

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PLANNED PARENTHOOD FEDERATION  
OF AMERICA, INC., et al.,

Plaintiffs,

v.

CENTER FOR MEDICAL PROGRESS, et  
al.,

Defendants.

Case No. [16-cv-00236-WHO](#)

**JUDGMENT**

Pursuant to Federal Rule of Civil Procedure 58(a), the following separate judgment is  
HEREBY ENTERED:

**1. Definitions**

The following terms are defined as follows:

- A. PPFA: Plaintiff Planned Parenthood Federation of America, Inc.
- B. PPNorCal: Plaintiff Planned Parenthood Shasta-Diablo, Inc., dba Planned  
Parenthood Northern California.
- C. PPMM: Plaintiff Planned Parenthood Mar Monte, Inc.
- D. PPPSW: Plaintiff Planned Parenthood of the Pacific Southwest.
- E. PPLA: Plaintiff Planned Parenthood of Los Angeles.
- F. PPOSBC: Plaintiff Planned Parenthood of Orange and San Bernardino Counties,  
Inc.
- G. PPCCC: Plaintiff Planned Parenthood of California Central Coast, fka Planned  
Parenthood of Santa Barbara, Ventura, and San Luis Obispo Counties, Inc.
- H. PPPSGV: Plaintiff Planned Parenthood Pasadena and San Gabriel Valley, Inc.
- I. PPRM: Plaintiff Planned Parenthood of the Rocky Mountains.

United States District Court  
Northern District of California

- 1           **J.**     PPGC: Plaintiff Planned Parenthood Gulf Coast, Inc.
- 2           **K.**     PPCFC: Plaintiff Planned Parenthood Center for Choice.
- 3           **L.**     All Plaintiffs: PPFA, PPNorCal, PPMM, PPSW, PPLA, PPOSBC, PCCCC,
- 4           PPPSGV, PPRM, PPGC, and PPCFC.
- 5           **M.**     CMP: Defendant Center for Medical Progress.
- 6           **N.**     BioMax: Defendant BioMax Procurement Services, LLC.
- 7           **O.**     Daleiden: Defendant David Daleiden.
- 8           **P.**     Newman: Defendant Troy Newman.
- 9           **Q.**     Rhomberg: Defendant Albin Rhomberg.
- 10          **R.**     Merritt: Defendant Sandra Susan Merritt.
- 11          **S.**     Lopez: Defendant Gerardo Adrian Lopez.
- 12          **T.**     All Defendants: CMP, BioMax, Daleiden, Newman, Rhomberg, Merritt, and
- 13          Lopez.

14   **2. Compensatory Damages on Each Claim**

15           The Court enters judgment on each claim for damages as to All Plaintiffs and All  
16   Defendants as follows.

17           **A.     First Claim for Relief: Violation of RICO Act.**

18           All Defendants are jointly and severally liable to PPFA in the amount of \$1,259,370 in  
19   RICO trebled actual damages.

20           All Defendants are jointly and severally liable to PPGC in the amount of \$61,851 in RICO  
21   trebled actual damages.

22           All Defendants are jointly and severally liable to PPOSBC in the amount of \$56,547 in  
23   RICO trebled actual damages.

24           All Defendants are jointly and severally liable to PPPSGV in the amount of \$27,315 in  
25   RICO trebled actual damages.

26           PPNorCal, PPMM, PPSW, PPLA, PCCCC, PPRM and PPCFC shall take nothing against  
27   All Defendants under this First Claim for Relief.

28           **B.     Second Claim for Relief: Federal Wiretapping.**

United States District Court  
Northern District of California

1 All Defendants are jointly and severally liable to PPFA in the amount of \$52,917 in  
2 compensatory damages and \$10,000 in statutory damages, with PPFA having elected to accept  
3 statutory damages on the condition set forth below in Section III.

4 All Defendants are jointly and severally liable to PPGC in the amount of \$20,617 in  
5 compensatory damages and \$10,000 in statutory damages, with PPGC having elected to accept  
6 statutory damages on the condition set forth below In Section III.

7 All Defendants are jointly and severally liable to PPOSBC in the amount of \$18,849 in  
8 compensatory damages and \$10,000 in statutory damages, with PPOSBC having elected to accept  
9 statutory damages on the condition set forth below in Section III.

10 All Defendants are jointly and severally liable to PPPSGV in the amount of \$9,105 in  
11 compensatory damages and \$10,000 in statutory damages, with PPPSGV having elected to accept  
12 statutory damages on the condition set forth below in Section III.

13 All Defendants are jointly and severally liable to PPCFC in the amount of \$10,000 in  
14 statutory damages.

15 All Defendants are jointly and severally liable to PPCCC in the amount of \$10,000 in  
16 statutory damages.

17 All Defendants are jointly and severally liable to PPRM in the amount of \$10,000 in  
18 statutory damages.

19 All Defendants are jointly and severally liable to PPPSW in the amount of \$10,000 in  
20 statutory damages.

21 All Defendants are jointly and severally liable to PPNorCal in the amount of \$10,000 in  
22 statutory damages.

23 PPM and PPLA shall take nothing against All Defendants under this Second Claim for  
24 Relief.

25 **C. Third Claim for Relief: Civil Conspiracy.**

26 The Third Claim for Relief is based on all tort claims, except RICO, which has its own  
27 standard for conspiracy. Each Defendant's liability for conspiracy is addressed under each  
28 individual claim.

United States District Court  
Northern District of California

1           **D.      Fourth Claim for Relief: Breach of Contract (PPFA Exhibitor Agreements).**

2           Daleiden, BioMax and CMP are jointly and severally liable to PPFA in the amount of  
3 \$419,790 in compensatory damages.

4           PPFA shall take nothing against Merritt and Lopez under this Fourth Claim for Relief.

5           **E.      Fifth Claim for Relief: Breach of Contract (NAF Agreements).**

6           Daleiden, Merritt, Lopez, BioMax, and CMP are jointly and severally liable to PPFA in the  
7 amount of \$49,360 in compensatory damages.

8           **F.      Sixth Claim for Relief: Trespass.**

9           Daleiden, Lopez, BioMax, CMP, Rhomberg, and Newman are jointly and severally liable  
10 to PPFA in the amount of \$419,790 in compensatory damages.

11           Daleiden, Merritt, BioMax, CMP, Rhomberg, and Newman are jointly and severally liable  
12 to PPRM in the amount of \$1 in nominal damages.

13           Daleiden, Merritt, BioMax, and CMP, Rhomberg and Newman are jointly and severally  
14 liable to PPGC in the amount of \$20,208 in compensatory damages.

15           **G.      Seventh Claim for Relief: Business and Professions Code § 17200.**

16           Defendants are each liable for unlawful and fraudulent business practices that occurred in  
17 California and out-of-state unlawful and fraudulent business practices that caused harm in  
18 California.

19           **H.      Eighth Claim for Relief: Fraud.**

20           All Defendants are jointly and severally liable to PPFA in the amount of \$419,790 in  
21 compensatory damages.

22           All Defendants are jointly and severally liable to PPGC in the amount of \$20,617 in  
23 compensatory damages.

24           All Defendants are jointly and severally liable to PPOSBC in the amount of \$18,849 in  
25 compensatory damages.

26           All Defendants are jointly and severally liable to PPPSGV in the amount of \$9,105 in  
27 compensatory damages.

28           PPCFC and PPRM shall take nothing against All Defendants under this Eighth Claim for

United States District Court  
Northern District of California

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Relief.

**I. Ninth Claim for Relief: California Penal Code § 632.**

All Defendants are jointly and severally liable to PPFA in the amount of \$148,080 in trebled compensatory damages and \$20,000 in statutory damages, with PPFA having elected to accept statutory damages on the condition set forth below in Section III.

All Defendants are jointly and severally liable to PPPSGV in the amount of \$27,315 in trebled compensatory damages and \$20,000 in statutory damages, with PPPSGV having elected to accept statutory damages on the condition set forth below in Section III.

All Defendants are jointly and severally liable to PPNorCal in the amount of \$10,000 in statutory damages.

PPPSW, PPMM, PPOSBC, PPGC, PPCFC, and PPRM shall take nothing against All Defendants under this Ninth Claim for Relief.

**J. Tenth Claim for Relief: California Penal Code § 634.**

PPFA, PPNorCal, PPPSW, PPMM, PPOSBC, PPGC, PPCFC, and PPRM shall take nothing against All Defendants under this Tenth Claim for Relief.

**K. Eleventh Claim for Relief: Florida Wiretapping.**

All Defendants are jointly and severally liable to PPFA in the amount of \$49,360 in compensatory damages and \$1,000 in statutory damages, with PPFA having elected to accept statutory damages on the condition set forth below in Section III.

All Defendants are jointly and severally liable to PPOSBC in the amount of \$18,849 in compensatory damages and \$1,000 in statutory damages, with PPOSBC having elected to accept statutory damages on the condition set forth below in Section III.

All Defendants are jointly and severally liable to PPPSGV in the amount of \$9,105 in compensatory damages and \$1,000 in statutory damages, with PPPSGV having elected to accept statutory damages on the condition set forth below in Section III.

All Defendants are jointly and severally liable to PPCCC in the amount of \$1,000 in statutory damages.

All Defendants are jointly and severally liable to PPRM in the amount of \$1,000 in

1 statutory damages.

2 All Defendants are jointly and severally liable to PPGC in the amount of \$1,000 in  
3 statutory damages.

4 All Defendants are jointly and severally liable to PPPSW in the amount of \$1,000 in  
5 statutory damages.

6 Plaintiffs PPLA, PPNorCal, PPMM, and PPCFC shall take nothing against All Defendants  
7 under this Eleventh Claim for Relief.

8 **L. Twelfth Claim for Relief: Maryland Wiretapping.**

9 All Defendants are jointly and severally liable to PPFA in the amount of \$49,360 in  
10 compensatory damages and \$1,000 in statutory damages, with PPFA having elected to accept  
11 statutory damages on the condition set forth below in Section III.

12 All Defendants are jointly and severally liable to PPGC in the amount of \$409 in  
13 compensatory damages and \$1,000 in statutory damages, with PPGC having elected to accept  
14 statutory damages on the condition set forth below in Section III.

15 All Defendants are jointly and severally liable to PPCFC in the amount of \$1,000 in  
16 statutory damages.

17 PPNorCal, PPPSW, PPMM, PPOSBC, and PPRM shall take nothing against All  
18 Defendants under this Twelfth Claim for Relief.

19 **M. Thirteenth Claim for Relief: Common Law Invasion of Privacy.**

20 All Plaintiffs shall take nothing against All Defendants under this Thirteenth Claim for  
21 Relief.

22 **N. Fourteenth Claim for Relief: California Constitutional Right of Privacy.**

23 PPFA, PPNorCal, PPPSW, PPMM, and PPOSBC shall take nothing against All  
24 Defendants under this Fourteenth Claim for Relief.

25 **O. Fifteenth Claim for Relief: Breach of Contract (PPGC NDA).**

26 Daleiden, BioMax, and CMP are jointly and severally liable to PPGC in the amount of  
27 \$20,208 in compensatory damages.

28 PPGC shall take nothing against Merritt under this Fifteenth Claim for Relief.

1 PPCFC shall take nothing against BioMax, CMP, Daleiden, and Merritt under this  
2 Fifteenth Claim for Relief.

3 **3. Deduplicated Compensatory, Statutory, and Nominal Damages.**

4 After removing duplication of compensatory, statutory, and nominal damages awards  
5 among claims, the Court enters judgment for damages in the following amounts.

6 All Defendants are jointly and severally liable to PPFA in the amount of \$1,291,370  
7 calculated as follows:

- 8 • \$1,259,370 in RICO trebled actual damages
- 9 • \$10,000 in Federal Wiretapping statutory damages
- 10 • \$20,000 in California Penal Code § 632 statutory damages
- 11 • \$1,000 in Florida Wiretapping statutory damages
- 12 • \$1,000 in Maryland Wiretapping statutory damages

13 All Defendants are jointly and severally liable to PPNorCal in the amount of \$20,000  
14 calculated as follows:

- 15 • \$10,000 in Federal Wiretapping statutory damages
- 16 • \$10,000 in California Penal Code § 632 statutory damages

17 All Defendants are jointly and severally liable to PPPSW in the amount of \$11,000  
18 calculated as follows:

- 19 • \$10,000 in Federal Wiretapping statutory damages
- 20 • \$1,000 in Florida Wiretapping statutory damages

21 All Defendants are jointly and severally liable to PPOSBC in the amount of \$67,547  
22 calculated as follows:

- 23 • \$56,547 in RICO trebled damages
- 24 • \$10,000 in Federal Wiretapping statutory damages
- 25 • \$1,000 in Florida Wiretapping statutory damages

26 All Defendants are jointly and severally liable to PPCCC in the amount of \$11,000  
27 calculated as follows:

- 28 • \$10,000 in Federal Wiretapping statutory damages

- 1 • \$1,000 in Florida Wiretapping statutory damages

2 All Defendants are jointly and severally liable to PPPSGV in the amount of \$58,315  
3 calculated as follows:

- 4 • \$27,315 in RICO trebled damages
- 5 • \$10,000 in Federal Wiretapping statutory damages
- 6 • \$20,000 in California Penal Code § 632 statutory damages
- 7 • \$1,000 in Florida Wiretapping statutory damages

8 All Defendants are jointly and severally liable to PPRM in the amount of \$11,000  
9 calculated as follows:

- 10 • \$10,000 in Federal Wiretapping statutory damages
- 11 • \$1,000 in Florida Wiretapping statutory damages

12 Daleiden, Merritt, BioMax, CMP, Rhomberg, and Newman are jointly and severally liable  
13 to PPRM for the additional amount of \$1 in nominal damages.

14 All Defendants are jointly and severally liable to PPGC in the amount of \$73,851  
15 calculated as follows:

- 16 • \$61,851 in RICO trebled damages
- 17 • \$10,000 in Federal Wiretapping statutory damages
- 18 • \$1,000 in Florida Wiretapping statutory damages
- 19 • \$1,000 in Maryland Wiretapping statutory damages

20 All Defendants are jointly and severally liable to PPCFC in the amount of \$11,000  
21 calculated as follows:

- 22 • \$10,000 in Federal Wiretapping damages
- 23 • \$1,000 in Maryland Wiretapping statutory damages

24 On several of Plaintiffs' claims, the jury awarded higher actual damages than the available  
25 statutory damages for Federal Wiretapping, California Penal Code § 632, Florida Wiretapping,  
26 and Maryland Wiretapping. Plaintiffs have elected statutory damages on these claims, but their  
27 election is conditioned on the survival of their award of actual damages on other claims that  
28 overlap the actual damages on the recording claims. Should the damages awards on the non-



United States District Court  
Northern District of California

1 recording claims be vacated, reversed, remitted or otherwise altered, Plaintiffs reserve their right  
2 to elect their actual damages, in lieu of statutory damages, on their recording claims.

3 PPMM and PPLA shall take nothing against All Defendants.

4 **4. Punitive Damages**

5 In addition to compensatory, statutory, and nominal damages, the following Defendants  
6 are severally liable to PPFA, PPGC, PPOSBC, PPSGV, PCCCC, PPCFC, PPSW, PPNorCal,  
7 and PPRM for punitive damages in the following amounts.

- 8 A. Daleiden: \$125,000.
- 9 B. Merritt: \$25,000.
- 10 C. BioMax: \$200,000.
- 11 D. CMP: \$400,000
- 12 E. Newman: \$50,000
- 13 F. Rhomberg: \$70,000.

14 **5. Costs and Attorneys' Fees**

15 Plaintiffs are the prevailing party for purposes of taxable costs. The amount of taxable  
16 costs to be awarded, and the entitlement of any party to non-taxable costs and attorney's fees, shall  
17 be determined in accordance with Local Rule 54.

18 **6. Injunctive Relief**

19 For the reasons stated in the Court's findings of fact and conclusions of law, the Court  
20 enters the following permanent injunction:

- 21 A. Upon service of this Order, all Defendants (except Lopez, unless he is acting in
- 22 concert or participation with another Defendant) and their officers, agents, servants,
- 23 employees, owners, and representatives, and all others persons who are in active
- 24 concert or participation with them are permanently enjoined from doing any of the
- 25 following, with respect to PPFA, PPNorCal, PPSW, PPOSBC, PCCCC, PPSGV,
- 26 PPRM, and PPGC/PPCFC:

- 27 (1) Entering or attempting to enter a PPFA conference, or an office or health center
- 28 of any plaintiff identified above, by misrepresenting their true identity, their

United States District Court  
Northern District of California

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purpose for seeking entrance, and/or whether they intend to take any video, audio, photographic, or other recordings once inside; and

(2) recording, without the consent of all persons being recorded (where all party consent is required under the laws of the state where the recording is intended):

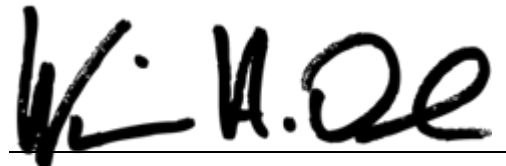
(a) any meeting or conversation with staff of a plaintiff identified above that Defendants know or should know is private; or

(b) in a restricted area at a PPFA conference or restricted area of an office or health center of any plaintiff identified above. "Restricted area" is defined as areas not open to the general public at the time of the recording, for example areas requiring registration or an appointment to access.

B. In addition, Defendants shall serve a copy of this injunction on any person who, in active concert or participation with Defendants, either has or intends to enter a restricted area at a PPFA conference or property of any plaintiff identified above or to record the staff of any plaintiff identified above without securing consent of all persons being recorded (where that consent is required under the laws of the state where the recording is intended), and provide Plaintiffs with proof of service thereof.

**IT IS SO ORDERED.**

Dated: April 29, 2020



William H. Orrick  
United States District Judge