

## APPENDIX



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**APPENDIX A – OPINION OF THE CALIFORNIA  
COURT OF APPEALS, FILED JANUARY 2, 2025**

**CALIFORNIA COURT OF APPEALS**

Court of Appeals No. B331145  
City and County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

**HUMPHREY V. FORRESTER,**

*Plaintiff-Appellant,*

v.

**ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.**

*Defendants-Appellees.*

**JUDGMENT AFFIRMED**

Division 1  
Opinion by JUDGE KLATCHKO  
Rothschild and Weingart, concur

**NOT PUBLISHED PURSUANT TO  
C.R.C. 8.1115(a)**

Announced January 2, 2025

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APPEAL from a judgment and orders of the Superior Court of Los Angeles County, Maurice A. Leiter, Judge. Affirmed. Humphrey V. Forrester, in propria persona, for Plaintiff and Appellant. Wood, Smith, Henning & Berman, Brian L. Hoffman, and Nicholas M. Gedo for Defendants and Respondents.

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Appellant Humphrey Forrester sought therapy from psychologist Benjamin Stepanoff, director of Advances in Mental Health and Addictions Treatment Center, Inc., because he was having difficulty coping with stress at work. In his operative second amended complaint, Forrester alleged that Stepanoff and the Center, Respondents, sent a fax to Forrester's employer approving leave under the Family Medical Leave Act, and disclosing information about Forrester's mental health. The operative complaint alleged that this fax gave rise to breach of contract and intentional infliction of emotional distress causes of action. Respondents demurred.

The trial court sustained Respondents' demurrer without leave to amend, finding both that Forrester failed to allege the existence of a contract and that, as a matter of law, the conduct at issue was not sufficiently outrageous to support a cause of action for intentional infliction of emotional distress. The trial court subsequently denied Forrester's request for a statement of decision and his motion for a new trial. On appeal, Forrester contends the court erred in sustaining the demurrer and denying his motions. We affirm.

*Appendix A***FACTUAL AND PROCEDURAL BACKGROUND<sup>1</sup>*****A. Respondents Successfully Demur to Forrester's Initial Complaint***

On April 1, 2020, Forrester filed a complaint against Respondents, alleging that, on March 31, 2016, he went to the Center “[d]ue to his inability to adequately cope with the tremendous mental stress Plaintiff had experienced at his former employer.” Forrester saw psychologist Stepanoff.<sup>2</sup> Stepanoff's first words to Forrester were to ask his age and, when Forrester responded that he was 54, Stepanoff replied: “That’s old.” After speaking with Forrester for fewer than ten minutes, Stepanoff told Forrester he would place him on a 30-day medical leave from work. Forrester asked about worker’s compensation and Stepanoff responded that he would “take care of everything.”

The next day, Forrester received a letter from his employer confirming his medical leave but referencing the Family Medical Leave Act rather than worker’s compensation. Upon inquiry, Forrester’s employer informed him that they had received a fax from

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<sup>1</sup> We limit our summary to the facts and procedural history relevant to the issues raised on appeal. showed that Plaintiff had anxiety, stress, [and] major

<sup>2</sup> Forrester alleged that the Center was “a day treatment and intensive outpatient facility that provides treatment for ...adults experiencing...mental health” issues, and that Stepanoff was a psychologist and director at the Center.

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Stepanoff authorizing leave under the FMLA. When Forrester reviewed the fax on April 4, 2016 (the next business day), he was “shocked to see his mental disability condition, including Stepanoff’s own handwritten notes, was revealed in the fax . . . which showed that Plaintiff had anxiety, stress, [and] major depression, among other impairments.” A Human Resources representative also informed Forrester that incoming faxes “were received simultaneously by all 3 HR representatives.”

At Forrester’s next appointment with Stepanoff on April 5, 2016,<sup>3</sup> Forrester “loudly complained to Stepanoff[,] wanting to know why he had faxed Plaintiff’s medical records to his employer without Plaintiff’s authorization.” Stepanoff responded, “Hey, everyone makes mistakes” and clarified that an office assistant had sent the fax. Forrester was “exceedingly upset and demanded that Defendants’ entire staff be properly trained. Stepanoff then had Plaintiff follow him to the front office, requested attention from an office assistant, and verbally told the assistant not to fax patients’ medical records to their employers. The assistant simply said ‘Ok’, after which Stepanoff turned to Plaintiff and said, ‘There.’ ” Forrester “left . . . in disgust.” Forrester sought to replace Stepanoff and found a psychiatrist whom he began seeing in May 2016; he also alleged that his “last session with Defendants” occurred on June 13, 2016.

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<sup>3</sup> Subsequent iterations of the complaint state that the next appointment was on April 4, 2016.

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In June 2016, Forrester filed a HIPAA complaint with the United States Department of Health and Human Services against Stepanoff. In August 2016, the Department responded, stating that, after careful review, it had “determined to resolve this matter informally through the provision of technical assistance to Benjamin Stepanoff” and that the case would be closed “without further action.”

Forrester’s “medical leave” lasted for three months, and his employer fired him two-and-a-half months after he returned to work. He claimed that Respondents “willfully and illegally” disclosed his medical information to his employer, causing him “significant economic loss, professional damage to his reputation, pain and suffering, and severe mental and emotional distress.” Forrester asserted that his complaint was “technically not being based on HIPAA but actually based on breach of written contract for doctor-patient confidentiality.” The complaint alleged a single cause of action for breach of written contract.

Among the exhibits attached to the complaint were: (1) a document titled “Patient Rights and Responsibilities” that stated 4 Forrester had the right to “Confidentiality,” to “Have your privacy respected,” and to “Your records being kept confidential”; and (2) a document titled “HIPAA Confidentiality of Personal Health Information” that stated “Your PHI<sup>[4]</sup> is not

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<sup>4</sup> Elsewhere on the document, PHI was defined as “personal health information.”

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shared with your employer unless you give written authorization.” Both of these forms were signed only by Forrester.

Respondents “demur[red] to the complaint on the grounds that Plaintiff has failed to allege a contract, there is no private right of action for HIPAA violations and the action is barred by the statute of limitation[s].”<sup>5</sup>

In October 2020, the court (Judge Anthony Mohr) sustained the demurrer, expressing doubt that the “Patient Rights and Responsibilities” and “HIPAA Confidentiality of Personal Health Information” forms were “contracts as they appear to be mere notices of statutory rights.” The court concluded that Forrester’s “complaint contains no recitation of the elements of a contract or its breach” and that “the complaint contains various citations to statutes, i.e. [Civil Code] § 56.10(a), and allegations of other conduct by Stepanoff, i.e. ‘ill-mannered first question’ and ‘no return of phone calls,’ that “further muddle Plaintiff’s confusing cause of action for breach of contract.” The court granted Forrester 30 days’ leave to amend.

**B. *Respondents Successfully Demur to Forrester’s First Amended Complaint***

In November 2020, Forrester filed his first

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<sup>5</sup> While the demurrer is absent from the appellate record, its arguments were briefly described in the court’s ruling sustaining it.

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amended complaint. The allegations were substantively identical, and Forrester added that “[j]ust because Plaintiff does not have a copy of the contract, Plaintiff alleges that a signed contract – an agreement or a consent form of sorts – between Defendants and Plaintiff must have been in place prior to the California-licensed Defendant Stepanoff to psychologically diagnose and treat Plaintiff.” Forrester did not allege the terms of this contract. Forrester also added a cause of action for intentional infliction of emotional distress (IIED), alleging that, after Stepanoff stated that everyone made mistakes, Forrester “had gotten the impression that Stepanoff likely had intentionally faxed Plaintiff’s medical records” to his employer. Forrester additionally alleged that Respondents’ “malicious and despicable act” was evidenced by how they filled out portions of a “Claim for Disability Insurance (DI) Benefits” form, where they falsely stated that: (1) Forrester did not intend to file for worker’s compensation benefits; (2) his disability was not caused or aggravated by his job; and (3) disclosure of the information on the form would not be medically or psychologically detrimental to Forrester.

In February 2021, the court sustained Respondents’ demurrer to the first amended complaint.<sup>6</sup> As to the breach of contract cause of action, the court first found that the cause of action was not

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<sup>6</sup> While the court stated it considered “the moving papers, opposition and reply,” none of these documents appear in the appellate record.

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barred by the statute of limitations set forth in Code of Civil Procedure section 340.5.<sup>7</sup> The court stated that it could not sustain a demurrer on this basis because Respondents failed to provide any authority that wrongfully faxing medical records to Forrester's employer constituted professional negligence. The court sustained the demurrer on the basis that Forrester failed to sufficiently allege the existence of a contract.<sup>8</sup>

As to the IIED cause of action, the court sustained Respondents' demurrer because the wrongdoing alleged did "not rise to the level of extreme and outrageous conduct." The court granted 20 days' leave to amend.

***C. Respondents Successfully Demur to  
Forrester's Second Amended Complaint***

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<sup>7</sup> Undesignated statutory references are to the Code of Civil Procedure. (§ 340.5 ["In an action for injury or death against a health care provider based upon such person's alleged professional negligence, the time for the commencement of action shall be three years after the date of injury or one year after the plaintiff discovers, or through the use of reasonable diligence should have discovered, the injury, whichever occurs first"].)

<sup>8</sup> The court noted that, in opposition to the demurrer, Forrester had referenced a "Consent and allegations remained essentially the same as his previous complaints, Forrester attached the "Consent and Agreement for Psychological Testing and Evaluation," which was purportedly signed by both Forrester and Stepanoff, but concluded it could not consider extrinsic evidence while ruling on a demurrer.

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In March 2021, Forrester filed his second amended (and operative) complaint (SAC). While the Allegations remained essentially the same, as his previous complaints,<sup>9</sup> Forrester attached the “Consent and Agreement for Psychological Testing and Evaluation” to his SAC. This document stated that Forrester agreed to allow Stepanoff to perform psychological testing, assessment, or evaluation. The document also stated that Forrester understood: (1) Stepanoff agreed that the procedures for “maintaining my privacy” would be “carried out in accord with the rules and guidelines of the American Psychological Association and other professional organizations”; (2) “[t]est and test results [sic] will be kept in a secure place to maintain their confidentiality”; and (3) that the fees for these services would be billed to his insurance company, with Forrester remaining responsible for the balance of any amount owing. Forrester signed the agreement next to the handwritten date “3/31/16.” Below his signature block was the statement: “I, the psychologist, have discussed the issues above with the client (and/or his or her parent or guardian). My observations of this person’s behavior and responses give me no reason, in my professional judgment to believe that this person is not fully competent to give informed and willing consent” and Stepanoff’s signature next to the handwritten date “3/31/16.” The SAC also listed rules

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<sup>9</sup> Forrester added that he sought treatment at Advances not only due to the “ongoing stressors at his former work,” but especially the tremendous, abrupt (*Fn. is continued on the next page.*)

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and regulations promulgated by the American Psychological Association regarding the confidentiality of patient information.

Additionally attached to the SAC were: (1) a document titled "Advances in Medical Health & Addictions Treatment Center" that stated a "notice of privacy practices" form had been provided to Forrester; and (2) a document titled "Office Policies 8 and General Information Agreement to Provide Mental Services" that provided "All written or spoken material from any and all sessions, including psychological testing, will be considered confidential," unless the patient authorized release of the material, the patient presented a danger to himself, or abuse was suspected. Forrester's was the sole signature on the documents. The SAC was unclear as to whether Forrester was alleging these latter two documents also constituted agreements between him and Respondents.

Respondents again demurred. As to the breach of contract cause of action, they again argued that it was barred by the statute of limitations set forth in section 340.5, and that, although Forrester did not label his causes of action as professional negligence, he was still subject to the section 340.5 deadlines because his injuries were "related to the manner in which the defendant rendered medical services." Respondents

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"overwhelming anxiety that was triggered the previous day." and Agreement for Psychological Testing and

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also argued that Forrester failed to state facts sufficient to constitute a cause of action for breach of contract because Advances did not sign the “Consent Evaluation” and neither defendant signed “Advances in Medical Health & Addictions Treatment Center” or “Office Policies and General Information Agreement to Provide Mental Services,” because the agreements lacked consideration, and because, by insisting the HIPAA privacy notice created a legally binding contract, Forrester was attempting to circumvent HIPAA, which had no private right of action.

As to the IIED claim, Respondents argued that Forrester failed to state facts sufficient to constitute a cause of action 9 because the conduct alleged was not outrageous, and because defendants had no intent to cause Forrester emotional distress.

In June 2021, Forrester opposed the demurrer. He argued that the statute of limitations set forth in section 340.5 was inapplicable, and that the court should apply the four-year statute of limitations set forth in section 337, subdivision (a). He also argued that even without Respondents’ signatures on the agreements, their assent was manifested by their subsequent action of treating him. Forrester admitted that his complaint was not based on HIPAA. Finally, Forrester asserted that Respondents’ acts had been outrageous. In August 2021, Respondents submitted a reply reiterating the points raised in their demurrer.

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At an August 2021 hearing, the trial court (Judge Maurice A. Leiter) sustained Respondents' demurrer.<sup>10</sup> It again rejected Respondents' section 340.5 statute-of-limitations argument, finding that they "present[ed] no authority holding that faxing medical records is the rendering of medical services." The court agreed, however, that Forrester failed to allege a contract because he did not allege which of the documents attached was a contract and which provision was breached. The court again found that Forrester's allegations of wrongdoing did not "rise to the level of extreme and outrageous conduct." Noting that Forrester had been given three opportunities to state a cause of action and that it did not see how a fourth attempt would enable Forrester to "cure the consistent defects," the court denied leave to amend.

***D. Forrester Appeals***

In September 2021, Forrester filed a request for a statement of decision regarding the court's ruling on the demurrer to his SAC. The court denied his request, noting both that its previous order had "set forth the reasons for the Court's ruling" and that "A statement of decision under Code of Civil Procedure section 632 is not required."

In March 2022, Forrester filed a "Notice of Intention

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<sup>10</sup> Although the appellate record does not indicate why Judge Leiter ruled on this demurrer as opposed to Judge Mohr, Forrester alleged in his opening brief that the case was transferred from Judge Mohr to Judge Leiter in February 2021.

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to Move for New Trial.” Several days later, the court issued a minute order stating, in pertinent part: “On August 23, 2021[,] the Court sustained a demurrer without leave to amend. This order is not a verdict subject to modification or vacation in a motion for new trial under CCP 657 et seq.” Nevertheless, Forrester proceeded to file a memorandum of points and authorities in support of a motion for new trial. He listed 11 reasons why his motion should be granted: (1) the court improperly excluded evidence at the demurrer hearing; (2) Respondents breached the contracts by disclosing Forrester’s medical information; (3) Respondents’ breach was a substantial contributory factor to Forrester’s termination; (4) Respondents’ actions were an extreme and outrageous act of intentional infliction of emotional distress; (5) Forrester suffered significant damages due to Respondents’ wrongdoing and his subsequent termination; (6) the tentative decision was not a judgment and was not binding; (7) the court did not issue a signed judgment; (8) the court did not issue a statement of decision; (9) the court’s minute order granting the demurrer did not trigger the deadline to file a notice of intent to move for a new trial; (10) the court was 11 required to issue a statement of decision; and (11) the court was wrong in concluding that its order sustaining the demurrer was not subject to modification or vacation by a motion for new trial. The record discloses no further response from the court regarding this memorandum.

In September 2022, Forrester appealed the

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August 2021 minute order sustaining Respondents' demurrer. Our Administrative Presiding Justice dismissed the appeal, holding that "an order sustaining a demurrer without leave to amend is not a final, appealable order" and noting that "the appeal lies in the written, signed judgment or order of dismissal entered after the demurrer is sustained."

In March 2023, Forrester asked the court to enter judgment pursuant to its August 2021 minute order sustaining Respondents' demurrer. The court did so, entering judgment in Respondents' favor. Forrester timely appealed from the judgment.

**DISCUSSION*****A. The Court Did Not Err in Sustaining Respondents' Demurrer***

"In our de novo review of an order sustaining a demurrer, we assume the truth of all facts properly pleaded . . . or reasonably inferred from the pleading, but not mere contentions, deductions, or conclusions of law." (*New Livable California v. Association of Bay Area Governments* (2020) 59 Cal.App.5th 709, 714.) "[W]e give the complaint a reasonable interpretation, reading it as a whole and its parts in their context. [Citation.] When a demurrer is sustained, we determine whether the complaint states facts sufficient to constitute a cause of action. 12 [Citation.] And when it is sustained without leave to amend, we decide whether there is a reasonable possibility that the defect can be cured by amendment. . ." [Citation.]

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“The burden of proving such reasonable possibility is squarely on the plaintiff.” [Citation.] Our examination of the complaint is de novo.” (*Centinela Freeman Emergency Medical Associates v. Health Net of California, Inc.* (2016) 1 Cal.5th 994, 1010.) “ ‘We affirm the judgment if it is correct on any ground stated in the demurrer, regardless of the trial court’s stated reasons.’ ” (*Entezampour v. North Orange County Community College Dist.* (2010) 190 Cal.App.4th 832, 837.) And in reviewing the operative complaint, “ ‘we look past the form of the pleading to its substance and ignore any erroneous or confusing labels [plaintiff] attached.’ ” (*Larson v. UHS of Rancho Springs, Inc.* (2014) 230 Cal.App.4th 336, 342.)

**1. Breach of Contract**

While the SAC is not entirely clear, Forrester appears to allege that Respondents breached the “Consent and Agreement for Psychological Testing and Evaluation” because they “failed to have Plaintiff’s medical records kept confidential.”

Although Forrester styled his cause of action as a “breach of contract,” the SAC alleges that Respondents did so by breaching guidelines set by their professional organizations and breaching the Confidentiality of Medical Information Act (Civil Code section 56 et seq.). As such, we conclude that the cause of action is barred by the statute of limitations set forth in sections 340.5 and 338. 13

**(a) Professional Negligence (§ 340.5)**

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“[W]hen a plaintiff asserts a claim against a health care provider on a legal theory other than professional negligence, courts must determine whether the claim is nonetheless based on the health care provider’s professional negligence, which would require application of [the statute of limitations set forth in section 340.5].” (*Larson v. UHS of Rancho Springs, Inc.*, *supra*, 230 Cal.App.4th at p. 347.) “When . . . the question presented concerns which limitations period applies, courts also must focus on the nature or gravamen of the claim, not the label or form of action the plaintiff selects.” (*Ibid.*)

Forrester did not dispute below that Respondents are “health care provider[s]” or that his complaint was filed outside the deadlines set forth in section 340.5. Instead, he argued that Respondents’ wrongdoing did not constitute professional negligence. We disagree.

“ ‘Professional negligence’ means a negligent act or omission to act by a health care provider in the rendering of professional services, which act or omission is the proximate cause of a personal injury or wrongful death, provided that such services are within the scope of services for which the provider is licensed and which are not within any restriction imposed by the licensing agency or licensed hospital.” (§ 340.5, subd. (2).)

At oral argument, Forrester agreed that “being on leave” was part of the professional service rendered by Respondents. As part of placing Forrester on leave,

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Respondents needed to communicate with Forrester's employer, which they did by 14 sending the fax.<sup>11</sup> Additionally, Forrester alleged that the American Psychological Association's Code of Conduct states that "Psychologists have a primary obligation [to] take reasonable precautions to protect confidential information obtained through or stored in any medium" and that they should "discuss confidential information obtained in their work only for appropriate scientific or professional purposes and only with persons clearly concerned with such matters." He also alleged this Code of Conduct required psychologists to "include in written and oral reports and consultations, only information germane to the purpose for which the communication is made."

Thus, to the extent that Forrester's claim is based on an action taken by Respondents as part of Forrester's treatment— which action Forrester alleges violated professional guidelines— we conclude it is subject to the statute of limitations set forth in section 340.5; i.e., "three years after the date of injury or one year after the plaintiff discovers, or through the use of reasonable diligence should have discovered, the injury, whichever occurs first."

**(b) Confidentiality of Medical Information Act**

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<sup>11</sup> (See *Titolo v. Cano* (2007) 157 Cal.App.4th 310, 318 [communications between physician and patients' insurance companies within "provision of medical services" because such communications are "a necessary part of the provision of medical services to those patients"].)

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Forrester also alleged that Respondents violated California law in their disclosure of his medical information. As Forrester recognized in the SAC, Civil Code section 56.10—part of the 15 Confidentiality of Medical Information Act—provides that “[a] provider of health care. . . shall not disclose medical information regarding a patient of the provider of health care . . . without first obtaining an authorization.” (Civ. Code, § 56.10, subd. (a).) A breach of this section gives rise to a private right of action. (*Vigil v. Muir Medical Group IPA, Inc.* (2022) 84 Cal.App.5th 197, 219.)

“Where a statutory scheme has been adopted that gives rise to newly created rights, the liability for breach of those rights is statutory.” (*Winick Corp. v. General Ins. Co.* (1986) 187 Cal.App.3d 142, 145.) To the extent that Forrester’s breach of contract cause of action is based on Respondents’ alleged violation of the Confidentiality of Medical Information Act, it must have been brought within the statute of limitations for violations of that Act because liability arises, if at all, under the Act. “An action upon a liability created by statute, other than a penalty or forfeiture” must be brought within three years. (§ 338, subd. (a).)

We conclude that Forrester’s “breach of contract” cause of action is subject to the deadlines set forth in sections 340.5 and 338 and is therefore time-barred.

**2. IIED**

“Intentional infliction of emotional distress has

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a two-year statute of limitations.” (*Wassmann v. South Orange County Community College Dist.* (2018) 24 Cal.App.5th 825, 852–853; § 335.1.) It is undisputed that Respondents’ alleged misdeeds occurred in 2016, and Forrester filed his initial complaint in 2020. Any cause of action for intentional infliction of emotional distress is therefore barred by the statute of limitations, and we need not consider whether the trial court correctly determined 16 that Respondents’ actions were insufficiently outrageous to state facts for an IIED claim.

In supplemental briefing, Forrester contends that the two year statute of limitations should be subject to equitable tolling. We disagree. “The equitable tolling of statutes of limitations is a judicially created, nonstatutory doctrine.” (*McDonald v. Antelope Valley Community College Dist.* (2008) 45 Cal.4th 88, 99.) “It is ‘designed to prevent unjust and technical forfeitures of the right to a trial on the merits when the purpose of the statute of limitations—timely notice to the defendant of the plaintiff’s claims—has been satisfied.’ ” (Ibid.) “Broadly speaking, the doctrine applies ‘ “[w]hen an injured person has several legal remedies and, reasonably and in good faith, pursues one.” ’ ” (Id. at p. 100.)

The record discloses that, aside from this action, Forrester also filed a complaint with the Department of Health and Human Services regarding Respondents’ disclosures of his mental health information. Forrester admits, however, that in

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August 2016, the Department informed him it was resolving this issue with the “provision of technical assistance” to Stepanoff, and that the case would be closed “without further action.” The record does not disclose that Forrester pursued any other legal remedies before filing his initial complaint. Thus, even assuming—without deciding—that the statute of limitations should have been equitably tolled during the pendency of his HIPAA complaint, Forrester’s IIED cause of action would still be time-barred, because it was brought more than two years after the HIPAA complaint was resolved in August 2016.

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**B. *The Court Did Not Err in Denying Forrester’s Request for a Statement of Decision***

Forrester requested the trial court issue a statement of decision regarding its ruling sustaining Respondents’ demurrer. The trial court denied that request, holding that “[a] statement of decision under Code of Civil Procedure section 632 is not required.” Forrester contends the court erred because “[t]he court order did not explain ‘the factual and legal basis for its decision as to each of the principal controverted issues[.]’ that made Plaintiff’s request ‘not required.’” We disagree.

“In superior courts, upon the trial of a question of fact by the court, written findings of fact and conclusions of law shall not be required. The court shall issue a statement of decision explaining the factual and legal basis for its decision as to each of the

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principal controverted issues at trial upon the request of any party appearing at the trial.” (§ 632.) Here, there was no trial of a question of fact. The court sustained a demurrer, assuming the truth of the factual allegations in the SAC. No statement of decision was required. (See *Miller v. Bakersfield News-Bulletin, Inc.* (1975) 44 Cal.App.3d 899, 900–901, 903 [after “demurrer was sustained without leave to amend as to the complaint,” appellate court affirmed trial court’s refusal “to require findings of fact and conclusions of law as demanded by plaintiff” because “[f]indings of fact and conclusions of law can only be demanded after a trial. (Code Civ. Proc., § 632.) No trial took place here, plaintiff having failed to state a cause of action”].)

18 C. *Forrester Fails to Demonstrate the Court Prejudicially Erred in denying His Motion for New Trial*

After Forrester filed a “Notice of Intention to Move for New Trial,” the court issued a minute order stating, in pertinent part: “On August 23, 2021[,] the Court sustained a demurrer without leave to amend. This order is not a verdict subject to modification or vacation in a motion for new trial under CCP 657 et seq.” Forrester contends the court erred because he “had justifiably provided grounds and reasons in his Notice of Intent to Move for a New Trial . . . due to the court’s order ‘. . . materially affecting the substantial rights of such party [Plaintiff] for all of the grounds above (1 through 4), not just one[.]’ ” and because he

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had filed the requisite supporting documents.

Neither party has provided any authority addressing whether a motion for new trial lies after the court sustains a demurrer without leave to amend. Our independent research has uncovered authority suggesting that such a motion is proper after the entry of judgment following the sustaining of a demurrer. (See *Carney v. Simmonds* (1957) 49 Cal.2d 84, 87, 91 [motion for new trial proper after court entered judgment following granting of motion for judgment on the pleadings without leave to amend]; *Evarts v. Jones* (1959) 170 Cal.App.2d 197, 206 [reversing trial court's refusal "to set the motion [for new trial] for hearing on the ground that such a motion does not lie where a judgment of dismissal has been entered after sustaining a demurrer without leave to amend" because "[a] motion for a new trial is proper under such circumstances".]) At the time Forrester made his motion, a judgment had yet to be entered. 19

We need not consider this issue because the SAC's causes of action are fatally defective. Thus, even if the court should have heard Forrester's motion, no prejudice resulted from its refusal to do so. (See, e.g., *Kourounian v. California Dept. of Tax & Fee Administration* (2023) 91 Cal.App.5th 1100, 1112 ["Error alone is not sufficient to reverse a judgment. We reverse only when a party demonstrates that prejudicial error occurred and caused appellant

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‘substantial injury’ and that a ‘different result would have been probable’ absent the error”]; § 475 [“The court must, in every stage of an action, disregard any error, improper ruling, instruction, or defect, in the pleadings or proceedings which, in the opinion of said court, does not affect the substantial rights of the parties. No judgment, decision, or decree shall be reversed or affected by reason of any error, ruling, instruction, or defect, unless it shall appear from the record that such error, ruling, instruction, or defect was prejudicial, and also that by reason of such error, ruling, instruction, or defect, the said party complaining or appealing sustained and suffered substantial injury, and that a different result would have been probable if such error, ruling, instruction, or defect had not occurred or existed. There shall be no presumption that error is prejudicial, or that injury was done if error is shown”].)<sup>12</sup>

**D. *Leave to Amend***

Forrester has not suggested how he could amend the complaint to cure the defects discussed above, nor do we see how 20 he could. We conclude the court did not err in sustaining the demurrer without leave to amend.

---

<sup>12</sup> Forrester noted at oral argument that he was no longer “interested in” his arguments regarding a statement of decision and motion for new trial, and “killing those two” arguments.

*Appendix A*

**DISPOSITION**

The trial court's judgment and orders are affirmed. Respondents are awarded their costs on appeal.

NOT TO BE PUBLISHED

KLATCHKO, J.\*

We concur:

ROTHSCHILD, P. J.

WEINGART, J.

---

\* Judge of the Riverside County Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.

**APPENDIX B – DENIAL OF  
REHEARING OF THE CALIFORNIA  
COURT OF APPEALS,  
FILED JANUARY 23, 2025**

CALIFORNIA COURT OF APPEALS

Court of Appeals No. B331145  
City/County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

**ORDER DENYING PETITION FOR  
REHEARING**

The PETITION FOR REHEARING filed in  
this appeal by: Humphrey V. Forrester,  
Plaintiff-Appellant,

**Is: DENIED**

DATE: January 23, 2025

BY THE COURT:

Klatchko, J., Rothschild, P.J., Weingart, J.

*Appendix B*

IN THE COURT OF APPEAL  
OF THE STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION 1

COURT OF APPEAL - SECOND DIST.  
FILED - Jan 23, 2025  
Daniel Potter, Clerk  
JLozano, Deputy Clerk

HUMPHREY V. FORRESTER,  
Plaintiff and Appellant,

v.

BENJAMIN STEPANOFF et al.,  
Defendants and Respondents.

B331145

Los Angeles County Super. Ct. No. 20STCV12615

THE COURT:

Petition for rehearing is denied.

/s/ Klatchko  
Klatchko, J.\*  
Judge

/s/ Rothchild  
Rothchild, P.J.  
Judge

/s/ Weingart  
Weingart, J.  
Judge

---

\* Judge of the Riverside County Superior Court,  
Assigned by the Chief Justice pursuant to article VI,  
section 6 of the California Constitution.

**APPENDIX C – CLERK OF THE COURT:  
LETTER BRIEF REQUEST OF THE  
CALIFORNIA COURT OF APPEALS,  
FILED NOVEMBER 26, 2024**

CALIFORNIA COURT OF APPEALS

Court of Appeals No. B331145  
City/County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

CLERK OF THE COURT: LETTER BRIEF  
REQUEST RE- STATUTE OF LIMITATIONS  
FOR BREACH OF CONTRACT VERSUS  
CONFIDENTIALITY OF MEDICAL  
INFORMATION ACT

LETTER BRIEF REQUEST filed in this  
appeal by: Clerk of the Court,  
**Is: ACKNOWLEDGED**

DATE: November 26, 2024

*Appendix C*



Court of Appeal  
State of California  
Second Appellate District

300 South Spring Street  
Second Floor, North Tower  
Los Angeles, CA 90013  
(213) 830-7000

Eva McClintock  
Clerk of the Court/Executive Officer

Orlando J. Carbone  
Assistant Clerk/Executive Officer

November 26, 2024

Humphrey V. Forrester  
8765 San Antonio Drive  
Buena Park, CA 90620

Brian L. Hoffman  
Nicholas McGuigan Gedo  
Wood, Smith, Henning & Berman, LLP  
505 N. Brand Blvd., Suite 1100  
Glendale, CA 91203

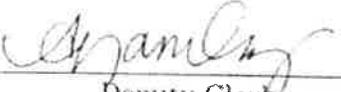
*Appendix C*

Re: *Forrester v. Advances in Mental Health and Addictions Treatment Center, Inc., et al.*  
Court of Appeal Case No. B331145

Dear Counsel and Mr. Forrester:

Pursuant to Government Code section 68081, the parties are invited to file with the court a letter brief of no more than three pages addressing whether the breach of contract cause of action in the second amended complaint is barred by the statute of limitations applicable to the Confidentiality of Medical Information Act. The briefs shall be filed and served by December 13, 2024.

EVA McCLINTOCK, Clerk

By:   
Deputy Clerk

**APPENDIX D – CLERK OF THE COURT:  
LETTER BRIEF REQUEST OF THE  
CALIFORNIA COURT OF APPEALS,  
FILED OCTOBER 18, 2024**

CALIFORNIA COURT OF APPEALS

Court of Appeals No. B331145  
City/County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

CLERK OF THE COURT: LETTER BRIEF  
REQUEST RE- STATUTE OF LIMITATIONS  
FOR INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS

LETTER BRIEF REQUEST filed in this  
appeal by: Clerk of the Court,  
**Is: ACKNOWLEDGED**

DATE: October 18, 2024

*Appendix D*



Court of Appeal  
State of California  
Second Appellate District

300 South Spring Street  
Second Floor, North Tower  
Los Angeles, CA 90013  
(213) 830-7000

Eva McClintock  
Clerk of the Court/Executive Officer

Orlando J. Carbone  
Assistant Clerk/Executive Officer

October 18, 2024

Humphrey V. Forrester  
8765 San Antonio Drive  
Buena Park, CA 90620  
banansag4@yahoo.com

Brian L. Hoffman  
Nicholas McGuigan Gedo  
Wood, Smith, Henning & Berman, LLP  
505 N. Brand Blvd., Suite 1100  
Glendale, CA 91203

*Appendix D*

bhoffman@wshblaw.com  
ngedo@wshblaw.com

Jessica Michele Neighbors  
10960 Wilshire Boulevard, 18th Floor  
Los Angeles, CA 90024  
jneighbors@wshblaw.com

Jackson G. DeWolfe  
Wilson Elser Moskowitz Edelman & Dickler  
555 S. Flower St., Suite 2900  
Los Angeles, CA  
Jdewolfe@wshblaw.com

RE: *Forrester v. Stephanoff et al.*  
Court of Appeal Case No. B331145;  
LASC Case No. 20STCV12615

Dear Counsel and Mr. Forrester:

"Intentional infliction of emotional distress has a two-year statute of limitations." (*Wassmann v. South Orange County Community College Dist.* (2018) 24 Cal.App.5th 825, 852-853.) Pursuant to Government Code section 68081, the parties are invited to file with the court a letter brief of no more than three pages addressing whether appellant's cause of action for intentional infliction of emotional distress is barred by the statute of limitations. The briefs shall be filed and served by November 1, 2024.

*Appendix D*

Very truly yours,

EVA McCLINTOCK, Clerk

By:   
Sr. Deputy Clerk

**APPENDIX E – DENIAL OF PETITION  
FOR REVIEW OF THE CALIFORNIA  
COURT OF APPEALS, FILED  
JANUARY 22, 2025**

CALIFORNIA SUPREME COURT

Supreme Court No. S289252  
Court of Appeals No. B331145  
City/County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

**ORDER DENYING PETITION FOR REVIEW**

The PETITION FOR REVIEW filed in this  
appeal by: Humphrey V. Forrester, Plaintiff-  
Appellant,  
**Is: DENIED**

DATE: April 23, 2025

BY THE COURT: Guerrero

*Appendix E*

Court of Appeal, Second Appellate District,  
Division One - No. B331145

S289252

**IN THE SUPREME COURT OF CALIFORNIA**

En Banc

Supreme Court

FILED

April 23, 2025

Jorge Navarrete

Deputy Clerk

HUMPHREY V. FORRESTER, Plaintiff and  
Appellant,

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER,  
INC., et al., Defendants and Respondents.

---

The petition for review is denied.

GUERRERO

---

Chief Justice

**APPENDIX F – DISMISSAL ORDER  
OF THE CALIFORNIA COURT OF  
APPEALS, FILED JANUARY 11, 2023**

CALIFORNIA COURT OF APPEALS

Court of Appeals No. B323350  
City and County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

**DISMISSAL ORDER: LACK OF JURISDICTION**

The APPEAL filed on September 12, 2022, in this  
appeal by: Humphrey V. Forrester, Plaintiff-  
Appellant,

**Is: DISMISSED**

DATE: January 11, 2023

BY THE COURT: Lui, E.

*Appendix F*

IN THE COURT OF APPEAL OF THE STATE OF  
CALIFORNIA SECOND APPELLATE DISTRICT  
DIVISION P

COURT OF APPEAL – SECOND DIST.  
FILED

Jan 11, 2023

Eva McClintock, Clerk  
Apalencia-Huerta, Deputy Clerk

HUMPHREY V. FORRESTER,  
Plaintiff and Appellant,

v.

BENJAMIN STEPANOFF et al.,  
Defendants and Respondents.

---

THE COURT:

On September 12, 2022, plaintiff Humphrey V. Forrester filed a notice of appeal from the August 23, 2021 minute order memorializing the court's sustaining without leave to amend the demurrer of defendants Advances in Mental Health and Addictions Treatment Center and Benjamin Stepanoff (Defendants) to the Second Amended Complaint. On September 28, 2022, Forrester filed his civil case information statement (Cal. Rules of Court, rule 8.100(g)(l)) [1] and attached as the

---

1 Further rule references are to the California Rules of Court.

*Appendix F*

appealed order (*ibid.*) the August 23, 2021 minute order.

A notice of appeal must be filed on or before the earliest of 60 days after service by or on the appealing party of a document entitled "Notice of Entry" of the judgment or a filed-endorsed copy of the judgment; or 180 days after entry of the appealed judgment. (Rules 8.104(a)(l)(A)-(C).) Forrester filed his notice of appeal 385 days after entry of the appealed August 23, 2021 order. "If a notice of appeal is filed late, the reviewing court must dismiss the appeal." (Rule 8.104(b).)

On October 7, 2022, the clerk of this court sent notice to Forrester requesting him to demonstrate in writing why his appeal should not be dismissed as having been untimely filed. Defendants were invited to reply to any response. On October 24, 2022, Forrester filed a response to the clerk's notice. On October 28, 2022, Defendants filed a reply to Forrester's response.

The court has read and considered the response and reply. In his response, Forrester is unable to overcome that his appeal was filed well beyond the time permitted by rules 8.104(a)(l)(A)-(C) Forrester argues that pursuant rule 8.66, the public health emergency created by the COVID-19 pandemic extended the time to file an appeal from the August 23, 2021 order. Forrester is incorrect.

*Appendix F*

The Emergency Order issued on April 15, 2020 in the early stages of the COVID-19 pandemic by the Chair of the Judicial Council pursuant to rule 8.66, authorized this court to extend the time periods specified by the California Rules of Court for acts and events in this court during the time period between April 20, 2020, through and including May 18, 2020, by no more than 30 days. Accordingly, this court issued an Implementation Order on April 15, 2020 extending by 30 days the time periods specified by the California Rules of Court for acts and events in this court during the time period between April 20, 2020, through and including May 18, 2020. The Chair of the Judicial Council has not since, pursuant to rule 8.66, extended the time periods for acts and events in this court specified by the California Rules of Court, and this court's April 15, 2020 Implementation Order therefore has not been renewed. The 30-day extension period provided by the April 15, 2020 Implementation Order lapsed before Forrester should have filed his notice of appeal from the August 23, 2021 order within the time periods set out by rules 8.104(a)(1)(A)-(C).

Forrester also asserts that purported procedural irregularities surrounding the notice of entry of the appealed order warrant equitable tolling of the time to appeal. However, « Except as provided in rule 8.66, no court may extend the time to file a notice of appeal... » (Rule 8.104(b); see also *Williams v. Long (1900) 130 Cal. 58,59* [court has no power to

*Appendix F*

extend the time for taking an appeal, or to relieve appellant from effect of misfortune, accident, surprise, or mistake].) As discussed, this court's authority under rule 8.66 to extend the time to file a notice of appeal has expired.

Further, an order sustaining a demurrer without leave to amend is not a final, appealable order. (Code Civ. Proc., § 904.1, subd. (a)(1).) If the demurrer is sustained without leave to amend, the appeal lies in the written, signed judgment or order of dismissal entered after the demurrer is sustained. (*Hill v. City of Long Beach (1995) 33 Cal.App.4th 1684, 1695. [Citation.]*) This court lacks jurisdiction to hear an appeal taken from a nonappealable order. (*Sherman v. Standard Mines Co. (1913) 166 Cal. 524, 525* [attempt to appeal from nonappealable order does not give court jurisdiction or authority to review it].)

The appeal initiated by the notice filed on September 12, 2022, is dismissed for lack of jurisdiction.

/s/ Elwood Lui  
Administrative Presiding Justice

**APPENDIX G – FORRESTER’S REQUEST  
FOR JUDGMENT OF THE  
CALIFORNIA SUPERIOR COURT,  
FILED MARCH 1, 2023**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants.*

FORRESTER’S REQUEST FOR JUDGMENT

FORRESTER’S REQUEST FOR JUDGMENT  
filed in this district court by:  
Humphrey V. Forrester, Plaintiff,

**Is: FILED**

DATE: March 29, 2023

*Appendix G*

HUMPHREY V. FORRESTER  
8765 San Antonio Drive  
Buena Park, CA 90620  
t. (714) 822-1445  
e. Banansag4@yahoo.com  
IN PRO PER

SUPERIOR COURT OF THE STATE OF  
CALIFORNIA

COUNTY OF LOS ANGELES  
Case No. 20STCV12615  
[Honorable Maurice A. Leiter, Dept. 54]

HUMPHREY V. FORRESTER,  
Plaintiff,

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER,  
and BENJAMIN STEPANOFF,  
Defendants.

PLAINTIFF'S REQUEST FOR JUDGMENT  
(REF: COURT'S TENTATIVE DECISION  
DATED AUGUST 23, 2021)

Dept.: 54  
Hearing Date: August 23, 2021  
Complaint Filed: April 1, 2020  
FAC: November 18, 2020  
SAC: March 19, 2021

*Appendix G*

TO THE HONORABLE COURT, ALL PARTIES  
AND THEIR COUNSEL OF RECORD:

Plaintiff Humphrey V. Forrester hereby seeks Judgment as to the Superior Court's tentative decision dated August 23, 2021. See Attachment A. There was no judgment or entry of judgment, and the defendants, Advances in Mental Health and Addictions Treatment Center and Benjamin Stepanoff, Psy. D, or their counsel, had not served a Notice of Entry of Judgment at any time on or after August 23, 2021. (California Rules of Court 3.1590(l)) The court had ordered 'defendants to notice', but there was nothing attached to defendant's 'Notice of Ruling Re Defendants' Demurrer to Plaintiff's Second Amended Complaint' on August 23, 2021. See Attachment B.

The tentative decision does not constitute a judgment and is not binding on the court. (Rule 3.1590(b).)

On September 12, 2022, Plaintiff Forrester filed an appeal in the California Court of Appeal Second Appellate District, Division p, Appellate Court No. B323350. Plaintiff believed that jurisdiction had not expired because there was no written order or judgment signed/stamped by Superior Court, or that no Notice of Entry of Judgment was entered by the Superior Court. (Refer to Plaintiff's Notice of Intention to Move for a New Trial dated March 3, 2022, which the Superior

*Appendix G*

Court denied on March 7, 2022, and cited CCP 657.

Plaintiff had also cited CCP 657 several times in the Notice of Intention and had provided valid reasons for a motion for a new trial.) However, on January 11, 2023, the Court of Appeal filed a dismissal order of the appeal due to “lack of jurisdiction”. Below are the Court of Appeal’s statements:

“...an order sustaining a demurrer without leave to amend is not a final, appealable order. (Code Civ. Proc., § 904.1, subd. (a)(1).) If the demurrer is sustained without leave to amend, the appeal lies in the written, signed judgment or order of dismissal entered after the demurrer is sustained. (*Hill v. City of Long Beach (1995) 33 Cal.App.4th 1684, 1695. [Citation.]*) This court lacks jurisdiction to hear an appeal taken from a nonappealable order. (*Sherman v. Standard Mines Co. (1913) 166 Cal. 524, 525 [attempt to appeal from nonappealable order does not give court jurisdiction or authority to review it].*)

“The appeal initiated by the notice filed On September 12, 2022, is dismissed for lack of jurisdiction.

Elwood Lui,  
Administrative Presiding Justice

*Appendix G*

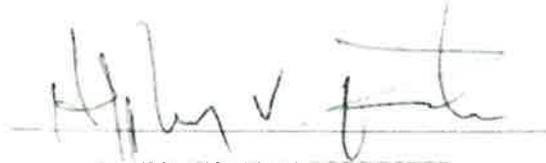
From the above statements by the Court of Appeal, a written signed judgment is required for an appealable order. Since there was no written signed judgment or entry of judgment, Plaintiff respectfully requests that the Superior Court fulfill its obligation by completing and serving the required judgment as to the tentative decision dated August 23, 2021. Plaintiff has prepared a '[Proposed] Judgment' – See Attachment C - as a convenience for the court to edit as necessary, sign/stamp, and then file and serve as the 'Judgment' to all parties.

(After Plaintiff receives the new Judgment from the Superior Court, he will generate a Notice of Entry of Judgment and serve it on the Superior Court, defendants, and the Court of Appeal. (Rules 8.104(a)(1)(A)-(C).))

Plaintiff requests that the Superior Court enters and files the Judgment by March 9, 2023, or as soon as possible.

Respectfully submitted,

*Appendix G*

Handwritten signature in cursive script, appearing to read "Humphrey v Forrester", written over a horizontal line.

HUMPHREY V FORRESTER

In Pro Per

3/1/23

Date

**APPENDIX H – COPY OF FAX OF THE  
UNAUTHORIZED DISCLOSURE, SAME AS  
FROM APPELLANT’S OPENING BRIEF  
(AOB), LOS ANGELES COUNTY,  
CALIFORNIA COURT OF APPEALS, AOB  
FILED JULY 18, 2024**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

**COPY OF FAX OF THE UNAUTHORIZED  
DISCLOSURE... in this district court:  
Is: NOT FILED BY ITSELF**

(Same fax copy from Original Complaint’s (OC),  
Breach of Written Contract (Doctor-Patient  
Confidentiality), pp. 16-19, and AOB 83:13; also  
referenced in AOB 81:28). Plaintiff submitted OC  
on 3/31/20, but Superior Court filed OC on 4/1/20.)

*Appendix H*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

5199 E. Pacific Coast Hwy, Suite 330N  
Fax Long Beach, CA 90804

Office.: (562)365•2020

Fax: (562)498-3331

Attn: Donna Lentz  
To: Airborne Systems  
Fax: (714) 708-8233

Date: 3/31/16

Pages: 3

Re: Humphrey Forrester

Message:

This Fax and any attachments are confidential and may be protected by legal privileges. If you are not the intended recipient, be aware that any disclosure, copying, and distribution or use of this fax or any attachment is prohibited. If you have received this fax in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

*Appendix H*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

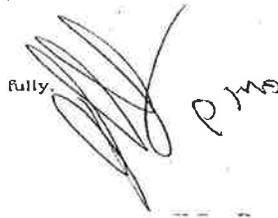
3/31/16

To Whom It May Concern :  
RE :  
DOB :

Patient placed off all job duties as of 3/31/16 through  
5/2/16. Expected return back to full job duties is  
5/3/16.

Their condition falls under Family Medical Leave  
Act criteria (FMLA).

Respectfully,

A handwritten signature in black ink, appearing to read 'B. Stepanoff', with the initials 'PMS' written to the right. The signature is somewhat stylized and overlaps the word 'fully' which is printed below it.

Dr. Benjamin A. Stepanoff, Psy. D  
Licensed Clinical Psychologist  
#PSY22896

*Appendix H*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

PROGRESS NOTES

Session time in: 10      Session time out: 11

Patient Name: HUMPHREY FORRESTER

Date: 3/31/16

- Diagnosis (*handwritten*): MD, GAD, Sleep DO
- Stressors (boxes checked): Work Problems, Social Environment Problems
- (Boxes checked) Depressed, Anxious, Compliant, Receptive
- Mental Status Issues (box checked) : Significant
- Providers Comments (*handwritten*):  
*paranoid ideation (up), anxiety (up), sleep (down)*

A handwritten signature in black ink on a piece of lined paper. The signature is cursive and appears to read "M. Forrester".

*Appendix H*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

REFERRAL FOR MENTAL HEALTH SERVICES  
AT ADVANCES IN MENTAL HEALTH

Date: 3/31/16

Client Name HUMPHREY FORRESTER

(714) 822-1445 is referred to you by Roy Elevazo

Please fill out the bottom portions of this form to indicate what referral you are requesting or questions you would like answered. Please return the completed form to Benjamin Stepanoff, PsyD.

X - Day Treatment/ PHP for Mental Health,  
Substance Abuse, Eating Disorder or Dual

Cigna (Health Insurance) - Short Term Disability

\_\_\_\_\_  
Name of Staff Member/ Provider

*Roy Elevazo*  
Name of Staff Member/ Provider

**APPENDIX I – EXCERPT OF OPERATIVE  
SECOND AMENDED COMPLAINT (SAC)  
PAGE 2 AND EXHIBIT A, LOS ANGELES  
COUNTY DISTRICT COURT,  
CALIFORNIA,  
SAC FILED MARCH 19, 2021**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

EXCERPT FROM OPERATIVE SECOND  
AMENDED COMPLAINT (SAC) PAGE 2  
AND EXHIBIT A

EXCERPT FROM SAC PAGE 2 AND  
EXHIBIT A in this district court:

**Is: NOT FILED BY ITSELF**  
(SAC filed March 19, 2021.)

*Appendix I*

TO HONORABLE COURT AND TO ALL PARTIES  
AND THEIR COUNSEL OF RECORD:

1. PLEASE TAKE NOTICE that Plaintiff brings forth this SAC in which Plaintiff claims in his first cause of action that his health care providers, Advances in Mental Health and Addictions Treatment Center (“AABMH”) and Benjamin Stepanoff, PhD (“Stepanoff”), collectively known as the “Defendants”, breached a contract between Plaintiff and themselves. Plaintiff claimed that the contract, which he was unable to locate or produce in his Original Complaint (“OC”) dated April 1, 2020, included ‘derivative’ requirements for Defendants to keep Plaintiff’s medical records confidential and to maintain Plaintiff’s privacy. However, on December 8, 2020, Plaintiff had eventually located the signed Agreement, which had set out terms of the written contract dated March 31, 2016, EXHIBIT A (EXH A1 thru A7) attached and sent it to Defendants. The ‘Agreement’ - used interchangeably with the word ‘contract’ throughout this SAC – written on AABMH’s letterhead, is clearly titled ‘Consent and Agreement for Psychological Testing and Evaluation’, EXH A3 and A4. There is also second agreement that reflects AABMH’s contract with Plaintiff, that states ‘Office Policies and General Information Agreement to Provide Mental Services’, EXH A6.

SAC: Breach of Contract and IIED - 2

*Appendix I*

The previously 'missing' Agreements (EXH A3 thru A6) are what Plaintiff had cited to in the First Amended Complaint ("FAC") *p.2 lines 15, 16* and alleged that Defendants breached. The Agreements state that the Defendants agree to maintain privacy and confidentiality of all written or spoken material from any and all psychological sessions '...in accord with the rules and guidelines of the American Psychological Association and any other professional organizations.' Plaintiff's signed 'Consent for Treatment' is shown in EXH A4. (App. I, 61a)

2. PLEASE TAKE NOTICE that Defendants, who allegedly had the contract in their possession all along - California State requires medical providers maintain patients records for a minimum of 7 years - had consistently denied the existence of the contracts in their demurrers to Plaintiff's OC and FAC, effectively failing in Defendants' duty to disclose the Agreements. Defendants, with advance knowledge and conscious disregard of Plaintiff's rights, violated California State Laws, State Constitution Privacy Laws, and Federal Laws when Defendants unlawfully and intentionally disclosed Plaintiff's medical files to Plaintiff's (former) employer (FAC Exh. B). Now that the contract...

55a

*Appendix I*

EXHIBIT A

*Appendix I*

12/8/2020

EMAIL

Dec 8 at 11:24 p.m.

Re: 10386.0326 - Forrester v. Advances in  
Mental Health a - Meet and Confer Letter  
Ref - First Amended Complaint

Humphrey Forrester <banansag4@yahoo.com

To:

Jessica M. Neighbors <jneighbors@wshblaw.com

Lorena V. Hernandez <lhernandez@wshblaw.com

Greetings-

After religiously digging through mountains of legal paperwork here at home, I happened to finally locate my records from your defendants Advances in Mental Health Treatment Center (AABMH) and Dr. Stepanoff that they had eventually provided prior to my lawsuit against them, your clients. Within these records - in which I am certain that you also have a copy, if not the originals - find the existence of the signed contract, Consent and Agreement for Psychological Testing and Evaluation, by both me, Humphrey V. Forrester, and your client, Dr. Benjamin Stepanoff, on 3/31/16. See attachment.

Also attached find other miscellaneous agreements and insurance (third party) inquiry, including:

- My consent for treatment,
- AABMH's Office Policies and General                      A1

*Appendix I*

- Information Agreement (including Confidentiality), and
- A letter from Liberty Mutual Insurance to Dr. Stepanoff requesting his treatment notes for me

Thus, once again, and in response to your meet-and-confer letter dated 11/30/2020, I hereby will not drop my breach of contract lawsuit against your defendants, AABMH and Dr. Stepanoff.

Regards,

Humphrey V. Forrester  
Plaintiff Pro Se  
(714) 822-1445  
banansag4@yahoo.com  
"The Lord is my Shepherd..."

---

On Monday, November 30, 2020, 06:36:08 PM PST,  
Lorena V. Hernandez lhernandez@wshblaw.com:  
wrote :

Good evening Mr. Forrester,

Attached please find correspondence from Jessica M Neighbors. If you have any questions, or simply wish to follow-up, please respond directly to Ms. Neighbors, who has been copied for your convenience.

Have a good night.

A1/A2

*Appendix I*

Lorena V. Hernandez  
Secretary- Wood, Smith, Henning& Berman LLP  
10960 Wilshire Boulevard, 18th Floor I  
Los Angeles, CA 90024  
LHernandez@wshblaw.com  
(310) 481-76851, F (310) 481-7650

*Appendix I*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

Consent and Agreement for Psychological Testing  
and Evaluation

I, Humphrey V. Forrester, agree to allow the  
psychologist named below to perform the following  
services:

x - Psychological testing, assessment, or evaluation

This agreement concerns  myself or \_\_\_

I understand that these services may include direct,  
face-to-face contact, interviewing, or testing for \_\_\_  
hours. They may also include the psychologist's time  
required for the reading of records, consultations  
with other psychologists and professionals, scoring  
of tests, interpreting the results, and any other  
activities to support these services.

I understand that the fee for this (these) service(s)  
will be billed to my insurance company and I will  
be responsible for payment for the remaining  
balances, if any.

I understand that there may be an additional  
charge for Re-Tests that are not covered by  
insurance companies.

*Appendix I*

I understand that this evaluation is to be done for the purpose of:

I also understand the psychologist agrees to the following:

1. The procedures for selecting, giving, and scoring the tests, interpreting the results, and maintaining my privacy will be carried out in accord with the rules and guidelines of the American Psychological Association and other professional organizations,

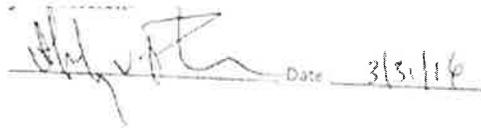
2. Tests will be chosen that are suitable for the purposes described above. These tests will be given and scored according to the instructions in the test manuals, so that valid scores will be obtained. These scores will be interpreted according to scientific findings and guidelines from the scientific and professional literature.

*Appendix I*

- 3. Test and test results will be kept in a secure place to maintain their confidentiality.

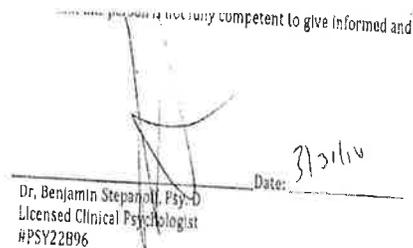
I agree to help as much as I can, by supplying full answers, making an honest effort, and working as best I can to make sure that the findings are accurate.

Signature of client, date :



\_\_\_\_\_ Date: 3/31/16

I, the psychologist, have discussed the issues above with the client (and/or his or her parent or guardian). My observations of this person's behavior and responses give me no reason, in my professional judgment to believe that this person is not fully competent to give informed and willing consent.



\_\_\_\_\_ Date: 3/31/16  
Dr. Benjamin Stepanoff, Psy-D  
Licensed Clinical Psychologist  
#PSY22896

Signature of Psychologist, date:  
Dr. Benjamin Stepanoff, Psy. D  
Licensed Clinical Psychologist  
#PSY22896

*Appendix I*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

CONSENT FOR TREATMENT

I authorize and request that my therapist(s) at Advances in Mental Health and Addictions Treatment Center carry out psychological examinations, treatments, and/or diagnostic procedures which now or during the course of my care as a patient are advisable.

I understand that the purpose of these procedures will be explained to me upon my request and subject to my agreement. I also understand that while the course of therapy is designed to be helpful, It may at times be difficult and uncomfortable.

TERMINATION

If at any point your therapist determines that he/she is not able to provide the exact services you require, he/she will discuss this with you and, if appropriate will terminate treatment. In such case, you will receive a number of referrals, which may be of help to you. If you request and authorize in writing, your therapist will talk to the provider of your choice in order to help with the transition. If at any time you want another therapist, your therapist will assist professional's opinion or want to consult with you in finding someone qualified, and if he/ she has your written consent, will provide him/her with the essential information. You have the right to terminate therapy at any time.

A5

*Appendix I*

If you choose to do so, your therapist will provide you with names of other professionals whose services you might prefer.

**DUAL RELATIONSHIPS**

Therapy never involves sexual or business relationships nor does it involves any other dual relationship that impairs your therapist's objectivity, clinical judgment, therapeutic effectiveness of can be exploitive in nature.

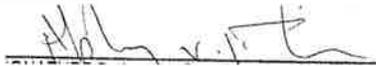
**RELEASE OF INFORMATION**

I authorize the release of information for claims, certification/case management, and other purposes related to the benefits of my Health Plan.

**NOTICE OF PRIVACY PRACTICES**

A notice of privacy practices in compliances with the Health Insurance Portability and Accountability Act (HIPAA), describing how Information about you may be used and disclosed and how you can get access to this information is provided to you. Please review it carefully. I have received the Notice of Privacy Practices. I have been provided an opportunity to review it.

I understand and agree to all of the above information.



Humphrey V. Forrester

A5

*Appendix I*

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER

Office Policies and General Information Agreement  
To Provide Mental Services

Advances in Mental Health and Addictions Treatment Center and its employees provide administrative support such as referral, client and insurance billing, office space, clerical services, and voice messaging to the professional staff. Advances and Breakthroughs in Mental Health employees do not engage in professional mental health practice. Each physician, nurse or therapist is an independent individual performing their professional service in a private practice as governed and licensed by the State of California.

CONFIDENTIALITY

All written or spoken material from any and all sessions, including psychological test will be considered confidential unless:

1. The patient authorizes release of information with his/ her signature.
2. The patient presents a physical danger to self.
3. The patient presents a danger to self.
4. Child/ elder abuse/ neglect are suspected.

In the latter two cases, we are required by the law to inform potential victims and legal authorities so that protective measures can be taken. A6

*Appendix I*

It is understood that cases are sometimes discussed among professionals for educational, consultation and / or research purposes. In addition, family members are seen individually, in couple and family therapy, or when different confidentiality and privilege do not apply between the couple or among family members.

**Health Insurance:** Disclosure or confidential information may be required by your health insurance carrier or HMOs, PPOs, MCOs, or EAPs in order to process the claims. This office or your therapist has no control or knowledge over what Insurance companies do with the Information submitted or who has access to this information.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, lawsuits, etc...), neither you (client's) nor your attorney's, nor anyone else acting on your behalf will call on your therapist or agents of this office to testify in court or at any other proceedings, nor will a disclosure of the psychotherapy records be requested.

**MEDIATION AND ARBITRATION**

All disputes arising out of or in relation to this agreement to provide psychological/psychiatric A6

*Appendix I*

mental health services shall first be referred to mediation, before, and as a pre-condition of, the limitation of arbitration. The mediator shall be a neutral third party chosen by agreement between you and your therapist. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement shall be submitted to and settled by binding arbitration in Orange or Los Angeles Counties in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, your therapist and Advances and Breakthroughs in Mental Health can use legal means (court, collection agency, etc... ) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorney fees. In the case of arbitration, that sum will be determined by the arbitrator.

HVF

*Appendix I*

LIBERTY MUTUAL  
Liberty Life Assurance Company of Boston  
Group Benefits Disability Claims  
P.O. Box 7211  
London, KY 40742-7211  
Phone No.: (888) 440-6118  
Secure Fax No.:(603) 334-4172

May 10, 2016

Benjamin Stepanoff  
5199 E PACIFIC COAST HWY STE 2  
LONG BEACH, CA 90804

RE: Short Term Disability (STD) Benefit  
Transdigm Group, Inc.  
Claim #: 3613968  
Claimant: Humphrey V Forrester  
Claimant D.O.B.: May 29, 1961

Dear Benjamin Stepanoff:

We are the Disability Claim Administrator for your patient, Humphrey V. Forrester.

To evaluate Mr. Forrester's eligibility for disability benefits and to help facilitate a return to work, when appropriate, we are requesting the following information:

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*Appendix I*

- Office treatment notes, test results, prescription histories, and treatment plans from May 1, 2016 through the present.

We ask that you provide this information by May 16, 2016. Failure to provide the requested information may result in an adverse benefit or claim determination. The information can be faxed to our office at our secure fax number (603) 334-4172 or mailed to the above address.

Although HIPAA does not apply to disability insurance carriers, we understand your responsibilities under HIPAA as a health care provider, and our associated responsibility of ensuring this information is protected against deliberate or inadvertent misuse or disclosure.

If you have any questions regarding this matter, please contact me.

Sincerely,

Amber Stalvey  
Disability Claims Case Manager  
Phone No.: (888) 440-6118 Ext. 10356  
Secure Fax No.: (603) 334-4172

A7

**APPENDIX J – NOTICE OF  
CONFIRMATION OF E-FILING  
ORIGINAL COMPLAINT,  
CALIFORNIA SUPERIOR COURT,  
FILED APRIL 1, 2020**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants.*

NOTICE OF CONFIRMATION OF E-FILING  
ORIGINAL COMPLAINT (OC) FOR BREACH  
OF CONTRACT (DOCTOR-PATIENT CONFI-  
DENTIALITY), COURT RECEIVED  
MARCH 31, 2020, BUT FILED NEXT DAY ON  
APRIL 1, 2020

**Is: TIMELY FILED BY PLAINTIFF  
(within 4-year statute of limitation)**

DATE: April 1, 2020

*Appendix J*

SUPERIOR COURT OF CALIFORNIA, COUNTY  
OF LOS ANGELES

Branch Name: Stanley Mosk Courthouse

Mailing Address: 111 North Hill St., Los Angeles CA  
90012

SHORT TITLE: HUMPHREY FORRESTER vs  
BENJAMIN STEPANOFF, et al.

NOTICE OF CONFIRMATION OF ELECTRONIC  
FILING - CASE NUMBER: 20STCV12615

The Electronic Filing described by the below  
summary data was reviewed and accepted by the  
Superior Court California, County of LOS  
ANGELES. In order to process the filing, the fee  
shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Green Filing

Reference Number: 4111486\_1

Submission Number: 20LA02068643

Court Received Date: 03/31/2020

Court Received Time: 1:33 pm

Case Number: 20STCV12615

Case Title: HUMPHREY FORRESTER vs  
BENJAMIN STEPANOFF, et al.

Location: Stanley Mosk Courthouse

*Appendix J*

Case Type: Civil Unlimited  
Case Category: Negligent Breach  
of Contract/Warranty (no fraud)  
Jurisdictional Amount: Over \$25,000  
Notice Generated Date: 04/01/2020  
Notice Generated Time: 10:13 am

Documents Electronically Filed/Received

- Complaint - Accepted
- Civil Case Cover Sheet - Accepted
- Summons - Accepted
- Notice (name extension) -Accepted

**APPENDIX K – ORDER: TENTATIVE  
DECISION OF THE CALIFORNIA  
SUPERIOR COURT, FILED  
AUGUST 23, 2021**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants.*

**ORDER: TENTATIVE DECISION**  
Demurrer filed on April 20, 2021

**THE DEMURRER TO PLAINTIFF'S SECOND  
AMENDED COMPLAINT** in this district  
court filed by: Advances in Mental Health and  
Addictions Treatment Center, Inc., and Benjamin  
Stepanoff, Psy. D, Defendants,  
**Is: GRANTED WITHOUT LEAVE TO AMEND**  
DATE: August 23, 2021

BY THE COURT: Leiter, M.

*Appendix K*

SUPERIOR COURT OF CALIFORNIA, COUNTY  
OF LOS ANGELES  
Civil Division  
Central District, Stanley Mosk Courthouse,  
Department 54

20STCV12615

August 23, 2021 9:00 AM

HUMPHREY FORRESTER

vs

BENJAMIN STEPANOFF, et al.

Judge: Honorable Maurice A. Leiter

Judicial Assistant: M. Tran

Courtroom Assistant: R. Manzo

APPEARANCES:

For Plaintiff(s): Humphrey Forrester (Telephonic)

For Defendant(s): Jackson DeWolfe (Telephonic)  
appearing for Jessica M. Neighbors

NATURE OF PROCEEDINGS: Hearing on  
Demurrer - without Motion to Strike; Case  
Management Conference

The case is called for hearing.

After hearing oral argument, the Court adopts its  
tentative ruling as the Order of the Court.

*Appendix K*

DEFENDANTS' DEMURRER IS SUSTAINED  
WITHOUT LEAVE TO AMEND.  
DEFENDANTS TO NOTICE.

If the parties wish to submit on the tentative, please email the courtroom at SMCdcpt54@lacourt.org with notice to opposing counsel (or self-represented party) before 8:30 am on the day of the hearing.

The Court considers the moving papers, opposition and reply.

**BACKGROUND**

On April 1, 2020, Plaintiff Humphrey V. Forrester sued Defendants Advances in Mental Health and Addictions Treatment Center and Benjamin Stepanoff, asserting one cause of action for breach of contract (doctor-patient confidentiality). On October 19, 2020, the Court sustained Defendants' demurrer with leave to amend. On November 19, 2020, Plaintiff filed a first amended complaint asserting causes of action for breach of contract and intentional infliction of emotional distress. The Court again sustained Defendants' demurrer. Plaintiff filed the operative second amended complaint on March 19, 2021.

Plaintiff received treatment at the Defendant facility by Defendant Stepanoff for work-related stress. Plaintiff alleges that Stepanoff wrongfully disclosed medical information to Plaintiff's employer.

*Appendix K*

## ANALYSIS

A demurrer to a complaint may be taken to the whole complaint or to any of the causes of action in it (CCP § 430.50(a).) A demurrer challenges only the legal sufficiency of the complaint, not the truth of its factual allegations or the plaintiff's ability to prove those allegations. (*Picton v. Anderson Union High Sch. Dist.* (1996) 50 Cal. App. 4th 726, 732.) The court must treat as true the complaint's material factual allegations, but not contentions, deductions or conclusions of fact or law. (*Id. at 732-33.*) The complaint is to be construed liberally to determine whether a cause of action has been stated. (*Id. at 733.*)

## A. Breach of Contract

"The standard elements of a claim for breach of contract are: '(1) the contract, (2) plaintiffs performance or excuse for nonperformance, (3) defendant's breach, and (4) damage to plaintiff therefrom.'" (*Wall Street Network, Ltd. v. New York Times Co.* (2008) 164 Cal.App.4th 1171, 1178.)

Defendants demur to the first cause of action for breach of contract on the grounds that it is barred by the statute of limitations and Plaintiff has failed to allege a contract.

Defendants assert that Plaintiffs action is barred by the one-year statute of limitations for professional

*Appendix K*

negligence under CCP § 340.5. Defendants contend this action actually is for professional negligence because Plaintiff repeatedly says he was Defendants' "patient," and the allegations arise out of doctor-patient confidentiality. The Court is unpersuaded by this argument. Plaintiff alleges that Defendants wrongfully faxed his medical records to his employer. Defendants present no authority holding that faxing medical records is the rendering of medical services. The demurrer cannot be sustained on this basis.

Defendants also argue that Plaintiff has failed to allege a contract. The Court agrees. Plaintiff again attaches various forms and notices purportedly constituting a contract. Plaintiff does not allege which one of these forms is a contract nor which provision was breached. Plaintiff's allegations are confusing and unclear, quoting irrelevant statutes and jury instructions. In opposition, Plaintiff provides "responses" to Defendants' arguments, generally stating they are "false." Plaintiff cites only to the first amended complaint and not to the operative second amended complaint. This is insufficient to state a cause of action for breach of contract.

Defendants' demurrer to the first cause of action is SUSTAINED.

B. Intentional Infliction of Emotional Distress

*Appendix K*

The elements of an intentional infliction of emotional distress cause of action are: (1) extreme and outrageous conduct by the defendant; (2) intention to cause or reckless disregard of the probability of causing emotional distress; (3) severe emotional suffering; and (4) actual and proximate causation of the emotional distress. (*See Moncada v. West Coast Quartz Corp.* (2013) 221 Cal.App.4th 768, 780; *Wilson v. Hynek* (2012) 207 Cal.App.4th 999, 1009.) To satisfy the element of extreme and outrageous conduct, defendant's conduct "must be so extreme as to exceed all bounds of that usually tolerated in a civilized society." (*Moncada, supra*, 221 Cal.App.4th at 780 (quoting *Tererice v. Blue Cross of California* (1989) 209 Cal.App.3d 878, 883).)

Defendants argue that Plaintiff has failed to allege conduct that is extreme and outrageous. Plaintiff alleges that Defendants caused him emotional distress when they faxed his records to his employer, when Defendants did not "take responsibility" for faxing the records, and when Defendants did not timely provide him with his own medical records. (SAC at 21.) These allegations do not rise to the level of extreme and outrageous conduct.

The demurrer to the second cause of action for intentional infliction of emotional distress is SUSTAINED.

Plaintiff has been given three opportunities to properly plead causes of action against Defendants.

*Appendix K*

The Court does not see how a fourth would cure the consistent defects. The Court will not allow leave to amend.

Defendant to notice.

**APPENDIX L – FINAL JUDGMENT  
OF THE CALIFORNIA  
SUPERIOR COURT, FILED  
MARCH 29, 2023**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants.*

**FINAL JUDGMENT**

FINAL JUDGMENT in this district court:

**Is: GRANTED TO DEFENDANTS. SO  
ORDERED, ADJUDGED, AND DECREED**

DATE: March 29, 2023

BY THE COURT: Leiter, M.

*Appendix L*

Brian L. Hoffman (State Bar No. 150824)  
bhoffman@wshblaw.com  
Jackson G. DeWolfe (State Bar No. 322609)  
jdewolfe@wshblaw.com  
WOOD, SMITH, HENNING & BERMAN LLP  
10960 Wilshire Boulevard, 18th Floor  
Los Angeles, California 90024-3804  
Phone: 310-481-7600 Fax: 310-481-7650

Attorneys for Defendants, ADVANCES IN MENTAL  
HEALTH AND ADDICTIONS TREATMENT  
CENTER, INC., and BENJAMIN STEPANOFF

FILED  
SUPERIOR COURT OF THE STATE OF  
CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
03/29/2023  
David W. Slayton, Exec Officer/Clerk of the Court  
By: M. Becker-Mays, Deputy

Case No. 20STCV12615

HUMPHREY V. FORRESTER, Plaintiff,

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER,  
BENJAMIN STEPANOFF, Defendants.

JUDGMENT RE DEMURRER TO SECOND



*Appendix L*

PROOF OF SERVICE

Executed on March 27, 2023, at Los Angeles,  
California.

/s/ Nasim Mokhtari

Nasim Mokhtari

WOOD, SMITH, HENNING & BERMAN LLP

SERVICE LIST

Humphrey V. Forrester

8765 San Antonio Drive

Buena Park, CA 90620

Tel: (714) 822-1445

Email: banansag4@yahoo.com

In Pro Per Plaintiff

**APPENDIX M – UNITED STATES  
CONSTITUTION,  
AMENDMENT XIV**

CALIFORNIA SUPREME COURT  
Supreme Court No. S289252  
Court of Appeals No. B331145  
City/County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

**UNITED STATES CONSTITUTION,  
AMENDMENT XIV:**

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

**APPENDIX N – CALIFORNIA  
CONSTITUTION,  
SECTIONS 1, 7, AND 9**

**CALIFORNIA SUPREME COURT**

Supreme Court No. S289252  
Court of Appeals No. B331145  
City/County of Los Angeles District Court No.  
20STCV12615  
Honorable Maurice A. Leiter, Judge

**HUMPHREY V. FORRESTER,**

*Plaintiff-Appellant,*

v.

**ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.**

*Defendants-Appellees.*

**CALIFORNIA CONSTITUTION:**

**Section 1:** All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy.

**Section 7(a):** A person may not be deprived of life, liberty, or property without due process of

*Appendix N*

law or denied equal protection of the laws; provided, that nothing contained herein or elsewhere in this Constitution imposes upon the State of California or any public entity, board, or official any obligations or responsibilities which exceed those imposed by the Equal Protection Clause of the 14th Amendment to the United States Constitution...*(reference to 'pupils' omitted)*.

**Section 9:** A bill of attainder, ex post facto law, or law impairing the obligation of contracts may not be passed.

**APPENDIX O – FORRESTER’S  
TERMINATION PAPERS FROM  
AIRBORNE SYSTEMS, SANTA ANA,  
CALIFORNIA, SEPTEMBER 15, 2016,  
NOT FILED**

CALIFORNIA SUPERIOR COURT

City/County of Los Angeles District Court No.  
20STCV12615

Honorable Maurice A. Leiter, Judge

HUMPHREY V. FORRESTER,

*Plaintiff-Appellant,*

v.

ADVANCES IN MENTAL HEALTH AND  
ADDICTIONS TREATMENT CENTER, INC.  
and BENJAMIN STEPANOFF, PSY. D.

*Defendants-Appellees.*

FORRESTER’S TERMINATION PAPERS  
FROM AIRBORNE SYSTEMS, SANTA ANA,  
CALIFORNIA, SEPTEMBER 15, 2016

FORRESTER’S TERMINATION PAPERS in  
this district court:

**Is: NOT FILED**

DATE: November 26, 2024

*Appendix O*

AIRBORNE SYSTEMS NORTH AMERICA

3701 West Warner Avenue

Santa Ana, CA 92704

Tel: (714) 662-1400

Fax: (714) 662-1586

airborne-sys.com

September 15, 2016

Humphrey Forrester  
8765 San Antonio Drive  
Buena Park, CA 90620

Humphrey,

This letter is being provided in compliance with the Airborne Systems NA-CA Employee Policy, Statement of "At-Will" Employment Status. This letter also serves as notification that Airborne Systems North America of CA Inc. (ASNA-CA) is terminating your employment, effective immediately.

*[Administrative information, such as healthcare benefits, life insurance, etc. omitted]*



Millie Nystul  
Manager, Human Resources  
Enclosure

Millie Nystul  
Manager, Human Resources

*Appendix O*

Notice to Employee as to Change in Relationship

Name: Humphrey Forrester      SSN:

Your employment status has changed for the reason checked below:

Discharge effective 09/15/16

Comments:

*[None given]*

  
Company Representative

Company Representative      09/15/16