper-evident seals, and complete chain-of-custody documentation. Each transfer should be  
22 accompanied by recorded temperature continuity data and written verification of nitrogen levels  
23 throughout transport.

24 44. Transporting embryos — even under optimal conditions — introduces measurable risk of  
25 temperature fluctuation, vibration stress, liquid nitrogen depletion, microfracture of cryo-straws, seal  
26 compromise, or human error during loading and unloading. Published embryology literature  
27 acknowledges that every transfer event carries some degree of risk and that minimizing transport is the  
28 standard of care whenever possible. Literature also shows that even if no identifiable event occurs,

1 transported embryos experience reduced implantation and live birth rates. The longer the distance  
2 transported, the bigger the impact on efficacy.

3 45. Plaintiffs are informed and believe that the relocation on December 17, 2025 did not utilize  
4 independent monitored shippers, did not include third-party chain-of-custody verification, and did not  
5 provide patients with contemporaneous temperature logs or shock-impact reports. Instead, patients  
6 learned after the fact — in some cases weeks later — that their embryos had already been moved.

7 46. After the fact, when finally confronted with the location of embryos, the Acacio office and  
8 embryologist John Scodras lied to their patients, stating that the unconsented-to relocation was due to “a  
9 last minute decision by our Laguna Niguel landlord.” Acacio and Scodras knew that this  
10 misrepresentation was untrue when they emailed multiple patients with this fiction:



26 47. Many patients discovered the relocation only when attempting to schedule transfers. Others  
27 learned through social media, internet forums, or word of mouth. To this day, Plaintiffs are informed and  
28 believe that many patients are still unaware that their embryos were relocated 160 miles away from the

1 original storage site. The relocation was not voluntary on the part of patients. It was not patient-driven. It  
2 was not disclosed. It was not consented to.

3 48. Defendants later attempted to justify the sudden relocation of hundreds of embryos by telling  
4 patients that the move was necessitated by a “last-minute landlord emergency” or an unexpected  
5 “decision” by the property owner. That explanation was materially false and misleading. Public court  
6 filings establish that the unlawful detainer action was filed on November 26, 2025, after Defendants had  
7 failed to pay rent for more than a year and were more than \$243,000 in arrears, exclusive of holdover  
8 damages and fees. The notice to pay rent or quit had been served weeks earlier, and default proceedings  
9 followed when Defendants failed to respond.

10 49. This was not a sudden landlord “decision.” It was the foreseeable and inevitable consequence of  
11 prolonged nonpayment and financial collapse. Defendants knew for months that eviction was imminent,  
12 yet they chose not to inform patients whose embryos were stored in that facility. Instead, they concealed  
13 the true reason for the move, mischaracterized it as an emergency beyond their control, and deprived  
14 patients of the opportunity to protect their reproductive property before it was relocated 160 miles away  
15 without consent.

#### 16 **Acacio Holds the Embryos Hostage Unless the Patients Waive their Rights**

17 50. After relocating Plaintiffs’ embryos without advance notice or consent, Defendants refused to  
18 return their embryos unless patients executed a sweeping Release agreement. The document requires  
19 patients to acknowledge that “viability of the Tissue is not guaranteed” when transport occurs. The form  
20 further requires patients to “release and forever hold harmless” Acacio and his clinic from any damage  
21 to the embryos or any harm his actions have caused. The document attempts to disclaim liability not only  
22 for transport, but broadly for “any and all liability of any nature whatsoever.”

23 51. Defendants’ own form acknowledges that transport of cryopreserved embryos is inherently risky  
24 and that improper handling can result in total destruction.

25 52. Yet Defendants demanded that patients sign this liability waiver after Defendants had already  
26 transported the embryos 160 miles away without consent and without using an independent commercial  
27 cryogenic transport company.

28 53. The form includes a notarization requirement, requiring patients to appear before a notary public

1 and formally acknowledge the release. Defendants required notarized signatures to retrieve property that  
2 had been relocated without consent in the first place. The notarized original also had to be delivered to  
3 Acacio's Bakersfield location. Plaintiffs are informed and believe, and thereupon allege, that the  
4 requirement to sign this Release was not only to try and avoid all liability by holding these embryos  
5 hostage, but to delay the process as long as possible.

6 54. This requirement is particularly egregious because no notarized consent was ever obtained before  
7 Defendants transported the embryos out of Orange County to Bakersfield on December 17, 2025. In other  
8 words, Defendants demanded a notarized liability release to undo a relocation that itself occurred without  
9 any written consent, notarized authorization, or documented patient approval.

10 55. Patients who refused to sign the release were told their embryos would not be transferred. The  
11 following are true and correct emails from Acacio, refusing to release the embryos without the notarized  
12 waiver of liability:

----- Forwarded message -----  
From: Viridiana Durazo <[vdurazo@acaciovf.com](mailto:vdurazo@acaciovf.com)>  
Date: Mon, Mar 2, 2026 at 11:42 AM  
Subject: RE: Follow Up  
To: Marina Reyes <[mrios2717@gmail.com](mailto:mrios2717@gmail.com)>  
CC: Gabi Sanchez <[gsanchez@acaciovf.com](mailto:gsanchez@acaciovf.com)>, Mariana Solis <[msolis@acaciovf.com](mailto:msolis@acaciovf.com)>

Good morning Marina and Jorge,

Unfortunately, your embryos can not be transfer to a different practice without the notarized consent.

Dr. Lin from PRF provided a form call "Specimen transfer from outside facility checklist" this form is asking for specific tests and information on your embryos to be review by RFC embryology lab, once the checklist is review, RFC lab will accept or decline to accept your embryos.

In order for our embryology lab to send all records, our lab needs to receive the original notarized consent first.

Don't hesitate to contact us with any questions.

*Sincerely,*  
*Viridiana Durazo, LVN*  
*IVF Coordinator*

**\*\*PLEASE "REPLY TO ALL" TO ENSURE TIMELY RESPONSE\*\***

  
Acacio  
FERTILITY CENTER  
Pathway to Parenthood

Acacio Fertility Center  
2225 19<sup>th</sup> St  
Bakersfield, CA 93301  
Ph# 661.326.8066  
Fax# 661. 843.7706  
[www.acaciovf.com](http://www.acaciovf.com)

1 **Transfer Embryo Request**

2 Viridiana Durazo <vdurazo@acaciovfertility.com>

Mon, Mar 2, 2026 at 10:08 AM

To: J [REDACTED]

3 Cc: Ar [REDACTED], Gabi Sanchez <gsanchez@acaciovfertility.com>, Mayra Garcia  
<mgarcia@acaciovfertility.com>, Senia Green <sgreen@acaciovfertility.com>, Terry Tennyson <ttennyson@acaciovfertility.com>, Mariana Solis <msolis@acaciovfertility.com>, John Scodras <jscodras@acaciovfertility.com>

4 Good morning A [REDACTED] and J [REDACTED],

5  
6 Unfortunately, your embryos can not be transfer to a different practice without the notarized consent.

7  
8 *Sincerely,*

9 *Viridiana Durazo, LVN*

10 *IVF Coordinator*

11 **\*\*PLEASE "REPLY TO ALL" TO ENSURE TIMELY RESPONSE\*\***

12 *Acacio*

13 FERTILITY CENTER

14 *Pathway to Parenthood*

15 Acacio Fertility Center

16 2225 19<sup>th</sup> St

17 Bakersfield, CA 93301

18 Ph# 661.326.8066

19 Fax# 661.843.7706

20 [www.acaciovfertility.com](http://www.acaciovfertility.com)

21 56. Some patients signed the document under extreme duress, while taking fertility medication, facing  
22 imminent transfer deadlines, active hormone cycles, and the risk of losing precious reproductive time.  
23 Others refused to sign. For those who refused, Defendants declined to release their embryos, effectively  
24 retaining possession of Plaintiffs' reproductive property.

25 57. This language is extraordinarily broad and attempts to retroactively insulate Defendants from  
26 claims arising from their own misconduct.

27 58. The form also shifts "any and all costs incurred in association with the transfer" to patients. Acacio  
28 has made it clear that its patients were responsible for all costs of transporting the embryos out of the

1 unauthorized Bakersfield relocation.

2 59. To make matters worse, Defendants have continued charging storage fees for embryos that were  
3 moved without consent and are being withheld pending execution of notarized liability waivers.

4 60. Defendants' conduct constitutes wrongful detention of Plaintiffs' property. Plaintiffs entrusted  
5 their embryos to a licensed fertility physician in Orange County. That physician secretly relocated them,  
6 concealed eviction proceedings, concealed license suspension, continued practicing without a license,  
7 and now refuses to return the embryos unless patients execute notarized releases waiving any and all  
8 liability.

9 61. The embryos are not fungible commodities. For many Plaintiffs, they represent their only  
10 remaining opportunity to have a biological child. The continued retention of these embryos under  
11 coercive conditions is outrageous, oppressive, and undertaken with conscious disregard for Plaintiffs'  
12 rights.

### 13 **The Damages Caused to Patients**

14 62. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and continue to  
15 suffer profound reproductive, emotional, and economic harm.

16 63. Plaintiffs entrusted Defendants with living human embryos created through IVF — embryos that,  
17 for many Plaintiffs, represent their only remaining opportunity to have a biological child. Cryopreserved  
18 embryos must be maintained at approximately minus 196 degrees Celsius in liquid nitrogen. Their  
19 viability depends upon uninterrupted ultra-low temperature stability, careful handling, and strict  
20 adherence to validated storage and transport protocols.

21 64. Scientific research in reproductive medicine demonstrates that additional manipulation,  
22 refreezing, thawing, or repeated handling of embryos is associated with reduced implantation rates and  
23 lower live birth rates compared to embryos that undergo a single controlled freeze cycle. Even absent a  
24 catastrophic thaw event, additional disturbance and handling introduce biological stress that can  
25 compromise cellular integrity and materially reduce the probability of successful implantation.

26 65. Proper embryo transport requires validated dry vapor cryogenic shippers, continuous temperature  
27 monitoring, shock and tilt detection, documented chain of custody, and strict procedural safeguards.  
28 Plaintiffs are informed and believe that Defendants did not utilize commercially validated cryogenic

1 transport services when embryos were removed from the Laguna Niguel clinic and transported  
2 approximately four hours north to Bakersfield. Instead, embryos were loaded into a truck and relocated  
3 without advance notice, without consent, and without providing documentation confirming uninterrupted  
4 temperature stability or validated transport conditions.

5 66. Plaintiffs do not know whether temperature continuity was maintained, whether nitrogen levels  
6 remained uninterrupted, whether tanks were opened or re-caned during transfer, or whether vibration or  
7 tilt compromised viability. Even a single uncontrolled or undocumented transport event materially  
8 reduces Plaintiffs' confidence in the viability and success probability of their embryos. For many  
9 Plaintiffs, these are their last embryos, and any reduction in viability diminishes their statistical chance  
10 of implantation and live birth.

11 67. In addition to biological harm and reduced reproductive opportunity, Plaintiffs suffered severe  
12 emotional distress as events unfolded. Plaintiffs residing in Orange County were abruptly informed that  
13 future appointments would now take place in Bakersfield, without explanation. They were not told that  
14 the Laguna Niguel clinic had been evicted for failure to pay rent for over a year. They were not told that  
15 their embryos had been relocated without consent. They were not told that their physician had admitted  
16 cocaine use, was under Medical Board discipline, and had been suspended from practice.

17 68. Instead, Plaintiffs learned the truth through internet searches, social media, public court filings,  
18 and Medical Board records. They discovered that the physician who performed their embryo transfers  
19 and ultrasounds had been abusing illegal drugs and alcohol and was spiraling personally and  
20 professionally during the period in which many Plaintiffs experienced failed transfers in 2024. Plaintiffs  
21 are informed and believe that impairment during delicate embryo transfer procedures can materially affect  
22 technique, judgment, and outcomes. Plaintiffs were never given the opportunity to make informed  
23 decisions regarding treatment under those circumstances.

24 69. After discovering that their embryos had been moved without consent, Plaintiffs demanded their  
25 return. Defendants refused to release the embryos unless Plaintiffs signed sweeping waivers relinquishing  
26 all legal claims. Plaintiffs were told, in substance, that they could retrieve their own embryos only if they  
27 agreed not to hold Defendants accountable.

28 70. These events have caused Plaintiffs anxiety, fear, sleeplessness, depression, humiliation, anger,

1 and profound psychological harm. Plaintiffs continue to live with uncertainty regarding the present  
2 condition and viability of their embryos. That uncertainty persists so long as Defendants retain control of  
3 the embryos and refuse unconditional release.

4 71. Plaintiffs have also incurred substantial financial damages, including costs of repeat IVF cycles,  
5 additional monitoring, consultations with new providers, embryo transfer fees, transport expenses, and  
6 out-of-pocket losses resulting from Defendants' double billing practices during the clinic's financial  
7 collapse.

8 72. Many patients had failed transfers during the period in which Acacio was abusing drugs and was  
9 mentally unstable. Plaintiffs are informed and believe that Acacio's transfer success rates dipped  
10 significantly below national average during this timeframe, and was a direct result of his personal and  
11 professional issues described herein—which were never disclosed to patients.

### 12 **The Victims of Acacio's Wrongdoing**

13 73. Monique Santos (born in 1991) and her husband, Mikhael Allen Santos, reside in Laguna Hills,  
14 California. Santos suffers from infertility and sought treatment with Dr. Brian Acacio in 2025 in hopes  
15 of conceiving her first child. On August 12, 2025, she underwent an egg retrieval that resulted in six eggs  
16 retrieved, five frozen, and three viable embryos. Santos had no prior children and understood that these  
17 embryos represented her opportunity to become a mother.

18 74. On November 4, 2025, Santos underwent an embryo transfer performed by Dr. Acacio. During  
19 that procedure, Santos observed behavior that she found inappropriate and deeply concerning. While she  
20 was in a vulnerable and emotionally significant medical moment, Dr. Acacio acted very oddly and  
21 strangely, commenting how he was attracted to a random woman in the parking lot and wanting to ask  
22 her to lunch. Santos experienced these remarks as unprofessional and distracting, particularly given the  
23 precision-dependent nature of embryo transfer. At the time, she did not know that Dr. Acacio had  
24 admitted to cocaine use earlier in 2025, was under Medical Board investigation, and would soon be placed  
25 under license restrictions.

26 75. The November 4, 2025 embryo transfer failed. Plaintiffs are informed and believe that at the time  
27 of Santos's transfer, Dr. Acacio was struggling with substance abuse and mental instability, as later  
28 reflected in Medical Board proceedings. Plaintiffs are further informed and believe that his impairment

1 may have affected his clinical judgment, focus, and technical precision during embryo transfer procedures  
2 performed in 2024 and 2025, including Santos’s November 4, 2025 transfer. Embryo transfer is a delicate,  
3 image-guided procedure requiring steady hands, careful catheter placement, accurate interpretation of  
4 ultrasound imaging, and precise timing. Even subtle deviations in technique can reduce implantation  
5 success. Santos was never informed that her physician had admitted cocaine use, refused a Board-  
6 requested urine test, or was under active investigation for substance abuse and mental condition affecting  
7 competency.

8 76. Following the failed November transfer, Santos and her husband planned to proceed with another  
9 retrieval in December 2025. Instead, they were repeatedly given shifting explanations and told there was  
10 a “family emergency.” Appointments were postponed. Ultimately, Santos learned that the Laguna Niguel  
11 office had closed and that embryos had been relocated to Bakersfield. She had not been notified in  
12 advance that her embryos would be transported approximately 160 miles away.

13 77. Santos later learned that Dr. Acacio’s license had been restricted in October 2025 and that a Cease  
14 Practice Order had been issued on December 30, 2025. She was never informed of these facts during  
15 active treatment. Santos was deprived of the opportunity to make an informed decision about whether to  
16 proceed with embryo transfer under those circumstances.

17 78. Her remaining embryos represent her opportunity to conceive. She entrusted them to a licensed  
18 fertility physician in Orange County, not to a clinic spiraling through financial collapse, regulatory  
19 discipline, and undisclosed instability. Plaintiffs are informed and believe that Dr. Acacio’s impairment  
20 and failure to disclose his condition directly compromised the integrity of the care provided to Santos,  
21 including the November 4, 2025 failed transfer.

22 79. Marina Reyes (born in 1987) and her husband, Jorge Reyes, reside in Bakersfield, California.  
23 After a prior tubal ligation, Reyes and her husband pursued IVF with Dr. Brian Acacio in order to  
24 conceive together. On December 6, 2025, Reyes underwent an egg retrieval that resulted in 25 eggs and  
25 ultimately two embryos — one healthy male embryo and one mosaic female embryo. The retrieval and  
26 transfer was performed in Laguna Niguel as Dr. Acacio’s Bakersfield location did not have the capability  
27 or equipment to perform such procedures or to store eggs or embryos.

28 80. On January 2, 2026, Reyes underwent a transvaginal ultrasound with cervical dilation performed

1 by Dr. Acacio as part of her embryo transfer preparation. At that time, however, Dr. Acacio had already  
2 been placed under a Cease Practice Order issued on December 30, 2025 prohibiting him from practicing  
3 medicine unless and until reinstatement conditions were satisfied. Plaintiffs are informed and believe that  
4 when Acacio performed and interpreted Reyes’s ultrasound on January 2, 2026, he was not legally  
5 authorized to practice medicine in the State of California.

6 81. Reyes was never informed that Acacio’s license had been restricted in October 2025 or that a  
7 Cease Practice Order had been issued days before her procedure. Later, transfer dates were repeatedly  
8 postponed under the explanation of a “family emergency.” Reyes continued taking birth control and paid  
9 for medications in preparation for transfer.

10 82. Reyes later learned that her embryos had been relocated from Laguna Niguel to Bakersfield  
11 without notice or consent. She had entrusted her embryos to a licensed fertility physician in Orange  
12 County. She was not told that he was under active Medical Board discipline, was legally prohibited from  
13 practicing, and was facing eviction proceedings at the time he continued to treat her.

14 83. Her two embryos represent her opportunity to have a child with her husband. She underwent  
15 invasive procedures and hormonal treatment under the care of a physician who, unbeknownst to her, was  
16 not legally permitted to practice medicine at the time he performed her January 2, 2026 ultrasound.

17 84. Anjili Puliyaanda-Soares (born in 1986) and her husband, James Soares, reside in Aliso Viejo,  
18 California. Puliyaanda-Soares suffers from PCOS and hormone-related fertility complications, and Soares  
19 has documented sperm morphology issues. The couple underwent IVF treatment with Dr. Acacio and  
20 currently have four embryos in storage, including three male embryos, two of which are mosaic. They  
21 have one child, born approximately ten months ago.

22 85. In January 2026, while preparing for further treatment, Puliyaanda-Soares was told that Dr. Acacio  
23 was unavailable due to a “family emergency” and that scheduling would be delayed until February. She  
24 later learned through a support group on Facebook that embryos had been relocated from Laguna Niguel  
25 to Bakersfield. She had not been notified in advance that her embryos might be moved approximately  
26 160 miles away.

27 86. Puliyaanda-Soares and Soares entrusted their remaining embryos to a licensed fertility clinic in  
28 Orange County. They were not informed of license discipline, eviction proceedings, or the unauthorized

1 relocation of embryos until after the fact. Their remaining embryos represent their opportunity to expand  
2 their family.

3 87. Ashleigh Huffman (born in 1983) resides in San Clemente, California with her spouse, L.M. This  
4 was their first IVF cycle. On November 8, 2025, Huffman underwent an egg retrieval that resulted in 26  
5 eggs and ultimately three embryos.

6 88. L.M. was scheduled for embryo transfer in early January 2026, but the appointment was abruptly  
7 pushed, and it was through these unexplained delays that they learned the Laguna Niguel office had  
8 closed. They had been told the laboratory would remain operational and were never informed of any  
9 financial instability or pending eviction. Huffman and L.M. used donor sperm purchased through a  
10 California sperm bank and relied on Cigna insurance benefits, which were largely exhausted through  
11 medications and procedures. They were later informed that their embryos would not be released for  
12 transfer to another clinic, including HRC, unless alleged outstanding balances were paid, effectively  
13 conditioning release of their embryos on payment of disputed charges. At no time were they informed  
14 that Dr. Acacio was under active Medical Board discipline or that embryos had been transported to  
15 Bakersfield.

16 89. Berenice Cervantes (born in 1988) and Curtis Hanson, residents of Tehachapi, California,  
17 entrusted their embryos and three vials of surgically retrieved sperm to Dr. Brian Acacio and Acacio  
18 Fertility Center. Mr. Hanson, age 55, had undergone a prior vasectomy and required a TESA procedure  
19 in order for the couple to conceive. One retrieval cycle at the Laguna Niguel location produced two  
20 embryos; a second retrieval on November 10, 2025 produced none. Those embryos and sperm represented  
21 the couple's limited opportunity to conceive together.

22 90. Throughout 2025, Cervantes and Hanson observed increasing instability in clinic operations.  
23 Medications were sent to the wrong pharmacy, appointments were delayed, and Dr. Acacio appeared  
24 agitated and short-tempered. In early January 2026, when Cervantes called regarding a scheduled embryo  
25 transfer, she was told there was a "family emergency" and that Acacio would not return in time. At no  
26 point were Cervantes or Hanson informed that Acacio's license had been restricted in October 2025 or  
27 that a Cease Practice Order had been issued on December 30, 2025.

28 91. Cervantes and Hanson later learned that on or about December 17, 2025, their embryos and sperm

1 had been transported approximately 160 miles from Laguna Niguel to Bakersfield without notice or  
2 consent. They were not asked for authorization, were not provided temperature logs or chain-of-custody  
3 documentation, and were not offered the opportunity to select an independent cryogenic courier. The  
4 relocation occurred while the Laguna Niguel facility was subject to an active unlawful detainer action for  
5 more than \$243,000 in unpaid rent, a fact never disclosed to them.

6 92. For Cervantes, who was 37 at the time of relocation, the two remaining embryos represent a time-  
7 sensitive and irreplaceable opportunity. The unauthorized transfer, concealment of eviction proceedings,  
8 and license discipline forced the couple to seek new providers and disrupted their reproductive plans.  
9 Their embryos remain under the control of the very physician who relocated them without consent.

10 93. Yesely Elizondo (born in 1993) and her husband, Pedro “Peter” Rodriguez, reside in Wasco,  
11 California. On November 8, 2025, Elizondo underwent an egg retrieval at the Laguna Niguel location  
12 with Dr. Acacio that resulted in twelve viable embryos. She has no children and previously suffered a  
13 miscarriage in 2023 and an ectopic pregnancy. An embryo transfer was scheduled for January 2026.

14 94. Elizondo was placed on birth control and prescribed Estradiol, Progesterone, and Lovenox in  
15 preparation for transfer. In January, she was told Dr. Acacio was out on a “family emergency,” and her  
16 transfer was postponed first to February and then to March. She was not informed that his license had  
17 been restricted in October 2025 or that a Cease Practice Order had been issued on December 30, 2025.

18 95. Elizondo later learned that her twelve embryos had been relocated approximately 160 miles from  
19 Laguna Niguel to Bakersfield without advance notice or consent. She was not provided transport  
20 documentation or temperature logs. She has since been forced to seek alternative care. Her embryos  
21 represent her only opportunity to conceive.

22 96. Noemi Ojeda (born in 1989) and her husband, Efrain Ojeda, reside in Wasco, California,  
23 approximately thirty minutes from Bakersfield. After three years of failed attempts to conceive, including  
24 unsuccessful IUIs, Ojeda was diagnosed with endometriosis and blocked fallopian tubes and was told  
25 IVF was her only option. She underwent one retrieval cycle with Dr. Acacio at the Laguna Niguel  
26 location, resulting in three male embryos, including one highest-grade embryo.

27 97. Two embryos were transferred in August 2024, resulting in twin boys who were born prematurely  
28 and required a one-month NICU stay due to complications including preeclampsia. One embryo remains

1 in storage. Ojeda was initially told her embryos were stored in Laguna Niguel and was not notified when  
2 embryos were relocated. She later confirmed that her remaining embryo is now in Bakersfield.

3 98. Ojeda always intended to have a third child. The remaining embryo represents her final  
4 opportunity. She was never informed of license restrictions, eviction proceedings, or the unauthorized  
5 relocation of embryos prior to learning that they had been moved.

6 99. Emilie Gernandt (born in 1991) and her husband, Christopher Gonzalez, reside in San Diego  
7 County, California. Gernandt underwent fertility treatment with Dr. Brian Acacio after five failed IUIs  
8 between 2023 and 2024. In April 2024, she had an egg retrieval at the Laguna Niguel clinic, followed by  
9 a June 2024 embryo transfer that resulted in miscarriage. At the time of relocation, approximately  
10 fourteen embryos remained in storage, only two of which were genetically tested. These embryos  
11 represent the couple's remaining reproductive opportunity.

12 100. During her treatment, Gernandt became aware of internal instability at the clinic. She was  
13 informed by a former LVN that staff had left amid concerns about Acacio's conduct and substance abuse.  
14 She learned the clinic had not paid rent for months and had received an eviction notice, facts never  
15 disclosed to patients. In January 2026, she was told by staff that embryos had been transported to  
16 Bakersfield by John Scodras. She did not consent to the relocation and was never provided documentation  
17 confirming proper transport protocols.

18 101. Gernandt was not informed that Acacio was under Medical Board discipline, facing  
19 eviction, or relocating embryos without consent. She does not know with certainty where all of her  
20 embryos are or whether proper safeguards were followed. The concealment of these material facts and  
21 the unauthorized relocation of her embryos have caused Gernandt and Gonzalez significant emotional  
22 distress and disruption of their reproductive plans.

23 102. Michelle Husted (born in 1988) and her husband, Alan Husted, reside in Rancho Mission  
24 Viejo, California. Prior medical complications including a ruptured appendix, sepsis, and significant  
25 adhesions, Michelle underwent IVF with Dr. Brian Acacio. One retrieval produced four embryos, leaving  
26 one remaining female embryo in storage.

27 103. On February 6, 2026, after learning from a coworker that embryos had been moved,  
28 Michelle contacted the Bakersfield office and spoke directly with embryologist John Scodras. Scodras

1 confirmed that the embryos had been transported on December 17, 2025, and stated that he personally  
2 oversaw the loading and transport of the tanks.

3 104. Michelle had never been notified that the Laguna Niguel office was closing or that her  
4 embryo would be relocated approximately 160 miles away. She was told the office had to “shut down  
5 overnight” due to rent issues, leaving no time to notify patients.

6 105. Michelle is a registered nurse and immediately recognized the seriousness of relocating  
7 cryopreserved embryos without patient consent or documented safeguards. She continues to pay storage  
8 fees and was never informed of Dr. Acacio’s license restrictions, suspension, eviction proceedings, or the  
9 unauthorized relocation before discovering it herself. The concealment of these material facts and the  
10 forced relocation of her only remaining embryo have caused significant emotional distress and  
11 uncertainty regarding the safety and viability of that embryo.

12 106. A.A., J.A., J.B., A.Am., F.C., A.C., C.C., R.W., Y.D., B.P., J.D., S.D., B.G., M.G., H.H.,  
13 T.W., K.I., C.I., T.K., M.K., J.K., R.K., Y.L., G.H., C.M., U.M., C.N., J.M., E.R., D.R., S.T., R.M., C.W.,  
14 and K.W. reside in Orange County or surrounding Southern California communities, not in Bakersfield.  
15 These households sought treatment at the Laguna Niguel location and entrusted their embryos to a fertility  
16 practice operating in Orange County. They were not informed of the clinic’s financial instability, eviction  
17 proceedings, Medical Board discipline, or the unauthorized relocation of embryos to Bakersfield. Like  
18 the named Plaintiffs above, they experienced delayed transfers, unexplained cancellations attributed to  
19 “family emergencies,” failure to disclose license suspension, and the subsequent demand that they sign  
20 liability waivers to retrieve their embryos. Each has suffered reproductive disruption, emotional distress,  
21 and financial harm arising from the same course of conduct described herein. Several of these plaintiffs  
22 underwent unsuccessful embryo transfers in 2024 and 2025, during the period in which Dr. Acacio was  
23 abusing controlled substances and experiencing documented personal and professional instability.

24 **Unknown Defendants and Co-Conspirators**

25 107. Plaintiffs do not know the true names and capacities of those Defendants designated as  
26 DOES 1 through 100, Inclusive, but alleges that each of said fictitiously named Defendants was  
27 negligently and unlawfully responsible for the events hereinafter described and for the injuries and  
28 damages sustained by Plaintiff. Plaintiff will ask leave of court to amend this allegation when the identity

1 of each said fictitiously named Defendants has been ascertained.

2 108. Plaintiff is informed and believes and thereon alleges that each of the Defendants sued  
3 herein as a DOE is responsible in some manner for the events and happenings herein referred to, thereby  
4 contributing as a substantial factor in bringing about the injuries and damages to Plaintiff as herein  
5 alleged.

6 109. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,  
7 Defendants DOES 1 through 25 were fertility physicians, fertility clinics, and other professionals who  
8 provided fertility services to couples in Orange County out of offices also located in Orange County and  
9 were licensed by the State of California to practice their specialty in said state, to possess that degree of  
10 skill, ability, and learning common to practitioners in said community.

11 110. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,  
12 Defendants DOES 26 through 50, Inclusive, were and now are embryologists, physicians, medical  
13 corporations, health maintenance organizations, surgeons, surgical nurses and technicians, office  
14 personnel, physical therapists, and paramedical professionals licensed by the State of California to  
15 practice their specialty in said state, with offices located within the County of Orange State of California,  
16 and that each of them has held him or herself out to the public, including Plaintiff, to possess that degree  
17 of skill, ability, and learning common to practitioners in said community.

18 111. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,  
19 Defendants DOES 50 through 75, Inclusive, were and now are medical clinics, medical hospitals, health  
20 care systems, emergency medical facilities, and industrial medical facilities licensed to provide hospital  
21 and medical services in the County of Orange, State of California to which members of the public were  
22 and are invited, including Plaintiff.

23 112. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,  
24 Defendants DOES 76 through 85, Inclusive, were and are product providers, manufacturers, or in some  
25 way in the stream of commerce relative to a defective and/or unsafe product which caused or contributed  
26 to Plaintiff's injuries as alleged more fully below.

27 113. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each  
28 ACACIO FERTILITY CENTER, INC.; BRIAN DAVID ACACIO, M.D.; BRIAN DAVID ACACIO,

1 M.D., A PROFESSIONAL CORPORATION; JOHN SCADROS, PhD. and DOES 1 through 100,  
2 Inclusive, was the agent, servant, representative, partner, or employee of each of their co-Defendants, and  
3 in doing the things alleged in this Complaint, was acting within the course and scope of his, her, or its  
4 authority as such agent, servant, representative, partner or employee of their co-Defendants.

5 **FIRST CAUSE OF ACTION**

6 **(Negligence against all Defendants)**

7 114. All Plaintiffs re-alleges and incorporates by reference all prior paragraphs as though set  
8 forth at length herein.

9 115. Plaintiffs engaged for compensation the services of Defendants to examine, diagnose,  
10 prescribe medicines for, perform surgery on, treat, handle, control, and seek competent consultant advice  
11 for the care, treatment, and diagnosis of a medical problem involving Plaintiff's well-being, as well as to  
12 perform necessary tests, therapies, and surgeries for the treatment of said problem if same were required.

13 116. Defendants undertook to handle and control the care and treatment of Plaintiffs and to  
14 seek whatever consultant advice was reasonably necessary for the treatment of Plaintiffs.

15 117. In the aforementioned examinations, diagnoses, prescriptions of medicines and drugs,  
16 surgery and the handling and control of the care and treatment of Plaintiffs, Defendants negligently and  
17 tortiously failed to possess or exercise that degree of knowledge or skill that would ordinarily be  
18 possessed and exercised by physicians, embryologists, and others engaged in said professions in the same  
19 locality as Defendants, in that said Defendants negligently failed to properly and correctly diagnose,  
20 render care and treatment to, perform proper surgery on, and prescribe and administer medicine and drugs  
21 for the condition of Plaintiffs.

22 118. Specifically, Defendants were negligent in that they: (a) performed and/or participated in  
23 embryo transfers, ultrasounds, monitoring visits, consultations, and fertility procedures while Defendant  
24 Acacio was abusing controlled substances and while his license was restricted and/or suspended by the  
25 Medical Board of California; (b) failed to disclose to Plaintiffs that Acacio had admitted cocaine use,  
26 refused Board-requested testing, was under active investigation, was subject to an Interim Order  
27 Imposing Restrictions, and was later subject to a Cease Practice Order prohibiting him from practicing  
28 medicine; (c) unlawfully practiced medicine after December 30, 2025, including performing and

1 interpreting transvaginal ultrasounds and treatment planning while not legally authorized to do so; (d)  
2 failed to exercise due care, focus, and professional judgment during delicate embryo transfer procedures  
3 in 2024 and 2025; (e) failed to maintain stable and competent clinical operations during a period of known  
4 financial collapse and pending eviction; (f) concealed from Plaintiffs that the Laguna Niguel facility  
5 housing their embryos had been subject to prolonged nonpayment of rent and active unlawful detainer  
6 proceedings; (g) relocated Plaintiffs' cryopreserved embryos approximately 160 miles from Laguna  
7 Niguel to Bakersfield on or about December 17, 2025 without prior notice, without informed consent,  
8 without utilizing an independent validated cryogenic transport service, and without providing temperature  
9 logs, chain-of-custody documentation, or confirmation of uninterrupted liquid nitrogen stability; (h)  
10 exposed Plaintiffs' embryos to unnecessary transport risk despite knowing that embryo viability depends  
11 upon uninterrupted ultra-low temperature maintenance; (i) demanded that Plaintiffs execute sweeping  
12 liability waivers, including notarized releases, as a condition of retrieving their own embryos; (j) refused  
13 to release embryos to certain Plaintiffs who declined to sign such waivers; and (k) engaged in double  
14 billing and improper financial practices during the period of financial distress, including billing both  
15 insurance carriers and patients directly for the same services. Each of the foregoing acts and omissions  
16 fell below the standard of care and directly and proximately caused harm to Plaintiffs.

17 119. Defendants also negligently performed transfers on several of the Plaintiffs in 2024 and  
18 2025, resulting in those transfers not being successful.

## 19 **SECOND CAUSE OF ACTION**

### 20 **(Injunctive Relief – Against All Defendants)**

21 63. Plaintiffs reallege and incorporate by reference all preceding paragraphs.

22 120. Plaintiffs are the lawful owners of their embryos. Defendants presently retain possession  
23 and control of those embryos at a facility in Bakersfield, California.

24 121. Defendants removed Plaintiffs' embryos from the Laguna Niguel clinic without advance  
25 notice and without Plaintiffs' consent.

26 122. Plaintiffs have demanded the immediate and unconditional release of their embryos to  
27 qualified facilities of their choosing.

28 123. Defendants have refused to release the embryos unless Plaintiffs execute sweeping

1 liability waivers relinquishing all legal claims against Defendants.

2 124. Plaintiffs' embryos are unique, irreplaceable biological property. For many Plaintiffs, they  
3 represent their only remaining opportunity to have a biological child.

4 125. Monetary damages cannot adequately compensate for loss of viability, degradation,  
5 destruction, diminished reproductive opportunity, or the continued risk created by Defendants' control.

6 126. Defendants' continued detention of Plaintiffs' embryos, and refusal to provide full  
7 documentation of storage conditions and transport history, creates an ongoing and irreparable risk of  
8 harm.

9 127. Plaintiffs therefore seek immediate equitable relief compelling Defendants to:

- 10 a. Unconditionally release Plaintiffs' embryos to Plaintiffs or to facilities designated by  
11 Plaintiffs;
- 12 b. Pay and/or reimburse fully the amounts paid to third-party licensed parties who specialize  
13 in the transfer of genetic material such as embryos;
- 14 c. Provide complete documentation of storage conditions, nitrogen levels, tank  
15 identification, and full chain-of-custody history;
- 16 d. Permit independent inspection prior to transfer;
- 17 e. Cease conditioning release upon execution of notarized liability waivers.

18 **THIRD CAUSE OF ACTION**

19 **(Lack of Informed Consent – Against All Defendants)**

20 128. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
21 set forth herein.

22 129. A physician has a duty to disclose all material information that a reasonable patient would  
23 consider significant in deciding whether to undergo medical treatment, continue treatment, or entrust  
24 reproductive material to a medical facility.

25 130. During 2024 and 2025, Defendant Acacio was abusing illegal drugs and alcohol and was  
26 under active investigation by the Medical Board of California. He admitted to cocaine use, refused Board-  
27 requested testing, and was later determined to suffer from a mental condition affecting his ability to  
28 practice medicine safely.

1       131.       Beginning October 8, 2025, Acacio was subject to a formal Interim Order Imposing  
2 Restrictions requiring abstinence from substances and biological testing.

3       132.       On December 30, 2025, a Cease Practice Order was issued prohibiting Acacio from  
4 practicing medicine unless and until reinstatement conditions were satisfied.

5       133.       These facts were material to Plaintiffs’ decisions to undergo embryo retrievals, embryo  
6 transfers, ultrasounds, monitoring procedures, medication cycles, and continued storage of embryos at  
7 Defendants’ facility.

8       134.       A reasonable fertility patient would not consent to treatment by a physician who had  
9 admitted cocaine use, was under active Medical Board discipline, was practicing under license  
10 restrictions, or was prohibited from practicing medicine altogether.

11       135.       Acacio and the clinic failed to disclose these material facts to Plaintiffs. Instead,  
12 appointments were postponed or cancelled with explanations such as “family emergency,” while  
13 Plaintiffs continued treatment without knowledge of the true circumstances.

14       136.       In addition, Plaintiffs were never informed that the Laguna Niguel clinic was subject to  
15 prolonged nonpayment of rent, pending eviction proceedings, and imminent closure. Those facts were  
16 likewise material to any decision to continue storing embryos at that location.

17       137.       Most significantly, Plaintiffs were never informed — and never provided consent — that  
18 their cryopreserved embryos would be removed from the Laguna Niguel facility by Defendant John  
19 Scadros and transported approximately 160 miles to Bakersfield on or about December 17, 2025.

20       138.       Consent is required before transferring stored reproductive material. Embryos are not  
21 fungible property; they represent living human embryos created through invasive medical procedures and  
22 substantial expense. Plaintiffs were entitled to advance notice, material disclosure of risks, and the  
23 opportunity to select an independent, validated cryogenic transport provider.

24       139.       No such disclosure was made. Plaintiffs were not informed of the relocation in advance.  
25 They were not asked for authorization. They were not provided transport protocols, temperature logs,  
26 chain-of-custody documentation, or proof of uninterrupted cryogenic stability.

27       140.       A reasonable patient would consider it material that embryos were being transported  
28 outside the original facility, during a period of eviction, without use of an independent commercial

1 cryogenic courier, and under circumstances involving financial collapse and regulatory discipline.

2 141. After relocating the embryos without consent, Defendants attempted to condition release  
3 of the embryos on execution of sweeping liability waivers, including notarized release documents  
4 relinquishing “any and all claims” related to storage and transport. This further underscores that  
5 Defendants understood transport carried risk and legal exposure.

6 142. Plaintiffs did not provide informed consent to treatment under impairment, did not provide  
7 informed consent to treatment under license restriction or suspension, did not provide informed consent  
8 to continued storage at an insolvent and soon-to-be-evicted facility, and did not provide consent to  
9 transport of their embryos to Bakersfield.

10 143. Had Plaintiffs been informed of these material facts, they would not have proceeded with  
11 treatment under Acacio, would not have continued storage at the Laguna Niguel clinic, and would not  
12 have allowed Defendants to control or relocate their embryos.

13 144. As a direct and proximate result of Defendants’ failure to obtain informed consent,  
14 Plaintiffs have suffered loss of reproductive opportunity, diminished embryo viability confidence,  
15 emotional distress, financial loss, and damages in an amount according to proof, but in excess of the  
16 jurisdictional minimum of this Court.

17 **FOURTH CAUSE OF ACTION**

18 **(Concealment - Against All Defendants)**

19 145. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
20 set forth herein.

21 146. Defendants possess superior and exclusive knowledge of the material facts concealed from  
22 Plaintiffs, including the full scope of Medical Board communications, internal laboratory transport  
23 decisions, financial records relating to eviction proceedings, temperature maintenance logs, chain-of-  
24 custody documentation, and internal communications regarding embryo relocation. Plaintiffs, by  
25 contrast, have been left in the dark regarding critical information affecting their reproductive material and  
26 medical care. Plaintiffs’ inability to access these facts prior to disclosure was the direct result of  
27 Defendants’ concealment and control over the information. Accordingly, Plaintiffs were justified in  
28 relying upon Defendants’ omissions and representations, and could not have discovered the concealed

1 facts through reasonable diligence prior to learning of them through public records and third-party  
2 sources.

3 147. Defendants owed Plaintiffs a duty to disclose material facts affecting Plaintiffs' health,  
4 treatment decisions, bodily autonomy, and control over their reproductive material. Plaintiffs reasonably  
5 expected that Defendants would disclose all material information that a reasonable fertility patient would  
6 consider significant in deciding whether to undergo treatment, continue care, pay for services, entrust  
7 embryos for storage, or consent to relocation of embryos.

8 148. Defendants knew, or had reason to know, that Plaintiffs did not have knowledge of  
9 material facts relating to their medical care, storage of embryos, and relocation of reproductive tissue.  
10 Defendants further knew that Plaintiffs were unaware that Dr. Brian David Acacio had admitted cocaine  
11 use, was under active Medical Board investigation, and was suffering from a mental condition affecting  
12 his ability to practice medicine safely; that he had been placed under formal Interim Restrictions on  
13 October 8, 2025; that a Cease Practice Order was issued on December 30, 2025 prohibiting him from  
14 practicing medicine; that the Laguna Niguel clinic was in severe financial distress, had failed to pay rent  
15 for more than a year, and was subject to an unlawful detainer action and eviction; and that Plaintiffs'  
16 embryos were relocated on or about December 17, 2025 approximately 160 miles away to Bakersfield  
17 without advance notice, without consent, and without providing documentation confirming uninterrupted  
18 cryogenic safeguards.

19 149. Defendants actively concealed these facts. Instead of providing full disclosure, Defendants  
20 informed Plaintiffs that Dr. Acacio was unavailable due to a "family emergency," rescheduled  
21 appointments without explanation, continued to accept payments and initiate treatment cycles, and failed  
22 to disclose that Acacio's license had been restricted and later suspended. Defendants did not inform  
23 Plaintiffs that the Laguna Niguel facility was facing eviction proceedings, nor did they inform Plaintiffs  
24 before removing cryogenic storage tanks and transporting embryos to Bakersfield. Plaintiffs were not  
25 provided temperature logs, chain-of-custody documentation, or third-party transport verification after  
26 relocation. Only after relocation did Defendants condition release of embryos on Plaintiffs signing  
27 sweeping liability waivers relinquishing all claims.

28 150. Embryologist John M. Scodras, acting at the direction of Acacio and in his leadership role

1 within the laboratory, knew that embryos were being relocated and knew that Plaintiffs had not been  
2 informed beforehand. Scodras further knew that cryopreserved embryos require strict adherence to  
3 validated cryogenic transport standards and that relocation without full disclosure and documented  
4 safeguards presented risk. Despite this knowledge, Scodras failed to notify Plaintiffs, failed to obtain  
5 consent, and participated in the concealment of material facts regarding relocation and storage conditions.

6 151. Plaintiffs reasonably and justifiably relied on Defendants' omissions and representations.  
7 Plaintiffs were uniquely dependent upon Defendants for accurate and complete information regarding  
8 their medical care, the regulatory status of their physician, the operational stability of the clinic, and the  
9 location and condition of their embryos. Plaintiffs did not have equal access to the concealed information  
10 and could not have discovered it through ordinary diligence before Defendants' concealment was exposed  
11 through public court filings, Medical Board records, and third-party sources. Plaintiffs continued  
12 treatment, continued storage, paid fees, refrained from transferring embryos earlier, and submitted to  
13 medical procedures in reliance on Defendants' silence and misleading explanations.

14 152. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs were  
15 deprived of the opportunity to make informed decisions regarding their reproductive care and the custody  
16 of their embryos. Plaintiffs suffered reproductive disruption, emotional distress, anxiety, loss of  
17 reproductive opportunity, financial losses, and exposure to unnecessary risk associated with unauthorized  
18 embryo relocation. Plaintiffs were further coerced into considering or signing liability waivers as a  
19 condition of retrieving their own reproductive material. Plaintiffs have suffered damages in an amount to  
20 conform to proof at trial, but in excess of jurisdictional minimums.

21 **FIFTH CAUSE OF ACTION**

22 **(Intentional Misrepresentation - Against All Defendants)**

23 153. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
24 set forth herein. Defendants, including Dr. Brian David Acacio and Acacio Fertility Center and their  
25 agents, made affirmative representations to Plaintiffs regarding the safety, stability, and continuity of  
26 fertility treatments, storage, and clinical operations, including but not limited to, statements that Dr.  
27 Acacio would be available to perform procedures, that the clinic's laboratory would remain operational,  
28 and that routine scheduling and embryo transfer plans were proceeding normally. Defendants also made

1 representations about the reason for rescheduling or cancelling appointments, including explanations such  
2 as a “family emergency,” without disclosing the true underlying circumstances. Defendants further  
3 represented that embryo storage and transfer would be handled competently and safely and that patients  
4 would be notified of any significant changes.

5 154. At the time these representations were made, Defendants knew the representations were  
6 false or made them with conscious disregard for their truth. Defendants knew, or were reckless in not  
7 knowing, that Dr. Acacio had admitted to cocaine use, was under active Medical Board investigation and  
8 discipline, was subject to Interim Restrictions beginning October 8, 2025, was prohibited from practicing  
9 medicine as of December 30, 2025, and that the Laguna Niguel clinic was insolvent, subject to unlawful  
10 detainer proceedings, and facing eviction. Defendants also knew that Plaintiffs had not been informed in  
11 advance of the relocation of embryos to Bakersfield on or about December 17, 2025, that validated  
12 cryogenic transport safeguards were not followed, and that Plaintiffs had not provided consent for such  
13 relocation.

14 155. Defendants made these representations with the intent that Plaintiffs would rely on them  
15 in deciding whether to continue treatment, continue storage at the clinic, proceed with embryo transfers,  
16 pay for services, and refrain from timely seeking alternative arrangements for embryo custody and  
17 transport. Plaintiffs, unaware of the concealed facts, reasonably and justifiably relied on Defendants’  
18 representations. Plaintiffs did not know and could not reasonably have known that the representations  
19 were false because Defendants had exclusive access to information regarding Medical Board restrictions,  
20 eviction filings, and the relocation of embryos. Plaintiffs continued to schedule procedures, remain in  
21 treatment, pay fees, and allow storage and relocation of embryos in reliance on Defendants’  
22 representations.

23 156. As a direct and proximate result of Defendants’ intentional misrepresentations, Plaintiffs  
24 suffered and continue to suffer reproductive disruption, loss of reproductive opportunity, financial losses,  
25 emotional distress, anxiety, and ongoing uncertainty regarding the viability and location of their embryos.  
26 Plaintiffs have suffered damages in an amount to conform to proof at trial, but in excess of jurisdictional  
27 minimums.  
28

1  
2 **SIXTH CAUSE OF ACTION**

3 **(Negligent Misrepresentation - Against All Defendants)**

4 157. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
5 set forth herein. At all relevant times, Defendants, including Dr. Brian David Acacio, Acacio Fertility  
6 Center, and their agents, supplied information to Plaintiffs concerning the status, stability, and safety of  
7 fertility treatments, embryo storage, transfers, scheduling, and clinic operations. These representations  
8 included implied and express assurances that treatment was proceeding normally, that the Laguna Niguel  
9 facility was operational, that embryos would be properly stored and cautioned during any relocation, and  
10 that Plaintiffs would be informed of significant adverse developments affecting care, embryo  
11 safekeeping, clinic licensing, or operational stability. Defendants also provided scheduling information,  
12 explanations for rescheduled visits, and instructions for embryo transfer preparation, which Plaintiffs  
13 reasonably interpreted as accurate and complete clinical guidance.

14 158. At the time the information was provided, Defendants did not possess reasonable grounds  
15 for believing the representations to be true. Defendants made these representations without exercising  
16 reasonable care in ascertaining their truth, given that they knew or reasonably should have known that  
17 Dr. Acacio was under active Medical Board investigation, had admitted to cocaine use, was subject to  
18 interim disciplinary restrictions beginning October 8, 2025, and had been prohibited from practicing as  
19 of December 30, 2025. Defendants also knew, or reasonably should have known, that the clinic was in  
20 severe financial distress, subject to an unlawful detainer action, and facing eviction, and that embryos  
21 were being relocated to Bakersfield without prior notice or documented cryogenic safeguards. Yet  
22 Defendants continued to provide information to Plaintiffs as though operations were stable and normal.

23 159. Plaintiffs justifiably relied on Defendants' representations because Plaintiffs were  
24 dependent on Defendants for accurate information about medical care, embryo storage, and procedural  
25 planning, and because Plaintiffs lacked access to the hidden facts regarding regulatory discipline, eviction  
26 proceedings, and relocation of reproductive tissue. Plaintiffs' reliance on Defendants' representations  
27 was reasonable in light of the special relationship between fertility patients and the clinic, in which  
28 Plaintiffs reasonably expected that material developments affecting treatment and embryo custody would

1 be disclosed in a timely and complete manner.

2 160. As a direct and proximate result of Defendants' negligent misrepresentations, Plaintiffs  
3 suffered and continue to suffer reproductive disruption, loss of reproductive opportunity, financial losses,  
4 emotional distress, and ongoing uncertainty regarding the condition and viability of their embryos.  
5 Plaintiffs have incurred additional expenses seeking alternative care, monitoring, consultations, embryo  
6 transport arrangements, and storage at new facilities in reliance on the information provided by  
7 Defendants. Plaintiffs have suffered damages in an amount to conform to proof at trial, but in excess of  
8 jurisdictional minimums.

9 **SEVENTH CAUSE OF ACTION**

10 **(Medical Battery - Against All Defendants)**

11 161. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
12 set forth herein. Plaintiffs did not, at any time, consent to the removal, relocation, or transport of their  
13 cryopreserved embryos to a different facility, to Bakersfield, or to any other location. Plaintiffs entrusted  
14 their embryos to Defendants for storage at the Laguna Niguel clinic under specific professional  
15 arrangements that did not include transfer away from that location without Plaintiffs' advance written  
16 informed consent. Transporting embryos for relocation to a facility that Plaintiffs did not authorize  
17 constituted a substantially different and unexpected intrusion into Plaintiffs' reproductive autonomy and  
18 control over their reproductive material, separate and distinct from the embryo storage services Plaintiffs  
19 had agreed to receive.

20 162. Defendants intentionally caused harmful or offensive contact with Plaintiffs' reproductive  
21 tissue by removing the embryos from the Laguna Niguel facility and transporting them approximately  
22 160 miles to Bakersfield without first obtaining Plaintiffs' consent, authorization, or written agreement.  
23 Embryos are living human embryos created through IVF, stored in liquid nitrogen at ultra-low  
24 temperature conditions, and Plaintiffs maintained a reasonable expectation that Defendants would not  
25 remove, relocate, or interfere with their embryos absent express consent. At no time did Plaintiffs consent  
26 to any relocation or transport of their embryos, and the relocation was substantially different from any  
27 handling or storage activity contemplated when Plaintiffs agreed to the original storage and treatment  
28 arrangements.

1 163. Defendants' conduct was willful in that it was undertaken with knowledge that Plaintiffs  
2 had not consented to the relocation or transport of embryos, and with conscious disregard for Plaintiffs'  
3 reproductive autonomy, legal rights, and express lack of authorization. Plaintiffs were harmed by  
4 Defendants' conduct because the relocation disrupted Plaintiffs' reproductive plans, imposed risk to  
5 embryo viability, deprived Plaintiffs of control over their own reproductive material, and forced Plaintiffs  
6 to expend additional time, expense, and effort to secure alternative storage and transfer arrangements.

7 164. As a direct and proximate result of Defendants' intentional and non-consensual removal  
8 and transport of Plaintiffs' embryos, Plaintiffs have suffered and continue to suffer reproductive  
9 disruption, emotional distress, loss of opportunity, financial loss, and other damages.

10 165. Defendants' conduct of stealing the embryos and holding them hostage **without any**  
11 **consent whatsoever** was malicious, fraudulent, and oppressive.

## 12 **EIGHTH CAUSE OF ACTION**

### 13 **(Conversion - Against All Defendants)**

14 166. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
15 set forth herein. Plaintiffs entrusted Defendants with possession and custody of their cryopreserved  
16 embryos created through in vitro fertilization. At all relevant times, Plaintiffs owned or had a superior  
17 right to possession of their embryos, which constitute personal property of extraordinary significance,  
18 representing living human embryos with reproductive potential.

19 167. Defendants intentionally and without consent exercised dominion and control over  
20 Plaintiffs' embryos that was inconsistent with Plaintiffs' rights. On or about December 17, 2025,  
21 Defendants removed Plaintiffs' embryos from the Laguna Niguel facility and transported them  
22 approximately 160 miles away to Bakersfield without advance notice, without Plaintiffs' knowledge or  
23 consent, and without documenting chain of custody, temperature continuity, or validated transport  
24 protocols. Plaintiffs did not agree to any such relocation. Plaintiffs were not given the opportunity to  
25 select an independent, accredited cryogenic transport provider. Plaintiffs were not informed of the  
26 relocation until after it had occurred.

27 168. Defendants have knowingly withheld possession and control of Plaintiffs' embryos by  
28 conditioning release on execution of sweeping liability waivers. Defendants have refused to return

1 Plaintiffs' embryos unless Plaintiffs sign documents relinquishing all legal claims related to storage,  
2 relocation, and transfer, despite Plaintiffs' legal right to immediate possession of their property. In some  
3 instances, Plaintiffs who declined to sign such waivers were told their embryos would not be released.  
4 Defendants have further continued charging storage fees for embryos that are not being properly released,  
5 and have interfered with Plaintiffs' ability to transfer embryos to a facility of their choosing.

6 169. Defendants' conduct in removing, relocating, withholding, and conditioning release of  
7 Plaintiffs' embryos constitutes conversion. Defendants intentionally assumed and exercised rights of  
8 ownership over Plaintiffs' reproductive material inconsistent with Plaintiffs' rights and without Plaintiffs'  
9 consent or authorization. Defendants' conduct deprived Plaintiffs of the use of and access to their property  
10 and interfered with Plaintiffs' exclusive right to determine the location, custody, and transfer of their  
11 embryos. Plaintiffs have demanded return of their embryos and Defendants have refused, thereby  
12 wrongfully detaining Plaintiffs' property.

13 170. Defendants' conduct was intentional, fraudulent, oppressive, and undertaken with  
14 conscious disregard for Plaintiffs' rights and reproductive autonomy. Defendants' actions were not  
15 merely negligent or inadvertent; Defendants deliberately relocated embryos during a period of financial  
16 and regulatory crisis, concealed material information, and then conditioned release of reproductive  
17 material on the execution of liability waivers that attempt to immunize Defendants from liability for their  
18 own unauthorized conduct.

19 171. As a direct and proximate result of Defendants' conversion, Plaintiffs have suffered and  
20 continue to suffer reproductive disruption, loss of reproductive opportunity, emotional distress, financial  
21 harm, storage and transfer expenses, and ongoing uncertainty regarding the condition and viability of  
22 their embryos. Plaintiffs are entitled to damages for the value of the converted property, consequential  
23 damages, and any additional relief according to proof at trial.

#### 24 **NINTH CAUSE OF ACTION**

#### 25 **(Loss of Consortium - Against All Defendants)**

26 172. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though fully  
27 set forth herein. Each individual Plaintiff is married, and at all relevant times each married couple shared  
28 a lawful marital relationship characterized by love, companionship, comfort, affection, society, sexual

1 relations, and mutual support.

2 173. As a direct and proximate result of Defendants' acts and omissions, including but not  
3 limited to unauthorized relocation and detention of embryos, concealment of material facts, impairment-  
4 related treatment, regulatory violations, financial misconduct, and interference with Plaintiffs'  
5 reproductive plans, each married Plaintiff has suffered harm to his or her marital relationship. The  
6 emotional distress, anxiety, reproductive disruption, uncertainty regarding embryo viability, financial  
7 strain, and loss of reproductive opportunity caused by Defendants' conduct have placed severe stress  
8 upon Plaintiffs' marriages.

9 174. Plaintiffs have experienced loss of companionship, loss of affection, loss of intimacy,  
10 strain in communication, emotional withdrawal, conflict, and disruption of their shared plans to expand  
11 their families. The uncertainty and trauma surrounding the safety and viability of their embryos has  
12 materially interfered with the marital relationship and has caused a breakdown in the normal consortium  
13 enjoyed between spouses.

14 175. As a direct and proximate result of Defendants' conduct, each married Plaintiff has  
15 suffered loss of consortium damages in an amount according to proof at trial.

16 176.

### 17 **RELIEF SOUGHT**

18 Plaintiffs seek the following judgment against each Defendant as follows:

19 1. For past, present, and future non-economic damages in an amount to be determined at the  
20 time of trial. For the fourth, fifth, seventh, and eighth, Plaintiffs are seeking an amount far greater than that  
21 available by Civil Code section 3333.2(b). (See *Burchell v. Faculty Physicians & Surgeons of Loma Linda*  
22 *University School of Medicine* (2020) 54 Cal.App.5th 515.)

23 2. Medical and other special damages, past, present, and future, according to proof;

24 3. Damages for loss of earnings and other monetary benefits according to proof;

25 4. Costs of suit incurred herein; and

26 5. For such other and further relief as the court may deem just and proper.

27 6. Punitive damages as to the eighth cause of action of conversion for the unlawful theft of  
28 property and holding the embryos hostage.

