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FRESNO COUNTY SUPERIOR COURT

By: M. Meza, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF FRESNO

11 CALIFORNIA PLANNED PARENTHOOD
12 EDUCATION FUND, S.H., A.Z., and L.B.,

13 Plaintiffs,

14 v.

15 PROMESA BEHAVIORAL HEALTH,

16 Defendant.

Case No.:16CECG00543

COMPLAINT FOR INJUNCTIVE AND
DECLARATORY RELIEF AND DAMAGES

1 **I. INTRODUCTION**

2 1. The California Constitutional right to privacy protects the fundamental right of
3 California women to retain personal control over the integrity of their bodies and to decide whether
4 and when to parent. This case challenges the policies and practices of Respondent PROMESA
5 BEHAVIORAL HEALTH (“Promesa”), which infringe on the constitutional privacy interests of
6 young women in foster care who have been placed in Promesa’s group homes.

7 2. Promesa is a nonprofit 501(c) corporation that receives millions of dollars each year
8 in government funding to provide care and housing to California children who are in foster care
9 due to abuse or neglect by their families. Counties with responsibility for these foster youth place
10 them in Promesa’s residential group homes in Fresno County and entrust Promesa with ensuring
11 their health, safety, and well-being.

12 3. Promesa has violated the privacy rights of the foster youth placed in their group
13 homes. Promesa has regularly searched the belongings of foster youth for contraceptives, such as
14 condoms, and confiscated any contraceptives found. Promesa has also prohibited some foster
15 youth from receiving reproductive health care, forced foster youth to waive their right to
16 confidential reproductive health care, required foster youth to sign an agreement that they would
17 not engage in sexual activity, and punished them when they sought or received reproductive health
18 services. Promesa’s actions have harmed Plaintiffs S.H., A.Z, and L.B., who have all lived at
19 Promesa group homes, and have jeopardized the health and safety of countless foster youth.

20 4. Promesa’s actions are all the more harmful because youth in foster care have a
21 particularly compelling need for access to contraception and regular reproductive health care.
22 Young women in California’s foster care system experience higher rates of unwanted teen
23 pregnancy and childbirth than their counterparts who are not in care, higher rates of forced sexual
24 activity, and higher rates of sexually transmitted infections that if not caught early and treated, can
25 cause lifetime infertility.

26 5. In November 2015, Plaintiffs placed Promesa on notice that its policies and
27 practices, including confiscating condoms from foster youth and forcing foster youth to allow
28 group home staff into their ob-gyn examination rooms, violate California law. Plaintiffs demanded

1 that Promesa cease these unlawful practices and revise their policies. Promesa has categorically
2 denied any wrongdoing and has failed to take steps to resolve Plaintiffs' concerns. Promesa
3 maintained that it could not be held accountable to the very foster youth it receives millions of
4 dollars in foster care payments to serve.

5 6. Plaintiffs bring this action to enjoin Promesa from violating the privacy rights of
6 foster youth placed in its care.

7 II. PARTIES

8 7. Plaintiff California Planned Parenthood Education Fund (CPPEF) is a California
9 non-profit corporation organized and existing under the laws of California. CPPEF's principal
10 place of business is in Sacramento, California. CPPEF works to provide comprehensive
11 reproductive and complementary health care services in settings that preserve and protect the
12 essential privacy and rights of each individual.

13 8. CPPEF is a membership organization consisting of the seven California Planned
14 Parenthood affiliates, including Planned Parenthood Mar Monte with health centers in Fresno.
15 These affiliates provide sexual education and reproductive health care across California.
16 Collectively, they operate 117 health centers. In 2015, they served over 800,000 patients, 75% of
17 whom were at or below 100% of the federal poverty line. The California Planned Parenthood
18 affiliates conducted 1.5 million family planning visits and provided 1.2 million tests of sexually
19 transmitted diseases. They also provided sex education to over 280,000 youth in California.

20 9. CPPEF supports the work of Planned Parenthood Mar Monte, which runs the
21 Fresno Teen Success program, a weekly support group for pregnant and parenting teen mothers
22 that offers strategies for coping with young motherhood and building a positive future.

23 10. Planned Parenthood has, is and will be the reproductive health provider of choice
24 for some of the foster youth in Promesa group homes because of its reputation for quality
25 confidential care. Youth placed in Promesa group homes also are, have and will be part of Planned
26 Parenthood education and support groups in Fresno. Plaintiffs and other foster youth placed in
27 Promesa group homes have had condoms provided by Planned Parenthood confiscated and have
28 been denied services at Planned Parenthood. Promesa's actions have undermined Planned

1 Parenthood Mar Monte’s organizational effectiveness and delivery of services to its patients.
2 CPPEF brings this action on behalf of itself and its members who provide services to youth in
3 Fresno County, as well as on behalf of its vulnerable patients living in the Promesa group homes
4 whose ability to take action on their own is hindered.

5 11. Plaintiff S.H. is an eighteen-year-old woman and resident of Fresno County. S.H.
6 has spent more than six years in foster care in Fresno County. During that time, Fresno County
7 placed S.H. in numerous group homes, including multiple facilities run by Promesa. S.H. is
8 currently a non-minor dependent receiving extended foster care services in Fresno County.

9 12. Plaintiff A.Z. is an eighteen-year-old woman currently residing in Tulare County.
10 A.Z. spent almost three years in foster care in Fresno County. Fresno County placed A.Z. in a
11 Promesa group home on two occasions for a total of about twelve months.

12 13. Plaintiff L.B. is an eighteen-year-old woman currently residing in a group home in
13 Kings County. L.B. spent about four years in foster care through Solano County. Solano County
14 placed L.B. in a Promesa group home for about ten months in 2015.

15 14. Respondent Promesa is a nonprofit 501(c) corporation organized and existing under
16 the laws of the State of California with a principal place of business in Fresno County and with
17 offices in the cities of Fresno and Merced. Among other activities, Promesa Behavioral Health
18 runs seven group homes in Fresno County that are licensed by the state and that serve as Level 12
19 residential care facilities that provide shelter, supervision, and counseling to youth who are
20 dependents of the court and placed in Promesa by their county of origin. Each of Promesa’s group
21 homes in Fresno County is licensed to provide foster care for six or more children. Plaintiffs are
22 informed and believe, and on such information and belief, allege that Promesa receives \$8,935 per
23 month per child from more than thirty counties across California to provide room, board, and
24 services to each foster youth placed in its group homes. Children and Family Services Division,
25 Cal. Dept. of Social Services, *Group Home Standard Schedule of Rates*, 1,
26 <http://www.childsworld.ca.gov/res/pdf/StandardRateSchedule.pdf> (last accessed Feb. 16, 2016).
27 According to Promesa’s 2015 Annual Report, Promesa received \$4,776,950 from government
28 funding in 2014 to provide room, board, and care to youth living in its group homes. Promesa

1 Behavioral Health, *Futures Rising: Community Impact Report*, 3 (2015),
2 http://promesabehavioral.org/wp-content/uploads/2015/08/Promesa_AnnualReport_Web2015.pdf.

3 **III. JURISDICTION AND VENUE**

4 15. This Court has jurisdiction over this matter pursuant to article VI, section 10 of the
5 California Constitution and section 410.10 of the California Code of Civil Procedure.

6 16. Venue in Fresno County is proper under section 395.5 of the California Code of
7 Civil Procedure because Promesa is a nonprofit corporation with its principal place of business in
8 Fresno County at 7120 N. Marks Avenue, Suite 110, Fresno, California 93711.

9 **IV. FACTUAL ALLEGATIONS**

10 **A. Preventing Foster Youth from Accessing Contraception and Other** 11 **Reproductive Health Care Causes Great Harm.**

12 **1. Young Women in Foster Care Face a Significantly Heightened Risk of** 13 **Unwanted Teenage Pregnancy.**

14 17. Studies show that approximately 71% of American teens have had sexual
15 intercourse by the time they are nineteen years old. Guttmacher Institute, *Fact Sheet: American*
16 *Teens' Sexual and Reproductive Health*, 1 (May 2014), [https://www.guttmacher.org/pubs/FB-](https://www.guttmacher.org/pubs/FB-ATSRH.pdf)
17 *ATSRH.pdf*. Almost 615,000 American fifteen- to nineteen-year-old girls become pregnant
18 annually. *Id.* at 3. In 2012, there were 34,921 births to fifteen- to nineteen-year-old California
19 girls. Center for Research on Adolescent Health & Development, Public Health Institute, *No Time*
20 *for Complacency: Teen Births & Costs by California County, 2012 Data* (May 2014),
21 <http://teenbirths.phi.org/CountyTable2012Data.pdf>.

22 18. Young women in foster care are nearly twice as likely to have had sexual
23 intercourse before age sixteen than their peers not in the foster care system. Jennifer Manlove et
24 al., *Teen Parents in Foster Care: Risk Factors and Outcomes for Teens and Their Children*, *Child*
25 *Trends*, 4 (2011), [http://www.childtrends.org/wp-content/uploads/2011/11/Child_Trends-](http://www.childtrends.org/wp-content/uploads/2011/11/Child_Trends-2011_11_01_RB_TeenParentsFC.pdf)
26 *2011_11_01_RB_TeenParentsFC.pdf*.

27 19. Young women in foster care are also far more likely to get pregnant and to give
28 birth. One Midwestern study found that half of young women in foster care had been pregnant by

1 age nineteen, compared with just 20% of young women in the general population. Amy Dworsky
2 & Mark E. Courtney, *The Risk of Teen Pregnancy Among Transitioning Foster Youth:
3 Implications for Extending State Care Beyond Age 18*, 32 Child. & Youth Servs. Rev. 1351, 1352
4 (2010). A study of California foster youth found that over a third of the young women who are in
5 California's foster care system at age seventeen will give birth at least once by the time they turn
6 twenty-one. Emily Putnam-Hornstein & Bryn King, *Cumulative Teen Birth Rates Among Girls in
7 Foster Care at Age 17: An Analysis of Linked Birth and Child Protection Records from California*,
8 38 Child Abuse & Neglect 698, 700 (2014).

9 20. Critically, foster youth also report more unwanted pregnancies than do their peers
10 not in foster care. In one key study, about 70% of foster youth who had been pregnant did not
11 report that their most recent pregnancy was wanted, compared with more than half of their peers
12 not in care. Mark E. Courtney, Amy Dworsky, Gretchen Ruth Cusick, Judy Havlicek, Alfred
13 Perez & Tom Keller, *Midwest Evaluation of the Adult Functioning of Former Foster Youth:
14 Outcomes at Age 21*, Chapin Hall Ctr. for Child. at the U. Chi., 51 (2007). In a 2013 survey of
15 California seventeen-year-olds in foster care, more than two-thirds of the young women who said
16 that they had been pregnant did not describe their pregnancy as wanted. Mark E. Courtney,
17 Pajarita Charles, Nathanael J. Okpych, Laura Napolitano & Katherine Halsted, *Findings from the
18 California Youth Transitions to Adulthood Study (CalYOUTH): Conditions of Foster Youth at Age
19 17*, Chapin Hall Ctr. for Child. at the U. Chi., 44 (2014).

20 21. The alarmingly high rates of unwanted pregnancy and birth for young women in
21 California's foster care system are not surprising given the childhood experiences and challenges
22 faced by many foster youth. They experience more risk factors demonstrably linked to early and
23 unwanted teen pregnancy and at much greater rates than their peers who are not in foster care.
24 These risk factors include: physical or sexual abuse during childhood, low levels of parental
25 income and education, lack of parent/child connectedness, depression, and placement instability.
26 *See, e.g., Manlove, supra*, 1-4.

27 22. Foster youth are also more likely than their peers to experience sexual assault. One
28 study showed that 49% of women aged twenty to twenty-four who were in foster care during their

1 youth experienced forced sex, a rate four times higher than that for similar aged women who were
2 never in foster care (11%). *Id.* at 4. More than 30% of female foster youth in California were
3 raped before they entered care, and about 45% were sexually molested. Courtney, Charles,
4 Okpych, Napolitano & Halsted, *supra*, 15.

5 23. Unfortunately, foster youth also have worse pregnancy outcomes than their
6 counterparts not in care and are less likely to get prenatal care. In a survey of California female
7 foster youth aged sixteen and seventeen, about 43% reported that their last pregnancy ended in a
8 miscarriage or stillbirth. *Id.* at 44. While some reported receiving prenatal care, almost 21% never
9 saw a doctor or nurse for their entire pregnancy. *Id.* In contrast, only 14% of pregnancies to
10 fifteen- to seventeen-year-old Californians in 2010 resulted in miscarriage or stillbirth. Kathryn
11 Kost & Stanley Henshaw, *U.S. Teenage Pregnancies, Births and Abortions, 2010: National and*
12 *State Trends by Age, Race and Ethnicity*, Guttmacher Inst., 18 (May 2014),
13 <https://www.guttmacher.org/pubs/USTPtrends10.pdf>.

14 **2. Youth in Fresno County Face a Heightened Risk of Infection with**
15 **Sexually Transmitted Diseases That Can Lead to Lifetime Infertility.**

16 24. Teenagers are disproportionately likely to be infected with a sexually transmitted
17 disease (STD). Although fifteen- to twenty-four-year-olds comprise approximately 25% of the
18 sexually-active population, they account for almost half of new cases of STD infection each year.
19 Guttmacher Institute, *supra*, 2.

20 25. For the past five years, Fresno County has had one of the highest incidence rates of
21 chlamydia in California. Sexually Transmitted Diseases Control Branch, Cal. Dept. of Public
22 Health, *Chlamydia, Cases and Incidence Rates, California Counties and Selected City Health*
23 *Jurisdictions, 2010-2014*, [http://www.cdph.ca.gov/data/statistics/Documents/STD-Data-](http://www.cdph.ca.gov/data/statistics/Documents/STD-Data-Chlamydia-Tables.pdf)
24 [Chlamydia-Tables.pdf](http://www.cdph.ca.gov/data/statistics/Documents/STD-Data-Chlamydia-Tables.pdf) (last visited February 11, 2016).

25 26. Adolescent and young adult females aged fifteen through twenty-four experience
26 the highest rates of chlamydia infection in Fresno County. Sexually Transmitted Diseases Control
27 Branch, Cal. Dept. of Public Health, *California Local Health Jurisdiction, STD Data Summaries,*
28 *2014 Provisional Data*, 29 (July 2015), <http://www.cdph.ca.gov/data/statistics/Documents/STD->

1 Data-LHJ-DataSummaries-All.pdf. Although fifteen- to nineteen-year-olds constituted only 7.8%
2 of females in the county in 2014, this age group accounted for 26.9% of chlamydia cases and
3 21.3% of gonorrhea cases among females. *Id.*

4 27. Both chlamydia and gonorrhea can have serious, long-term health consequences.
5 According to the Centers for Disease Control and Prevention, while easily cured, chlamydia left
6 untreated “can cause serious, permanent damage to a woman’s reproductive system, making it
7 difficult or impossible for her to get pregnant later in life. Chlamydia can also cause a potentially
8 fatal ectopic pregnancy (pregnancy that occurs outside the womb).” Centers for Disease Control
9 and Prevention, *Chlamydia – CDC Fact Sheet*, 1 (Jan. 23, 2014),
10 <http://www.cdc.gov/std/chlamydia/chlamydia-factsheet-june-2014.pdf>. A pregnant woman can
11 pass chlamydia to her baby during childbirth. *Id.* Similarly, untreated gonorrhea can lead to pelvic
12 inflammatory disease and infertility. Centers for Disease Control and Prevention, *Gonorrhea –*
13 *CDC Fact Sheet*, 2 (Jan. 29, 2014), <http://www.cdc.gov/std/gonorrhea/gon-factsheet-july-2014.pdf>.
14 Gonorrhea can also be passed to an infant during childbirth. *Id.* at 1. For these reasons, the CDC
15 recommends that all sexually active women under 25 be screened for chlamydia and gonorrhea
16 annually. *Id.*; Centers for Disease Control and Prevention, *Chlamydia – CDC Fact Sheet*, *supra*, 1.
17 These tests are reimbursed for low-income patients by California’s Family Planning, Access, Care,
18 and Treatment (PACT) Program.

19 **3. Contraception Prevents Unwanted Teen Pregnancy and Infection with**
20 **Sexually Transmitted Diseases That Lead to Infertility.**

21 28. Modern contraceptives are highly effective at preventing teen pregnancy and
22 reducing infections with sexually transmitted diseases.

23 29. Researchers have concluded that the dramatic reduction in teen pregnancy between
24 1995 and 2010 was primarily the result of increased use of contraceptives. Heather D. Boonstra,
25 *What is Behind the Decline in Teen Pregnancy Rates?*, 17 Guttmacher Policy Rev. 15, 16-17
26 (Summer 2014); John S. Santelli, Laura Duberstein Lindberg, Lawrence B. Finer & Susheela
27 Singh, *Explaining Recent Declines in Adolescent Pregnancy in the United States: The Contribution*
28 *of Abstinence and Improved Contraception Use*, 97 Am. J. Pub. Health 150, 150 (Jan. 2007).

1 30. Young women who do not use a contraceptive method the first time they have sex
2 are more than twice as likely to have had a child by age nineteen than young women who do use a
3 contraceptive method the first time they have sex. Gladys Martinez, Casey E. Copen & Joyce C.
4 Abma, *Teenagers in the United States: Sexual Activity, Contraceptive Use, and Childbearing,*
5 *2006-2010 National Survey of Family Growth*, Centers for Disease Control and Prevention, 25
6 (Oct. 2011), www.cdc.gov/nchs/data/series/sr_23_sr23_031.pdf.

7 31. Condoms are highly effective in preventing the sexual transmission of HIV
8 infection and significantly reduce the risk for other STDs, including chlamydia, gonorrhea, and
9 syphilis. King K. Holmes, Ruth Levine & Marcia Weaver, *Effectiveness of Condoms in Preventing*
10 *Sexually Transmitted Infections*, 82 *Bulletin of the World Health Organization* 454, 455-57 (June
11 2004). HIV-negative partners who consistently used condoms in heterosexual relationships in
12 which their partner was HIV-positive were 80% less likely to become HIV-infected compared with
13 persons in similar relationships in which condoms were not used. *Id.* at 455. The Centers for
14 Disease Control states that latex condoms significantly reduce the risk of infection with STDs,
15 including chlamydia and gonorrhea. Centers for Disease Control and Prevention, *Condom Fact*
16 *Sheet in Brief* (March 25, 2013), <http://www.cdc.gov/condomeffectiveness/brief.html>.

17 **B. Promesa Has Harmed Foster Youth by Denying Access to Contraception and**
18 **Prohibiting Them from Receiving Confidential Reproductive Health Services.**

19 32. Promesa’s policies and practices have harmed, and continue to harm, foster youth
20 placed in Promesa’s group homes. Promesa’s unlawful policies and practices include:

- 21 • Confiscating contraceptives, such as condoms, from foster youth;
- 22 • Denying foster youth access to confidential reproductive health care services;
- 23 • Requiring youth to waive their medical confidentiality rights;
- 24 • Arbitrarily prohibiting foster youth from receiving services from Planned Parenthood;
- 25 and
- 26 • Arbitrarily punishing foster youth who violate the “no contraceptives” or abstinence
27 policies by taking away “privileges,” such as visits with their parents or children.
- 28

1 33. Plaintiffs are informed and believe, and on such information and belief, allege that,
2 Promesa has also failed to supervise, evaluate, and train its childcare staff to ensure they
3 understand the healthcare rights of foster youth and have the “appropriate skills necessary to
4 supervise the children in care.” Cal. Code Regs. tit. 22, §§ 84065(h),(i); Cal. Code Regs. tit. 22,
5 § 84065(i)(3).

6 **1. Promesa’s Actions Have Harmed Plaintiff S.H.**

7 34. Plaintiff S.H. entered foster care at twelve years old after her stepfather sexually
8 abused her for more than four years. Since she entered foster care, S.H. has lived in at least eleven
9 foster care placements and spent almost two years on runaway status, often homeless. While she
10 was on runaway status when she was sixteen years old, S.H. gave birth to her daughter. S.H. is
11 now eighteen years old. She lives on her own with her daughter and receives extended foster care
12 services through Fresno County.

13 35. S.H. has been in Fresno County’s foster care system since she entered foster care.
14 Since she turned fourteen, she has been placed at three different Promesa group homes. While
15 living at Promesa group homes, S.H. attended the Teen Success group run by Planned Parenthood.

16 36. Plaintiffs are informed and believe, and on such information and belief, allege that
17 when S.H. lived at the Promesa group homes, Promesa required her to sign paperwork agreeing
18 that she would “avoid participating in sexual activity” and have “no physical contact with peers”
19 while away from the group home on a home visit. Staff members told S.H. that she was prohibited
20 from having sex while living at Promesa, and would frequently remind her of this prohibition.
21 Plaintiffs are informed and believe, and on such information and belief, allege that Promesa group
22 home staff interpreted Promesa’s written policies as prohibiting any sexual activity while living at
23 Promesa.

24 37. The staff at the Promesa group homes told S.H. and the other girls who lived there
25 that if one of them had condoms, the staff would take the condoms away and the girl would be in
26 trouble. Promesa staff members threatened to punish S.H., including by putting her on “off-
27 program status” and by taking away S.H.’s visits with her family, including with her child, if she
28 violated the rules against having contraception or the rules prohibiting sexual activity.

1 38. S.H. was also denied access to reproductive health care and punished for exercising
2 her reproductive rights. When she was seventeen years old and living in a Promesa group home,
3 S.H. had an irregular menstrual cycle and wanted to get birth control pills to help regulate her
4 menstruation. She asked to be taken to her health care provider of choice, Planned Parenthood, but
5 staff members refused to take her there and instead took her elsewhere, where she learned that she
6 was pregnant for a second time. Promesa staff punished her for being pregnant by denying her
7 visits with her mother and child. Promesa staff pressured her to get an abortion and later punished
8 her by denying her visits with her child when she decided not to terminate her pregnancy. After
9 S.H. miscarried her second pregnancy, Promesa finally allowed her to get contraception, but still
10 refused to let her obtain health services from her preferred provider.

11 39. Promesa pressured S.H. to waive her rights to medical confidentiality while living
12 at its group homes, and punished her refusal to do so by refusing to let her live in the group homes.
13 When S.H. went to medical appointments related to her reproductive health, Promesa staff
14 members would ask the doctor for information about the visit. S.H. understood from Promesa staff
15 that if she did not allow the doctor to disclose this information, she would be punished. At some
16 point, S.H. refused to continue to allow Promesa to access her confidential medical information.
17 The Promesa staff made clear to her that her refusal was unacceptable, and shortly after, issued a
18 notice that she had to move out of the group home within seven days. Plaintiffs are informed and
19 believe, and on such information and belief, allege that Promesa's stated reason for requiring S.H.
20 to leave was pretextual.

21 **2. Promesa's Actions Have Harmed Plaintiff A.Z.**

22 40. Plaintiff A.Z. entered the foster care system in 2013 when she was fifteen years old.
23 A.Z. was physically and emotionally abused by her family, who eventually kicked her out of the
24 house. Because A.Z. was homeless, she was placed in foster care.

25 41. She lived in the Promesa Milbrook group home from October 2014 to June 2, 2015,
26 and then again from September 9, 2015 until early December 2015. While she lived at Promesa
27 Millbrook, A.Z. attended the Teen Success group run by Planned Parenthood.
28

1 42. When A.Z was first admitted to the Promesa Millbrook group home, the group
2 home staff gave her a large stack of papers and told her that she was required to sign all of the
3 papers. Plaintiffs are informed and believe, and on such information and belief, allege that one of
4 the papers was an agreement that she would “avoid participating in sexual activity.” She was not
5 given a choice about whether or not she would sign these papers. When she later asked to see the
6 papers she signed, the head of the group home told her that she was not permitted to see them.

7 43. In or around March or April 2015, A.Z. went to an ob-gyn appointment
8 accompanied by Promesa staff. When A.Z. said that she wanted to have the Depo-Provera birth
9 control shot, the group home staff member told her that she was not allowed to have the shot. The
10 staff member explained that she did not need the shot because she was not allowed to have sexual
11 contact while living at the group home. The staff member told her that if she did have the shot, she
12 would be punished and get an “R.” A.Z. decided to get the Depo-Provera shot that day anyway.
13 When she told Promesa staff, the response was, “just know you are getting an R.”

14 44. Getting an “R” means that a Promesa resident loses important “privileges” at the
15 group home, including leaving the house, watching television, or listening to music. Sometimes it
16 results in an early bedtime or loss of visitation, including visits with family members.

17 45. Subsequently, A.Z. asked Promesa staff to take her to Planned Parenthood so she
18 could get condoms. Promesa staff told her that she was not allowed to have condoms at the group
19 home, because she was not allowed to have sexual contact while living at the group home.
20 Plaintiffs are informed and believe, and on such information and belief, allege that Promesa group
21 home staff interpreted Promesa’s written policies as prohibiting any sexual activity while living at
22 Promesa. Staff also have refused to take her to Planned Parenthood on other occasions.

23 46. On a number of occasions, Promesa staff also tried to force A.Z. to let her ob-gyn
24 share confidential medical information with the group home staff. When A.Z. directed her doctor
25 not to fill out forms disclosing to Promesa what happened during her ob-gyn appointment, Promesa
26 staff threatened her with an R if she did not permit her doctor to complete the forms.

27 47. Plaintiffs are informed and believe, and on such information and belief, allege that
28 Promesa staff have also confiscated A.Z.’s contraception, by taking a female condom from her

1 room while she was at school. A.Z. has also witnessed Promesa staff tell other girls who have
2 condoms that they have to give them to the staff or they will get in trouble, and she has seen the
3 staff take condoms away from other girls.

4 48. Plaintiffs are informed and believe, and on such information and belief, allege that
5 Promesa punished A.Z. for asserting her rights and working with counsel to address the problems
6 she was experiencing in Promesa Millbrook, including by trying to provoke A.Z. to become angry
7 and by giving A.Z. a seven-day notice requiring her to move out of the Promesa Millbrook group
8 home. Plaintiffs are informed and believe, and on such information and belief, allege that staff
9 members at Promesa Millbrook said that they should not take A.Z. and other girls to Planned
10 Parenthood's Teen Success group, because the girls were learning their rights there.

11 **3. Promesa's Actions Have Harmed Plaintiff L.B.**

12 49. Plaintiff L.B. entered the foster care system when she was fourteen years old,
13 because her family decided that they no longer wanted to take care of her.

14 50. L.B. was placed in the Promesa Millbrook group home in February 2015, when she
15 was seven months pregnant. She lived there with her son until November 23, 2015. While she
16 lived at Promesa Millbrook, L.B. attended the Teen Success group run by Planned Parenthood.

17 51. When L.B. was first placed at Promesa, the group home staff gave her a large stack
18 of papers and told her that she had to sign them. One of the papers that she was told to sign was an
19 agreement that she would not engage in sexual activity. The group home staff told her that if the
20 group home caught her having sex or had proof that she had sex while living there, she would get
21 in trouble. Plaintiffs are informed and believe, and on such information and belief, allege that
22 Promesa group home staff interpreted Promesa's written policies as prohibiting any sexual activity
23 while living at Promesa.

24 52. When L.B. later asked to see the papers that Promesa had made her sign, Promesa
25 staff members told her that she was not allowed to look at her file and refused to allow her to see
26 the papers.

27 53. During the time that L.B. was living at Promesa, Promesa staff members
28 confiscated condoms from her on at least five occasions. Promesa staff members told her that she

1 was not allowed to have them, and asked why she had them, because she would get in trouble if
2 she were having sex.

3 54. On at least three different occasions, Promesa staff members took away condoms
4 that L.B.'s medical provider gave her during medical appointments. Promesa staff told L.B. that
5 she would get in trouble if she had them or had any reason to use them.

6 55. Another time, while L.B. was at school, Promesa staff members searched her room
7 and took condoms that she had stored in a drawer. When L.B. asked them about the condoms, they
8 said that she did not need the condoms, because she was not allowed to have sex.

9 56. When L.B. went to gynecological appointments, Promesa group home staff insisted
10 on staying in the exam room with her, and listening to her entire conversation with the medical
11 provider. On one occasion, when a doctor asked L.B. if she had had any sexual contact, and she
12 told her doctor that she had had sex during a home pass, the Promesa staff member that was
13 present gave her an R because she had sex in violation of Promesa's rules.

14 57. When L.B. asked the Promesa staff for the number for California Community Care
15 Licensing's statewide complaint hotline, the staff refused to give her the number. She also found
16 grievance forms, which she had completed and given to Promesa staff, discarded in the garbage
17 can.

18 58. Promesa staff threatened and punished L.B. for learning about and asserting her
19 rights as a foster youth. They told her that they were tired of hearing her talk about her rights and
20 threatened to report that she was irresponsible, so her son would be taken away. They gave her a
21 seven-day notice requiring her to move out of the group home.

22 **V. LEGAL FRAMEWORK**

23 **A. California Law Provides that Minors Are Entitled to Unfettered Confidential** 24 **Access to Reproductive and Sexual Health Services.**

25 **1. The California Legislature Has Definitely Granted Youth the Right to** 26 **Access Confidential Reproductive and Sexual Health Services.**

27 59. The California Legislature first granted minors the right to consent to and obtain
28 pregnancy-related care without parent involvement in 1953. 1953 Cal. Stat. 3383 (enacting former

1 Cal. Civ. Code § 34.5, now Cal. Fam. Code § 6925). Through the 1960s and 1970s, the California
2 Legislature continued to expand the rights of minors in this area. Today, a minor may on her own
3 consent to and receive health services related to pregnancy, family planning, sexual assault and, at
4 twelve years or older, rape or sexually transmitted diseases. Cal. Fam. Code §§ 6925, 6926, 6927,
5 6928; *see also* Cal. Code of Regs. tit. 22, § 51473.2.

6 60. California's medical confidentiality statutes additionally provide adolescents,
7 including foster youth, the right to control and limit the release of information regarding the
8 reproductive and sexual health services they receive. Cal. Health & Safety Code §§ 123110(a),
9 123115(a)(1); Cal. Civ. Code §§ 56.10, 56.103(h), 56.11(c)(1),(2).

10 **2. California Has Developed Programs to Ensure Youth Have Access to**
11 **Confidential Services and Comprehensive Sex Education.**

12 61. To help ensure that minors are able to access confidential reproductive and sexual
13 health services on their own, California has created several insurance programs that allow youth to
14 obtain these services free of charge, including the Family PACT Program and the Medi-Cal Minor
15 Consent Program. Cal. Welf. & Inst. Code § 14132(aa); Cal. Code Regs. tit. 22, §§ 50063.5,
16 50147.1, 50157(f)(3); Dept. of Health Care Services, Cal. Health and Human Services Agency,
17 *Family PACT Policies, Procedures, and Billing Instructions Manual: Client Eligibility*
18 *Determination*, 3 (Oct. 2015), [http://files.medi-cal.ca.gov/pubsdoco/publications/masters-](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/fpact/clienteligdet_f00.doc)
19 [mtp/fpact/clienteligdet_f00.doc](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/fpact/clienteligdet_f00.doc).

20 62. These programs provide, among other things, STD testing and treatment, family
21 planning services, including pregnancy testing, counseling, and contraception, and treatment
22 related to sexual assault.

23 63. The California Legislature has mandated comprehensive sex education in schools,¹
24 which is shown to be more effective at delaying sex, increasing contraceptive use, and decreasing
25 teenage pregnancy rates than abstinence-only education or no sex education. Advocates for Youth,

26 ¹ Under the California Healthy Youth Act, schools must provide students with the knowledge and
27 skills necessary to protect their sexual and reproductive health from unintended pregnancy and
28 STDs. Cal. Dept. of Education, *Comprehensive Sexual Health and HIV/AIDS Instruction* (last
updated Dec. 30, 2015), <http://www.cde.ca.gov/ls/he/se> (citing Educ. Code §§ 51930-51939).

1 *Comprehensive Sex Education: Research and Results*, 1-2 (Sept. 2009)
2 <http://www.advocatesforyouth.org/storage/advfy/documents/fscse.pdf>. The Legislature has
3 rejected abstinence-only strategies, such as Promesa’s rules prohibiting sexual activity, to prevent
4 teen pregnancy and lower STD infections. Abstinence-only education is not permitted in
5 California schools. *Am. Acad. of Pediatrics v. Clovis Unified Sch. Dist.*, Case No. 12CECG02608
6 (Fresno Super. Ct. April 28, 2015).

7 **3. Fresno County Recognizes that Foster Youth Should Have Access to**
8 **Reproductive and Sexual Health Services.**

9 64. Fresno County Department of Social Services (DSS) has published a “Caregiver
10 Resource Handbook” to provide information and guidance to those providing care for foster youth
11 in Fresno County. See Fresno County DSS, *Caregiver Resource Handbook* (May 2014),
12 http://www.co.fresno.ca.us/uploadedFiles/Departments/DSS/Family_Services/Foster_Care/Caregiver%20Handbook%20Final%20May%202014.pdf. Fresno County DSS’s Handbook states that
13 minors, including those in the foster care system, have the right to access and consent to certain
14 health care services, including those related to reproductive health, without parental consent. *Id.* at
15 30. The Handbook from DSS also states that youth have the right to access family planning and
16 pregnancy and STD treatment and prevention services, including contraception and sexual
17 counseling, and directs foster care providers to contact the child’s social worker regarding these
18 services if needed. *Id.* at 29-30, 58.

19 **B. The California Constitution Protects a Minor’s Right to Privacy.**

20 65. The California Constitution contains an explicit right to privacy. *Am. Acad. of*
21 *Pediatrics v. Lungren*, 940 P.2d 797, 808 (Cal. 1997). Article I, section 1 provides: “All people
22 are by nature free and independent and have inalienable rights. Among these are enjoying and
23 defending life and liberty, acquiring, possessing, and protecting property, and pursuing and
24 obtaining safety, happiness, and privacy.” Cal. Const. art. I, § 1. This right is self-executing.
25 *People v. Wiener*, 35 Ca. Rptr. 2d. 321, 326 (Cal. Ct. App. 1994). The right of procreative choice
26 protected by Article 1, section 1 has been established as significantly broader than the comparable
27 federal right. *Lungren*, 940 P.2d at 808-10.
28

1 66. The right to privacy includes the right of all women of childbearing age to use
2 contraceptive methods to choose whether or not to bear children. *Conservatorship of Valerie N.*,
3 707 P.2d 760, 772 (Cal. 1985); *see also Carey v. Population Servs. Int'l*, 431 U.S. 678, 686-87
4 (1977) (the federal right to privacy protects the rights of an individual to be free of unwarranted
5 governmental intrusion in personal decisions regarding intimate relations).

6 67. This right incorporates the right to make decisions regarding whether to continue or
7 terminate a pregnancy without parental involvement, *Lungren*, 940 P.2d at 815-16, and the right to
8 retain personal control over the integrity of one's own body, *id.* at 813. A "fundamental"
9 component of the right to privacy is "[t]he right to control circulation of personal information."
10 *Pettus v. Cole*, 57 Cal. Rptr. 2d 46, 72 (Cal. Ct. App. 1996) (internal quotation marks omitted). It
11 is well established that the "zones of privacy" protected by the California Constitution "extend to
12 the details of one's medical history." *Id.*; *see also Jones v. Superior Court of Alameda Cty.*, 174
13 Cal. Rptr. 148, 156-57 (Cal. Ct. App. 1981). It is an "egregious breach of the social norms
14 underlying the privacy right" to penalize an individual for assertion of that right. *Pettus*, 57 Cal.
15 Rptr. 2d at 86.

16 68. Minors possess a constitutional privacy right. *Lungren*, 940 P.2d at 814 ("the
17 constitutional right to privacy widely has been recognized as applying to minors as well as
18 adults"); *see also Carey*, 431 U.S. at 693-94 (finding that the federal right to privacy protecting the
19 rights of an individual to be free of unwarranted governmental intrusion in personal decisions
20 regarding intimate relations extends to minors.)

21 69. Minors in the foster care system have the same right to consent for and obtain
22 pregnancy-related care, including contraception, as minors not in the foster care system. Cal.
23 Welf. & Inst. Code § 369(h). For example, other courts considering whether foster youth should
24 be permitted to have access to contraception in their group home or consent to an elective abortion
25 have concluded that they should. *See, e.g., Arneith v. Gross*, 699 F. Supp. 450, 452-53 (S.D.N.Y.
26 1988) (holding that a religiously affiliated group home must allow foster youth to have access to
27 contraception); *Lady Jane v. Maher*, 420 F. Supp. 318, 321 (D. Conn. 1976) (holding a
28 Connecticut regulation which required all dependent minors to obtain written consent of the

1 Commissioner of Children and Youth Services to obtain elective abortions unconstitutional). Even
2 under the more narrow federal right to privacy, the *Arneith* court found that “[m]inors have a
3 constitutional privacy right to practice artificial contraception absent compelling state
4 considerations to the contrary, and this is not diminished because they are in foster care.” *Arneith*,
5 699 F. Supp. at 452.

6 **C. Promesa Must Respect the Constitutional and Statutory Rights of Foster Youth**
7 **Placed in its Care.**

8 70. Promesa is required to respect foster youth’s constitutional right to privacy. The
9 California constitutional right to privacy protects against invasions of privacy by private
10 individuals and actors. *Sheehan v. San Francisco 49ers, Ltd.*, 201 P.2d 472, 477 (Cal. 2009). The
11 California Supreme Court has held that the California Constitution ““creates a right of action
12 against private as well as government entities.”” *Id.* (citation omitted); *see also Porten v.*
13 *University of San Francisco*, 134 Cal. Rptr. 839, 842 (Cal. Ct. App. 1976) (“Privacy is protected
14 not merely against state action; it is considered an inalienable right which may not be violated by
15 anyone.”).

16 71. Promesa is also required to respect foster youth’s statutory and regulatory personal
17 rights. Promesa, like other providers of residential foster care for youth in California, is legally
18 permitted to operate its group homes only pursuant to licenses issued by California Department of
19 Social Services (CDSS) and in compliance with the governing statutes and CDSS’s regulations and
20 rules. Cal. Health & Safety Code § 1508; Cal. Code Regs. tit. 22, § 80000(b).

21 72. State law further specifies that foster youth’s rights include the right to receive
22 medical care, to be free from unreasonable searches of their personal belongings, to have contact
23 with family members, and, at twelve years of age or older, to have access to age-appropriate and
24 medically accurate information about reproductive health care, the prevention of unplanned
25 pregnancy, and the prevention and treatment of sexually transmitted infections. Cal. Welf. & Inst.
26 Code §§ 16001.9(a)(4), (6), (7), (21), (27); *see also* Cal. Welf. & Inst. Code § 27.
27
28

1 73. Under these statutes, regulations, and rules governing its operation of group homes,
2 Promesa is responsible for ensuring that each youth placed in its care “is accorded [these] personal
3 rights.” Cal. Code Regs. tit. 22, §§ 80072(d), 84072.

4 **VI. NEED FOR INJUNCTIVE AND DECLARATORY RELIEF**

5 74. An actual controversy has arisen and now exists concerning Promesa’s treatment of
6 the foster youth placed in its care. Plaintiffs contend that foster youth have a legally protected
7 privacy interest to practice contraception, to make decisions regarding whether and when to parent,
8 to have private communications with medical providers, to have their medical records remain
9 confidential, and to not be punished for exercising these rights. Plaintiffs further contend that
10 Promesa’s policies and practices violate foster youths’ constitutional right to privacy. Plaintiffs are
11 informed and believe, and on such information and belief, allege that Promesa has denied its
12 policies and practices are unlawful.

13 75. Plaintiffs also contend that foster youth have a legal right to receive medical health
14 services, Cal. Welf. & Inst. Code § 16001.9(a)(4), Cal. Code Regs. tit. 22, § 84072(c)(18); to visit
15 and contact siblings and family members, unless prohibited by court order, Cal. Welf. & Inst. Code
16 §§ 16001.9(a)(6), (7), Cal. Code Regs. tit. 22, §§ 84072(c)(5), (20); to be free from threats or
17 punishments for making complaints, Cal. Welf. & Inst. Code § 16001.9(a)(8), Cal. Code Regs. tit.
18 22, § 84072(c)(21); to possess and use their own personal items, Cal. Code Regs. tit. 22,
19 § 84072(c)(9); to be free from unreasonable searches of personal belongings, Cal. Welf. & Inst.
20 Code § 16001.9(a)(21), Cal. Code Regs. tit. 22, § 84072(c)(31); and to have access to age-
21 appropriate, medically accurate information about reproductive health care, the prevention of
22 unplanned pregnancy, and the prevention and treatment of sexually transmitted infections at twelve
23 years of age or older, Cal. Welf. & Inst. Code § 16001.9(a)(27). Plaintiffs further contend that
24 Promesa’s policies and practices violate foster youths’ statutory rights. Plaintiffs are informed and
25 believe, and on such information and belief, allege that Promesa has denied that its policies and
26 practices violate foster youths’ statutory rights.

27 76. The issues raised in this case affect the rights of all California foster youth,
28 including vulnerable clients of Planned Parenthood, who are placed in Promesa and other group

1 homes with similar policies. CPPEF is affected by this issue because Promesa's actions violate
2 CPPEF's and its members' interests in providing services and care to foster youth residing in the
3 Promesa group homes, by confiscating contraception, including condoms, that Planned Parenthood
4 has given to its clients, by arbitrarily punishing youth for using those items that Planned
5 Parenthood has given to them, by interfering with its ability to provide confidential health care to
6 its clients, by interfering with Plaintiffs' and other foster youths' right to access age-appropriate,
7 medically accurate information about reproductive health care, and by arbitrarily prohibiting youth
8 from receiving Planned Parenthood's services.

9 77. Unless enjoined, Promesa will continue these harmful and unlawful policies and
10 practices.

11 78. Plaintiffs lack a plain, speedy, and adequate remedy at law, and will suffer
12 irreparable harm if Promesa is not enjoined. No money damages or other legal remedy could
13 adequately compensate for the irreparable harm Promesa has caused, continues to cause, and
14 threatens to cause Plaintiffs and other foster youth who are being denied access to contraceptives
15 and confidential reproductive health care. Plaintiffs have exhausted all available administrative
16 remedies.

17 **FIRST CAUSE OF ACTION**

18 **Violation of the California Constitution's Right to Privacy**

19 **(Cal. Const., art. I, § 1) (By All Plaintiffs Against Promesa)**

20 79. Plaintiffs reallege and incorporate by reference each and every allegation contained
21 in the above paragraphs as though fully set forth above.

22 80. Under the privacy clause of the California Constitution, article I, section 1, and
23 applicable case law, California women of childbearing age have the right to use contraceptive
24 methods to choose whether or not to have children. Minors' legally protected privacy interest
25 includes the right to practice contraception, to make decisions regarding whether and when to
26 parent, to have private communications with medical providers, to have their medical records
27 remain confidential, and to not be subjected to punishment for asserting their privacy interests.
28

1 81. Plaintiffs S.H., A.Z., L.B., and other similarly situated foster youth who are placed
2 at Promesa by their counties of origin, including the vulnerable clients of Planned Parenthood,
3 have an objectively reasonable expectation that Promesa will not violate the legally protected
4 privacy interests described above. They did not choose to enter foster care or live in a Promesa
5 group home, but rather were required to do so by their county child welfare agency.

6 82. Promesa has violated the constitutional rights of Plaintiffs S.H., A.Z., L.B., and
7 other similarly situated foster youth, including the vulnerable clients of Planned Parenthood, by
8 confiscating contraceptives, by forcing foster youth to waive their right to confidential medical
9 care, by denying foster youth access to confidential reproductive health care services, by arbitrarily
10 prohibiting foster youth from receiving services from Planned Parenthood, and by arbitrarily
11 punishing some foster youth who violate the “no contraceptives” or abstinence policies by taking
12 away “privileges,” such as visits with their parents or children.

13 83. Promesa has violated CPPEF’s and its members’ interests in providing services and
14 care to foster youth residing in the Promesa group homes, by confiscating contraception, including
15 condoms, that Planned Parenthood has given to its clients, by arbitrarily punishing youth for using
16 those items that Planned Parenthood has given to them, by interfering with its ability to provide
17 confidential health care to its clients, and by arbitrarily prohibiting youth from receiving Planned
18 Parenthood’s services.

19 84. Promesa’s actions impede an interest fundamental to Plaintiffs’ personal autonomy
20 and do not serve a compelling state interest.

21 85. Plaintiffs seek an injunction prohibiting Promesa from confiscating contraception,
22 including condoms, from arbitrarily punishing foster youth for having contraception in their
23 possession, from interfering with foster youth’s right to confidential health care, and from
24 arbitrarily prohibiting foster youth from receiving Planned Parenthood’s services.

25 86. Plaintiffs also seek a declaration that Promesa’s policies and practices violate the
26 legally protected privacy interests of current and future foster youth placed in its group homes.

1 **SECOND CAUSE OF ACTION**

2 **Violation of the Foster Youth Bill of Rights (Cal. Welf. & Inst. Code**
3 **§ 16001.9, Cal. Code Regs. tit. 22, § 84072, Cal. Code Civil Proc.**
4 **§ 1060) (By All Plaintiffs Against Promesa)**

5 87. Plaintiffs reallege and incorporate by reference each and every allegation contained
6 in the above paragraphs as though fully set forth above.

7 88. Foster youth have a legal right to receive medical health services, Cal. Welf. & Inst.
8 Code § 16001.9(a)(4), Cal. Code Regs. tit. 22, § 84072(c)(18); to visit and contact siblings and
9 family members, unless prohibited by court order, Cal. Welf. & Inst. Code §§ 16001.9(a)(6), (7),
10 Cal. Code Regs. tit. 22, §§ 84072(c)(5), (20); to be free from threats or punishments for making
11 complaints, Cal. Welf. & Inst. Code § 16001.9(a)(8), Cal. Code Regs. tit. 22, § 84072(c)(21); to
12 possess and use their own personal items, Cal. Code Regs. tit. 22, § 84072(c)(9); to be free from
13 unreasonable searches of personal belongings, Cal. Welf. & Inst. Code § 16001.9(a)(21), Cal. Code
14 Regs. tit. 22, § 84072(c)(31); and to have access to age-appropriate, medically accurate
15 information about reproductive health care, the prevention of unplanned pregnancy, and the
16 prevention and treatment of sexually transmitted infections at twelve years of age or older, Cal.
17 Welf. & Inst. Code § 16001.9(a)(27).

18 89. Promesa has violated the legal rights of Plaintiffs S.H., A.Z., L.B., and other foster
19 youth, including the vulnerable clients of Planned Parenthood, by confiscating contraception,
20 including condoms, by conducting unreasonable searches of their personal belongings, by not
21 allowing foster youth to have contraception in their possession, by arbitrarily punishing foster
22 youth for having contraception, including by depriving them of visitation with family members, by
23 interfering with Plaintiffs' and other foster youth's ability to obtain confidential health care, by
24 retaliating against foster youth who assert their rights, and by interfering with Plaintiffs' and other
25 foster youths' right to access age-appropriate, medically accurate information about reproductive
26 health care.

27 90. Promesa has violated CPPEF's and its members' interests in providing services and
28 care to foster youth residing in the Promesa group homes, by confiscating contraception, including

1 condoms, that Planned Parenthood has given to its clients, by arbitrarily punishing foster youth for
2 using those items that Planned Parenthood has given to them, by interfering with its ability to
3 provide confidential health care to its clients, and by interfering with Plaintiffs' and other foster
4 youths' right to access age-appropriate, medically accurate information about reproductive health
5 care.

6 91. Plaintiffs seek a declaration that Promesa's policies and practices violate the legally
7 protected rights of current and future youth placed in its group homes.

8 **THIRD CAUSE OF ACTION**

9 **Violation of the Bane Act (Cal. Civ. Code § 52.1)**

10 **(By Plaintiffs S.H., A.Z., and L.B. Against Promesa)**

11 92. Plaintiffs reallege and incorporate by reference each and every allegation contained
12 in the above paragraphs as though fully set forth above.

13 93. Promesa interfered, or attempted to interfere, by threats, intimidation, or coercion
14 with Plaintiffs' rights secured by state law and the state constitution, including, but not limited to:
15 their right to privacy under the state constitution, Cal. Const., art. 1, § 1; their right to choose or
16 refuse birth control, Cal. Health & Safety Code § 123462(a); their right to choose to bear a child,
17 Cal. Health & Safety Code § 123462(b); their right to receive medical services, Cal. Welf. & Inst.
18 Code § 16001.9(a)(4); their right to be free from unreasonable searches of their personal
19 belongings, Cal. Welf. & Inst. Code § 16001.9(a)(21); their right to access age-appropriate,
20 medically-accurate information about reproductive health care, prevention of unplanned
21 pregnancy, and prevention and treatment of sexually-transmitted infections at twelve years of age
22 or older, Cal. Welf. & Inst. Code § 16001.9(a)(27); their right to consent to medical care related to
23 the prevention or treatment of pregnancy, Cal. Fam. Code § 6925(a), or to the diagnosis, treatment,
24 or prevention of a sexually transmitted disease at twelve years of age or older, Cal. Fam. Code
25 §§ 6926(a),(b); and their right to confidentiality of their medical records related to such care, Cal.
26 Health & Safety Code §§ 123110(a), 123115(a)(1), Cal. Civ. Code §§ 56.10, 56.103(h),
27 56.11(c)(1),(2).

1 94. Through its policies and practices, Promesa intentionally prohibited Plaintiffs from
2 accessing reproductive health, sexually transmitted disease, and pregnancy prevention care and
3 education, refused to permit Plaintiffs to go to certain care providers, including Planned
4 Parenthood, and confiscated contraception, including condoms, that it found in Plaintiffs'
5 possession during unreasonable searches of their person or belongings. Promesa required Plaintiffs
6 to waive their rights to confidentiality of their private medical information, and forced Plaintiffs to
7 agree to adhere its rules and restrictions, including those against contraception, as conditions of
8 continued housing. Promesa punished, or threatened to punish, Plaintiffs for violation of its rules,
9 including by depriving Plaintiffs of "privileges," such as visiting family members. Promesa made
10 Plaintiffs fear that if they asserted their rights, Promesa would deny them housing and they would
11 lose their home. When Plaintiffs attempted to assert their rights, Promesa issued them a seven-day
12 notice that it would no longer take care of them and required them to abruptly leave.

13 95. As a proximate result of the Promesa's actions, Plaintiffs S.H., A.Z., and L.B.
14 suffered damages in a sum according to proof, and are entitled to the statutory and compensatory
15 damages, treble damages, attorneys' fees, and costs provided for by sections 52 and 52.1 of the
16 California Civil Code.

17 96. Unless enjoined, Promesa will continue to engage in its pattern and practice of
18 using threats, coercion, or intimidation to interfere with foster youths' exercise and enjoyment of
19 their rights under the state laws and constitution.

20 97. Plaintiffs S.H., A.Z., and L.B. are entitled to appropriate equitable relief, including
21 injunctive relief, and declaratory relief to eliminate Promesa's pattern and practice of unlawful
22 conduct and to protect their peaceable exercise or enjoyment of their rights under state law.
23 Plaintiffs are entitled to preliminary and permanent injunctive relief compelling Promesa to
24 establish policies and practices that ensure foster youth have access to contraceptives, including
25 condoms, that they are not forced to waive their right to confidential medical care, that foster youth
26 are permitted to seek medical care and services from Planned Parenthood; and that foster youth are
27 not punished for violating "no contraceptives" or abstinence policies by taking away "privileges,"
28 such as visits with their parents or children.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for entry of judgment in their favor and against Promesa as
3 follows:

- 4 1. A preliminary and permanent order enjoining Promesa from confiscating contraceptives,
5 including condoms; from forcing foster youth to waive their right to confidential medical
6 care; from refusing to permit foster youth to access services from Planned Parenthood; from
7 punishing foster youth who violate the “no contraceptives” or abstinence policies by taking
8 away “privileges,” such as visits with their parents or children; and from retaliating against
9 foster youth who assert their rights.
- 10 2. A declaratory judgment stating that Promesa’s practices of confiscating contraceptives,
11 including condoms; forcing foster youth to waive their right to confidential medical care;
12 refusing to permit foster youth to access services from Planned Parenthood; and punishing
13 foster youth who violate the “no contraceptives” or abstinence policies by taking away
14 “privileges,” such as visits with their parents or children, violate article 1, section 1 of the
15 California Constitution, section 16001.9 of the California Welfare and Institutions Code, and
16 section 84072 of title 22 of the California Code of Regulations.
- 17 3. An award of statutory and compensatory damages, according to proof, under section 52.1 of
18 the California Civil Code.
- 19 4. An award of Plaintiffs’ attorney’s fees, costs, and out-of-pocket expenses under California
20 Code of Civil Procedure section 1021.5; and
- 21 5. Such other and further relief that the Court deems just and proper.

22
23 Dated: February 19, 2016

NATIONAL CENTER FOR YOUTH LAW

24
25 By: 

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