

1 JENNER & BLOCK LLP
Benjamin T Halbig (SBN 321523)
2 BHalbig@jenner.com
3 An Tran (SBN 267685)
ATran@jenner.com
4 525 Market Street, 29th Floor
San Francisco, CA 94105-2737
5 Telephone: +1 628 267 6800
6 Facsimile: +1 628 267 6859

7 NATIONAL WOMEN'S LAW CENTER
K. M. Bell (pro hac vice forthcoming)
8 kmbell@nwlc.org
Emily Gabos (pro hac vice forthcoming)
9 egabos@nwlc.org
Noel León (pro hac vice forthcoming)
10 nleon@nwlc.org
11 1350 I Street NW, Suite 700
Washington, DC 20005
12 Telephone: +1 202 571 8735
13 Facsimile: +1 202 588 5185
[Additional counsel listed on signature page]

14 *Attorneys for Plaintiff*
15 *Dr. Anna Nusslock*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF HUMBOLDT**

19 ANNA NUSSLOCK,
20
21 Plaintiff,
22
23 v.
24 ST. JOSEPH HEALTH OF NORTHERN
CALIFORNIA, LLC DBA ST. JOSEPH
25 HOSPITAL-EUREKA; ST. JOSEPH HEALTH
SYSTEM; PROVIDENCE ST. JOSEPH
HEALTH; AND DOES 1-10,
26 Defendants.

Case No. **CV 25 00674**

COMPLAINT

- (1) Denial of Emergency Medical Services and Care;
- (2) Unlawful Nonmedical Transfer;
- (3) Violation of the Unruh Civil Rights Act;
- (4) Intentional Infliction of Emotional Distress;
- (5) Negligent Infliction of Emotional Distress; and
- (6) Violation of Unfair Competition Law.

DEMAND FOR JURY TRIAL

FILED
APR 01 2025
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

1 Plaintiff Dr. Anna Nusslock (“Dr. Nusslock” or “Anna”) brings this action against Defendants St.
2 Joseph Health of Northern California, LLC, dba Providence St. Joseph Hospital Eureka (“SJ Hospital” or
3 “the Hospital”), St. Joseph Health System (“SJHS”), and Providence St. Joseph Health (“PSJH”)
4 (collectively, “Defendants”) for violations of the California Emergency Services Law (“ESL”), California
5 Health & Safety Code, section 1317, *et seq.*, the Unruh Civil Rights Act, California Civil Code, section
6 51, *et seq.*, and the California Business and Professions Code, section 17200, as well as intentional and
7 negligent inflictions of emotional distress. In support of her Complaint, Dr. Nusslock alleges and states
8 the following:

9 **INTRODUCTION**

10 1. When Dr. Nusslock was experiencing a life-threatening medical emergency at SJ Hospital,
11 Defendants callously, discriminatorily, and illegally denied her care, causing harm that reverberates to this
12 day.

13 2. On February 23, 2024, just fifteen weeks into a high-risk pregnancy with twins, Dr. Nusslock
14 rushed to the emergency department at SJ Hospital after her water broke prematurely and she was
15 experiencing bleeding and severe pain from contractions. At SJ Hospital’s emergency department (“ED”),
16 Dr. Nusslock was diagnosed with previable preterm premature rupture of membranes (previable
17 “PPROM”), which put her at great risk of serious injury and potentially death.

18 3. Dr. Nusslock’s risk of serious complications increased with every minute that passed. Without
19 immediate medical attention, previable PPROM can lead to severe infection or sepsis, acute kidney injury,
20 shock, acute respiratory distress syndrome (the sudden inability to breathe), stroke, and death, especially
21 in complicated pregnancies like Dr. Nusslock’s. Dr. Nusslock needed immediate emergency abortion care
22 to protect against these risks.

23 4. To Dr. Nusslock’s shock, however, the attending physician told her that Defendants’ policy
24 prohibited her from receiving the required emergency care because of the circumstances and medical
25 conditions related to her pregnancy. Specifically, under that policy, Dr. Nusslock could not receive the
26 required emergency services because her fetuses had detectable heart tones and she was not “sufficiently
27 close to death.” This was despite the fact that she was already bleeding, in severe pain, and at increased
28

1 risk of serious infection, permanent physical damage, and potentially death. In delivering the news, the
2 attending physician said, “I know, it’s just horrible.”

3 5. Instead of providing the emergency care needed to prevent further injury or death, SJ Hospital
4 improperly discharged Dr. Nusslock. The attending physician suggested she drive to Mad River
5 Community Hospital (“Mad River”), which was located in another town on the far side of Humbolt Bay,
6 California. The only “care” provided by SJ Hospital was a bucket and towels “in case something happens
7 in the car.”

8 6. The risk of hemorrhaging was borne out—by the time Dr. Nusslock arrived at Mad River, she
9 needed surgery immediately and was “actively hemorrhaging” when she finally was wheeled into the
10 operating room.

11 7. Although Dr. Nusslock eventually received the emergency care she needed at Mad River,
12 Defendants’ deliberate refusal to care for Dr. Nusslock at SJ Hospital has caused her tremendous harm.
13 She suffers from severe anxiety, depression, pain, and has been diagnosed with Post-Traumatic Stress
14 Disorder (“PTSD”). She continues to experience insomnia and traumatizing flashbacks in which she finds
15 herself panicking, thinking: “I’m bleeding to death.” Defendants’ dangerous and inhumane denial of
16 emergency services and the necessary abortion care violated the ESL, the Unruh Civil Rights Act, and the
17 Unfair Competition Law.

18 8. Dr. Nusslock is not the first person who has suffered from Defendants’ deliberate and intentional
19 policy of denying care to pregnant patients experiencing an emergency medical condition. And, absent
20 intervention, she will not be the last.

21 9. Dr. Nusslock therefore brings this action to obtain relief for the immense physical and emotional
22 harm she has suffered as a result of Defendants denying her right to medically necessary abortion care,
23 and to enjoin Defendants from denying her and other pregnant patients suffering from emergency medical
24 conditions the care they need in the future.

25 I. PARTIES

26 10. Plaintiff Dr. Anna Nusslock is a resident of Eureka, California and has resided there since 2015.
27
28

1 11. Defendant SJ Hospital is a California limited liability company headquartered in Irvine, California
2 and conducting business in Humboldt County. SJ Hospital holds a license to operate a general acute care
3 facility. SJ Hospital operates an ED that offers emergency services to the public.

4 12. Defendant SJHS is a California non-profit corporation with its principal place of business located
5 in Irvine, California. SJHS maintains substantial ongoing business operations throughout California,
6 including Humboldt County, and is in the business of owning, operating, and administering hospitals.
7 SJHS is the parent and sole owner of Defendant SJ Hospital and controls and oversees SJ Hospital's
8 operations.

9 13. PSJH is a Washington non-profit corporation and is one of the largest health systems in the United
10 States. PSJH maintains headquarters in Renton, Washington and Irvine, California. PSJH serves as the
11 parent and corporate member of Defendant SJHS and provides overall mission, vision, strategic, financial,
12 and operational direction for SJHS, including its operations of SJ Hospital.

13 14. Dr. Nusslock does not know the true names and capacities of defendants sued in this Complaint as
14 Doe 1 through Doe 10, inclusive, and therefore sues these defendants by fictitious names under California
15 Code of Civil Procedure, section 474. Dr. Nusslock will amend this Complaint to allege the true names
16 and capacities of Doe 1 through Doe 10, inclusive, when ascertained. Dr. Nusslock is informed and
17 believes, and on that basis alleges, that each of the defendants named herein as Doe 1 through Doe 10,
18 inclusive, is responsible in some manner for the occurrence, injury, and other damages alleged in this
19 Complaint.

20 15. Dr. Nusslock reserves the right to amend this Complaint should discovery reveal that Defendants
21 are working in concert with one or more people or entities.

22 **II. JURISDICTION AND VENUE**

23 16. This Court has jurisdiction over all causes of action asserted herein pursuant to the California
24 Constitution, article VI, section 10, which grants the Superior Court with original jurisdiction in all causes
25 except those given to other courts. This Court also has jurisdiction pursuant to California Code of Civil
26 Procedure, sections 410.10, 525, 526, 1060, and 1085.

27 17. This Court has personal jurisdiction over Defendant SJ Hospital because it is duly incorporated in
28 California and regularly transacts business within California.

1 18. This Court has personal jurisdiction over Defendant SJHS because it is duly incorporated in
2 California and regularly transacts business within California.

3 19. This Court has personal jurisdiction over Defendant PSJH because it is headquartered in California
4 and regularly transacts business within California.

5 20. Venue is proper in Humboldt County under California Code of Civil Procedure sections 395 and
6 395.5 because the violations of law alleged in this Complaint occurred in Humboldt County. In addition,
7 Defendants have conducted and will continue to conduct substantial business in this County, and its
8 liability arose, in whole or in part, in this County.

9 **I. FACTUAL ALLEGATIONS**

10 **A. Dr. Anna Nusslock's High-Risk Pregnancy**

11 21. Dr. Anna Nusslock lives in Eureka with her husband, Daniel. She is an accomplished chiropractor
12 and has maintained a well-regarded practice in her small and close-knit community for nearly ten years.

13 22. After struggling with fertility, Anna and her husband were thrilled to learn she was pregnant with
14 twins in November 2023.

15 23. Due to Anna's advanced maternal age, history of prior miscarriages, high blood pressure, and the
16 fact that she was carrying twins, her pregnancy was considered high-risk.

17 24. Because few providers in Eureka possess the expertise to care for a patient with a high-risk
18 pregnancy, Anna's primary care doctor at Open Door Redwood Community Health Center ("Open Door")
19 began consulting with specialists at the University of California San Francisco ("UCSF").

20 25. In early February 2024, UCSF providers diagnosed Anna's twins as "monochorionic, diamniotic,"
21 which meant that the twins shared a placenta but had two amniotic sacs. Her doctors also diagnosed one
22 of the twins with velamentous cord insertion, meaning the umbilical cord had attached to membranes
23 outside of the placenta. Both diagnoses further complicated her pregnancy and increased the risks
24 associated with carrying her pregnancy to term.

25 **B. Dr. Nusslock Experienced Complications and Sought Emergency Care from Defendants**

26 26. On or around February 16, 2024, Anna began experiencing pelvic cramping, pain, and bleeding.
27 Over the course of the next week, following medical advice from her doctors, she visited the emergency
28 department at SJ Hospital on multiple occasions. Each time she visited SJ Hospital, she was sent home

1 without adequate medical care once providers confirmed her twins had cardiac activity. Anna's concerns
2 about her pain and bleeding were dismissed as anxiety, despite her ongoing symptoms and medical tests
3 indicating she was at risk of PPROM.

4 27. On February 22, 2024, Anna's water broke. She immediately called her doctor's office at Open
5 Door and spoke with the on-call physician there, Dr. Sarah McGraw. Dr. McGraw initially advised Anna
6 to stay home and wait rather than go to the ED, but to call back if she experienced other signs of labor.

7 28. Over the next few hours, Anna's symptoms rapidly worsened, and by early morning on February
8 23, 2024, she was bleeding heavily and in severe pain from contractions. Anna called her doctor's office
9 again, where Dr. McGraw was still on call. This time, Dr. McGraw advised Anna to go to the emergency
10 room at SJ Hospital immediately. Dr. McGraw, who has admitting privileges at SJ Hospital, told Anna
11 she would meet her at the Hospital.

12 29. Anna and her husband rushed to SJ Hospital, the only emergency department in Eureka. Dr.
13 McGraw met her there. Upon arrival, Anna was still bleeding and in such severe pain that she felt like she
14 could barely walk. Medical staff at the Hospital immediately brought Anna to the Labor and Delivery
15 ward ("L&D"), where she received an ultrasound. Based on Dr. McGraw's review of the results, she
16 diagnosed Anna with previable "preterm premature rupture of membranes" or previable "PPROM." In
17 Anna's case, one of the twins' amniotic sacs had almost no fluid remaining.

18 30. PPROM occurs when the amniotic sac ruptures prior to labor, *i.e.*, a pregnant person's "water
19 breaks" too early into the pregnancy. In cases of "previable PPROM," the rupture of the amniotic sac
20 occurs before "viability," meaning, in this context, the time at which the fetus can survive outside the
21 pregnant person's uterus.¹

22 31. There are many risks created by PPROM, particularly previable PPROM. Patients with PPROM
23 are likely to develop an intrauterine infection, which can quickly—and unpredictably—become sepsis in
24 the pregnant person or the fetus, or lead to hemorrhaging. PPROM can also cause placental abruption,
25 where the placenta detaches from the uterus, which in turn can cause severe bleeding and shock.

27 ¹ The term "viable" can also be used to indicate that a fetus is expected to continue developing normally.
28 Providers also sometimes use the term "perivable" for the period of time in which it might be possible—
though unlikely and requiring extreme measures—for a fetus to survive outside the uterus.

1 32. Dr. McGraw noted that Anna was at a high risk for hemorrhage and infection. Anna was already
2 exhibiting clinical signs of intrauterine infection, including an elevated white blood cell count.

3 33. After providing the diagnosis and consulting with the expert care team at UCSF, Dr. McGraw
4 confirmed Anna's worst fear: there was no chance that the twins would survive.

5 34. Both the health team at UCSF and Dr. McGraw recommended, consistent with the recognized
6 standard of care for these cases, that Anna have an emergency procedure to terminate her pregnancy
7 through either an induction, which would mean initiating labor, or a procedural (sometimes called
8 "surgical") abortion.

9 35. Anna agreed with the recommended emergency procedure to end her pregnancy, because she
10 understood neither twin could be saved and that the abortion care that UCSF and Dr. McGraw
11 recommended was necessary to prevent further serious injury to her own health and the possible danger
12 of loss of her life. In considering the two options for ending her pregnancy, Anna opted for an induction
13 so that she could labor, give birth to, and grieve her twins.

14 **C. Defendants Refused to Provide Dr. Nusslock Necessary Emergency Abortion Care**

15 36. Right after delivering this devastating news, Dr. McGraw told Anna that she could not provide the
16 necessary abortion care due to Defendants' policy prohibiting termination of the pregnancy as long as one
17 of Anna's fetuses had detectable heart tones, unless Anna was sufficiently close to death.

18 37. In other words, despite UCSF's and Dr. McGraw's assessment that Anna needed emergency
19 abortion care because she was in danger of serious injury or potential death, and despite the fact that SJ
20 Hospital had the facilities and personnel to provide that care, Defendants would not allow Anna to receive
21 the required emergency care.

22 38. Due to Defendants' policy, all Dr. McGraw could offer was "expectant management"—meaning
23 to "wait and see" for any changes in Anna's medical conditions—such as the twins' heart tones stopping
24 on their own or Anna reaching the point where she was "actively dying." Immediately after explaining
25 this to Anna, Dr. McGraw said: "I know, it's just horrible."

26 39. Anna was struck by the overwhelming feeling that she was bleeding to death. Shocked and
27 terrified, she tearfully pleaded with Dr. McGraw, "please don't let me die."
28

1 **D. SJ Hospital Improperly Discharged Dr. Nusslock to Seek Emergency Care Elsewhere**

2 40. Anna asked Dr. McGraw what she should do. Dr. McGraw first suggested Anna take a medical
3 evacuation helicopter to UCSF to receive the necessary abortion care. But this was not a realistic option
4 for Anna. She would not be able to personally cover the \$40,000 cost, and her insurance would likely not
5 cover it. In addition, Anna's husband, Daniel, would not be permitted to travel with her, leaving her
6 entirely without support or anyone to advocate for her in a time of great trauma and threat to her life.
7 When Anna asked Dr. McGraw if she could drive to UCSF, Dr. McGraw responded: "If you try to drive
8 [to UCSF], you will hemorrhage and die before you get to a place that can help you."

9 41. Dr. McGraw then told Anna she had a suggestion and left the room. Upon returning, she told Anna
10 that Mad River Hospital would take her. With no other feasible option for obtaining the emergency
11 treatment she needed at SJ Hospital, and increasingly in fear for her life, Anna agreed to leave SJ Hospital
12 and go to Mad River, a small community hospital in another town.

13 42. In discharging Anna, SJ Hospital did not explain the risks involved with leaving the hospital and
14 driving to Mad River much less provide any care or assistance to ensure that Anna could safely get to Mad
15 River. Instead, just before Anna left SJ Hospital, a nurse offered Anna a bucket and some towels "in case
16 something happens in the car."

17 43. By the time Anna was admitted to Mad River's L&D, her bleeding had increased. Anna's condition
18 was so dire that the treating doctor strongly recommended emergency surgery—the induction Anna
19 wanted was no longer a realistic option. In addition, Anna had to be given general anesthesia, without time
20 for fasting, which carried additional risks.

21 44. While being wheeled into the operating room, Anna felt a sudden, intense pressure and pain. She
22 told the nurse that something had happened and there was a lot of blood. The nurse checked under Anna's
23 gown and a horrified expression appeared in her eyes, prompting Anna to ask if it was her baby. The nurse
24 replied, "yes."

25 45. Anna had spontaneously delivered one of her twins and was actively hemorrhaging. Anna then
26 received a procedural abortion, which was still necessary. Anna recovered at Mad River and was
27 discharged that afternoon.

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1 **E. Defendants' Policy of Denying Pregnant Patients Access to Emergency Abortion Care is**
2 **Illegal and Conflicts with their Obligation to Provide Emergency Care to All Patients**

3 46. Defendants' illegal refusal to provide emergency care to Anna is based on Defendants' policy
4 governing when (and if) any emergency abortion care is provided to pregnant patients at SJ Hospital.

5 47. Pursuant to that policy, Defendants instruct physicians with admitting privileges to SJ Hospital
6 that they are prohibited from providing emergency abortion procedures to any pregnant patient whose
7 fetus still has detectable heart tones, even when the doctors determine those procedures to be necessary to
8 prevent risks of serious injury, illness, and even death. Defendants only consider allowing physicians to
9 perform an abortion at SJ Hospital when the pregnant patient is "actively dying."

10 48. Thus, Defendants' policy forces doctors to violate the law and watch their patients suffer. The
11 policy puts physicians in the excruciating position of gambling on when the patient might finally be close
12 enough to death to receive emergency care.

13 49. Defendants were clearly on notice of this problem. At least one doctor repeatedly brought the issue
14 to the attention of Defendants' local and regional leaders, but Defendants did nothing. In addition, SJ
15 Hospital is currently facing litigation based on its repeated refusal to provide emergency abortion care to
16 at least one other high-risk pregnant patient suffering from previable PPRM. Physicians have also
17 reported other instances of pregnant patients who were refused emergency abortion care at SJ Hospital
18 because their fetuses had detectable fetal heart tones.

19 50. Defendants' policy of refusing emergency services to pregnant people all but guarantees that the
20 horrific experience Anna endured will happen to other patients. Unless and until that policy is changed,
21 patients will suffer physical, mental, and emotional harm until Defendants decide in their sole judgment
22 that the patient is "actively dying."

23 51. Defendants' policy is particularly concerning because SJ Hospital is the only licensed health
24 facility that maintains and operates an emergency department in Eureka. Indeed, Defendants acknowledge
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26
27
28

1 that “[b]ecause Humboldt County is both rural and isolated, patients in our community receive almost all
2 of their medical care here. Few of our patients leave the community for their care...”²

3 **F. Dr. Nusslock’s Severe Emotional Harm from Defendants’ Denial of Emergency Care**
4 **Persists to this Day**

5 52. Defendants’ refusal to provide Anna with the emergency care she needed has left her with
6 tremendous anxiety, grief, depression, and trauma, as well as lost income.

7 53. Anna was diagnosed with PTSD as a result of her experience at SJ Hospital. She is regularly
8 overcome by terror in which she relives her feelings of bleeding to death, often waking up in the middle
9 of the night. The sleep deprivation, along with other physical symptoms of her trauma like a racing heart,
10 weight gain, and hair loss, have resulted in loss of enjoyment of life, diminishing her ability to participate
11 in and enjoy her hobbies, work as a chiropractor, and maintain relationships. She has sought therapy but
12 has found it hard to find a mental health provider she trusts because so many providers in her community
13 are associated with Defendants.

14 54. Anna has also lost income as a result of Defendants’ conduct. She was unable to work for some
15 time after February 23, 2024 due to the emotional trauma she suffered as a result of Defendants’ deliberate
16 refusal to provide her with emergency care. And even when Anna was able to resume work, the emotional
17 and physical trauma she experienced make it challenging for her to focus on marketing and growing her
18 practice, causing additional lost income.

19 55. In addition to income loss, the negative impact on her work has resulted in emotional harm to
20 Anna. Anna takes great pride in her work as a chiropractor, and providing care for her patients in her
21 small close-knit community is extremely meaningful to Anna. Having to step back from her work, which
22 brings her joy and fulfilment, compounded the emotional harm caused by Defendants’ actions.

23 56. Even as Anna is working through the ongoing trauma that she has suffered as a result of the
24 Defendants’ conduct, she and her husband still very much want to be parents. But she is afraid to become
25 pregnant—a pregnancy that would by definition be high-risk due to her age and prior miscarriages—for
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27 ² *Eureka Family Medicine Residency Program*, Providence St. Joseph Hospital Eureka,
28 <https://gme.providence.org/northern-california/eureka-family-medicine-residency-program/our-program/>
(last visited March 25, 2025).

1 fear of Defendants denying emergency care again if she experiences complications. Now that Mad River
2 has closed its L&D unit, she would almost certainly have to deliver her baby at SJ Hospital, leaving her
3 at the mercy of Defendants' egregious and dangerous policy again.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Denial of Emergency Medical Services and Care under Emergency Services Law (Health & Safety**
7 **Code, § 1317, *et seq.*) Against Defendants**

8 57. Dr. Nusslock realleges and incorporates by reference all paragraphs set forth above as if fully set
9 forth herein.

10 58. California's Emergency Services Law, Health and Safety Code section 1317 *et seq.* ("ESL"), is a
11 statute of general applicability governing all health facilities in California that offer emergency services.
12 The ESL mandates that a licensed health facility offering emergency services to the public provide
13 "[e]mergency services and care" to a patient experiencing a condition in which "the person is in danger
14 of loss of life, or serious injury or illness" as long as "the health facility has appropriate facilities and
15 qualified personnel available." (*Id.* at § 1317 subd. (a).)

16 59. The ESL requires a health facility to first screen, examine, and evaluate a patient "to determine if
17 an emergency medical condition or active labor exists." (*Id.* at § 1317.1 subd. (a).) If an emergency
18 medical condition exists, the health facility must provide the "care, treatment, and surgery" that is
19 "necessary to relieve or eliminate the emergency medical condition." (*Id.* at § 1317.1 subd. (a).)

20 60. The ESL also prohibits health facilities from discriminating in "the provision of emergency
21 services and care based upon, or affected by," any protected characteristic listed in section 51, subdivisions
22 (b) and (e) of the California Civil Code, which includes discrimination based on "pregnancy, childbirth,
23 or medical conditions related to pregnancy or childbirth." (Health & Saf. Code, § 1317 subd. (b).)

24 61. Defendant SJ Hospital is a California licensed health facility, which maintains an emergency
25 department to provide emergency services to the public.

26 62. Defendants SJHS and PSJH own, manage, and control SJ Hospital's operation, including on
27 information and belief by setting the policies for when and if SJ Hospital provides emergency services
28

1 and care to pregnant patients. Accordingly, Defendants SJHS and PSJH are health facilities and are
2 collectively responsible for ensuring that SJ Hospital complies with the terms of the ESL.

3 63. On February 23, 2024, Anna visited SJ Hospital, and the attending physician, Dr. McGraw,
4 diagnosed her with previable PPRM, noting that she was bleeding and one of her fetuses had no amniotic
5 fluid. Previabable PPRM can cause maternal infectious morbidity and mortality, and it was a serious, life-
6 threatening condition for Anna. Therefore, SJ Hospital determined that Anna had an emergency medical
7 condition.

8 64. In consultation with UCSF, Dr. McGraw determined that Anna required immediate emergency
9 abortion care to prevent potential loss of life or serious injury caused by her emergency medical condition.
10 However, Defendants prevented Dr. McGraw from providing, and Anna from receiving, that care because
11 of Defendants' policy denying even medically necessary emergency abortion care to pregnant patients if
12 fetal heart tones are detected.

13 65. Defendants' policy prolonged Dr. Nusslock's emergency medical condition, increasing her risk of
14 complications such as infection, hemorrhage, and death. Their callous treatment also put her in fear for
15 her life, causing severe physical and psychological harm.

16 66. Defendants also violated the ESL because their refusal to provide emergency care to Anna was
17 affected by and/or based upon her sex, including her pregnancy and pregnancy-related medical condition.

18 67. As a result of Defendants' illegal actions and inaction, Dr. Nusslock has suffered actual damages,
19 in an amount to be proven at trial. Dr. Nusslock is further entitled to injunctive relief and attorneys' fees
20 and costs.

21 **SECOND CAUSE OF ACTION**

22 **Unlawful Nonmedical Transfer under Emergency Services Law (Health & Safety Code, § 1317.2)**
23 **Against Defendants**

24 68. Dr. Nusslock realleges and incorporates by reference all paragraphs set forth above as if fully set
25 forth herein.

26 69. Under Health and Safety Code, section 1317.2, a "person needing emergency services and care
27 shall not be transferred from a hospital to another hospital for *any* nonmedical reason," unless all required
28 conditions are met, including that: "(b) The person has been provided with emergency services and care

1 so that it can be determined, within reasonable medical probability, that the transfer or delay caused by
2 the transfer will not create a medical hazard to the person. . . . (d) The transferring hospital provides for
3 appropriate personnel and equipment that a reasonable and prudent physician and surgeon in the same or
4 similar locality exercising ordinary care would use to effect the transfer.” (§§ 1317.2 (b), (d)) (emphasis
5 added.)

6 70. Defendant SJ Hospital offers emergency services to the public and is a general acute care hospital
7 within the definition of the ESL. (*Id.* at § 1250(a).) Defendants SJHS and PSJH own, manage, and control
8 SJ Hospital’s operation, and on information and belief they set and exercise control over the policies
9 governing when and if SJ Hospital provides emergency services and care to pregnant patients and dictate
10 the circumstances under which those patients will be transferred to other facilities. Accordingly,
11 Defendants SJHS and PSJH are also hospitals within the definition of the ESL and are collectively
12 responsible for ensuring that SJ Hospital complies with the terms of the ESL.

13 71. Defendants violated section 1317.2 because their policy caused SJ Hospital to transfer Dr.
14 Nusslock from SJ Hospital to Mad River while refusing to provide her with the “emergency services and
15 care” she required. Defendants’ policy exacerbated Dr. Nusslock’s emergency condition because it caused
16 SJ Hospital to transfer her to Mad River for non-medical reasons and without providing for appropriate
17 transfer personnel and equipment.

18 72. There was no medical reason to transfer Dr. Nusslock. SJ Hospital had the personnel and facilities
19 to provide the care she needed to mitigate the immediate risk to her health and life. Defendants’ unlawful
20 policy was the sole reason for the transfer.

21 73. Due to Defendants’ policy, SJ Hospital simply discharged Dr. Nusslock while she suffered from
22 an emergency, pregnancy-related medical condition, offering her nothing more than a bucket of towels
23 and instructions to drive to another hospital. SJ Hospital did not inform Dr. Nusslock of the risks of being
24 discharged and driving to Mad River nor did they provide the appropriate care to ensure that Dr.
25 Nusslock’s discharge and trip to Mad River did not pose any medical hazard.

26 74. The Hospital’s improper conduct due to Defendants’ policy compounded the unacceptable risks to
27 Dr. Nusslock’s health and life. Indeed, by the time Dr. Nusslock was on the operating table at Mad River, she
28 was actively hemorrhaging.

1 75. As a result of Defendants' illegal actions and inaction, Dr. Nusslock has suffered actual damages,
2 in an amount to be proven at trial. Dr. Nusslock is further entitled to injunctive relief and attorney's fees
3 and costs.

4 **THIRD CAUSE OF ACTION**

5 **Violation of the Unruh Civil Rights Act (Civ. Code, § 51, *et seq.*) Against Defendants**

6 76. Dr. Nusslock realleges and incorporates by reference all paragraphs set forth above as if fully set
7 forth herein.

8 77. The Unruh Civil Rights Act prohibits any business or other public accommodation from denying
9 "the full and equal accommodations, advantages, facilities, privileges, or services" on account of sex,
10 which includes "pregnancy, childbirth, or medical conditions related to pregnancy or childbirth." (Cal.
11 Civ. Code § 51.) The Unruh Civil Rights Act is a neutral law of general applicability.

12 78. Defendants manage, control, and/or operate a business establishment within the meaning of the
13 Unruh Civil Rights Act.

14 79. Defendants are jointly responsible for ensuring that the Hospital complies with the Unruh Civil
15 Rights Act.

16 80. On February 23, 2024, Defendants knowingly and intentionally denied emergency medical
17 services to Dr. Nusslock under their policy which, on its face, denies "full and equal" access to medical
18 services to individuals on account of pregnancy and/or their medical conditions related to pregnancy.
19 Specifically, the policy denies certain medical services, such as the induction of labor that Dr. Nusslock
20 needed, to a patient based on that patient's pregnancy and medical conditions related to pregnancy. In
21 other words, Defendants' policy, on its face, does not provide all patients, specifically all pregnant women,
22 "full and equal" access to medical services, but instead denies particular medical procedures to patients
23 who have certain conditions related to pregnancy.

24 81. Therefore, Defendants knowingly and intentionally violated the Unruh Civil Rights Act by
25 denying full and equal access to the stabilizing emergency care they provide to the public when they
26 denied an induction—a medically necessary emergency abortion procedure—to Dr. Nusslock.

1 82. As a result of Defendants' illegal actions and inaction, Dr. Nusslock suffered actual damages, in
2 an amount to be proven at trial, which are entitled to trebling. Dr. Nusslock is further entitled to statutory
3 damages in an amount to be established.

4 FOURTH CAUSE OF ACTION

5 **Intentional Infliction of Emotional Distress Against Defendants**

6 83. Dr. Nusslock realleges and incorporates by reference all paragraphs set forth above as if fully set
7 forth herein.

8 84. Defendants' conduct alleged herein, including denying Dr. Nusslock the emergency care she
9 needed while increasing her risk of death or serious injury, is extreme, outrageous, and beyond the bounds
10 of what is tolerated in a decent society. This is especially true given the facts that both the treating
11 physician and the consulting expert agreed that Dr. Nusslock needed emergency abortion care, and that
12 Defendants were clearly on notice that their policy was harming patients and yet repeatedly chose to ignore
13 the risk of future harm. Defendants were aware that refusing to provide care to patients whose lives and
14 health are in danger would cause these patients to suffer extreme emotional distress.

15 85. Defendants engaged in the conduct alleged herein intentionally, or at least with reckless disregard
16 as to the probability that it would cause Dr. Nusslock to suffer severe emotional distress.

17 86. Defendants refused to allow Dr. Nusslock to receive the care she needed, and failed to even take
18 the necessary steps to transfer her to another hospital, cruelly prolonging her pain and terror.

19 87. The actions alleged herein were done pursuant to their official policy with malice, fraud, and
20 oppression, and with deliberate and/or reckless disregard to her physical and emotional health.

21 88. Dr. Nusslock has suffered severe emotional distress as a direct and proximate result of Defendants'
22 deliberate and/or reckless refusal to allow her to be treated at SJ Hospital due to their policy. Dr. Nusslock's
23 distress due to Defendants' actions has resulted in her suffering from PTSD, anxiety, grief, depression,
24 weight gain, insomnia, and hair loss. Dr. Nusslock has also lost income due to her inability to work and
25 has been unable to engage in hobbies that she used to enjoy.

26 89. Defendants' actions were a substantial factor in causing Dr. Nusslock's severe emotional distress.

27 90. As a result of Defendants' conduct, Dr. Nusslock has incurred and will continue to incur damages
28 in an amount to be proven at trial.

1 **FIFTH CAUSE OF ACTION**

2 **Negligent Infliction of Emotional Distress Against Defendants**

3 91. Dr. Nusslock realleges and incorporates by reference all paragraphs set forth above as if fully set
4 forth herein.

5 92. Defendants owed a duty of care to Dr. Nusslock on February 23, 2024 in providing her with
6 medical care, including emergency care and labor and delivery care.

7 93. Defendants' conduct alleged herein, including denying Dr. Nusslock the emergency care she
8 needed while increasing her risk of death or serious injury, is extreme, outrageous, and beyond the bounds
9 of what is tolerated in a decent society. This is especially true given the fact that both the treating physician
10 and the consulting expert agreed that Dr. Nusslock needed emergency abortion care, and that Defendants
11 were clearly on notice that their policy was harming patients and yet repeatedly chose to ignore the risk
12 of future harm.

13 94. Defendants engaged in the conduct alleged herein with negligent disregard as to the probability
14 that it would cause Dr. Nusslock severe emotional distress.

15 95. Defendants negligently refused to allow Dr. Nusslock to receive the care she needed pursuant to
16 their official policy, and acted with malice, fraud, and oppression, and with negligent disregard to her
17 physical and emotional health.

18 96. Dr. Nusslock has suffered severe emotional distress as a direct and proximate result of Defendants'
19 deliberate and/or reckless refusal to allow her to be treated at SJ Hospital due to their policy. Dr. Nusslock's
20 distress due to Defendants' actions has resulted in her suffering from PTSD, anxiety, grief, depression,
21 weight gain, insomnia, and hair loss. Dr. Nusslock has also lost income due to her inability to work and
22 has been unable to engage in hobbies that she used to enjoy.

23 97. Defendants' actions were a substantial factor in causing Dr. Nusslock's severe emotional distress.

24 98. As a result of Defendants' conduct, Dr. Nusslock has incurred and will continue to incur damages
25 in an amount to be proven at trial.

1 **SIXTH CAUSE OF ACTION**

2 **Unlawful and Unfair Business Conduct (Bus. and Prof. Code, § 17200, *et seq.*) Against**
3 **Defendants**

4 99. Dr. Nusslock realleges and incorporates by reference all paragraphs set forth above as if fully set
5 forth herein.

6 100. Defendants are the owners and operators of SJ Hospital, which offers emergency and other medical
7 and surgical services to the public.

8 101. Section 17200 of the Business and Professions Code is a law of general applicability prohibiting
9 unfair competition including by any unlawful and/or unfair business act or practice.

10 102. Beginning no later than February 23, 2024, and continuing to the present, Defendants have
11 engaged in and continue to engage in, aided and abetted and continue to aid and abet, and conspired to
12 and continue to conspire to engage in unlawful acts or practices, which constitute unfair competition
13 within the meaning of the Business and Professions Code, section 17200. Defendants' unlawful acts or
14 practices include, but are not limited to:

- 15 • Violating the Emergency Services Law, Health and Safety Code § 1317, *et seq.*, as alleged in the
16 First Cause of Action;
- 17 • Violating the Emergency Services Law, Health and Safety Code § 1317.2 as alleged in the Second
18 Cause of Action;
- 19 • Violating the Unruh Civil Rights Act, Civil Code § 51, *et seq.*, as alleged in the Third Cause of
20 Action;
- 21 • Intentional Infliction of Emotional Distress, as alleged in the Fourth Cause of Action; and
- 22 • Negligent Infliction of Emotional Distress, as alleged in the Fifth Cause of Action.

23 103. Defendants' unfair practices include, but are not limited to, implementing a policy that is
24 substantially injurious in denying a patient medically necessary emergency care; and violating a public
25 policy that is tethered to the statutory provisions mentioned above.

26 104. Defendants engaged in unlawful and unfair business practices in applying their policy to Dr.
27 Nusslock and failing to provide her with the emergency abortion care that her doctors deemed medically
28 necessary and that she had a right to receive.

1 105. Dr. Nusslock has suffered an injury in fact and has lost money as a result of Defendants' unlawful
2 and unfair business practices and is entitled to injunctive relief, restitution, and attorney's fees and costs
3 pursuant to California Code of Civil Procedure, section 1021.5.

4 106. Each separate unlawful and/or unfair act or practice is a separate and distinct violation of Business
5 and Professions Code, section 17200.

6 **II. PRAYER FOR RELIEF**

7 WHEREFORE, Dr. Nusslock respectfully requests that the Court enter judgment in her favor and
8 against Defendants jointly and severally as follows:

- 9 1) Actual damages equal to the amount caused by Defendants' misconduct as alleged herein in an
10 amount to be determined at the time of trial;
- 11 2) Statutory damages of no less than \$4,000 pursuant to Civil Code, section 52, subdivision (a);
12 Damages up to three times the number of actual damages under Civil Code, section 52 subdivision
13 (a);
- 14 3) Exemplary and punitive damages;
- 15 4) Declaratory relief, including a declaratory judgment stating that Defendants' policy of
16 prohibiting physicians from providing emergency abortion care to pregnant patients suffering from
17 emergency medical conditions violates the Emergency Services Law and the Unruh Act, Civil
18 Code, section 51, subdivision (b);
- 19 5) Injunctive relief, including but not limited to restitution and an order prohibiting Defendants
20 from denying emergency abortion care to pregnant patients suffering from an emergency medical
21 condition;
- 22 6) Attorney's fees and costs;
- 23 7) Interest on all sums at the maximum legal rate; and
- 24 8) Such other relief as the Court deems just and proper.

25 **III. DEMAND FOR JURY TRIAL**

26 Dr. Nusslock hereby demands a jury trial of all issues in the above-captioned action that are triable
27 to a jury.

1 Dated: April 1, 2025

JENNER & BLOCK LLP

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4 By: 

5 An Tran
6 Benjamin T. Halbig

7 Kathryn E. Abendroth*
8 kabendroth@jenner.com
9 1099 New York Ave. NW
10 Washington, D.C. 20001-4412
11 Telephone: +1 202 637 6395
12 Facsimile: +1 202 639 6066

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14
15 NATIONAL WOMENS' LAW CENTER



16 NATIONAL WOMEN'S LAW CENTER
17 K. M. Bell*
18 Emily Gabos*
19 Noel León*

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